Srl No: 02/IFSL/2026-27
Date: June 23, 2026
Key Information Document

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For Private Circulation Only

IIFL SAMASTA FINANCE LIMITED

Corporate Identity Number (CIN): U65191KA1995PLC057884
Permanent Account Number: AAACC4577H
Date and Place of Incorporation: August 9, 1995; Tamil Nadu
Certificate of Registration no. B-02.00250 issued by RBI to carry on the activities of a NBFC under section 45 IA of the RBI Act, 1934.
Registered Office: 110/3, Lalbagh Main Road, Krishnappa Layout, Bengaluru – 560 027, Karnataka, India.
Corporate Office: 37A, Sannathi Street, Theradi, Thiruvottriyur, Chennai 600019, Tamil Nadu, India.
Telephone No: Telephone No: +91 80 4291 3588
Website: www.iiflsamasta.com
Email: secretarial@iiflsamasta.com,
Chief Financial Officer: Anantha Kumar Thangavel; Tel: +91 80 4291 3509; Email: ananthakumart@iiflsamasta.com
Promoter(s): (i) Narayanaswamy Venkatesh, Tel: +91 80 4291 3588, Email id: secretarial@iiflsamasta.com;
(ii) Shivaprakash Deviah, Tel: +91 80 4291 3588, Email id: secretarial@iiflsamasta.com;
(iii) IIFL Finance Limited, Tel: +91 22 6788 1000,

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 10,000/- (Indian Rupees Ten Thousand Only).

KEY INFORMATION DOCUMENT
This Key Information Document dated June 23, 2026 is in addition to the General Information Document with Serial No. 01-ISFL-24-25 dated March 25, 2026. The General Information Document shall be valid for period of 1 (one) year from the date of opening of the first offer of Debentures under the General Information Document.

THIS KEY INFORMATION DOCUMENT IS IN RELATION TO THE ISSUE OF UP TO 60,000 (SIXTY THOUSAND) RATED, LISTED, UNSUBORDINATED, SECURED, TAXABLE, TRANSFERABLE, REDEEMABLE NON-CONVERTIBLE DEBENTURES EACH HAVING A FACE VALUE OF INR 10,000/- (INDIAN RUPEES TEN THOUSAND ONLY) AGGREGATING TO INR 60,00,00,000/- (INDIAN RUPEES SIXTY CRORES ONLY) ("NCDS" OR "DEBENTURES") (THE "ISSUE") AND SHALL BE READ WITH THE GENERAL INFORMATION DOCUMENT DATED MARCH 25, 2026.

Debenture Trustee	Register & Transfer Agent	Credit Rating Agency(ies)	Statutory Auditor	Merchant Banker
Vardhman Trusteeship Private Limited The Capital, A Wing, 412A, Bandra Kurla Complex, Bandra (East), Mumbai-400051 **Phone**-022 42648335	**MUFG Intime India Private Limited** C- 101, 247 Park, LBS Marg, Vikhroli (West) Mumbai – 400 083 **Tel:** +91 810 811 4949 **Fax:** +91 22 4918 6195 **Email:** debtca@linkintime.co.i	**India Ratings and Research Private Limited** Wockhardt Tower, Level 4, West Wing, Plot C-2, G Block,	**M/S Suri & Co.** CHARTERED ACCOUNTANTS KMK Towers, 2nd Floor, No. 142 K H Road (Double Road) Bengaluru, Karnataka – 560 027 **Tel:** +91 80 41 240545	**SKI Capital Services Ltd.** 718, Dr. Joshi Road, Karol Bagh, New Delhi – 110005 **Tel:** +91-011-41189899 **Website:** https://www.skicapital.net

Fax No- **Email-** compliance@vardhmantrustee.com **Website-** www.vardhmantrustee.com **Contact Person**: Yogesh Limbachiya	n/amit.dabhade@linkintime.co.in **Investor Grievance Email**: debtca@linkintime.co.in/amit.dabhade@linkintime.co.in **Website**: www.linkintime.co.in **Contact Person:** Pradnya Karanjekar	Bandra Kurla Complex, Bandra (East), Mumbai, Maharashtra, India - 400051 **Tel:** 9029714213 **Email:** nitin.chavan@indiaratings.co.in **Website:** https://www.indiaratings.co.in/ **Contact Person:** Nitin Chavan	**Email:** blr@suriandco.com **Website:** www.suriandco.com **Contact Person:** Natarajan V **Peer Review no.** :016670	**Email ID:** dcm@skicapital.net **Contact Person:** Manick Wadhwa/ Vivek Rana

This Key Information Document is not a Prospectus under the Companies Act, 2013. This Key Information Document has been prepared in accordance with (i) Schedule I of Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 (issued vide circular No. SEBI/HO/DDHS/DDHS-PoD/P/CIR/2025/0000000137 dated October 15, 2025 as amended from time to time (together "**NCS Listing Regulations**"); (ii) relevant provisions of the Companies Act, 2013 and rules made thereunder; as amended from time to time.

ISSUE SCHEDULE	
Issue Opening Date	June 29, 2026
Issue Closing Date	June 29, 2026
Pay in Date	June 30, 2026
Deemed Date of Allotment	June 30, 2026
Date of earliest closing of the issue, if any	NA
ISSUE DETAILS	
Nature	Rated, Listed, Unsubordinated, Secured, Taxable, Transferable, Redeemable Non-convertible Debentures
Number	Issue up to 60,000 (Sixty Thousand) Rated, Listed, Unsubordinated, Secured, Taxable, Transferable, Redeemable Non-convertible Debentures each having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) aggregating to INR 60,00,00,000/- (Indian Rupees Sixty Crores Only) ("**NCDs**" or "**Debentures**")
Price per Debenture	INR 10,000/- (Indian Rupees Ten Thousand Only) per Debenture
Amount	INR 60,00,00,000/- (Indian Rupees Sixty Crore Only)
Issue size (base issue) **Green Shoe Option**	Total issue size: INR 60,00,00,000/- (Indian Rupees Sixty Crore Only) Green Shoe Option: Nil
Coupon	9.20% (Nine decimal Two Zero per cent) per annum
Coupon Payment Frequency	Monthly, fixed
Redemption Date	December 30, 2028
Redemption Amount	INR 10,000/- (Indian Rupees Ten Thousand Only) per Debenture
Credit Rating	India Ratings and Research Private Limited has vide its letter dated 10th June 2026, assigned a rating of India Ratings AA. The above ratings 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 letter dated 23/06/2026 from the Rating Agency assigning the credit ratings above mentioned.
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 the Bonds 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**"): i. Qualified Institutional Buyers ("QIBs") means the following entities: a) A mutual fund, venture capital fund, Alternative Investment Fund and Foreign Venture Capital Investor registered with SEBI; b) Foreign portfolio investor other than individuals, corporate bodies and family offices; c) a Public Financial Institution; d) a Scheduled Commercial Bank; e) a multilateral and bi-lateral development financial institution; f) a State Industrial Development Corporation; g) An insurance company registered with Insurance Regulatory and Development Authority of India; h) A Provident Fund with minimum corpus of Rs.25 Crores i) A Pension Fund with minimum corpus of Rs.25 Crores j) National Investment Fund set up by resolution No: F.No.2/3/2005-DDII dated November 23, 2005 of the Government of India published in the Gazette of India; k) An insurance fund set up and managed by Army, Navy / Air force of the Union of India; l) Insurance funds set up and managed by the Department of Posts, India; and m) Systemically important Non- Banking Financial Companies. ii. Any non-QIB including inter-alia resident individual investors, Hindu Undivided Families (excluding minors and NRIs), Partnership Firms and Limited Liability partnership firms, Trusts (including public charitable trusts), association of persons, societies registered under the Applicable Laws in India, companies, bodies corporate etc., who/ which has been authorized by the Issuer, to participate in a particular issue on the EBP platform. The advisor(s)/ arranger(s)/ placement agent(s), broker(s) associated with the Issue and/or their affiliates/ subsidiaries/ associates/ group companies and/or their promoters/ directors/ key managerial personnel/ officers/ employees may subscribe to the Issue as the applicable laws including but not limited to (i) SEBI (Merchant Bankers) Regulations, 1992 and Code of Conduct specified therein; (ii) Securities and Exchange

<table>
<tr><td></td><td>Board of India (Stock Brokers) Regulations, 1992 and Code of Conduct specified therein, as applicable, do not restrict them from subscribing to the Issue.

Note: Participation by Eligible Investors in the issue may be subject to statutory and/or regulatory requirements applicable to them in connection with subscription to Indian securities by such categories of persons or entities. Applicants are advised to ensure that they comply with all regulatory requirements applicable to them, including exchange controls and other requirements. Applicants ought to seek independent legal and regulatory advice in relation to the laws applicable to them.</td></tr>
<tr><td>Details about Underwriting</td><td>Not Applicable</td></tr>
<tr><td>Listing</td><td>The Debentures are proposed to be listed on the Wholesale Debt Market (WDM) segment of the National Stock Exchange of India Limited ("NSE") ("Stock Exchange(s)"). 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 - IN PRINCIPLE APPROVAL RECEIVED FROM STOCK EXCHANGE of the Key Information Document for the 'in-principle' listing approval from the Stock Exchange.</td></tr>
<tr><td>Electronic Book Provider Platform</td><td>The Issue shall be made through the EBP platform in compliance with NCS Listing Regulations read with Listed NCDs Master Circular for details refer to Section 7 (Application Process) of the Key Information Document.</td></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 NSE under the EBP Guidelines (as defined below) by placing bids on the EBP Platform during the period of the Issue. The Eligible Investors should also refer to the operational guidelines of the EBP in this respect. The disclosures required pursuant to the EBP Guidelines (as defined below) are set out herein below:

<table>
<tr><td>Details of size of the Issue including green shoe option, if any</td><td>Total issue: Issue up to 60,000 (Sixty Thousand) Rated, Listed, Unsubordinated, Secured, Taxable, Transferable, Redeemable Non-convertible Debentureseach having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) aggregating to INR 60,00,00,000/- (Indian Rupees Sixty Crores Only) ("NCDs" or "Debentures")
Green Shoe Option: Nil</td></tr>
<tr><td>Anchor Portion Details</td><td>No</td></tr>
<tr><td>Interest rate parameter</td><td>Fixed Coupon</td></tr>
<tr><td>Bid opening and closing date</td><td>Bid opening date: June 29, 2026
Bid closing date: June 29, 2026</td></tr>
<tr><td>Minimum Bid lot</td><td>1000 (One Thousand) Debentures (aggregating to INR 1,00,00,000 (Indian Rupees One Crore), and 1 (one) Debenture thereafter</td></tr>
<tr><td>Manner of bidding in the Issue/ Bid Type</td><td>Closed</td></tr>
<tr><td>Manner of allotment in the Issue</td><td>Uniform Yield Allotment</td></tr>
</table>
</td></tr>
</table>

	Manner of settlement in the Issue	Pay-in of funds through NSCCL. 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 EBP into the account of the NSCCL, as specified in this regard below
	Settlement cycle & Deemed Date of Allotment	T+1 (T being the day of bidding as per working day convention of recognized stock exchanges) Settlement of the Issue will be on June 30, 2026.
Specific declaration requested by Stock Exchange: non-equity regulatory capital.	This issue of Debentures does not form part of non-equity regulatory capital mentioned under Chapter V of the NCS Listing Regulations. The face value of each Debenture is INR 10,000/- (Indian Rupees Ten Thousand Only).	
Disclosure of filing	Given this is a private placement of non-convertible securities, there shall be no requirement of filing of this document with the Registrar of Companies pursuant to the Section 26(4) of the Companies Act, 2013.	
Re-issuance 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 **IIFL Samasta Finance 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 authorized by the Issuer through resolutions passed by the shareholders of the Issuer on March 20, 2026, the Board Resolution of the Company dated March 12, 2026, resolution passed by the Issuance and Allotment Committee of the Board of Directors dated 23rd June 2026 and the Memorandum and Articles of Association of the Company. Pursuant to the resolution passed in the Company's shareholders meeting dated January 24, 2024 in accordance with provisions of the Companies Act, 2013, the Company has been authorised to raise funds, by way of issuance of non-convertible debentures, upon such terms and conditions as the Board may think fit for aggregate amounts not exceeding INR 20,000,00,00,000/- (Indian Rupees Twenty Thousand Crore).

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 this Key Information Document. These risks are not, and are not intended to be, a

complete list of all risks and considerations relevant to the non-convertible securities or investor's decision to purchase such securities.

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SECTION 1 DISCLAIMERS

Please refer to Section 1 (*Disclaimers*) of the General Information Document for the disclaimers in respect of the issuance of Debentures.

DISCLAIMER BY THE MERCHANT BANKER

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

DISCLAIMER BY SEBI

THE SECURITIES HAVE NOT BEEN RECOMMENDED OR APPROVED BY SEBI NOR DOES SEBI GUARANTEE THE ACCURACY OR ADEQUACY THIS GENERAL 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.

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 the Companies Act, 2013, and shall include any re-enactment, amendment or modification of the Companies Act, 2013, as in effect from time to time.
Application Form	The form which shall be circulated to the prospective investors along with the Key Information Document for the purpose of applying for the debentures and marked as ANNEXURE X - APPLICATION FORM.
Allot/ Allotment/ Allotted	Unless the context otherwise requires or implies, the allotment of the Debentures pursuant to this Issue
Account Bank	State Bank of India
Beneficial Owner(s)	means the holder(s) of the Debentures in dematerialized form whose name is recorded as such with the Depository.
Board/ Board of Director(s)	Board of Director(s) of the Issuer
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 Mumbai or Chennai.
CDSL	Central Depository Services (India) Limited
Company / Issuer	IIFL SAMASTA FINANCE LIMITED
Constitutional Documents	means the memorandum of association and the articles of association of the Company;
Control	Means (including, with correlative meaning, the terms "controlled by" and "under common control with") of a Person means (a) ownership of more than 50% (fifty per cent) of the equity shares, voting rights or other ownership interests of such Person; or (b) the power to appoint more than half of the members of the board of directors; or (c) the power to direct the management or policies of a Person, whether through the ownership of voting rights, power to appoint directors or similar governing body of such Person, or through contractual or other arrangements;
Coupon	means the coupon payable on the Debentures on the Coupon Payment Date(s), at the Coupon Rate.
Coupon Payment Date	means the date(s) as specified in Section 8 (*Summary of Terms*) of this Key Information Document.
Debentures or NCDs	Issue of up to 60,000 (Sixty Thousand) Rated, Listed, Unsubordinated, Secured, Taxable, Transferable, Redeemable Non-convertible Debentures each having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) aggregating to INR 60,00,00,000/- (Indian Rupees Sixty Crores Only) ("**NCDs**"/ "**Debenture(s)**") .
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	Trustee for the Debenture Holder(s), in this case being Vardhman Trusteeship Private Limited
Debenture Trustee Agreement	means the agreement dated 23rd June, 2026 entered into by and between the Issuer and the Debenture Trustee for the purposes of appointment of the Trustee to act as trustee in connection with the issuance of the Debentures.

Deemed Date of Allotment	June 30, 2026
Depositary Participant / DP	A Depositary participant as defined under Depositories Act, 1996 as amended from time to time
Depository/ Depositories	A depository registered with SEBI under the SEBI (Depositories and Participants) Regulations, 1996 as amended from time to time.
Depositories Act	The Depositories Act, 1996, as amended from time to time.
DRR	Debenture Redemption Reserve
Due Date	means in respect of any Redemption Installment, premature redemption, interest or liquidated damages and all other monies payable under this Key Information Document/ Debenture Trust Deed, the date on which such amounts are due and payable, and includes Redemption Dates, Early Redemption Date and Interest Payment Dates
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
Financial Year / FY	means each period of 12 (twelve) months commencing on April 1 of any calendar year and ending on March 31 of the subsequent calendar year
Financial Indebtedness	means any indebtedness for or in respect of: a. moneys borrowed; b. any amount raised by acceptance under any 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: a) is redeemable at the option of the Company; or b) 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 Ind-AS, 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: a) 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 b) involves a period of more than six months before or after the date of acquisition or supply; i. 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);

	j. any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; k. 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 l. 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 (k) above.
General Information Document	The general information document dated 25th March, 2026 issued by the Issuer.
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;
Issue Opening Date	June 29, 2026
Issue Closing Date	June 29, 2026
Key Information Document	means this key information document dated 23th June , 2026 supplementing the General Information Document which sets out the terms and conditions for the issue and offer of the Debentures by the Issuer on a private placement basis and contains the relevant information in this respect.
Listed NCDs Master Circular	means the 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;.
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.
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 where net worth erodes by more than 10%; (ii) the ability of the Issuer to perform their 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);
Merchant Banker	SKI Capital Services Limited having its office at 718, Main Jashi Road, Karol Bagh, Delhi-110 005, India.
NA	Not applicable
NBFC	shall mean a non-banking financial company
NBFC Directions	means, collectively: i. the Reserve Bank of India (Non-Banking Financial Companies – Registration, Exemptions and Framework for Scale Based Regulation) Directions, 2025 dated November 28, 2025; ii. the Reserve Bank of India (Non-Banking Financial Companies - Microfinance Institution) Directions, 2025 dated November 28, 2025;

	iii. 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; iv. the Reserve Bank of India (Non-Banking Financial Companies – Governance) Directions, 2025 dated November 28, 2025; v. the Reserve Bank of India (Non-Banking Financial Companies – Prudential Norms on Capital Adequacy) Directions, 2025 dated November 28, 2025; vi. the Reserve Bank of India (Non-Banking Financial Companies – Income Recognition, Asset Classification and Provisioning) Directions, 2025 dated November 28, 2025; vii. the Reserve Bank of India (Non-Banking Financial Companies – Know Your Customer) Directions, 2025 dated November 28, 2025; viii. the Reserve Bank of India (Non-Banking Financial Companies – Miscellaneous) Directions, 2025 dated November 28, 2025; and ix. all other directions and circulars issued by the RBI in respect of/in relation to the functioning and governance of non-banking financial companies, each as amended, modified, supplemented or restated from time to time.
NEFT	National Electronic Fund Transfer
Stock Exchange / Designated Stock Exchange / NSE	National Stock Exchange Of India Limited
NSDL	National Securities Depository Limited
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 fees and other amounts due and payable by the Company under or in respect of this Key Information Document or any Transaction Document.
PAN	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 including Outstanding Amounts and accrued interest 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
Quarterly Date	Shall means each of March 31, June 30, September 30 and December 31 of a calendar year
Rating Agency/ Credit Rating Agency	means India Ratings and Research Private Limited a company incorporated under the Companies Act, 1956 and validly existing under the Companies Act, 2013 having corporate identification number U67100MH1995FTC140049 and its registered

	office at Wockhardt Tower, Level 4, West Wing, Plot C-2, G Block, Bandra Kurla Complex, Bandra (East), Mumbai, Maharashtra, India - 400051
Record Date	means, date occurring 15 (fifteen) calendar days prior to any Due Date.
REF / Recovery Expense Fund	shall mean the fund contributed by the Company towards creation of a recovery expense fund as required to be created in terms of the Master Circular for Debenture Trustees, as may be amended from time to time
R&T Agent	Registrar and Transfer Agent to the Issue, in this case being MUFG Intime India Private Limited
RTGS	Real Time Gross Settlement
SEBI	Securities and Exchange Board of India
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/ SEBI Listed Debentures Circulars	means, collectively, Master Circular for Debenture Trustees, the Listed NCDs Master Circular, NCS Listing Regulations and the LODR Regulations (to the extent applicable).
SEBI Listing Timelines Requirements	means the requirements in respect of the timelines for listing of debt securities issued on a private placement basis prescribed in Chapter VII (*Standardization of timelines for listing of securities issued on a private placement basis*) of the Listed NCDs Master Circular.
SEBI Merchant Banker Regulations	means the Securities and Exchange Board of India (Merchant Bankers) Regulations, 1992, as amended from time to time.
NCS Listing Regulations/ SEBI NCS Listing Regulations	The Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 together with the SEBI NCS Master Circular, as amended from time to time.
SEBI Debenture Trustees Regulations / Debenture Trustees Regulations	Means the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993, as amended, modified or restated from time to time.
TDS	Tax Deduction at Source
WDM	Wholesale Debt Market

SECTION 3 UNDERTAKING OF THE ISSUER

i. 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.

ii. 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.

iii. 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.

iv. The Company undertakes that the Key Information Document is in compliance with SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021, as amended from time to time.

v. The Issuer confirms that the Permanent Account Number, Aadhaar Number, Driving License Number, Bank Account Number(s) and Passport Number and personal addresses 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.

vi. 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.

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

viii. Issuer undertakes that it 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 Regulation 15 (1)(e) of the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993 and Rule 18(3) (e) of Companies (Share Capital and Debentures) Rules, 2014 by December 31, 2023 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* for the risk factors in respect of the issuance of Debentures.

RISKS RELATING TO THE DEBENTURES

I. Changes in the interest rates may affect the price of the Debentures

All securities where a fixed rate of interest is offered, such as Debentures are subject to price risk. The price of such securities will vary inversely with changes in prevailing interest rates, i.e., when interest rates rise, prices of fixed income securities fall and when interest rates drop, the prices increase. The extent of fluctuation in the prices is a function of the existing coupon/yield to maturity, days to maturity and the increase or decrease in the level of prevailing interest rates. Any increase in rates of interest is likely to have a negative effect on the price of the Debentures.

II. Secondary market for the Debentures may be Illiquid

It is not possible to predict if and to what extent a secondary market may develop in the Debentures or at what price the Debentures will trade in the secondary market or whether such market will be liquid or illiquid. As specified in the General Information Document, an application has been made to list or quote or admit to trading the Debentures on the WSD Segment of the Stock Exchange and an in-principal approval has been obtained. If the Debentures are so listed or quoted or admitted to trading on the Stock Exchange no assurance is given that any such listing or quotation or admission to trading will be maintained. The fact that the Debentures may be so listed or quoted or admitted to trading does not necessarily lead to greater liquidity than if they were not so listed or quoted or admitted to trading.

The Issuer may, but is not obliged to, at any time purchase the Debentures at any price in the open market or by tender or private agreement. Any Debentures so purchased may be resold or surrendered for cancellation. The more limited the secondary market is, the more difficult it may be for holders of the Debentures to realize value for the Debentures prior to redemption of the Debentures.

III. Credit risk and rating downgrade risk

In the event of deterioration in the financial health of the Issuer, there is a possibility that the rating agency may downgrade the rating of the Debentures. In such cases, potential investors may incur losses on revaluation of their investment or make provisions towards sub-standard/ non-performing investment as per their usual norms. The Issuer cannot guarantee that this rating will not be downgraded. Such a downgrade in the credit rating may lower the value of the Debentures and may also affect the Issuer's ability to raise further debts.

IV. The Debentures may not be a suitable investment for all potential Investors

Potential Investors should ensure that they understand the nature of the Debentures and the extent of their exposure to risk, that they have sufficient knowledge, experience and access to professional advisers such as legal, tax, accounting and other advisers to make their own legal, tax, accounting and financial evaluation of the merits and risks of investment in the Debentures and that they consider the suitability of the Debentures as an investment in the light of their own circumstances and financial condition.

V. Exercise of powers by the Debenture Trustee is subject to equitable principles and supervisory powers of courts

The exercise by the Debenture Trustee of the powers and remedies conferred on it under the Debentures and this General Information Document or otherwise vested in it by applicable law, will be subject to general equitable principles regarding the enforcement of security (as applicable), the general supervisory powers and discretion of the Indian courts in the context thereof and the obtaining of any necessary governmental or regulatory consents, approvals, authorizations or orders.

VI. The right of the Debenture Holders to receive payments under the Debentures will be junior to certain tax and other liabilities preferred by law on an insolvency of the Issuer

The Debentures will be subordinated to certain liabilities preferred by applicable law such as claims of the Government of India on account of taxes and certain liabilities incurred in the ordinary course of the Issuer's business (including workmen's dues). Upon an order for winding-up in India, the assets of a company are vested in a liquidator who has wide powers to liquidate such company to pay its debt and administrative expenses.

VII. Receipt of coupon or principal is subject to the credit risk of the Issuer.

Investors should be aware that the receipt of any coupon payment and principal amount at maturity is subject to the credit risk of the Issuer. Any stated credit rating of the Issuer reflects the independent opinion of the referenced rating agency as to the creditworthiness of the rated entity but is not a guarantee of credit quality of the Issuer. Any downgrading of the credit ratings of the Issuer by the rating agency may lower the value of the Debentures.

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.

The payment of the principal and coupon on the Debentures is subject to the credit risk of the Issuer whereby the investors may or may not recover all or part of the principal or coupon amount of the funds invested in case of default by the Issuer. Debenture Holders assume the risk that the Issuer will not be able to satisfy their obligations under the Debentures and may or may not recover all or part of the principal and/or coupon amount in case of default by the Issuer.

VIII. Security may be insufficient to redeem the Debentures (as applicable)

In the event that the Company is unable to meet its payment and other obligations towards Investors under the terms of the Debentures, the Debenture Trustee may enforce the Security as per the terms of security documents, and other related documents. The Debenture Holder(s)' recovery in relation to the Debentures will be subject to (i) the market value of such secured property, (ii) finding willing buyers for the Security at a price sufficient to repay the Debenture Holder(s)' amounts outstanding under the Debentures. The value realised from the enforcement of the Security may be insufficient to redeem the Debentures.

While the debenture is secured against a charge to the tune of 100% of the principal and interest amount in favour of debenture trustee, and it is the duty of the debenture trustee to monitor that the security is maintained, however, the possibility of recovery of 100% of the amount shall depend on the market scenario prevalent at the time of enforcement of the security.

IX. Payment of penalty

In case of outstanding debt instruments or deposits or borrowings, any default in compliance with the material covenants such as creation of security as per terms agreed, default in payment of interest, default in redemption or repayment, non-creation of debenture redemption reserve, default in payment of penal interest wherever applicable.

INTERNAL RISKS

Risk Factor in relation to the Issuer's business

1. ***We deal with higher risk clients and provide unsecured loans. Hence our business is exposed to risk of NPAs.***

Out of the total loans and advances by our Company, we had ₹ 1358.27 crore as secured loans and ₹ 9142.67 crore as unsecured loans which constituted 12.93 % and 87.07 %, respectively, of the total loans, as on March 31, 2026. The majority of our loans are unsecured and are of the high risk category. If we are unable to control the level of non-performing loans ("**NPAs**") in the future, or if our prudential reserves are insufficient to cover future default losses of our borrowers, our financial condition and results of operations may be materially and adversely affected.

As on March 31 March our net NPAs stood at ₹ 84.14 crore and gross NPA were at ₹ 282.03 crore, which amounts to 1.17 % and 3.78 %, respectively, as a percentage of our gross loan book. As the majority of our loans are unsecured and are given to high risk category customers. There is an uncertainty on the customers' ability to fulfil their loan obligations, as many MFI borrowers are from informal segment of the society or proper income proof verification. Accordingly, it can be difficult to assess the default credit risk. Such non-performing or low credit quality loans can negatively impact our results of operations. Therefore, we have various procedures and process controls in place to mitigate the credit default risk of our customers. All group lending loans are provided under the Grameen Model and based on the joint liability of the group. Nevertheless, we cannot assure you that we will be able to effectively control and reduce the level of the impaired loans in our total loan portfolio. The amount of our reported NPAs may increase in the future as a result of growth in our total loan portfolio, and also due to factors beyond our control, such excessive debt taken by our customers that we are unaware of.

If we are unable to manage our NPAs or adequately recover our loans, our results of operations will be adversely affected. Our 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 our total loan portfolio. As a result, if the quality of our total loan portfolio deteriorates, we may be required to increase our loan loss reserves, which will adversely affect our financial condition and results of operations. Our customers/borrowers are from informal segment and are from low-income group as a result might they are vulnerable to economic conditions worsening or growth rates decelerating in India, or if there are natural disasters such as floods and droughts in areas where our customers live. Moreover, there is no precise method for predicting credit losses from the loans, and we cannot assure you that our monitoring and risk management procedures will effectively predict such losses or that loan loss reserves will be sufficient to cover actual losses. If we are unable to control or reduce the level of our NPAs or poor credit quality loans, our financial condition and results of our operations could be materially and adversely affected. Further, we believe that our interests are perfected and legally enforceable, they might not be deemed as such in an Indian court.

2. ***Microfinance loans are unsecured and are susceptible to various operational and credit risks which may result in increased levels of NPAs, thereby adversely affecting our business, results of operation, cash flows and financial condition.***

Our micro-finance loans constitute 79.53 of our Gross AUM. Micro-finance loans are collateral-free loans, irrespective of end use and mode of application/ processing/ disbursal (either through physical or digital channels), provided to low-income households, i.e., households having annual income up to ₹3,00,000, as per

the Reserve Bank of India (Non-Banking Financial Companies– Credit Facilities) Directions, 2025 dated November 28, 2025. Further all our micro-finance loans are collateral-free in nature and are not be linked with a lien on the deposit account of the borrowers. Our customers typically have limited sources of income, savings and credit histories and as a result, are usually adversely affected by declining economic conditions.

Further, our JLG Customers do not provide any collateral or security for their borrowings as RBI, as per the new microfinance regulations, has mandated that microfinance loans should be collateral free to be eligible for classification as "Qualifying Assets". Such customers generally do not have a high level of financial resilience, and, as a result, they can be adversely affected by declining economic conditions and natural calamities such as floods or droughts. Furthermore, as there is typically limited financial information available about our focus customer segment and many of our customers do not have any credit history supported by tax returns, bank or credit card statements, statements of loan exposures from players operating in the unorganized segments or other related documents, it is difficult to consistently carry out credit risk analyses on our customers.

Further, we rely primarily on non-traditional guarantee mechanisms rather than any tangible assets such as collateral. Our loans typically involve a joint liability mechanism whereby borrowers form an informal joint liability group ("JLG") (typically comprising between five to ten members) and provide joint and several guarantees for loans obtained by each member of the group. There can however be no assurance that such joint liability arrangements will ensure repayment by the other members of the JLG in the event of default by any one of them. Such joint liability arrangements are likely to fail if there is no meaningful personal relationship or bond among members of such group, if inadequate risk management procedures have been employed to verify the group members and their ability to repay such loans, or as a result of adverse external factors such as natural calamities or forced migration. Further, while we have our own due diligence and credit analysis procedures, there can be no assurance that we will be able to ensure low delinquency rates. As a result, our customers potentially present a higher risk of loss in case of a credit default compared to that of borrowers in other asset-backed financing products.

Due to the underlying profile of our customers, we may, in the future, experience increased levels of non-performing assets and related provisions and write-offs, which would materially and adversely impact our business and results of operations. We cannot assure you that our risk management policies will continue to be sufficient or that additional risk management policies for individual borrowers will not be required. Failure to maintain sufficient credit assessment and risk management policies could adversely affect our credit portfolio, which could have a material and adverse effect on our business, results of operations, cash flows and financial condition.

3. ***Loans due within two years' account for almost all of our interest income, and a significant reduction in short term loans may result in a corresponding decrease in our interest income.***

The weighted average maturity of our loans as on March 31, 2026 was 13.36 months with average ticket size of ₹ 38,382. All of our loans matures within approximately two years of disbursement. The relatively short- term maturity of our loans means that our long-term interest income stream is less certain than if a portion of our loans were for a longer term. In addition, our customers may not obtain new loans from us upon maturity of their existing loans, particularly if there is an increase in competition or increase in interest rates. The potential instability of our interest income could materially and adversely affect our results of operations and financial position. Further, the weighted average maturity period of our borrowings as on March 31, 2026 stood at 25.6 months. Therefore, there is gap in relation of assets and maturity of our borrowings.

4. ***While we have presence in over 22 states and one union territory, our operations are majorly concentrated in Tamil Nadu, Bihar, Karnataka, Rajasthan and Uttar Pradesh. Any adverse developments in these states could have an adverse effect on our business, results of operations, financial condition and cash flows***.

We have presence in 22 states and one union territory and as of March, 2026, we conducted our operations through 1614 branches in India, of which 218 branches were located in Bihar, 211 branches were located in Tamil Nadu, 192 branches were located in Karnataka, 146 branches were located in Uttar Pradesh and 134 branches were located in Rajasthan. As of March 31, 2026 ,21.4 % of our Gross AUM originated in Bihar, 12.5 % of our Gross AUM originated in Karnataka, 13.0 % of our Gross AUM originated in Tamil Nadu,9.20 % of our Gross AUM originated in Uttar Pradesh and 7.2 % of our Gross AUM originated in Rajasthan. In the event of a regional slowdown in the economic activity in these states or any other developments including health epidemics, political unrest, disruption or sustained economic downturn that make our products in these states less beneficial, we may experience an adverse impact on our financial condition, cash flows and results of operations, which are largely dependent on the performance and other prevailing conditions affecting the economies of these states. The market for our products or general business conditions in these states may perform differently from, and be subject to, market and regulatory developments that are different from the requirements in other states of India. There can be no assurance that the demand for our products will grow or will not decrease in the future in these states.

Further we are exposed to certain political, regulatory and concentration of risks and therefore, plan to expand into newer geographic locations. Due to the nature of operations, we are exposed to political, regulatory and concentration risks. We believe a mitigation to this is to expand our geographical reach and we are consequently expanding operations in different geographies.

If we are not effectively able to manage such operations and expansion, we may lose money invested in such expansion, which could adversely affect our business and results of operations.

5. ***An increase in our portfolio of non-performing assets and/ or our provisions may materially and adversely affect our business and results of operations****.*

Our management of credit risk involves having appropriate credit policies, underwriting standards, approval processes, loan portfolio monitoring, collection and remedial management, provisioning policies and an overall architecture for managing credit risk. If the credit quality of our customers, the growth of our loan portfolio or our provisioning levels deteriorate, it could have an adverse effect on our business, results of operations, cash flows and financial condition. Further, our credit monitoring and risk management policies and procedures may not be accurate, properly designed, or appropriately implemented or complied with by our customers, and we could suffer material credit losses. In addition, even if our policies and procedures are accurate and appropriate, we may not be able to anticipate future economic or financial developments or downturns, which could lead to an increase in our NPAs.

We recognize impairment of financial instruments on our statement of profit and loss based on ECL (Expected Credit Loss) methodology in accordance with Ind AS. In addition to the required provision under our ECL model, we also consider our management overlay and macroeconomic factors as applicable for loan losses and risks inherent in the loan portfolio when deciding on the appropriate level of impairment allowance, which are recognized under impairment on financial instruments. The determination of an appropriate level of loan losses and provisions involves a degree of subjectivity and requires that we make estimates of current credit risks, all of which may be subject to material changes. Any incorrect estimation of risks may result in our provisions not being adequate to cover any further increase in the amount of NPAs or any further deterioration in our NPA portfolio.

The following table sets forth the classification of our gross loan portfolio as of Financial Years ending 2026, 2025, 2024 and 2023.

(₹ in crore)

	Asset Classification			
	March 2026	**March 2025**	**March 2024**	**March 2023**
Loans outstanding (Gross) (A)*				

(₹ in crore)

	Asset Classification			
	March 2026	**March 2025**	**March 2024**	**March 2023**
Stage 1	7,134.41	6,638.12	9,444.81	7,593.73
Stage 2	52.82	209.34	78.68	235.46
Stage 3	282.02	338.67	185.21	169.35
Loans outstanding (Gross)	7,468.72	7,186.13	9,708.70	7,998.53
Impairment loss allowance (B)				
Stage 1	49.61	70.78	115.64	139.58
Stage 2	8.27	39.16	16.37	9.78
Stage 3	197.89	238.88	152.84	105.04
Total Impairment loss allowance	255.78	348.82	284.84	254.41
Loans outstanding (Net) (C = A – B)				
Stage 1	7,084.80	6,567.34	9,329.17	7,454.15
Stage 2	44.55	170.18	62.32	225.67
Stage 3	84.13	99.79	32.37	64.31
Loans outstanding (Net)	7212.94	6,837.31	9,423.87	7,744.13
Gross Stage 3 (%) $ (1)	3.78%	4.71%	1.91%	2.12%
Net Stage 3 (%) # (2)	1.17%	1.46%	0.33%	0.80%

Notes:

According to Ind AS 109, Stage 1 includes loans for which the credit risk at the reporting date is in line with the credit risk at the initial recognition (i.e., disbursement date). Stage 2 includes loans for which the credit risk at reporting date is significantly higher than at the risk at the initial recognition (Significant Increase in Credit Risk i.e., SICR). Stage 3 includes default loans; a loan is considered default at the earlier of (i) the Company considers that the obligor is unlikely to pay its credit obligations to the Company in full, without recourse by the Company to actions such as realizing collateral (if held); or (ii) the obligor is past due more than 60 / 90 days on any material credit obligation to the Company.

** Represents Gross Carrying Value*

$ Stage 3 loan outstanding (Gross) / Total loan outstanding (Gross)

 # Stage 3 loan outstanding (Net) / Total loan outstanding (Net)

(1) Gross Stage 3 (%) represents Gross Stage 3 loans outstanding (as defined above) as a percentage of the total portfolio loans outstanding (gross) as of the last day of the relevant period.

(2) Net Stage 3 (%) represents Net Stage 3 loans outstanding (as defined above) as a percentage of total portfolio loans outstanding (net) as of the last day of the relevant period.

Note: Loans include group lending loans and individual loans.

The following table sets forth the classification of our gross loan portfolio as of March 31, 2026.

(₹ in crores)

Asset Classification	
	March 31, 2026
Loans outstanding (Gross) (A)*	
Stage 1	7,134.41
Stage 2	52.82
Stage 3	282.02
Loans outstanding (Gross)	7,468.72
Impairment loss allowance (B)	
Stage 1	49.61
Stage 2	8.27
Stage 3	197.89

Asset Classification	
	March 31, 2026
Total Impairment loss allowance	255.78
Loans outstanding (Net) (C = A – B)	
Stage 1	7,084.80
Stage 2	44.55
Stage 3	84.13
Loans outstanding (Net)	7212.94
Gross Stage 3 (%) $ (1)	3.78%
Net Stage 3 (%) # (2)	1.17%

Notes:

According to Ind AS 109, Stage 1 includes loans for which the credit risk at the reporting date is in line with the credit risk at the initial recognition (i.e., disbursement date). Stage 2 includes loans for which the credit risk at reporting date is significantly higher than at the risk at the initial recognition (Significant Increase in Credit Risk i.e., SICR). Stage 3 includes default loans; a loan is considered default at the earlier of (i) the Company considers that the obligor is unlikely to pay its credit obligations to the Company in full, without recourse by the Company to actions such as realizing collateral (if held); or (ii) the obligor is past due more than 60 / 90 days on any material credit obligation to the Company.

** Represents Gross Carrying Value*

$ Stage 3 loan outstanding (Gross) / Total loan outstanding (Gross)

 # Stage 3 loan outstanding (Net) / Total loan outstanding (Net)

(1) Gross Stage 3 (%) represents Gross Stage 3 loans outstanding (as defined above) as a percentage of the total portfolio loans outstanding (gross) as of the last day of the relevant period.

(2) Net Stage 3 (%) represents Net Stage 3 loans outstanding (as defined above) as a percentage of total portfolio loans outstanding (net) as of the last day of the relevant period.

Note: Loans include group lending loans and individual loans.

A number of factors outside of our control affect our ability to limit and reduce NPAs. These factors include developments in the Indian and global economy, domestic or global turmoil, competition, changes in customer behavior and demographic patterns, various central and state government decisions (including farm loan waivers or any), changes in interest rates and exchange rates and changes in regulations, including with respect to regulations requiring us to lend to certain sectors identified by RBI, or the Government of India. These factors, coupled with other factors such as volatility in commodity markets, decrease in agriculture productivity and decline in business and consumer confidence, could impact our customers and in turn impact their ability to fulfil their obligations under the loans we extended to them. In addition, the expansion of our business may cause our NPAs to increase and the overall quality of our loan portfolio to deteriorate. If our NPAs increase, we will be required to increase our provisions, which would result in our net profit being less than it otherwise would be and could materially adversely affect our financial condition, cash flows and results of operations

6. ***The past performance and growth of our business is not indicative of our future performance and growth. If we are unable to manage our growth effectively, our financial, accounting, administrative, operational and technology infrastructure, as well as our business and reputation could be adversely affected.***

Our business has experienced organic growth over the past few years. Our network of branches in India has expanded from 1660 branches servicing 27.3 lakh customers as of March 31, 2025 to 1614 branches servicing approximately 21.24 lakh customers as of March 31, 2026

As part of our growth strategy, we expect the contiguous expansion of our geographic footprint and network of branches to continue, which may further constrain our capital and human resources, and make asset quality

management increasingly important. As we move to newer geographies, we may not be able to maintain the level of our NPAs or the quality of our portfolio. We will need to continue to enhance and improve our financial, accounting, information technology, administrative/ risk management and operational infrastructure and internal capabilities in order to manage the future growth of our business effectively. For example, our current BR.Net and Perdix banking application software is a centralized core banking solution that has been licensed from an information technology company. There can be no assurance that the network infrastructure required for communication with the centralized system can be expanded in scale to meet any increase in the volume of our transactions. We may also not be able to implement the necessary improvements in a timely manner, or at all, and we may encounter deficiencies in existing systems and controls. Further, we may be unable to develop adequate infrastructure or devote sufficient financial resources or develop and attract talent to manage our growth.

If we are unable to manage our future expansion successfully, our ability to provide products and services to our customers would be adversely affected, and, as a result, our reputation could be damaged, and our business and results of operations could be materially and adversely impacted.

Notwithstanding the expansion of our business and customer base, there is no guarantee that we will be able to effectively manage or continue the rate of growth and financial performance. Our disbursements across our financing products for March 31, 2026 and financial years ended March 31, 2025 and 2024 were ₹ 5,566.19 crore, ₹ 10,213.77 crore and ₹ 5,710.24 crore respectively. Our net interest incomes for the nine months ended March 31, 2026 and the financial years ended March 31, 2025 and 2024 were ₹ 749.12 crore, ₹ 1,391.63 crore and ₹ 1,525.61crore, respectively. Our profit after tax for the nine months ended December 31, 2025 and financial years ended March 31, 2025, 2024 and 2023 were ₹ (39.34) crore, ₹ 20.40crore, ₹ 503.04 crore and ₹ 128.18 crore respectively. Our net worth (calculated basis the definition provided under section 2(57) of Companies Act, 2013) as of March 31, 2025, was ₹ 1,955.78 crore. However, our past growth is not indicative of our future performance or potential growth.

We have reported our Gross AUM of ₹ 10,552.24 crore as of March 31, 2023; ₹ 14,211.28 crore as of March 31, 2024 and ₹ 11,100.83 crore as on March 31, 2025. Our Gross AUM as on March 31, 2026 stood at ₹ 10,500.93 crore. While we were profitable during the last three fiscal years and will continue to endeavour to grow our profitability, however, going forward, no assurance can be given that our growth will continue at a similar rate or that we will be able to manage our rapid growth. If we are unable to implement or sustain our growth strategy effectively it could adversely affect our business, results of operations, cash flows and financial condition.

7. ***Failure to train employees and large scale attrition, especially at the senior management level, can make it difficult for us to manage our business.***

Our ability to sustain our rate of growth also depends, to a large extent, upon our ability to recruit trained and efficient personnel, retain key managerial personnel, maintain effective risk management policies, continue to offer products, which are relevant to our target base of clients, develop managerial experience to address emerging challenges and ensure a high standard of client service. We will need to recruit new employees, who will have to be trained and integrated into our operations. We will also have to train existing employees to adhere properly to internal controls and risk management procedures. Failure to train our employees properly may result in an increase in employee attrition rate, a need to hire additional employees, erosion in the quality of customer service, a diversion of the management's resources, an increase in our exposure to high-risk credit and an increase in costs for us.

Our growth has placed and will continue to place significant demands on our operational, credit, financial and other internal risk controls, including:

- developing and improving our products and delivery channels;

- recruiting, training and retaining sufficient skilled personnel;
- upgrading, expanding to digital platforms;
- upgrading our technology stack to support the expanding scale of business;
- complying with regulatory requirements; and
- maintaining high levels of customer satisfaction.

If we are not successful in implementing or executing these operational measures and risk controls, we may not be able to expand our business as we have in the past, and our growth rate may decline. We may not be able to manage our new operations effectively or efficiently, which would mean that our operations would suffer, and our performance and financial results as a whole would be materially and adversely affected. If we are not able to attract, motivate, integrate or retain qualified personnel at levels of experience that are necessary to maintain our quality and reputation, it will be difficult for us to manage our business and growth. We depend on the services of our executive officers and key employees for our continued operations and growth.

8. ***Our business is particularly vulnerable to interest rate risk, and volatility in interest rates could have a material adverse effect on our net interest income, net interest margin and our financial performance.***

Our results of operations depend to a large extent on the level of our net interest income as our primary revenue source is interest income. Net interest income is the difference between our revenue from operations and our finance costs. The differential between the interest rates that we charge on interest- earning assets (i.e. our portfolio loans) and the interest rates that we pay on interest-bearing liabilities, and the volume of such assets and liabilities, tend to have a significant impact on our results of operations. During the year ended March 31, interest on loans represented 79.59% of our total income. Further, as on March 31 2026, 45.91% and 55.09% of our total borrowings were in fixed interest rates and floating interest rates, respectively. While 100% of our total advances were in fixed interest rates. Changes in market interest rates affect the interest rates we charge on our interest-earning assets differently from the interest rates we pay on our interest-bearing liabilities. Interest rates are highly sensitive, and fluctuations thereof are dependent upon many factors which are beyond our control, including the monetary policies of RBI, de-regulation of the financial services sector in India, domestic as well as international economic and political conditions, inflation and other factors. Interest rates in India have been volatile in the past. For example: RBI has decreased the repo rate by 125 basis points from December 2024 to March 2026, decreasing the repo rate to 5.25%. The increase in repo rate resulted in an increase in MCLR of banks and financial institutions with a lag. The sharp increase in interest rate tends to impact our cost of funds and profitability of our Company. The differences between repricing maturities of rate sensitive liabilities and rate sensitive assets, called repricing gaps, exposes our business to interest rate risk. Our business is also exposed to interest rate risk in the form of non-uniform movement in different interest rate benchmarks that are used for pricing of our assets and liabilities.

A decrease in inflation and consequent changes in bank rates, repo rates and reverse repo rates by RBI have led to an increase in interest rates on loans provided by banks and financial institutions and consequently, interest rates in India have been volatile in recent financial periods. There can be no assurance that we will be able to adequately manage our interest rate risk in the future, which could have an adverse effect on our net interest income and net interest margins, which could in turn have a material adverse effect on our business, results of operations, cash flows and financial condition.

As the repricing maturities of our liabilities and assets are spread over different time periods, we are exposed to interest rate risk in the form of non-parallel movement in yield curves. Further, in a declining interest rate environment, if our cost of funds does not decline simultaneously or to the same extent as the yield on our interest-earning assets, it could lead to a reduction in our net interest income (representing our revenue from operations as reduced by our finance costs) and net interest margin. The quantum of the changes in interest rates for our assets and liabilities may also be different, leading to a decrease in the interest margin.

We operate a defined benefit gratuity plan in respect of certain eligible employees. The investments of the superannuation funds are made in government securities, financial institutions and other financial products. If interest rates were to fall, our liabilities under defined benefit gratuity plan will increase, which would impact our profits and financial performance.

Moreover, changes in interest rates could affect our fixed income portfolio and treasury income.

There can be no assurance that we would be able to adequately manage our interest rate risks. If we are unable to effectively manage our interest rate risks, it could have an adverse effect on our net interest income, net interest margin, thereby impacting our business prospects, financial condition and results of operations.

9. ***Our Company's growth will depend on our Company's continued ability to access funds at competitive rates which is dependent on a number of factors including our Company's ability to maintain its credit ratings. Any downgrade of our credit ratings may increase our borrowing costs and constrain our access to capital and debt markets and, as a result, may adversely affect our net interest margin and our results of operations and cashflows.***

The cost and availability of funds is dependent, among other factors, on our short-term and long-term credit ratings. Credit ratings reflect a rating agency's opinion of our financial strength, operating performance, industry position, and ability to meet our obligations. Any future performance issues for our Company or the industry may result in a downgrade of our credit ratings, which may in turn lead to an increase in our borrowing costs and constrain our access to capital and debt markets and, as a result, may adversely affect our net interest income and net interest margin.

Any downgrade of our credit ratings would increase borrowing costs and constraint our access to capital and debt markets and, as a result, would negatively affect our net interest margin and our business. In addition, downgrades of our credit ratings could increase the possibility of additional terms and conditions being added to any additional financing or refinancing arrangements in the future. There is a possibility of increase in forced sale of our NCDs by the investors resulting in sharp decline in their market price. Any such adverse development could adversely affect our business, financial condition, cash flows and results of operations and cashflows.

We also face certain restrictions on our ability to raise money from international markets, which may further constrain our ability to raise funds at attractive rates. While our borrowing costs have been competitive in the past due to our ability to raise debt products, credit rating and our asset portfolio, we may not be able to offer competitive interest rates for loans to our customers if we are unable to access funds at an effective cost that is comparable to or lower than our competitors. This may adversely impact our business and results of operations and cashflows.

10. ***Our statutory auditor has highlighted certain emphasis of matters to their audit report relating to our audited financial statements, which may affect our future financial results.***

There were no modifications i.e., unmodified opinions were given by our Statutory Auditor in their audit report for Fiscal 2024 and the Statutory Auditors in their audit reports for Fiscal 2023 and 2022.

11. ***Our Company, Directors, Promoters and our Group Companies are subject to certain legal proceedings and any adverse decision in such proceedings may have a material adverse effect on our business, financial condition, cash flows and results of operations.***

Our Company, Directors, Promoters and our Group Companies are subject to certain legal proceedings including civil suits, consumer litigations, tax litigations etc. We and our Directors, Promoters and our Group Companies incur substantial cost in defending these proceedings before a court of law. Moreover, we are unable to assure

you that we shall be successful in any or all of these actions. In the event, we suffer any adverse order, our reputation may suffer and may have an adverse impact on our business and results of operations. We cannot assure you that an adverse order by any statutory or governmental authority would not have a negative impact on our profit, financial condition and cash flows. If the courts or tribunals rule against us, our Directors or our group companies, we may face monetary and/ or reputational losses. Furthermore, we may also not be able to quantify all the claims in which our group companies are involved.

"**IIFL**" is a well-established brand among retail, institutional and corporate investors in India and we believe we have benefited extensively from the brand. We also derive substantial benefit from synergies and cross-selling opportunities generated between our company and entities within IIFL group. As a result, our company's reputation and brand may be affected by any regulatory orders alleging non-compliance by other entities within the IIFL group with laws and regulations.

A summary of the outstanding proceedings involving our Company, Directors, Promoters and Group Companies in accordance with requirements under the SEBI NCS Regulations, as disclosed in this **General Information Document**, to the extent quantifiable, have been set out below:

Name	Criminal Proceedings	Tax Proceedings	Statutory or Regulatory Proceedings	Disciplinary actions by the SEBI or Stock Exchanges	Material Civil Litigations	Aggregate amount involved (₹ in crores)
Company						
By the Company	2525	0	0	0	0	37.55
Against the Company	0	0	0	0	0	0.26
Directors						
By the Directors	0	0	0	0	0	0
Against the Directors	0	0	0	0	0	0
Promoters						
By the Promoters	4	0	0	0	4	209.11
Against the Promoters	3	0	3	0	5	0.02
Group Companies						
By the Group Companies	13	0	0	0	2	0
Against the Group Companies	9	0	0	0	5	39.82

12. ***We are subject to certain conditions and restrictions in terms of our financing arrangements, which could restrict our ability to conduct our business and operations in the manner we desire. In addition, on certain occasions in the past, we have been unable to comply with certain financial covenants in our financing documents.***

As of March, 31st 2026, we had total borrowings aggregating to ₹ 7755.54 crore. Incurring indebtedness is a direct consequence of the nature of our business, and having large outstanding borrowings portfolio may have significant implications on our business and results of operations and cashflows, including, *inter alia*:

- low availability of cash flow for working capital, capital expenditures and other general corporate requirements;

- fluctuations in market interest rates may affect the cost of our borrowings, as our indebtedness is at variable interest rates;

- affecting our ability to obtain additional financing in the future at reasonable terms;

- triggering provisions of cross-default across multiple financing arrangements;

- adverse and onerous implications (including limitations to the use of funds in the relevant facility) in the event of inability to comply with financial and other covenants specified in the financing agreements;

- the right to recall loans by our lenders; and

- reduction in the ability to respond to changing business, regulatory and economic conditions.

Some of the financing arrangements entered into by us also include conditions that require us to obtain the respective lender's consent prior to carrying out certain activities. These covenants vary depending on the requirements of the financial institution extending the loan, and may be, *inter alia*, in relation to: (i) permitting any change in the management or constitution documents of the Company ; (ii) creating any further charge, lien or encumbrance over the assets and properties of the Company; (iii) effecting any changes to the shareholding of the Company to the effect that it changes the management control of the Company; (iv) making any investments by way of deposits, loans, advances or investments in share capital or otherwise, in any concern or providing any credit or giving any guarantee, indemnity or similar assurance other than in normal course of business; (v) revaluing its assets; (vi) paying any commission to its promoters, directors, managers or other persons for furnishing guarantees, counter guarantees or indemnities; (vii) inducting on its Board a person whose name appears in the list of willful defaulters (in accordance with the extant guidelines issued by RBI); (viii) buy back, cancel, retire, reduce, redeem, re-purchase, purchase or otherwise acquire any of its share capital now or hereafter outstanding, or set aside any funds for the foregoing purposes, issue any further share capital whether on a preferential basis or otherwise or change its capital structure in any manner whatsoever that may result in change in promoters or the promoters losing control, (viii) approaching capital markets for mobilizing additional sources, either in the form of debt or equity; (ix) implement any scheme of expansion, modernization, diversification or acquire fixed assets other than those shown in the cash flow statement.

Further, under certain financing arrangements, we are required to maintain specific credit ratings and other financial ratios, which may restrict or delay certain actions or initiatives that we may propose to take in the ordinary course of business.

While we duly informed the relevant lenders about such non-compliance (and the reasons thereof) and requested for their waivers and the relevant lenders have not declared a default on this account, we cannot assure you that that they will not do so in the future, or such instances of non-compliance would not recur in future.

Failure to observe the covenants under our financing arrangements or failure to obtain necessary waivers may lead to the termination of our credit facilities, acceleration of amounts due under such facilities, trigger cross-default provisions and the enforcement of security provided. There can be no assurance that we would be able to persuade our lenders to grant extensions or refrain from exercising such rights, which may adversely affect our operations and cash flows. During any period in which we are in default, we may be unable to raise, or face difficulties raising, further financing or generate sufficient cash to fund our liquidity requirements.

Any default or delay in repayment of our borrowing would trigger payment to some or all of the other borrowing obtained by our Company, which would have a material adverse effect on the liquidity position, cash flows, business and results of operation of our Company.

Our lenders also have the ability to recall or accelerate all or part of the amounts owed by us, subject to the terms of the financing arrangement. Such recalls may be contingent on the happening of an event beyond our control and there can be no assurance that we will be able to persuade our lenders to give us extensions or to refrain from exercising such recalls. A recall notice may also lead to an event of default under an existing financing arrangement. There can be no assurance that we will be able to repay our loans in full, or at all, at the receipt of a recall or acceleration notice, or otherwise. Our inability to comply with the conditions prescribed under the financing arrangements, or repay the loans as per the repayment schedule, may have an adverse impact on our credit rating, business operations and future financial performance. Further, if we are unable to service our existing debt, our ability to raise debt in the future will be adversely affected, which will have a significant adverse effect on our results of operations, cashflows, financial condition and our business.

13. *We may face various risks associated with our large number of branches and widespread network of operations which may adversely affect our business, financial condition, results of operations and cashflows.*

As of March 31, 2026, we have presence across 22 states (Andhra Pradesh, Arunachal Pradesh, Assam, Bihar, Chhattisgarh, Goa, Gujarat, Haryana, Jharkhand, Karnataka, Kerala, Madhya Pradesh, Maharashtra, Odisha, Punjab, Rajasthan, Tamil Nadu, Telangana, Tripura, Uttar Pradesh and West Bengal) and one union territory (Puducherry) in India through 1,614 branches.

As a consequence of our large network, we may be exposed to certain risks, including, amongst others:

- preserving our asset quality and managing our NPAs as our geographical presence increases and our customer profile changes;
- developing and improving our product delivery channels;
- upgrading, expanding and securing our technology platform;
- complying with regulatory requirements such as KYC and AML norms;
- maintaining high levels of customer satisfaction;
- difficulties arising from operating a larger and more complex organization;
- difficulties arising from coordinating and consolidating corporate and administrative functions;
- delay in the transfer of data amongst various locations;
- higher technology support costs to achieve last mile connectivity;
- operational risks including integration of internal controls and procedures;
- failure to efficiently and optimally allocate management, technology and other resources across our branch network;
- failure to manage third-party service providers in relation to any outsourced services;
- difficulties in the integration of new branches with our existing branch network;
- difficulties in supervising local operations from our centralized locations;
- difficulties in hiring and training skilled personnel in sufficient numbers to operate the new branches locally and management to supervise such operations from centralized locations;
- failure to maintain the level of customer service at all branches; and
- unforeseen legal, regulatory, property, local taxation, labor or other issues.

Any of the above reasons may result in our failure to manage our expansive presence, which may materially and adversely affect our brand, reputation, business, financial condition, results of operations and cash flows.

14. *We are subject to the risks associated with all our premises being leased.*

As of March 31, 2026 our Registered and Corporate Office, all our branches and regional offices operate from premises taken on leave and license basis. Termination of or failure to renew lease agreements with a fixed term of lease for these premises on terms and conditions favorable to us or at all, may require us to shift the concerned branch offices to new premises, and we may incur substantial rent escalation and relocation costs as a result. This might adversely affect our business operations and make us incur additional expenses. We may also face the risk of being evicted in the event that our landlords allege a breach on our part of the terms of the lease agreements.

Further, certain lease agreements are not duly registered or adequately stamped. Failure to adequately stamp and register a document does not affect the validity of the underlying transaction but renders the document inadmissible in evidence (unless stamped prior to enforcement with payment of requisite penalties, which may be up to ten times the stamp duty payable, and other such fees that may be levied by the authorities). Further, documents which are insufficiently stamped are capable of being impounded by a public officer. Consequently, should any dispute arise in relation to our use of the relevant properties, we may be unable to, or may incur additional expenses to, enforce our rights in relation to such properties.

15. *This General Information Document includes certain unaudited financial information, which has been subjected to limited review, in relation to our Company. Reliance on such information should, accordingly, be limited.*

This General Information Document includes unaudited financial information in relation to our Company for the ended March 31, 2026 in respect of which the Auditors have issued their Limited Review Report dated January 20, 2026. As Unaudited Financial Results prepared by our Company in accordance with Regulation 52 of the SEBI LODR Regulations have been subject only to a limited review and as described in Standard on Review Engagements (SRE) 2410, "Review of Interim Financial Information" Performed by the Independent Auditor of the Entity" issued by the ICAI, and not to an audit, any reliance by prospective investors on such Limited Review Financial Information for the three months ended March 31, 2026 should, accordingly, be limited.

Any financial results published in the future may not be consistent with past performance. Accordingly, prospective investors should rely on their independent examination of our financial position and results of operations, and should not place undue reliance on, or base their investment decision solely on the financial information included in this General Information Document.

16. *Our results of operations could be adversely affected as a result of any disputes with our employees.*

Our operations are personnel-driven, and we place a lot of emphasis on the effective training of our personnel in communication and service orientation skills. However, a failure to train and motivate our employees may lead to an increase in our employee attrition rates, erode the quality of customer service, divert management resources and impose significant costs on us which may have an adverse impact on our business and future financial performance. There is risk of employee attrition due competitive environment. The attrition rate in MFI industry is generally high. Our Company's employee turnover rate for the financial year ended March 31, 2026 was 48% (YTD).

We employed 15,573 full-time employees (including trainees) as of March 31, 2026, and lay significant emphasis on our employees' overall welfare. However, there can be no assurance that there will not be any future disruptions in our operations due to any disputes with our employees, or that such disputes will not adversely affect our business and results of operations. We depend on our branch-level employees for sourcing, disbursements and collections and customer liaison, and significant attrition at any of our branches could adversely impact our operations.

Further, in the event of a labour dispute, protracted negotiations and strike action may impair our ability to carry on our day-to-day operations, which could materially and adversely affect our business, future financial performance and results of operations.

17. *Our Company's business requires substantial capital and any disruption in the sources of its funding or an increase in its average cost of borrowings could have a material adverse effect on its liquidity and financial condition.*

Our liquidity and ongoing profitability are, to a large extent, dependent upon our timely access to, and the costs associated with, raising capital. Our funding requirements have historically been met through a combination of borrowings from a well-diversified base of domestic lenders. Our finance costs were ₹ 570.98 crore, ₹ 832.08 crore ₹ 880.39 crore ₹ 586.98 crore and ₹ 395.10 crore for the Nine months ended December 31, 2025, Fiscal 2025, Fiscal 2024, Fiscal 2023 and Fiscal 2022 respectively. Our business growth, liquidity and profitability depend and will continue to depend on our ability to access diversified, relatively stable and low-cost funding sources as well as our financial performance, capital adequacy levels, credit ratings and relationships with lenders. As a financial services company, we have to adhere to certain regulatory requirements while obtaining financing. Any adverse developments or changes in applicable laws and regulations, which limit our ability to raise funds through term loans or through private placements of non-convertible debentures, can disrupt our sources of funding and as a consequence, could have a material adverse effect on our liquidity and financial condition.

Our Total Borrowings were ₹ 6,983.39 crore as at December 31, 2025 out of which ₹ 3,617.73 crore were to mature or repaid in less than a year. In order to meet these debt obligations, we will either need to refinance, which may prove to be difficult in the event of volatility in the credit markets, or alternatively, raise additional retained earnings or generate sufficient operating cash flows to retire the debt. There can be no assurance that our business will generate sufficient cash to enable it to service its existing debt or to fund its other liquidity needs.

Our ability to borrow funds and refinance existing debt may also be affected by a variety of factors, including deterioration in our financial performance or profitability, regulatory policies impacting the ability of lenders to lend to certain sectors such as NBFCs, liquidity in the credit markets, the strength of the lenders from which we borrow, the amount of eligible collateral, credit rating downgrade and accounting changes that may impact calculations of covenants in our financing agreements. An event of default, a significant negative ratings action by a rating agency, an adverse action by a regulatory authority or a general deterioration in prevailing economic conditions that constricts the availability of credit may increase our cost of funds and make it difficult for us to access financing in a cost-effective manner. A disruption in sources of funds or increase in cost of funds as a result of any of these factors may have a material adverse effect on our liquidity and financial condition.

Pursuing our growth strategy and introducing new product offerings to our customers will have an impact on our long-term capital requirements. The market for such funds is competitive and our ability to obtain funds at competitive rates will depend on various factors. If we are unable to access funds at an effective cost that is comparable to or lower than our competitors, we may not be able to offer competitive interest rates for our loans. Our ability to raise funds on acceptable terms and at competitive rates continues to depend on various factors, including the regulatory environment and policy initiatives in India, liquidity in the market, developments in international markets affecting the Indian economy, investors' and/or lenders' perception of demand for debt and equity securities of NBFCs, and our current and future results of operations and financial condition. If we are unable to obtain adequate financing or financing on terms satisfactory to us or refinancing and in a timely manner, our ability to grow or support our business and to respond to business challenges could be limited and our business prospects, results of operations, cash flows and financial condition would be materially and adversely affected.

18. *We continue to be controlled by our Promoter and it will continue to have the ability to exercise significant control over us. We cannot assure you that exercise of control by our Promoter will always favor our best interest.*

Our Promoter, IIFL Finance Limited holds 99.56 % of our outstanding Equity Shares as on March 31, 2026. Our Promoter, IIFL Finance Limited exercises significant control over us, including being able to control the composition of our Board and determine matters requiring shareholder approval or approval of our Board. Our Promoter, IIFL Finance Limited may take or block actions with respect to our business, which may conflict with our interests or the interests of our minority shareholders. By exercising their control, our Promoter, IIFL Finance Limited could delay, defer or cause a change of our control or a change in our capital structure, delay, defer or cause a merger, consolidation, takeover or other business combination involving us, discourage or encourage a potential acquirer from making a tender offer or otherwise attempting to obtain control of us which may not favor our best interest.

19. Financial market turmoil can adversely affect economic activity globally, including India. Deterioration in the credit and capital markets may result in volatility of our investment earnings and impairments to our investment and asset portfolio, including the assets in our Balance Sheet, which are maintained as a part of our liquidity management. ***Our Company may face asset-liability mismatches which could affect its liquidity and consequently may adversely affect our Company's operations and profitability.***

Asset-liability mismatch represents a situation when financial terms of an institution's assets and liabilities do not match and is a key financial parameter indicative of an NBFC's performance. Our funding requirements are met through diverse funding sources such as (i) term loans from banks, NBFCs, development financial institutions, (ii) commercial papers, and (iii) non-convertible debentures. The term loans from banks are predominantly co-terminus with the tenor of the loans given to our microfinance customers. The term loans from NBFCs and development financial institutions have tenor more than or equal to the tenor of the loans given to our customers. The non-convertible debentures predominantly have tenor longer than the tenor of the loans given to our customers.

However, we may face potential variation in asset-liability mismatch and liquidity risk due to varying periods over which our assets and liabilities mature. If we are unable to obtain additional credit facilities or renew our existing credit facilities in a timely and cost-effective manner to meet our maturing liabilities, or at all, this may lead to gaps and mismatches between our assets and liabilities, which in turn may adversely affect our liquidity position, and in turn, our operations and financial performance.

The following table describes the standalone ALM of our Company as on March 31, 2026:

Outflows (Rs. Crore)	1 to 7 day	8 to 14 day	14 days to 1 month	1-2 months	2-3 months	3-6 months	6 months - 1 year	1-3 years	3-5 years	Over 5 years	Total
1. Capital	-	-	-	-	-	-	-	-	-	668.44	**668.44**
2. Reserves & surplus	-	-	-	-	-	-	-	-	-	1,383.12	**1,383.12**
3 Debentures / ICD/CP	-	-	9.79	48.87	93.60	57.95	275.54	1,559.75	455.29	260.00	**2,760.78**
4. Borrowings	18.31	127.45	115.81	297.23	416.61	925.94	1,366.12	1,602.77	-	-	**4,870.25**
a) ST borrowings	18.31	127.45	115.81	297.23	416.61	925.94	1,366.12	-	-	-	**3,267.48**

b) LT borrowings	-	-	-	-	-	-	-	1,602.77	-	-	**1,602.77**
5. CL & provisions	5.41	20.81	144.69	2.25	-	-	51.87	27.22	-	1.25	**253.49**
6. Other Liability	3.95	11.91	4.29	21.51	21.87	22.65	9.32	4.93	0.17	-	**100.58**
7. Contingent Liability	-	-	-	-	-	-	-	-	-	-	**-**
A.TOTAL OUTFLOWS (A)	**27.66**	**160.16**	**274.59**	**369.86**	**532.07**	**1,006.54**	**1,702.84**	**3,194.67**	**455.45**	**2,312.80**	**10,036.65**
B. Cumulative Outflows	**27.66**	**187.83**	**462.41**	**832.27**	**1,364.34**	**2,370.88**	**4,073.72**	**7,268.40**	**7,723.85**	**10,036.65**	
Inflows	**1 to 7 day**	**8 to 14 day**	**14 days to 1 month**	**1-2 months**	**2-3 months**	**3-6 months**	**6 months - 1 year**	**1-3 years**	**3-5 years**	**Over 5 years**	**Total**
8. Cash & Balances with banks	856.84	37.70	3.14	9.51	5.62	143.30	162.46	199.60	-	0.30	**1,418.48**
9. Investments (net of prov)	378.55	-	-	-	-	-	-	464.25	-	-	**842.80**
10. Advances (performing)	98.54	101.97	90.87	276.13	311.28	899.81	1,765.52	3,406.30	28.76	87.40	**7,066.58**
11. Non-performing loans (net of prov)	-	-	-	-	-	-	-	-	80.53	1.73	**82.25**
12. Fixed assets	-	-	-	-	-	-	-	-	-	30.98	**30.98**
13. Others assets	34.94	31.69	144.34	22.30	17.99	98.13	81.81	131.10	12.23	21.02	**595.56**
14. Line of Credit (committed) ICD	-	-	-	-	-	-	-	-	-	-	**-**
C. TOTAL INFLOWS	**1,368.87**	**171.37**	**238.35**	**307.95**	**334.89**	**1,141.24**	**2,009.79**	**4,201.26**	**121.52**	**141.42**	**10,036.65**

D. Mismatch (C - A)	**1,341.21**	**11.20**	**-36.23**	**-61.91**	**-197.18**	**134.70**	**306.95**	**1,006.59**	**-333.94**	**-2,171.38**	**-**
E. Mismatch as % to Outflows (D as % of A)	**4848.37%**	**7.00%**	**-13.20%**	**-16.74%**	**-37.06%**	**13.38%**	**18.03%**	**31.51%**	**-73.32%**	**-93.89%**	
F. Cumulative Mismatch	**1,341.21**	**1,352.41**	**1,316.18**	**1,254.27**	**1,057.08**	**1,191.78**	**1,498.73**	**2,505.32**	**2,171.38**	**-**	
G. Cumulative Mismatch as % to Cum. Outflows (F as % of B)	**4848.37%**	**720.04%**	**284.63%**	**150.70%**	**77.48%**	**50.27%**	**36.79%**	**34.47%**	**28.11%**	**0.00%**	

The following table describes the standalone ALM of our Company as on March 31, 2025:

Outflows (Rs. Crore)	**1 to 7 day**	**8 to 14 day**	**14 days to 1 month**	**1-2 month**	**2-3 month**	**3-6 month**	**6 month - 1 year**	**1-3 years**	**3-5 years**	**Over 5 years**
1. Capital	-	-	-	-	-	-	-	-	-	668.44
2. Reserves & surplus	-	-	-	-	-	-	-	-	-	1,365.4
3 Debentures / ICD/CP	-	-	4.58	14.15	4.86	96.17	215.43	496.62	570.36	249.30
4. Borrowings	39.07	71.31	137.42	364.14	430.96	1,090.55	1,585.25	1,532.13	-	-
a) ST borrowings	39.07	71.31	137.42	364.14	430.96	1,090.55	1,585.25	-	-	-
b) LT borrowings	-	-	-	-	-	-	-	1,532.13	-	-
5. CL & provisions	0.77	55.67	69.89	3.31	-	-	45.43	36.01	-	-
6. Other Liability	2.20	4.21	1.77	21.48	17.29	11.36	12.70	5.87	1.59	-
7. Contingent Liability	-	-	-	-	-	-	-	-	-	-

A.TOTAL OUTFLOWS (A)	**42.04**	**131.18**	**213.66**	**403.08**	**453.11**	**1,198.08**	**1,858.82**	**2,070.63**	**571.95**	**2,283.2**
B. Cumulative Outflows	**42.04**	**173.22**	**386.88**	**789.96**	**1,243.07**	**2,441.15**	**4,299.97**	**6,370.60**	**6,942.55**	**9,225.8**
Inflows										
8. Cash & Balances with banks	454.64	2.90	251.38	4.03	5.02	201.49	272.70	125.17	-	0.28
9. Investments (net of prov)	350.01	-	-	-	-	-	-	367.27	-	0.05
10. Advances (performing)	88.51	105.21	223.64	415.26	386.74	1,202.14	2,097.11	2,075.11	50.79	39.37
11. Non-performing loans (net of prov)	-	-	-	-	-	-	-	99.79	-	-
12. Fixed assets	-	-	-	-	-	-	-	-	-	37.49
13. Others assets	17.92	17.67	42.47	53.81	11.92	88.08	39.93	97.41	-	0.50
14. Line of Credit (committed)	-	-	-	-	-	-	-	-	-	-
C. TOTAL INFLOWS	**911.08**	**125.79**	**517.49**	**473.09**	**403.68**	**1,491.71**	**2,409.75**	**2,764.75**	**50.79**	**77.69**
D. Mismatch (C - A)	**869.04**	**-5.39**	**303.83**	**70.01**	**-49.43**	**293.62**	**550.93**	**694.13**	**-521.16**	**-2,205.5**
E. Mismatch as % to Outflows (D as % of A)	**2067.14%**	**-4.11%**	**142.21%**	**17.37%**	**-10.91%**	**24.51%**	**29.64%**	**33.52%**	**-91.12%**	**-96.60**
F. Cumulative Mismatch	**869.04**	**863.65**	**1,167.48**	**1,237.49**	**1,188.07**	**1,481.69**	**2,032.62**	**2,726.75**	**2,205.59**	**-**
G. Cumulative Mismatch as % to Cum. Outflows (F as % of B)	**2067.14%**	**498.58%**	**301.77%**	**156.65%**	**95.58%**	**60.70%**	**47.27%**	**42.80%**	**31.77%**	**0.00%**

20. ***If we fail to identify, monitor and manage risks and effectively implement our risk management policies, it could have a material adverse effect on our business, financial condition, results of operations and cash flows.***

We have devoted resources to develop our risk management policies and procedures and aim to continue to do so in the future. Despite this, our policies and procedures to identify, monitor and manage risks of fraud, money laundering, any other credit, operational or other risks may not be fully effective. Further, some of our methods of managing risks are based upon the use of observed historical market behavior. As a result, these methods may not accurately predict future risk exposures, which could be significantly greater than those indicated by the historical measures. To the extent any of the instruments and strategies we use to hedge or otherwise manage our exposure to market or credit risk are not effective, we may not be able to mitigate effectively our risk exposures in particular market environments or against particular types of risk. Our investment and interest rate risk are dependent upon our ability to properly identify, and mark-to market changes in the value of financial instruments caused by changes in market prices or rates. Our earnings are dependent upon the effectiveness of our management of changes in credit quality and risk concentrations, the accuracy of our valuation models and our critical accounting estimates and the adequacy of our allowances for loan losses. To the extent our assessments, assumptions or estimates prove inaccurate or not predictive of actual results, we could suffer higher than anticipated losses.

21. *Our Company has entered into related party transactions and may continue to enter into related party transactions which may involve conflict of interest.*

Our Company has entered into related party transactions, within the meaning of Ind AS 24 as issued by the Companies (Indian Accounting Standards) Rules, 2015. Such transactions, in future, may give rise to current or potential conflicts of interest with respect to dealings between our Company and such related parties. While our Company believes that all related party transactions entered into are conducted on an arms' length basis and in the ordinary course of business, there can be no assurance that it could not have achieved more favourable terms if such transactions had not been entered into with related parties. Additionally, there can be no assurance that any dispute that may arise between our Company and related parties will be resolved in our Company's favor. For further details on related party transactions, please see the chapter "*Related Party Transactions*" on page 138 of this document.

22. *We may undertake acquisitions, strategic investments, restructuring in future. Any failure to complete such strategic decisions may adversely affect our reputation or growth prospects.*

We may, depending on our management's view and market conditions, pursue strategic investments, undertake acquisitions and enter into joint ventures. We cannot assure you that we will be able to undertake such strategic investments, acquisitions (including by way of a merger, or share or asset acquisition) or joint ventures in the future, either on terms acceptable to us or at all. Moreover, we require regulatory approval for acquisitions, and we cannot guarantee that we will receive such approvals in a timely manner, or subject to any conditions, or at all. Any inability to identify suitable acquisition targets or investments or failure to complete such transactions may adversely affect our competitiveness or growth prospects.

23. *Climate change and health epidemics could have a negative impact on the Indian economy and could cause our business to suffer.*

Our business could be materially and adversely affected by the outbreak of public health epidemics, pandemic, endemic or the fear of such an outbreak, in India or elsewhere. In January 2020, an outbreak of a strain of coronavirus, COVID-19, which has spread globally, with cases recorded in various parts of the globe including China, Australia, Italy, Iran, Japan, South Korea, UAE, Thailand, the United States and India, among other countries. On January 30, 2020, the World Health Organization declared the COVID-19 outbreak a health emergency of international concern. Governments around the world had to impose a number of measures designed to contain the outbreak, including business closures, travel restrictions, quarantines, lockdown and cancellations of gatherings and events. This in turn has impacted the operation of businesses, reduced regional

travels and trade and lowered industrial production and consumption demand. If the outbreak of any of these epidemics, pandemics, endemics or other severe epidemics, continues for an extended period, occurs again and/or increases in severity, it could have an adverse effect on economic activity worldwide, including India, and could materially and adversely affect our business, financial condition, cash flows and results of operations. Similarly, any other future public health epidemics in India could materially and adversely affect our business, financial condition, cash flows, results of operations and prospects.

24. *This General Information Document contains certain non-GAAP measures related to our operations and financial performance that may vary from any standard methodology that is applicable across the industry.*

This General Information Document includes certain non-GAAP measures, including Net Worth and Return on Net Worth, which are in a supplemental measure of our performance and liquidity that is not required by, or presented in accordance with Ind AS. We consider these non-GAAP measures useful in evaluating our business and financial performances. However, these non-GAAP measures are not alternatives to any measure of performance or liquidity or as an indicator of our operating performance or liquidity. They should not be considered in isolation or construed as an alternative to cash flows, profit/ (loss) for the year or any other measure of financial performance or as an indicator of our operating performance, liquidity, profitability or cash flows generated by operating, investing or financing activities derived in accordance with Ind AS. There are no standard methodologies in the industries for computing such measures, and those non-GAAP measures we included in this General Information Document may not be comparable to similarly titled measures presented by other companies. Other companies may calculate similarly titled measures differently, limiting their usefulness as comparative measures to our data. We encourage investors and others to review our financial information in its entirety and not rely on a single financial measure.

EXTERNAL RISK FACTORS

I. Future legal and regulatory obstructions

Future government policies and changes in laws and regulations in India and comments, statements or policy changes by any regulator, including but not limited to RBI or SEBI, may adversely affect the Debentures. The timing and content of any new law or regulation is not within the Issuer's control and such new law, regulation, comment, statement or policy change could have an adverse effect on the market for and the price of the Debentures.

Further, SEBI or any other regulatory authorities may require clarifications on this General Information Document, which may cause a delay in the issuance of the Debentures or may result in the Debentures being materially affected or even rejected.

Further, the exercise by the Debenture Trustee of the powers and remedies conferred on it under the Debenture Trust Deed, or otherwise vested in them by applicable law, will be subject to general equitable principles regarding the enforcement of security, the general supervisory powers and discretion of the Indian courts in the context thereof and the obtaining of any necessary governmental or regulatory consents, approvals, authorizations or orders.

II. Political instability or changes in the government could delay further liberalization of the Indian economy and adversely affect economic conditions in India generally

Since 1991, successive Indian governments have pursued policies of economic liberalization. The role of the Central Government and State Governments in the Indian economy as producers, consumers and regulators has remained significant. If there is a slowdown in economic liberalization, or a reversal of steps already taken, it

could have an adverse effect on the debt market which is as such exposed to the risks of the Indian regulatory and policy regime.

III. Company's growth depends on the sustained growth of the Indian economy. An economic slowdown in India and abroad could have direct impact on the Company's operations and profitability.

Macroeconomic factors that affect the Indian economy and the global economic scenario have an impact on Company's business. Recent trends suggest that the economy may grow at a flat pace which may have a direct impact on our business and a slowdown in the economy as a whole can increase such an impact thereby adversely impacting the Company's growth plans.

A sustained slowdown in the Indian economy could adversely affect Company's business; India's economy could be adversely affected by a general rise in interest rates, or various other factors affecting the growth of industrial, manufacturing and services sector or general down trend in the economy.

IV. Civil unrest, terrorist attacks and war could affect our business.

Terrorist attacks and other acts of violence, war, or conflicts, particularly those involving India, as well as the jurisdictions where the Company's business is situated, may adversely affect Indian and global financial markets. Such acts may negatively impact business sentiment, which could adversely affect the Company's business and profitability. India has from time to time experienced, and continues to experience, social and civil unrest, terrorist attacks and hostilities with neighboring countries. Also, some of India's neighboring countries have experienced, or are currently experiencing internal unrest. This, in turn, could have a material adverse effect on the market for securities including the Debentures. The consequences of any armed conflicts are unpredictable, and the Company may not be able to foresee events that could have an adverse effect on Company's business and the price and yield of the NCDs.

V. Company's business may be adversely impacted by natural calamities or unfavorable climatic changes.

India, Nepal, Bangladesh, Pakistan, Indonesia, and other Asian countries have experienced natural calamities such as earthquakes, floods, droughts, and a tsunami in recent years. Some of these countries have also experienced pandemics notably the ongoing Covid-19 pandemic in India and Globally including the outbreak of avian flu/ swine flu. The extent and severity of these natural disasters and pandemics determines their impact on these economies and in turn affects the Company's business and operation. Prolonged spells of abnormal rainfall and other natural calamities could have an adverse impact on the economies in which the Company has operations, which could adversely affect its business and the price of the Debentures.

VI. Any downgrading of India's sovereign rating by an international rating agency(ies) may affect the Company's business and its liquidity to a great extent.

Any adverse revision to India's credit rating for domestic and international debt by international rating agencies may adversely impact Company's ability to raise additional financing and the interest rates and other commercial terms at which such additional financing is available. This could have an adverse effect on Company's financial performance and its ability to obtain financing to fund our growth on favorable terms, or at all.

GENERAL RISKS

I. Investment risks

Investment in debt and debt related securities involve a degree of risk and investors should not invest any funds in the debt instruments, unless they can afford to take the risks attached to such investments. 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 Company and the Issue including the risks involved. The Debentures have not been recommended or approved by Securities and Exchange Board of India ("SEBI") nor does SEBI guarantee the accuracy or adequacy of this document.

II. Early Termination for Extraordinary Reasons, Illegality and Force Majeure

If the Issuer determines that, for reasons beyond its control, the performance of its obligations under the Debentures has become illegal or impractical in whole or in part for any reason, the Issuer may, at its discretion and without obligation, redeem the Debentures early.

III. Taxation

Potential purchasers and sellers of the Debentures should be aware that they may be required to pay stamp duties or other documentary charges/taxes in accordance with the laws and practices of India. Payment and/or delivery of any amount due in respect of the Debentures will be conditional upon the payment of all applicable taxes, duties and/or expenses.

Potential Investors who are in any doubt as to their tax position should consult their own independent tax advisers. In addition, potential Investors should be aware that tax regulations and their application by the relevant taxation authorities change from time to time. Accordingly, it is not possible to predict the precise tax treatment which will apply at any given time.

IV. Delays in court proceedings in India

If any dispute arises between the Issuer and any other party including Debenture Holders, the Issuer or such other party may need to take recourse to judicial proceedings before courts in India. It is not unusual for court proceedings in India to continue for extended periods. Disposition of cases may be further subject to various delays including multiple levels of appellate adjudication.

V. 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.

VI. Breach of contract.

A failure to observe the covenants under our financing arrangements or to obtain necessary consents required thereunder may lead to the termination of our credit facilities, acceleration of all amounts due under such facilities and the enforcement of any security provided. Any acceleration of amounts due under such facilities may also trigger cross default provisions under our other financing agreements. If the obligations under any of our financing documents are accelerated, we may have to dedicate a substantial portion of our cash flow from operations to make payments under such financing documents, thereby reducing the availability of cash for our working capital requirements and other general corporate purposes. Further, during any period in which we are in default, we may be unable to raise, or face difficulties raising, further financing. Any of these circumstances.

VII. RISKS RELATING TO REDUCED FACE VALUE DEBENTURES AND LIMITED MARKET LIQUIDITY

The Debentures are being issued at a face value of Rs.10,000 each pursuant to SEBI Circular No. SEBI/HO/DDHS/DDHS-PoD-1/P/CIR/2024/94 dated July 03, 2024, which permits issuance of listed debt securities on a private placement basis at a reduced denomination from the standard minimum face value of Rs.1,00,000. The reduced denomination does not mitigate any credit, liquidity, interest rate or other investment risks associated with such securities. Any security structure, credit enhancement or repayment mechanism (if applicable) will be as specified in the relevant offer document. Although the Debentures may be listed on a recognised stock exchange, there can be no assurance of liquidity or the development of an active secondary market. Investors should conduct their own independent assessment before making an investment decision.

VIII. RISK OF THE ISSUE BEING TREATED AS A DEEMED PUBLIC ISSUE

The Issue is being made strictly on a private placement basis to identified eligible investors and is not intended to be an offer to the public. However, if the Debentures are subsequently offered, distributed, transferred or down-sold in a manner that suggests that the private placement was made with a view to onward distribution to a wider investor base, including through arrangers, brokers, distributors, platforms or other intermediaries, the Issue may be alleged or treated as a deemed public issue / non-compliant private placement. Any such regulatory determination may result in penalties, refund obligations, additional disclosure or compliance requirements, restrictions on future fund raising, delay in listing or trading, reputational impact and other adverse consequences for the Issuer and/or relevant intermediaries. This may adversely affect the liquidity, transferability and value of the Debentures.

Regulatory actions, penalties and observations against the Issuer, its group companies, promoters, directors or persons associated with the Issuer may adversely affect its operations and regulatory standing.

The Issuer, its group companies, promoters, directors, key managerial personnel and/or persons associated with the Issuer may, from time to time, be subject to inspections, supervisory observations, penalties, directions, restrictions or other regulatory actions by statutory or regulatory authorities, including but not limited to the RBI, SEBI, NHB, stock exchanges, depositories or any other competent authority. Such actions may arise due to alleged or established non-compliance with applicable laws, regulations, circulars, directions, reporting requirements, customer identification norms, asset classification norms, lending practices, governance requirements or other regulatory obligations.

There are ongoing regulatory actions, and any such ongoing or future regulatory action, penalty, restriction, adverse observation or proceeding may require the Issuer or such related entities/persons to incur additional compliance costs, make operational changes, strengthen internal controls, respond to regulatory proceedings or face reputational impact. Further, any material adverse finding or repeated non-compliance may affect the confidence of investors, lenders, regulators and other stakeholders and may have an adverse impact on the business, financial condition, reputation, fund-raising ability and prospects of the Issuer

OTHERS RISKS UNDER NCS LISTING REGULATION

A. RISKS IN RELATION TO LIMITED OR SPORADIC TRADING OF NON-CONVERTIBLE SECURITIES OF THE ISSUER ON THE STOCK EXCHANGES

As of date, we are not aware of any limited or sporadic trading of the non-convertible securities of the Issuer on stock exchanges and therefore, this would not be applicable.

B. RISKS IN RELATION TO THE SECURITY CREATED IN RELATION TO THE DEBT SECURITIES AND RISKS IN RELATION TO MAINTENANCE OF SECURITY COVER OR FULL RECOVERY OF THE SECURITY IN CASE OF ENFORCEMENT

Refer to Risk Factor- VIII under "*Risks relating to Debentures*", if applicable.

C. REFUSAL OF LISTING OF ANY SECURITY OF THE ISSUER DURING LAST THREE YEARS BY ANY OF THE STOCK EXCHANGES IN INDIA OR ABROAD

As of date, the Issuer has not been refused in listing of any security during the last 3 years by any of the stock exchanges in India or abroad and therefore, this would not be applicable.

D. IN CASE OF OUTSTANDING DEBT INSTRUMENTS OR DEPOSITS OR BORROWINGS:

ANY DEFAULT IN COMPLIANCE WITH THE MATERIAL COVENANTS SUCH AS CREATION OF SECURITY AS PER TERMS AGREED: As on the date of this General Information Document, the Issuer has not committed any default in compliance with the material covenants such as creation of security as per terms agreed in respect of any outstanding borrowings.

DEFAULT IN PAYMENT OF INTEREST: As on the date of this General Information Document, the Issuer has not committed any default in payment of interest in respect of any outstanding borrowings.

DEFAULT IN REDEMPTION OR REPAYMENT: As on the date of this General Information Document, the Issuer has not committed any default in redemption or repayment in respect of any outstanding borrowings.

NON-CREATION OF DEBENTURE REDEMPTION RESERVE: Pursuant to Rule 18 (7) of the Companies (Share Capital and Debentures) Rules, 2014, a non-banking financial company is not required to maintain debenture redemption reserve for debentures issued on a private placement basis.

DEFAULT IN PAYMENT OF PENAL INTEREST WHEREVER APPLICABLE: As on the date of this General Information Document, the Issuer has not committed any default in payment of interest penal in respect of any outstanding borrowings.

SECTION 5 REGULATORY DISCLOSURES

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

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

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

I. Memorandum and articles of association of the Issuer and necessary resolution(s) for the allotment of the debt securities;

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

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

IV. Copy of the Board resolution of the Company dated March 25, 2025 and resolution passed by the Issuance and Allotment Committee of the Board of Directors dated June 23, 2026 authorizing the borrowing and list of authorized signatories.

V. Certified true copy of the resolution passed by the Company at the Extra Ordinary General Meeting held on January 24, 2024 authorising the Company to borrow, under Section 180 (1)(c) of the Act, upon such terms as the Board may think fit, up to an aggregate limit of Rs. 200,00,00,00,000/- (Rupees Twenty Thousand Crores only) and authorizing the issue/offer of non-convertible debentures by the Company;

VI. Copy of last three years audited and adopted annual reports;

VII. Statement containing particulars of, dates of, and parties to all material contracts and agreements;

VIII. An undertaking from the Issuer stating that the necessary documents 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.

IX. Any other particulars or documents that the NSE may call for as it deems fit.

X. An undertaking that permission/ consent from the prior creditor for second or exclusive charge being created, wherever applicable, in favour of the debenture trustees to the proposed issue has been obtained. - Not Applicable.

XI. Due diligence certificates from the Debenture Trustee as per the format specified in the SEBI Debenture Trustees Master Circular and Schedule IV of the SEBI Debt Listing Regulations.

SECTION 6 ISSUER INFORMATION

I. Promoters of the Company

Details of Promoters of the Issuer Company

Please refer to Section 6 (Issuer Information) of the General Information Document.

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

India Ratings and Research Limited has assigned "India Ratings AA/Stable" rating to these Debentures. 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 and rating rationale as released by India Ratings and Research Limited are enclosed as ANNEXURE II - CREDIT RATING LETTER, RATING RATIONAL AND PRESS RELEASE FROM RATING AGENCY.

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

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 **Wholesale Debt Market (WDM) segment of the National Stock Exchange of India Limited (NSE). 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 Stock Exchange as set out in.

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

The Issuer has created the Recovery Expense Fund in accordance with the Master Circular for Debenture Trustees with the Stock Exchange. 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	June 29, 2026
Issue Closing Date	June 29, 2026
Pay in Date	June 30, 2026
Deemed Date of Allotment	June 30, 2026

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

Name:	IIFL Samasta Finance Limited
Debenture Trustee:	**Vardhman Trusteeship Private Limited** The Capital, A Wing, 412A, Bandra Kurla Complex, Bandra (East), Mumbai-400051 **Phone**-022 42648335 **Email-** compliance@vardhmantrustee.com **Website-**www.vardhmantrustee.com **Contact Person**: Yogesh Limbachiya
Merchant banker and Co-managers to the issues	**SKI Capital Services Limited** 718, Dr. Joshi Road, Karol Bagh, New Delhi - 110005 Telephone Number: +91-011-41189899 Website: https://www.skicapital.net Email ID: dcm@skicapital.net Contact Person: Manick Wadhwa/ Vivek Rana
Sponsor Bank	Not applicable as this is a private placement of non-convertible debentures
Arrangers, if any	NA
Register and Transfer Agent	**MUFG Intime India Private Limited** C- 101, 247 Park, LBS Marg, Vikhroli (West) Mumbai – 400 083 **Tel:** +91 810 811 4949 **Fax:** +91 22 4918 6195 **Email:** debtca@linkintime.co.in/ amit.dabhade@linkintime.co.in **Investor Grievance Email**: **Website**: www.linkintime.co.in **Contact Person:** Mr. Amit Dhabade
Credit Rating Agency	**India Ratings and Research Private Limited** Wockhardt Tower, Level 4, West Wing, Plot C-2, G Block, Bandra Kurla Complex, Bandra (East), Mumbai, Maharashtra, India - 400051B **Tel:** 9029714213 **Email:** nitin.chavan@indiaratings.co.in **Website:** https://www.indiaratings.co.in/

	Contact Person: Nitin Chavan
Auditors:	**M/S Suri & Co.** CHARTERED ACCOUNTANTS KMK Towers, 2nd Floor, No. 142 K H Road (Double Road) Bengaluru, Karnataka – 560 027 Tel: +91 80 41240545 Email: blrsuriandco.com Website: www.suriandco.com Contact Person: Natarajan V Peer Review no. :016670
Guarantor	NA
Legal Counsel	VERIST LAW Name: Verist Law Address: Empire Business Centre, 414 Senapati Bapat Marg, Lower Parel, Mumbai- 400013 Website: www.veristlaw.in Email address: Srishti.ojha@veristlaw.com Telephone Number: 022-66907368 Contact Person: Srishti Ojha
Valuation Agency	NA

VII. About the Issuer

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

We are a systematically important Non-Banking Finance (non - deposit accepting or holding) Company - micro Finance Institution (NBFC MFI) in India that offers innovative and affordable financial products to women who are enrolled as members and organized as Joint Liability Group ("JLG") from unbanked sections in society including encompassing cultivators, agricultural laborers, vegetable and flower vendors, cloth traders, tailors, craftsmen, as well as household and industrial workers across rural, semi urban and urban areas in India. Our Company is a subsidiary of IIFL Finance Limited. We offer wide range of loans tailored for underserved individuals who lack access to traditional banking services and includes income generation loans ("IGL") (to establish a new enterprise or expand an existing business), top-up loans, loan against property, micro enterprise loan, Lifestyle and Family Welfare loans such as dairy cattle loan, sanitation and hygiene, acquisition of daily-use items like cook stoves, water purifiers, solar lights, mobile phones, and other products enhancing their way of life. Going beyond our financial services, our Company also provides non-financial services, including life and hospicash insurance, along with financial counseling, ensuring comprehensive support for its valued customers. We believe that our customer-centric business model, wide range of product offerings, as well as our well-designed product delivery and collection systems, have enabled us to achieve low credit costs. Our average cost of borrowing in Fiscal 2025 and for period ending March 31, 2026 were 10.46% and 10.26%, respectively.

We focus predominantly on customers in rural areas in India, who largely lack access to the formal banking sector and present a latent opportunity for offering micro-loans. Our products are built on a deep understanding of the requirements of our customers (especially customers from rural areas) developed over years and the flexibility of our products (in terms of ticket sizes, end-uses and repayment options) and the

manner of their delivery, which we believe are key factors that differentiates us from our competitors and generates customer loyalty.

Our focus customer segment are women having an annual household income of up to ₹ 3,00,000 as per Master Direction – Reserve Bank of India (Regulatory Framework for Microfinance Loans) Directions, 2022 dated March 14, 2022. We provide microfinance IGL primarily under JLG model. Further, we also provide individual top-up loans exclusively for the IGL customers with a commendable repayment history. We offer business loans (to expand the existing business, meet working capital requirements, establish a new enterprise, or purchase inventory or machinery), dairy cattle loan, sanitation and water loan and other product loans which are designed to bring convenience and elevate the overall quality of life for our valued customers. We also offer larger business loans to customers who have demonstrated high entrepreneurial capability, in their individual capacity against collateral (residential and commercial property).

We have followed a strategy of contiguous branch expansion across regions. As of March 31, 2026, we have presence in 1614 branches in the 22 states and one union territory in India, serving an active customer base of 21.24 lakh, as of March 31, 2026.

One of our Promoters, IIFL Finance Limited, incorporated in 1995 provides a wide suite of products and services to meet the diverse financial needs of its customers, from retail and institutional clients to micro, small and medium enterprises.

b. Structure of the group

Please refer to Section 6 (*Issuer Information*) of the General Information Document.

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.

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 (10)(g) of paragraph XXXIV of this Section of 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

State Name	*No of Branches*
Andhra Pradesh	*68*
Arunachal Pradesh	*3*
Assam	*28*
Bihar	*218*
Chhattisgarh	*18*

Goa	*4*
Gujarat	*38*
Haryana	*18*
Jharkhand	*34*
Karnataka	*192*
Kerala	*51*
Madhya Pradesh	*93*
Maharashtra	*75*
Odisha	*108*
Puducherry	*2*
Punjab	*6*
Rajasthan	*134*
Tamil Nadu	*211*
Telangana	*47*
Tripura	*7*
Uttar Pradesh	*146*
West Bengal	*113*
Grand Total	***1,614***

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.

Please refer to Section 8 (*Summary of Terms*) of this Key Information Document.

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*** (Lakhs)	**As a percentage of the Issue proceeds (in %)**	**As a percentage of the total expenses of the Issue (in %)**

Lead manager(s) fees,	-	-	-
Underwriting commission	-	-	-
Brokerage, selling commission and upload fees	-	-	-
Fees payable to the registrars to the issue	-	-	-
Fees payable to the legal Advisors	1.4	0.02	0.02
Advertising and marketing expenses	-	-	-
Fees payable to the regulators including stock exchanges	-	-	-
Expenses incurred on printing and distribution of issue stationary	-	-	-
Any other fees, commission or payments under whatever nomenclature	31.06	0.52	0.52
Fees payable to the Debenture Trustee	1.6	0.03	0.03
Grand Total (approximate)	34.06	0.57	0.57

*the final expenses incurred shall be subject to change.

IX. Financial Information

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

Please refer to ANNEXURE I (*Last Audited Financial Statements*) of this Key Information Document for the audited financial statements of the Issuer for a period of March 31st 2024, March 31st, 2025 and the audited financial information for the period up to March 31st, 2026.

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 **- Not applicable**

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

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

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.

Please refer to ANNEXURE I (*Last Audited Financial Statements*) of this Key Information Document for the audited financial statements of the Issuer for a period of March 31st 2024, March 31st, 2025 and the audited financial information for the period upto March 31st, 2026.

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 past three years is given below:

Standalone Basis

Particulars	FY 2022-23 (Audited)	FY 2023-24 (Audited)	FY 2024-25 (Audited)	FY 2025-26 (Aaudited)
BALANCE SHEET				
Assets				
Assets	7,736.08	9411.37	6,839.96	7,258.61
Property, Plant and Equipment	20.36	28.47	27.16	21.36
Financial Assets	1,086.60	1871.83	2,205.92	2,628.42
Non-financial Assets excluding property, plant and equipment	61.06	88.59	152.78	128.26
Total assets	8,904.10	11,400.26	9,225.83	10,036.65
Liabilities				
Financial Liabilities				
-Derivative financial instruments	9.22	0	-	
-Trade Payables	20.38	25.91	30.25	19.96
-Debt Securities	477	1076.84	1,179.52	2,107.71
-Borrowings (other than Debt Securities)	6,328.70	7123.34	5,258.10	4,876.73
-Subordinated liabilities	464.6	804.51	531.96	738.77
-Other financial liabilities	242.01	287.58	151.63	194.71
Non-Financial Liabilities				
-Current tax liabilities (net)	0.18	0	-	-
-Provisions	13.29	21.12	26	30.97
-Deferred tax liabilities (net)	0	0	0	-
-Other non-financial liabilities	26.57	51.24	14.45	16.25
Equity (Equity Share Capital and Other Equity)	1,322.16	2,009.72	2,033.92	2,051.55
Total Liabilities and Equity	8,904.10	11,400.26	9,225.83	10,036.65
PROFIT AND LOSS				
Revenue from operations	1,733.50	2,731.06	2,499.48	2,208.54
Other income	7.28	36.93	75.63	56.04

Total Income	1,740.78	2,767.99	2,575.11	2,264.58
Total Expense	1,582.28	2,110.85	2,559.46	2,238.51
Profit after tax for the year	128.17	503.05	20.4	21.30
Other comprehensive income	-0.32	-1.88	-0.2	0.22
Total comprehensive income	127.85	501.17	20.2	21.08
Earnings per equity share (Basic)	2.5	8.09	0.31	0.32
Earnings per equity share (Diluted)	2.5	7.95	0.3	0.31
Additional Information				
Net worth	1,272.86	1919.99	1,955.78	1,919.76
Cash and Cash Equivalents	227.11	822.45	658.65	712.77
Loans	7,736.08	9411.37	6,839.96	7,258.60
Loans (Principal Amount)	7,998.53	9,708.70	7,186.13	7.468.73
Total Debts to Total Assets	80.82%	78.09%	75.68%	77.23%
Interest Income	1,539.63	2406	2,223.71	1,802.49
Interest Expense	586.98	880.39	832.08	767.38
Impairment on Financial Instruments	4.37	29.25	61.48	(95.67)
Bad Debts to Loans	2.12%	1.91%	4.71%	3.78%
% Stage 3 Loans on Loans (Principal Amount)	2.12%	1.91%	4.71%	3.78%
% Net Stage 3 Loans on Loans (Principal Amount)	0.80%	0.34%	1.44%	1.16%
Tier I Capital Adequacy Ratio (%)	13.49%	17.67%	26.00%	20.79%
Tier II Capital Adequacy Ratio (%)	3.65%	6.32%	6.38%	5.75%

Rs. Crores

Cash Flow	**FY 2022-23**	**FY 2023-24**	**FY 2024-25**	**FY 2025-26**
Net cash from / used in (-) operating activities	-2124.33	-1,056.28	2,233.60	(623.37)
Net cash from / used in (-) investing activities	-284.58	-233.62	-469.17	(83.69)
Net cash from / used in (-) financing activities	2183.93	1,885.24	-1,928.23	761.18
Net increase/decrease (-) in cash and cash equivalents	-224.98	595.34	-163.8	54.12
Cash and cash equivalents as per Cash Flow Statement as at end of Half Year	227.11	822.45	658.65	712.77

Consolidated Basis: NA ***(In lakhs)***

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.**

Nature of Liability	**As at 31, 2026**	**As at March 31, 2025**
Tax Litigation	NIL	NIL

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** - NA

X. BRIEF HISTORY OF THE ISSUER

i. Share Capital

Details of Share Capital as at last quarter ended on March 31st 2026 is given below:

Share Capital	Amount (INR)
Authorised	
Equity Share Capital	9,980,000,000
Preference Share Capital	20,000,000
TOTAL	**10,00,00,00,000**
Issued, Subscribed and Paid-up Share Capital	
Equity Share Capital	6,68,43,73,520
Preference Share Capital	0
TOTAL	**6,68,43,73,520**

ii. Change in Capital Structure

Other than specified below, there has been no change in capital structure of our Company for the current financial year up to March 31st 2026 and preceding three financial years:

Date of Change (AGM/EGM)	Particulars
EGM dated May 24, 2021	Increase of Authorised Share Capital, by creation of 20,00,00,000 new Equity Shares of ₹ 10 each. The revised Authorised Share Capital stood at ₹ 600 crores comprising of 59,80,00,000 Equity Shares of ₹ 10 each and 20,00,000 Preference Shares of ₹ 10 each comprising of 1,45,000 Redeemable Non-Convertible Cumulative Preference Shares of ₹ 10 each and 18,55,000 Preference Shares of ₹ 10 each.
EGM dated January 30, 2023	Increase of Authorised Share Capital, by creation of 10,00,00,000 new Equity Shares of ₹ 10 each. The revised Authorised Share Capital stood at ₹ 700,00,00,000 consisting of Equity share Capital divided into 69,80,00,000 Equity shares of ₹10 each and 20,00,000 Preference shares of ₹ 10 each which is further divided into 1,45,000 Redeemable Non-Convertible Cumulative Preference Shares of ₹ 10 each aggregating to ₹ 14,50,000 and 18,55,000 Preference Shares of ₹ 10 each aggregating to ₹ 1,85,50,000.
EGM dated January 24, 2024	Increase of Authorised Share Capital, by creation of 30,00,00,000 new Equity Shares of ₹ 10 each. The revised Authorized Share Capital stood at 1000,00,00,000 (Rupees Thousand Crores Only) consisting of Equity share Capital divided into 99,80,00,000 (Ninety-Nine Crore Eighty Lakh Only) Equity shares of Rs. 10/- each aggregating to Rs. 998,00,00,000 (Rupees Nine Hundred and Ninety- Eight Crore Only) and 20,00,000 (Twenty Lakh Only) Preference shares of Rs. 10/- each.

iii. History of Equity Share Capital

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

Date of Allotment	No of Equity Shares	Face Value (₹)	Issue Price (₹)	Consideration (Cash, other than cash, etc.)	Nature of Allotment	Cumulative			Remarks
						No. of Equity Shares	Equity Share Capital (₹ in crores)	Equity Share Premium (₹ in crores)	
December 21, 2020	5,65,68,196	10	15.91	Cash	Rights Issue	32,08,13,336	320.81	131.68	-
June 28, 2021	12,21,00,121	10	16.38	Cash	Rights Issue	44,29,13,457	442.91	209.58	-
March 30, 2022	4,14,82,300	10	18.08	Cash	Rights Issue	48,43,95,757	484.40	243.10	-
March 31, 2022	1,38,27,433	10	18.08	Cash	Rights Issue	49,82,23,190	498.22	254.27	-
February 8, 2023	9,54,19,847	10	20.96	Cash	Rights Issue	59,36,430,37	593.64	358.85	-
November 15, 2023	7,47,94,315	10	26.74	Cash	Right Issue	66,84,37,352	668.43	484.05	-

iv. Amalgamation/ Acquisition

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

Our Company has not made any acquisition or amalgamation in the last one year prior to the date of this filing.

v. Reorganization or Reconstruction

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

Type of Event	Date of Announcement	Date of Completion	Details
NA	**NA**	**NA**	**NA**

vi. 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:-

Category (I)	Category of shareholder (II)	Number of shareholders (III)	Number of fully paid-up Equity Shares held* (IV)	Number of Partly paid-up Equity Shares held (V)	Number of shares underlying Depository Receipts (VI)	Total number 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)	Number of Voting Rights held in each class of securities (IX)			Number of shares Underlying Outstanding convertible securities (including Warrants) (X)	Shareholding, as a % assuming full conversion of convertible securities (as a percentage of diluted share capital) (XI)= (VII)+(X) As a % of (A+B+C2)	Number of Locked in shares (XII)		Number of Equity Shares held in dematerialized form (XIV)	
								Number of Voting Rights		Total as a % of (A+B+C)			Number (a)	As a % of total Shares held (b)	Number (a)	As a % of total Shares held (b)
								Class : Equity Shares	Total							
								Class X	Class Y	Total						
(I)	(II)	(III)	(IV)	(V)	(VI)	(VII)	(VIII)	(IX)			(X)	(XI)	(XII)	(XIII)	(XIV)	
(A)	Promoter and Promoter Group	3	66,82,44,149	0	0	66,82,44,149	99.97%	-	-	-	0	0	0	0	66,82,44,149	99.97 %
(B)	Public	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(C)	Non Promote	4	1,93,203	0	0	1,93,203	0.03 %	-	-	-	0	0	0	0	1,93,203	0.03%

Category (I)	Category of shareholder (II)	Number of shareholders (III)	Number of fully paid-up Equity Shares held* (IV)	Number of Partly paid-up Equity Shares held (V)	Number of shares underlying Depository Receipts (VI)	Total number 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)	Number of Voting Rights held in each class of securities (IX)			Number of shares Underlying Outstanding convertible securities (including Warrants) (X)	Shareholding, as a % assuming full conversion of convertible securities (as a percentage of diluted share capital) (XI)= (VII)+(X) As a % of (A+B+C2)	Number of Locked in shares (XII)		Number of Shares pledged or otherwise encumbered (XIII)		Number of Equity Shares held in dematerialized form (XIV)	
								Number of Voting Rights		Total as a % of (A+B+C)			Number (a)	As a % of total Shares held (b)	Number (a)	As a % of total Shares held (b)	Number (a)	As a % of total Shares held (b)
								Class : Equity Shares	Total									
								Class X	Class Y	Total								
(I)	(II)	(III)	(IV)	(V)	(VI)	(VII)	(VIII)	(IX)			(X)	(XI)	(XII)		(XIII)		(XIV)	
	r- Non Public																	
(C1)	Shares underlying depository receipts	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

Category (I)	Category of shareholder (II)	Number of shareholders (III)	Number of fully paid-up Equity Shares held* (IV)	Number of Partly paid-up Equity Shares held (V)	Number of shares underlying Depository Receipts (VI)	Total number 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)	Number of Voting Rights held in each class of securities (IX)			Number of shares Underlying Outstanding convertible securities (including Warrants) (X)	Shareholding, as a % assuming full conversion of convertible securities (as a percentage of diluted share capital) (XI)= (VII)+(X) As a % of (A+B+C2)	Number of Locked in shares (XII)		Number of Shares pledged or otherwise encumbered (XIII)		Number of Equity Shares held in dematerialized form (XIV)	
								Number of Voting Rights		Total as a % of (A+B+C)			Number (a)	As a % of total Shares held (b)			Number (a)	As a % of total Shares held (b)
								Class : Equity Shares	Total									
								Class X	Class Y	Total								
(I)	(II)	(III)	(IV)	(V)	(VI)	(VII)	(VIII)	(IX)			(X)	(XI)	(XII)		(XIII)		(XIV)	
(C2)	Shares held by employee trusts	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Total (A+B+C)	7	66,84,37,352	0	0	66,84,37,352	100%	-	-	-	0	0	0	0	0	0	66,84,37,352	100%

vii. Top 10 shareholders of the Company

The list of top 10 holders of equity shares of the Company as on the latest quarter ended March 31, 2026;

Sr. No	Name of the Shareholders	Total No. of Equity Shares	No. of shares in demat form	Total Shareholding as % of total number of equity shares.
1	IIFL Finance Limited	66,55,10,372	66,55,10,372	99.56
2	Narayanaswamy Venkatesh	23,88,777	23,88,777	0.36
3	Shivaprakash Deviah	3,45,000	3,45,000	0.05
4	Anitha Shivanna	1,93,200	1,93,200	0.03
5	Prema Narayanaswami	1	1	0.00
6	Tarun Anand	1	1	0.00
7	Vidhya Anand	1	1	0.00
		66,84,37,352	**66,84,37,352**	**100**

XI. DIRECTORS OF THE COMPANY

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

Please refer to Section 6 (*Issuer Information*) of the General Information Document.

ii. Change in directors

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

Name of Director	DIN	Designation	Date of Appointment	Date of cessation, if applicable	Date of resignation, if applicable	Remarks
Monu Ratra	07406284	Non-Executive Director	June 24, 2020	-	September 7, 2022	Resignation
Sumit Bali	02896088	Non-Executive Director	September 18, 2019	-	June 23, 2020	Resignation
Malini Benjamin Eden	00732954	Independent Director	July 16, 2018	-	July 29, 2024	Resignation
Vikraman Ampalakkat	01978341	Independent Director	August 24, 2009	March 31, 2024	-	Resignation
Ramanathan Annamalai	02645247	Independent Director	August 24, 2009	March 31, 2024	-	Resignation
Badrinarayan Seshadri	00507371	Independent Director	August 24, 2009	March 31, 2024	-	Resignation
Govinda Rajulu Chintala	03622371	Independent Director	February 08, 2024	-	NA	Appointment
Kalengada Mandanna Nanaiah	01276050	Independent Director	February 08, 2024	-	NA	Appointment

Venkataraman Rajamani	00011919	Non-Executive Director	February 08, 2024	-	NA	Appointment
Nihar Niranjan Jambusaria	01808733	Independent Director	April 24, 2024	-	NA	Appointment
Sistla Uma Shanmukhi	08165959	Independent Director	July 29, 2024	-	NA	Appointment

Note: Mr. Shivaprakash Deviah (DIN: 02216802), has been resigned from Non-Executive (Non-Independent) Director with effect from April 20, 2026.

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;

Details of remuneration paid to the Managing Director and Whole-Time Director during the Fiscals 2026, 2025 and 2024 by our Company:

(₹ in crore)

Name of Director	For Fiscal 2026		For Fiscal 2025		For Fiscal 2024	
	Salary	Perquisites	Salary	Perquisites	Salary	Perquisites
Narayanaswamy Venkatesh	4.38	-	3.08	-	2.33	-
Shivaprakash Deviah	1.91	-	1.068	-	0.98	-

Remuneration of Independent Directors

The Independent Directors are paid remuneration by way of sitting fees and commission.

The following table sets forth all compensation recorded by our Company to the Independent Directors during the current financial year as on March 31 2026, Fiscals 2025, 2024 and 2023:

(₹ in crore)

Name of Director	For March, 2026		For Fiscal 2025		For Fiscal 2024		For Fiscal 2023	
	Commission	Sitting Fees	Commission	Sitting Fees	Commission	Sitting Fees	Commission	Sitting Fees
Sistla Uma Shanmukhi	NA	0.24	NA	0.05	NA	NA	NA	NA
Kalengada Mandanna Nanaiah	NA	0.22	NA	0.21	NA	-	NA	NA
Govinda Rajulu Chintala	NA	0.26	NA	0.11	NA	-	NA	NA
Nihar Niranjan Jambusaria	NA	0.21	NA	0.06	NA	NA	NA	NA

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

None of our Directors' relatives have been appointed to an office or place of profit of our Company. As on the date of this General Information Document, our Company does not have any subsidiary or associate company.

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

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

As on the date of this General Information Document, except Narayanaswamy Venkatesh and Shivaprakash Deviah, none of our Directors are interested in the promotion of the Company.

Our Directors have no interest in any immovable property acquired or proposed to be acquired by our Company in the preceding two years of filing this General Information Document with Stock Exchange nor do they have any interest in any transaction regarding the acquisition of land, construction of buildings and supply of machinery, etc. with respect to our Company.

None of our Directors are interested in their capacity as a member of any firm or company and no sums have been paid or are proposed to be paid to any Director or to such firm of company in which he is interested, by any person, in cash or shares or otherwise, either to induce them to become, or to help them qualify as a director, or otherwise for services rendered by him or by such firm or company, in connection with the promotion or formation of our Company.

iv. Contribution being made by the directors as part of the offer or separately in furtherance of such objects - Nil

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 - Nil

XII. AUDITORS OF THE COMPANY

i. **Current auditor**

Name of the Auditor	Address	Date of Appointment	Date of cessation, if applicable	Date of Resignation, if applicable
M/S Suri & Co. CHARTERED ACCOUNTANTS	KMK Towers, 2nd Floor, No. 142 K H Road (Double Road) Bengaluru, Karnataka – 560027	29-04-2024	NA	NA

ii. Details of change in auditors:

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

Name of the Auditor	Address	Date of Appointment	Date of cessation, if applicable	Date of Resignation, if applicable
Brahmayya & Co, Chartered Accountants	10/2 Khivraj Mansion, Kasturba Road Bengaluru 560001, Karnataka, India	30/06/2022	29/06/2024	-

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., March 31, 2026:

i. **Details of outstanding Secured Loan Facilities**

Name of lender	Type of Facility	Amount Sanctioned (in Rs. Crs)	Principal Amount outstanding (in Rs. Crs)	Repayment date / Schedule	Credit Rating, if applicable	Asset Classification	Security
Bandhan Bank Ltd.	TL - Banks	100.00	50.00	01-10-2027	CRISIL AA-/Stable	Standard	110% of loan outstanding
Bandhan Bank Ltd.	TL - Banks	100.00	62.50	30-06-2027	CRISIL AA-/Stable	Standard	110% of loan outstanding
Bank of Baroda	TL - Banks	300.00	12.13	30-11-2026	CRISIL AA-/Stable	Standard	110% of loan outstanding
Bank of Baroda	TL - Banks		36.37	30-11-2026	CRISIL AA-/Stable	Standard	110% of loan outstanding
Bank of Baroda	TL - Banks		12.12	30-11-2026	CRISIL AA-/Stable	Standard	110% of loan outstanding
Bank of Baroda	TL - Banks		12.13	30-11-2026	CRISIL AA-/Stable	Standard	110% of loan outstanding
DCB Bank Ltd.	TL - Banks	100.00	70.80	31-08-2027	CRISIL AA-/Stable	Standard	110% of loan outstanding
Dhanlaxmi Bank Ltd.	TL - Banks	30.00	5.00	08-08-2026	CRISIL AA-/Stable	Standard	110% of loan outstanding
The Federal Bank Ltd.	TL - Banks	50.00	43.75	29-12-2027	CRISIL AA-/Stable	Standard	110% of loan outstanding
Hero Fincorp Ltd.	TL - FIs	100.00	27.03	03-09-2026	CRISIL AA-/Stable	Standard	110% of loan outstanding
Hinduja Leyland Finance Ltd.	TL - FIs	50.00	6.86	29-06-2026	CRISIL AA-/Stable	Standard	100% of loan outstanding
The Hongkong and Shanghai Banking Corporation Ltd.	TL - Banks	41.50	6.92	25-07-2026	CRISIL AA-/Stable	Standard	110% of loan outstanding

The Hongkong and Shanghai Banking Corporation Ltd.	TL - Banks	150.00	100.00	21-07-2027	CRISIL AA-/Stable	Standard	110% of loan outstanding
The Hongkong and Shanghai Banking Corporation Ltd.	TL - Banks	40.00	35.00	28-12-2027	CRISIL AA-/Stable	Standard	110% of loan outstanding
The Hongkong and Shanghai Banking Corporation Ltd.	TL - Banks	60.00	57.50	27-02-2028	CRISIL AA-/Stable	Standard	110% of loan outstanding
ICICI Bank Ltd.	TL - Banks	300.00	300.00	19-02-2028	CRISIL AA-/Stable	Standard	110% of loan outstanding
IDBI Bank Ltd.	TL - Banks	100.00	87.49	01-12-2027	CRISIL AA-/Stable	Standard	110% of loan outstanding
IDFC First Bank Ltd.	TL - Banks	250.00	114.58	25-02-2027	CRISIL AA-/Stable	Standard	110% of loan outstanding
IDFC First Bank Ltd.	TL - Banks	350.00	311.11	25-11-2028	CRISIL AA-/Stable	Standard	110% of loan outstanding
Indian Overseas Bank	TL - Banks	100.00	66.64	31-03-2028	CRISIL AA-/Stable	Standard	115% of loan outstanding
Jana Small Finance Bank Ltd.	TL - Banks	40.00	1.67	02-04-2026	CRISIL AA-/Stable	Standard	110% of loan outstanding
The Karnataka Bank Ltd.	TL - Banks	100.00	30.00	21-11-2026	CRISIL AA-/Stable	Standard	110% of loan outstanding
The Karur Vysya Bank Ltd.	TL - Banks	50.00	15.90	15-02-2027	CRISIL AA-/Stable	Standard	110% of loan outstanding
The Karur Vysya Bank Ltd.	TL - Banks	50.00	50.00	27-03-2029	CRISIL AA-/Stable	Standard	111% of loan outstanding
Kisetsu Saison Finance (India) Pvt. Ltd.	TL - FIs	45.00	5.63	15-06-2026	CRISIL AA-/Stable	Standard	110% of loan outstanding
Kisetsu Saison Finance (India) Pvt. Ltd.	TL - FIs	50.00	25.00	15-02-2027	CRISIL AA-/Stable	Standard	110% of loan outstanding
Kisetsu Saison Finance (India) Pvt. Ltd.	TL - FIs	55.00	41.25	24-09-2027	CRISIL AA-/Stable	Standard	110% of loan outstanding
Kisetsu Saison Finance (India) Pvt. Ltd.	TL - FIs	55.00	55.00	26-02-2028	CRISIL AA-/Stable	Standard	110% of loan outstanding
Kotak Mahindra Bank Ltd.	TL - Banks	50.00	50.00	25-03-2028	CRISIL AA-/Stable	Standard	110% of loan outstanding
Bank of Maharashtra	TL - Banks	200.00	45.45	29-06-2027	CRISIL AA-/Stable	Standard	115% of loan outstanding
Bank of Maharashtra	TL - Banks		45.45	29-06-2027	CRISIL AA-/Stable	Standard	115% of loan outstanding
Bank of Maharashtra	TL - Banks	250.00	180.83	27-03-2028	CRISIL AA-/Stable	Standard	115% of loan outstanding
Maanaveeya Development & Finance Pvt. Ltd.	TL - FIs	50.00	43.75	03-12-2027	CRISIL AA-/Stable	Standard	105% of loan outstanding
MAS Financial Services Ltd.	TL - FIs	50.00	43.75	01-01-2028	CRISIL AA-/Stable	Standard	110% of loan outstanding
Micro Units Development & Refinance Agency Ltd.	Refinance	150.00	150.00	11-12-2026	CRISIL AA-/Stable	Standard	100% of loan outstanding

Micro Units Development & Refinance Agency Ltd.	PTC-FIs	87.17	8.40	17-06-2026	ICRA AA-	Standard	4% of Initial Pool Principal
Nabkisan Finance Ltd.	TL - FIs	65.00	41.36	01-12-2027	CRISIL AA-/Stable	Standard	110% of loan outstanding
Nabkisan Finance Ltd.	TL - FIs	50.00	50.00	23-01-2029	CRISIL AA-/Stable	Standard	110% of loan outstanding
Nabsamruddhi Finance Ltd.	PTC-FIs	66.67	7.22	23-08-2026	ICRA AA-	Standard	10% of Initial Pool Principal
National Bank for Agriculture and Rural Development	Refinance	200.00	18.00	31-12-2026	CRISIL AA-/Stable	Standard	112% of loan outstanding
National Bank for Agriculture and Rural Development	Refinance	350.00	31.50	30-06-2026	CRISIL AA-/Stable	Standard	110% of loan outstanding
Northern Arc Capital Ltd.	TL - FIs	41.00	37.91	31-12-2027	CRISIL AA-/Stable	Standard	110% of loan outstanding
Piramal Finance Limited	TL - FIs	75.00	59.38	30-09-2027	CRISIL AA-/Stable	Standard	110% of loan outstanding
Piramal Finance Limited	TL - FIs	65.00	65.00	27-03-2028	CRISIL AA-/Stable	Standard	110% of loan outstanding
Punjab & Sind Bank	TL - Banks	75.00	68.18	30-09-2028	CRISIL AA-/Stable	Standard	111% of loan outstanding
RBL Bank Ltd.	TL - Banks		8.18	14-06-2026	CRISIL AA-/Stable	Standard	110% of loan outstanding
RBL Bank Ltd.	TL - Banks		12.27	23-09-2026	CRISIL AA-/Stable	Standard	110% of loan outstanding
RBL Bank Ltd.	TL - Banks	200.00	90.91	26-11-2027	CRISIL AA-/Stable	Standard	110% of loan outstanding
RBL Bank Ltd.	TL - Banks		47.73	15-12-2027	CRISIL AA-/Stable	Standard	110% of loan outstanding
SBM Bank (India) Ltd.	TL - Banks	32.00	8.00	22-07-2026	CRISIL AA-/Stable	Standard	110% of loan outstanding
SBM Bank (India) Ltd.	TL - Banks	17.00	4.25	29-08-2026	CRISIL AA-/Stable	Standard	110% of loan outstanding
SBM Bank (India) Ltd.	TL - Banks	25.00	9.37	13-12-2026	CRISIL AA-/Stable	Standard	110% of loan outstanding
SBM Bank (India) Ltd.	TL - Banks	18.00	11.25	28-04-2027	CRISIL AA-/Stable	Standard	110% of loan outstanding
SBM Bank (India) Ltd.	TL - Banks	20.00	15.00	25-08-2027	CRISIL AA-/Stable	Standard	110% of loan outstanding
SBM Bank (India) Ltd.	TL - Banks	25.00	21.87	18-12-2027	CRISIL AA-/Stable	Standard	110% of loan outstanding
SBM Bank (India) Ltd.	TL - Banks	60.00	25.00	31-03-2028	CRISIL AA-/Stable	Standard	110% of loan outstanding
SBM Bank (India) Ltd.	TL - Banks	60.00	35.00	05-04-2028	CRISIL AA-/Stable	Standard	110% of loan outstanding

Small Industries Development Bank of India	TL - FIs	500.00	50.00	10-08-2026	CRISIL AA-/Stable	Standard	100% of loan outstanding
Small Industries Development Bank of India	TL - FIs		18.27	27-03-2027	CRISIL AA-/Stable	Standard	110% of loan outstanding
Small Industries Development Bank of India	TL - FIs	500.00	116.12	10-03-2028	CRISIL AA-/Stable	Standard	110% of loan outstanding
Standard Chartered Bank Ltd.	TL - Banks		9.13	15-05-2026	CRISIL AA-/Stable	Standard	110% of loan outstanding
Standard Chartered Bank Ltd.	TL - Banks		0.45	08-07-2026	CRISIL AA-/Stable	Standard	110% of loan outstanding
Standard Chartered Bank Ltd.	TL - Banks		5.95	21-08-2026	CRISIL AA-/Stable	Standard	110% of loan outstanding
Standard Chartered Bank Ltd.	TL - Banks		10.65	13-11-2026	CRISIL AA-/Stable	Standard	110% of loan outstanding
Standard Chartered Bank Ltd.	TL - Banks	100.00	9.44	01-01-2027	CRISIL AA-/Stable	Standard	110% of loan outstanding
Standard Chartered Bank Ltd.	TL - Banks		16.08	15-01-2027	CRISIL AA-/Stable	Standard	110% of loan outstanding
Standard Chartered Bank Ltd.	TL - Banks		25.00	08-07-2026	CRISIL AA-/Stable	Standard	110% of loan outstanding
Standard Chartered Bank Ltd.	TL - Banks	107.00	16.41	02-04-2027	CRISIL AA-/Stable	Standard	110% of loan outstanding
Standard Chartered Bank Ltd.	TL - Banks		12.93	20-05-2027	CRISIL AA-/Stable	Standard	110% of loan outstanding
Standard Chartered Bank Ltd.	TL - Banks		27.75	14-07-2027	CRISIL AA-/Stable	Standard	110% of loan outstanding
Standard Chartered Bank Ltd.	TL - Banks		21.60	15-09-2027	CRISIL AA-/Stable	Standard	110% of loan outstanding
Standard Chartered Bank Ltd.	TL - Banks		46.07	19-01-2028	CRISIL AA-/Stable	Standard	110% of loan outstanding
Standard Chartered Bank Ltd.	TL - Banks		24.24	25-11-2027	CRISIL AA-/Stable	Standard	110% of loan outstanding
Sundaram Finance Ltd.	TL - FIs	75.00	20.22	17-09-2026	CRISIL AA-/Stable	Standard	110% of loan outstanding
Suryoday Small Finance Bank Ltd.	TL - Banks	50.00	50.00	25-03-2028	CRISIL AA-/Stable	Standard	110% of loan outstanding
Utkarsh Small Finance Bank Ltd.	TL - Banks	40.00	35.00	30-12-2027	CRISIL AA-/Stable	Standard	110% of loan outstanding
YES Bank Ltd.	TL - Banks	300.00	87.50	31-12-2027	CRISIL AA-/Stable	Standard	110% of loan outstanding
YES Bank Ltd.	TL - Banks		183.33	30-01-2028	CRISIL AA-/Stable	Standard	110% of loan outstanding
Vivriti Asset Managmenent Dvara KGFS	PTC-Fls	49.74	0.42	21-08-2026	IND A-	Standard	7% of Initial Pool Principal

IDFC First Bank Ltd.	PTC-Bank	94.61	5.38	13-06-2026	ICRA AA-	Standard	10% of Initial Pool Principal
IDFC First Bank Ltd.	PTC-Bank	329.08	54.26	13-10-2026	ICRA AA-	Standard	10% of Initial Pool Principal
IDFC First Bank Ltd.	PTC-Bank	161.24	62.67	13-01-2027	ICRA AA-	Standard	10% of Initial Pool Principal
IDFC First Bank Ltd.	PTC-Bank	149.06	111.95	28-06-2028	ICRA AA-	Standard	6% of Initial Pool Principal
IDFC First Bank Ltd.	PTC-Bank	210.60	210.60	18-03-2028	ICRA AA-	Standard	8% of Initial Pool Principal
SBM Bank (India) Ltd.	PTC-Bank	49.15	18.77	17-12-2026	ICRA AA-	Standard	10% of Initial Pool Principal
Axis Bank Ltd.	PTC-Bank	200.27	97.32	15-02-2028	IND AA+	Standard	8% of Initial Pool Principal
Axis Bank Ltd.	PTC-Bank	174.94	115.66	14-05-2028	IND AA+	Standard	8% of Initial Pool Principal
Axis Bank Ltd.	PTC-Bank	93.32	88.56	02-01-2028	IND AA+	Standard	10% of Initial Pool Principal
Nabkisan Finance Ltd.	PTC-Fls	41.61	35.26	30-07-2028	IND AA+	Standard	7% of Initial Pool Principal
L&T Finance Ltd	PTC-Fls	149.52	133.27	12-10-2027	ICRA AA+	Standard	9% of Initial Pool Principal
Bank Of India	TL - Banks	100.00	52.90	22-10-2027	CRISIL AA-/Stable	Standard	110% Loan Oustanding
ICBC Bank Ltd	TL - Banks	80.00	46.67	28-02-2028	CRISIL AA-/Stable	Standard	105% of loan outstanding
The Hongkong and Shanghai Banking Corporation Ltd.	PTC-Bank	82.15	33.18	12-03-2027	IND AA+	Standard	12.425% of Initial Pool Principal
The Hongkong and Shanghai Banking Corporation Ltd.	PTC-Bank	62.68	38.70	13-06-2027	IND AA+	Standard	12.5% of Initial Pool Principal
The Hongkong and Shanghai Banking Corporation Ltd.	PTC-Bank	71.24	67.44	10-12-2027	IND AA+	Standard	12.5% of Initial Pool Principal

Maanaveeya Development & Finance Pvt.Ltd	TL - FIs	50.00	29.17	26-12-2027	CRISIL AA-/Stable	Standard	105% of loan outstanding
DCB Bank Ltd.	PTC-Bank	61.06	5.76	12-05-2026	ICRA AA-	Standard	10% of Initial Pool Principal
DCB Bank Ltd.	PTC-Bank	65.56	8.54	12-06-2026	ICRA AA-	Standard	10% of Initial Pool Principal
DCB Bank Ltd.	PTC-Bank	74.17	14.86	23-09-2026	ICRA AA-	Standard	11% of Initial Pool Principal

ii. Details of outstanding Details of Unsecured Loan

The Company has availed unsecured loan as on the latest quarter end on March 31, 2026:

Name of lender	Type of facility	Amount Sanctioned (in Rs. Crs)	Principal Amount outstanding	Repayment date or Schedule	Credit Rating, if applicable
NIL					

iii. **Details of outstanding Non-Convertible Debentures**

The details of outstanding non-convertible securities in the following format as on the latest quarter end on March 31, 2026:

Series of NCS	ISIN	Type of Facility	Tenor	Coupon	Amount	Date of Allotment	Redemption Date	Credit Rating	Secured / Unsecured	Security
	INE413U08143	NCD	36	9.95%	40.00	28-03-2025	28-03-2028	CRISIL AA-/Stable	Unsecured	NA
	INE413U07236	NCD	36	9.57%	34.05	21-12-2023	21-12-2026	Crisil AA-/Stable& ACUITE AA-/Stable	Secured	105% of Public Issue
	INE413U07277	NCD	36	10.00%	73.45	21-12-2023	21-12-2026	Crisil AA-/Stable& ACUITE AA-/Stable	Secured	105% of Public Issue
	INE413U07269	NCD	60	10.03%	80.39	21-12-2023	21-12-2028	Crisil AA-/Stable& ACUITE AA-/Stable	Secured	105% of Public Issue
	INE413U07251	NCD	60	10.50%	157.72	21-12-2023	21-12-2028	Crisil AA-/Stable& ACUITE AA-/Stable	Secured	105% of Public Issue

	INE413U07285	NCD	24	9.20%	6.20	21-06-2024	21-06-2026	Crisil AA-/Stable& ACUITE AA-/Stable	Secured	105% of Public Issue
	INE413U07335	NCD	24	9.60%	77.60	21-06-2024	21-06-2026	Crisil AA-/Stable& ACUITE AA-/Stable	Secured	105% of Public Issue
	INE413U07327	NCD	36	9.57%	13.14	21-06-2024	21-06-2027	Crisil AA-/Stable& ACUITE AA-/Stable	Secured	105% of Public Issue
	INE413U07293	NCD	36	10.00%	14.72	21-06-2024	21-06-2027	Crisil AA-/Stable& ACUITE AA-/Stable	Secured	105% of Public Issue
	INE413U07301	NCD	60	10.03%	54.32	21-06-2024	21-06-2029	Crisil AA-/Stable& ACUITE AA-/Stable	Secured	105% of Public Issue
	INE413U07319	NCD	60	10.50%	14.87	21-06-2024	21-06-2029	Crisil AA-/Stable& ACUITE AA-/Stable	Secured	105% of Public Issue
	INE413U08101	NCD-Sub debt	84	11.00%	100.00	13-06-2023	13-06-2030	CRISIL AA-/Stable	Unsecured	NA
	INE413U07210	NCD	36	10.00%	80.00	26-05-2023	26-11-2026	CRISIL AA-/Stable	Secured	100% of loan outstanding
	INE413U08093	NCD-Sub debt	84	11.00%	150.00	18-05-2023	18-05-2030	CRISIL AA-/Stable	Unsecured	NA
	INE413U07400	NCD	24	9.50%	50.00	19-06-2025	19-06-2027	CRISIL AA-/Stable	Secured	110% of loan outstanding
	INE413U08044	NCD-Sub debt	72	11.25%	100.00	19-08-2022	19-07-2028	CRISIL AA-/Stable	Unsecured	NA
	INE413U08044	NCD-Sub debt	72	11.25%	50.00	19-08-2022	19-07-2028	CRISIL AA-/Stable	Unsecured	NA
	INE413U08077	NCD-Sub debt	72	11.25%	25.00	02-02-2023	02-04-2029	CRISIL AA-/Stable	Unsecured	NA
	INE413U08127	NCD-Sub debt	72	10.77%	97.00	07-03-2024	07-02-2030	CRISIL AA-/Stable	Unsecured	NA
	INE413U08184	NCD-Sub debt	120	9.50%	100.00	26-09-2025	26-09-2035	IND AA/Stable & IVR AA Stable	Unsecured	NA
	INE413U08135	NCD	24	10.00%	5.00	28-06-2024	28-06-2026	CRISIL AA-/Stable	Unsecured	NA
	INE413U07343	NCD	36	7.85%	66.60	30-08-2024	30-08-2027	CRISIL AA-/Stable	Secured	100% of loan outstanding

	INE413U07350	NCD	24	9.50%	10.00	30-09-2024	30-09-2026	CRISIL AA-/Stable	Secured	110% of loan outstanding
	INE413U07434	NCD	36	9.65%	100.00	12-09-2025	12-09-2028	CRISIL AA-/Stable	Secured	110% of loan outstanding
	INE413U07368	NCD	24	9.50%	28.12	31-12-2024	31-12-2026	CRISIL AA-/Stable	Secured	110% of loan outstanding
	INE413U08168	NCD	120	9.95%	25.00	05-06-2025	05-06-2035	IND AA/Stable & IVR AA Stable	Unsecured	NA
	INE413U07376	NCD	36	9.70%	30.00	28-01-2025	28-01-2028	CRISIL AA-/Stable	Secured	100% of loan outstanding
	INE413U07384	NCD	24	9.50%	37.50	05-02-2025	05-02-2027	CRISIL AA-/Stable	Secured	110% of loan outstanding
	INE413U08150	NCD	36	9.95%	70.00	09-04-2025	09-04-2028	CRISIL AA-/Stable	Unsecured	NA
	INE413U07392	NCD	24	9.50%	50.00	22-04-2025	22-04-2027	CRISIL AA-/Stable	Secured	110% of loan outstanding
	INE413U07442	NCD	36	9.25%	100.00	24-12-2025	24-12-2028	CRISIL AA-/Stable	Secured	105% of loan outstanding
	INE413U08176	NCD-Subdebt	120	9.75%	60.00	18-08-2025	20-08-2035	IND AA/Stable & IVR AA Stable	Unsecured	NA
	INE413U08176_Re-Issue	NCD-Subdebt	120	9.75%	50.00	18-08-2025	20-08-2035	IND AA/Stable & IVR AA Stable	Unsecured	NA
	INE413U08168_Re-Issue	NCD	120	9.95%	25.00	08-07-2025	05-06-2035	IND AA/Stable & IVR AA Stable	Unsecured	NA
	INE413U07426	NCD	24	9.50%	100.00	23-07-2025	23-07-2027	CRISIL AA-/Stable	Secured	110% of loan outstanding
	INE413U07426_Re-Issue	NCD	24	9.50%	200.00	23-07-2025	23-07-2027	CRISIL AA-/Stable	Secured	110% of loan outstanding
	INE413U07418	NCD	36	9.75%	200.00	16-07-2025	16-07-2028	CRISIL AA-/Stable	Secured	110% of loan outstanding
	INE413U07459	NCD	24	9.20%	130.00	12-02-2026	12-02-2028	CRISIL AA-/Stable	Secured	105% of loan outstanding
	INE413U07467	NCD	42	9.25%	100.00	12-02-2026	12-08-2029	IND AA/Stable & IVR AA Stable	Secured	105% of loan outstanding

	INE413U07442_Re-Issue	NCD	36	9.25%	75.00	29-01-2026	29-01-2029	CRISIL AA-/Stable	Secured	105% of loan outstanding

i. Details of commercial paper issuances as at the end of the last quarter ended on March 31, 2026 in the following format:

Series	ISIN	Type of Facility	Tenor / Period Of Maturity	Coupon	Amount outstanding in Crs	Date of Allotment	Redemption Date	Credit Rating	Secured / Unsecured	Security	Other Details Viz. Details Of Issuing And Paying Agent, Details Of Credit Rating Agencies
	INE413U14349	CP	6 months	8.85%	25	17-02-2026	17-08-2026	CRISIL A1+	Unsecured	NA	Federal Bank
	INE413U14331	CP	1 year	8.75%	25	10-02-2026	10-02-2027	CRISIL A1+	Unsecured	NA	Federal Bank
	INE413U14323	CP	6 months	9.00%	30	13-11-2025	13-05-2026	CRISIL A1+	Unsecured	NA	Federal Bank

iv. List of Top 10 ten holders of non-convertible securities in terms of value (on a cumulative basis) as on 31st March 2026:

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 SOUTH INDIAN BANK LTD	Bank	10000000	7.01%
2	HUDA EMPLOYEES PENSION FUND TRUST	Trust	100000	5.75%
3	GO DIGIT GENERAL INSURANCE LIMITED	Insurance Company	1000	3.60%
4	GLOBAL ACCESS FUND IV LP	Others	100000	3.49%
5	Sporta Technologies Private Limited	Others	100000	2.70%
6	THE KARNATAKA BANK LTD	Bank	10000000	2.70%
7	CAPRI GLOBAL CAPITAL LIMITED	NBFC	10000	2.54%

8	GLOBAL ACCESS FUND LP	Others	100000	2.40%
9	PUNJAB STATE COOPERATIVE BANK LTD	Bank	100000	1.80%
10	PUNJAB STATE WAREHOUSING CORPORATION PENSION FUND TRUST	Trust	100000	1.80%

v. List of Top 10 holders of Commercial Paper in terms of value (in cumulative basis) as on 31st March 2026

Sr. No	Name of Holders	Category of holder	Face value of holding	Holding as a % of total commercial paper outstanding of the issuer
1	Slice Bank	Bank	500000	37.50%
2	Indian Energy exchange limited	Corporate	500000	31.25%
3	Punjab State Cooperative Bank Limited	Bank	500000	31.25%

vi. Other Borrowings

Details of bank fund-based facilities/ Rest of the borrowing (if any including hybrid debt like FCCB, Optionally Convertible Debentures / Preference Shares) as on March 31, 2026:

Name of Party (in case of facility)/ Name of Instrument	Type of Facility / Instrument	Amount Sanctioned / Issue	Principal Amount outstanding	Redemption Date	Credit Rating	Secured / Unsecured	Security
Nil							

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, : Nil
ii. at a premium or discount, or : Nil
iii. in pursuance of an option or not: Nil

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

Pursuant to Chapter IV (*Additional Disclosures by Non-Banking Finance Company or Housing Finance Company or Public Financial Institution*) OF SEBI/HO/DDHS/DDHS-PoD/P/CIR/2025/0000000137 dated October 15, 2025 following are the additional disclosures required by NBFC:

S. No.	PARTICULARS OF DISCLOSURE	DETAILS
1.	**Details with regard to lending done out of the issue proceeds of earlier issuances**	**Lending Policy:** Please refer to ANNEXURE XIII: SPECIFIC DISCLOSURES REQUIRED FROM NBFC of the General Information Document.

	of debt securities (whether public issue or private placement) by NBFC	**Classification of Loans given to associate or entities related to Board, Senior management, promoters, etc:** Please refer to ANNEXURE XIII: SPECIFIC DISCLOSURES REQUIRED FROM NBFC of the General Information Document. **Classification of loans into several maturity profile denomination:** Please refer to ANNEXURE XIII: SPECIFIC DISCLOSURES REQUIRED FROM NBFC of the General Information Document. **Aggregated exposure to top 20 borrowers:** Please refer to ANNEXURE XIII: SPECIFIC DISCLOSURES REQUIRED FROM NBFC of the General Information Document. **Details of loans, overdue and classified as Non-Performing Assets (NPA):** Please refer to ANNEXURE XIII: SPECIFIC DISCLOSURES REQUIRED FROM NBFC of the General Information Document.
2.	**Details of borrowings made by NBFC**	**Portfolio Summary of borrowings made by NBFC:** Please refer to ANNEXURE XIII: SPECIFIC DISCLOSURES REQUIRED FROM NBFC of the General Information Document. **Quantum and percentage of Secured vs. Unsecured borrowings:** Please refer to ANNEXURE XIII: SPECIFIC DISCLOSURES REQUIRED FROM NBFC of the General Information Document.
3.	**Details of change in shareholding**	**Any change in promoters holding in NBFC during last financial year beyond the threshold prescribed by Reserve Bank of India:** Please refer to ANNEXURE XIII: SPECIFIC DISCLOSURES REQUIRED FROM NBFC of the General Information Document.
4.	**Disclosure of Assets under management**	**Segment wise break up and Type of loans:** Please refer to ANNEXURE XIII: SPECIFIC DISCLOSURES REQUIRED FROM NBFC of the General Information Document.
5.	**Details of borrowers**	**Geographical location wise:** Please refer to ANNEXURE XIII: SPECIFIC DISCLOSURES REQUIRED FROM NBFC of the General Information Document.
6.	**Details of Gross NPA**	**Segment wise:** Please refer to ANNEXURE XIII: SPECIFIC DISCLOSURES REQUIRED FROM NBFC of the General Information Document.
7.	**Details of Assets and Liabilities**	**Residual maturity profile wise into several bucket:** Please refer to ANNEXURE XIII: SPECIFIC DISCLOSURES REQUIRED FROM NBFC of the General Information Document.
8.	**Additional details of loans made by, Housing Finance Company**	N.A.
9.	**Disclosure of latest ALM statements to stock exchange**	Please refer to ANNEXURE XIV: ALM STATEMENTS of the General 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.

XVI. Material event/ development affecting investment decision

Any material event/ development or change having implications on the financials/credit quality (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.

Please refer to Section 6 (*Issuer Information*) of the General Information Document.

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

Nil

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

Nil

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

Our Company from time to time, is involved in various litigation proceedings in the ordinary course of our business. These legal proceedings are primarily in the nature of criminal cases, civil cases and tax proceedings.

Except as disclosed in this section, there are no outstanding legal proceedings which have been considered material in accordance with the resolution dated September 13, 2023 passed by the Board of Directors of our Company on 'Materiality Threshold'. Further, as on the date of this General Information Document, except as disclosed hereunder, our Company, Group Companies, Promoters and Directors are not involved in: (i) any outstanding action initiated by regulatory and statutory authorities (such as SEBI, RBI, Stock Exchanges or such similar authorities); (ii) any outstanding civil litigation or tax proceedings involving our Company, Promoters, Directors, Group companies or any other person where the amount is ₹ 4.09 crore (being 5% of the average of absolute value of profit or loss after tax, as per the last three audited financial statements of our Company) or above; (iii) any outstanding criminal litigation; (iv) pending proceedings initiated against the issuer for economic offences and (v) any other pending litigation involving the Company, Promoter, Directors, Group companies or any other person, which may be considered material by our Company for the purposes of disclosure in this section of this General Information Document, solely for the purpose of this Issue and 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 (vi) any material event/ development or change having implications on the financials/credit quality (e.g. any material regulatory proceedings against the Company /Promoter, litigations resulting in material liabilities, corporate

restructuring event etc.) which may affect the issue or the investor's decision to invest / continue to invest in the debt securities.

Except as disclosed in this section, there are no (i) inquiries, inspections or investigations initiated or conducted (for which notices have been issued) under the Companies Act, 2013 in the last three years preceding the year of this General Information Document involving our Company, any prosecutions filed (whether pending or not), fines imposed, compounding of offences in the last three years immediately preceding the year of this General Information Document involving our Company; (ii) any material fraud committed against our Company in the last three years and current financial year, and if so, the action taken by our Company; (iii) any significant and material order passed by the regulators, courts and tribunals impacting the going concern status of our Company or its future operations; (iv) 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; (v) any default in annual filing of our Company under the Companies Act, 2013; and (vi) any litigation or legal actions, pending or taken, by any ministry or department of the government or a statutory authority or regulatory authority against the Promoters of our Company during the last three years immediately preceding the year of this General Information Document, and any direction issued by such ministry or department or statutory authority upon conclusion of such litigation or legal action, if any.

It is clarified that for the purposes of the above, pre-litigation notices received by our Company, our Promoter, our Group Companies or our Directors as the case may be, have not been considered as litigation until such time that the above-mentioned entities are not impleaded as a defendant in litigation proceedings before any judicial forum.

I. Litigation involving our Company

Material Civil Litigation by our Company

Nil

Material Civil Litigation against our Company

Nil

Criminal Litigation by our Company

1. Our Company has filed 768 proceedings against various borrowers under Section 138 of the Negotiable Instruments Act, 1881, for dishonour of cheques at various courts. The aggregate of claim amounts filed is approximately ₹ 7.82 crore. The matters are pending before the courts at various stages of adjudication.

Actions Taken by Regulatory and Statutory Authorities against our Company : **Nil**

II. Litigation involving our Subsidiary.

As on date of this General Information Document, the company does not have any subsidiaries.

III. Litigation involving our Directors.

Civil Litigation involving our Directors: **Nil**

Criminal Litigation involving our Directors: **Nil**

Actions Taken by Regulatory and Statutory Authorities against our Directors: **Nil**

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

In accordance with the Master Directions – Monitoring of Frauds in NBFCs (Reserve Bank) Directions, 2016 dated September 29, 2016, the Audit Committee of our Company monitors and reviews all frauds involving an amount of ₹1 crore or more. There have been no acts of material frauds, i.e., frauds involving an amount of ₹1 crore or more, committed against our Company in the last three financial years and current financial year.

There have been instances of fraud (more than ₹1 lakh), which are inherent in the nature of the business of our Company. However, there is no material fraud committed against our Company from financial year beginning from April, 2021 till March 31, 2026.

The list of material frauds against the Company in the last three fiscals and current financial year:

For the period ended as on March 31, 2026	For the year ended March 31, 2025	For the year ended March 31, 2024	For the year ended March 31, 2023
4,44,20,423.00	4,42,34,821.00	1,97,90,943.00	1,33,01,116.00

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

Nil

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

Related party transactions entered as on March 31, 2026, Fiscal year 2025, 2024 and 2023 with regard to loans made or, guarantees given or securities provided below:

(₹ in crore)

Name of the Related Party	Fiscal	Loans made	Guarantees given	Securities Provided
IIFL Finance Limited	2023-24	1100	Nil	Nil
IIFL Finance Limited	2024-25	735	Nil	Nil
IIFL Finance Limited	2025-26	1500	Nil	Nil
IIFL Capital Services Limited	2025-26	100	Nil	Nil

No Loans/ ICDs given in FY 2022-23.

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

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

S No.	Name of the Borrower (A)	Amount of Advances /exposures to such borrower (Group) (Rs. Crore) (B)	Percentage of Exposure (C)= B/Total Assets Under Management
NA	NA	NA	NA

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

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

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

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

Please refer to Section 6 (*Issuer Information*) of the General Information Document.

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

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

N.A.

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 unutilized monies out of the previous issue in the prescribed manner;

N.A.

c. the details of all utilized and unutilized 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

N.A.

d. the interim use of funds, if any.

N.A.

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

Directors	Please refer ANNEXURE IV - BOARD AND COMMITTEE RESOLUTION 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 - LAST AUDITED FINANCIAL STATEMENTS 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
Trustees	The consent letter from Debenture Trustee is provided in Annexure III of this Key Information Document.
Solicitors / Advocates / Legal Advisors	The company has appointed the legal counsel to the issue vide board resolution. Please refer to ANNEXURE IV - BOARD AND COMMITTEE RESOLUTION of this Key Information Document.
Registrar	The consent letter from the Registrar is provided in ANNEXURE VIII - CONSENT OF THE REGISTRAR AND TRANSFER AGENT 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.

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

Vardhman Trusteeship Private Limited has been appointed as Debenture Trustee for the proposed Issue. The Debenture Trustee has given their consent to the Issuer for its appointment under the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, as amended up to date, and a copy of the consent letter is enclosed to this Key Information Document. The Company will enter into a Trusteeship Agreement/ Debenture Trust Deed, inter-alga, 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 IX to this Key Information Document.

The Company shall pay the Debenture Trustee, Acceptance Fee amounting to INR 70,000/- payable one time on acceptance of engagement letter and Annuity Fee amounting to INR 90,000/- per annum payable annually in advance from the date of engagement letter till the debentures are redeemed.

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

Debenture holders. Any payment made by the Company to the Debenture Trustee on behalf of the Debenture holder(s) shall discharge the Company to that extent to the Debenture holder(s). No Debenture holder shall be entitled to proceed directly against the Company unless the Debenture Trustee, having become so bound to proceed, fails to do so.

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

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

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

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

Coupon and all other charges shall accrue based on actual/actual day count convention in accordance with the 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*", as may be amended from time to time.

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

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

PARTICULARS	DATE
Issue Opening Date	June 29, 2026
Issue Closing Date	June 29, 2026
Pay In Date	June 30, 2026
Deemed Date of Allotment	June 30, 2026

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 cash flows emanating from the Debentures, by way of an illustration, are set out under ANNEXURE XI - ILLUSTRATION OF BOND CASH FLOWS of this Key Information Document.

XXXI. Disclosures pertaining to willful defaulter:

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

XXXII. UNDERTAKING BY THE ISSUER

Please refer to Section 3 (*Undertaking of the Issuer*) of the Key Information Document.

XXXIII. Risk Factors

Please refer to Section 4 (*Risk Factors*) of the General Information Document.

XXXIV. Other Details

1. DRR creation - relevant regulations and applicability

In accordance with amendments to the Companies Act, 2013, and the Companies (Share Capital & Debentures) Rules 2014, read with the NCS Listing Regulations, an NBFC registered with RBI under section 45 IA of the Reserve Bank of India Act, 1934, is not required to create a DRR for the purpose of redemption of debentures. Pursuant to Rule 18 (7) of the Companies (Share Capital and Debentures) Rules, 2014, a non-banking financial company is not required to maintain debenture redemption reserve for debentures issued on a private placement basis. Accordingly, no debenture redemption reserve shall be created by our Company for the purpose of redemption of the NCDs or in connection with the Issue.

2. 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 NCS Listing Regulations, as amended from time to time;
   i) the SEBI LODR Regulations, as amended from time to time;
   j) the Master Circular for Debenture Trustees, as amended from time to time;
   k) the Listed NCDs Master Circular, as amended from time to time;
   l) the SEBI Merchant Banker Regulations, as amended from time to time (if applicable);
   m) the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993, as amended from time to time; and
   n) all other relevant laws (including rules, regulations, clarifications, notifications, directives, circulars as may be issued by the Securities Exchange Board of India, the Reserve Bank of India and any statutory, regulatory, judicial, quasi-judicial authority).

ii. In the event the Issuer proposed to issue Debentures with face value of INR 10,000/- (Indian Rupees Ten Thousand Only), the Issuer shall appoint a Merchant Banker for the issue for performing the role, responsibilities and obligations same as they would be in case of public issue of debt security or non-convertible redeemable preference share, as provided under clause 1.3 of Chapter V (Denomination of issuance and trading of Non-convertible Securities) of the Listed NCDs Master Circular,

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

Subject to the following conditions

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

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

3. Default in Payment;

Please refer to Section 8 (*Summary of Terms*) of this Key Information Document.

4. Delay in Listing:

The Debentures are proposed to be listed on National Stock Exchange of India Limited, being the Designated Stock Exchange. The details of NSE are as below:

National Stock Exchange of India Ltd.,
Exchange Plaza, C-1, Block G,
Bandra Kurla Complex, Bandra (E)
Mumbai – 400 051
Tel. No: 022 2659 8100/ 2659 8114 / 66418100
Fax No: 022 2659 8120

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.

5. 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.

6. Issue details:

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

7. 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 XII - PAS 4.** Please refer **ANNEXURE XII - PAS 4** for all disclosures required under the Companies (Prospectus and Allotment of Securities), Rules, 2014 are set out therein.

8. 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

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

For security related details please refer to Section 8 (*Summary of Terms*) of this Key Information Document. The Issuer further undertakes that the charge created is equal to 1.05x of the security cover and is free of encumbrances.

10. 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:

(1) in the purchase of any business; or

(2) 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.

(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:

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

(2) 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; **NA**

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

(4) 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: **NA**

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

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 (1) to (4) 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 (10)(g) of paragraph XXXIV of this Section of 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.

(c) If:

(1) 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

(2) 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.

NA

(d) The said report shall:

(1) 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

(2) 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.

NA

(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.

As set out in Annexure IV in the General Information Document.

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

NA

(g) The matters relating to:

(1) Material contracts:

S. No.	Nature of Contract
1.	Certified true copy of the Memorandum & Articles of Association of the Issuer.
2.	The Board Resolution dated March 25, 2025 read with Committee Resolution dated 23rd June 2026, authorizing the issue of Debentures offered under the terms of this Key Information Document.
3.	Shareholder Resolution under Section 180 (1) (a) and Section 180 (1) (c) dated January 24, 2024 authorizing the borrowing by the Company and the creation of security.
4.	Copies of Annual Reports of the Company for the last three financial years.
5.	Credit rating letter from the Rating Agency dated 10th June 2026

6.	Letter from Debenture Trustee dated 23rd June 2026 giving its consent to act as Debenture Trustee. ("**Consent Letter**")
7.	Letter for Register and Transfer Agent dated 23rd June 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: 09-09-2017; CDSL dated 18-06-2018.
10.	Debenture Trustee Agreement dated 23rd June 2026 executed between the Issuer and the Debenture Trustee.
11.	Debenture Trust Deed to be executed on or around the date of this Key Information Document between the Issuer and the Debenture Trustee.
12.	Deed of Hypothecation to be executed on or around the date of this Key Information Document between the Issuer and the Debenture Trustee.
13.	Letter from the Merchant Banker dated 23rd June, 2026 giving its consent to act as Merchant Banker.

(2) 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 the Pg. no. 201 enclosed Financials for FY 2025-26 Investors - IIFL Samasta
Please Refer the Pg. no. 169 enclosed Financials for FY 2024-25 Investors - IIFL Samasta
Please Refer the Pg. no. 153 enclosed Financials for FY 2023-24 Investors - IIFL Samasta

(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.

NA

(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.

NA

(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.

NA

11. Listing and Monitoring Requirements:

(a) Monitoring

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

(b) Recovery Expense Fund

a. The Company shall maintain Recovery Expense Fund ("**REF**") as per the provisions of SEBI (Debenture Trustees) Regulations, 1993, Master Circular for Debenture Trustees and any circulars, guidelines and regulations issued by SEBI, as applicable. The Recovery Expense Fund shall be created to enable the Debenture Trustee to take prompt action in relation to the enforcement of the Security in accordance with the transaction documents.

b. The Company shall deposit an amount equal to 0.01% of the issue size subject to maximum of Rs. 25 lakhs per issuer towards Recovery Expense Fund with the 'Designated Stock Exchange', as identified and disclosed in its Disclosure Document.

c. 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. The Company shall ensure that the bank guarantees remains valid for a period of 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.

d. In the event of default, the Debenture Trustee may get reimbursed from the REF for all the related activities for enforcement/ legal proceedings including but not limited to obtaining various consents from debenture holders, voting process, holding of meetings of debenture holders, filing court applications, legal fees, expenses for asset recovery services, appointment of legal consultants in respect of enforcement/ legal proceedings in the event of default.

e. In case the utilization of REF is for purposes explicitly specified under paragraph (d) above, prior approval from the Debenture Holders shall not be required. Debenture Trustee shall intimate debenture holders through mail and upload on its website regarding the reimbursement from REF. In case the utilization of REF is for purposes other than explicitly mentioned in paragraph (d) above, the Debenture Trustee shall obtain prior consent of the holders of the debt securities and shall inform the same to the Designated Stock Exchange.

f. Debenture Trustee shall inform the Designated Stock Exchange to release the amount from the REF and submit an independent auditor's certificate regarding the expenses incurred to the Stock Exchange, which shall be verified by the Stock Exchange before release of the amount from the REF to the Debenture Truste.

g. The Designated Stock Exchange shall release the amount lying in the REF to the Debenture Trustee within five working days of receipt of such intimation.

h. The Debenture Trustee shall keep a proper account of all expenses incurred out of the funds received from REF.

i. The Debenture Trustee shall on an annual basis update the debenture holders regarding the utilization of such funds.

j. 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.

k. The Debenture Trustee shall supervise the implementation of the conditions, creation of Recovery Expense Fund as applicable.

(c) Requirements Under The LODR Regulations

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

(d) Due Diligence

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

(i) the Debenture Trustee shall carry out due diligence on continuous basis to ensure compliance by the Company, with the provisions of the Act, SEBI LODR Regulations, SEBI NCS Listing Regulations, 2021, and Listed NCDs Master Circular, Master Circular for Debenture Trustees, Debenture Trustees Regulations, the listing agreement of the stock exchange(s) where the Debentures are listed, the Transaction Documents, and any other regulations issued by SEBI pertaining to the Issue;

(ii) for the purposes of carrying out the due diligence as required in terms of the Master Circular for Debenture Trustee, the Debenture Trustee, either through itself or its agents, advisors, consultants, shall have the power to examine the books of account of the Company and to have the Company's Hypothecated Assets inspected by its officers and/or external auditors, valuers, consultants, lawyers, technical experts, management consultants appointed by the Debenture Trustee; and

(iii) the Debenture Trustee may at any time through its authorized representatives and agents, inspect books of account, records, registers of Company and the trust property (as set out in the Debenture Trust Deed/ this Key Information Document) to the extent necessary for discharging its obligations. The Company shall provide full and unimpeded access to the records, registers and books of accounts in relation to the Hypothecated Assets and facilitate in the inspection and

due diligence process. Any fees, costs expenses incurred in conducting such inspection/due diligence process shall be fully borne by the Company. In the event, any fees, costs expenses are borne by the Debenture Trustee, the above shall be reimbursed forthwith by the Company upon request.

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

(i) periodical status/ performance reports from the Company within seven days of the relevant board meeting of the Company or within 45 (forty-five) days of the respective quarter, whichever is earlier;

(ii) details with respect to defaults, if any, with regard to payment of interest or redemption of Debentures;

(iii) details with respect to the implementation of the conditions regarding creation of the Transaction Security for the Debentures, debenture redemption reserve if applicable and Recovery Expense Fund;

(iv) details with respect to the Hypothecated Assets of the Company and of the guarantors (to the extent applicable) to ensure that they are sufficient to discharge the interest and principal amount at all times and that such Hypothecated Assets are free from any other encumbrances except those which are specifically agreed to by the Debenture Holders;

(v) reports on the utilization of funds raised by the issue of Debentures;

(vi) details with respect to redemption of the Debentures;

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

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

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

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

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

(c) Without prejudice to any other provision of the Debenture Trust Deed/ this Key Information Document and the other Transaction Documents, the Company shall:

(i) provide such documents/information and assistance to the Debenture Trustee as may be required by the Debenture Trustee to carry out the necessary due diligence and monitor the security cover on a quarterly basis in the manner as may be specified by SEBI from time to time;

(ii) to the extent applicable, submit a certificate from the statutory auditor on a quarterly basis, regarding the maintenance of security cover in accordance with the terms of the Disclosure Documents and the other Transaction Documents including compliance with the covenants of the Disclosure Documents and the other Transaction Documents within timelines as specified under SEBI Listed Debentures Circulars and Regulations, or such other circulars issued by SEBI from time to time;

(iii) comply with all requirements under the Master Circular for Debenture Trustee, and provide all documents/information as may be required in accordance with the Master Circular for Debenture Trustee.

(iv) The Company shall submit the all such reports/ certification to the Debenture Trustee within the following timelines as to enable the Debenture Trustee to submit the following reports/ certification to Stock Exchange within the timelines specified:

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

REPORTS/CERTIFICATES	TIMELINES FOR SUBMISSION REQUIREMENTS TO THE DEBENTURE TRUSTEE	TIMELINE FOR SUBMISSION OF REPORTS/CERTIFICATIONS BY DEBENTURE TRUSTEE
(To the extent applicable) A statement of value for Debt Service Reserve Account or any other form of security offered	Quarterly basis within 60 (sixty) days from end of each quarter except last quarter when submission is to be made within 75 (seventy five) days or such other timelines as prescribed under Applicable Law.	Quarterly basis within (A) 75 (seventy-five) days from each Quarterly Date (other than March 31 of the relevant calendar year), and (B) 90 (ninety) days from March 31 of the relevant calendar year or such other timelines as may be prescribed under Applicable Law.
(To the extent applicable) Net worth certificate of guarantor(s) (secured by way of personal guarantee(s))	Half yearly basis within 60 (sixty) days from end of each half-year or such other timelines as prescribed under Applicable Law.	Half yearly basis within 75 (seventy-five) days from the end of each financial half-year or such other timelines as may be prescribed under Applicable Law.
(To the extent applicable) Financials/value of guarantor prepared on basis of audited financial statement etc. of the guarantor (secured by way of corporate guarantee)	Annual basis within 60 (sixty) days from end of each Financial Year or such other timelines as prescribed under Applicable Law.	Annual basis within 75 (seventy-five) days from the end of each Financial Year or within such other timelines as may be prescribed under Applicable Law.
(To the extent applicable) Valuation report and title search report for the immovable/ movable assets, as applicable.	Once in three years within 60 (sixty) days from the end of the financial year.	Once in three years within 75 (seventy-five) days from the end of the financial year.

(e) Others

(a) The Company shall, at all times until the secured obligations have been duly discharged, maintain a bank account no. 000205022197 with ICICI Bank ("**Account Bank**") from which it proposes to pay the redemption amount. The Company agrees and acknowledges that they shall also inform the Debenture Trustee within 1 (one) working day of any change in the Account Bank details.

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

(c) The Company covenants with the Debenture Trustee that it shall comply with all its obligations under the Debenture Trust Deed/ 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 the Debenture Trust Deed/ this Key Information Document.

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

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

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

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

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

SECTION 7 APPLICATION PROCESS

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/ 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.

Only Eligible Investors as given hereunder may apply for the Debentures by completing the Application Form as set out in ANNEXURE X - APPLICATION FORM in the prescribed format in BLOCK LETTERS in English as per the instructions contained therein. The minimum number of Debentures that can be applied for and the multiples thereof shall be set out in the 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 favor of the Issuer or otherwise as may be set out in the Application Form and crossed "Account Payee Only".

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

a. In order to be able to bid under the NSE 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 laws.

   All Eligible Investors are required to register themselves as a one-time exercise (if not already registered) with the NSE 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 NSE.

   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 NSE 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 NSE 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 NSE EBP Platform in line with the NSE EBP Guidelines and the EBP Guidelines.
D. Manner of bidding: The Issue will be through closed bidding on the NSE EBP platform in line with the NSE EBP Guidelines and the EBP Guidelines.
E. Manner of allotment: The allotment will be done on uniform yield basis in line with the NSE EBP Guidelines and the EBP Guidelines.
F. Manner of settlement: Settlement of the Issue will be done through online transfer and the account details are given in the section on Payment Mechanism of this Key Information Document.
G. Settlement cycle: The process of pay-in of funds by investors and pay-out to Company will be done on T+1 trading day, where T is the Issue Closing Date.
H. Offer or Issue of executed offer letters cum application forms to successful Eligible Investors. The offer letters cum application forms along with the Application Form will be issued to the successful Eligible Investors, who are required to complete and submit the Application form to the Company in order to accept the offer of Debentures.

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

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

Details of size of the Issue including green shoe option, if any	**Total issue**: Issue up to 60,000 (Sixty Thousand) Rated, Listed, Unsubordinated, Secured, Taxable, Transferable, Redeemable Non-convertible Debentures each having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) aggregating to INR 60,00,00,000/- (Indian Rupees Sixty Crores Only) ("**NCDs**" or "**Debentures**") **Green Shoe Option**: Nil
Anchor Portion Details	No
Interest rate parameter	Fixed Coupon
Bid opening and closing date	Bid opening date: June 29, 2026 Bid closing date: June 29, 2026
Minimum Bid lot	1000 (One Thousand) Debentures (aggregating to INR 1,00,00,000 (Indian Rupees One Crore), and 1 (one) Debenture thereafter
Manner of bidding in the Issue/ Bid Type	Closed
Manner of allotment in the Issue	Uniform Yield Allotment

Manner of settlement in the Issue	Pay-in of funds through NSCCL. 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 EBP into the account of the NSCCL, as specified in this regard below
Settlement cycle & Deemed Date of Allotment	T+1 (T being the day of bidding as per working day convention of recognized stock exchanges) Settlement of the Issue will be on June 30, 2026.

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 NSCCL, the details of which are as set out below:

Name of Bank	As available in the NSE EBP Platform
IFSC Code	As available in the NSE EBP Platform
Account number	As available in the NSE EBP Platform
Name of beneficiary	As available in the NSE EBP Platform

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 NSCCL and the Issuer confirming its decision to proceed with the allotment of the Debentures in favor of the Successful Bidders to the NSCCL, 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 NSCCL shall be released into the Issuer's bank account, the details of which are as set out below:

Beneficiary Name:	IIFL SAMASTA FINANCE LIMITED
Bank Account No:	40803086705
IFSC CODE:	SBIN0014431
Bank Name:	STATE BANK OF INDIA
Branch Address:	SPECIALIZED AGRI COMMERCIAL BRANCH, BANGALORE

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

Basis of Allocation or Allotment: Allocation shall be made as approved by the Company in accordance with applicable NCS Listing Regulations, Operations Guidelines, and applicable laws. Post completion of bidding process, the Company will upload the provisional allocation on the NSE EBP Platform. Post receipt of details of the successful Eligible Investors, the Company will upload the final allocation file on the NSE 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 NSE EBP Platform while placing the bids. In case of mismatch in the bank account details between NSE 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 NSE 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 NSE EBP Platform, the estimated cut off yield shall be mandatorily disclosed by the NSE 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 NSE EBP Platform. The disclosure of estimated cut off yield by NSE EBP Platform to the Eligible Investors, pursuant to closure of the issue, shall be at the discretion of the Company.

Force Majeure: The Company reserves the right to withdraw the issue prior to the closing date in the event of any unforeseen development adversely affecting the economic and regulatory environment. The Company reserves the right to change the Issue Schedule.

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

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

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

Deemed date of allotment for the issue is June 30, 2026, by which date Investors would be intimated of allotment.

III. Details of Issuances in the previous financial year:

Sr.No.	Issue Size (Inclusive of Green Shoe Option)	Base Issue + Green Shoe Option	Green Shoe Option actually exercised	Month of Issue
1	40,00,00,000	40,00,00,000	-	June 2024
2	66,60,00,000	66,60,00,000	-	August 2024
3	40,00,00,000	40,00,00,000	-	September 2024
4	75,00,00,000	75,00,00,000	-	December 2024
5	30,00,00,000	30,00,00,000	-	January 2025
6	75,00,00,000	75,00,00,000	-	February 2025
7	40,00,00,000	40,00,00,000	-	March 2025
8	120,00,00,000	120,00,00,000	-	April 2025
9	105,00,00,000	105,00,00,000	-	June 2025
10	525,00,00,000	525,00,00,000	250,00,00,000	July 2025
11	110,00,00,000	110,00,00,000	-	August 2025
12	200,00,00,000	200,00,00,000	-	September 2025
13	100,00,00,000	100,00,00,000	-	December 2025
14	75,00,00,000	75,00,00,000	-	January 2026
15	230,00,00,000	175,00,00,000	55,00,00,000	February 2026

IV. 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)

V. 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.

VI. 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.

VII. Interest on Application Money

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

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

VIII. Letters of Allotment

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

IX. Record Date

The record date for payment of Coupon or repayment of principal shall be 15 (Fifteen) days of redemption of such Debentures.

X. 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.

XI. 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 payment of the redemption amount by the Company on relevant maturity date(s) to the respective registered Debenture Holder(s) whose name appears in the register of debenture holder(s) on the Record 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.

XII. Mode of Payment

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

XIII. 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.

XIV. 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.

XV. Tax Deduction at Source

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

XVI. PAN/GIR Number

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

XVII. 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.

XVIII. Basic terms of the present offer

Refer Section 8 *(Summary of Terms)* in the General Information Document/ Key Information Document for issue specific details.

XIX. Minimum Subscription

The minimum application size for the Issue shall be 1000 (One Thousand) Debentures and in multiples of 1 (One) Debenture thereafter.

XX. Deemed Date of Allotment

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

XXI. Market Lot

Market lot will be one Debenture

XXII. Contributions being made by the promoters or directors either as part of the Issue or separately in furtherance of such objects

None

XXIII. Security

Refer to Section 8 (Summary of Terms) of the Key Information Document.

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 laws and rules notified in respect thereof. The transferee(s) should ensure that the transfer formalities are completed prior to the Record Date. In the absence of the same, 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 Bengaluru, Karnataka as mutually agreed between the parties, 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 IIFL Samasta Finance Limited ("**Borrower**" or "**Company**") by the Investor for onward lending purpose to its borrowers/ end clients.

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	**9.20% IIFL Samasta Finance Limited 2028**
Borrower/Issuer	IIFL Samasta Finance Limited
Type of Instrument	Rated, Listed, Unsubordinated, Secured, Taxable, Transferable, Redeemable Non-convertible Debentures **("NCDs" or "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 the Bonds 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. Qualified Institutional Buyers ("QIBs") means the following entities: b. A mutual fund, venture capital fund, Alternative Investment Fund and Foreign Venture Capital Investor registered with SEBI; c. Foreign portfolio investor other than individuals, corporate bodies and family offices; d. a Public Financial Institution; e. a Scheduled Commercial Bank; f. a multilateral and bi-lateral development financial institution; g. a State Industrial Development Corporation; h. An insurance company registered with Insurance Regulatory and Development Authority of India; i. A Provident Fund with minimum corpus of Rs.25 Crores j. A Pension Fund with minimum corpus of Rs.25 Crores k. National Investment Fund set up by resolution No: F.No.2/3/2005-DDII dated November 23, 2005 of the Government of India published in the Gazette of India;

	l. An insurance fund set up and managed by Army, Navy / Air force of the Union of India; m. Insurance funds set up and managed by the Department of Posts, India; and n. Systemically important Non- Banking Financial Companies. Any non-QIB including inter-alia resident individual investors, Hindu Undivided Families (excluding minors and NRIs), Partnership Firms and Limited Liability partnership firms, Trusts (including public charitable trusts), association of persons, societies registered under the Applicable Laws in India, companies, bodies corporate etc., who/ which has been authorized by the Issuer, to participate in a particular issue on the EBP platform. The advisor(s)/ arranger(s)/ placement agent(s), broker(s) associated with the Issue and/or their affiliates/ subsidiaries/ associates/ group companies and/or their promoters/ directors/ key managerial personnel/ officers/ employees may subscribe to the Issue as the applicable laws including but not limited to (i) SEBI (Merchant Bankers) Regulations, 1992 and Code of Conduct specified therein; (ii) Securities and Exchange Board of India (Stock Brokers) Regulations, 1992 and Code of Conduct specified therein, as applicable, do not restrict them from subscribing to the Issue. Note: Participation by Eligible Investors in the issue may be subject to statutory and/or regulatory requirements applicable to them in connection with subscription to Indian securities by such categories of persons or entities. Applicants are advised to ensure that they comply with all regulatory requirements applicable to them, including exchange controls and other requirements. Applicants ought to seek independent legal and regulatory advice in relation to the laws applicable to them.
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 NSE within (T+3) working days, wherein "**T**" shall be referred to the Issue Closing Date ("**Listing Period**"). 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	India Ratings AA Stable
Issue Size	Issue up to 60,000 (Sixty Thousand) Rated, Listed, Unsubordinated, Secured, Taxable, Transferable, Redeemable Non-convertible Debentures each having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) aggregating to INR 60,00,00,000/- (Indian Rupees Sixty Crores Only) ("**NCDs**" or "**Debentures**")
Minimum Subscription	INR 1,00,00,000/- (Indian Rupees One Crore only)
Option to retain oversubscription (Amount)	Not Applicable
Objects of the Issue/ Purpose for which there is requirement of funds	The Issue proceeds will be utilized to originate joint liability group loans for women borrowers.
In case the issuer is an NBFC and the objects of the issue entail loan to any entity who is a 'group company' then	Not Applicable

disclosures shall be made in the following format:	
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. 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"; v. in contravention of any guidelines, rules or regulations of the RBI applicable to non-banking financial companies.
Coupon Rate	9.20% (Nine decimal Two Zero per cent) per annum
Step Up/ Step Down Coupon Rate	In the event the credit Rating of the Issuer is downgraded by 2 notches, the Coupon Rate shall be increased by 0.35% (zero point three five percent) for every notch of rating downgrade (the "**Step Up Coupon**") from "AA-" till "A-". The Step Up Coupon is applicable from the date of such downgrade until such event is cured, on the outstanding principal amount and accrued interest, if any, of the Debentures. For the purpose of this clause, if the Issuer is rated by more than one rating agency, then the lowest of the ratings shall be considered. The step-up coupon shall not be applicable once the rating gets restored to the original rating at the time of issuance.
Coupon / Dividend Payment Frequency	Monthly
Coupon / Dividend Payment Dates	30-Jul-26 30-Aug-26 30-Sep-26 30-Oct-26 30-Nov-26 30-Dec-26 30-Jan-27 28-Feb-27 30-Mar-27 30-Apr-27 30-May-27 30-Jun-27 30-Jul-27 30-Aug-27 30-Sep-27 30-Oct-27 30-Nov-27 30-Dec-27 30-Jan-28 29-Feb-28 30-Mar-28

	30-Apr-28 30-May-28 30-Jun-28 30-Jul-28 30-Aug-28 30-Sep-28 30-Oct-28 30-Nov-28 30-Dec-28
Cumulative / non-cumulative, in case of dividend	Not Applicable
Coupon Type	Fixed
Coupon Reset Process (including rates, spread, effective date, interest rate cap and floor etc.).	Not Applicable
Day Count Basis (Actual/Actual)	Actual/Actual
Interest on Application Money	This Issue does not contemplate any interest on Application Money till allotment of the Debentures.
Default Interest Rate	*a) Payment Default including Event of Default* If, at any time, there shall be a payment default or any breach of any covenant of any Transaction Document or any other Event of Default, the Company agrees to pay an additional interest at the Default Interest Rate above the applicable Interest Rate on the Outstanding Amounts on and from the date of the occurrence of the payment default or Event of Default until such payment default or Event of Default is cured to the satisfaction of the Debenture Trustee and the Debenture Holders. The Default Interest Rate calculated in terms of this clause shall be paid at the time of redemption of the Debentures. *b) Delay in execution of Debenture Trust Deed* If not already executed, the Company shall execute the Debenture Trust Deed within the timelines prescribed by SEBI. In case of a delay in execution of Debenture Trust Deed, the Company will pay penal interest of at least 2% p.a. (two percent per annum) over the Interest Rate till the execution of Debenture Trust Deed. *c) Breach of Security Cover* Issuer shall pay a penal interest of 2.0% (Two Percent) p.a. over the Interest Rate in case the Security Cover falls below the Security Cover Ratio for the period of until such Security Cover is reinstated; *d) 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 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. *e) Breach of Financial Covenants* Issuer shall pay a penal interest of 1% (One percent) of the amount outstanding under the Debentures in the event of breach of any of the Financial Covenants. f) *Breach of Reporting Covenants* Issuer shall be required to pay a penalty of INR 6,000/- (Indian Rupees Six Thousand Only) for each day of delay in the event of non-adherence to the below reporting undertaking on a timely basis.
Tenor	30 (Thirty) months from the Deemed Date of Allotment.
Redemption Date	December 30, 2028
Redemption Amount	Each Debenture shall be redeemed at par.
Redemption Premium / Discount	Not Applicable
Issue Price	INR 10,000/- (Indian Rupees Ten Thousand Only) per Debenture
Discount at which security is issued and the effective yield as a result of such discount.	Not Applicable
Premium/Discount at which security is redeemed and the effective yield as a result of such premium/discount.	Not Applicable
Put Date	Not Applicable
Put Price	Not Applicable
Call Date	Not Applicable
Call Price	Not Applicable
Put Notification Time (Timelines by which the investor need to intimate Issuer before exercising the put)	Not Applicable
Call Notification Time (Timelines by which the investor need to intimate Issuer before exercising the put)	Not Applicable
Face Value	INR 10,000/- (Indian Rupees Ten Thousand Only) per Debenture
Minimum Application and in multiples of Debt securities thereafter	INR 1,00,00,000/- (Indian Rupees One Crore only) and in multiples of INR 10,000/- (Indian Rupees Ten Thousand only) 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. June 29, 2026 2. June 29, 2026 3. NA 4. June 30, 2026 5. June 30, 2026

Settlement mode of the Instrument	Dematerialised form
Depository	National Securities Depository Limited and Central Depository Services (India) Limited
Disclosure of Interest/ Dividend / redemption dates	30-Jul-26 30-Aug-26 30-Sep-26 30-Oct-26 30-Nov-26 30-Dec-26 30-Jan-27 28-Feb-27 30-Mar-27 30-Apr-27 30-May-27 30-Jun-27 30-Jul-27 30-Aug-27 30-Sep-27 30-Oct-27 30-Nov-27 30-Dec-27 30-Jan-28 29-Feb-28 30-Mar-28 30-Apr-28 30-May-28 30-Jun-28 30-Jul-28 30-Aug-28 30-Sep-28 30-Oct-28 30-Nov-28 30-Dec-28
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**: Please refer to '*Early Redemption/ Redemption*' as set out in this Section below. **Covenants of the Issue**: Affirmative Covenants: Please refer to Section 10 (A) (*Key Terms of the Issue- Affirmative Covenants*) of this Key Information Document; Negative Covenants: Please refer to Section 10 (B) (*Key Terms of the Issue- Negative Covenants*) of this Key Information Document; Financial Covenants: Please refer to Section 10 (C) (*Key Terms of the Issue- Financial Covenants*) of this Key Information Document; Reporting Covenants: Please refer to Section 10 (D) (*Key Terms of the Issue- Reporting Covenants*) of this Key Information Document;
Description regarding Security (where applicable) including type of security (movable	The Debentures shall be secured by way of a first ranking, exclusive and continuing charge on identified receivables ("**Hypothecated Assets**") created pursuant to the deed of hypothecation to be executed between the Company and the Debenture

/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	Trustee as described herein. The Hypothecated Securities shall at all times be equal to 1.05 times of the Outstanding Amounts of the Debentures. The issuer undertakes: • to maintain the value of security at all times equal to 1.05 (One Decimal Point Zero Five) times or 105% (One Hundred and Five Percent) the Outstanding Amounts of the NCDs where at least 1.05 (One Decimal Point Zero Five) times or 105% (One Hundred and Five Percent) of the security cover is from principal receivables ("**Security Cover**"); • To create and register the security over the Hypothecated Assets as contemplated above no later than the Deemed Date of Allotment by executing a duly stamped deed of hypothecation ("**Hypothecation Agreement**") and perfect the security over the Hypothecated Assets no later than 30 (Thirty) calendar days after the Deemed Date of Allotment by filing CHG-9 within the time period applicable; The Company shall also provide such information sought by the Debenture Trustee for the purpose of filing the prescribed forms and particulars with the Central Registry and Information Utility in connection with the Debentures and the Security Interest over the Hypothecated Assets. • to pay a penal interest of 2.0% (Two Percent) p.a. over the Coupon rate in case there is any delay in the registration and perfection of the security over the Hypothecated Assets; • The Issuer shall authorize the Debenture Trustee (by itself or through its nominee) at the cost of Debenture Trustee to conduct credit bureau scrub on the Hypothecated Assets from time to time. • to provide a list on a quarterly basis, of specific loan receivables/identified book debts to the Debenture Trustee over which the charge is created and subsisting byway of hypothecation in favour of the Debenture Trustee (for the benefit of the Debenture Holders) ("**Quarterly Hypothecated Asset Report**"); • The security cover monitoring to be done on a quarterly basis; Company to provide signed certificate from Management certifying security cover maintenance • The charge for the security with ROC shall be modified within 15 (Fifteen) days from end of calendar quarter wherein charge over the replaced security shall be created and security which does not meet the eligibility criteria shall be removed. • to add fresh loan assets to the Security Cover to ensure that the value of the Hypothecated Assets is equal to 1.05 (One Decimal Point Zero Five) times or 105% (One Hundred and Five Percent) of the Outstanding Amounts of the NCDs where at least 1.05 (One Decimal Point Zero Five) times or 105% (One Hundred and Five Percent) of the security cover is from principal receivables; • to replace/top up any Hypothecated Assets that become overdue more than 0 days with current receivables in terms of the hypothecation agreement within 15 business days of the receivables becoming due. • Debenture Holders/ Debenture Trustee shall have the right to verify the book debts hypothecated to Debenture Holders in the MIS of Issuer as and when required.

	• Security Cover shall be met only with assets that does not have any principal, interest, additional interest, fee or any other expected payments overdue of more than 0 days ("**Performing Loans**").
Transaction Documents	Including but not limited to the following documents: (i) Debenture Trust Deed, (ii) Debenture Trustee Appointment Agreement (iii) General Information Document/Key Information Document, (iv) Hypothecation Agreement, (v) Hypothecation Confirmation Letter, (vi) Special Power of Attorney; and All other documents in relation to the issuance of the Debentures
Conditions Precedent to Disbursement	(i) 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. (ii) 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, 2013, the Companies (Prospectus and Allotment of Securities) Rules, 2014, the Companies (Share Capital and Debentures) Rules, 2014 and other rules prescribed. (iii) Execution of Transaction Documents shall have taken place; (iv) Rating of the Debentures being completed and the rating agency having provided a rating of 'AA' for the Debentures and the rating letter issued by the Rating Agency being in a form and manner satisfactory to the Debenture Trustee; (v) Due execution of the Depository Agreements by, inter-alia, the Depository and the Company; (vi) Due execution of the Tripartite Agreement by, inter-alia, the Registrar and Transfer Agent, Depository and the Company; (vii) The Company shall have received consent from the Debenture Trustee to act as the debenture trustee for the issue of Debentures; (viii) The Company shall have submitted to the Debenture Trustee, all required documents for the purpose of satisfying its respective KYC requirements; (ix) Submit to the Debenture Trustee, the audited financial statements along with independent auditor's report of the Company for the Financial Year end; (x) such other information, documents, certificates, opinions and instruments as the Debenture Holders may reasonably request; (xi) Issuer shall have obtained due-diligence certificate from the Debenture Trustee; (xii) The Company shall have obtained due diligence certificate from the Merchant Banker;

	(xiii) The Company shall ensure receipt of ISIN from the Depository in respect of the Debentures prior to the Deemed Date of Allotment.
Conditions Subsequent to Disbursement	Company shall fulfil each of the following conditions within the stipulated timelines: i. the Company shall ensure that the Debentures are allotted to the respective Debenture Holders and are credited into the demat accounts of the relevant Debenture Holders within the timelines prescribed under the SEBI Listing Timelines Requirements; ii. the 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 Company shall file a return of allotment of securities under Form PAS-3 of the Companies (Prospectus and Allotment of Securities) Rules, 2014 with the ROC within 15 (fifteen) calendar days of the allotment of the Debentures along with a list of the Debenture Holders and with the prescribed fee; iv. if so required, the Company shall maintain and file a copy of Form PAS-5 in accordance with the Companies (Prospectus and Allotment of Securities) Rules, 2014 in respect of the issue of the Debentures; v. evidence that the Security shall have been perfected in a form and manner acceptable to the Debenture Trustee by filling Form CHG-9 in respect of creation of hypothecation over the Hypothecated Assets has been filed with the relevant Registrar of Companies within 30 (thirty) days of execution of Hypothecation Agreement; vi. a certificate issued by a chartered accountant auditor certifying the end use of the proceeds of the Debentures within 60 (sixty) days from the end of Deemed Date of Allotment; vii. Ensure that Debenture Trustee files Form I with CERSAI in respect thereof within 30 (thirty) calendar days from date of execution of the Hypothecation Agreement or within such other extended time as permissible under the applicable Law;
Events of Default (including manner of voting /conditions of joining Inter Creditor Agreement)	Please refer to Section 10 (F) (*Key Terms of the Issue- Events of Default*) of this Key Information Document.
Creation of recovery expense fund	Details and purpose of the recovery expense fund The Issuer shall create and maintain the Recovery Expense Fund up to the amounts prescribed under the Master Circular for Debenture Trustees, in accordance with and within the timelines prescribed in the Master Circular for Debenture Trustees. The Company shall create a Recovery Expense Fund which shall be equal to 0.01% (Zero decimal point Zero One percent) of the Issue Size subject to maximum of Rs.

	25 lakhs (Indian Rupees Twenty-Five lakhs) per issuer in the form of cash or cash equivalent(s) (including bank guarantees) maintained with the designated stock exchange. The Recovery Expense Fund shall be created to enable the Debenture Trustee to take prompt action in relation to the enforcement of the security in accordance with the Transaction Documents. The amounts in the Recovery Expense Fund shall be utilised in the manner as may be prescribed by the Debenture Holders by a Special Resolution duly passed at the meeting of the Debenture Holders held in accordance with the provisions set out in the Transaction Documents. On the occurrence of an Event of Default, if the security is proposed to be enforced, the Debenture Trustee shall follow the procedure set out in the Master Circular for Debenture Trustees for utilization of the Recovery Expense Fund.
Conditions for breach of covenants (as specified in Debenture Trust Deed)	Please 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 (F) (*Key Terms of the Issue- Events of Default*) of this Key Information Document.
Role and Responsibilities of Debenture Trustee	Please refer to Section 10 (E) (*Key Terms of the Issue- Role and Responsibilities of Debenture Trustee*) of this Key Information Document.
Risk factors pertaining to the issue	Refer to Section 4 (*Risk Factors)* of the Key Information Document
Governing Law and Jurisdiction	Indian Law with jurisdiction of the courts and tribunals of Bengaluru, Karnataka.
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).
Early Redemption Premium	0.50 % (Zero point five zero percent) on the principal amount prepaid.
Early Redemption	Early redemption at the instance of Issuer shall not be allowed within 12 (twelve) months from Deemed Date of Allotment ("**Lock-in Period**"). In case of early redemption of the Debentures at the instance of the Issuer after the Lock-in Period, on any date other than the Final Redemption Date and not arising due to an Event of Default, the Issuer shall pay an Early Redemption Premium. Early Redemption Premium will have to be paid over and above the Coupon Rate. Early Redemption shall be subject to the consent of the Debenture trustee (acting on behalf of the Majority Debenture Holders). The Issuer shall give the Debenture Trustee and the Debenture Holders a written notice at least 45 (forty five) days prior to the date of early redemption where consent of Debenture trustee (acting on behalf of the Majority Debenture Holders) shall be sought.
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 hypothecated Loans must be current/existing and not overdue at the time of selection in the Hypothecated Assets and should not have been terminated or prepaid; iii. 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 not sold or assigned by the Issuer;

	iv. The hypothecated Loans must not have been restructured or rescheduled and are not overdue; v. The Loans constituting the Hypothecated Assets must only be originated at the branches owned, controlled and operated by the Issuer directly and not through branches operated by its origination partners; vi. The Loans constituting the Hypothecated Assets shall not be provided to individuals who have had a history of late payments or over dues; vii. The Loans constituting the Hypothecated Assets should not be originated in any branch which has Portfolio at Risk > 90 days exceeding the maximum permissible ratio of Portfolio at Risk > 90 days to Gross loan Portfolio of 6.5%; viii. Loans originated from Maharashtra should not be included in the Hypothecated Assets; ix. The Loans constituting the Hypothecated Assets should not include co-lent loans; x. Hypothecated Assets should be formed only by allocating 100% of the Loans. No Loan hypothecated to the Debenture Holder shall be hypothecated to any other lender; xi. The Loans constituting the Hypothecated Assets must be joint-liability group loans, as per the definition of the Debenture Holder; xii. The Loans constituting the Hypothecated Assets shall not be given directly to a single individual; xiii. Each loan under the Hypothecated Assets should comply with the recent MFI guidelines issued by the RBI and SRO. BUT EXCLUDING: Any Loan comprising Portfolio At Risk of the Company.
Buyback	Issuer can buy back Debentures with consent of Majority Debenture Holders subject to applicable Law.
Cure Period for Affirmative Covenants	A cure period of 30 (sixty) calendar days from the date of such breach shall be provided for following negative covenants as set out under **Section 10(A)** (*Affirmative Covenants*): Clause (e)- Preserve corporate status; authorisations, Clause (f) Pay stamp duty, Clause (j) Comply with Investor Education and Protection Fund requirements, Clause (m) Filings Clause (p) Books of Account; and Clause (r) Corporate Governance.
Cure Period for Financial Covenants	30 (thirty) calendar days from the date of commencement of breach.
Sale of Hypothecated Assets	The Debenture Holder shall have the option to buy the Hypothecated Assets or cause the Hypothecated Assets to be securitized (in whole or in part) and sold to a Special Purpose Vehicle ("**SPV**") at a future date at a purchase price mutually agreed upon by the Issuer and Debenture Trustee (acting on behalf of the Majority Debenture Holders) based on prevailing market rates ("**Purchase Price**"). Any difference between the amounts due under the Debentures and the Purchase Price shall be repaid forthwith by the Issuer to the Debenture Trustee (acting on behalf

	of the Majority Debenture Holders), at the option of the Debenture Holder. The portion of the Hypothecated Assets that is securitised shall be selected by the Debenture Holder based on the Debenture Holder's due diligence and agreed eligibility criteria. The Issuer shall not, under any circumstance, transfer, sell, assign or create any encumbrances over or assign the Hypothecated Assets in favour of any third party without the prior written consent of the Debenture Trustee (acting on behalf of the Majority Debenture Holders). Without prejudice to the foregoing, any sale, transfer or assignment of the Hypothecated Assets by the Issuer by way of an assignment or securitisation transaction or otherwise shall be subject to the right of first refusal of the Debenture Holder.

Note:

a) If there is any change in coupon rate pursuant to any event including lapse of certain time period or downgrade in rating, then such new coupon rate and 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 to originate joint liability group loans for women borrowers.

d) While the debt securities are secured to the tune of 105% of the principal and interest amount or as per the terms of offer document/ General Information Document/ key Information Document, in favour of Debenture Trustee, it is the duty of the Debenture Trustee to monitor that the security is maintained, however, the recovery of 105% of the amount shall depend on the market scenario prevalent at the time of enforcement of the security.

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

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 – Not Applicable

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:
NA

b) The year in which the entity is declared as a willful defaulter:
NA

c) Outstanding amount when the entity is declared as a willful defaulter:
NA

d) Name of the entity declared as a willful defaulter:
NA

e) Steps taken, if any, for the removal from the list of willful defaulters:
NA

f) Other disclosures, as deemed fit by the issuer to enable Investors to take informed decisions:
NA

g) Any other disclosure as specified by the Board:
NA

SECTION 10 KEY TERMS OF THE ISSUE

A. Affirmative Covenants:

The Company shall comply with the following covenants until the Final Redemption Date.

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

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

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

Issuer has 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 Regulation 15 (1)(e) of the Debenture Trustees Regulations and Rule 18(3) (e) of Companies (Share Capital and Debentures) Rules, 2014 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 intended to be filed or initiated against the Company;

(d) ***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;

(e) ***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; and

(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;

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

(f) ***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 state laws and in the event of the Company failing to pay such stamp duty, other duties, taxes and penalties as aforesaid, the Debenture Trustee will be at liberty (but shall not be bound) to pay the same and the Company shall reimburse the same to the Debenture Trustee on demand;

(g) ***Furnish information to Debenture 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;

(h) ***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;

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

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

(i) notice of any Event of Default or potential Event of Default, each as listed in **Section 10(F)** (*Events of Default*) of this Key Information Document;

(ii) periodic review of the ratings obtained by the Company by the credit rating agencies and any revision in the rating as per the listing agreement entered into with the Stock Exchange;

(iii) details of any material litigation, arbitration or administrative proceedings, etc. including those that are required to be disclosed to the Stock Exchange under the listing agreement entered into with the stock;

(iv) any and all information required to be provided to the Debenture Holders under the listing agreement that may be entered into between the Company and the NSE; and

(v) the declaration or distribution of dividend in case there is any default in payment of interest and/or principal on these NCDs.

(j) ***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;

(k) ***Further assurances***

Company shall

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

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

(iii) obtain, comply with the terms of and do all that is necessary to maintain in full force and effect all authorisations necessary to enable it to lawfully enter into and perform its obligations under this Key Information Document/ Debenture Trust Deed or to ensure the legality, validity, enforceability or admissibility in evidence in India of this Key Information Document/ 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, in relation to the following the provisions, the SEBI LODR Regulations, SEBI NCS Listing Regulations and the provisions of the listing agreement to be entered into by the Company with the NSE in relation to the Debentures;

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

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

(F) The Issuer hereby undertakes that the Hypothecated Assets are free from all encumbrances and are not subject to any lien or charge.

(G) Permit visits and inspection of books of records, documents and accounts to Debenture Trustee as and when required by them.

(H) Comply with any monitoring and/or servicing requests from Debenture Trustee.

(I) ***Security***

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

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

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

(iii) shall, on the First Security Cover Determination Date and at all times thereafter, ensure that the Security Cover Ratio is maintained and towards this end, it shall on or before each 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.

(iv) The Issuer shall within 30 (Thirty) days from the date of execution of the Hypothecation Agreement perfect the charge on Hypothecated Assets by way of filing of form CHG-9 (or such other eforms as may be applicable under the Act and Rules thereunder) with the jurisdictional registrar of companies and 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 relation to the security interest over the Hypothecated Assets.

(v) from the Deemed Date of Allotment until the redemption of the Debentures the Issuer shall ensure first ranking and exclusive charge of the Debenture Trustee. In the event of any modification of security as a result of providing additional security the Issuer shall apply for modification of charge/Debenture Holders or Debenture Trustee shall instruct the Company to apply for modification 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;

(vi) shall, on the First Security Cover Determination Date and every Quarterly 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;

(vii) the security interest created on the Hypothecated Assets shall be a continuing security as described in the Hypothecation Agreement;

(viii) the Hypothecated Assets shall satisfy the eligibility criteria set out in **Section 10(F)** (*Eligibility Criteria*);

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

(x) the Debenture Holders shall have a beneficial interest in the moveable Assets of the Company which have been charged to the Debenture Trustee to the extent of the Outstanding Principal Amounts of the Debentures under this Key Information Document;

(xi) The company undertakes that the assets on which the charge or security has been created to meet the hundred percent security cover or higher security cover is free from any encumbrances and in case the assets are encumbered, the permissions or consent to create any further charge on the assets has been obtained from the existing creditors to whom the assets are charged, prior to creation of the charge in compliance with the Regulation 48 (2) of the SEBI ILNCS Regulations.

(m) ***Filings***

The Company shall file with the NSE such information as required under SEBI Listed Debentures Circulars and Regulations.

(n) ***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;

(o) ***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.

(p) ***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 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 the Hypothecated Assets and to 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.

(q) ***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;

(r) ***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 2 (two) independent director; and

(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.

(s) ***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 obtain, comply with and maintain all necessary licenses / authorisations; and

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

(t) ***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. data / information / meetings with the management team for periodical portfolio monitoring;

iv. visit and inspect the premises of the Company; and

v. meet and discuss matters with senior management employees of the Company.

Provided that the Company is served with a prior notice of 15 days before any such access to the Debenture Trustee (and the Debenture holders) or its representatives.

(u) ***Conditions Subsequent***

Company shall comply with the conditions stipulated in **Section 6** (*Conditions Subsequent*).

(v) ***Financial Covenants***

Company shall comply with the financial covenants stipulated in **Section 10(C)** (*Financial Covenants*).

(w) ***Issue Terms and Conditions***

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

(x) ***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.

(y) ***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.

B. Negative Covenants

The Issuer shall not without the prior written permission of the Majority Debenture Holders and Debenture Trustee, do or undertake to do any of the following. In the event of any breach of negative covenants, failure of the Debenture Holders to provide a response within 30 (Thirty) Business Days from the date of receipt of the request for approval shall be construed as deemed approval

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

Change the general nature of its business from that which is permitted by the RBI. The Issuer shall not undertake any new major business outside financial services or any diversification of its business outside financial services, without approval of majority Debenture Holders.

(b) ***Change in Constitutional Documents***

Change or make any alteration to its Constitutional Documents, without prior written intimation to the Debenture Trustee.

(c) ***Change in Promoter, Shareholding or Control***

i. Change in Promoter or control (excluding Employee Stock Option) in issuer due to new equity raise to, be with the prior consent of the Debenture Trustee (acting on behalf of the Debenture Holders).

ii. Each of the persons mentioned below (collectively "**Key Shareholders**") shall not transfer or encumber the shares of the Issuer held by them respectively without the prior written consent of the Debenture Trustee (acting on behalf of the Majority Debenture Holders). Any change in the stake of the Key Shareholders in the Issuer below the existing %'age stake set out in the following table shall require prior written intimation to the Debenture trustee (acting on behalf of the Majority Debenture Holders).

iii. Any change in the stake of the Key Shareholders in the Issuer below the 75% set out in the following table shall require prior written consent of the Debenture Trustee (acting on behalf of the Majority Debenture Holders).

Key Shareholders	**Investment Type**	**Existing %' age stake**
IIFL Finance Limited	Ordinary Equity	99.56

(d) ***Dividend***

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

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

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

Undertake or permit any demerger, consolidation, restructuring, re-organisation, scheme of arrangement or compromise or effect any scheme of amalgamation or reconstruction with its creditors or shareholders or other similar purposes or change its shareholding structure 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 without the prior written consent of the Majority Debenture Holders.

(g) ***Merger/ Acquisition***

Undertake any merger, acquisition, restructuring, amalgamation, or other similar purposes or change its shareholding structure without the prior written consent of the Majority Debenture.

The Issuer shall not, without the prior approval of Debenture Holders, enter into any transaction of merger, de-merger, consolidation, re-organization, scheme of arrangement or compromise with its creditors or shareholders or effect any scheme of amalgamation or reconstruction; provided however that this restriction shall not apply in the event that the compliance with this restriction would result in the Issuer defaulting in relation to any of its payment obligations in relation to the Debentures.

(h) ***Joint Venture***

Without the prior written consent of the Majority Debenture Holders:

(i) acquire (or agree to acquire) any shares, stocks, securities or other interest in any joint venture; or

(ii) transfer any assets or lend to or guarantee or indemnify or give security for the obligations of a joint venture (or agree to transfer, lend, guarantee, indemnify or give security for the obligations of a joint venture).

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

The Company shall not:

i. enter into any transaction(s) (including but not limited to loans or advances and investment by way of share capital) other than in its ordinary course of business;

ii. undertake to guarantee the liabilities of any individual or entity (unless the entity is a wholly owned subsidiary of the Company).

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

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

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

ii. enter into or establish any partnership, profit sharing, royalty agreement or other similar other arrangement whereby the Company's income or profits are, or might be, shared with any other person; or

iii. enter into any management contract or similar arrangement whereby its business or operations are managed by any other person; or

iv. enter into or perform any transaction other than in its ordinary course of business.

Ordinary course of business shall mean activities which are carried out by the Issuer in line with the objects clause of its Memorandum and Articles of Association and shall fulfil the following conditions:

a. It is normal and routine for the particular business,

b. It is as per the customs and practices in the nature of business of Issuer,

c. It involves the usual allocation of resources considering the size and volume of the transaction,

d. It is repetitive/frequent,

e. It is at arms length,

f. The income, if any, earned from such activity/transaction is treated as business income in the company's books of account, and

g. There is any historical practice to conduct such activities and there is a pattern of frequency (and not an isolated transaction);

(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 (acting on behalf of the Majority Debenture Holders), redeem, purchase, buyback, defease, retire, return or repay any of its equity share capital/securrities or resolve to do so.

(n) ***Change of control***

The Company will not purchase or redeem any of its issued shares or reduce its share capital without the Debenture Trustees' prior written consent, except for conversion of preference shares;

Without the prior written intimation to the Debenture Holders/ Debenture Trustee, the Issuer shall not make any material change in its Promoters; cause or permit change in control (as defined under the under the SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011) of the Issuer; not cause or permit acquisition of the ownership of or entitlement to more than ten percent of shares or capital or profits of the Issuer by any natural person(s), who, whether acting alone or together, or through one or more juridical person; enter into any compromise arrangement with its shareholders or creditors, pass a resolution of voluntary winding up or implement any scheme for restructuring or reconstruction, consolidation, amalgamation, merger or other similar purposes or change its shareholding structure.

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

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

Company shall not dispose of its assets or compromise with any of its creditors without the prior written consent of the Debenture Holder(s), except in the ordinary course of and pursuant to the reasonable requirements of the Company's business and upon fair and reasonable terms.

(p) ***Management Control***

Any change in management Control of the Company except as stated in this Key Information Document.

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

Enter into material compromise or arrangement or settlement with any of its creditors without the prior written consent of the Debenture Trustee.

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

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

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

Without prior written intimation to the Debenture Trustee/ Debenture Holders, the Issuer shall not enter into or perform any transaction(s) with a related party excluding the line of credit/liquidity support from IIFL Finance Limited within group companies as per board approved RPT framework. Without prejudice to the foregoing, the Issuer shall not without the prior written consent of the Debenture Trustee (acting on behalf of the Majority Debenture Holders) (i) enter into any transaction(s) whereby the overall outstanding amount owed to the Issuer under all such transactions exceeds 35% (Thirty Five percent) of its net worth at the end of each calendar quarter, (ii) whereby the overall expense incurred through such transactions during any financial year exceeds 20.00% (Twenty Point Zero Zero percent) of its net profit, or (iii) provide any guarantee for any indebtedness of a related party. The Debenture Trustee/ Debenture Holders shall be granted access to any additional information that it deems necessary to monitor and evaluate this covenant. For the purposes of this clause, the terms 'net worth' and 'related party' shall respectively have the meaning ascribed to them in sections 2 (57) and 2 (76) of the Companies Act, 2013 (and the Rules framed thereunder).

(t) ***Financial Year***

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

(u) ***Others***

Without prejudice to Clause (a) (*Change of business; Role of Promoter*) of this **Section 10(B)** (*Negative Covenants*), permit sale/ transfer/ disposal of (i) equity shares of the Company, or (ii) instruments that are compulsorily and mandatorily convertible into equity shares of the Company, by the Promoter(s) and/ or (iii) permit the Promoter(s) to exit from management activities in relation to the Company.

C. Financial Covenants:

The Issuer shall adhere to the following Financial Covenants at all times throughout the Tenor of this Issuance and until the Debentures are redeemed in full:

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 15.00% (Fifteen Point Zero Zero percent) or as per the regulatory minimum prescribed by the Reserve Bank of India under the NBFC Directions, whichever is higher.

   For the purpose of calculation of minimum capital ratio: (i) first loss credit enhancements provided by the Issuer on securitization shall be reduced from Tier I Capital and Tier II Capital without any ceiling. (ii) credit enhancements provided by the Issuer on loans originated on behalf of other institutions shall be reduced from Tier I Capital and Tier II Capital without any ceiling. The deduction shall be made at 50 per cent from Tier I Capital and 50 per cent from Tier II Capital. (iii) It is also clarified that in computing the amount of subordinated debt eligible for inclusion in Tier II Capital, the aforementioned subordinated debt shall be subject to discounting as prescribed by RBI.

b. Maximum permissible ratio of GNPA shall be 6.50% (Six Point Five Zero percent).

c. Maximum permissible ratio of NNPA shall be 2.50% (Two Point Five Zero percent)

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

Portfolio at Risk greater than 90 days or **PAR > 90** shall mean, in a district or a branch or on the Issuer's Gross Loan Portfolio at any point of time, as the case may be, the outstanding principal value of the Issuer's portfolio that has one or more instalments of principal, interest, penalty interest, fee or any other expected payments overdue for 90 days or more and includes restructured loans.

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.

Net Non-Performing Asset (NNPA) is Gross Non-Performing Asset (GNPA) net off provisioning held in case of NPA accounts

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

Loan Loss Provisions means the outstanding provision in the balance sheet of the Issuer pertaining to on book and securitised book assets to provide for potential losses.

Gross NPA means, as per RBI Guidelines applicable for NBFC- MFIs.

Total Debt shall mean the sum of Debt Securities, Borrowings, Subordinate Debt.

The Debenture Trustee shall be granted access to any additional information that it deems necessary to monitor and evaluate compliance with the aforementioned Financial Covenants.

The Covenants and Financial Covenants can be tested at any time during the Tenor of the Debentures. Without prejudice to its other rights under the Transaction Documents, Debenture Trustee 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 ("**Penalty for Breach**"). In such an event, the Issuer shall pay the Penalty for Breach to the Debenture Trustee within 30 (thirty) calendar days from the date of such breach.

D. Information 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. Issuer shall be required to pay a penalty of INR 6,000/- (Indian Rupees Six Thousand Only) for each day of delay in the event of non-adherence to the above reporting undertaking on a timely basis.

(a) Quarterly Reports

1. As soon as available and in any event within 45 (forty-five) calendar days after the end of each quarterly reporting period of the Company, the quarterly reporting required and in form and substance satisfactory to the Debenture Trustee and the Debenture Holders. Such reporting will include information detailing:

   i. Information on financials, unaudited financial statements, operations, portfolio growth & asset quality (static portfolio cuts, collection efficiency and PAR), funding in formats agreeable to the Debenture Holders and Quarterly financial statement along with schedules and notes to accounts;

   ii. Latest ALM details;

   iii. the shareholding structure and composition of the board of directors in the Company;

   iv. extract of the loan register covering details of all exposures of INR ten lakhs or more, at the end of every quarter;

   v. a compliance certificate from statutory auditor regarding the financial covenants set forth in **Section 10(C)** (*Financial Covenants*) of the Company in form and substance reasonably satisfactory to the Debenture Trustee and the Debenture Holders;

   vi. The Company shall furnish quarterly report to the Debenture Trustee containing the following particulars:

      (a) Updated list of the names and addresses of the Debenture Holders.

      (b) Details of the Interest due, but unpaid and reasons thereof.

      (c) The number and nature of grievances received from the Debenture Holders and (A) resolved by the Company (B) unresolved by the Company and the reasons for the same.

      (d) Any other financial / operational data as may be required by the Debenture Holders.

      (e) Information on:

         a) New products introduced, or change in existing product features;

         b) New business correspondent relationships or discontinuance of existing relationships;

         c) Geographical expansion to any new state;

         d) Material changes to the IT / MIS systems;

         e) Change in credit bureaus used;

f) Revision in the Business Plan;

g) Changes in the Accounting Policy;

h) Any fraud amounting to more than 2% of GLP;

i) Related party Transaction Information at the end of every quarter;

j) List of lenders and Loan / NCD profile.

2. Provide a list of Hypothecated Assets on Quarterly Reporting Date.

(b) Annual Reports

As soon as available, and in any event within 90 (ninety) calendar days after the end of each Financial Year of the Company, the annual reporting required and in form and substance satisfactory to the Debenture Trustee and the Debenture Holders. Such reporting will include information detailing:

i. certified copies of its audited consolidated and non-consolidated (if any) financial statements for its most recently completed fiscal year, prepared in accordance with Indian Accounting Standards including its balance sheet, income statement and statement of cash flow. All such information shall be complete and correct in all material respects and fairly represents the financial condition, results of operation and changes in cash flow of the Company as of the date thereof;

ii. a certificate of the Chief Financial Officer or a Director of the Company confirming that his or her review has not disclosed the existence of any Event of Default;

iii. all annual information submitted to the RBI; and

iv. the corporate social responsibility report confirming adherence by the Company to its corporate social responsibility policy.

(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 10 (ten) Business Days from the occurrence of such event:

a. the details of any change in the shareholding structure of the Company pursuant to fresh equity infusion, issuance of securities convertible into equity, except change of promoter and promoter group which is less than 5% and the inter-se transfer between the promoters, in form and substance satisfactory to the Debenture Trustee and the Debenture Holders.

b. the details of any change in board of directors and other senior management officials like Chief Executive Officer, Chief Financial Officer, Chief Operating Officer or Chief Risk Officer;

c. any change in the statutory auditors/ change in credit bureau used/ change in accounting policy;

d. after receiving approval by the board of the Company, the annual business plan of the Company;

e. the Company obtains or reasonably should have obtained actual knowledge thereof, notice of the occurrence of any event or circumstance that could reasonably be expected to result in a Material Adverse Effect;

f. the Company obtains or reasonably should have obtained actual knowledge thereof, notice of any dispute, litigation, investigation or other proceeding affecting the Company or its property or operations, which, if adversely determined, could result in a Material Adverse Effect;

g. the Company obtains actual knowledge thereof, notice of the occurrence of any Event of Default or potential Event of Default, specifying the nature of such event and any steps the Company is taking and proposes to take to remedy the same;

h. Any fraud amounting to more than 2% of GLP;

i. the Company alters its Constitutional Documents; and

j. 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.

(d) Disclosures under listing regulations

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

(e) Other Covenants:

(i) Issuer shall furnish a certificate issued by a chartered accountant auditor certifying the end use of the proceeds of the Debentures within 60 (sixty) days from the end of Deemed Date Of Allotment.

(ii) Issuer shall share information about facilities sanctioned to it by other lenders as and when required.

(iii) Any prepayment or notice of any prepayment of any Indebtedness of the Issuer.

E. Responsibilities of the Trustee:

In addition to the other powers conferred on the Debenture Trustee and provisions for their protection and not by way of limitation or derogation of anything contained in this Key Information Document/ 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 Special Resolution;

(d) subject to the approval of the Debenture Holders by way of Special Resolution passed at a meeting of Debenture Holders held for determining the liability of the Debenture Trustee, the Debenture Trustee shall, as regards all trusts, powers, authorities and discretions, have absolute and uncontrolled discretion as to the exercise thereof and to the mode and time of exercise thereof and in the absence of any fraud, gross negligence, willful misconduct or breach of trust shall not be responsible for any loss, costs, charges, expenses or inconvenience that may result from the exercise or non-exercise thereof and in particular they shall not be bound to act at the request or direction of the Debenture Holders under any provisions of these presents unless sufficient monies shall have been provided or provision to the satisfaction of the Debenture Trustee made for providing the same and the Debenture Trustee are indemnified to their satisfaction against all further costs, charges, expenses and liability which may be incurred in complying with such request or direction;

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

(f) the Debenture Trustee shall not be responsible for the monies paid by Applicants/ Initial Debenture Holders for the Debentures;

(g) without prejudice to the rights to indemnity by Law given to the Debenture Trustee, the Debenture Trustee and every receiver, attorney, manager, agent or other person appointed by them shall, subject to the provisions of the Act, be entitled to be indemnified by the Company in respect of all liabilities and expenses incurred by them or him in the execution or purported execution of the powers and trusts thereof and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted and the Debenture Trustee may retain and pay out of any monies in their hands the amount of any liabilities and expenses necessary to effect such indemnity and also remuneration of the Debenture Trustee as herein provided or otherwise howsoever arising out of or in connection with these presents or the issue of the Debentures;

(h) the Debenture Trustee shall have full power to determine all questions and doubts arising in relation to any of the provisions hereof and every such determination bonafide made (whether or not the same shall relate wholly or partially to the acts or proceedings of the Debenture Trustee) in the absence of any fraud, gross

negligence, willful misconduct or breach of trust, shall be conclusive and binding upon all persons interested hereunder;

(i) subject to the approval of the Debenture Holders by way of Special Resolution passed at a meeting of Debenture Holders held for determining the liability of the Debenture Trustee, the Debenture Trustee shall not be liable for anything whatsoever except any fraud, gross negligence, willful misconduct or breach of trust by the Debenture Trustee;

(j) subject to the approval of the Debenture Holders by way of Special Resolution passed at a meeting of Debenture Holders held for determining the liability of the Debenture Trustee, the Debenture Trustee, except for any fraud, gross negligence, willful misconduct or breach of trust, shall not be liable for any default, omission or delay in performing or exercising any of the powers or trusts herein expressed or contained or any of them or in enforcing the covenants herein contained or any of them or in giving notice to any person or persons of the execution hereof or in taking any other steps which may be necessary, expedient or desirable or for any loss or injury which may be occasioned by reason thereof unless the Debenture Trustee shall have been previously requested by notice in writing to perform, exercise or do any of such steps as aforesaid given in writing by the Special Majority Debenture Holder(s) or by a Special Resolution duly passed at a meeting of the Debenture Holders and the Debenture Trustee shall not be bound to perform, exercise or do any such acts, powers or things or to take any such steps unless and until sufficient moneys shall have been provided or provision to the satisfaction of the Debenture Trustee made for providing the same by or on behalf of the Debenture Holders or some of them in order to provide for any costs, charges and expenses which the Debenture Trustee may incur or may have to pay in connection with the same and the Debenture Trustee are indemnified to their satisfaction against all further costs, charges, expenses and liabilities which may be incurred in complying with such request;

(k) 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;

(l) 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; and

(m) The Debenture Trustee shall take all reasonable steps to realise the monies due to the Trust.

(n) 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 Section 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.

F. Events of Default:

(a) ***Payment Defaults***

The Company does not pay on the Due Date any amount payable pursuant to this Key Information Document/ Debenture Trust Deed 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.

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

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

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

(iii) Any distress, attachment, execution or other legal process is levied, enforced or sued out on or against any material part of the property, assets, or revenues of the Company and is not discharged or quashed or stayed within 15 (fifteen) days.

(a) ***Charge over Hypothecated Assets***

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

(c) ***Business***

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

(b) ***Security in Jeopardy***

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

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

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

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

(d) ***Fraud and Embezzlement***

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

(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 change in the business, operations, property, Assets, liabilities, condition (financial or otherwise) or prospects of the Company since the date hereof that has resulted in a Material Adverse Effect.

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

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

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

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

(C) the appointment of a liquidator, provisional liquidator, supervisor, receiver, administrative receiver, administrator, compulsory manager, trustee or other similar officer in respect of all or any part of the undertaking of the Company or its Affiliate; or

(D) the Company or its Affiliate, in respect of any reference or enquiry or proceedings commenced, before the National Companies Law Tribunal or under any mechanism or prescription of the RBI in respect of resolution/restructuring of stressed assets (including without limitation, under the RBI's circular no. 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) A petition for the reorganization, arrangement, adjustment, winding up or composition of debts of the Company is filed on the Company (voluntary or otherwise) or have been admitted or makes an assignment for the benefit of its creditors generally and such proceeding is not contested by the company for staying, quashing or dismissed within 15 (Fifteen) days;

(F) the commencement of an insolvency resolution process under the (Indian) Insolvency and Bankruptcy Code, 2016 (to the extent applicable) or under any other applicable Law, in respect of the Company or its Affiliate; or

(G) enforcement of any security over any Assets of the Company or its Affiliate.

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

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

(h) ***Cross Default***

The Company (i) defaults in any payment of any Financial Indebtedness beyond the period of grace (not to exceed 30 days), if any, provided in the instrument or agreement under which such Financial Indebtedness was created; (ii) defaults in the observance or performance of any agreement or condition relating to any Financial Indebtedness or contained in any instrument or agreement evidencing, securing or relating thereto or any other event shall occur or condition exist, the effect of which default or other event or condition is to cause or to permit the holder or holders of such Financial Indebtedness to cause (determined without regard to whether any notice is required) any such Financial Indebtedness to become due prior to its stated maturity; or (iii) any Financial Indebtedness of the Company shall be declared to be due and payable, or required to be prepaid other than by a regularly scheduled required prepayment, prior to the stated maturity thereof.

(i) ***Creditors' Process***

i. All or a material part of the undertaking, Assets, rights or revenues of the Company are condemned, seized, nationalised, expropriated or compulsorily acquired, or shall have assumed custody or control of the business or operations of the Company, or shall have taken any action for the dissolution of the Company, or any action that would prevent the Company, their member, or their officers from carrying on their business or operations or a substantial part thereof, by or under the authority of any Government or any Government Authority.

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

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

iv. The Company is adjudged insolvent or takes advantage of any law for the relief of insolvent debtors.

v. Any expropriation, attachment, garnishee, sequestration, distress or execution affects any Receivables constituting Hypothecated Assets or part thereof.

(j) ***Transaction Documents***

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.

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) ***Unlawfulness***

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

(l) ***Repudiation***

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

(m) ***Government Intervention***

(i) Any step is taken by Governmental Authority or agency or any other competent authority, with a view to the seizure, compulsory acquisition, expropriation or nationalisation of all or (in the opinion of the Debenture Trustee) a material part of the assets of the Company which is material to the Company;

(ii) Any Governmental Authority having assumed custody or control of the business or operations of the Company or having taken any action for the dissolution of the Company or any action that would prevent the Company or its officers from carrying on its business or operations thereof; or

(iii) The Company's organizational or legal status, or any license or franchise is revoked or suspended by any Governmental Authority or authority after the Company has exhausted all remedies and appeals relating thereto.

(n) ***Delisting***

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

(o) ***Cessation***

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

(p) ***Alteration in Constitutional Documents***

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

(q) ***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.

(r) ***Merger***

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.

(s) ***Erosion of Net Worth***

The Debenture Holders' assessment from quarterly or annual financial reporting from the company, or at any time certified by an accountant of a firm or chartered accountant appointed by the Debenture Trustee (which the Debenture Trustee is entitled and hereby authorized to do so at any time), that the net worth (as defined in the Act) of the Company has eroded by 50% or more.

(t) ***Sale, disposal***

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

(u) ***Management Control and change in Control***

Change in management Control or change in shareholding resulting in change in Control of the Issuer without prior written consent from the Debenture Trustee/Debenture Holders. Any new equity raising which results in change in the existing shareholding pattern and related change in board composition would be communicated to Debenture Holders and consent would be sought.

(v) ***Willful default***

Any Promoters or directors or key management personnel of the Company is/are declared as willful defaulter by any competent authority or accused of, charged with, arrested or convicted a criminal offence involving moral turpitude, any material act of fraud, embezzlement, misstatement, misappropriation or siphoning off of the Company funds or revenues, dishonesty or which otherwise impinges on the integrity of the promoter/s and/or director, including any accusations, charges and/or convictions of any offence relating to bribery or any other act having a similar effect being committed by the management or an officer of the Company.

(w) ***Rating downgrade***

If any time during the Tenor of the Debentures, the rating of the Debentures is downgraded to a rating level BBB+ or below.

(x) ***Breach of Covenants***

i. Any breach of negative covenants mentioned in **Section 10(B)** (*Negative Covenants*).

ii. Any breach of reporting covenants mentioned in **Section 10(D)** (*Reporting Covenants*).

iii. Any breach of the following clauses: *Clause (e)- Preserve corporate status; authorisations, Clause (f) Pay stamp duty, Clause (j) Comply with Investor Education and Protection Fund requirements, Clause (m) Filings*, *Clause (p) Books of Account, Clause (r) Corporate Governance,* as set out in **Section 10(A)** (*Affirmative Covenants*); and such breach is not remedied (if capable of remedy) within the expiry of Cure Period for Affirmative Covenants from the date of such breach, and such breach is not remedied (if capable of remedy) within the expiry of Cure Period for Affirmative Covenants from the date of such breach.

iv. Any breach of financial covenants stipulated in **Section 10(C)** (*Financial Covenants*) and such breach is not remedied (if capable of remedy) within the expiry of Cure Period for Financial Covenants from the date of such breach.

(y) ***Breach of other terms of this Key Information Document***

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 (a) to (x) above).

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

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 authorized by the Company, confirms and attests that:

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

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

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

d. 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;

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

> 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, Anantha Kumar T, Chief Financial Officer and V. Abhinaya, Company Secretary & Compliance Officer, of the Company is authorized by the Issuance and Allotment Committee of the Company vide Resolution dated 23rd June 2026, attached below in Annexure IV, 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.

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

For IIFL Samasta Finance Limited

ANANTHA KUMAR THANGAVEL

Digitally signed by ANANTHA KUMAR THANGAVEL
Date: 2026.07.01 18:14:07 +05'30'

Anantha Kumar T
Chief Financial Officer

For IIFL Samasta Finance Limited

NARAYANASWAMY VENKATESH

Digitally signed by NARAYANASWAMY VENKATESH
Date: 2026.07.01 18:13:19 +05'30'

Venkatesh N
Managing Director
DIN: 01018821

Date: 23rd June, 2026
Place: Bengaluru

ANNEXURE I - LAST AUDITED FINANCIAL STATEMENTS

Please find the weblink for the Last Audited Financial Statements –

The link for financials of the Company for the financial year 2022-23 and 2023-24: https://iiflsamasta.com/investor-relations/

The link for financials of the Company for the financial year 2024-25: Investors - IIFL Samasta

The link for financials of the Company for the financial year 2025-26: Investors - IIFL Samasta

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

India Ratings & Research
A Fitch Group Company

FitchGroup

Mr. Venkatesh N
Managing Director,
IIFL Samasta Finance Limited,
110/3, Lal Bagh Road, Krishnappa Layout, Bengaluru,
Karnataka -560027

June 10, 2026

Dear Sir/Madam,

Re: Rating Letter for non-convertible debenture (NCD) programme of IIFL Samasta Finance Limited

India Ratings and Research (Ind-Ra) is pleased to communicate the rating of:

- INR 15,000mn Non-convertible debentures: IND AA/Stable

In issuing and maintaining its ratings, India Ratings relies on factual information it receives from issuers and underwriters and from other sources India Ratings believes to be credible. India Ratings conducts a reasonable investigation of the factual information relied upon by it in accordance with its ratings methodology, and obtains reasonable verification of that information from independent sources, to the extent such sources are available for a given security.

The manner of India Ratings' factual investigation and the scope of the third-party verification it obtains will vary depending on the nature of the rated security and its issuer, the requirements and practices in India where the rated security is offered and sold, the availability and nature of relevant public information, access to the management of the issuer and its advisers, the availability of pre-existing third-party verifications such as audit reports, agreed-upon procedures letters, appraisals, actuarial reports, engineering reports, legal opinions and other reports provided by third parties, the availability of independent and competent third-party verification sources with respect to the particular security or in the particular jurisdiction of the issuer, and a variety of other factors

Users of India Ratings' ratings should understand that neither an enhanced factual investigation nor any third-party verification can ensure that all of the information India Ratings relies on in connection with a rating will be accurate and complete. Ultimately, the issuer and its advisers are responsible for the accuracy of the information they provide to India Ratings and to the market in offering documents and other reports. In issuing its ratings India Ratings must rely on the work of experts, including independent auditors with respect to financial statements and attorneys with respect to legal and tax matters. Further, ratings are inherently forward-looking and embody assumptions and predictions about future events that by their nature cannot be verified as facts. As a result, despite any verification of current facts, ratings can be affected by future events or conditions that were not anticipated at the time a rating was issued or affirmed.

India Ratings seeks to continuously improve its ratings criteria and methodologies, and periodically updates the descriptions on its website of its criteria and methodologies for securities of a given type. The criteria and methodology used to determine a rating action are those in effect at the time the rating action is taken, which for public ratings is the date of the related rating action commentary. Each rating action commentary provides information about the criteria and methodology used to arrive at the stated rating, which may differ from the general criteria and methodology for the applicable security type posted on the website at a given time. For this reason, you should always consult the applicable rating action commentary for the most accurate information on the basis of any given public rating.

Ratings are based on established criteria and methodologies that India Ratings is continuously evaluating and updating. Therefore, ratings are the collective work product of India Ratings and no individual, or group of individuals, is solely responsible for a rating. All India Ratings reports have shared authorship. Individuals identified in an India Ratings report were involved in, but are not solely responsible for, the opinions stated therein. The individuals are named for contact purposes only.

Ratings are not a recommendation or suggestion, directly or indirectly, to you or any other person, to buy, sell, make or hold any investment, loan or security or to undertake any investment strategy with respect to any investment, loan or security or any issuer. Ratings do not comment on the adequacy of market price, the suitability of any investment, loan or security for a particular investor (including without limitation, any accounting and/or regulatory treatment), or the tax-exempt nature or taxability of payments made in respect of any investment, loan or security. India Ratings is not your advisor, nor is India Ratings providing to you or any other party any financial advice, or any legal, auditing, accounting, appraisal, valuation or actuarial services. A rating should not be viewed as a replacement for such advice or services. Investors may find India Ratings ratings to be important information, and India Ratings notes that you are responsible for communicating the contents of this letter, and any changes with respect to the rating, to investors.

It will be important that you promptly provide us with all information that may be material to the ratings so that our ratings continue to be

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FitchGroup

appropriate. Ratings may be raised, lowered, withdrawn, or placed on Rating Watch due to changes in, additions to, accuracy of or the inadequacy of information or for any other reason India Ratings deems sufficient.

Nothing in this letter is intended to or should be construed as creating a fiduciary relationship between India Ratings and you or between India Ratings and any user of the ratings.

In this letter, "India Ratings" means India Ratings & Research Pvt. Ltd. and any successor in interest.

We are pleased to have had the opportunity to be of service to you. If we can be of further assistance, please email us at infogrp@indiaratings.co.in

Sincerely,
India Ratings

K Gupta

Karan Gupta
Director

ANNEXURE III – CONSENT AND ENGAGEMENT LETTER OF THE DEBENTURE TRUSTEE

CIN: U65993MH2010PTC464237

VARDHMAN TRUSTEESHIP PVT LTD
Nurturing & Protecting Your Trust
(Formerly known as Bajaj Stock Broking Pvt. Ltd.)

CL/MUM/R/26-27/DEB/17
Date: June 23, 2026

To,
IIFL Samasta Finance Limited
110/3, Lalbagh Main Road,
Krishnappa Layout, Bangalore- 560027,
Karnataka, India.

Kind Attn: Ms. Abhinaya

Dear Madam,

Consent to act as Debenture Trustee for Rated, Listed, Unsubordinated, Secured, Transferable, Redeemable, Non-Convertible Debentures ("NCDs" or "Debentures") amounting to INR. 60.00 Crores (Rupees Sixty Crores) (the "Issue") to be issued by IIFL Samasta Finance Limited.

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

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

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

Yours faithfully,

For Vardhman Trusteeship Private Limited

Authorised Signatory

ANNEXURE IV - BOARD AND COMMITTEE RESOLUTION

ISSUANCE AND ALLOTMENT COMMITEE RESOLUTION

CERTIFIED TRUE COPY OF THE EXTRACT OF THE RESOLUTION PASSED AT THE MEETING OF THE ISSUANCE AND ALLOTMENT COMMITTEE ("COMMITTEE") OF THE BOARD OF DIRECTORS OF IIFL SAMASTA FINANCE LIMITED ("THE COMPANY") HELD ON TUESDAY, 23TH JUNE 2026, AT 5.30 P.M. AT THE REGISTERED OFFICE OF THE COMPANY SITUATED AT 110/3, LALBAGH MAIN ROAD, KRISHNAPPA LAYOUT, BENGALURU- 560027, KARNATAKA, INDIA

TO CONSIDER AND APPROVE THE ISSUE OF UP TO 60,000 (SIXTY THOUSAND) RATED, LISTED, UNSUBORDINATED, SECURED, TAXABLE, TRANSFERABLE, REDEEMABLE NON-CONVERTIBLE DEBENTURES ("DEBENTURES/NCDS") HAVING FACE VALUE OF INR 10,000/- (INDIAN RUPEES TEN THOUSAND) EACH AND AN AGGREGATE FACE VALUE UPTO INR 60,00,00,000/- (INDIAN RUPEES SIXTY CRORES ONLY) ON PRIVATE PLACEMENT BASIS (THE "ISSUE") AND SHALL BE READ WITH THE GENERAL INFORMATION DOCUMENT DATED MARCH 25, 2026

"**RESOLVED THAT** pursuant to the powers delegated by the Board of Directors of the Company (the "Board") to the Issuance and Allotment Committee and as per the Terms of Reference ("ToR") approved by the Board at its meeting held on April 24, 2024 and resolution passed by Board at its meeting held on March 12, 2026, and pursuant to the approval of the shareholders of the Company obtained at Extra Ordinary General Meeting held on March 20, 2026, for issue of Non- Convertible Debt securities of the Company pursuant to Section 42 of the Companies Act, 2013; Section 180(1)(c) of the Companies Act, 2013; and pursuant to Section 180(1)(a) of the Companies Act, 2013, and in accordance with the provisions of the Memorandum and Articles of Association of the Company, the Companies Act, 2013 and the Rules framed there under (including modifications, amendments thereto or enactment thereof from time to time), applicable Regulations of the Reserve Bank of India and the Securities and Exchange Board of India, the approval of the Committee be and is hereby accorded to raise funds by offer of 60,000 (Sixty Thousand) Rated, Listed, Unsubordinated, Secured, Taxable, Transferable, Redeemable Non-convertible Debentures ("NCDs" or "Debentures") of Face Value of INR 10,000/- (Indian Rupees Ten Thousand Only) each, aggregating to 60,00,00,000/- (Indian Rupees Sixty Crores Only) (The "Issue"), to be issued on a Private Placement basis (the "Issue") for a tenure of 2 Year and 6 months (30 Months) or such other tenure as may be decided by the Company and investors and having a coupon payable at the rate of 9.20 % (Nine point Two Zero per cent) per annum payable monthly or such other rate as may be decided by the Company and investors, for cash, at par, in dematerialized form and on a private placement basis (the "Issue") and such other terms and conditions to be set out in the debenture trust deed to be entered into by and between the Company and Vardhman Trusteeship Private Limited ("Debenture Trustee") (collectively "Debenture Trust Deed") and as maybe specified in the Term Sheet placed before the Committee.

RESOLVED FURTHER THAT the Company do hereby negotiate and finalize the terms and conditions for appointment of Vardhman Trusteeship Private Limited as a Debenture Trustee and SKI Capital Service Limited as a Merchant Banker in respect of the issuance, offer and allotment of the Debentures on such terms and conditions as may be agreed between the Company and the Debenture Trustee in the Debenture Trustee agreement to be executed by the Company in favour of the Debenture Trustee ("Debenture Trustee Agreement"); National Securities Depository Limited ("NSDL") and Central Depository Services (India) Limited ("CDSL") as the depositories for the issue, offer and allotment of Debentures; MUFG Intime India Private Limited (formerly known as Link Intime India Private Limited) as a registrar and transfer agent; a credit rating agency and such other intermediaries as may be required to be appointed, including their successors and their agents.

RESOLVED FURTHER THAT, Mr. Venkatesh N., Managing Director of the Company, Mr. Anantha Kumar T., Chief Financial Officer of the Company, Mrs. V Abhinaya., Company Secretary and

Compliance Officer of the Company and Mr. Mohan Kumar G., Head Treasury of the Company, ("Authorized Officers") be and are hereby severally authorized:

(i) to do all such acts, deeds and things as the Authorized Officers may deem necessary or desirable in connection with the issue, offer and allotment of the Debentures;

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

(iii) negotiate, approve of and decide the terms and conditions of the issue of Debentures;

(iv) finalize and execute the term sheet;

(v) seeking the listing of the Debentures on the Stock Exchange, submitting the listing application to the Stock Exchange and taking all actions that may be necessary in connection with obtaining such listing;

(vi) finalize terms and conditions of the appointment of a debenture trustee, a registrar and transfer agent, a credit rating agency, a depository and such other intermediaries as may be required to be appointed, including their successors and their agents;

(vii) authorize the maintenance of a register of holders of the Debentures;

(viii) finalize the date of allocation and deemed date of allotment of the Debentures;

(ix) negotiate, execute, file and deliver any documents, instruments, deeds, amendments, papers, applications, notices or letters as may be required in connection with the Issue and deal with regulatory authorities in connection with the Issue including but not limited to SEBI, Registrar of Companies, Ministry of Corporate Affairs, NSE and such other authorities as may be required;

(x) to generally do any other act or deed, to negotiate and execute any documents, applications, agreements, undertakings, deeds, affidavits, declarations and certificates and to give such directions as it deems fit or as may be necessary or desirable with regard to this Issue;

(xi) to execute all documents, file forms with, make applications with the Stock Exchange, the Registrar of Companies, or any depository or any authority as may be required from time to time;

(xii) sign and/or despatch all documents and notices to be signed and/or despatched by the Company under or in connection with the Transaction Documents;

(xiii) 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;

(xiv) including without limitation, approve, negotiate, sign, execute, amend, supplement and/or issue the following:

A. Placement memorandum / disclosure document and for the Debenture Issue (the **Placement Memorandum/Key Information Document**) and the private placement offer letter;

B. tripartite agreement between the Company, the depository and the registrar and transfer agent;

C. the memorandum of understanding between the Company and the registrar and transfer agent;

D. Debenture certificate for the Debentures, if applicable;

E. Debenture trust deed, debenture trustee agreement, and any other documents in relation thereto (collectively, the **Transaction Documents**);

F. documents for operating and managing a designated separate bank account for the Debentures, including issuing all related instructions and ensuring the debenture trustee's rights to operate such account are fully recognized;

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

H. any other document as required by the debenture trustee.

(xv) do all act necessary for the proposed listing of the Debentures in accordance with the terms set out in the Placement Memorandum/Key Information Document and the Transaction Documents; and

(xvi) do all other acts, deeds and things as may be deemed necessary to give effect to the foregoing and the other terms of this resolution.

RESOLVED FURTHER THAT the Authorized Officers be and are hereby severally authorized to take all necessary steps relating to the creation, perfections and registration of charges and also to sign and submit the necessary forms with the Registrar of Companies and other relevant governmental authorities.

RESOLVED FURTHER THAT, any one of the Directors of the Company be and are hereby severally authorized to record the name of holder of the Debentures in the register of debenture holders and to undertake such other acts, deeds and acts as may be required to give effect to the issuance, allotment and listing of the Debentures.

RESOLVED FURTHER THAT the Company be and is hereby authorized to open any bank accounts with such bank or banks in India as may be required in connection with the Issue and that any one of Authorized Officers, be and are hereby authorized to sign and execute the application form and other documents required for opening the said account/s, to operate the said account/s, and to give such instructions including closure thereof as may be required and deemed appropriate by them, and that the said bank/s be and is/are hereby authorized to honor all cheques and other negotiable instruments drawn, accepted or endorsed and instructions given by any of the Authorized Officers on behalf of the Company."

a) Declaration of Trust and appointment of Debenture Trustee and Registrar Transfer Agent to the issue (RTA):

"**RESOLVED THAT** pursuant to the Companies Act, 2013 and the rules made thereunder, the Company do and hereby constitute a trust for the purpose of issue of the Debentures.

RESOLVED FURTHER THAT the approval of the Committee be and is hereby accorded for appointing VARDHMAN TRUSTEESHIP PRIVATE LIMITED, as the debenture trustee and MUFG INTIME INDIA PRIVATE LIMITED ("FORMERLY KNOWN AS LINK INTIME INDIA PRIVATE LIMITED"), as the Registrar & Transfer Agent, in connection with the Issue and as the debenture trustee in connection with any and or undertakings issued or proposed to be issued pursuant to the debenture trust deed or any transactions contemplated therein for the benefit of holders of the Debentures.

RESOLVED FURTHER THAT the Authorised Officers be and are hereby severally authorized to execute the debenture trustee agreement, the debenture trust deed and the other Transaction Documents in relation to the Issue and such other documents, applications, undertakings, deeds, and declarations as may be required and to give such directions as may be deemed fit or as may be necessary or desirable with regard to this Issue."

b) Application for issue of Debentures in Dematerialised form:

i. Admission of Securities with NSDL and/or CDSL:

"**RESOLVED THAT** pursuant to the Debt Listing Regulations, the Company do and hereby seek admission of non-convertible debentures, to be issued by the Company, to the depository system of NSDL and/or CDSL to issue the non-convertible debentures in dematerialised form.

RESOLVED FURTHER THAT the Authorised Officers be and are hereby severally authorized to do acts and deeds as necessary to give effect to the above resolution."

c) Approval of Key Information Document and Any Other Document as required.

d) Approval of appointment of SKI Capital Service Limited as Merchant Bankers to the issue.

"**RESOLVED THAT** the Authorised Officers be and are hereby severally authorized to approve and finalize, on behalf of the Company, the terms of the Placement Memorandum/Key Information Document and the private placement offer letter to be provided to the identified investors that propose to subscribe to the Debentures on a private placement basis, and to sign and execute the aforementioned documents on behalf of the Company.

RESOLVED THAT pursuant to the applicable provisions of the Companies Act, 2013 (including any statutory modifications or re-enactments thereof for the time being in force), and subject to such other approvals, permissions, and sanctions as may be necessary, the consent of the Board of Directors of the Company be and is hereby accorded to appoint **M/s. SKI Capital Services Limited**, a SEBI registered Category-I Merchant Banker having registration number INM000012768, to act as the Merchant Banker to the proposed issue of Non-Convertible Debentures (NCDs) of the Company, on such terms and conditions including remuneration/fees as mutually agreed and set out in the engagement letter placed before the committee.

RESOLVED FURTHER THAT the Authorized Officers be and are hereby severally authorized to pay all stamp duty required to be paid for the Debenture Issue in accordance with the laws of the Republic of India and procure the stamped documents from the relevant governmental authorities.

RESOLVED FURTHER THAT, the Authorized Officers be and are hereby severally authorized to approve and finalize, sign, execute and deliver documents in relation to the Issue as set out in this resolution and such other agreements, deeds, undertakings, indemnity and documents as may be required by the debenture trustee, or any of them in connection with the Debentures to be issued by the Company.

RESOLVED FURTHER THAT, the Authorized Officers be and hereby severally authorized to register or lodge for registration upon execution documents, letter(s) of undertakings, declarations, and agreements and other papers or documents as may be required in relation to any of the above with any registering authority or governmental authority competent in that behalf.

RESOLVED FURTHER THAT, the Authorized Officers be and are hereby severally authorized to affix the Seal of the Company, if required, on the documents related to Issue (including the Transaction Documents), and any of the said agreements and documents, and any further documents and agreements as may be required from time to time.

RESOLVED FURTHER THAT any of the Directors of the company be and are hereby authorized to delegate the powers as may be deemed necessary to do such acts and execute such documents as may be required in connection with any of the matters relating to the issue of the Debentures.

RESOLVED FURTHER THAT certified true copy of the aforesaid resolution by any one of the Directors of the Company be and are hereby severally authorized to give effect to the above resolution."

// Certified True Copy //
For IIFL Samasta Finance Limited

V ABHINAYA
Digitally signed by V ABHINAYA
Date: 2026.06.24 13:20:31 +05'30'

V. Abhinaya
Company Secretary & Compliance Officer
M. No: A56919

Date: June 23, 2026
Place: Bengaluru

CERTIFIED TRUE COPY OF THE EXTRACTS OF RESOLUTION PASSED AT THE MEETING OF BOARD OF DIRECTORS OF THE COMPANY HELD ON THURSDAY, MARCH 12, 2026 COMMENCED AT 09.00 A.M AT TAJ WEST END, RACE COURSE ROAD, BENGALURU-560001.

CONSIDERED, REVIEWED AND APPROVED OF THE LIMITS WITH REGARD TO FUND RAISING BY WAY OF ISSUANCE OF NON-CONVERTIBLE DEBENTURES ON A PRIVATE PLACEMENT BASIS FOR THE FINANCIAL YEAR 2026-27

"**RESOLVED THAT** in accordance with Section 42, 71, 179(3)(c) and other applicable provisions, if any, of the Companies Act, 2013 and in accordance with Rule 14(2) and other applicable provisions of Companies (Prospectus and Allotment of Securities) Rules, 2014, Companies (Share Capital and Debentures) Rules, 2014, SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021, the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, the Master Direction - Non-Banking Financial Company – Miscellaneous Directions, 2025 and all other rules, regulations, guidelines, notifications, clarifications and circulars, if any, issued by any Statutory/Regulatory Authority, as may be applicable, and the Memorandum and Articles of Association of the Company and subject to approval of the Members of the Company and the consents, approvals, permissions and sanctions of the concerned statutory and regulatory authorities, if and to the extent necessary, the consent of the Board of Directors of the Company be and is hereby accorded to create, offer, invite, issue and allot unsubordinated or subordinated, perpetual or non-perpetual, listed or unlisted, secured or unsecured, non-convertible debentures, on a private placement basis, in one or more modes or combinations thereof and in one or more series or tranches, during a period of one year from the date of Members resolution for approval of issue of NCDs under private placement, with or without security, up to an amount not exceeding ₹4,000 Crores (Rupees Four Thousand Crores only) on such terms and conditions at par, premium or discount, to such person or persons, including one or more companies, bodies corporate(s), statutory corporations, commercial banks, lending agencies, financial institutions, insurance companies, mutual funds, alternative investment funds, pension/provident funds and individuals, as the case may be as the Board of Directors of the Company ("the Board", which term shall include any committee which the Board may constitute to exercise its powers including the powers conferred under this Resolution) may decide in its absolute discretion.

RESOLVED FURTHER THAT the Issue and Allotment Committee of the Board of Directors be and are hereby authorized to undertake all acts, deeds and things as may be required, in respect of issuance of NCDs including but not limited to:

i. to identify/select class of person /investor to whom such Securities to be issued;
ii. to determine the terms of the issue including issue size, tranches, face value, issue price, number of NCDs to be allotted, rate of interest, premium/ discount, tenor, redemption period, rating, security, mode of issuance, objects of the issue, etc.;
iii. negotiate, approve of and decide the terms and conditions of the issue of the said debentures;
iv. execute term sheet/s;
v. finalize terms and conditions of the appointment of an arranger, a debenture trustee, a registrar and transfer agent, a credit rating agency, a depository and such other

intermediaries as may be required to be appointed, including their successors and their agents;

vi. secure, if required, the amounts to be raised pursuant to the issue of the Debentures, together with all interest and other charges accrued thereon as may be required in terms of the issuance of the Debentures;

vii. the appointment of National Securities Depository Limited ("NSDL") and/or Central Depository Services (India) Limited ("CDSL") as the depositories for the proposed issuance of the Debentures;

viii. authorise various persons from time to time to sign and execute the transaction documents to be executed in relation to the Debentures;

ix. decide upon the date of opening and closing of the debenture issue and the period for which the aforesaid issue will remain open;

x. the date of allocation and deemed date of allotment of the debentures;

xi. negotiate, execute, file and deliver any documents, instruments, deeds, amendments, papers, applications, notices or letters as may be required in connection with the debenture issue and deal with regulatory authorities in connection with the debenture issue including but not limited to SEBI, Registrar of Companies, Ministry of Corporate Affairs, Company Law Board, Stock Exchange(s) and such other authorities as may be required;

xii. including without limitation, approve, negotiate, sign, execute, amend, supplement and / or issue the following:

a. information memorandum / private placement offer letter/ shelf disclosure document /disclosure document for the Debenture Issue (the "Information Memorandum");
b. tripartite agreement between the Company, the depository and the registrar and transfer agent;
c. the memorandum of understanding between the Company and the registrar and transfer agent;
d. debenture certificate for the debentures;
e. debenture trust deed, mortgage, deed, deed of hypothecation and other requisite documents for the creation of a security over the Company's movable properties and assets, (including any powers of attorney in connection thereto);
f. documents for opening of bank accounts and issuing instructions of bank accounts related thereto in connection with the Debentures including without limitation for the purposes of recognizing the rights of the debenture trustee to operate such bank accounts;
g. any other documents required for the purposes of the debenture issue and the transactions contemplated thereby, including but not limited to letters of undertaking, declarations, agreements, reports; and
h. any other document designated as a security document by the debenture trustee.

xiii. approve allotment of the NCDs;

xiv. buy back / redeem / repurchase of the NCDs in case of put option and reissue of same to the new investors;

xv. do all acts necessary for the proposed listing of the debentures in accordance with the terms set out in the Information Memorandum, wherever applicable;

xvi. delegate any of the powers so conferred upon the Committee in respect of the issuance of NCDs on private placement to any directors or officers of the Company, including by the grant of power of attorney;

xvii. seeking, if required, the consent of the Company's lenders, parties with whom the Company has entered into various commercial and other agreements, all concerned government and regulatory authorities in India and any other consents that may be required in connection with the issue and allotment of the NCDs; and

xviii. do all other acts, deeds and things as may be deemed necessary to give effect to the foregoing and the other terms of this resolution.

RESOLVED FURTHER THAT any one of the Director or the Company Secretary of the Company, be and are hereby severally authorized to file necessary forms and returns as may be required/ necessary with the Registrar of Companies and to furnish the certified to be true copies of the foregoing resolution by any of the Directors or the Company Secretary to such parties as may be deemed necessary for their information and records."

Certified to be true

For IIFL Samasta Finance Limited

V ABHINAYA

Digitally signed by V ABHINAYA
Date: 2026.03.16 11:43:11 +05'30'

V. Abhinaya
Company Secretary
M No: A56919

Date: March 16, 2026
Place: Bangalore

ANNEXURE V - SHAREHOLDERS RESOLUTION

CERTIFIED TRUE COPY OF THE EXTRACT OF THE MINUTES OF THE SECOND EXTRA-ORDINARY GENERAL MEETING OF THE MEMBERS OF IIFL SAMASTA FINANCE LIMITED ('THE COMPANY') FOR THE FINANCIAL YEAR 2025-26 HELD AT SHORTER NOTICE ON FRIDAY, MARCH 20, 2026, AT THE REGISTERED OFFICE OF THE COMPANY SITUATED AT 110/3, LALBAGH MAIN ROAD, KRISHNAPPA LAYOUT, BANGALORE - 560027, KARNATAKA, INDIA

APPROVED THE LIMIT OF ISSUANCE OF NON-CONVERTIBLE DEBENTURES ON A PRIVATE PLACEMENT BASIS FOR THE FINANCIAL YEAR 2026-27

"**RESOLVED THAT** pursuant to the provisions of Section 23, 42, 71 and 179 and other applicable provisions, if any, of the Companies Act, 2013 **(the "Act")**, read with Rule 14 of the Companies (Prospectus and Allotment of Securities) Rules, 2014 and other applicable provisions, rules, regulation, guidelines, notification, clarifications, circulars if any of the Companies Act, 2013 (including any statutory modifications or re-enactments thereof, for the time being in force) and pursuant to SEBI (Issue and Listing of Debt Securities) Regulations, 2008 and SEBI (Listing Obligations and Disclosures Requirement), 2015, as may be amended from time to time, and subject to the provisions of relevant Reserve Bank of India (RBI) Directions, Rules and Regulations, and further subject to the provisions of any other applicable statutes, Regulations, if any, subject to the provisions of the Memorandum & Articles of Association of the Company and subject to the approval, consent, permission, exemption and/or sanction of the appropriate authorities, institutions or bodies, as may be necessary and subject to such conditions, as may be prescribed by any of them while granting any such approval, consent, permission, exemption or sanction, approval of the Members be and is hereby accorded to the Board of Directors of the Company (hereinafter referred to as 'the Board' which term shall be deemed to include any Committee which the Board may have constituted or hereinafter constitute to exercise its powers including the powers conferred by this Resolution) to create, offer, invite, issue and allot Secured/ Unsecured/ Listed/ Unlisted/ Rated/ Unrated/ Non-Convertible Debentures including Market Linked/ Subordinated Debentures/ Perpetual Debentures/ Fixed Maturity Debentures on a private placement basis during a period of one year from the date of passing of this Resolution up to an amount not exceeding ₹4,000 Crore (Rupees Four Thousand Crores only) to the eligible investors, in one or more tranches, on such terms and conditions as may be determined by the Board, from time to time, and subject to compliance with the applicable law, rules, directions issued by the government or any other regulatory authority, in this regard, however at any given point of time the aggregate limit of funds raised/ to be raised by the Company, including issue of Debentures shall not exceed the overall borrowing limits of ₹20,000 Crores (Rupees Twenty Thousand Crores Only) as approved by the members of the Company at the Extraordinary General Meeting of the Company held on January 24, 2024.

RESOLVED FURTHER THAT consent of the members of the Company be and is hereby accorded to the Board of Directors and Issue and Allotment Committee or any authorized committee thereof, to determine and consider the terms that are proper and most beneficial to the Company including, without limitation, the terms of issue including the class of investors to whom the Securities are to be issued, time, securities to be offered, the number of securities, tranches, issue price, tenor, interest rate, premium/ discount, listing, utilization of the issue proceeds and to do all such acts and things and deal with all such

matters and take all such steps as may be necessary and to sign and execute any deeds / documents / undertakings / agreements / papers / writings, as may be required in this regard and matters connected therewith or incidental thereto, without being required to seek any further consent or approval of the Members of the Company.

RESOLVED FURTHER THAT Mr. Venkatesh N., Managing Director, Mrs. V. Abhinaya, Company Secretary, Mr. Anantha Kumar T, the Chief Financial Officer and Mr. Mohan Kumar, Head – Treasury of the Company be and are hereby severally authorized to do all such acts, deeds, matters, and things as may arise for the implementation of the aforesaid resolution including filing of relevant forms with regulators and for all matters connected therewith and to further execute all such agreements, documents, instruments, applications etc. as may be required, with power to settle all questions, difficulties or doubts that may arise in regard to the aforesaid resolution as it may in its sole discretion deem fit and to delegate all or any of its powers herein conferred to any of the Directors and/or officers or the Management Committee of the Board to give effect to this resolution."

Certified to be true

For IIFL Samasta Finance Limited

V ABHINAYA Digitally signed by V ABHINAYA Date: 2026.05.06 13:07:10 +05'30'

V Abhinaya
Company Secretary & Compliance Officer
M. No: A56919

Date: May 06, 2026
Place: Bengaluru

ANNEXURE VI - DUE DILIGENCE CERTIFICATE IN ANNEXURE A FROM DEBENTURE TRUSTEE

CIN: U65993MH2010PTC464237

VARDHMAN TRUSTEESHIP PVT LTD
Nurturing & Protecting Your Trust

CL/MUM/R/26-27/DEB/17
Date: June 23, 2026

To,
IIFL Samasta Finance Limited
110/3, Lalbagh Main Road,
Krishnappa Layout, Bangalore- 560027,
Karnataka, India.

Kind Attn: Ms. Abhinaya

Dear Madam,

Consent to act as Debenture Trustee for Rated, Listed, Unsubordinated, Secured, Transferable, Redeemable, Non-Convertible Debentures ("NCDs" or "Debentures") amounting to INR. 60.00 Crores (Rupees Sixty Crores) (the "Issue") to be issued by IIFL Samasta Finance Limited.

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

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

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

Yours faithfully,

For Vardhman Trusteeship Private Limited

Authorised Signatory

ANNEXURE VII - IN PRINCIPLE APPROVAL RECEIVED FROM STOCK EXCHANGE

Ref. No.: NSE/LIST/10431 March 27, 2026

The Company Secretary
IIFL Samasta Finance Limited
110/3, Lalbagh Main Road, Krishnappa Layout,
Bengaluru – 560 027, Karnataka, India

Dear Sir/Madam,

Sub.: In-principle approval for listing of Non-Convertible Securities on private placement basis

This is with reference to your application requesting in-principle approval for General Information Document dated March 27, 2026 for proposed listing of Non-Convertible Securities on private placement basis to be issued in various tranches by IIFL Samasta Finance Limited. In this regard, the Exchange is pleased to grant in-principle approval for the said issue, subject to adequate disclosures to be made in the General Information Document / Key Information Document in terms of SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021 as amended from time to time, applicable SEBI Circulars and other applicable laws in this regard and provided the Company prints the Disclaimer Clause as given below in the General Information Document / Key Information Document after the SEBI disclaimer clause:

"As required, a copy of this General Information Document / Key Information Document has been submitted to National Stock Exchange of India Limited (hereinafter referred to as NSE). It is to be distinctly understood that the aforesaid submission or in-principle approval given by NSE vide its letter via ref. No.: NSE/LIST/10431 dated March 27, 2026 or hosting the same on the website of NSE in terms of SEBI (Issue And Listing of Non-Convertible Securities) Regulations, 2021 as amended from time to time, should not in any way be deemed or construed that the document has been cleared or approved by NSE; nor does it in any manner warrant, certify or endorse the correctness or completeness of any of the contents of this document; nor does it warrant that this Issuer's securities will be listed or will continue to be listed on the Exchange; nor does it take any responsibility for the financial or other soundness of this Issuer, its promoters, its management or any scheme or project of this Issuer.

Every person who desires to apply for or otherwise acquire any securities of this Issuer may do so pursuant to independent inquiry, investigation and analysis and shall not have any claim against the 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"

Please note that the approval given by us should not in any way be deemed or construed that the General Information Document / Key Information Document has been cleared or approved by NSE; nor does it in any manner warrant, certify or endorse the correctness or completeness of any of the contents of this document; nor does it warrant that the securities will be listed or will continue to be listed on the Exchange; nor does it take any responsibility for the financial or other soundness of the Company, its promoters, its management or any scheme or project.

This Document is Digitally Signed
Signer: BANSRI RAKESH GOGALIA
Date: Fri, Mar 27, 2026 15:30:37 IST
Location: NSE

ANNEXURE VIII - CONSENT OF THE REGISTRAR AND TRANSFER AGENT

MUFG Intime India Private Limited
(Formerly Link Intime India Private Limited)
CIN: U67190MH1999PTC118368
Registered Address:
C-101, 1st Floor, 247 Park, L.B.S. Marg,
Vikhroli (West), Mumbai – 400083.
Tel: +91 22 4918 6000
Website: www.in.mpms.mufg.com

June 23, 2026

To
IIFL SAMASTA FINANCE LIMITED
110/3, Lalbagh Main Road,
Krishnappa Layout,
Bangalore - 560027, Karnataka, India

Dear Sir/Madam,

Sub.: Consent to act as Registrar to the Rated, Listed, Unsubordinated, Secured, Taxable, Transferable, Redeemable Non-convertible Debentures ("NCDs"or"Debentures") of Face Value of Rs. 10,000 Each to be issued on Private Placement basis

We refer to the subject issue and hereby accept our appointment as 'Registrar' for Electronic Connectivity Provider to issue of Rated, Listed, Unsubordinated, Secured, Taxable, Transferable, Redeemable Non-convertible Debentures ("NCDs"or"Debentures") of Face Value of Rs. 10,000/- Each (Indian Rupees Ten Thousands only) For Cash At Par Aggregating to Rs. 60 Crores (Indian Rupees Sixty Crore only) to be issued on Private Placement basis and give our consent to incorporate our name as Registrar to the Issue in the offer documents.

Our Permanent SEBI Registration No.: INR000004058.

Thanking You.

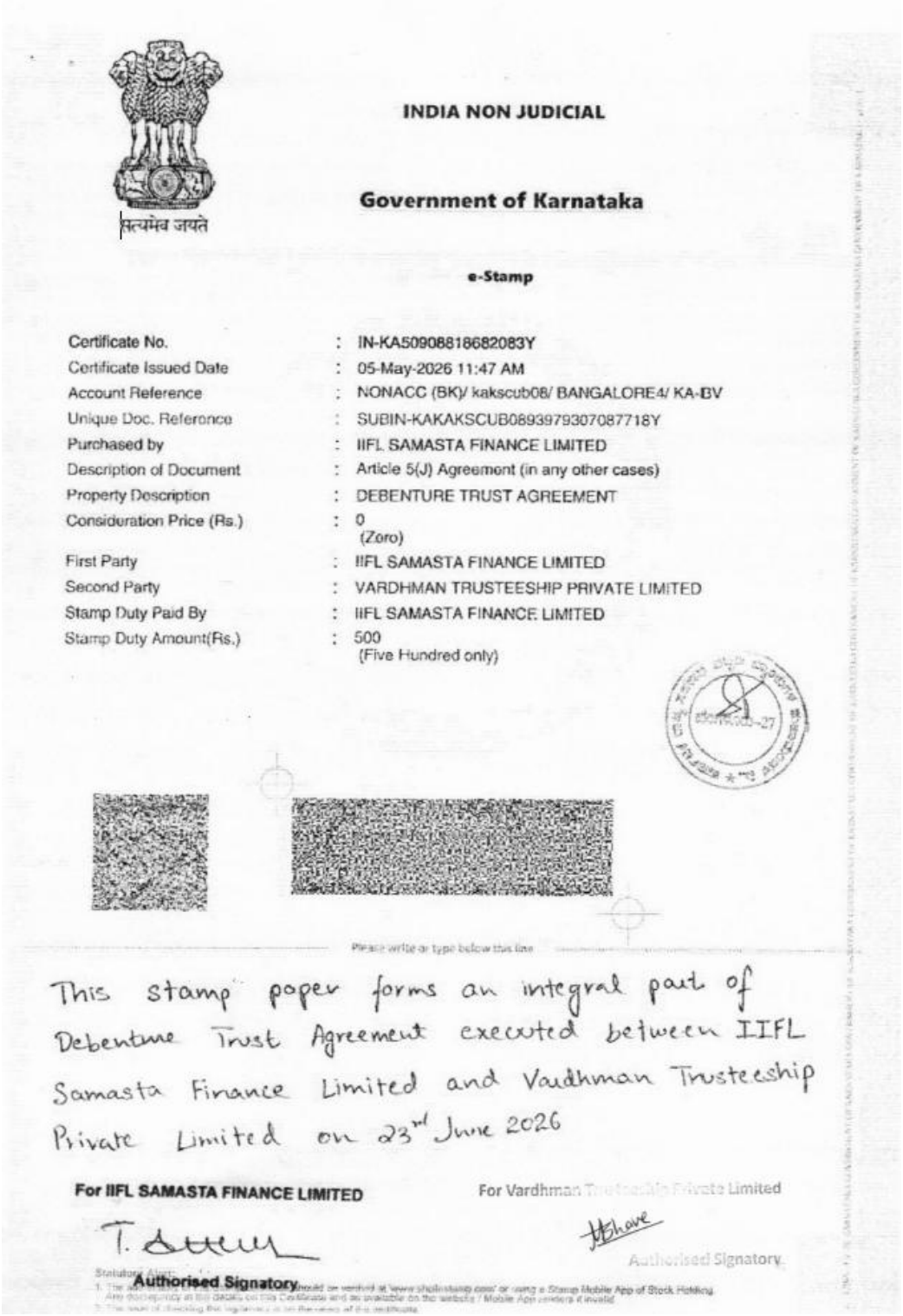
Yours faithfully,

For MUFG Intime India Private Limited

Ganesh Jadhav
Senior Associate Vice President-Depository Operations

A Part of MUFG Corporate Markets, a division of MUFG Pension & Market Services

ANNEXURE IX – DEBENTURE TRUSTEE AGREEMENT



सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

e-Stamp

Certificate No.	:	IN-KA50908818682083Y
Certificate Issued Date	:	05-May-2026 11:47 AM
Account Reference	:	NONACC (BK)/ kakscub08/ BANGALORE4/ KA-BV
Unique Doc. Reference	:	SUBIN-KAKAKSCUB0893979307087718Y
Purchased by	:	IIFL SAMASTA FINANCE LIMITED
Description of Document	:	Article 5(J) Agreement (in any other cases)
Property Description	:	DEBENTURE TRUST AGREEMENT
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	IIFL SAMASTA FINANCE LIMITED
Second Party	:	VARDHMAN TRUSTEESHIP PRIVATE LIMITED
Stamp Duty Paid By	:	IIFL SAMASTA FINANCE LIMITED
Stamp Duty Amount(Rs.)	:	500 (Five Hundred only)

Please write or type below this line

This stamp paper forms an integral part of Debenture Trust Agreement executed between IIFL Samasta Finance Limited and Vardhman Trusteeship Private Limited on 23rd June 2026

For IIFL SAMASTA FINANCE LIMITED

Authorised Signatory

For Vardhman Trusteeship Private Limited

Authorised Signatory

सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

e-Stamp

Certificate No.	:	IN-KA50907058888635Y
Certificate issued Date	:	05-May-2026 11:47 AM
Account Reference	:	NONACC (BK)/ kakscub08/ BANGALORE4/ KA-BV
Unique Doc. Reference	:	SUBIN-KAKAKSCUB08939763050915 28Y
Purchased by	:	IIFL SAMASTA FINANCE LIMITED
Description of Document	:	Article 5(J) Agreement (in any other cases)
Property Description	:	DEBENTURE TRUST AGREEMENT
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	IIFL SAMASTA FINANCE LIMITED
Second Party	:	VARDHMAN TRUSTEESHIP PRIVATE LIMITED
Stamp Duty Paid By	:	IIFL SAMASTA FINANCE LIMITED
Stamp Duty Amount(Rs.)	:	500 (Five Hundred only)

Please write or type below this line

This stamp paper forms an integral part of Debenture Trust Agreement executed between IIFL Samasta Finance Limited and Vardhman Trusteeship Private Limited on 23rd June 2026

For IIFL SAMASTA FINANCE LIMITED

Authorised Signatory

For Vardhman Trusteeship Private Limited

Authorised Signatory

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.

DEBENTURE TRUSTEE AGREEMENT

This debenture trustee agreement ("**Agreement**") is made at Bengaluru on 23rd June 2026 by and between:

IIFL SAMASTA FINANCE LIMITED, a company incorporated under the Companies Act, 1956 (1 of 1956) and a 'Company' governed by the provisions of Companies Act, 2013, with its Corporate Identity Number U65191KA1995PLC057884 and having its registered office at 110/3, Lalbagh Main Road, Krishnappa Layout, Bengaluru 560072 (**hereinafter** referred to as the "**Company**", which expression shall, unless repugnant to the context or meaning thereof, deem to include its successors and permitted assigns) of the **FIRST PART**;

AND

VARDHMAN TRUSTEESHIP PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 with CIN U65993MH2010PTC464237 and having its registered office at Unit No. 412, The Capital, C-70 G Block, Bandra Kurla Complex, Bandra East, Audit Bhavan, Mumbai, Bandra, Maharashtra, India, 400051 and having Branch Office at 411,4th Floor, Antriksh Bhawan, 22, KG Marg, Connaught Place, New Delhi- 110001 (hereinafter called the "**Debenture Trustee**" which expression shall, unless repugnant to the subject or context thereof, be deemed to mean and include its successors and assigns) of the **SECOND PART**.

(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 (a) resolution of the board of directors dated March 12, 2026 read with resolution of Issuance and Allotment Committee of the board of directors of the Company dated June 23, 2026 under Section 42, Section 71, Section 179 and other applicable provisions of the Companies Act, 2013 and Rules made thereunder authorizing the issue of Debentures and (b) resolution of the shareholders of the Company dated March 20, 2026, proposes to issue up to 60,000 (Sixty Thousand) Unsubordinated, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures each having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) aggregating to INR 60,00,00,000/- (Indian Rupees Sixty Crores Only) ("**NCDs**" or "**Debentures**") at par on private placement basis in accordance with the provisions of the Companies Act, 2013, Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993 ("**Debenture Trustees Regulations**"), as amended from time to time.

B. The Debentures shall be listed on the wholesale debt market segment of the National Stock Exchange in accordance with the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities Regulations, 2021 ("**SEBI NCS Listing Regulations**"), as amended from time to time and LODR Regulations as amended from time to time (*defined hereunder*).

C. Pursuant to the Companies Act, 2013, 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 Trustees Regulations. Accordingly, the Company has approached VARDHMAN TRUSTEESHIP PRIVATE LIMITED to act as the debenture trustee on behalf of and for the benefit of the holders of the Debentures ("**Debenture Holders**") and VARDHMAN TRUSTEESHIP PRIVATE 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 Exchange Board of India ("**SEBI**") as debenture trustee under the Debenture Trustees 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 debenture trust deed ("**Deed**") to be entered into by the Company and the Debenture Trustee.

E. The Parties have agreed to enter into this Agreement to record the terms of appointment of the Debenture Trustee.

For IIFL SAMASTA FINANCE LIMITED

Authorised Signatory

For Vardhman Trusteeship Private Limited

Authorised Signatory

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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" means the Companies Act, 2013, and shall include any re-enactment, amendment or modification of the Companies Act, 2013, as in effect from time to time;

"Debenture Holders" has the meaning ascribed to it in Recital C above;

"Deed" has the meaning ascribed to it in Recital D above;

"Debenture Trustees Regulations" has the meaning ascribed to it in Recital A above;

"Debentures / NCDs" has the meaning ascribed to it in Recital A above;

"Hypothecated Assets" mean charge by way of hypothecation on all the present and future identified Receivables until the Final Settlement Date along with all benefits, rights and incidentals attached thereto on a on a first ranking exclusive charge basis in favour of Debenture Trustee as detailed in the Hypothecation Agreement;

"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;

"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;

"Location of Dispute Resolution" shall mean Bengaluru, Karnataka, India;

"LODR Regulations" shall mean SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015;

"Master Circular for Debenture Trustees" 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;

"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 NCS Listing Regulations" has the meaning ascribed to it in Recital B above;

"Disclosure Document" has the meaning ascribed to it in Deed;

"SEBI" has the meaning ascribed to it in Recital C above.

"SEBI Listed Debentures Circulars and Regulations" means, collectively, Master Circular for Debenture

For IIFL SAMASTA FINANCE LIMITED

For Vardhman Trusteeship Private Limited

Authorised Signatory

Trustees, the Listed NCDs Master Circular, SEBI NCS Listing Regulations and the LODR Regulations (to the extent applicable);

2. **APPOINTMENT OF TRUSTEE, ROLES AND RESPONSIBILITIES**

a. The Company hereby appoints **VARDHMAN TRUSTEESHIP PRIVATE 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 ref no: **CL/MUM/R/26-27/DEB/17** dated June 23, 2026 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.

c. The Company shall comply with, and furnish such information on a regular basis as is required under, the provisions of the Debenture Trustees Regulations, SEBI Listed Debentures Circulars and Regulations the Act, and other applicable laws.

d. The Company shall create first ranking exclusive charge over the Hypothecated Assets by entered into a Deed of Hypothecation prior to the Deemed Date of Allotment and in any case prior to listing of debentures.

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., in respect of allotment of debentures till redemption.

f. This Agreement is entered into in compliance with the provisions of the Debenture Trustees Regulations, SEBI Listed Debentures Circulars and Regulations, the Act, and other applicable 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 have been complied with.

g. The Company shall, pay on demand within a reasonable time not exceeding a period of 15 days, 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 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 Debenture Trust deed prior to making an application for listing of the Debentures 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 four days from the deemed date of allotment of the issue in terms of Rule 18(5) of The Companies (Share Capital and Debentures) Rules, 2014.

If the Company fails to execute the Debenture Trust Deed within the period specified, without prejudice to any liability arising on account of violation of the provisions of the Act, SEBI NCS Listing Regulations,

For IIFL SAMASTA FINANCE LIMITED

Authorised Signatory

For Vardhman Trusteeship Private Limited

Authorised Signatory

the Company shall also pay interest of at least 2% (two percent) per annum or such other rate, as specified by the SEBI to the Debenture Holders, over and above the agreed coupon rate of the Debentures, till the execution of the Deed.

The Company shall on or prior to the date of execution of Debenture Trust Deed, provide to the Debenture Trustee, the bank account details from which the Company proposes to make the payment of Debenture outstandings and other Outstanding Due. Further, the Company hereby undertakes that it shall preauthorize the Debenture Trustee to obtain information in respect of the payment of such Debenture Outstandings from the relevant bank.

The time limit within which the security for the debentures shall be created or the agreement shall be executed in accordance with the Companies Act, 2013 or provisions as prescribed by any regulatory authority as applicable.

j. **Documents required to be submitted prior to or simultaneously with execution of this Agreement:**

Along with execution of this Agreement the Company shall provide requisite information and documents to the satisfaction of the Debenture Trustee for carrying out the requisite due diligence as required in terms of the relevant 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 Document, 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 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 Relevant Laws; and in order to ensure efficient recording 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 Trustees and various circulars issued in respect of the DLT system issued by SEBI from time to time;

iii. All costs, charges, fees and expenses that are associated with and incurred, towards legal or inspection costs, travelling and other costs, shall be solely borne by the Company.

iv. The Debenture Trustee agrees to keep confidential at all times during and after due diligence unto perpetuity, all information relating to the Company which it has acquired during the course of due diligence and shall ensure that the information is not disclosed to any third party except for the purpose of accomplishment of transactions contemplated under this Agreement. Further, the Debenture Trustee understands and agrees that a breach of this covenant shall cause

For IIFL SAMASTA FINANCE LIMITED

Authorised Signatory

For Vardhman Trusteeship Private Limited

Authorised Signatory

irreparable damage to the Company and agrees to indemnify the Company to the extent of actual loss caused to the Company.

l. 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 Debenture Trust Deed and all other documents executed/ to be executed to give effect to the creation of Security for securing the Debentures and such any 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.

m. 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.

n. 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. Prospectus / Information Memorandum / Disclosure Document / Private Placement Memorandum;

iii. Statutory auditor certificate, on a quarterly basis giving the value of book debt and receivables, including compliance with the covenants of the offer document/.

iv. Agreement with the Registrar to issue the Debentures;

v. Letters from Rating Agencies about ratings;

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 30 (thirty) days from the date of filing with the registrar of companies

viii. Necessary corporate authorisations including the board resolution and/or shareholder resolution for allotment of Debentures;

ix. Proof of Credit / Dispatch of Debenture Certificates;

x. Copy of last 3 (three) years' Audited Annual Reports;

xi. 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;

xii. Debenture Trust Deed;

xiii. This Agreement;

xiv. ROC Certificate;

xv. Security/ Transaction Documents;

For IIFL SAMASTA FINANCE LIMITED

Authorised Signatory

For Vardhman Trusteeship Private Limited

Authorised Signatory

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xvi. Confirmation/Proofs of payment of interest and principal made to the Debenture Holders on due dates;

xvii. Statutory Auditors' Certificate for utilization of funds/issue proceeds from the Debentures;

xviii. Statutory auditor/independent chartered accountant certificate on maintenance of Stipulated Security Cover, including compliance with the covenants of the Debenture Trust Deed as required under the LODR Regulations in respect of the Debentures/ valuation report for the movable assets (as applicable), in each instance, within such timelines as may be prescribed by the SEBI from time to time;

xix. Periodical Reports on quarterly basis;

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. 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 Trustees as modified from time to time;

xxvi. Information to be submitted to the Stock Exchanges as required by the SEBI Listed Debentures Circulars and Regulations as amended from time to time, within the timelines as mentioned in the application regulation;

xxvii. In principle approval for listing of NCDs from Stock Exchange;

xxviii. Acknowledgement of filing the Disclosure Document 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.

o. **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. 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.

iv. All disclosures made in the Disclosure Documents with respect to creation of Security are in confirmation with the clauses of this Agreement; and

For IIFL SAMASTA FINANCE LIMITED

Authorised Signatory

For Vardhman Trusteeship Private Limited

Authorised Signatory

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p. 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.

q. The Company confirms that all necessary disclosures will be made in the Disclosure Document including but not limited to statutory and other regulatory disclosures.

r. The 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.

s. The Company hereby declares and confirms that it has given an undertaking in the offer document that the assets on which the charge is created is free from encumbrances.

t. 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 Listing Regulations.

u. The Company hereby agrees and undertakes to comply with the extant stamp duty regulations

v. 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.

w. The Company shall provide all assistance to the Debenture Trustee, as may be required by it, to carry out the necessary due diligence. 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 Listed non-convertible debentures issuances.

h. Indemnity

The Company shall, commencing from the Deemed Date of Allotment until the Final Settlement Date, within 10 (ten) days of demand, indemnify the Debenture Holders and Debenture Trustee from time to time, against any and all losses, liabilities, obligations, damages, judgments, costs, expenses (including, without limitation, advisors' fees), claims, fines, penalties, proceedings, actions or demands, of any kind or nature incurred by the Debenture Trustee/Debenture Holders as a result of:

a) occurrence of any Event of Default; or

b) any demand for any stamp duty, registration fee or any other duty, fee, costs, or imports received from any Governmental Authority in relation to the transactions contemplated under the Transaction Documents (including without limitation, any demand from stamp duty arising because any Transaction Document has been taken or has been received (whether by way of facsimile, photocopy or electronic record) in any state other than the state in which it has been executed as a result of any act on part of the Company; and

c) a failure by the Company to pay any amount due under any Transaction Document on its due date.

i. No change or modification of this Agreement shall be valid unless the same shall be in writing and signed by the Parties hereto, provided however that the Debenture Trustee shall not agree to any amendment to this Agreement which is likely to adversely affect the rights of the Debenture Holders, without the consent of the Debenture Holders in the manner as stipulated under the Debenture Trust Deed.

x. **The Company further confirms that:**

For IIFL SAMASTA FINANCE LIMITED

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For Vardhman Trusteeship Private Limited

Authorised Signatory

i. All covenants proposed to be included in the Debenture Trust Deed (including any side letter, accelerated payment clause, fees charged by the debenture trustee, etc.) and the Deed of Amendment are disclosed in Disclosure Document; and

ii. 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;

iii. 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;

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 Relevant Laws; and

v. The Company shall, to the extent applicable and required under relevant 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 agrees 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 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, 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

For IIFL SAMASTA FINANCE LIMITED

Authorised Signatory

For Vardhman Trusteeship Private Limited

Authorised Signatory

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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. To the extent that the Company may in any jurisdiction claim for itself or its Assets immunity from suit, execution, attachment (whether in aid of execution, before judgment or otherwise) or other legal process and to the extent that in any such jurisdiction there may be attributed to itself or its Assets such immunity (whether or not claimed), the Company hereby irrevocably agrees not to claim and hereby irrevocably waives such immunity. Company irrevocably agrees that, should any party take any proceedings anywhere, no immunity from those proceedings, from attachment of their assets or from execution of judgment shall be claimed by them or with respect to their assets. The Company irrevocably agrees that it and its assets are, and shall be, subject to such proceedings, attachment.

f. Without prejudice to the foregoing, Parties agree that all claims, differences or disputes between the Debenture Trustee and the Company arising out of or in relation to the activities of the Debenture Trustee in the securities market shall be settled by online arbitration conducted in accordance with the SEBI Circular dated July 31, 2023 (bearing reference no. SEBI/HO/OIAE/OIAE_IAD-1/P/CIR/2023/131), as may be further updated, amended, modified or replaced from time to time ("**ODR Circular**"). All such proceedings shall be in the English language. The seat of arbitration shall be determined in accordance with the ODR Circular. The online arbitration shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 (as amended from time to time) read with the ODR Circular. No loss or damage or expenses incurred by the Debenture Trustee or the Company shall be met out of the trust property.

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.

[Intentionally left blank; signature page follows]

For IIFL SAMASTA FINANCE LIMITED

Authorised Signatory

For Vardhman Trusteeship Private Limited

Authorised Signatory

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.
ii.	An undertaking confirming that all the information provided to the 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.
iii.	Any other information, documents or records required by Debenture Trustee with regard to creation of security and perfection of security.

For IIFL SAMASTA FINANCE LIMITED

Authorised Signatory

For Vardhman Trusteeship Private Limited

Authorised Signatory

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
IIFL SAMASTA FINANCE LIMITED the
within named Company
by the hand of its authorised official

For IIFL SAMASTA FINANCE LIMITED

Authorised Signatory

Name:
Designation:

SIGNED AND DELIVERED BY
VARDHMAN TRUSTEESHIP PRIVATE LIMITED
the within named Debenture Trustee
by the hand of its authorized official

For Vardhman Trusteeship Private Limited

Authorised Signatory

ANNEXURE X - APPLICATION FORM

A Private Limited Company/public limited company incorporated under the Companies Act, 1956/2013

Date of Incorporation: August 9, 1995

Registered Office: 110/3, Lalbagh Main Road, Krishnappa Layout,
Bangalore- 560027, Karnataka, India
Telephone No.: +91 80 4291 3588

Website: www.iiflsamasta.com

DEBENTURE SERIES APPLICATION FORM SERIAL NO.									

ISSUE UP TO 60,000 (SIXTY THOUSAND) RATED, LISTED, UNSUBORDINATED, SECURED, TAXABLE, TRANSFERABLE, REDEEMABLE NON-CONVERTIBLE DEBENTURES EACH HAVING A FACE VALUE OF INR 10,000/- (INDIAN RUPEES TEN THOUSAND ONLY) AGGREGATING TO INR 60,00,00,000/- (INDIAN RUPEES SIXTY CRORES ONLY) ("NCDS" OR "DEBENTURES") (THE "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

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, ("**General Information Document**") issued by the Issuer and have considered these in making our decision to apply. We bind ourselves to these Terms and Conditions and wish to apply for allotment of these Debentures. We request you to please place our name(s) on the Register of Debenture Holders.

Name of the Authorised Signatory(ies)	Designation	Signature

Applicant's Signature:

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

DEPOSITORY	**NSDL/CDSL**
DEPOSITORY PARTICIPANT NAME	
DP-ID	

BENEFICIARY ACCOUNT NUMBER	
NAME OF THE APPLICANT(S)	

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

FOR OFFICE USE ONLY

DATE OF RECEIPT _____ DATE OF CLEARANCE _____

(Note: Cheque and Drafts are subject to realisation)

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

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

Applicant's

Signature

FOR OFFICE USE ONLY

DATE OF RECEIPT _____ DATE OF CLEARANCE _____

(Note : Cheque and Drafts are subject to realisation)

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

ACKNOWLEDGMENT SLIP

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

Received from _____

Address_____

_____

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

INSTRUCTIONS

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

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

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

Beneficiary Name	As available in the NSE EBP Platform
Account Number	As available in the NSE EBP Platform
IFSC Code	As available in the NSE EBP Platform
Mode	As available in the NSE EBP Platform

The Company undertakes that the application money deposited in the above-mentioned bank account shall not be utilized for any purpose other than
a) for adjustment against allotment of securities; or
b) for the repayment of monies where the company is unable to allot securities.

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

5. All applicants should mention their Permanent Account No. or their GIR No. allotted under Income Tax Act, 1961 and the Income Tax Circle/Ward/District. In case where neither the PAN nor the GIR No. has been allotted, the fact of non-allotment should be mentioned in the application form in the space provided. Income Tax as applicable will be deducted at source at the time of payment of interest including interest payable on application money.

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

ANNEXURE XI - ILLUSTRATION OF BOND CASH FLOWS

Illustration of Cash Flow

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

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

A sample illustration is given below:

Name of the issuer	IIFL Samasta Finance Limited
Face Value (per security)	INR 10,000/- (Indian Rupees Ten Thousand Only) per Debenture
Date of allotment	June 30, 2026
Date of redemption	December 30, 2028
Tenure and coupon rate	30 (Thirty) months from the Deemed Date of Allotment
Frequency of the interest/ dividend payment (with specified dates)	Monthly and on Final Redemption Date
Day Count Convention	Actual/Actual

Total Cashflows				
Payout Date	**Outstanding Principal**	**Principal Repayment**	**Interest**	**Total Cashflow**
30-Jul-26	60,00,00,000.00	0.00	45,36,984.00	45,36,984.00
30-Aug-26	60,00,00,000.00	0.00	46,88,220.00	46,88,220.00
30-Sep-26	60,00,00,000.00	0.00	46,88,220.00	46,88,220.00
30-Oct-26	60,00,00,000.00	0.00	45,36,984.00	45,36,984.00
30-Nov-26	60,00,00,000.00	0.00	46,88,220.00	46,88,220.00
30-Dec-26	60,00,00,000.00	0.00	45,36,984.00	45,36,984.00
30-Jan-27	60,00,00,000.00	0.00	46,88,220.00	46,88,220.00
28-Feb-27	60,00,00,000.00	0.00	43,85,754.00	43,85,754.00
30-Mar-27	60,00,00,000.00	0.00	45,36,984.00	45,36,984.00
30-Apr-27	60,00,00,000.00	0.00	46,75,410.00	46,75,410.00
30-May-27	60,00,00,000.00	0.00	45,24,588.00	45,24,588.00
30-Jun-27	60,00,00,000.00	0.00	46,75,410.00	46,75,410.00
30-Jul-27	60,00,00,000.00	0.00	45,24,588.00	45,24,588.00
30-Aug-27	60,00,00,000.00	0.00	46,75,410.00	46,75,410.00
30-Sep-27	60,00,00,000.00	0.00	46,75,410.00	46,75,410.00
30-Oct-27	60,00,00,000.00	0.00	45,24,588.00	45,24,588.00
30-Nov-27	60,00,00,000.00	0.00	46,75,410.00	46,75,410.00
30-Dec-27	60,00,00,000.00	0.00	45,24,588.00	45,24,588.00
30-Jan-28	60,00,00,000.00	0.00	46,75,410.00	46,75,410.00
29-Feb-28	60,00,00,000.00	0.00	45,24,588.00	45,24,588.00
30-Mar-28	60,00,00,000.00	0.00	45,24,588.00	45,24,588.00

30-Apr-28	60,00,00,000.00	0.00	46,88,220.00	46,88,220.00
30-May-28	60,00,00,000.00	0.00	45,36,984.00	45,36,984.00
30-Jun-28	60,00,00,000.00	8,57,14,285.71	46,88,220.00	9,04,02,505.71
30-Jul-28	51,42,85,714.29	8,57,14,285.71	38,88,846.00	8,96,03,131.71
30-Aug-28	42,85,71,428.57	8,57,14,285.71	33,48,726.00	8,90,63,011.71
30-Sep-28	34,28,57,142.86	8,57,14,285.71	26,78,982.00	8,83,93,267.71
30-Oct-28	25,71,42,857.14	8,57,14,285.71	19,44,420.00	8,76,58,705.71
30-Nov-28	17,14,28,571.43	8,57,14,285.71	13,39,494.00	8,70,53,779.71
30-Dec-28	8,57,14,285.71	8,57,14,285.71	6,48,138.00	8,63,62,423.71

Total Cashflows (Per Debenture)				
Payout Date	**Outstanding Principal**	**Principal Repayment**	**Interest**	**Total Cashflow**
30-Jul-26	10,000.00	-	75.62	75.62
30-Aug-26	10,000.00	-	78.14	78.14
30-Sep-26	10,000.00	-	78.14	78.14
30-Oct-26	10,000.00	-	75.62	75.62
30-Nov-26	10,000.00	-	78.14	78.14
30-Dec-26	10,000.00	-	75.62	75.62
30-Jan-27	10,000.00	-	78.14	78.14
28-Feb-27	10,000.00	-	73.10	73.10
30-Mar-27	10,000.00	-	75.62	75.62
30-Apr-27	10,000.00	-	77.92	77.92
30-May-27	10,000.00	-	75.41	75.41
30-Jun-27	10,000.00	-	77.92	77.92
30-Jul-27	10,000.00	-	75.41	75.41
30-Aug-27	10,000.00	-	77.92	77.92
30-Sep-27	10,000.00	-	77.92	77.92
30-Oct-27	10,000.00	-	75.41	75.41
30-Nov-27	10,000.00	-	77.92	77.92
30-Dec-27	10,000.00	-	75.41	75.41
30-Jan-28	10,000.00	-	77.92	77.92
29-Feb-28	10,000.00	-	75.41	75.41
30-Mar-28	10,000.00	-	75.41	75.41
30-Apr-28	10,000.00	-	78.14	78.14
30-May-28	10,000.00	-	75.62	75.62
30-Jun-28	10,000.00	1,428.57	78.14	1,506.71
30-Jul-28	8,571.43	1,428.57	64.81	1,493.39
30-Aug-28	7,142.86	1,428.57	55.81	1,484.38
30-Sep-28	5,714.29	1,428.57	44.65	1,473.22
30-Oct-28	4,285.71	1,428.57	32.41	1,460.98
30-Nov-28	2,857.14	1,428.57	22.32	1,450.90
30-Dec-28	1,428.57	1,428.57	10.80	1,439.37

Note

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

redemption of any principle repayment as per the provisions of early redemption option in Debenture Trust Deed, the above cash flow may be changed accordingly.

DISCLOSURE OF CASH FLOWS:

1. The Cash Flow displayed above is calculated per debenture (face value of Rs. 10,000).

2. If the interest payment date falls on a holiday, the payment may be made on the following working day, however the dates of the future coupon payments would be as per the schedule originally stipulated at the time of issuing the security. In other words, the subsequent coupon schedule would not be disturbed merely because the payment date in respect of one particular coupon payment has been postponed earlier because of it having fallen on a holiday. No additional interest will be paid for such days which fall on holiday.

3. The cash flow has been prepared based on the best available information on holidays and could further undergo change(s) in case of any scheduled and unscheduled holiday(s) and/or changes in money market settlement day conventions by the Reserve bank of India/ SEBI.

4. The cash flows are for illustration purposes.

ANNEXURE XII - PAS 4

Form No. PAS – 4

PART – A

PRIVATE PLACEMENT OFFER CUM APPLICATION LETTER

[Pursuant to Section 42 and Rule 14(3) of the Companies (Prospectus and Allotment of Securities) Rules, 2014]

ISSUE UP TO 60,000 (SIXTY THOUSAND) RATED, LISTED, UNSUBORDINATED, SECURED, TAXABLE, TRANSFERABLE, REDEEMABLE NON-CONVERTIBLE DEBENTURES EACH HAVING A FACE VALUE OF INR 10,000/- (INDIAN RUPEES TEN THOUSAND ONLY) AGGREGATING TO INR 60,00,00,000/- (INDIAN RUPEES SIXTY CRORES ONLY) ("NCDS" OR "DEBENTURES") (THE "ISSUE").

GENERAL INFORMATION:

A. Name, address, website, if any and other contact details of the Company, indicating both registered office and the Corporate office:

Issuer / Company: IIFL SAMASTA FINANCE LIMITED
Registered Office: 110/3, Lalbagh Main Road, Krishnappa Layout, Bangalore- 560027
Corporate Office: 37A, Sannathi Street, Theradi, Thiruvottiyur, Chennai- 600019
Telephone No.: 080-42913500

Website: https://iiflsamasta.com
Contact Person: Venkatesh.N
Email: venkatesh@iiflsamasta.com
secretarial@iiflsamasta.com

B. Date of Incorporation of the Company:

09/08/1995

C. Business carried on by the Company and its subsidiaries with the details of branches or units, if any; No

D. Brief particulars of the management of the Company:

Board of Directors:

The general superintendence, direction and management of our affairs and business are vested in our Board of Directors which exercises its power subject to the Memorandum and Articles of Association of our Company and the requirements of the applicable laws.

The composition of the Board is in conformity with Section 149 of the Companies Act, 2013 and the SEBI Listing Regulations. It is governed by the Articles of Association of our Company and the relevant directions issued by the RBI.

As of the date of this KID, we have Seven Directors on the Board, out of which one Director is Managing Director, one Director is Whole Time Director, one Non-Executive director and four Directors are Independent Directors, including one woman director on the Board.

Details of Board of Directors – Please refer to **Section X of the Key Information Document titled 'DIRECTORS OF THE COMPANY"**

Key Managerial Personnel of our Company:

Provided below are the details of the Key Managerial Personnel of our Company, other than our Managing Director and Whole Time Director of our Company, as of the date of this Tranche II Prospectus.

Anantha Kumar Thangavel, Chief Financial Officer

Anantha Kumar Thangavel is the Chief Financial Officer of our Company. Before joining our Company, he was engaged as a consultant at GBA Consulting Private Limited. Anantha Kumar Thangavel is a qualified chartered accountant and company secretary.

V. Abhinaya, Company Secretary

V. Abhinaya is the Company Secretary of our Company. She is a qualified Company Secretary and a Cost Accountant.

Senior Management Personnel of our Company:

In addition to Key Managerial Personnels of our Company, the details of the Senior Management Personnel, as on the date of this Tranche II Prospectus, are set out below:

Our Company's Senior Management Personnel are:

1. Manish Agarwal (Chief Risk Officer)
2. Preeti Pal (Chief Compliance Officer)
3. Vishwachandran Nair (Chief Learning Officer)
4. Chelladurai A (Chief Business Officer)
5. Avinash Yadav (Chief Technology Officer)
6. Vijay Kumar KS (Chief Information Security Officer)
7. Ravi K Shah (Chief Human Resources Officer)

V. Name, addresses, Director Identification Number (DIN) and occupations of the directors:

Please refer to Section X of the Key Information Document titled 'DIRECTORS OF THE COMPANY"

W. Management's perception of Risk Factors:

Please refer to Section 4 of the Key Information Document titled '*Risk Factors'.*

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

(i) Statutory Dues: Nil
(ii) Debentures and interest thereon: Nil
(iii) Deposits and interest thereon: Nil
(iv) Loans from banks or financial institutions and interest thereon: Nil

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

Compliance/ Investor Relations Officer:	Mrs. V. Abhinaya
Designation/Department:	Company Secretary
Address:	110/3, Lalbagh Main Road, Krishnappa Layout, Bangalore- 560027
Tel. Nos.:	9884197835
Email address(s):	secretarial@iiflsamasta.com

Z. Any Default in Annual filing of the company under the Companies Act, 2013 or the rules made thereunder: Nil

1.1 PARTICULARS OF THE OFFER:

Financial position of the Company for the last 3 financial years	"As annexed with GID Dated March 25, 2026 and in Annexure I of this Key Information Document"
Date of passing of Board Resolution / Committee Resolution	Board resolution of the board of directors of the Company dated March 25, 2025 and resolution passed by the Issuance and Allotment Committee of the Board of Directors dated June 23, 2026
Date of passing of resolution in general meeting, authorizing the offer of securities	Shareholders resolution passed under Section 42 dated March 26, 2025.
Kinds of securities offered (i.e. whether share or debentures) and class of security, the total number of shares or other securities to be issued	Issue up to 60,000 (Sixty Thousand) Rated, Listed, Unsubordinated, Secured, Taxable, Transferable, Redeemable Non-convertible Debentureseach having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) aggregating to INR 60,00,00,000/- (Indian Rupees Sixty Crores Only) ("**NCDs**" or "**Debentures**").
Price at which the security is being offered, including premium if any, along with justification of the price	At par i.e. INR 10,000/- (Indian Rupees Ten Thousand Only) per Debenture
Name and address of the valuer who performed valuation of the security offered and the basis on which the price has been arrived at along with report of the registered valuer.	Not Applicable
Relevant date with reference to which the price has been arrived at	Not Applicable
The class or classes of persons to whom the allotment is proposed to be Made	The Persons to whom this private placement offer cum application letter is being issued, being **"Please refer to Section 7 of this KID**", 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**").

	All Investors are required to comply with the relevant regulations/guidelines applicable to them for investing in this issue of Debentures.
Intention of promoters, directors or key managerial personnel to subscribe to the offer (applicable in case they intend to subscribe to the offer)	N.A.
The proposed time within which the allotment shall be completed	Allotment to be completed within T+1 days from the date of issuance of Debentures
The names of the proposed allottees and the percentage of post private placement capital that may be held by them	N.A
The change in control, if any, in the company that would occur consequent to the private placement	N.A.
The number of persons to whom allotment on preferential basis/private placement/ rights issue has already been made during the financial year 23-24 , in terms of number of securities as well as price	Nil
The justification for the allotment proposed to be made for consideration other than cash together with valuation report of the registered valuer.	N.A.
Amount, which the Company intends to raise by way of proposed offer of securities	Issue up to 60,000 (Sixty Thousand) Rated, Listed, Unsubordinated, Secured, Taxable, Transferable, Redeemable Non-convertible Debentures each having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) aggregating to INR 60,00,00,000/- (Indian Rupees Sixty Crores Only) ("**NCDs**" or "**Debentures**")
Terms of raising of securities	<table><tr><td>Duration, if applicable:</td><td>Refer Section 8 - Summary of Terms of this Key Information Document</td></tr><tr><td>Deemed Date of Allotment:</td><td>Refer Section 8 - Summary of Terms of this Key Information Document</td></tr><tr><td>Maturity Date:</td><td>Refer Section 8 - Summary of Terms of this Key Information Document</td></tr><tr><td>Rate of Interest or dividend</td><td>Refer Section 8 - Summary of Terms of this Key Information Document</td></tr></table>

	Mode of Payment	cheque(s)/ demand draft/ electronic clearing services (ECS)/credit through NEFT/ RTGS system/funds transfer
	Mode of Repayment	cheque(s)/ electronic clearing services (ECS)/credit through NEFT/ RTGS system/ funds transfer
Proposed time schedule for which the Issue is valid	Refer Section 8 - Summary of Terms of this Key Information Document	
Purpose and objects of the Issue	The Issue proceeds will be utilized to originate joint liability group loans for women borrowers.	
Contribution being made by the Promoters or directors either as part of the offer or separately in furtherance of the object	Nil	
Principal terms of assets charged as security, if applicable	The Debentures shall be secured by way of a first ranking, exclusive and continuing charge on identified receivables ("**Hypothecated Assets**") created pursuant to the deed of hypothecation to be executed between the Company and the Debenture Trustee as described herein. The Hypothecated Securities shall at all times be equal to 1.05 times of the Outstanding Amounts of the Debentures. The issuer undertakes: • to maintain the value of security at all times equal to 1.05 (One Decimal Point Zero Five) times or 105% (One Hundred and Five Percent) the Outstanding Amounts of the NCDs where at least 1.05 (One Decimal Point Zero Five) times or 105% (One Hundred and Five Percent) of the security cover is from principal receivables ("**Security Cover**"); • To create and register the security over the Hypothecated Assets as contemplated above no later than the Deemed Date of Allotment by executing a duly stamped deed of hypothecation ("**Hypothecation Agreement**") and perfect the security over the Hypothecated Assets no later than 30 (Thirty) calendar days after the Deemed Date of Allotment by filing CHG-9 within the time period applicable; The Company shall also provide such information sought by the Debenture Trustee for the purpose of filing the prescribed forms and particulars with the Central Registry and Information Utility in connection with the Debentures and the Security Interest over the Hypothecated Assets. • to pay a penal interest of 2.0% (Two Percent) p.a. over the Coupon rate in case there is any delay in the registration and perfection of the security over the Hypothecated Assets; • The Issuer shall authorize the Debenture Trustee (by itself or through its nominee) at the cost of Debenture Trustee to conduct credit bureau scrub on the Hypothecated Assets from time to time. • to provide a list on a quarterly basis, of specific loan receivables/identified book debts to the Debenture Trustee over which the charge is created and subsisting byway of hypothecation in favour of the Debenture Trustee (for the benefit of the Debenture Holders) ("**Quarterly Hypothecated Asset Report**");	

	• The security cover monitoring to be done on a quarterly basis; Company to provide signed certificate from Management certifying security cover maintenance • The charge for the security with ROC shall be modified within 15 (Fifteen) days from end of calendar quarter wherein charge over the replaced security shall be created and security which does not meet the eligibility criteria shall be removed. • to add fresh loan assets to the Security Cover to ensure that the value of the Hypothecated Assets is equal to 1.05 (One Decimal Point Zero Five) times or 105% (One Hundred and Five Percent) of the Outstanding Amounts of the NCDs where at least 1.05 (One Decimal Point Zero Five) times or 105% (One Hundred and Five Percent) of the security cover is from principal receivables; • to replace/top up any Hypothecated Assets that become overdue more than 0 days with current receivables in terms of the hypothecation agreement within 15 business days of the receivables becoming due. • Debenture Holders/ Debenture Trustee shall have the right to verify the book debts hypothecated to Debenture Holders in the MIS of Issuer as and when required. • Security Cover shall be met only with assets that does not have any principal, interest, additional interest, fee or any other expected payments overdue of more than 0 days ("**Performing Loans**").
The details of significant and material orders passed by the Regulators, Courts and Tribunals impacting the going concern status of the company and its future operations	Nil
The pre-issue and post-issue shareholding pattern of the company	There will be no change in shareholding pattern of the Company pursuant to the issue, as non-convertible debentures are being issued in terms of this private placement offer cum application letter. The details of the shareholding pattern of the Company can be found in Section 6 of the Key Information Document titled 'Issuer Information'.
Details of default in annual filing of the Company, if any, under the Companies Act, 2013 and the rules made thereunder.	Nil
Mode of payment for subscription	Identified investors may use of the below payment modes for subscription: Demand Draft Cheque Other Banking Channels.

1.2 DISCLOSURE WITH REGARD TO INTEREST OF DIRECTORS, LITIGATION, ETC:

Any financial or other material interest of the directors, promoters or key managerial personnel in the Issue and the effect of such interest in so far as it is different from the interests of other persons	NIL
Details of any litigation or legal action pending or taken by any Ministry or Department of the Government or a statutory authority against any Promoters of the Company during the last 3 (three) years immediately preceding the year of the issue and any direction issued by such Ministry or Department or statutory authority upon conclusion of such litigation or legal action shall be disclosed	"As annexed with GID Dated March 25, 2026"
Related party transactions entered during the last 2 (two) financial years immediately preceding the year of issue of this Disclosure Document including with regard to loans made or, guarantees given or securities provided	"As annexed with GID Dated March 25, 2026"
Summary of reservations or qualifications or adverse remarks of auditors in the last 5 (five) financial years immediately preceding the year of issue of this Disclosure 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 remark	NIL
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 in the case of the Company and all of its subsidiaries. Also if there were any were any prosecutions filed (whether pending or not), fines imposed, compounding of offences in the last 3 (three) years immediately preceding the year of issue and if so, section-wise details thereof for the Company and all of its subsidiaries	NIL
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	"As annexed with GID Dated March 25, 2026"

1.3 FINANCIAL POSITION OF THE COMPANY:

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

The authorised, issued, subscribed and paid up capital (number of securities, description and aggregate nominal value)	Please refer to Section 6 of the Key Information Document titled '*Issuer Information*'.
Size of the Present Issue	Issue up to 60,000 (Sixty Thousand) Rated, Listed, Unsubordinated, Secured, Taxable, Transferable, Redeemable Non-convertible Debentures each having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) aggregating to INR 60,00,00,000/- (Indian Rupees Sixty Crores Only) ("**NCDs**" or "**Debentures**").
Paid-up Capital: After the offer: After the conversion of Convertible Instruments (if applicable):	Not applicable in case of this Issue.
Share Premium Account: Before the offer: After the offer:	Not applicable in case of this Issue.
Details of the existing share capital of the Issuer: Please refer to Section 6 of the Key Information Document titled '*Issuer Information*'.	
Details of allotments made by the Company in past 1 (one) year along with details of allotment made for consideration other than cash	Nil
A summary of the financial position of the Company as in the 3 (three) audited balance sheets immediately preceding the date of issue of this Disclosure Document	"As annexed with GID Dated March 25, 2026 and in Annexure I of this Key Information Document"
Audited Cash Flow Statement for the 3 (three) years immediately preceding the date of circulation of this Disclosure Document	"As annexed with GID Dated March 25, 2026 and in Annexure I of this Key Information Document"

DECLARATION (To be provided by the Directors)

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

B. The compliance with the Companies Act, 2013 and the rules 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 Offer Letter;

I, Anantha Kumar T, am authorized by the Issuance and Allotment Committee of the Company vide Resolution dated June 23, 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 Offer 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 IIFL Samasta Finance Limited

Sd/-
ANANTHA KUMAR THANGAVEL
Digitally signed by ANANTHA KUMAR THANGAVEL
Date: 2026.07.01 18:15:06 +05'30'

Anantha Kumar T
Chief Financial Officer

Date: June 23, 2026
Place: Bangalore

ANNEXURE XIII - SPECIFIC DISCLOSURES REQUIRED FROM NBFC

A. Details with regard to the lending done by the issuer out of the issue proceeds of debt securities in last three years, including details regarding the following:

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

Summary of Credit Policy – Microfinance Loan (IIFL Samasta Finance Limited)

The Credit Policy outlines the framework and guidelines for sanctioning and managing Microfinance Loans offered by IIFL Samasta Finance Limited (ISFL). The policy aims to ensure responsible lending by assessing borrower eligibility, repayment capacity, income stability, household cash flow, and overall creditworthiness before extending loans.

Key highlights:

1. Purpose:Provides guidelines for Income Generating Loans (IGL) offered to customers for legitimate end uses such as business expansion, working capital, purchase of assets/animals, education, debt consolidation, etc.
2. Credit Assessment:Focuses on evaluating customer income, household income, expenses, existing obligations, cash flows, and repayment affordability.
3. Responsible Lending: Ensures customers borrow only amounts they can repay and aims to prevent over-indebtedness and multiple lending exposure.
4. Joint Liability Group (JLG) Model: Loans are provided based on group guarantee mechanisms, supporting collective responsibility among borrowers.
5. Underwriting Norms:Includes internal and external credit criteria, NPA considerations, household profiling, income assessment, expense analysis, and repayment capacity evaluation.
6. Documentation & Compliance: Specifies documentation requirements and process controls for loan approval and disbursement.
7. Governance: The policy is owned by the Product Process & Policy/Credit team and is reviewed periodically, including updates based on regulatory changes.

Overall, the policy establishes a structured credit evaluation process to support sustainable lending, risk management, and regulatory compliance for microfinance operations.

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

Disclosed as per the latest audited financial statements as on March 31, 2026, Please refer to the note no 38.

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

Details as on March 31, 2026 available below on page no. 150

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

Top 25 borrowers of NBFC by Amount Outstanding (Details of borrower to whom the company has given loan)						
Sr. No.	**Name of the Borrower**	**Type of Borrower**	**Total Principal Outstanding Amount (in Lacs)**	**Total Accrued Interest Amount (in Lacs)**	**Status of Account**	**Amount Outstanding (Amount in Lacs)**
1	Nagarajan Arumugam	Individual	25.00	0.00	Standard	25.00
2	C Sahaya josephine sheela	Individual	25.00	0.00	Standard	25.00
3	Deepak A L	Individual	25.00	0.00	Standard	25.00
4	SUBHASHINI MURUGADASAN	Individual	25.00	0.00	Standard	25.00
5	Dnyaneshwar Rabhaji Gadhave	Individual	24.99	0.00	Standard	24.99
6	Rajkumar S	Individual	24.99	0.00	Standard	24.99
7	STEPHAN ADAIKKALAM	Individual	24.98	0.00	Standard	24.98
8	Palanivel K	Individual	24.90	0.00	Standard	24.90
9	Nandhakumar Selvam	Individual	24.89	0.00	Standard	24.89
10	Shanmugapriya	Individual	24.87	0.27	Standard	25.14
11	PONNILAVAN GANESAN	Individual	24.84	0.47	Standard	25.31
12	Usha	Individual	24.84	0.00	Standard	24.84
13	A Poorani	Individual	24.78	0.32	Standard	25.10
14	Mehar singh	Individual	24.77	0.38	Standard	25.15
15	M Balakrishna	Individual	24.76	0.51	Standard	25.27
16	Senthilkumar Nagaian	Individual	24.73	0.36	Standard	25.09
17	SANKAR M	Individual	24.67	0.34	Standard	25.01
18	SIVARAMAN	Individual	24.66	0.32	Standard	24.98
19	Vaigundavasan	Individual	24.65	0.32	Standard	24.97
20	Micheal thankaraj	Individual	24.63	0.20	Standard	24.83
21	ANNAMALAI PERUMAL	Individual	24.53	0.32	Standard	24.85
22	Dharanesha V N	Individual	24.52	0.32	Standard	24.84
23	Murali Durai	Individual	24.48	0.32	Standard	24.80
24	Anthoni Abin	Individual	24.46	0.32	Standard	24.78
25	Imran Akthar Sayyad	Individual	24.43	0.32	Standard	24.75

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

Classification	**As on [31st March 2026]**
Standard	7186.80
NPA	282.03
Off Book	3032.20
Total	10500.93

B. 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;

Sl. No.	Segment-wise break-up of AUM	Percentage of AUM
1	**Retail**	
A	Mortgages (home loans and loans against property)	12.93%
B	Gold loans	-
C	Vehicle finance	0.06%
D	MFI	79.53%
E	MSME	0.78%
F	Capital market funding (loans against shares, margin funding)	-
G	Others	6.69%
2	**Wholesale**	
A	Infrastructure	-
B	Real estate (including builder loans)	-
C	Promoter funding	-
D	Any other sector (as applicable)	-
E	Others	-
	Total	100%

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;

Particulars (Rs cr)	Mar'23	Mar'24	Mar'25	June'25	Mar'26
Gross NPA	169.35	185.21	338.66	324.60	282.03
Provision	105.04	152.84	238.87	227.22	197.89
Net NPA	64.31	32.37	99.79	97.38	84.14

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

Sl. No.	Type of loans	Rs Crore
1	Secured	1,364.91
2	Unsecured	9,136.02
	Total assets under management (AUM)*^	10,500.93

4. Any change in promoters' holdings during the last financial year beyond the threshold, as prescribed by RBI from time to time.

Nil

C. 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	1,364.91

2	Unsecured	9,136.02
	Total assets under management (AUM)*^	10,500.93

*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: (% is on Total Secured LAP AUM)

Sl. No.	LTV (at the time of origination)	Percentage of AUM
1	Upto 40%	42.22%
2	40-50%	25.04%
3	50-60%	28.55%
4	60-70%	3.61%
5	70-80%	0.35%
6	80-90%	0.14%
7	>90%	0.09%
	Total	100%

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

3. Sectoral exposure:

Sl. No.	Segment-wise break-up of AUM	Percentage of AUM
1	**Retail**	
A	Mortgages (home loans and loans against property)	12.93%
B	Gold loans	-
C	Vehicle finance	0.06%
D	MFI	79.53%
E	MSME	0.78%
F	Capital market funding (loans against shares, margin funding)	-
G	Others	6.69%
2	**Wholesale**	
A	Infrastructure	-
B	Real estate (including builder loans)	-
C	Promoter funding	-
D	Any other sector (as applicable)	-
E	Others	-
	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	84.62%
2	Rs. 2-5 lakh	9.35%
3	Rs. 5 - 10 lakh	3.90%
4	Rs. 10 - 25 lakh	2.12%

5	Rs. 25 - 50 lakh	
6	Rs. 50 lakh - 1 crore	
7	Rs. 1 - 5 crore	
8	Rs. 5 - 25 crore	
9	Rs. 25 - 100 crore	
10	>Rs. 100 crore	
	Total	**100%**

* 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	Bihar	21.29%
3	Tamilnadu	13.01%
2	Karnataka	12.48%
4	Uttarpradesh	9.23%
5	West Bengal	7.58%
	Total	66.10%

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	338.66
- Additions during the year	256.54
- Reductions during the year	313.17
Closing balance of gross NPA	282.03

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

7. Movement of provisions for NPA

Movement of provisions for NPA	Rs. Crore
Opening balance	238.88
- Provisions made during the year	180.00
- Write-off/ write-back of excess provisions	220.99
Closing balance	-197.89

8. Segment-wise gross NPA:

Sl. No.	Segment-wise gross NPA	Gross NPA (%)
1	**Retail**	
A	Mortgages (home loans and loans against property)	1.80%
B	Gold loans	-

C	Vehicle finance	0.39%
D	MFI	89.71%
E	MSME	
F	Capital market funding (loans against shares, margin funding)	-
G	Others	8.10%
2	**Wholesale**	-
A	Infrastructure	-
B	Real estate (including builder loans)	-
C	Promoter funding	-
D	Any other sector (as applicable)	-
E	Others	-
	Total	100%

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

Residual maturity profile of assets and liabilities:

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	-	-	-	-	-	-	-	-	-
Advances	291.38	276.13	311.28	899.81	1,765.52	3,437.50	397.98	89.12	7,468.73
Investments	378.55	0.00	0.00	0.00	0.00	464.25	0.00	0.00	1,120.74
Borrowings*	271.29	346.10	510.21	983.89	1,641.65	3,198.40	541.20	260.00	7,752.74
Foreign Currency Assets	-	-	-	-	-	-	-	-	-
Foreign Currency Liabilities**	-	-	-	-	-	-	-	-	-

*Total borrowings
**includes foreign currency denominated external commercial borrowing

10. Disclosure of latest ALM statements to stock exchange:

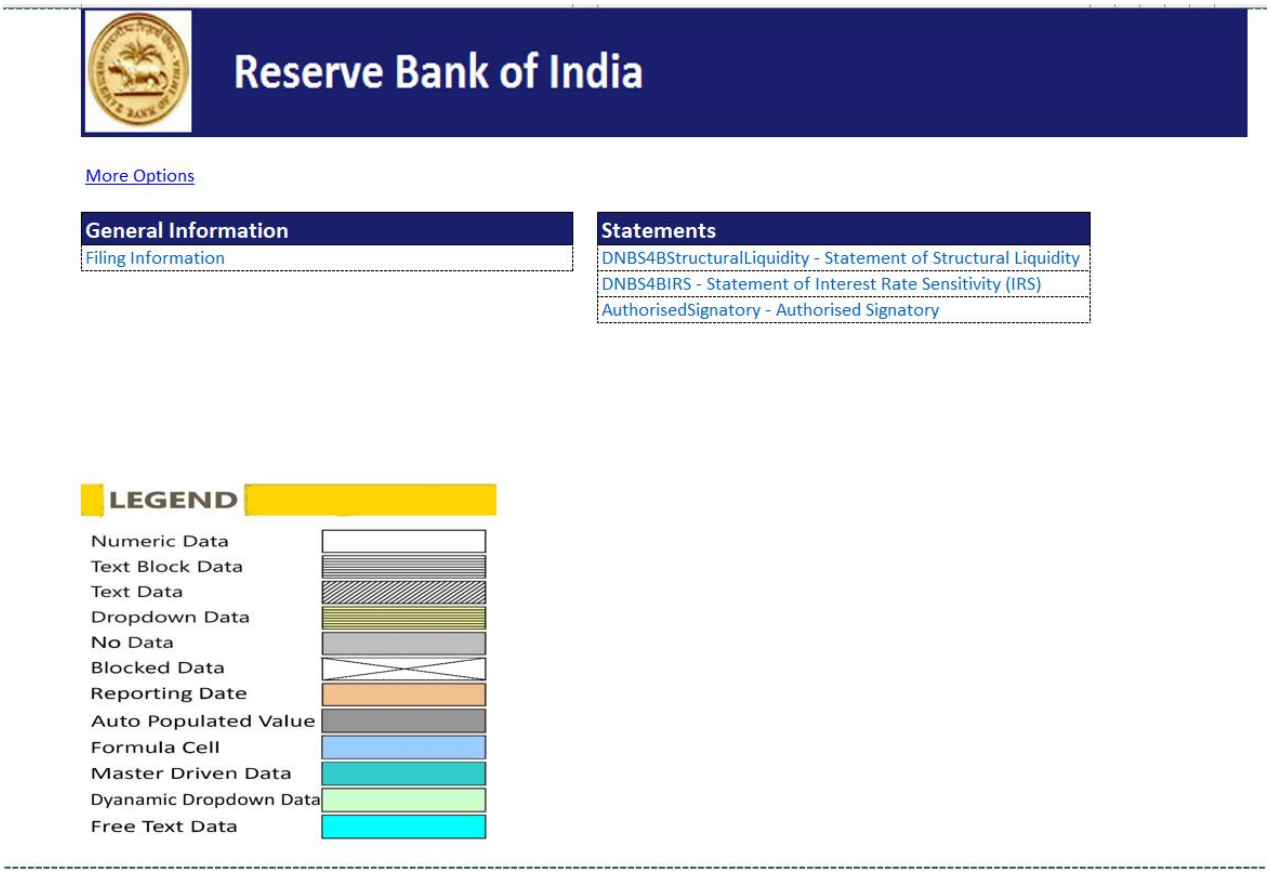
Enclosed in the last

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:

S No.	**Name of the Borrower (A)**	**Amount of Advances /exposures to such borrower (Group) (Rs. Crore) (B)**	**Percentage of Exposure (C)= B/Total Assets Under Management**
NA	NA	NA	NA

ANNEXURE XIV – 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:



Filing Information

Filing Information	
	Information
Return Name	DNBS04B-Structural Liquidity & Interest Rate Sensitivity - Monthly
Return Code	R228
Name of reporting institution	IIFL Samasta Finance Limited (Formerly Samasta Microfinance Limited)
Bank / FI code	BAN12030
Institution Type	NBFC
Reporting frequency	Monthly
Reporting start date	01-03-2026
Reporting end date	31-03-2026
Reporting currency	INR
Reporting scale	Lakhs
Taxonomy version	1.1.0
Tool name	RBI iFile
Tool version	1.0.0
Report status	Audited
Date of Audit	23-04-2026
General remarks	

Scoping Question	
	X010
Whether NBFC Profile has been updated on website	Yes
Category Of NBFC	Non-Deposit taking Systemically Important (NDSI) NBFC
Classification of NBFC	(v) NBFC- Micro Finance Institution

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	Over one month and upto 2	Over two months and upto 3	Over 3 months and upto 6	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	Remarks		Actual outflow/inflow during last 1		
															0 day to 7 days	8 days to 14 days	15 days to 30/31 days
		X010	X020	X030	X040	X050	X060	X070	X080	X090	X100	X110	X120		X130	X140	X150
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	66,843.73	66,843.73	Final		0.00	0.00	0.00
(i) Equity Capital	Y020	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	66,843.73	66,843.73	Final		0.00	0.00	0.00
(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	Final		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	0.00	0.00	Final		0.00	0.00	0.00
(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	Final		0.00	0.00	0.00
2.Reserves & Surplus	Y060	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,38,311.62	1,38,311.62	Final		0.00	0.00	0.00
(i) Share Premium Account	Y070	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	48,405.65	48,405.65	Final		0.00	0.00	0.00
(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	Final		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	0.00	0.00	Final		0.00	0.00	0.00
(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	19,161.86	19,161.86	Final		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	0.00	0.00	Final		0.00	0.00	0.00
(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	Final		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	966.28	966.28	Final		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	Final		0.00	0.00	0.00
(ix) Investment Fluctuation Reserves/ Investment	Y150	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Final		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	Final		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	Final		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	Final		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	Final		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	0.00	0.00	Final		0.00	0.00	0.00
(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	69,777.79	69,777.79	Final		0.00	0.00	0.00
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	Final		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	Final		0.00	0.00	0.00
(i) Plain Vanilla Bonds (As per residual maturity of the	Y240	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Final		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	Y250	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Final		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	Final		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	Final		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	Final		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	Final		0.00	0.00	0.00
6.Borrowings	Y300	1,831.05	12,404.12	12,477.86	34,609.84	51,020.77	98,389.27	1,64,165.45	3,19,849.32	54,119.81	26,000.00	7,74,857.69	Final		10,044.15	14,460.91	25,568.81
(i) Bank Borrowings (a+b+c+d+e+f)	Y310	1,831.05	2,090.39	9,272.11	17,790.41	29,950.56	61,936.34	1,11,650.71	1,42,825.67	0.00	0.00	3,77,247.24	Final		10,044.15	3,880.17	22,598.46
a) Bank Borrowings in the nature of Term Money Borrowings	Y320	1,831.05	2,090.39	9,272.11	17,790.41	29,950.56	61,936.34	1,11,650.71	1,42,825.67	0.00	0.00	3,77,247.24	Final		1,939.30	3,880.17	22,598.46
b) Bank Borrowings in the nature of WCDL	Y330	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Final		0.00	0.00	0.00
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	Final		8,104.85	0.00	0.00
d) Bank Borrowings in the nature of Letter of Credit	Y350	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Final		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	Final		0.00	0.00	0.00
f) Other bank borrowings	Y370	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Final		0.00	0.00	0.00
(ii) Inter Corporate Deposits (Other than Related Parties) (These being institutional / wholesale deposits, shall	Y380	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Final		0.00	0.00	0.00
(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	Final		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	Final		0.00	0.00	0.00
(v) Borrowings from Central Government / State	Y410	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Final		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	Final		0.00	0.00	0.00
(vii) Borrowings from Public Sector Undertakings	Y430	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Final		0.00	0.00	0.00
(viii) Borrowings from Others (Please specify)	Y440	0.00	10,313.73	2,225.75	11,932.34	11,810.69	30,658.06	24,961.01	19,922.88	0.00	0.00	1,11,824.49	Final		0.00	10,580.74	1,983.18
(ix) Commercial Papers (CPs)	Y450	0.00	0.00	0.00	2,970.42	0.00	2,419.87	2,326.40	0.00	0.00	0.00	7,716.69	Final		0.00	0.00	0.00
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	Final		0.00	0.00	0.00
(b) To Banks	Y470	0.00	0.00	0.00	2,970.42	0.00	0.00	2,326.40	0.00	0.00	0.00	5,296.82	Final		0.00	0.00	0.00
(c) To NBFCs	Y480	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Final		0.00	0.00	0.00
(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	Final		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	Final		0.00	0.00	0.00
(f) To Others (Please specify)	Y510	0.00	0.00	0.00	0.00	0.00	2,419.87	0.00	0.00	0.00	0.00	2,419.87	Final		0.00	0.00	0.00
(x) Non - Convertible Debentures (NCDs) (A+B)	Y520	0.00	0.00	979.17	1,916.67	9,359.52	3,375.00	25,227.33	1,42,091.77	16,919.81	5,000.00	2,04,869.27	Final		0.00	0.00	979.17
A. Secured [a+b+c+d+e+f+g]	Y530	0.00	0.00	812.50	1,750.00	9,192.86	3,375.00	25,227.33	1,31,091.77	16,919.81	0.00	1,88,369.27	Final		0.00	0.00	812.50
Of which; (a) Subscribed by Retail Investors	Y540	0.00	0.00	0.00	0.00	8,380.36	0.00	10,749.83	26,596.78	6,919.81	0.00	52,646.78	Final		0.00	0.00	0.00
(b) Subscribed by Banks	Y550	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,000.00	0.00	0.00	3,000.00	Final		0.00	0.00	0.00
(c) Subscribed by NBFCs	Y560	0.00	0.00	812.50	1,750.00	812.50	3,375.00	4,812.50	86,499.99	10,000.00	0.00	1,18,062.49	Final		0.00	0.00	812.50
(d) Subscribed by Mutual Funds	Y570	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Final		0.00	0.00	0.00
(e) Subscribed by Insurance	Y580	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Final		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	Final		0.00	0.00	0.00
(g) Others (Please specify)	Y600	0.00	0.00	0.00	0.00	0.00	0.00	3,665.00	4,995.00	0.00	0.00	14,660.00	Final		0.00	0.00	0.00
B. Un-Secured [a+b+c+d+e+f+g]	Y610	0.00	166.67	166.67	166.66	166.66	0.00	0.00	11,000.00	0.00	5,000.00	16,500.00	Final		0.00	0.00	166.67
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	Final		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	Final		0.00	0.00	0.00
(c) Subscribed by NBFCs	Y640	0.00	0.00	166.67	166.67	166.66	0.00	0.00	11,000.00	0.00	0.00	11,500.00	Final		0.00	0.00	166.67
(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	Final		0.00	0.00	0.00
(e) Subscribed by Insurance	Y660	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Final		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	Final		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	5,000.00	5,000.00	Final		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	Final		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	Final		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	Final		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	Final		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	Final		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	Final		0.00	0.00	0.00
(e) Subscribed by Insurance	Y750	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Final		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	Final		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	Final		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	Final		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	Final		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	Final		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	Final		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	Final		0.00	0.00	0.00
(e) Subscribed by Insurance	Y830	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Final		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	Final		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	Final		0.00	0.00	0.00
(xii) Subordinate Debt	Y860	0.00	0.00	0.00	0.00	0.00	0.00	0.00	15,000.00	37,200.00	21,000.00	73,200.00	Final		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	Final		0.00	0.00	0.00
(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	Final		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	Final		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	Final		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	Final		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	Final		0.00	0.00	0.00
7.Current Liabilities & Provisions (a+b+c+d+e+f+g+h)	Y930	447.10	3,612.07	13,969.61	2,376.17	2,186.53	2,264.84	6,118.56	28,911.64	16.65	0.00	59,903.17	Final		532.84	10,825.20	35,033.67
a) Sundry creditors	Y940	52.59	52.59	120.20	225.37	0.00	0.00	0.00	0.00	0.00	0.00	450.75	Final		441.69	7,165.06	1,442.79
b) Expenses payable (Other than Interest)	Y950	0.00	2,027.93	13,366.27	28.85	27.30	79.16	3,431.46	493.30	16.65	0.00	19,470.92	Final		2.72	2,812.39	32,748.14
(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	0.00	0.00	Final		0.00	0.00	0.00
(d) Interest payable on deposits and borrowings	Y970	394.51	1,531.55	483.14	2,121.95	2,159.23	2,185.68	766.55	0.00	0.00	0.00	9,642.61	Final		88.23	847.75	842.74
(e) Provisions for Standard Assets	Y980	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,719.35	0.00	0.00	5,719.35	Final		0.00	0.00	0.00
(f) Provisions for Non Performing Assets (NPAs)	Y990	0.00	0.00	0.00	0.00	0.00	0.00	0.00	19,977.38	0.00	0.00	19,977.38	Final		0.00	0.00	0.00
(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	Final		0.00	0.00	0.00
(h) Other Provisions (Please Specify)	Y1010	0.00	0.00	0.00	0.00	0.00	0.00	1,920.55	2,721.61	0.00	0.00	4,642.16	Final		0.00	0.00	0.00
8.Statutory Dues	Y1020	488.17	0.00	1,011.94	0.00	0.00	0.00	0.00	0.00	0.00	124.08	1,624.19	Final		363.01	308.07	371.91
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	Final		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	Final		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	Final		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	Final		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	Final		0.00	0.00	0.00
12.Other Outflows	Y1080	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6,292.86	0.00	0.00	6,292.86	Final		0.00	0.00	0.00
13.Outflows On Account of Off Balance Sheet (OBS) Exposure (i+ii+iii+iv+v+vi+vii)	Y1090	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Final		0.00	0.00	0.00

(i)Loan commitments pending disbursal	Y1100	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Final		0.00	0.00	0.00
(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	Final		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	Final		0.00	0.00	0.00
(iv) Total Guarantees	Y1130	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Final		0.00	0.00	0.00
(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	Final		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	Final		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	Final		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	Final		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	Final		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	Final		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	Final		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	Final		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	Final		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	Final		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	Final		0.00	0.00	0.00
A. TOTAL OUTFLOWS (A) (Sum of 1 to 13)	Y1250	2,766.32	16,016.19	27,458.51	36,998.01	53,207.30	1,00,654.11	1,70,294.01	3,55,044.82	54,136.46	2,31,280.23	10,47,833.96	Final		10,940.00	25,594.18	60,966.39
A1. Cumulative Outflows	Y1260	2,766.32	18,782.51	46,241.02	83,227.03	1,36,434.33	2,37,088.44	4,07,372.45	7,62,417.27	8,16,553.73	10,47,833.96	10,47,833.96	Final		10,940.00	36,534.18	97,500.57
B. INFLOWS																	
1. Cash (In 1 to 30/31 day time-bucket)	Y1270	157.77	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	157.77	Final		359.30	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	Final		0.00	0.00	0.00
3. Balances With Banks	Y1290	85,526.12	3,770.31	314.10	951.14	562.02	14,329.79	16,245.99	19,960.35	0.00	29.92	1,41,689.74	Final		8,121.50	2,404.17	2,205.55
a) Current Account (The stipulated minimum balance be shown in 6 months to 1 year bucket. The balance in excess of the minim balance be shown in 1 to 30 day time bucket)	Y1300	62,619.53	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	62,619.53	Final		7,878.15	0.00	0.00
b) Deposit Accounts /Short-Term Deposits (As per residual maturity)	Y1310	22,906.59	3,770.31	314.10	951.14	562.02	14,329.79	16,245.99	19,960.35	0.00	29.92	79,070.21	Final		243.35	2,404.17	2,205.55
4.Investments (i+ii+iii+iv+v)	Y1320	37,854.64	0.00	0.00	0.00	0.00	0.00	0.00	46,425.29	0.00	0.00	84,279.93	Final		41,266.82	0.00	62,384.27
(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	Final		0.00	0.00	0.00
(ii) Listed Investments	Y1340	37,854.64	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	37,854.64	Final		41,266.82	0.00	0.00
(a) Current	Y1350	37,854.64	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	37,854.64	Final		41,266.82	0.00	0.00
(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	Final		0.00	0.00	0.00
(iii) Unlisted Investments	Y1370	0.00	0.00	0.00	0.00	0.00	0.00	0.00	46,425.29	0.00	0.00	46,425.29	Final		0.00	0.00	62,384.27
(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	Final		0.00	0.00	62,384.27
(b) Non-current	Y1390	0.00	0.00	0.00	0.00	0.00	0.00	0.00	46,425.29	0.00	0.00	46,425.29	Final		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	Final		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	Final		0.00	0.00	0.00
5.Advances (Performing)	Y1420	9,854.37	10,197.16	9,086.69	27,613.19	31,127.51	89,980.93	1,76,551.99	3,43,750.33	11,768.37	8,739.66	7,18,670.20	Final		7,812.89	9,766.04	18,366.35
(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	Final		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	Y1440	9,854.37	10,197.16	9,086.69	27,613.19	31,127.51	89,980.93	1,76,551.99	3,43,750.33	11,768.37	8,739.66	7,18,670.20	Final		7,812.89	9,766.04	18,366.35
(a) Through Regular Payment Schedule	Y1450	9,854.37	10,197.16	9,086.69	27,613.19	31,127.51	89,980.93	1,76,551.99	3,43,750.33	11,768.37	8,739.66	7,18,670.20	Final		7,812.89	9,766.04	18,366.35
(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	Final		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	Final		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	Final		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	28,030.02	172.71	28,202.73	Final		0.00	0.00	0.00
(i) Substandard	Y1500	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	28,030.02	172.71	28,202.73	Final		0.00	0.00	0.00
(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	28,030.02	172.71	28,202.73	Final		0.00	0.00	0.00
(b) Entire principal amount due beyond the next three years	Y1520	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Final		0.00	0.00	0.00
(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	Final		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	Final		0.00	0.00	0.00
(b) Entire principal amount due beyond the next five years	Y1550	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Final		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	Final		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	0.00	2,972.10	2,972.10	Final		0.00	0.00	0.00
9. Other Assets :	Y1580	3,494.45	3,163.12	14,434.21	2,230.36	1,799.34	9,813.01	8,181.15	16,898.12	9,813.76	2,327.97	71,961.49	Final		4,361.75	7,382.71	17,876.06
(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	226.20	226.20	Final		0.00	0.00	0.00
(b) Other items (e.g. accrued income, other receivables, staff loans, etc.) (In respective maturity buckets as per the timing of	Y1600	3,494.45	3,163.12	14,434.21	2,230.36	1,799.34	9,813.01	8,181.15	16,898.12	9,813.76	2,101.77	71,735.29	Final		4,361.75	7,382.71	17,876.06
(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	Final		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	Final		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	Final		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	Final		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	Final		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	Final		0.00	0.00	0.00
11.Inflows On Account of Off Balance Sheet (OBS)	Y1670	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Final		0.00	0.00	0.00
(i)Loan committed by other institution pending	Y1680	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Final		0.00	0.00	0.00
(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	Final		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	Final		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	Final		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	Final		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	Final		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	Final		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	Final		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	Final		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	Final		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	Final		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	Final		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	Final		0.00	0.00	0.00
B. TOTAL INFLOWS (B) (Sum of 1 to 11)	Y1810	1,36,987.35	17,136.59	23,835.00	30,794.69	33,488.87	1,14,123.73	2,00,979.13	4,26,834.09	49,612.15	14,142.36	10,47,833.96	Final		61,922.26	19,552.93	1,00,932.34
C. Mismatch (B - A)	Y1820	1,34,121.03	1,120.40	-3,623.51	-6,191.32	-19,718.43	13,469.62	30,685.12	71,789.27	-4,524.31	-2,17,137.87	0.00	Final		50,982.26	-6,041.26	39,865.95
D. Cumulative Mismatch	Y1830	1,34,121.03	1,35,241.43	1,31,617.92	1,25,426.60	1,05,708.17	1,19,177.79	1,49,872.91	2,21,662.18	2,17,137.87	0.00	0.00	Final		50,982.26	44,941.00	84,806.95
E. Mismatch as % of Total Outflows	Y1840	4848.36%	7.00%	-13.20%	-16.74%	-37.06%	13.38%	18.03%	20.22%	-8.36%	-93.89%	0.00%	Final		466.02%	-23.60%	65.39%
F. Cumulative Mismatch as % of Cumulative Total	Y1850	4848.36%	720.04%	284.63%	150.70%	77.48%	50.27%	36.79%	29.07%	26.59%	0.00%	0.00%	Final		466.02%	123.01%	86.98%

DNBS4BIRS - Statement of Interest Rate Sensitivity (IRS)

All Monetary items present in this return shall be reported in ₹ Lakhs Only

Table 3: Statement of Interest Rate Sensitivity (IRS)

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	Over two months and upto 3	Over 3 months and upto 6	Over 6 months and upto 1 year	Over 1 year and upto 3 years	Over 3 years and upto 5 years	Over 5 years	Non-sensitive	Total
		X010	X020	X030	X040	X050	X060	X070	X080	X090	X100	X110	X120
A. Liabilities (OUTFLOW)													
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	0.00	66,843.73	66,843.73
(i) Equity	Y020	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	66,843.73	66,843.73
(ii) Perpetual 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	0.00
(iii) Non-perpetual preference shares	Y040	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(iv) Others (Please furnish, if any)	Y050	0.00	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	Y060	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,36,319.43	1,36,319.43
(i) Share Premium Account	Y070	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	48,405.63	48,405.63
(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	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	0.00	0.00	0.00
(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	19,161.86	19,161.86
(v) Capital Redemption Reserve	Y110	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(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	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	366.28	366.28
(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	0.00
(ix) Investment Fluctuation Reserve/ 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	0.00
(x) Revaluation Reserves	Y160	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
viii.1 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	0.00
viii.2 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	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	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	0.00	0.00	0.00
(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	0.00	69,777.75	69,777.75
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	0.00
4.Bonds & Notes (a+b+c)	Y230	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
a) Fixed rate plain vanilla including zero coupons	Y240	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
b) Instruments with embedded options	Y250	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
c) Floating rate instruments	Y260	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5.Deposits	Y270	0.00	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/ Fixed 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	0.00
(a) Fixed rate	Y290	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(b)Floating rate	Y300	0.00	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)	Y310	520.85	11,313.73	45,384.58	36,645.01	70,447.51	80,269.99	2,33,230.69	2,16,325.42	54,119.81	26,000.00	0.00	7,74,857.59
(i) Bank borrowings	Y320	520.85	1,000.00	42,179.63	19,625.58	49,277.40	43,817.06	1,80,775.95	39,916.77	0.00	0.00	0.00	3,77,247.24
a) Bank Borrowings in the nature of Term money borrowings	Y330	520.85	1,000.00	42,179.63	19,625.58	49,277.40	43,817.06	1,80,775.95	39,916.77	0.00	0.00	0.00	3,77,247.24

a) Bank Borrowings in the nature of Term money borrowings	Y330	520.85	1,000.00	42,179.63	19,825.58	49,277.40	43,817.06	1,80,715.95	39,910.77	0.00	0.00	0.00	3,77,247.24
I. Fixed rate	Y340	520.85	1,000.00	764.19	3,248.92	8,011.11	9,461.77	27,274.35	20,867.09	0.00	0.00	0.00	71,148.28
II. Floating rate	Y350	0.00	0.00	41,415.44	16,576.66	41,266.29	34,355.29	1,53,441.60	19,043.68	0.00	0.00	0.00	3,06,098.96
b) Bank Borrowings in the nature of WCDL	Y360	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
I. Fixed rate	Y370	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
II. Floating rate	Y380	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
c) Bank Borrowings in the nature of Cash Credits (CC)	Y390	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
I. Fixed rate	Y400	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
II. Floating rate	Y410	0.00	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 Credits(LCs)	Y420	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
I. Fixed rate	Y430	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
II. Floating rate	Y440	0.00	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	Y450	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
I. Fixed rate	Y460	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
II. Floating rate	Y470	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(ii) Inter Corporate Debts (other than related parties)	Y480	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
I. Fixed rate	Y490	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
II. Floating rate	Y500	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(iii) Loan from Related Parties (including ICDs)	Y510	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
I. Fixed rate	Y520	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
II. Floating rate	Y530	0.00	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	Y540	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
I. Fixed rate	Y550	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
II. Floating rate	Y560	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(v) Commercial Papers	Y570	0.00	0.00	0.00	2,970.42	0.00	2,419.87	2,326.40	0.00	0.00	0.00	0.00	7,716.69
Of which; (a) Subscribed by Mutual Funds	Y580	0.00	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	Y590	0.00	0.00	0.00	2,970.42	0.00	0.00	2,326.40	0.00	0.00	0.00	0.00	5,296.82
(c) Subscribed by NBFCs	Y600	0.00	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 Insurance Companies	Y610	0.00	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 Pension Funds	Y620	0.00	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 Retail Investors	Y630	0.00	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)	Y640	0.00	0.00	0.00	0.00	0.00	2,419.87	0.00	0.00	0.00	0.00	0.00	2,419.87
(vi) Non - Convertible Debentures (NCDs) (A+B)	Y650	0.00	0.00	979.17	1,916.67	9,359.52	3,375.00	25,227.33	1,42,091.77	16,979.91	5,000.00	0.00	2,04,969.27
A. Fixed rate	Y660	0.00	0.00	979.17	1,916.67	9,359.52	3,375.00	25,227.33	1,42,091.77	16,979.91	5,000.00	0.00	2,04,969.27
Of which; (a) Subscribed by Mutual Funds	Y670	0.00	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	Y680	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,000.00	0.00	0.00	0.00	3,000.00
(c) Subscribed by NBFCs	Y690	0.00	0.00	979.17	1,916.67	979.16	3,375.00	4,812.50	1,07,499.99	10,000.00	0.00	0.00	1,29,562.49
(d) Subscribed by Insurance Companies	Y700	0.00	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 Pension Funds	Y710	0.00	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 Retail Investors	Y720	0.00	0.00	0.00	0.00	8,380.36	0.00	10,749.83	26,596.78	6,979.91	0.00	0.00	52,646.78
(g) Others (Please specify)	Y730	0.00	0.00	0.00	0.00	0.00	0.00	9,665.00	4,995.00	0.00	5,000.00	0.00	19,660.00
B. Floating rate	Y740	0.00	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 Mutual Funds	Y750	0.00	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	Y760	0.00	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	Y770	0.00	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 Insurance Companies	Y780	0.00	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 Pension Funds	Y790	0.00	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 Retail Investors	Y800	0.00	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)	Y810	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(vii) Convertible Debentures (A+B)	Y820	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
A. Fixed rate	Y830	0.00	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 Mutual Funds	Y840	0.00	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	Y850	0.00	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	Y860	0.00	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 Insurance Companies	Y870	0.00	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 Pension Funds	Y880	0.00	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 Retail Investors	Y890	0.00	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)	Y900	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
B. Floating rate	Y910	0.00	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 Mutual Funds	Y920	0.00	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	Y930	0.00	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	Y940	0.00	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 Insurance Companies	Y950	0.00	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 Pension Funds	Y960	0.00	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 Retail Investors	Y970	0.00	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)	Y980	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(viii) Subordinate Debt	Y990	0.00	0.00	0.00	0.00	0.00	0.00	0.00	15,000.00	37,200.00	21,000.00	0.00	73,200.00
(ix) Perpetual Debt Instrument	Y1000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(x) Borrowings From Central Government / State Government	Y1010	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(xi) Borrowings From Public Sector Undertakings (PSUs)	Y1020	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(xii) Other Borrowings	Y1030	0.00	10,313.73	2,225.78	11,932.34	11,810.69	30,858.06	24,961.01	19,922.86	0.00	0.00	0.00	1,11,824.49
7.Current Liabilities & Provisions (i+ii+iii+iv+v+vi+vii+viii)	Y1040	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	59,903.17	59,903.17
(i) Sundry creditors	Y1050	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	450.75	450.75
(ii) Expenses payable	Y1060	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	19,470.92	19,470.92
(iii) Advance income received from borrowers pending	Y1070	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(iv) Interest payable on deposits and borrowings	Y1080	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	9,642.61	9,642.61
(v) Provisions for Standard Assets	Y1090	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,719.35	5,719.35
(vi) Provisions for NPAs	Y1100	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	19,977.38	19,977.38
(vii) Provisions for Investment Portfolio (NPI)	Y1110	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(viii) Other Provisions (Please Specify)	Y1120	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,642.16	4,642.16
8.Repos / Bills Rediscounted	Y1130	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9.Statutory Dues	Y1140	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,624.89	1,624.89
10.Unclaimed Deposits (i+ii)	Y1150	0.00	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	Y1160	0.00	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	Y1170	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
11.Any other Unclaimed Amount	Y1180	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
12.Debt Service Realisation Account	Y1190	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13.Others	Y1200	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6,292.86	6,292.86
14. Total Outflows account of OBS items (OO)(Details to be given in Table 4 below)	Y1210	0.00	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 (1 to 14)	Y1220	520.85	11,313.73	45,384.58	36,645.01	70,447.61	80,269.99	2,33,230.69	2,36,925.42	54,179.91	26,000.00	2,72,976.27	10,47,893.96

A1. Cumulative Outflows	Y1230	520.85	11,834.58	57,219.16	93,864.17	1,64,311.78	2,44,581.77	4,77,812.46	6,94,737.88	7,48,857.69	7,74,857.69	10,47,833.96	10,47,833.96
B. INFLOWS													
1. Cash	Y1240	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	157.77	157.77
2. Remittance in transit	Y1250	0.00	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 (i+ii+iii)	Y1260	22,906.59	3,770.31	314.10	951.14	562.02	14,329.79	16,245.99	19,960.35	0.00	29.52	52,419.53	1,41,689.74
(i) Current account	Y1270	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	52,419.53	52,419.53
(ii) In deposit accounts, and other placements	Y1280	22,906.59	3,770.31	314.10	951.14	562.02	14,329.79	16,245.99	19,960.35	0.00	29.52	0.00	79,070.21
(iii) Money at Call & Short Notice	Y1290	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4.Investments (net of provisions) (i+ii+iii+iv+v+vi+vii) (Under various categories as detailed below)	Y1300	37,854.64	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	46,425.29	84,279.93	
(i) Fixed Income Securities	Y1310	37,854.64	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	37,854.64
a)Government Securities	Y1320	37,854.64	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	37,854.64
b) Zero Coupon Bonds	Y1330	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
c) Bonds	Y1340	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
d) Debentures	Y1350	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
e) Cumulative Redeemable Preference Shares	Y1360	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
f) Non-Cumulative Redeemable Preference Shares	Y1370	0.00	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)	Y1380	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(ii) Floating rate securities	Y1390	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	46,425.29	46,425.29	
a)Government Securities	Y1400	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
b) Zero Coupon Bonds	Y1410	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
c) Bonds	Y1420	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
d) Debentures	Y1430	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
e) Cumulative Redeemable Preference Shares	Y1440	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
f) Non-Cumulative Redeemable Preference Shares	Y1450	0.00	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)	Y1460	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	46,425.29	46,425.29	
(iii) Equity Shares	Y1470	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(iv) Convertible Preference Shares	Y1480	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(v) In shares of Subsidiaries / Joint Ventures	Y1490	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(vi) In shares of Venture Capital Funds	Y1500	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(vii) Others	Y1510	0.00	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)	Y1520	9,854.37	10,197.16	9,086.69	27,613.19	31,127.51	89,980.93	1,76,551.99	3,43,750.33	11,768.37	8,739.66	0.00	7,18,670.20
(i) Bills of exchange and promissory notes discounted &	Y1530	0.00	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	Y1540	9,854.37	10,197.16	9,086.69	27,613.19	31,127.51	89,980.93	1,76,551.99	3,43,750.33	11,768.37	8,739.66	0.00	7,18,670.20
(a) Fixed Rate	Y1550	9,854.37	10,197.16	9,086.69	27,613.19	31,127.51	89,980.93	1,76,551.99	3,43,750.33	11,768.37	8,739.66	0.00	7,18,670.20
(b) Floating Rate	Y1560	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(iii) Corporate loans/short term loans	Y1570	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(a) Fixed Rate	Y1580	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(b) Floating Rate	Y1590	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6.Non-Performing Loans (i+ii+iii)	Y1600	0.00	0.00	0.00	0.00	0.00	0.00	0.00	28,030.02	172.75	0.00	28,202.73	
(i) Sub-standard Category	Y1610	0.00	0.00	0.00	0.00	0.00	0.00	0.00	28,030.02	172.75	0.00	28,202.73	
(ii) Doubtful Category	Y1620	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(iii) Loss Category	Y1630	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7.Assets on Lease	Y1640	0.00	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)	Y1650	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,872.10	2,872.10
9.Other Assets (i+ii)	Y1660	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	71,961.49	71,961.49
(i) Intangible assets & other non-cash flow items	Y1670	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(ii) Other items (e.g. accrued income, other receivables, staff	Y1680	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	71,961.49	71,961.49
10.Statutory Dues	Y1690	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
11.Unclaimed Deposits (i+ii)	Y1700	0.00	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	Y1710	0.00	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	Y1720	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
12.Any other Unclaimed Amount	Y1730	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13.Debt Service Realisation Account	Y1740	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
14.Total Inflow account of OBS items (OI)(Details to be given in	Y1750	0.00	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 14)	Y1760	70,615.60	13,967.47	9,400.79	28,564.33	31,689.53	1,04,310.72	1,92,797.98	3,63,780.69	39,796.39	8,942.29	1,84,036.89	10,47,893.96
C. Mismatch (B - A)	Y1770	70,094.75	2,653.74	-35,983.79	-8,080.68	-38,758.08	24,040.73	-40,432.71	1,46,785.26	-14,321.42	-17,057.71	-88,940.09	0.00
D. Cumulative mismatch	Y1780	70,094.75	72,748.49	36,764.70	28,684.02	-10,074.06	13,966.67	-26,466.04	1,20,319.22	1,05,997.80	88,940.09	0.00	0.00
E. Mismatch as % of Total Outflows	Y1790	13457.76%	23.46%	-79.29%	-22.05%	-55.02%	29.95%	-17.34%	67.67%	-26.46%	-65.61%	-32.58%	0.00%
F. Cumulative Mismatch as % of Cumulative Total Outflows	Y1800	13457.76%	614.75%	64.26%	30.56%	-6.13%	5.71%	-5.54%	17.32%	14.15%	11.48%	0.00%	0.00%

Table 4: Statement on Interest Rate Sensitivity (IRS) : Off-Balance Sheet Items (OBS)

Particulars		8 day to 7 days	8 days to 14 days	15 days to 30/31 days (One month)	Over one month and upto 2	Over two months and upto 3	Over 3 months and upto 6	Over 6 months and upto 1 year	Over 1 year and upto 3 years	Over 3 years and upto 5 years	Over 5 years	Non-sensitive	Total
		X130	X140	X150	X160	X170	X180	X190	X200	X210	X220	X230	X240
A. Expected Outflows on account of OBS items													
1.Lines of credit committed to other institutions	Y1810	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2.Letter of Credits (LCs)	Y1820	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3.Guarantees (Financial & Others)	Y1830	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4.Sale and repurchase agreement and asset sales with recourse, where the credit risk remains with the applicable	Y1840	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5.Lending of NBFC securities or posting of securities as collateral by the NBFC-IFC, including instances where these	Y1850	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6.Commitment to provide liquidity facility for securitization of standard asset transactions	Y1860	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7.Second loss credit enhancement for securitization of standard asset transactions provided as third party	Y1870	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
8.Outflows from Derivative Exposures [i+ ii + iii + iv + v + vi]	Y1880	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(i) Futures Contracts [(a)+(b)+(c)]	Y1890	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(a) Currency Futures	Y1900	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(b) Interest Rate Futures	Y1910	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(c) Other Futures (Commodities, Securities etc.)	Y1920	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(ii) Options Contracts [(a)+(b)+(c)]	Y1930	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(a) Currency Options Purchased / Sold	Y1940	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(b) Interest Rate Options	Y1950	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(c) Other Options (Commodities, Securities etc.)	Y1960	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(iii) Swaps - Currency [(a)+(b)]	Y1970	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(a) Cross Currency Interest Rate Swaps (Not Involving	Y1980	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(b) FCY - INR Interest Rate Swaps	Y1990	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(iv) Swaps - Interest Rate [(a)+(b)]	Y2000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(a) Single Currency Interest Rate Swaps	Y2010	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(b) Basis Swaps	Y2020	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(v) Credit Default Swaps(CDS) Purchased	Y2030	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(vi) Swaps - Others (Commodities, securities etc.)	Y2040	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9.Other contingent outflows	Y2050	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Outflow on account of OBS items (OO) : Sum of	Y2060	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
B. Expected Inflows on account of OBS Items													
1.Credit commitments from other institutions pending disbursal	Y2070	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2.Inflows on account of Reverse Repos (Buy/Sell)	Y2080	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3.Inflows on account of Bills rediscounted	Y2090	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4.Inflows from Derivative Exposures [i+ ii + iii + iv + v + vi]	Y2100	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(i) Futures Contracts [(a)+(b)+(c)]	Y2110	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(a) Currency Futures	Y2120	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(b) Interest Rate Futures	Y2130	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(c) Other Futures (Commodities, Securities etc.)	Y2140	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(ii) Options Contracts [(a)+(b)+(c)]	Y2150	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(a) Currency Options Purchased / Sold	Y2160	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(b) Interest Rate Options	Y2170	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(c) Other Options (Commodities, Securities etc.)	Y2180	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(iii) Swaps - Currency [(a)+(b)]	Y2190	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(a) Cross Currency Interest Rate Swaps (Not Involving	Y2200	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(b) FCY - INR Interest Rate Swaps	Y2210	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(iv) Swaps - Interest Rate [(a)+(b)]	Y2220	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(a) Single Currency Interest Rate Swaps	Y2230	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(b) Basis Swaps	Y2240	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(v) Swaps - Others (Commodities, securities etc.)	Y2250	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(vi) Credit Default Swaps (CDS) Purchased	Y2260	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5.Other contingent inflows	Y2270	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Inflow on account of OBS items (OI) : Sum of	Y2280	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
C. MISMATCH(OI-OO)	Y2290	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

AuthorisedSignatory - Authorised Signatory

Table 1: Authorised Signatory		
Particulars		Value
		X010

Name of the Person Filing the Return	Y010	Anantha Kumar T
Designation	Y020	Chief Financial Officer
Office No. (with STD Code)	Y030	08042913509
Mobile No.	Y040	9843978845
Email Id	Y050	ananthakumart@iiflsamasta.com
Date	Y060	27-04-2026
Place	Y070	Bengaluru

1. All values must be reported in Rs lakh.
2. Enter all dates in dd-mm-yyyy format.
3. Please ensure that the financial information furnished in the various sheets of this return are correct and reflecting the true picture of the business operations of the NBFC, if found otherwise, the concerned NBFC would be liable for penal action under the provisions of RBI Act.

ANNEXURE XV – CONSENT LETTER FROM THE MERCHANT BANKER

SKI INVESTMENT BANKING

June 23, 2026

To,
IIFL SAMASTA FINANCE LIMITED
CIN: L06519TKA1995PLC057884

Subject: Consent to Act as Merchant Banker for the Issue of Non-Convertible Debentures under SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021 of IIFL SAMASTA FINANCE LIMITED ("the Company")

Dear Sir/Madam,

We, SKI Capital Services Limited, a SEBI-registered Merchant Bankers holding Registration Number INM000012768, hereby confirm our consent to act as the Merchant Banker for the proposed issue, by way of Private Placement basis of Non-Convertible Debentures (**"NCDs"**) by the Company in accordance with the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 (hereinafter referred to as the **"Regulations"**).

We confirm that there are no disciplinary actions or proceedings pending against us which may affect our ability to act as the Merchant Banker for the proposed issue.

The scope of our services and the fee structure shall be as per the separate engagement letter signed between the issuer and us.

Please feel free to contact us for any further information or clarification.

Thanking you,

For SKI Capital Services Limited

Manick Wadhwa
Authorized Signatory
dcm@skicapital.net

ANNEXURE XVI – DUE DILIGENCE CERTIFICATE FROM THE MERCHANT BANKER

SKI INVESTMENT BANKING

To,
The Manager, Listing Department
National Stock Exchange of India Ltd
Exchange Plaza, C-1, Block G, Bandra Kurla Complex,
Bandra (E), Mumbai – 400051

Dear Sir / Madam,

SUBJECT: ISSUE OF UP TO 60,000 (SIXTY THOUSAND) RATED, LISTED, UNSUBORDINATED, SECURED, TAXABLE, TRANSFERABLE, REDEEMABLE NON-CONVERTIBLE DEBENTURES, EACH HAVING A FACE VALUE OF INR 10,000 (INDIAN RUPEES TEN THOUSAND ONLY), AGGREGATING TO INR 60,00,00,000 (INDIAN RUPEES SIXTY CRORES ONLY) ("NCDS" OR "DEBENTURES") BY IIFL SAMASTA FINANCE LIMITED (THE "COMPANY" OR THE "ISSUER").

1. We confirm that neither the issuer nor its promoters or directors have been prohibited from accessing the capital market under any order or direction passed by the Board. We also confirm that none of the intermediaries named in the offer document have been debarred from functioning by any regulatory authority.

2. We confirm that all the material disclosures in respect of the issuer have been made in the offer document and certify that, as applicable, any material development in the issue or relating to the issue up to the commencement of listing and trading of the securities offered through this issue shall be informed through public notices/advertisements in all those newspapers in which pre-issue advertisement and advertisement for opening or closure of the issue have been given. ***Noted for Compliance. However, being a private placement, no pre-issue advertisement and advertisement for opening or closure of the issue have been given.***

3. We confirm that the offer document contains all disclosures as specified in the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021.

4. We also confirm that all relevant provisions of the Companies Act, Securities Contracts (Regulation) Act, 1956, Securities and Exchange Board of India Act, 1992, and the Rules, Regulations, Guidelines, Circulars issued thereunder are complied with.

We confirm that all comments/complaints received on the draft offer document filed on the website of NSE (designated stock exchange) have been suitably addressed. ***Not Applicable since the issue being a private placement***

MANICK WADHWA
Digitally signed by MANICK WADHWA
Date: 2026.06.29 10:19:36 +05'30'

Manick Wadhwa
SKI Capital Services Limited
Registration Number: INM000012768
Place: New Delhi
Date: 29/06/2026