ICL FINCORP LIMITED

ICL Fincorp Limited ("**our Company**" or "**the Company**" or "**the Issuer**" or "**ICL**") was originally incorporated as 'Jawahar Finance Limited' at Chennai, a public limited company under the provisions of the Companies Act, 1956, pursuant to a certificate of incorporation dated December 9, 1991, issued by RoC. The name of our Company was changed to 'Irinjalakuda Credits & Leasing Company Limited' pursuant to a fresh certificate of incorporation dated April 26, 2004, issued by the RoC. Later, the name of our Company was changed to 'ICL Fincorp Limited' pursuant to a fresh certificate of incorporation dated May 8, 2016, issued by the RoC. Our Company holds a certificate of registration dated June 09, 2016, bearing registration number B-07.00437 issued by the Reserve Bank of India ("**RBI**") to carry on the activities of a non-banking financial company without accepting public deposits under Section 45 IA of the Reserve Bank of India Act, 1934. For further details, kindly refer the section titled "Issuer Information" on page 33 of the General Information Document.

(Incorporated as a public limited company under the Companies Act, 1956 and validly existing under the Companies Act, 2013 (as amended from time to time))

Date and Place of Incorporation: December 9, 1991 at Chennai, Tamil Nadu, India; **Corporate Identification Number**: U65191TN1991PLC021815;
RBI Registration Number: B-07.00437; **Legal Entity Identifier Number**: 3358003WZ4DISBNLP214; **Permanent Account Number**: AAACJ1806C; **Telephone**: +91 480 2670400, 2828071, 2831305;
Email ID: info@iclfincorp.com; **Website:** www.iclfincorp.com **Registered Office**: Plot No. C308, Door No. 66/40, 4th Avenue, Ashok Nagar, Chennai, Tamil Nadu, India, 600083;
Corporate Office: ICL Fincorp Limited, Main Road, Irinjalakuda, Thrissur – 680121, Kerala, India

KEY INFORMATION DOCUMENT DATED JULY 3, 2026 IN RELATION TO LISTED PRIVATELY PLACED NON-CONVERTIBLE DEBENTURES

THIS KEY INFORMATION DOCUMENT IS IN RELATION TO THE ISSUE OF 25,000 SENIOR, SECURED, RATED, LISTED, TRANSFERABLE, FULLY PAID, REDEEMABLE, NON-CONVERTIBLE DEBENTURES ("**DEBENTURES**" / "**NCDs**") OF A FACE VALUE OF ₹ 10,000 (INDIAN RUPEES TEN THOUSAND ONLY) EACH AGGREGATING UPTO ₹ 25,00,00,000 (INDIAN RUPEES TWENTY FIVE CRORE ONLY) ("**ISSUE SIZE**") BY ICL FINCORP LIMITED (THE "**ISSUER**" OR "**COMPANY**") ON A PRIVATE PLACEMENT BASIS ("**ISSUE**") AND SHALL BE READ WITH THE GENERAL INFORMATION DOCUMENT DATED JUNE 22, 2026 ISSUED BY THE ISSUER ("**GENERAL INFORMATION DOCUMENT**").

COMPLIANCE CLAUSE FOR ELECTRONIC BOOK MECHANISM

THE ISSUER INTENDS TO USE THE BSE BOND ELECTRONIC BOOK PROVIDER PLATFORM ("**BSE BOND EBP PLATFORM**"). THIS KEY INFORMATION DOCUMENT IS BEING UPLOADED ON THE BSE BOND EBP PLATFORM TO COMPLY WITH THE OPERATIONAL GUIDELINES AND AN OFFER WILL BE MADE BY ISSUE OF THE GENERAL INFORMATION DOCUMENT AND SIGNED KEY INFORMATION DOCUMENT AFTER COMPLETION OF THE BIDDING PROCESS ON ISSUE CLOSING DATE, TO SUCCESFUL BIDDER IN ACCORDANCE WITH THE PROVISIONS OF THE COMPANIES ACT (AS DEFINED BELOW) AND RELATED RULES, SEBI NCS REGULATIONS AND THE OPERATIONAL GUIDELINES.

DISCLOSURE UNDER SECTION 26(4) OF THE COMPANIES ACT

THE ISSUE IS BEING MADE ON PRIVATE PLACEMENT BASIS. SECTION 26 OF THE COMPANIES ACT IS NOT APPLICABLE TO THE ISSUE, AND THEREFORE NO ADDITIONAL DISCLOSURES HAVE BEEN MADE IN RELATION TO SECTION 26 OF THE COMPANIES ACT UNDER THIS KEY INFORMATION DOCUMENT AND ACCORDINGLY, A COPY OF THIS KEY INFORMATION DOCUMENT HAS NOT BEEN FILED WITH THE REGISTRAR OF COMPANIES.

ELIGIBLE INVESTORS TO THE ISSUE

THE ISSUE IS MADE TO ALL INVESTORS ELIGIBLE TO BID / INVEST / APPLY FOR THIS ISSUE UNDER THE SEBI NCS REGULATIONS READ WITH SEBI MASTER CIRCULAR. FOR DETAILS, PLEASE REFER SECTION 7 TITLED "ISSUE DETAILS" OF THIS KEY INFORMATION DOCUMENT. THE CURRENT ISSUE IS NOT BEING UNDERWRITTEN.

PROMOTERS

(I) KUZHUPPILLY GOVINDA MENON ANILKUMAR; **EMAIL**: ANIL@ICLFINCORP.COM; **TELEPHONE**: + 91 8589020137; AND (II) UMADEVI ANILKUMAR; **EMAIL**: UMA@ICLFINCORP.COM; **TELEPHONE**: +91 8589020186.

PRIVATE & CONFIDENTIAL

THIS KEY INFORMATION DOCUMENT DATED JULY 3, 2026 IS PREPARED IN CONFORMITY WITH THE SEBI NCS REGULATION AND SECTION 42 OF THE COMPANIES ACT, 2013 READ WITH THE COMPANIES (PROSPECTUS AND ALLOTMENT OF SECURITIES) RULES, 2014, EACH AS AMENDED FROM TIME TO TIME.

GENERAL RISKS

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 OWN 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 (*RISK FACTORS*) OF THE GENERAL INFORMATION DOCUMENT AND SECTION 3 (*RISKS FACTORS*) 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. THIS KEY INFORMATION DOCUMENT HAS NOT BEEN AND WILL NOT BE APPROVED BY ANY REGULATORY AUTHORITY IN INDIA, INCLUDING THE SECURITIES AND EXCHANGE BOARD OF INDIA ("**SEBI**"), THE RESERVE BANK OF INDIA ("RBI"), ANY REGISTRAR OF COMPANIES OR ANY STOCK EXCHANGE IN INDIA NOR DO THEY GUARANTEE THE ACCURACY OR ADEQUACY OF THIS DOCUMENT

CREDIT RATING OF THE DEBENTURES

ACUITÉ RATINGS & RESEARCH LIMITED
RATING: BBB-
DATE OF PRESS RELEASE: March 9, 2026
LINK OF THE PRESS RELEASE: PLEASE REFER TO **ANNEXURE 1** (*CREDIT RATING LETTER AND RATING RATIONALE AND PRESS RELEASE*) OF THIS KEY INFORMATION DOCUMENT
RATING LETTER AND RATING RATIONALE: PLEASE REFER TO **ANNEXURE 1** (*CREDIT RATING LETTER AND RATING RATIONALE AND PRESS RELEASE*) OF THIS KEY INFORMATION DOCUMENT.

LISTING

THE DEBENTURES ARE PROPOSED TO BE LISTED ON THE WHOLESALE DEBT MARKET ("**WDM**") SEGMENT OF BSE. THE ISSUER SHALL COMPLY WITH THE REQUIREMENTS OF THE SEBI LODR REGULATIONS (AS DEFINED IN GENERAL INFORMATION DOCUMENT) TO THE EXTENT APPLICABLE TO IT ON A CONTINUOUS BASIS. PLEASE REFER TO **ANNEXURE 2** (*IN PRINCIPLE APPROVAL GRANTED BY THE STOCK EXCHANGE*) OF THIS KEY INFORMATION DOCUMENT FOR THE 'IN-PRINCIPLE' LISTING APPROVAL FROM THE STOCK EXCHANGE.

DETAILS OF COMPANY SECRETARY, COMPLIANCE OFFICER AND CHIEF FINANCIAL OFFICER

COMPANY SECRETARY AND COMPLIANCE OFFICER	CHIEF FINANCIAL OFFICER
NAME: VISAKH T.V. **TELEPHONE**: +91 480-2670400, 2828071, 2831305 **EMAIL ID**: CS@ICLFINCORP.COM	**NAME**: MADHAVANKUTTY THEKKEDATH **TELEPHONE**: +91 480-2670400, 2828071, 2831305 **EMAIL ID**: CFO@ICLFINCORP.COM

DEBENTURE TRUSTEE	STATUTORY AUDITOR	MERCHANT BANKER	CREDIT RATING AGENCY	REGISTRAR TO THE ISSUE
MITCON CREDENTIA PARTNER WITH TRUSTED CREDENTIALS	**LOGO:** NOT APPLICABLE	VIVRO	Acuite RATINGS & RESEARCH	CAMEO
MITCON CREDENTIA TRUSTEESHIP SERVICES LIMITED 1402/1403, B wing, Dalamal Tower, 14th Floor, Free Press Journal Marg, 211 Nariman Point, Mumbai 400 021, Maharashtra, India **TEL:** +91 22 22828200 **EMAIL**: contact@mitconcredentia.in **WEBSITE**: www.mitconcredentia.com **CONTACT PERSON**: Vaishali Urkude	**MOHANDAS & ASSOCIATES, CHARTERED ACCOUNTANTS** 3rd Floor, "Sree Residency", Press Club Road, Thrissur, Kerala – 680 001 **TEL:** +91 487 233 3124, 232 1290 **EMAIL:** ma.auditors@gmail.com **WEBSITE:** N.A. **CONTACT PERSON:** Mohandas Anchery **PEER REVIEW NO.:** 016256	**VIVRO FINANCIAL SERVICES PRIVATE LIMITED** Vivro House 11, Shashi Colony, Opposite Suvidha Shopping Center, Paldi, Ahmedabad – 380 007, Gujarat, India **TEL:** +91 794 40 4242/40/41 **EMAIL:** investors@vivro.net **WEBSITE:** www.vivro.net **CONTACT PERSON:** Jay Dodiya / Megha Kella	**ACUITÉ RATINGS & RESEARCH LIMITED** 708, Lodha Supremus, Lodha iThink Techno Campus, Kanjurmarg (East), Mumbai - 400 042, Maharashtra **TEL**: +91 99698 98000 **EMAIL**: chitra.mohan@acuite.in **WEBSITE**: www.acuite.com **CONTACT PERSON**: Chitra Mohan	**CAMEO CORPORATE SERVICES LIMITED** Subramanian Building, No.1 Club House Road, Chennai – 600002, Tamil Nadu, India **TEL:** +91 44 40020700 **FAX:** +91 44 28460129 **EMAIL**: ipo@cameoindia.com **WEBSITE**: www.cameoindia.com **CONTACT PERSON:** Sreepriya K

ISSUE SCHEDULE

ISSUE OPENING DATE	ISSUE CLOSING DATE	PAY-IN DATE	DEEMED DATE OF ALLOTMENT	DATE OF EARLIEST CLOSING
JULY 8, 2026	JULY 8, 2026	JULY 9, 2026	JULY 9, 2026	JULY 8, 2026

THE ISSUER RESERVES THE RIGHT TO CHANGE THE ISSUE PROGRAMME INCLUDING THE DEEMED DATE OF ALLOTMENT (AS DEFINED HEREINAFTER) AT ITS SOLE DISCRETION IN ACCORDANCE WITH THE APPLICABLE LAW AND THE TIMELINES SPECIFIED IN THE OPERATIONAL GUIDELINES, WITHOUT GIVING ANY REASONS OR PRIOR NOTICE. THE ISSUE WILL BE OPEN FOR BIDDING AS PER BIDDING WINDOW THAT WOULD BE COMMUNICATED THROUGH BSE BOND EBP PLATFORM.

COUPON RATE	COUPON PAYMENT FREQUENCY	REDEMPTION DATE	REDEMPTION AMOUNT
For details relating to Coupon Rate, Coupon Payment Frequency, Redemption Date, Redemption Amount of the NCDs, please see "Issue Details" on section 7.			

THE ISSUE OF DEBENTURES SHALL BE SUBJECT TO THE PROVISIONS OF THE COMPANIES ACT, 2013, AS AMENDED (**THE "COMPANIES ACT"**), THE RULES NOTIFIED THEREUNDER, THE MEMORANDUM AND ARTICLES OF THE ISSUER, SEBI NCS REGULATIONS, SEBI LODR REGULATIONS, THE TERMS AND CONDITIONS OF THIS KEY INFORMATION DOCUMENT ALONG WITH THE GENERAL INFORMATION DOCUMENT FILED WITH THE DESIGNATED STOCK EXCHANGE, THE APPLICATION FORM, THE DEBENTURE TRUST DEED AND OTHER DOCUMENTS IN RELATION TO SUCH ISSUE.

THIS ISSUE OF DEBENTURES DOES NOT FORM PART OF NON-EQUITY REGULATORY CAPITAL MENTIONED UNDER CHAPTER V OF THE SEBI NCS REGULATIONS

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1 DEFINITIONS AND ABBREVIATIONS

In this Key Information Document, unless the context otherwise requires, the terms defined, and abbreviations expanded below, have the same meaning as stated in this section. Terms not defined herein shall have the meanings ascribed to them under the General Information Document. References to statutes, rules, regulations, guidelines and policies will be deemed to include all amendments and modifications notified thereto.

Conventional General Terms and Abbreviations

Term	Description
Accounting Standards	shall mean accounting standards and practices required to be followed under Applicable Law including but not limited to preparation of financial statements (including profit and loss account, income and expenditure account and balance sheet) of a Person.
Account Bank	shall mean the bank account(s) with State Bank of India to be maintained by the Company, at all times till the Final Settlement Date, the details whereof are set out in this Key Information Document from which it proposes to pay all the outstanding amount in relation to the Debentures including the Redemption Amount and interest.
Allot/Allotment/Allotted	Shall mean, unless the context otherwise requires or implies, the allotment of the Debentures pursuant to this Issue
Applicable Law(s) / Laws	shall mean any applicable law, code, ordinance, interpretation, guideline, directive, judgment, injunction, decree, treaty, regulation, rule or order of any court, tribunal or Governmental Authority, in force in India;
Application Form	shall mean the application form forming part of this Key Information Document to be issued by the Issuer, after completion of the application process.
Application Money	shall mean "**Application Money**" means the subscription monies paid by the Applicants at the time of submitting the Application Form.
Articles	shall mean the articles of association of a company, as amended from time to time.
Arranger(s)	Not Applicable
BSE	shall mean the BSE Limited.
Board	shall mean the board of directors 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 Place(s) of Business;
BSE EBP Operational Circular	shall mean "Operational Guidelines for participation on BSEBOND platform (EBP platform of BSE)" (Updated as on 18 August 2025) issued by BSE.

Term	Description
Control	has the meaning as ascribed to the term under the provisions of SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, as amended;
Companies Act/ Act	shall mean the Companies Act, 2013, and includes any applicable provisions of Companies Act, 1956 which have not been superseded by the relevant provisions of the Companies Act 2013, as on the relevant date.
Company Account	shall mean the designated bank account of the Issuer, opened with the Account Bank from which the Issuer shall undertake the payment of interest / re-payment of any redemption amounts in relation to the Debentures.
Constitutional Documents	shall mean the memorandum of association and the articles of association of the Company;
Coupon	shall mean the interest amount payable on the outstanding principal amount of the Debentures calculated by applying the applicable Coupon Rate(s) and payable on the relevant Coupon Payment Date.
Coupon Payment Date(s)	The dates on which the Coupon payment will be made by the issuer. For further details, see "Issue Details" in section 7
Constitutional Documents	in respect of a body corporate, shall mean, the Memorandum, the Articles and the certificate of incorporation.
Control/ Controlled by	shall have the same meaning as assigned to it under clause (e) of sub regulation (1) of regulation 2 of Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, and the term "**Controlled**" and "**Controlling**" shall be correspondingly construed.
Credit Rating Agency)/ Rating Agency	For the present Issue, the credit rating agency being Acuité Ratings & Research Limited
Debenture Amounts	Rs. 25,00,00,000.00 (Rupees Twenty Five Crore only)
Deeds of Personal Guarantee	shall mean the personal guarantee deeds to be executed by Mr. Kuzhuppilly Govinda Menon Anilkumar and Ms. Umadevi Anilkumar in favor of Debenture Trustee to guarantee the Payment Obligations connected to the issuance.
Debenture Holder(s) /Beneficial Owner(s)	shall mean the persons whose names appear in the Register as the holders of the Debentures, and "**Debenture Holder"** means each such person
Debenture Trustee Agreement/ Debenture Trustee Agreement	shall mean the debenture trustee agreement dated June 22, 2026 entered into inter alia between the Issuer and the Debenture Trustee, as amended from time to time.
Debenture Trust Deed	shall mean the debenture trust deed dated on or about the date hereof entered into inter alia between the Issuer and the Debenture Trustee, as

Term	Description
	amended from time to time.
Debenture Trustee	shall mean Mitcon Credentia Trusteeship Services Limited, as trustee for the benefit of the Debenture Holder(s) / Beneficial Owner(s).
Debt Disclosure Document / Offer Document	shall mean the general information documents dated June 22, 2026 and the key information document dated July 3, 2026 issued by the Company for the issue of the Debentures on a private placement basis as more particularly specified in Schedule I (Schedule of Details);
Deemed Date of Allotment	shall mean the same date as the Pay-In Date.
Depositories Act	shall mean the Depositories Act, 1996 (22 of 1996), as may be amended from time to time.
Depository	shall mean National Securities Depository Limited or the Central Depository Services (India) Limited, as the case may be.
Due Date	shall mean: (a) the Maturity Date; (b) each Coupon Payment Date; (c) any Mandatory Redemption Date; (d) any Voluntary Redemption Date; and (e) in respect of any other amount payable under this Key Information Document, the date on which such amount falls due in terms of this Key Information Document
Eligible Investors	has the meaning set forth in Section 7 (*Issue Details*) of this Key Information Document.
Eligibility Criteria	Shall mean: 1. The receivables which are current, and are not in overdue on the date of Issue, and have not been terminated or pre-paid. 2. The receivables which have not been restructured or rescheduled; 3. The receivables from the loans sanctioned, in compliance with the "Know Your Customer" norms as prescribed by the Reserve Bank of India. 4. The receivables from the loans solely sanctioned by the Company. 5. "Co-lent" loan receivables shall be excluded; 6. Receivables arising from loans sanction in compliance with NBFC Regulations issued from time to time. The loans in 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. 7. Receivables shall not arise from any branch which has Portfolio at Risk exceeding 5% of its Gross Loan Portfolio. 8. Receivables from loans entirely on the balance sheet of the Issuer and excluding receivables from related parties. 9. Receivables shall be arising from loans extended to individuals (excluding jewellers and pawn brokers) secured against the

Term	Description
	gold jewels pledged. 10. Receivables shall be arising from loans with a ticket size of less than INR 5,00,000/- with a tenure not exceeding 12 months.
Event of Default	shall mean events of default as set out in Section 7 (*Issue Details)* of this Key Information Document.
Face Value	shall mean the face value of each Debenture equal to ₹ 10,000 (Indian Rupees Ten Thousand only).
Final Redemption Date	shall mean final redemption date as set out in Section 7 (*Issue Details)* of this Key Information Document.
Final Settlement Date	shall mean the date on which all Payment Obligations have been irrevocably and unconditionally paid and discharged in full to the satisfaction of the Debenture Holders.
Financial Covenants	shall mean the financial covenants specified under Paragraph 2.11 (*Financial Covenants*) of **Annexure 9** (*All Covenants to the Issue*) of this Key Information Document.
Financial Indebtedness	shall mean 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: (i) is redeemable at the option of the Company; or (ii) according to the terms of its issue, is redeemable prior to the maturity of the Debentures; (e) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with GAAP, be treated as a finance or capital lease; (f) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis); (g) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing; (h) the acquisition cost of any asset or service to the extent payable before or after its acquisition or possession by the party liable where the advance or deferred payment: (i) is arranged primarily as a method of raising finance or of financing the acquisition of that asset or service or the construction of that asset or service; or (ii) involves a period of more than six months before or after the date of acquisition or supply; (i) any derivative transaction entered into in connection with protection

Term	Description
	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.
Financial Year	shall mean the accounting period commencing from April 1 of each year till March 31 of the next year.
Force Majeure Event	shall mean any act, event or circumstance or any combination of any act, event or circumstance, including, without limitation, any (a) act of god, including any flood, storm, earthquake, cyclone, typhoon, tornado or other natural event; (b) war, hostilities, terrorism, revolution, riot or civil disorder; (c) strike, lockout or other industrial action; (d) pandemic or epidemic; (e) lockdown declared by any Governmental Authority; or (f) any change in the Applicable Laws, and are not attributable to any act or omission of the Party affected by it and which: (a) is beyond the reasonable control of the affected person; (b) prevents the affected Person from performing or discharging any of its obligations; and (c) could not have been prevented or avoided or overcome by the affected Person.
Fully Diluted Basis	shall mean the calculation of the equity shareholding percentage on the basis that all outstanding convertible securities (in accordance with their respective terms, although whether or not by their terms then currently convertible, exercisable or exchangeable), stock options (whether or not vested), warrants, including any outstanding commitments to issue securities at a future date whether or not due to the occurrence of an event or otherwise, have been so converted, exercised or exchanged in accordance with the terms hereof.
General Information Document	shall mean the general information document dated June 22, 2026.
Governmental Authority	shall mean: (a) any national, regional, local, province, state government or any other political subdivision thereof; (b) any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any governmental authority, agency, department, board, commission or instrumentality; (c) any court, tribunal or arbitrator; or (d) any relevant securities exchange or body or authority regulating securities exchanges.
Gross Loan Portfolio	shall mean the outstanding principal balance of all of the Company's outstanding Loans including current, delinquent and restructured Loans, and includes principal balance of all Loans securitized, assigned,

Term	Description
	originated on behalf of other institutions or otherwise sold off in respect of which the Company has provided credit enhancements in any form or manner whatsoever, but not Loans that have been charged off. It does not include interest receivables and accrued interest;
Guarantors	Mr. Kuzhuppilly Govinda Menon Anilkumar and Ms. Umadevi Anilkumar
Hypothecation Agreement	shall mean the unattested hypothecation agreement, dated on or about the Deemed Date of Allotment, to be executed and delivered by the Company in a form acceptable to the Debenture Trustee securing the due repayment of the Payment Obligations;
Hypothecated Assets	shall mean fixed assets (excluding immovable properties), current assets, including book debts, receivables, loans and advances and cash & bank balances (excluding reserves created in accordance with law and exclusive charge created in favour of secured charge holders in terms of their respective loan agreements/documents), both present and future of the Company
IBC	shall mean the Insolvency and Bankruptcy Code, 2016, as amended from time to time.
Identified Persons	Shall mean the applicants identified by the Board for issue and allotment of the Debentures.
Ind AS	shall mean the Indian Accounting Standards issued under the Companies (Indian Accounting Standards) Rules, 2015.
Issue Closing Date	July 8, 2026
Issue Documents	shall mean collectively, the General Information Document and the Key Information Document.
Key Information Document	shall mean this key information document dated July 3, 2026.
Listing Agreement	shall mean the listing agreement entered into between the Company and the Stock Exchange, including any amendments thereto.
Loan	Shall mean an assistance by way of a rupee loan, lent and advanced by the Company to an Obligor pursuant to a Loan Agreement and "**Loans**" shall mean the aggregate of all such loans lent and advanced by the Company to the Obligors.
Local Currency	means Indian Rupees (denoted as "INR" or "Rs."), the lawful currency of India.
Majority Debenture Holders	shall mean such number of Debenture Holders collectively holding more than 60% (sixty percent) of the value of the Outstanding Principal Amounts of the Debentures (by number).
Maturity Date	has the meaning set forth in Section 7 (*Issue Details*) of this Key Information Document.

Term	Description
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, or could reasonably be expected to cause a material and adverse effect on (a) the financial condition, business or operation of the Company, environmental, social or otherwise or prospects of the Company; (b) the ability of the Company to perform its obligations under the Transaction Documents; or (c) the validity or enforceability of any of the Transaction Documents (including the ability of any party to enforce any of its remedies thereunder).
NBFC Master Directions	means Master Direction - Reserve Bank of India (Non-Banking Financial Companies – Registration, Exemptions and Framework for Scale Based Regulation) Directions, 2025, Reserve Bank of India (Non-Banking Financial Companies – Asset Liability Management) Directions, 2025, Master Direction - Reserve Bank of India (Internal Ombudsman) Directions, 2026, Reserve Bank of India (Non-Banking Financial Companies – Responsible Business Conduct) Directions, 2025 Reserve Bank of India (Non-Banking Financial Companies – Managing Risks in Outsourcing) Directions, 2025 Master Direction on Information Technology Governance, Risk, Controls and Assurance Practices dated November 07, 2023, Master Direction – Reserve Bank of India (Filing of Supervisory Returns) Directions, 2024, Reserve Bank of India (Non-Banking Financial Companies – Financial Statements: Presentation and Disclosures) Directions, 2025, Reserve Bank of India (Non-Banking Financial Companies– Credit Facilities) Directions, 2025, Reserve Bank of India (Non-Banking Financial Companies – Branch Authorisation) Directions, 2025, Reserve Bank of India (Non-Banking Financial Companies - Acceptance of Public Deposits) Directions, 2025, Reserve Bank of India (Non-Banking Financial Companies – Resolution of Stressed Assets) Directions, 2025, Reserve Bank of India (Non-Banking Financial Companies – Income Recognition, Asset Classification and Provisioning) Directions, 2025, Reserve Bank of India (Non-Banking Financial Companies - Concentration Risk Management) Directions, 2025, Reserve Bank of India (Non-Banking Financial Companies – Prudential Norms on Capital Adequacy) Directions, 2025, Reserve Bank of India (Non-Banking Financial Companies – Miscellaneous) Directions, 2025
Operational Guidelines	shall mean SEBI Master Circular read with BSE EBP Operational Circular
Outstanding Principal Amounts	shall mean, at any date, the Local Currency principal amount outstanding under the Debentures;
Pay-In Date	has the meaning set forth in Section 7 (*Issue Details*) of this Key Information Document.
Payment Obligations	shall mean 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 the Debenture Trust Deed and shall include the obligation to redeem the Debentures in terms thereof, any outstanding remuneration of the Debenture Trustee, default interest payable, if any, and all fees, costs, charges and expenses and other monies payable by the Company under the Transaction Documents;

Term	Description
Persons	shall mean any individual, entity, joint venture, company (including a limited liability company), corporation, partnership (whether limited or unlimited), proprietorship, trust, sole proprietorship or other enterprise (whether incorporated or not), Hindu undivided family, union, association of persons, government (central, state or otherwise), or any agency, department, authority or political subdivision thereof, and shall include their respective successors and in case of an individual shall include his/her legal representatives, administrators, executors and heirs, and in case of a trust shall include the trustee or the trustees and the beneficiary or beneficiaries from time to time.
Portfolio at Risk / PAR	shall mean the aggregate of (a) all Loans including owned and managed portfolio and other credit facilities provided by the Company where one or more repayment installments are overdue by the PAR Days or more; and (b) all Loans and other credit facilities in respect of which the payment schedule have deferred, rescheduled, restructured and/or refinanced.
Principal Amount	In relation to a Debenture shall mean, the Face Value of that Debenture.
Purpose	has the meaning set forth in Section 7 (*Issue Details*) of this Key Information Document.
Promoters	means the following persons: 1. Mr. Kuzhuppilly Govinda Menon Anilkumar, an Indian citizen, age 63, residing at Errekheth House, Sugrtham, Santhi Nagar, Irinjalakuda, North P. O., Thrissur, Kerala - 680125, India and having PAN ACJPA8854H; and 2. Ms. Umadevi Anilkumar, an Indian citizen, age 54, residing at Errekheth House, Sugrtham, Santhi Nagar, Irinjalakuda, North P. O., Thrissur, Kerala – 680125 and having PAN BDHPA1571P.
RBI	shall mean the Reserve Bank of India.
Record Date	has the meaning set forth in Section 7 (*Issue Details*) of this Key Information Document.
Redemption Date	has the meaning set forth in Section 7 (*Issue Details*) of this Key Information Document.
Related Party	has the meaning given to the term ‘related party’ under Section 2(76) of the Companies Act.
Register of Debenture Holders/ Register	shall mean the register of beneficial owners of the Debentures maintained in the records of the Depository.
Registrar/Registrar to the Issue	shall mean the registrar to this Issue, in this case being Cameo Corporate Services Limited.
RTGS	shall mean Real Time Gross Settlement.

Term	Description
RoC	shall mean the jurisdictional Registrar of Companies.
SEBI DT Master Circular	shall mean the SEBI circular bearing reference number SEBI/HO/DDHS-PoD-1/P/CIR/2025/117 dated 13 August 2025, as may amended, modified and supplemented, from time to time.
SEBI LODR Operational Circular	means the SEBI master circular for listing obligations and disclosure requirements for non-convertible Securities, Securitized Debt Instruments and/or Commercial Paper bearing reference number HO/49/14/14(7)2025-CFD-POD2/I/3762/2026 dated 30 January 2026, as amended from time to time.
SEBI Master Circular	shall mean the SEBI circular with reference number SEBI/HO/DDHS/DDHS-PoD/P/CIR/2025/0000000137 dated 15 October 2025, as may be amended, modified and supplemented from time to time.
SEBI NCS Regulations	shall mean SEBI (Issue and listing of Non-Convertible Securities) Regulations, 2021 issued *vide* notification No. SEBI/LAD-NRO/GN/2021/39 dated 9 August 2021, as may be amended from time to time.
Secured Assets	shall mean all the assets over which an Encumbrance is created or is required to be created.
Security Cover	Our Company shall maintain a minimum 125% security cover on the outstanding balance of the NCDs plus accrued interest thereon.
Security Cover Ratio	shall mean the minimum permissible ratio of Receivables comprising the Hypothecated Assets (excluding any Portfolio at Risk) to the Outstanding Principal Amounts to be maintained in accordance with the provisions of the Hypothecation Agreement;
Security	The principal amount of the NCDs to be issued in terms of this Key Information Document together with all interest due on the NCDs, as well as all costs, charges, all fees, remuneration of Debenture Trustee and expenses payable in respect thereof shall be secured by way of first ranking pari passu charge on all fixed assets (excluding immovable properties), current assets, including book debts, receivables, loans and advances and cash & bank balances (excluding reserves created in accordance with law and exclusive charge created in favour of secured charge holders in terms of their respective loan agreements/documents), both present and future of the Company ("**Hypothecated Receivables**"). Our Company will create the security for the NCDs in favour of the Debenture Trustee for the Debenture Holders holding the NCDs on the assets to ensure 125% security cover or higher of the amount outstanding including interest in respect of the NCDs at any time Without prejudice to the aforesaid, in the event our Company fails to execute the Debenture Trust Deed within the period specified in Regulation 18(1) of the SEBI NCS Regulations or such other time frame as may be stipulated from time-to-time, our Company shall also pay interest of at least 2% (two per cent) per annum to the NCD holders, over

Term	Description
	and above the interest rate on the NCDs specified in this Key Information Document, till the execution of the Debenture Trust Deed. The security shall be created prior to making the listing application for the NCDs with the Stock Exchange.
Security Documents	(a) the Hypothecation Agreement along with the power of attorney in relation to the Hypothecation Agreement; and (b) any other document that is designated as a Security Document by the Debenture Trustee and the Company.
Secured Parties	Debenture Trustee
Stock Exchange(s)	shall mean BSE
Subscribers	shall mean the initial subscribers to the Debentures.
Tangible Net Worth	shall mean the net worth (as defined in the Act) of the Company according to the latest available audited balance sheet, net of redeemable capital, intangible assets and deferred tax assets.
Transaction Documents/ Debenture Documents	has the meaning set forth in Section 7 (*Issue Details*) of this Key Information Document.
Tax Act	shall mean the Income Tax Act, 2025.
Taxes	shall mean any and all forms of direct and indirect taxes (including GST), duties including stamp duty, charges, cess, rates, surcharge, fees, levies, customs and import duties, excise taxes or other similar assessments including, without limitation, in relation to: (i) income, corporate tax, goods and services, gross receipts, ad valorem, assets, profession, entry, capital gains, buyback, dividends, distribution, minimum alternate tax, alternative or add-on minimum tax, municipal, property, interest, imports, impost, octroi, sales, use, transfer, equalisation levy, licensing, withholding, tax collection, tax payable in a representative assessee capacity, employment, payroll, imposed by any Governmental Authority, and (ii) any interest, fines, penalties, assessments, or additions to tax resulting from, attributable to, or incurred in connection with any such tax or any contest or dispute thereof.
Trading Days	shall mean a day (other than a Saturday or a Sunday) on which the BSE is open for trading.
Parties/ Party	shall mean collectively the Issuer and the Debenture Trustee.
Tripartite Agreement	Shall mean the agreements as entered into between the Issuer, Registrar and each of the Depositories under the terms of which the Depositories shall act as depositories for the securities issued by our Company.

Abbreviations

Abbreviation	Full form
Acuité	Acuité Ratings & Research Limited
BSE	BSE Limited
CDSL	Central Depository Services (India) Limited
Cr	Crore
DD	Demand Draft
DRR	Debenture Redemption Reserve
DP	Depository Participant
EBP	Electronic Book Provider
EFT	Electronic Fund Transfer
Financial Year/ FY	Each period of 12 (twelve) months commencing on 1 April of any calendar year and ending on 31 March of the subsequent calendar year.
ICCL	Indian Clearing Corporation Limited
"INR" or "Rs."	Indian Rupees
ISIN	International Securities Identification Number
NACH	National Automated Clearing House
NEFT	National Electronic Funds Transfer
NRI	Non- Resident Indian
NSDL	National Securities Depository Limited
OCB	Overseas Corporate Body
PAN	Permanent Account Number
QIBs	Qualified Institutional Buyers, as specified under the SEBI (Issue of Capital and Disclosure Requirements), Regulations, 2018.
QR	Quick Response
RBI	Reserve Bank of India
ROC	Registrar of Companies
RTGS	Real Time Gross Settlement
SEBI	Securities and Exchange Board of India
TDS	Tax Deductible at Source

Abbreviation	Full form
WDM	Wholesale Debt Market

2 DISCLAIMERS

DISCLAIMER OF THE STOCK EXCHANGE(S)

AS REQUIRED, A COPY OF THE ISSUE DOCUMENTS SHALL BE SUBMITTED TO THE STOCK EXCHANGE FOR HOSTING THE SAME ON ITS WEBSITE.

IT IS TO BE DISTINCTLY UNDERSTOOD THAT SUCH SUBMISSION OF THE ISSUE DOCUMENTS WITH STOCK EXCHANGE OR HOSTING THE SAME ON ITS WEBSITE SHOULD NOT IN ANY WAY BE DEEMED OR CONSTRUED THAT THE DOCUMENT HAS BEEN CLEARED OR APPROVED BY THE STOCK EXCHANGE; NOR DOES IT IN ANY MANNER WARRANT, CERTIFY OR ENDORSE THE CORRECTNESS OR COMPLETENESS OF ANY OF THE CONTENTS OF THE ISSUE DOCUMENTS; NOR DOES IT WARRANT THAT THE ISSUER'S DEBENTURES WILL BE LISTED OR CONTINUE TO BE LISTED ON THE STOCK EXCHANGE; NOR DOES IT TAKE RESPONSIBILITY FOR THE FINANCIAL OR OTHER SOUNDNESS OF THE ISSUER, ITS PROMOTERS, ITS MANAGEMENT OR ANY SCHEME OR PROJECT OF THE ISSUER. EVERY PERSON WHO DESIRES TO APPLY FOR OR OTHERWISE ACQUIRE THE DEBENTURES OF THE ISSUER MAY DO SO PURSUANT TO INDEPENDENT INQUIRY, INVESTIGATION AND ANALYSIS AND SHALL NOT HAVE ANY CLAIM AGAINST THE STOCK EXCHANGE WHATSOEVER BY REASON OF ANY LOSS WHICH MAY BE SUFFERED BY SUCH PERSON CONSEQUENT TO OR IN CONNECTION WITH SUCH SUBSCRIPTION/ACQUISITION WHETHER BY REASON OF ANYTHING STATED OR OMITTED TO BE STATED HEREIN OR ANY OTHER REASON WHATSOEVER.

ISSUER'S ABSOLUTE RESPONSIBILITY

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

DISCLAIMER OF THE DEBENTURE TRUSTEE

THE DEBENTURE TRUSTEE, "IPSO FACTO" DOES NOT HAVE THE OBLIGATIONS OF A BORROWER OR A PRINCIPAL DEBTOR OR A GUARANTOR AS TO THE MONIES PAID/INVESTED BY INVESTORS FOR THE DEBENTURES. THE DEBENTURE TRUSTEE DOES NOT MAKE NOR DEEMS TO HAVE MADE ANY REPRESENTATION ON THE ISSUER, ITS OPERATIONS, THE DETAILS AND PROJECTIONS ABOUT THE ISSUER OR THE DEBENTURES UNDER OFFER MADE IN THIS KEY INFORMATION DOCUMENT / PRIVATE PLACEMENT OFFER CUM APPLICATION LETTER. INVESTORS ARE ADVISED TO READ CAREFULLY THE KEY INFORMATION DOCUMENT / PRIVATE PLACEMENT OFFER CUM APPLICATION LETTER AND MAKE THEIR OWN ENQUIRY, CARRY OUT DUE DILIGENCE AND ANALYSIS ABOUT THE ISSUER, ITS PERFORMANCE AND PROFITABILITY AND DETAILS IN THE KEY INFORMATION DOCUMENT/ PRIVATE PLACEMENT OFFER CUM APPLICATION LETTER BEFORE TAKING THEIR INVESTMENT DECISION. THE DEBENTURE TRUSTEE SHALL NOT BE RESPONSIBLE FOR THE INVESTMENT DECISION AND ITS CONSEQUENCES.

DISCLAIMER CLAUSE OF RBI

THE COMPANY IS HAVING A VALID CERTIFICATE OF REGISTRATION DATED JUNE 9, 2016 UNDER SECTION 45 IA OF THE RESERVE BANK OF INDIA ACT, 1934. A COPY OF THIS ISSUE DOCUMENT HAS

NOT BEEN FILED WITH OR SUBMITTED TO THE RESERVE BANK OF INDIA ("RBI"). IT IS DISTINCTLY UNDERSTOOD THAT THIS ISSUE DOCUMENT SHOULD NOT IN ANY WAY BE DEEMED OR CONSTRUED TO BE APPROVED OR VETTED BY RBI. RBI DOES NOT ACCEPT ANY RESPONSIBILITY OR GUARANTEE ABOUT THE PRESENT POSITION AS TO THE FINANCIAL SOUNDNESS OF THE ISSUER OR FOR THE CORRECTNESS OF ANY OF THE STATEMENTS OR REPRESENTATIONS MADE OR OPINIONS EXPRESSED BY THE ISSUER AND FOR DISCHARGE OF LIABILITY BY THE ISSUER. RBI NEITHER ACCEPTS ANY RESPONSIBILITY NOR GUARANTEE FOR THE PAYMENT OF ANY AMOUNT DUE TO ANY INVESTOR IN RESPECT OF THE PROPOSED NCDS.

DISCLAIMER OF THE CREDIT RATING AGENCY

THE RATINGS BY THE CREDIT RATING AGENCY SHOULD NOT BE TREATED AS A RECOMMENDATION TO BUY, SELL OR HOLD THE RATED DEBENTURES. THE CREDIT RATING AGENCY RATINGS ARE SUBJECT TO A PROCESS OF SURVEILLANCE WHICH MAY LEAD TO A REVISION IN RATINGS. PLEASE VISIT CREDIT RATING AGENCY' WEBSITE OR CONTACT THE CREDIT RATING AGENCY' OFFICE FOR THE LATEST INFORMATION ON CREDIT RATING AGENCY' RATING. ALL INFORMATION CONTAINED HEREIN HAS BEEN OBTAINED BY THE CREDIT RATING AGENCY FROM SOURCES BELIEVED BY IT TO BE ACCURATE AND RELIABLE. ALTHOUGH REASONABLE CARE HAS BEEN TAKEN TO ENSURE THAT THE INFORMATION HEREIN IS TRUE, SUCH INFORMATION IS PROVIDED 'AS IS' WITHOUT ANY WARRANTY OF ANY KIND, AND THE CREDIT RATING AGENCY IN PARTICULAR, MAKE NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY, TIMELINESS OR COMPLETENESS OF ANY SUCH INFORMATION. ALL INFORMATION CONTAINED HEREIN MUST BE CONSTRUED SOLELY AS STATEMENTS OF OPINION AND THE CREDIT RATING AGENCY SHALL NOT BE LIABLE FOR ANY LOSSES INCURRED BY USERS FROM ANY USE OF THIS PUBLICATION OR ITS CONTENTS. MOST ENTITIES WHOSE BANK FACILITIES / INSTRUMENTS ARE RATED BY THE CREDIT RATING AGENCY HAVE PAID A CREDIT RATING FEE, BASED ON THE AMOUNT AND TYPE OF BANK FACILITIES / INSTRUMENTS.

THE RATING / OUTLOOK MAY UNDERGO CHANGE IN CASE OF WITHDRAWAL OF CAPITAL OR THE UNSECURED LOANS BROUGHT IN IN ADDITION TO THE FINANCIAL PERFORMANCE AND OTHER RELEVANT FACTORS. PLEASE REFER TO ANNEXURE 1 (*CREDIT RATING LETTER AND RATING RATIONALE AND PRESS RELEASE*) OF THIS KEY INFORMATION DOCUMENT FOR THE CREDIT RATING RATIONALE AND FURTHER DETAILS.

DISCLAIMER STATEMENT FROM OUR COMPANY, OUR DIRECTORS AND THE MERCHANT BANKER

OUR COMPANY, OUR DIRECTORS AND THE MERCHANT BANKER ACCEPTS NO RESPONSIBILITY FOR STATEMENTS MADE OTHER THAN IN THIS ISSUE DOCUMENT OR IN THE ADVERTISEMENTS OR ANY OTHER MATERIAL ISSUED BY OR AT OUR COMPANY'S INSTANCE IN CONNECTION WITH THE ISSUE OF THE NCDS AND ANYONE PLACING RELIANCE ON ANY OTHER SOURCE OF INFORMATION INCLUDING OUR COMPANY'S WEBSITE, OR ANY WEBSITE OF ANY AFFILIATE OF OUR COMPANY WOULD BE DOING SO AT THEIR OWN RISK. THE MERCHANT BANKER ACCEPT NO RESPONSIBILITY, SAVE TO THE LIMITED EXTENT AS PROVIDED IN THE ISSUE AGREEMENT.

ONE AMONG OUR COMPANY OR THE MERCHANT BANKER IS LIABLE FOR ANY FAILURE IN UPLOADING THE APPLICATION DUE TO FAULTS IN ANY SOFTWARE/ HARDWARE SYSTEM OR OTHERWISE; BY VARIOUS PARTIES INVOLVED IN, OR ANY OTHER FAULT, MALFUNCTIONING OR BREAKDOWN IN, OR OTHERWISE, IN THE EBP MECHANISM.

INVESTORS WHO MAKE AN APPLICATION IN THE ISSUE WILL BE REQUIRED TO CONFIRM AND WILL BE DEEMED TO HAVE REPRESENTED TO OUR COMPANY, THE MERCHANT BANKER AND THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS, AFFILIATES, AND REPRESENTATIVES THAT THEY ARE ELIGIBLE UNDER ALL APPLICABLE LAWS, RULES, REGULATIONS, GUIDELINES AND APPROVALS TO ACQUIRE THE NCDS AND WILL NOT ISSUE, SELL, PLEDGE, OR TRANSFER THE NCDS TO ANY PERSON WHO IS NOT ELIGIBLE UNDER ANY APPLICABLE LAWS, RULES, REGULATIONS, GUIDELINES AND APPROVALS TO ACQUIRE THE NCDS. OUR COMPANY, THE MERCHANT BANKER AND THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS, AFFILIATES, AND REPRESENTATIVES ACCEPT NO RESPONSIBILITY OR LIABILITY FOR ADVISING ANY INVESTOR ON WHETHER SUCH INVESTOR IS

ELIGIBLE TO ACQUIRE THE NCDS BEING OFFERED IN THE ISSUE.

DISCLAIMER IN RESPECT OF JURISDICTION

THE ISSUE IS BEING MADE IN INDIA. THIS ISSUE DOCUMENT WILL NOT, HOWEVER CONSTITUTE AN OFFER TO SELL OR AN INVITATION TO SUBSCRIBE FOR THE NCDS OFFERED HEREBY IN ANY JURISDICTION OTHER THAN INDIA TO ANY PERSON TO WHOM IT IS UNLAWFUL TO MAKE AN OFFER OR INVITATION IN SUCH JURISDICTION. ANY PERSON INTO WHOSE POSSESSION THIS ISSUE DOCUMENT COMES IS REQUIRED TO INFORM HIMSELF OR HERSELF ABOUT, AND TO OBSERVE, ANY SUCH RESTRICTIONS.

DISCLAIMER OF ARRANGERS

Not Applicable

3 RISK FACTORS

An investment in Debentures involves risks. These risks may include, among others, equity market, bond market, interest rate, market volatility and economic, political and regulatory risks and any combination of these and other risks. Some of these are briefly discussed below. Potential investors and subsequent purchasers of the Debentures should be experienced with respect to transactions in instruments such as the Debentures. Potential investors and subsequent purchasers of the Debentures should understand the risks associated with an investment in the Debentures and should only reach an investment decision after careful consideration, with their legal, tax, accounting and other advisers, of (a) the suitability of an investment in the Debentures in the light of their own particular financial, tax and other circumstances and (b) the information set out in this Key Information Document. Unless the context requires otherwise, the risk factors described below apply to the Issuer only. If any one of the risks enumerated below occurs, the Issuer's business, financial conditions and results of operations could suffer and therefore, the value of Issuer's Debentures could decline.

The financial and other related implications of the risk factors, wherever quantifiable, have been disclosed in the risk factors mentioned below. However, there are certain risk factors where the financial impact is not quantifiable and, therefore, cannot be disclosed in such risk factors.

Risks in relation to the Debentures

(A) Changes in interest rates may affect the price of our Debentures which frequently accompany inflation and/or a growing economy, are likely to have a negative effect on the price of our Debentures.

All securities where a fixed rate of interest is offered, such as our 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 fall or rise in the prices is a function of the existing coupon, days to maturity and the increase or decrease in the level of prevailing interest rates. Increased rates of interest, which frequently accompany inflation and/or a growing economy, are likely to have a negative effect on the price of our Debentures.

(B) You may not be able to recover, on a timely basis or at all, the full value of the outstanding amounts and/or the interest accrued thereon in connection with the Debentures. Failure or delay in recovering the expected value from a sale or disposition of the assets charged as security in connection with the Debentures could expose the debenture holder to a potential loss.

Our ability to pay interest accrued on the Debentures and/or the principal amount outstanding from time to time in connection therewith would be subject to various factors inter alia including our financial condition, profitability and the general economic conditions in India and in the global financial markets. We cannot assure you that we would be able to repay the principal amount outstanding from time to time on the Debentures and/or the interest accrued thereon in a timely manner or at all.

Further, in case of Debentures, although our Company will create appropriate security in favour of the Debenture Trustee to the Issue for the Debenture Holders for the Debentures on the assets adequate to ensure 100.00% security cover on the outstanding amounts of the Debentures and interest thereon, the realisable value of the secured assets may be lower than the outstanding principal and/or interest accrued thereon in connection with the Debentures. A failure or delay in recovering the expected value from a sale or disposition of the assets charged as security in connection with the Debentures could expose debenture holders to a potential loss.

(C) The possibility of recovery of 125% of the amount shall depend on the market scenario prevalent at the time of enforcement of the security.

While the debenture is secured against a charge to the tune of 125% 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 125% of the amount shall depend on the market scenario prevalent at the time of enforcement of the security.

(D) If secured, any risks in relation to maintenance of security cover or full recovery of the security in case of enforcement

The Debentures are proposed to be secured by certain receivables as described in this Key Information Document and other Transaction Documents. In the event that the Company is unable to meet its payment and other obligations towards potential investors under the terms of the Transaction Documents, the Debenture Trustee may enforce the security in accordance with the terms of the Transaction Documents. The potential investors’ recovery in relation to the Debentures will be inter alia subject to (i) the market value of the security; and (ii) finding a willing buyer for the security at a price sufficient to repay the amounts due and payable to the potential investors’ amounts outstanding under the Debentures.

(E) There is no assurance that the Debentures issued pursuant to this Issue will be listed on BSE Limited in a timely manner, or at all.

In accordance with Indian law and practice, permission for listing and trading of the Debentures issued pursuant to this Issue will not be granted until after the Debentures have been issued and allotted. Approval for listing and trading will require all relevant documents authorising the issue of Debentures to be submitted. There could be a failure or delay in listing the Debentures in BSE.

(F) There may be no active market for the Debentures on the retail debt market/capital market segment of the BSE. As a result, the liquidity and market prices of the Debentures may fail to develop and may accordingly be adversely affected.

There can be no assurance that an active market for the Debentures will develop. If an active market for the Debentures fails to develop or be sustained, the liquidity and market prices of the Debentures may be adversely affected. The liquidity and market prices of the Debentures can be expected to vary with changes in market and economic conditions, our financial condition and prospects and other factors that generally influence market price of Debentures. The market price of the Debentures would depend on various factors *inter alia* including (i) the interest rate on similar securities available in the market and the general interest rate scenario in the country, (ii) the market for listed debt securities, (iii) general economic conditions, (iv) our financial performance, growth prospects and results of operations, and (v) limited and sporadic trading. The aforementioned factors may adversely affect the liquidity and market price of the Debentures, which may trade at a discount to the price at which you purchase the Debentures and/or be relatively illiquid.

(G) 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.

Issuer's ability to comply with the covenants is subject to various factors including financial condition, profitability, and the general economic conditions in India and in the global financial markets. In accordance with the terms and conditions of the outstanding debt instruments, deposits, or borrowings, any failure to comply with the material covenants could lead to significant risks. These covenants may include the creation of security as per terms agreed, default in payment of interest, default in redemption or repayment, and default in payment of penal interest, among others.

While the Issuer shall take all necessary steps to comply with the covenants within the timelines prescribed under the agreements and the applicable law, there could be a failure or delay in compliance due to unforeseen circumstances. Any such default could lead to penalties, legal actions, or even trigger a default on other obligations under cross-default provisions which may adversely affect our business, results of operations, financial condition and cash flows. There is no assurance that the Issuer will be able to avoid such defaults, and any such event could expose you to significant financial and legal risks. It is important for investors to understand these risks and consider them when making their investment decisions.

(H) Our Company may raise further borrowings and charge its assets after receipt of necessary consents from its existing lenders. In such a scenario, the Debenture Holders holding Debentures will rank pari passu with other secured creditors and to that extent, may reduce the amounts recoverable by the Debenture Holders upon our Company's bankruptcy, winding up or liquidation.

Our Company may, subject to receipt of all necessary consents from its existing lenders and the Debenture Trustee to the Issue, raise further borrowings and charge its assets. Our Company is free to decide the nature of security that may be provided for future borrowings. In such a scenario, the Debenture Holders holding Debentures will rank pari passu with other creditors and to that extent, may reduce the amounts recoverable by the Debenture Holders upon our Company's bankruptcy, winding up or liquidation.

(I) Payments to be made on the Debentures are subordinated to certain taxes and other liabilities preferred by law. In the event of bankruptcy, liquidation or winding up, there may not be sufficient assets of our Company remaining, to pay amounts due on the Debentures.

The Debentures will be subordinated to certain liabilities preferred by law such as the claims of the Government on account of taxes, and certain liabilities incurred in the ordinary course of our business. In particular, in the event of bankruptcy, liquidation or winding-up, our Company's assets will be available to pay obligations on the Debentures only after all of those liabilities that rank senior to the Debentures have been paid as per Section 327 of the Companies Act, 2013 or Section 53 of the Insolvency and Bankruptcy Code, 2016, as the case maybe. In the event of bankruptcy, liquidation or winding-up, there may not be sufficient assets remaining to pay amounts, due on the Debentures.

(J) We cannot guarantee the accuracy or completeness of facts and other statistics with respect to India, the Indian economy and the NBFC, gold loan industry, Personal Loan industry and MSME Loan industry contained in this Key Information Document.

While facts and other statistics in this Key Information Document relating to India, the Indian economy as well as the gold loan industry have been based on various publications and reports from agencies that we believe are reliable, we cannot guarantee the quality or reliability of such materials, particularly since there is limited publicly available information specific to the gold loan industry, personal loan industry and MSME loan industry. While we have taken reasonable care in the reproduction of such information, industry facts and other statistics, the same have not been prepared or independently verified by us or any of our respective affiliates or advisors and, therefore we make no representation as to their accuracy or completeness. Due to possibly flawed or ineffective data collection methods or discrepancies between published information and market practice and other problems, the statistics herein may be inaccurate or may not be comparable to statistics produced elsewhere and should not be unduly relied upon. Further, there is no assurance that they are stated or compiled on the same basis or with the same degree of accuracy, as the case may be, elsewhere.

(K) The Issuer, being a NBFC is not required to maintain a debenture redemption reserve ("DRR").

As per the provisions of Section 71 of the Companies Act read with Rule 18 of the Share Capital and Debentures Rules, no debenture redemption reserve is required to be created by Non-Banking Financial Companies registered with the Reserve Bank of India under Section 45IA of the Reserve Bank of India Act, 1934 in respect of privately placed debentures. Pursuant to this rule, the Company being a non-banking financial company registered with Reserve Bank of India, is not required to create debenture redemption reserve in respect of NCDs under this KID. Hence, investors shall not have the benefit of reserve funds to cover the re-payment of the principal and interest on the Debentures.

4 ISSUE RELATED TERMS

Term	Description
Debenture Trustee to the Issue MITCON CREDENTIA PARTNER WITH TRUSTED CREDENTIALS	**MITCON CREDENTIA TRUSTEESHIP SERVICES LIMITED** 1402/1403, B wing, Dalamal Tower, 14th Floor, Free Press Journal Marg, 211 Nariman Point, Mumbai 400 021, Maharashtra, India **Tel:** +91 22 22828200 **Email**: contact@mitconcredentia.in **Website**: www.mitconcredentia.com **Contact Person**: Vaishali Urkude
Merchant Banker to the Issue VIVRO	**VIVRO FINANCIAL SERVICES PRIVATE LIMITED** Vivro House 11, Shashi Colony, Opposite Suvidha Shopping Center, Paldi, Ahmedabad – 380 007, Gujarat, India **Tel:** +91 794 40 4242/40/41 **Email:** investors@vivro.net **Website:** www.vivro.net **Contact Person:** Jay Dodiya / Megha Kella
Credit Rating Agency for the Debentures Acuite RATINGS & RESEARCH	**Acuité Ratings & Research Limited** 708, Lodha Supremus, Lodha iThink Techno Campus, Kanjurmarg (East), Mumbai - 400 042, Maharashtra **Tel**: +91 99698 98000 **Email**: chitra.mohan@acuite.in **Website**: www.acuite.com **Contact Person**: Chitra Mohan
Date of Key Information Document	July 3, 2026
Type of Key Information Document	Private Placement

Term	Description
Security Name	Refer Section 7 (B) Option Specific Terms
Type of Instrument	Secured, Redeemable, Non-Convertible Debentures
The nature, number, price and amount of securities offered and issue size (base issue or green shoe), as may be applicable	25,000 (Twenty Five Thousand) Secured, Redeemable, Non-Convertible Debentures of a face value of ₹ 10,000 (Indian Rupees Ten Thousand only) each aggregating up to ₹ 25,00,00,000 (Indian Rupees Twenty Five Crore only).
The aggregate amount proposed to be raised through all the stages of offers of non-convertible securities made through the shelf prospectus under Section 31 of the Act	Not Applicable
Issue Schedule: **1. Issue Opening Date** **2. Issue Closing Date** **3. Date of earliest closing of the issue** **4. Pay – in – Date** **5. Deemed Date of Allotment**	 July 8, 2026 July 8, 2026 July 8, 2026 July 9, 2026 July 9, 2026 The Issuer reserves the right to change the Issue Schedule in accordance with Applicable Laws.
Credit Rating / All the ratings obtained for the private placement	Acuité BBB-/Stable (pronounced as Acuité triple B minus rating with a stable outlook) for an amount of ₹200 Crore by Acuité Ratings & Research Limited vide their letter dated March 9, 2026. The rating letters and rationales as released by Credit Rating Agency are attached as **Annexure 1** (*Credit Rating Letter and Rating Rationale and Press Release*) of this Key Information Document.
Name(s) of the stock exchanges where the securities are proposed to be listed	BSE
Details of Eligible Investors / Participants	has the meaning set forth in Section 7 (*Issue Details*) of this Key Information Document.
Coupon Rate	has the meaning set forth in Section 7 (*Issue Details*) of this Key Information Document.
Coupon Payment Frequency	has the meaning set forth in Section 7 (*Issue Details*) of this Key Information Document.
Coupon Payment Date(s)	has the meaning set forth in Section 7 (*Issue Details*) of this Key Information Document.
Redemption Date	has the meaning set forth in Section 7 (*Issue Details*) of this Key Information Document.

Term	Description
Redemption Amount	has the meaning set forth in Section 7 (*Issue Details*) of this Key Information Document.
Details about underwriting of the issue including the amount undertaken to be underwritten by the underwriters	Not Applicable
Compliance clause in relation to electronic book mechanism and details pertaining to the uploading of the Key Information Document and the General Information Document on the electronic book provider platform	Not Applicable

4.1 **Credit Rating of Debentures**

The Debentures have been rated Acuité BBB-/Stable (pronounced as Acuité triple B minus rating with a stable outlook) for an amount of ₹200 Crore by Acuité Ratings & Research Limited vide their letter dated March 9, 2026. The Issuer declares that the ratings provided by the Rating Agency are valid as on the date of issuance and listing of the Debentures.

The rating is not a recommendation to buy, sell or hold the Debentures and investors should take their own decision. The rating may be subject to suspension, revision or withdrawal at any time by the assigning Credit Rating Agency. The Credit Rating Agency have a right to revise, suspend or withdraw the rating at any time on the basis of factors such as new information or unavailability of information or other circumstances which the Credit Rating Agency believe may have an impact on its rating.

Please refer to **Annexure 1** (*Credit Rating Letter and Rating Rationale and Press Release*) of this Key Information Document for the detailed press release along with credit rating rationale adopted by the Credit Rating Agency. The Issuer hereby declares that the ratings issued by the Credit Rating Agency are valid as on the date of issuance and listing of the Debentures.

4.2 **Listing of Debentures**

The Debentures are proposed to be listed on the wholesale debt market segment of the BSE. The Stock Exchange has given its in-principle listing approval for the Debentures proposed to be offered through this Key Information Document *vide* their letter dated June 24, 2026. Please refer to **Annexure 2** (*In Principle Approval Granted by the Stock Exchange*) of this Key Information Document for the 'in-principle' listing approval from the Stock Exchange.

The Debentures shall be listed on BSE within 3 (three) working days from the Issue closure date.

The Issuer confirms that in case of delay in listing of Debentures beyond the listing timelines, the Issuer will pay penal interest, of 1% (one percent) per annum over and above the coupon rate for the period of delay to the investor (i.e. from Deemed Date of Allotment to the date of listing).

4.3 **Recovery Expense Fund**

The Issuer shall create and maintain a recovery expense fund in relation to the Debentures with the Stock Exchange in accordance with the SEBI DT Master Circular.

4.4 **Creation of Settlement Guarantee Fund**

Not Applicable

4.5 Issue Schedule

ISSUE SCHEDULE	
Issue Opening Date	July 8, 2026
Issue Closing Date	July 8, 2026
Date of earliest closing of the Issue	July 8, 2026
Pay-In Date	July 9, 2026
Deemed Date of Allotment	July 9, 2026

4.6 Name and contact details of Legal Counsel and Other Parties

Parties	Particulars
Legal Counsel to the Issuer	Khaitan & Co One World Centre, 13th Floor, Tower 1, 841 Senapati Bapat Marg, Mumbai 400 013 Phone: +91 22 66365000
Guarantor, if applicable	Personal Guarantors: **1.** Umadevi Anilkumar: Address: Errekheth House, Sugrtham, Santhi Nagar, Irinjalakuda, North P. O., Thrissur, Kerala, India - 680125 Email: uma@iclfincorp.com Telephone: : +91 8589020186 **2.** Kuzhuppilly Govinda Menon Anilkumar Address: Errekheth House, Sugrtham, Santhi Nagar, Irinjalakuda, North P. O., Thrissur, Kerala - 680125, India. Email: anil@iclfincorp.com Telephone: + 91 8589020137

4.7 Expenses of the Issue

The expenses for this Issue inter alia include the fees payable to intermediaries, listing fees and any other expense directly related to the Issue.

The Issue expenses and listing fees will be paid by our Company.

The estimated breakdown of the total expenses along with a break-up for each item of expense, including details of the fees payable (in terms of amount, as a percentage of total issue expenses and as a percentage of total issue size), as applicable:*

Activity	Estimated expenses (₹ in thousands)	As a % of the total estimated Offer expenses	As a % of the total Offer size
Fees payable to the merchant bankers	1,000.00	0.40%	36.19%
Underwriting commission	-	0.00%	0.00%
Brokerage, selling commission and upload fees	250.00	0.10%	9.05%
Other			
Fees Payable to Credit Rating agency	-	0.00%	0.00%
Fee payable to the registrars to the Issue	-	0.00%	0.00%
Fee payable to the legal advisors	1,050.00	0.42%	38.00%
Advertising and marketing expenses	-	0.00%	0.00%
Fees payable to the regulators including stock exchange and depository	83.05	0.03%	3.01%
Expenses incurred on printing and distribution of issue stationary	-	0.00%	0.00%
Any other fees, commission or payments under whatever Nomenclature	380.00	0.15%	13.75%
Total Expenses	**2,763.05**	**1.11%**	**100.00%**

**Assuming the Issue is fully subscribed*. *The expenses are indicative and are subject to change depending on the actual level of subscription to the Issue and the number of allottees, market conditions and other relevant factors.*

4.8 **Registrar and Transfer Agent to the Issue**

The Company has appointed Cameo Corporate Services Limited, having its office at Subramanian Building, No.1 Club House Road, Chennai – 600002, Tamil Nadu, India as the Registrar for the Issue. A copy of the consent letter from the Registrar is attached in this Key Information Document as **Annexure 3** (*Consent of the Registrar and Transfer Agent*) of this Key Information Document.

4.9 **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 Debenture Trustees Regulations made accessible through a web-link or a static quick response code displayed in the issue document:**

Mitcon Credentia Trusteeship Services Limited having its office at 1402/1403, B wing, Dalamal Tower, 14th Floor, Free Press Journal Marg, 211 Nariman Point, Mumbai 400 021, Maharashtra, India has been appointed as Debenture Trustee for the proposed Issue. The Debenture Trustee has given its written consent for its appointment in accordance with the SEBI Regulations. The Debenture Trustee has also given its consent for the inclusion of its name as debenture trustee in the form and context in which it appears in this Key Information Document and all subsequent periodical communications to be sent to the holders of the Debentures. The consent letter from the Debenture Trustee is attached as **Annexure 4** (*Consent of the Debenture Trustee*) of this Key Information Document. Please refer to the weblink to access the debenture trustee appointment agreement herein: **https://www.iclfincorp.com/fileupload/FtWD7WZEfF**

The Company has entered into a Debenture Trustee Agreement with the Debenture Trustee. The Company will enter into a Debenture Trust Deed, *inter-alia*, specifying the powers, authorities and obligations of the Company and the Debenture Trustee in respect of the Debentures.

The Debenture Holders shall, by subscribing to the Debentures or by purchasing the Debentures and without any further act or deed, be deemed to have irrevocably given their consent to and authorised the Debenture Trustee or any of their Agents or authorised officials to do, *inter alia*, all such acts, deeds and things necessary in respect of or relating to the Debentures being offered in terms of this Key Information Document. All rights and remedies under the Debenture Trust Deed / Debenture Trustee Agreement and/or other 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 pro tanto 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.

The Debenture Trustee will protect the interest of the Debenture Holders in the Event of Default by the Company in regard to timely payment of interest and Redemption Amount and they will take necessary action at the cost of the Issuer. However, the Debenture Trustee, ipso facto does not have the obligations of a borrower or issuer or a principal debtor or a guarantor as to the monies paid / invested by investors for the Debentures.

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

The Debentures are backed by personal guarantee provided by Mr. Kuzhuppilly Govinda Menon Anilkumar and Ms. Umadevi Anilkumar, pursuant to the Deeds of Personal Guarantee provided in favour of the Debenture Trustee in respect of all the Payment Obligations.

On the failure of Issuer to discharge its Payment Obligations in part or full on a timely basis, the Guarantor shall, upon written demand from the Debenture Trustee substantially in the form set in their respective Deeds of Personal Guarantee, pay to the Debenture Trustee without demur or protest, within 2 Business Days of such demand certificate, the amount stated therein.

4.11 **Disclosure of cash flow with date of interest/ redemption payment as per day count convention:**

(a) **Day count convention for dates on which the payments in relation to the Debentures which need to be made:**

Any interest, Coupon or fee accruing under a Debenture Document will be computed on the basis of the actual number of days elapsed and a year of 365 (three hundred and sixty-five) days or, in case of a leap year, a year of 366 (three hundred and sixty-six) days.

If any of the Coupon Payment Date(s) other than on Redemption Date falls on a day which is not a Business Day, the payment due on such date may be made on the immediately succeeding Business Day. However, the dates of the future coupon payments would be as per the schedule originally stipulated at the time of issuing the Debentures. In other words, the subsequent coupon schedule would not be disturbed merely because the payment date in respect of any earlier coupon payment that has been postponed because of it having fallen on a day which is not a Business Day. It is further clarified that the amount of interest payable on each such Coupon Payment Date will be calculated as if Coupon Payment Date remained as per the schedule originally stipulated at the time of issuing the Debentures.

If the Redemption Date falls on a day which is not a Business Day, payment in respect of Redemption Amount (along with interest accrued on the Debentures until but excluding the date of such payment) shall be made one Business Day prior to the Redemption Date.

(b) **Procedure and time schedule for allotment and issue of Debentures:**

Please refer to Section 7 (*Issue Details*) of this Key Information Document.

(c) **Illustration on coupon payment dates and redemption date and cash flows emanating from the Debt Securities:**

Please refer to the Section 8 (*Illustration of Cash Flows*) of this Key Information Document.

4.12 **Other Details**

(a) **Debenture Redemption Reserve creation - relevant legislations and applicability**

In accordance with amendments to the Companies Act, 2013, and the Companies (Share Capital & Debentures) Rules 2014, read with the SEBI NCS Regulations, an NBFC registered with RBI under section 45 IA of the Reserve Bank of India Act, 1934, is not required to create a debenture redemption reserve ("**Debenture Redemption Reserve**") for the purpose of redemption of debentures. Pursuant to the amendment to the Companies (Share Capital & Debentures) Rules 2014, notified on August 16, 2019, and as on the date of filing of this Key Information Document, our Company is not required to create Debenture Redemption Reserve for the purpose of redemption of the Debentures. Accordingly, no debenture redemption reserve shall be created by our Company for the purpose of redemption of the Debentures or in connection with the Issue. Our Company shall deposit or invest, as the case may be, before the 30th day of April of each year a sum which shall not be less than 15% of the amount of its debentures maturing during the year ending on the 31st day of March of the next year in any one or more following methods: (a) in deposits with any scheduled bank, free from charge or lien; (b) in unencumbered securities of the Central Government or of any State Government; (c) in unencumbered securities mentioned in clauses (a) to (d) and (ee) of Section 20 of the Indian Trusts Act, 1882; (d) in unencumbered bonds issued by any other company which is notified under clause (f) of Section 20 of the Indian Trusts Act, 1882. The abovementioned amount deposited or invested, must not be utilized for any purpose other than for the repayment of debentures maturing during the year provided that the amount remaining deposited or invested must not at any time fall below 15% of the amount of debentures maturing during year ending on the 31st day of March of that year, in terms of the applicable law.

(b) **Issue/instrument specific regulations – relevant details (Companies Act, RBI guidelines etc.)**

The Debentures offered are subject to provisions of the Companies Act, SEBI NCS Regulations, SEBI LODR Regulations, Securities Contracts (Regulation) Act, 1956, as amended, the Depositories Act, 1996, as amended and rules and regulations made under these enactments.

(c) **Governing Law and Provisions**

The Debentures offered are subject to provisions of the Companies Act, 2013, Securities Contracts (Regulation) Act, 1956, Terms of the General Information Document, this Key Information Document, instructions contained in the Application Form and other terms and conditions as may be incorporated in the Debenture Trustee Agreement and/or Debenture Trust Deed, if any. Over and above such terms and conditions, the Debentures shall also be subject to the applicable provisions of the Depositories Act, 1996 and the laws as applicable, guidelines, notifications and regulations relating to the allotment and issue of capital and listing of securities issued from time to time by SEBI, concerned Stock Exchange or any other authorities and other documents that may be executed in respect of the Debentures.

The Transaction Documents and the rights and obligations of the Parties thereunder shall be construed in accordance with and be governed by the laws of India. For all matters for which the courts of law would have jurisdiction, the courts and tribunals in Chennai shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Transaction Documents and that accordingly any proceedings arising out of or in connection with the Transaction Documents may be brought in such courts or the tribunals and the Issuer irrevocably submits to and accepts for itself and in respect of their property, generally and unconditionally, the jurisdiction of those courts or tribunals.

(d) **Default in Payment:**

In case the Company fails to make the payment on any Due Date, the Company shall be liable to pay default interest which shall be calculated at the rate of 2% (two per cent) over and above the applicable Coupon Rate for the period until such Event of Default ceases to exists or is cured to the satisfaction of the Debenture Trustee (acting on the instructions of the Debenture Holders).

(e) **Delay in Listing:**

In accordance with the Chapter VII of the SEBI Master Circular, in the event there is any delay in listing of the Debentures within 3 (three) working days from the Issue closure date, the Company shall pay Coupon to the Debenture Holders, at a rate which is 1% (one percent) per annum (or such other rate as prescribed under Applicable Laws) over and above the Coupon Rate on the Outstanding Amounts for the period of delay i.e., from the Deemed Date of Allotment until the listing of the Debentures are completed.

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

Not Applicable, as all benefits related to the Debentures will be available to the allottees 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.

4.13 **Instrument Specific Details**

(i) **Issue Size and Nature of Instrument**

Please refer to Section 7 (*Issue Details*) of this Key Information Document.

(ii) **Objects of the Issue / Details of utilisation of Issue proceeds**

Please refer to Section 7 (*Issue Details*) of this Key Information Document.

(iii) **Face Value, Issue Price, Effective Yield for Investor**

Please refer to Section 7 (*Issue Details*) of this Key Information Document.

(iv) **Minimum Application**

The minimum application shall be 1,000 (One Thousand) Debentures having face value of ₹ 10,000 (Indian Rupees Ten Thousand) each and in multiple of 1 (one) Debenture thereafter.

(v) **Interest rate parameter - Zero coupon, fixed coupon or floating coupon**

Please refer to Section 7 (*Issue Details*) of this Key Information Document.

(vi) **Minimum Subscription**

Please refer to Section 7 (*Issue Details*) of this Key Information Document.

(vii) **Deemed Date of Allotment**

All benefits related to the Debentures will be available to the allottees 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.

(viii) **Credit of Debentures**

The Company shall credit the Debentures in no later than 2 (two) Business Days from the Issue Closing Date. The Company shall allot the Debentures and credit the debentures in the beneficiary account of the investor(s) ("**Beneficiary Account**") with NSDL and CDSL.

(ix) **Depository Arrangements**

The Company has made necessary depository arrangements with NSDL and CDSL for the Issue and holding of Debentures in the dematerialised form by investors. In this context, the Company has signed tripartite agreements as under:

(a) Tripartite agreement dated July 30, 2018 among the Company, the Registrar and CDSL; and

(b) Tripartite agreement dated August 1, 2018 among the Company, the Registrar and NSDL, respectively for offering depository option to the investors.

(x) **Listing**

The Debentures would be listed on the wholesale debt market segment of BSE, with BSE as the designated stock exchange for the Issue ("**Stock Exchange**"). The Company shall comply with the requirements of the simplified listing agreement read with SEBI LODR Regulations, to the extent applicable to it, on a continuous basis. The Company shall submit all duly completed documents to the Stock Exchange, SEBI, ROC or any other Governmental Authority, as are required under Applicable Laws and obtain the listing of the Debentures.

The Company shall seek listing permission from stock exchange within 3 (three) working days from the closure of the Issue. In case of delay in listing of the Debentures beyond 3 (three) working days from closure of the Issue, the Company shall pay additional interest of 1% (one percent) per annum in addition to the Coupon Rate for the period of delay i.e., from the relevant Deemed Date of Allotment until the listing of the Debentures are completed.

(xi) **Coupon Rate**

Please refer to Section 7 (*Issue Details*) of this Key Information Document.

(xii) **Security**

Please refer to Section 7 (*Issue Details*) of this Key Information Document.

(xiii) **Security Creation**

Please refer to Section 7 (*Issue* Details) of this Key Information Document.

(xiv) **Buyback**

Not Applicable

(xv) **Permission from the prior creditors for creation of pari passu charge**

All relevant consents have been obtained from the creditors.

(xvi) **Market Lot**

The market lot will be one Debenture. Since the Debentures are being issued only in dematerialised form, the odd lots will not arise either at the time of issuance or at the time of transfer of Debentures.

Interest on Application Money

No interest on application money will be payable to the investors.

(xvii) **Record Date**

The Record Date for payment of interest in connection with the Secured NCDs or repayment of principal or exercise of put option in connection therewith shall be 15 days prior to the date on which interest is due and payable, the date of redemption and/or the put option date, respectively to the extend applicable. Provided that trading in the Secured NCDs shall remain suspended between the aforementioned Record Date in connection with redemption of Secured NCDs/put option and the date of redemption or as prescribed by the Stock Exchange, as the case may be to the extend applicable.

In case Record Date falls on a day when Stock Exchange is having a trading holiday, the immediate subsequent trading day will be deemed as the Record Date.

Interest and/or Redemption Amount shall be paid to the person whose name appears as sole / first holder in the Register of Debenture Holder(s) / Beneficial Owner(s) at the close of the Record Date. In the event of the Company not receiving any notice of transfer at least 15 (fifteen) days before the Coupon Payment Date and/ or the Redemption Date of payment of interest and at least 15 (fifteen) days prior to the Redemption Date, as the case may be, the transferees of such Debentures shall not have any claim against the Company in respect of interest and/or Redemption Amount so paid to the registered Debenture Holders.

In case of those Debentures for which the Beneficial Owner is not identified by the Depository at the close of the Record Date, the Company would keep in abeyance the payment of interest or other benefits, till such time that the Beneficial Owner is identified by the Depository and conveyed to the Company, whereupon the interest or benefits will be paid to the beneficiaries, as identified, within a period of 30 (thirty) days from the date of such notification by the Depository.

(xviii) **Interest on Debentures**

The Debentures shall carry interest at Coupon Rate (subject to deduction of tax at source at the rates prevailing from time to time under the provisions of the Tax Act, or any other statutory modification or re-enactment thereof). The interest shall be payable on Coupon Payment Dates throughout the Tenor of the Debentures.

No interest on application money will be payable to the investors.

Interest on Debentures will be paid to the Debenture Holder(s) /Beneficial Owner(s) as per the beneficiary list provided by the Registrar / Depository at the close of the Record Date.

Payment will be made by way of Cheque / DD / RTGS / NACH / NEFT / Electronic mode and any other prevailing mode of payment from time to time in the name of Debenture Holder(s) whose names appear on the list of Beneficial Owners as on Record Date given by the Depository/Registrar to the Company at the close of the Record Date. Cheque / DD will be dispatched to the Debenture Holder(s) by Courier / Registered Post / Hand Delivery, in accordance with the existing rules / laws at the sole risk of the Debenture Holder(s) to the sole holder(s) / first named holder(s) at the address registered with the Company.

Interest in all cases shall be payable on the amount of outstanding Debentures on an Actual/Actual basis, i.e., Actual number of days elapsed divided by the actual number of days in the year and rounded off to the nearest Indian rupee.

(xix) **Payment on Redemption**

The Debentures shall be redeemed at par on the Redemption Dates, as mentioned in Section 7 (*Issue Details*) of this Key Information Document.

The Debentures will not carry any obligation, for Coupon or otherwise, after the Final Redemption Date. The Debentures held in the dematerialised form shall be taken as discharged on payment of the Redemption Amounts by the Issuer on Redemption Dates to the registered Debenture Holders whose name appear in the list of Beneficial Owners as per the list provided by the Depository(ies)/Registrar, on the Record Date. Such payment will be a legal discharge of the liability of the Issuer towards the Debenture Holders.

Payment of Redemption Amounts will be made by way of cheque /DD /RTGS /NEFT /Electronic mode and any other prevailing mode of payment in the name of Debenture Holder(s) /Beneficial Owner(s) whose name appears on the list of Beneficial Owners given by the Depository/Registrar to the Issuer as on the Record Date. Cheque /DD will be dispatched to the Debenture Holder(s) by courier /registered post /hand delivery, in accordance with the existing rules /laws at the sole risk of the Debenture Holder(s) to the sole holder(s) /first named holder(s) at the address registered with the Depository.

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

Sr. No.	Particulars	Remarks
1.	Directors	We have obtained the consent of the directors of the Issuer for the purpose of this Issue.
2.	Auditors	We have obtained the acknowledgement of the Auditors of the Issuer for the purpose of this Issue.
3.	Bankers to the 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 to the issue have been appointed in respect of the Debentures.
4.	Solicitors/ Advisors	We have obtained the consent of the legal advisors for the purpose of this Issue.
5.	Merchant	We have obtained the consent of the merchant banker of the Issuer for the

Sr. No.	Particulars	Remarks
	bankers	purpose of this Issue.
6.	Registrar to the Issue	Please refer to **Annexure 3** (*Consent of the Registrar and Transfer Agent*) of this Key Information Document.
7.	Lenders	We have obtained the consent of the lenders of the Issuer for the purpose of this Issue.
8.	Expert	As the Debentures will be issued by way of private placement to identified investors in accordance with the process prescribed by SEBI, and as no statements or confirmations from any experts are being obtained in respect of this issue of Debentures, the Issuer believes that no specific consent from the experts of the Issuer is required.

5 APPLICATION PROCESS

5.1 The Issuer proposes to Issue the Debentures on the terms set out in this Key Information Document subject to the provisions of the Companies Act, the SEBI NCS Regulations, the SEBI LODR Regulations, the Memorandum and Articles of the Issuer, Application Form, and other terms and conditions as may be incorporated in the Debenture Documents. This section applies to all applicants. Please note that all applicants are required to make payment of the full application amount in relation to the Debentures allocated along with submission of the Application Form.

Confirmations:

(i) The Issuer or the promoter or directors is not a wilful defaulter as at the date of filing of this Key Information Document and neither the Issuer or the promoter or its directors have been categorized as wilful defaulter by any bank or financial institution or consortium thereof, in accordance with the guidelines on wilful defaulters issued by RBI.

(ii) The Issuer, any of its promoter, promoter group or directors are not debarred from accessing the securities market or dealing in securities by SEBI.

(iii) The promoter or directors of the Issuer is not a promoter or director of another company which is debarred from accessing the securities market or dealing in securities by SEBI.

(iv) None of the promoter or directors of the Issuer is a fugitive economic offender.

(v) No fine or penalties levied by SEBI/stock exchanges are pending to be paid by the Issuer at the time of filing of the Debt Disclosure Documents.

5.2 **Who Can Bid/Apply/Invest**

All QIBs and any non-QIB Investors specifically mapped by the Issuer on the BSE Bond EBP Platform are eligible to invest / apply for this Issue.

All applicants are required to comply with the relevant regulations/ guidelines applicable to them for investing in the Issue as per the norms approved by Government of India, RBI or any other statutory body from time to time, including but not limited to Operational Guidelines as published by BSE on its website and SEBI for investing in this Issue. The contents of this Key Information Document and any other information supplied in connection with this Key Information Document, or the Debentures are intended to be used only by those investors to whom it is distributed. It is not intended for distribution to any other person and should not be reproduced or disseminated by the recipient.

The Issue will be under the electronic book mechanism as required in terms of the Operational Guidelines.

However, out of the aforesaid class of investors eligible to invest, this Key Information Document is intended solely for the use of the person to whom it has been sent by the Issuer for the purpose of evaluating a possible investment opportunity by the recipient(s) in respect of the securities offered herein, and it is not to be reproduced or distributed to any other persons (other than professional advisors of the prospective investor receiving this Key Information Document from the Issuer).

5.3 **Anchor Portion**

There will be anchor investor for this Issue. The particulars of anchor investor and quantum of investment made by such anchor investor is as set out below:

S. No.	Anchor Investor	Anchor Portion (Rs. in crore)
Nil		

The Issuer shall have an option to avail an 'anchor portion' within the Issue, subject to the conditions mentioned below and under the Operational Guidelines.

(i) There shall be no bidding for anchor portion on the BSE Bond EBP Platform.

(ii) The anchor investor shall provide electronic confirmation on the EBP platform of their participation by T-1 day. Amount not confirmed by any such investor shall be added back to the base issue size.

(iii) Settlement amount for the anchor investor(s) where Coupon is specified by the Issuer, the settlement amount shall be determined on the basis of the following:

A. For uniform yield allotment: The settlement amount shall be the 'cut-off' price determined in the bidding process i.e. total Issue Size less the anchor portion.

B. For multiple yield allotment: The settlement amount shall be the face value of the security.

Provided that, in case of re-issuance, the 'cut-off' price determined in the bidding process shall be applicable on the anchor investor(s).

In case bidding is not received for non-anchor portion, the pricing for anchor portion will be at par/ on face value irrespective of the choice of allotment made by the Issuer i.e. uniform yield or multiple yield (In case the Issuer decides to accept the issue).

The remaining portion of the Issue (i.e. the non-anchor portion within the Issue Size), shall be open for bidding by Eligible Investors at the chosen time slot on the BSE Bond EBP Platform. The anchor investor(s) may also participate in the said portion if identified as eligible participant(s) by the Issuer.

5.4 **Confirmation by Eligible Investor**

Eligible Investors shall provide confirmation to the designated Stock Exchange and/ or BSE Bond EBP Platform, as the case may be, that it is not using any software, algorithm, bots or other automation tools, which would give unfair access for placing bids on the BSE Bond EBP Platform.

5.5 **Documents to be provided by successful applicants**

Eligible Investors need to submit the certified true copies of the following documents, along-with the Application Form, as applicable:

(i) Memorandum of association and articles of association / constitution/ bye-laws/ trust deeds;

(ii) Board resolution authorizing the investment and containing operating instructions;

(iii) Power of attorney/ relevant resolution/authority to make application;

(iv) Specimen signatures of the authorized signatories (ink signed), duly certified by an appropriate authority;

(v) Copy of Permanent Account Number Card ("**PAN Card**") issued by the Income Tax Department;

(vi) Necessary forms for claiming exemption from deduction of tax at source on interest on application money, wherever applicable.

5.6 **Manner of Bidding**

Please refer to Section 8 (*EBP Disclosures*) in this Key Information Document.

5.7 **Bidding Process**

(i) The bidding process on the BSE Bond EBP Platform shall be on an anonymous order driven system.

(ii) Bids shall be made by way of entering bid in price.

(iii) Eligible Investors may place multiple bids in the Issue.

(iv) If two or more bids have the same price, then allotment shall be done on '*pro-rata*' basis.

(v) The face value and coupon shall remain constant, and bids/ quotes shall be placed by the bidders in terms of price.

5.8 **Manner *of Settlement***

Settlement of the Issue will be done through the account details of which are given in Section 6.13 (*Payment Mechanism*) of this Key Information Document.

5.9 **Settlement *Cycle***

The process of pay-in of funds by Eligible Investors and pay-out to Issuer will be done on or before T+1 day, where T is the Issue Opening Date.

5.10 **Manner of Allotment**

Please refer to Section 8 (*EBP Disclosures*) in this Key Information Document.

5.11 **How to bid**

(vi) All Eligible Investors will have to register themselves as a one-time exercise (if not already registered) with the BSE Bond EBP Platform offered by BSE for participating in electronic book building mechanism. Eligible Investors should refer to the Operational Guidelines for issuance of debt securities on private placement basis through an electronic book mechanism as available on web site of BSE. Eligible Investors will also have to complete the mandatory KYC verification process. Eligible Investors should refer to the Operational Guidelines.

A. The details of the Issue shall be entered on the BSE Bond EBP Platform by the Issuer at least 3 (three) working days prior to the Issue Opening Date, in accordance with the Operational Guidelines.

B. The bidding on the BSE Bond EBP Platform shall take place between 9 a.m. to 5 p.m. IST only, on the working days of the BSE.

C. The bidding window shall be open for the period as specified by the issuer in the bidding announcement, however, the same shall be open for at least 1 (one) hour.

D. The Issuer can provide details of the eligible participant(s) for a particular issue, to the BSE Bond EBP Platform, not later than 1 (one) hour before the bidding start time.

E. The Issuer shall provide the bidding start time and close time of the BSE Bond EBP Platform at least 1 (one) working day before the start of the Issue Opening Date.

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

G. Changes in bidding date or time shall be allowed for a maximum of 2 (two) times in accordance with the Operational Guidelines and shall be intimated to the BSE Bond EBP Platform within the operating hours of the BSE Bond EBP Platform, at least 1 (one) working day before the bidding date.

H. A bidder will enter the bid amount while placing their bids in the BSE Bond EBP Platform. The bid placed in the system shall have an audit trail which includes bidder's identification details, time stamp and unique order number.

(vii) Some of the key guidelines in terms of the current Operational Guidelines in relation to the said Issue through an electronic book mechanism, are as follows:

A. *Modification of Bid*:

Eligible Investors may note that modification of bid is allowed during the bidding period. However, in the last 10 (ten) minutes of the bidding period, revision of bid is only allowed for upward revision of the bid amount placed by the investor or downward revision of coupon/ spread or upward modification of price. If bid is subsequently modified by the bidder during the bidding period (Coupon/Price/spread- as applicable or bid value/Quantum in Rs. Crs.) the bid timestamp for the same shall be revised accordingly.

B. Cancellation of Bid

Eligible Investors may note that cancellation of bid is allowed during the bidding period. However, in the last 10 (ten) minutes of the bidding period, no cancellation of bids is permitted.

C. Multiple Bids

Eligible Investors may note that multiple bids are permitted. Multiple bids by the arranger(s), if any, is allowed where each bid is on behalf of multiple investor(s) provided the bid amount is not more than INR 100 Crore or 5% (five percent) of the base issue size, whichever is lower.

D. Bids by arranger(s), if any

Arranger(s), if any are allowed to bid on a proprietary, client and consolidated basis. At the time of bidding, the arranger(s), if any, are required to disclose the following details to the BSE Bond EBP Platform:

A. Whether the bid is:

i. proprietary bid; or

ii. a client bid, i.e. being entered on behalf of an Eligible Investor;

iii. or a consolidated bid, i.e., an aggregate bid consisting of proprietary bid and bid(s) on behalf of Eligible Investors.

B. For consolidated bids, the arranger(s), if any, shall disclose breakup between proprietary bid and client bid(s) (i.e. bids made on behalf of Eligible Investors).

C. For client bids (i.e. bids entered on behalf of Eligible Investors), the Arranger(s), if any, shall disclose the following:

i. Names of such Eligible Investors;

ii. Category of the Eligible Investors; and

iii. Quantum of bid of each Eligible Investor.

D. Arranger(s), if any, are allowed to bid on behalf of multiple Eligible Investors, subject to the limits specified in the Operational Guidelines.

E. Withdrawal of Issue

i. The Issuer may, at its discretion, withdraw the issue process on the following conditions:

ii. Withdrawal of Issue before start of bidding process:

In case the Issuer plans to withdraw the issue before the bidding starts, the same should be done minimum one hour before the bid start time.

iii. Withdrawal of Issue after end of bidding process

The Issuer, at its discretion, may withdraw from the issue process under the following circumstances without facing debarment:

- the Issuer is unable to receive the bids up to the base issue size; or
- the bidder has defaulted on payment towards the allotment, within stipulated timeframe, due to which the Issuer is unable to fulfill the base Issue Size; or
- cut-off yield (i.e. the highest yield at which a bid is accepted) in the issue is higher than the estimated cut-off yield (i.e. the yield estimated by the Issuer, prior to opening of the issue) disclosed to BSE Bond EBP Platform, where the base Issue Size is fully subscribed.

Notes:

a. for withdrawals made apart from the reasons as stated in paragraph (b) above, the Issuer, subsequent to such withdrawal, shall not be allowed to access any of the EBP platforms for a period of seven days from the date of such withdrawal

b. a withdrawal from the issue process shall imply withdrawal of the total issue including anchor portion.

c. in case an issuer withdraws issues on the BSE Bond EBP Platform because of the cut-off yield being higher than the estimated cut-off yield, the BSE Bond EBP Platform shall mandatorily disclose the estimated cut-off (coupon/ price/ spread) to the eligible participants.

Disclosure of the estimated cut-off yield on the BSE Bond EBP Platform to the eligible participants, pursuant to closure of issue, shall be at the discretion of the Issuer.

However, Eligible Investors should refer to the Operational Guidelines as prevailing on the date of the bid.

5.12 **Right to accept or reject bids**

The Company reserves its full, unqualified and absolute right to accept or reject any bid(s), in part or in full, without assigning any reason thereof and to make provisional / final allocations at its absolute discretion.

5.13 **Provisional/ Final Allocation**

The allotment of valid applications received on the Issue Closing Date shall be done in the following manner:

(i) all bids shall be arranged in accordance with “price time priority” basis;

A. in case of ‘uniform yield allotment’, allotment and settlement value shall be based on the cut-off price determined in the bidding process; or

B. in case of ‘multiple yield allotment’, then allotment and settlement value shall be done based on price quoted by each bidder/ allottee in the bidding process.

(ii) if two or more bids have the same price, then allotment shall be done on ‘*pro-rata*’ basis.

Post completion of the bidding process, the Company will upload the provisional allocation on the BSE Bond EBP Platform. Post receipt of investor details, the Company will upload the final allocation file on the BSE Bond EBP Platform applications by successful bidders.

Bids need to be submitted by issue closing time or such extended time as decided by the Issuer on the BSE Bond EBP Platform. Post that the original Applications Forms (along with all necessary documents as detailed in this Key Information Document or otherwise), payment details should be sent to the corporate office of the Issuer on the same day.

5.14 **Payment Mechanism**

Subscription should be as per the final allocation made to the successful bidder as notified by the Issuer.

Successful bidders should do the funds pay-in to the bank accounts of ICCL as available in the BSE EBP Platform (“**ICCL Bank Account**”) on or before 10:30 A.M. on the Pay-In Date (“**Pay-in Time**”).

Successful bidders should ensure to do the funds pay-in from their same bank account which is updated by them in the BSE Bond EBP Platform while placing the bids. In case of mismatch in the bank account details between BSE Bond EBP Platform and the bank account from which payment is done by the successful bidder, the payment would be returned back.

Note: In case of failure of any successful bidder to complete the funds pay-in by the Pay-in Time or the funds are not received in the ICCL Bank Account by the Pay-in Time for any reason whatsoever, the bid will liable to be rejected and the Issuer shall not be liable to the successful bidder.

In case of non-fulfilment of pay-in obligations by Eligible Investors, such Eligible Investors shall be debarred from accessing the bidding platform across all EBPs for a period of 30 (thirty) days from the date of such default. In case of 3 (three) instances of non-fulfilment of pay-in obligations, across all EBPs, by Eligible Investors for whom an Arranger(s), if any has bid, then such Arranger(s), if any shall be debarred from accessing all EBPs, for a period of 7 (seven) days from the date of such third or subsequent default.

Funds pay-out on the Pay-In Date would be made by ICCL to the following bank account of the Issuer post receipt of confirmation on corporate action process (from registrar and transfer agent and depositories):

Beneficiary Name	:	ICL Fincorp Limited
Bank	:	State Bank of India
Branch:	:	Irinjalakuda
Account Number	:	41270491301
IFSC Code	:	SBIN0008618

Cheque(s), demand draft(s), money orders, postal orders will not be accepted. The Company assumes no responsibility for any applications lost in mail. The entire amount of face value of the Debentures as allocated shall be payable.

Applications should be for the number of Debentures allocated to the applicant. 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 filled in the Application Form. This is required for the applicant's own safety and these details will be printed on the refund orders and interest/ redemption warrants.

The applicant or in the case of an application in joint names, each of the applicant, should mention his/her Permanent Account Number (PAN) allotted under the Tax Act or where the same has not been allotted, the GIR No. and the Income tax Circle/Ward/District. As per the provision of Section 139A (5A) of the Tax Act, PAN/GIR No. needs to be mentioned on the TDS certificates. Hence, the applicant should mention his PAN/GIR No. In case neither the PAN nor the GIR Number has been allotted, the applicant shall mention "Applied for" or in case the applicant is not assessed to income tax, the applicant shall mention 'not applicable' (stating reasons for non-applicability) in the appropriate box provided for the purpose. Application Forms without this information will be considered incomplete and are liable to be rejected.

All applicants are requested to tick the relevant column "Category of Investor" in the Application Form.

For further instructions about how to make an application for applying for the Debentures and procedure for remittance of application money, please refer to the Issue Details and the Application Form.

5.15 ***Mode of Subscription***

During the period of the Issue, investors can subscribe to the Debentures by completing the Application Form for the Debentures in the prescribed form, as enclosed in this Key Information Document.

5.16 **Terms of Payment**

The full-face value of the Debentures allocated is to be paid along with the Application Form. Eligible Investor(s) need to send in the Application Form and the details of RTGS/ NEFT for the full value of Debentures allocated.

5.17 **Force Majeure**

The Issuer reserves the right to withdraw the issue prior to the Issue Closing Date in the event of any unforeseen development materially adversely affecting the economic and regulatory environment of the Issuer.

5.18 **Applications under power of attorney**

A certified true copy of the power of attorney or the relevant authority as the case may be along with the names and specimen signature(s) of all the authorized signatories and the tax exemption certificate/document, if any, must be lodged along with the submission of the completed Application Form. Further modifications/ additions in the power of attorney or authority should be notified to the Issuer or to the Registrar or to such other person(s) at such other address(es) as may be specified by the Issuer from time to time through a suitable communication.

5.19 **Application by mutual funds**

In case of applications by mutual funds, a separate application must be made in respect of each scheme of an Indian mutual fund registered with SEBI and such applications will not be treated as multiple applications, provided that the application made by the asset management companies/ trustees/ custodian clearly indicate their intention as to the scheme for which the application has been made.

5.20 **Application by Provident Funds, Superannuation Funds and Gratuity Funds**

The applications must be accompanied by certified true copies of

(i) trust deed / bye laws /resolutions;

(ii) resolution authorizing investment;

(iii) specimen signatures of the authorized signatories.

Those desirous of claiming tax exemptions on interest on application money are compulsorily required to submit a certificate issued by the Income Tax Officer along with the Application Form. For subsequent interest payments, such certificates have to be submitted periodically.

5.21 ***Basis of allocation***

The Debentures shall be allocated in accordance with the provisions of the Operational Guidelines. All the bids made in a particular issue shall be disclosed on the BSE Bond EBP Platform (in a tabular format) with:

(i) Coupon/ price/ spread

(ii) Amount i.e., demand at that particular coupon/ price/ spread

(iii) Cumulative demand (total amount)

In case the Issue is with open bidding, the aforesaid information shall be disseminated on a real time basis; however, if the Issue is with closed bidding, the information shall be disseminated after closure of bidding.

5.22 **Date of Subscription**

The date of subscription shall be the date of realisation of proceeds of application money in the bank account of ICCL as set out in Section 6.13 (*Payment Mechanism*) of this Key Information Document.

5.23 **Settlement Process**

Successful bidders shall be required to transfer funds from bank account(s) registered with BSE Bond EBP Platform to the bank account of ICCL to the extent of funds pay-in obligation on or before 10:30 A.M hours on the Pay-In Date. The Issuer shall accordingly inform BSE Bond EBP Platform about the final decision of the Issuer to go-ahead with allotment for the Issue by 12:00 hours. Depositories on the instruction of Issuer or through its Registrar, will credit the Debentures to the demat account of the investors, in accordance with the Operational Guidelines.

5.24 **Post-Allocation Disclosures by the EBP**

Upon final allocation by the Issuer, the Issuer shall disclose the Issue Size, Coupon rate, ISIN, number of successful bidders, category of the successful bidder(s), etc., in accordance with the SEBI Master Circular. The EBP shall upload such data, as provided by the Issuer, on its website to make it available to the public.

5.25 **Signatures**

Signatures should be made in English.

5.26 **Nomination Facility**

Only individuals applying as sole applicant/joint applicant can nominate, in the prescribed manner, a person to whom his Debentures shall vest in the event of his death. Non -individuals including holders of power of attorney cannot nominate.

5.27 **Fictitious Applications**

Any person who makes, in fictitious name, any application to a body corporate for acquiring, or subscribing to, the Debentures, or otherwise induced a body corporate to allot, register any transfer of Debentures therein to them or any other person in a fictitious name, shall be punishable under the extant laws.

5.28 **Depository Arrangements**

The Issuer has entered into/ shall enter into necessary depository arrangements with NSDL and CDSL for dematerialization of the Debentures offered under the present Issue, in accordance with the Depositories Act, and regulations made there under. In this context, the Issuer has signed two tripartite agreements as under: (i) tripartite agreement amongst the Issuer, NSDL and the Registrar and (ii) tripartite agreement amongst the Issuer, CDSL and the Registrar, for dematerialization of the Debentures offered under the present Issue.

The Debenture Holders can hold the Debentures only in dematerialized form and deal with the same as per the provisions of Depositories Act.

5.29 **Procedure for applying for demat facility.**

(i) Applicant(s) must have a beneficiary account with any DP of NSDL or CDSL prior to making the application.

(ii) For subscribing to the Debentures, names in the Application Form should be identical to those appearing in the account details of the Depository. In case of joint holders, the names should necessarily be in the same sequence as they appear in the account details in the Depository.

(iii) If incomplete/ incorrect beneficiary account details are given in the Application Form which does not match with the details in the depository system, it will be deemed to be an incomplete application and the same be held liable for rejection at the sole discretion of the Issuer.

(iv) The Debentures shall be directly credited to the beneficiary account as given in the Application Form and registered on the BSE Bond EBP Platform and after due verification, allotment advice/ refund order, if any, would be sent directly to the applicant by the Registrar to the Issue but the confirmation of the credit of the Debentures to the applicant's Depository account will be provided to the applicant by the DP of the applicant.

(v) The Coupon or other benefits with respect to the Debentures would be paid to those Debenture Holders whose names appear on the list of Beneficial Owners given by the Depositories to the Issuer as on the Record Date. In case, the Beneficial Owner is not identified by the Depository on the Record Date due to any reason whatsoever, the Issuer shall keep in abeyance the payment of interest or other benefits, till such time the Beneficial Owner is identified by the depository and intimated to the Issuer and thereafter make such payment in accordance with the Applicable Law.

(vi) Applicants may please note that the Debentures shall be allotted and traded on the designated Stock Exchange only in dematerialized form.

5.30 **Modification of Rights**

The rights, privileges, terms and conditions attached to the Debentures may be varied, modified or abrogated in the manner as set out in the Debenture Documents. The Debenture Trustee may agree to any modification to, or waiver requested by the Issuer under, the Debenture Trust Deed or any other Debenture Document only with the prior consent of the Debenture Holders obtained in the form and manner as more particularly set out in the Debenture Trust Deed. Any amendment of the Debenture Trust Deed may be made only with the prior written consent of the Issuer and the Debenture Trustee (acting on Approved Instructions). The Issuer shall, if required under Applicable Law, notify the Exchange and the Debenture Holders of any modification made to this Key Information Document.

5.31 **Notices**

Any notice, demand, request or other communication for the purpose of this Key Information Document may be served by the Company or the Debenture Trustee upon the Debenture Holder(s) by way of e-mail at their addresses provided by the Company or sending through post in prepaid letter addressed to such Debenture Holder(s) at their registered address and any notice, demand, request or other communication so sent by email or post, shall be deemed to have been duly served on receiving a delivery notification of the email or the 3rd (third) day following the day on which it is posted and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and put into post box. For the avoidance of doubt, this section shall apply solely in relation to this Key Information Document and for all purposes under and in relation to the Debenture Trust Deed, the provisions of the notices section contained therein shall exclusively govern the manner and modes of communication between the Issuer and the Debenture Holders.

All notices required to be given by the Debenture Holder(s), including notices referred to under "Payment of Interest" and "Payment on Redemption" shall be sent either by (i) registered post, or by hand delivery, (iii) email; or (iv) fax to the Issuer or to such persons at such address as may be notified by the Issuer from time to time.

5.32 **Underwriting**

The present issue of Debentures is not being underwritten.

5.33 **Window Advertisements of Financial Results**

The Issuer may publish only a window advertisement in the newspapers that refers to a quick response code and the link of the website of the Issuer and stock exchange(s), where the financial results and line items as set out in the provisions of Regulation 52(4) of SEBI LODR Regulations are available and capable of being accessed by the investors under the terms of SEBI LODR Regulations, if applicable.

5.34 **Issue of Debenture**

The Company shall credit the Debentures in dematerialized form to the demat accounts of the investors within 1 (one)/ 2 (two) Business Days from the Issue Closing Date and ensure completion of all statutory formalities as required for such dematerialized credit within the said time period. The Debentures since issued in electronic (dematerialized) form, will be governed as per the provisions of the Depository Act, SEBI (Depositories and Participants) Regulations, 1996, rules notified by NSDL/ CDSL/ DP from time to time and other applicable laws and rules notified in respect thereof. The Debentures shall be allotted in dematerialized form only.

5.35 **Trading of Debentures**

The marketable lot for the purpose of trading of Debentures shall be 1 (one) Debenture of face value of INR 10,000 (Indian Rupees Ten Thousand only) each, subject to the Applicable Law. Trading of Debentures would be permitted in demat mode only and such trades shall be cleared and settled in recognized stock exchange(s) subject to conditions specified by SEBI, subject to the Applicable Law. In case of trading in Debentures which has been made over the counter, the trades shall be reported on a recognized stock exchange having a nationwide trading terminal or such other platform as may be specified by SEBI, subject to the Applicable Law.

5.36 **Mode of Transfer of Debentures**

The Debentures shall be transferred subject to and in accordance with the rules/ procedures as prescribed by the CDSL/NSDL/DP of the transferor/transferee and any other Applicable Laws and rules notified in respect thereof. 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 seller should give delivery instructions containing details of the buyer’s DP account to his DP. The transferee(s) should ensure that the transfer formalities are completed prior to the Record Date. In the absence of the same, interest will be paid/ redemption will be made to the person, whose name appears in the records of the Depository. In such cases, claims, if any, by the transferee(s) would need to be settled with the transferor(s) and not with the Issuer.

Transfer of Debentures to and from NRIs/ OCBs, in case they seek to hold the Debentures and are eligible to do so, will be governed by the then prevailing guidelines of RBI.

5.37 **Deduction of Tax at Source**

All payments to be made by the Company to the Debenture Holders under the Transaction Documents shall be made free and clear of and without deduction for or on account of taxes, except as required under the Tax Act, in the case of payment of interest under any Transaction Document or any interest to be paid on the withheld premium or any other amount payable in relation to the Debentures, as applicable. Provided that, the Company within the time stipulated under Applicable Laws delivers to the Debenture Trustee/ Debenture Holders tax withholding or tax deduction certificates in respect of such withholding or deduction made in any Financial Year, evidencing that such deducted taxes or withholdings have been duly remitted to the appropriate Governmental Authority. If the Company is required to make a tax deduction, it shall make that tax deduction and any payment required in connection with such tax deduction within the time allowed and in the minimum amount required by Applicable Law.

5.38 **Debenture Documents to prevail**

Notwithstanding anything contained in this Key Information Document, in case of any inconsistency or repugnancy between this Key Information Document and the Debenture Trust Deed or any other Debenture Document, the Debenture Trust Deed or such other Debenture Document shall prevail.

5.39 **List of Beneficial Owners**

The Issuer shall request the Depository to provide a list of Debenture Holders as at the end of the Record Date. This shall be the list, which shall be considered for payment of Coupon (or other monies payable in relation to the Debenture) or repayment of principal amount, as the case may be.

5.40 **Joint Holders**

Payment of the principal amount of each of the Debentures and Coupon and other monies payable thereon shall be made to the respective Debenture Holder and in case of joint Debenture Holders, to the one whose name stands first in the Register of Debenture Holder(s).

5.41 **Investor Relations and Grievance Redressal**

Arrangements have been made to redress investor grievances expeditiously as far as possible. The Issuer shall endeavour to resolve the investor's grievances within 30 (thirty) days of its receipt. All grievances related to the issue quoting the application number (including prefix), number of Debentures applied for, amount paid on application and details of collection centre where the Application was submitted, may be addressed to the Compliance Officer at Registered Office of the Issuer. All investors are hereby informed that the Issuer has designated a Compliance Officer who may be contacted in case of any pre-issue/ post-issue related problems such as non-credit of letter(s) of allotment/ debenture certificate(s) in the demat account, non-receipt of refund order(s), interest warrant(s)/ cheque(s) etc. Contact details of the Compliance Officer are given on the cover page of this Key Information Document.

5.42 **Succession**

In the event of the demise of the sole/first holder of the Debenture(s) or the last survivor, in case of joint holders for the time being, the Issuer shall 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 Debenture(s).The Issuer shall not be bound to recognize such executor or administrator, unless such executor or administrator obtains probate, wherever it is necessary, 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 Issuer may, in its absolute discretion, where it thinks 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 Debenture (s) standing in the name of the deceased Debenture Holder on production of sufficient documentary proof or indemnity.

5.43 **Where a non-resident Indian becomes entitled to the Debenture by way of succession, the following steps have to be complied:**

(i) Documentary evidence to be submitted to the legacy cell of the RBI to the effect that the Debenture was acquired by the NRI as part of the legacy left by the deceased holder.

(ii) Proof that the NRI is an Indian National or is of Indian origin.

(iii) Such holding by the NRI will be on a non -repatriation basis.

6 PARTICULARS OF THE OFFER

Sr. No.	Term	Description
A	**Details of the offer of non-convertible securities in respect of which the Key Information Document is being issued**	25,000 (Twenty Five Thousand) Secured, Redeemable, Non-Convertible Debentures of a face value of ₹ 10,000 (Indian Rupees Ten thousand only) each aggregating up to ₹ 25,00,00,000 (Indian Rupees Twenty Five Crore only).
B	**Financial information, if such information provided in the General Information Document is more than six months old**	The Company confirms that the information provided in the General Information Document is not more than six months old.
C	**Material changes, if any, in the information provided in the General Information Document;**	Please refer to Sr. No. D below.
D	**Any material developments not disclosed in the General Information Document, since the issue of the General Information Document relevant to the offer of non-convertible securities in respect of which the key information document is being issued**	Please refer to Annexure 12 of this Key Information Document.

7 ISSUE DETAILS

A. COMMON TERMS OF THE ISSUE:

Terms	Particulars
Security Name (Name of the non-convertible securities which includes (Coupon/dividend, Issuer Name and maturity year) e.g. 8.70% XXX 2015.	12.50%ICLAUGUST2027MONTHLY10A
Issuer	ICL Fincorp Limited
Type of Instrument	Senior, secured, rated, listed, transferable, fully paid, redeemable, non-convertible debentures
Nature of Instrument (Secured or Unsecured)	Secured
Mode of Issue	Private placement through BSE Bond EBP Platform
Seniority (Senior or Subordinated)	Senior
Tenor	13 Months
Eligible Investors	All QIBs, and any non-QIB Investors, are eligible to apply for this Issue. The following class of investors who fall under the definition

Terms	Particulars
	of "Qualified Institutional Buyers" under Regulation 2 (ss) of SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended from time to time, are eligible to participate in the offer (being "**Eligible Investors**"): (i) a mutual fund, venture capital fund, alternative investment fund and foreign venture capital investor registered with SEBI; (ii) a foreign portfolio investor ("FPIs") other than Individuals, corporate bodies and family offices; (iii) a Public Financial Institution; (iv) a Scheduled Commercial Bank; (v) a multilateral and bilateral developmental financial institution; (vi) a state industrial development corporation; (vii) an Insurance Company registered with the Insurance Regulatory and Development Authority of India; (viii) a Provident Fund with minimum corpus of ₹ 25 Crore; (ix) a Pension Fund with minimum corpus of ₹ 25 Crore; (x) 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; (xi) insurance funds set up and managed by army, navy or air force of the Union of India; (xii) insurance funds set up and managed by the Department of Posts, India; and (xiii) Systemically important non-banking financial companies. All other investors (including corporates) eligible to apply for this Issue pursuant to the SEBI NCS Regulations read with SEBI Master Circular are eligible to apply for this Issue.
Listing (name of stock Exchange(s) where it will be listed and timeline for listing)	The Debentures will be listed on the wholesale debt market segment of BSE.
Rating of the Instrument	Acuité BBB-/Stable (pronounced as Acuité triple B minus rating with a stable outlook) for an amount of ₹200 Crore by Acuité Ratings & Research Limited vide their letter dated March 9, 2026. The rating letters and rationales as released by Credit Rating Agency are attached as **Annexure 1** (*Credit Rating Letter and Rating Rationale and Press Release*) of this Key Information Document.
Issue Size	₹ 25,00,00,000 (Indian Rupees Twenty Five Crore only).
Minimum subscription	As the current issue of Debentures is being made on private placement basis, the requirement of minimum subscription

Terms	Particulars
	shall not be applicable.
Option to retain oversubscription (Amount)	Not Applicable
Issue-wise green shoe option exercised vis-a-vis the base issue size and green shoe portion as specified in issues undertaken in the previous financial year	Nil
Anchor Portion	Not Applicable
Name of Anchor Investors	Not Applicable
Total Amount for Anchor Portion (not exceeding 30% of Base Issue Size)	Not Applicable
Non-Anchor Portion (remaining portion of Base Issue Size under Non-Anchor Portion available for bidding on EBP)	Not Applicable
Quantum of allocation to the Anchor Investors	Not Applicable
Terms for Anchor Investors	Not Applicable
Objects of the Issue / Purpose for which there is requirement of funds	The Company shall apply all amounts borrowed by it pursuant to the issuance of the Debentures to originate loans secured by pledge of gold jewels. Each loan shall comply with the Eligibility Criteria.
In case the issuer is an NBFC and the objects of the issue entail loan to any entity who is a 'group company' then disclosures shall be made in the following format:	Not Applicable
Details of the utilization of the Proceeds	Our Company proposes to utilise the funds which are being raised through the Issue, after deducting the Issue related expenses to the extent payable by our Company ("**Net Proceeds**"), to originate loans secured by pledge of gold jewels. Each loan shall comply with the Eligibility Criteria ("**Objects**")
Coupon rate / dividend rate	12.50%
Coupon payment frequency	Monthly
Coupon Payment Date(s)	01-08-2026, 01-09-2026, 01-10-2026, 02-11-2026, 01-12-2026, 01-01-2027, 01-02-2027, 01-03-2027, 02-04-2027, 03-05-2027, 01-06-2027, 01-07-2027, 02-08-2027, 09-08-2027

Terms	Particulars
	For further details, please refer the illustrative cash flows under section 9 (*Illustration of Cash Flows*) of this Key Information Document
Step Up/Step Down Coupon Rate	Not Applicable
Cumulative / non-cumulative, in case of dividend	Not Applicable
Coupon Type (Fixed, floating or other structure)	Fixed
Coupon Reset Process (including rates, spread, effective date, interest rate cap and floor etc).	Not Applicable
Day Count Basis (Actual/Actual)	Actual/ Actual
Interest on Application Money	No interest on application money will be paid to the Investors
Default Interest Rate	(i) In case the Issuer fails to pay any amount due under a Debenture Document or upon an Event of Default (other than an Event of Default under Paragraph (a) (*Non-payment*) of Annexure 10 (*Event of Default*) of this Key Information Document, an additional interest @ 2% (two per cent) per annum over the Coupon Rate will be payable by the Issuer for the period under default. (ii) In accordance with the Chapter VII of the SEBI Master Circular, in the event there is any delay in listing of the Debentures within 3 (three) working days from the Issue Closure Date, the Company shall pay Coupon to the Debenture Holders, at a rate which is 1% (one percent) per annum (or such other rate as prescribed under Applicable Laws) over and above the Coupon Rate on the Outstanding Amounts for the period of delay i.e., from the Deemed Date of Allotment until the listing of Debentures is completed; (iii) In case the Company fails to execute the Debenture Trust Deed to the satisfaction of the Debenture Trustee, prior to the filing of listing application to the Stock Exchange, then the Company shall be liable to pay Coupon on the Debentures at a rate of 2% (two percent) over and above the applicable Coupon Rate for the period from the Deemed Date of Allotment till the execution of the Debenture Trust Deed to the satisfaction of the Debenture Trustee (acting on the instructions of the Debenture Holders).
Processing Fees	0.1% (zero point one percent) of the Issue size to be paid by the Company

Terms	Particulars
Redemption Premium /Discount	In case of an early redemption the Company shall pay a premium of 2.0% (Two Percent) of the principal amount prepaid
Redemption Amount	INR 10,000
Issue Price	At par
Discount at which security is issued and the effective yield as a result of such discount.	Not applicable, as the Debentures will be redeemed at par.
Premium/Discount at which security is redeemed and the effective yield as a result of such premium/discount.	Not Applicable
Call Date	NIL
Call Price	NIL
Call Notification Time (Timelines by which the Issuer need to intimate investor before exercising the call)	Not Applicable
Put Date	NIL
Put Price	NIL
Put Notification Time (Timelines by which the Issuer need to intimate investor before exercising the call)	Not Applicable
Face Value	₹ 10,000 (Indian Rupees Ten Thousand only) per Debenture
Minimum Application and in multiples of thereafter	1,000 (One Thousand) Debentures of ₹ 10,000 (Indian Rupees Ten Thousand) each and in multiple of 1 Debenture of ₹ 10,000 (Indian Rupees Ten Thousand) thereafter.
Issue Timing	3:00 pm to 4:00 pm
Issue Opening Date	July 8, 2026
Issue Closing date	July 8, 2026
Date of earliest closing of the issue, if any.	July 8, 2026
Pay-in Date	T+1
Deemed Date of Allotment	T+1 i.e. July 9, 2026
Settlement mode of the	Payment of interest and Redemption Amount will made by way of cash using Cheque/ DD/ RTGS/ NEFT/ NACH/

Terms	Particulars
Instrument	Electronic mode and any other prevailing mode of payment from time to time.
Depository	NSDL and / or CDSL
Disclosure of Interest/Dividend / redemption dates	Please refer the illustrative cash flows under section 9 (*Illustration of Cash Flows*) of this Key Information Document
Final Redemption date	August 9, 2027
Record Date	The Record Date for payment of interest in connection with the Secured NCDs or repayment of principal or exercise of put option in connection therewith shall be 15 days prior to the date on which interest is due and payable, the date of redemption and/or the put option date, respectively to the extend applicable. Provided that trading in the Secured NCDs shall remain suspended between the aforementioned Record Date in connection with redemption of Secured NCDs/put option and the date of redemption or as prescribed by the Stock Exchange, as the case may be to the extend applicable. In case Record Date falls on a day when Stock Exchange is having a trading holiday, the immediate subsequent trading day will be deemed as the Record Date. The record date for the first interest payment date shall fall on July 17, 2026.
Working day convention / Day count convention / Effect of holidays on payment	Working Day means all days on which commercial banks in Thrissur and / or Mumbai are open for business. If the date of payment of interest does not fall on a Working Day, then the interest payment will be made on succeeding Working Day (the "**Effective Date**"), however the dates of the future interest payments would continue to be as per the originally stipulated schedule. Payment of interest will be subject to the deduction of tax as per Income Tax Act or any statutory modification or re-enactment thereof for the time being in force. In case the Maturity Date (also being the last Interest Payment Date) does not fall on a Working Day, the payment will be made on the immediately preceding Working Day, along with coupon/interest accrued on the NCDs until but excluding the date of such payment.
Effect of holidays on payments	If the date of payment of interest does not fall on a Working Day, then the interest payment will be made on succeeding Working Day, however the calculation for payment of interest will be only till the originally stipulated Interest Payment Date. The dates of the future interest payments would be as per the originally stipulated schedule. Payment of interest will be subject to the deduction of tax as per Income Tax Act or any statutory modification or re-enactment thereof for the time being in force. In case the

Terms	Particulars
	Maturity Date (also being the last Interest Payment Date) does not fall on a Working Day, the payment will be made on the immediately preceding Working Day, along with coupon/interest accrued on the NCDs until but excluding the date of such payment
All covenants of the issue (including side letters, accelerated payment clause, etc.)	Please refer to **Annexure 9** (*All Covenants to the Issue*) of this Key Information Document.
Description regarding Security (where applicable) including type of security (movable/immovable/tangible etc.), type of charge (pledge/ hypothecation/ mortgage etc.), date of creation of security/ likely date of creation of security, minimum security cover, revaluation	The Company shall create, perfect and maintain a first ranking, pari passu charge by way of hypothecation, on all assets including fixed assets (excluding immovable properties), current assets, including book debts, receivables, loans and advances and cash & bank balances (excluding reserves created in accordance with law and exclusive charge created in favour of secured charge holders in terms of their respective loan agreements/documents), both present and future of the Company ("**Hypothecated Assets**") in form and substance satisfactory to the Debenture Trustee, qualifying the criteria of Eligible Hypothecated Assets specified in the Debenture Trust Deed. The Company will create the security for the NCDs in favour of the Debenture Trustee for the Debenture Holders holding the NCDs on the assets to ensure 125.00% (one hundred and twenty five percent) security cover ("Minimum Security Cover") or higher of the amount outstanding including interest in respect of the NCDs at any time.
Replacement of security, interest to the debenture holder over and above the coupon rate as specified in the Trust Deed and disclosed in the General Information Document	Not Applicable
Transaction Documents/ Debenture Documents	Shall mean: (i) the Debenture Trust Deed; (ii) the Debenture Trustee Agreement; (iii) Debt Disclosure Documents; (iv) the Security Documents; (v) the Debentures; (vi) the Tripartite Agreements; (vii) the Listing Agreement; (viii) Deeds of Personal Guarantee; (ix) consent letter obtained from the Debenture Trustee; (x) Registrar and Transfer Agent Consent; (xi) resolution of the Board authorising the Issue; (xii) resolution of shareholders of the Company, as

Terms	Particulars
	applicable; (xiii) the rating letter along with the rating rationale issued by the Credit Rating Agency (which shall be valid as of the date of this Issue); and (xiv) any other documents / agreements / deeds / undertakings executed in connection to the Issue that may be designated as a Transaction Document by the Debenture Trustee
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, as 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 Companies Act, 2013, the Companies (Prospectus and Allotment of Securities) Rules, 2014, the Companies (Share Capital and Debentures) Rules, 2014 and other statutes and rules prescribed. (iii) Execution of the Transaction Documents including the Debenture Trustee Agreement and Debenture Trust Deed, in a form and manner satisfactory to the Debenture Trustee shall have taken place; (iv) Rating of the Debentures being completed and the rating agency having provided a minimum rating of 'BBB- ' for the Debentures and the rating letter issued by the Rating Agency being in a form and manner satisfactory to the Debenture Trustee; (v) The Company shall have provided to the Debenture Trustee a certificate from a director/company secretary of the Company certifying that:- a. the Company and its Directors have the necessary powers under the Memorandum and Articles of Association of the Company to borrow moneys pursuant to the issuance of the Debentures; b. the borrowing of moneys pursuant to the issuance of the Debentures will not cause any limit binding on the Company to be exceeded; c. no Material Adverse Effect has occurred in the Company, and/or the business of the Company; (vi) The delivery by the Company to the Debenture Trustee, of certificates signed by authorized signatories of the Company, in a form and substance

Terms	Particulars
	satisfactory to the Debenture Trustee, with respect to: a. incumbency and signatures; b. absence of any Event of Default, any potential Event of Default, any force majeure event and any Material Adverse Effect; c. all representations and warranties contained in the Debenture Trust Deed are true and correct in all material respects on and as of the Deemed Date of Allotment, before and after giving effect to the Issue and to the application of the proceeds therefrom; and d. the Debenture Trustee shall have received from the Company its audited account statements for the Previous Year. (vii) Due execution of the Depository Agreements by, inter-alia, the Depository and the Company; (viii) Due execution of the Tripartite Agreement by, inter-alia, the Registrar and Transfer Agent, Depository and the Company; (ix) The Company shall have submitted to the Debenture Trustee, all required documents for the purpose of satisfying its respective KYC requirements; The Debenture Trustee shall have the right to verify the authenticity and genuineness of all documents submitted by the Company for the purpose of completion of KYC verification and checks by the Debenture Trustee. (x) The Company shall have submitted to the Debenture Trustee, its audited account statements for the most recent financial year or financial half-year. (xi) The Company shall provide any other document(s) required by the Debenture Trustee as required in respect of the issuance of NCDs.
Condition Subsequent to Disbursement	Company shall fulfil each of the following conditions within the stipulated timelines: (i) The Company shall immediately on receipt of funds, take on all necessary steps to, including making all applicable filings in the Registrar of Companies and obtaining all necessary approvals including filing Form PAS 3 along with requisite fee within the timelines prescribed by the Act and Rules thereunder; (ii) File CHG 9 with Registrar of Companies within the timelines prescribed by the Act and Rules thereunder; and

Terms	Particulars
	(iii) Credit the demat account of the Applicants with such number of Debentures which have been allotted to them within 2 (Two) Business Days from the Deemed Date of Allotment. (iv) The Company shall provide/submit all such post listing disclosures as required under SEBI Master Circular and SEBI NCS Regulations.
Event of Default (including manner of voting /conditions of joining Inter Creditor Agreement)	Please refer to **Annexure 10** (*Events of Default*) of this Key Information Document.
Creation of recovery expense fund	1. The Company shall create and maintain the recovery expense fund in relation to the Debentures with the Stock Exchange equal to 0.01% (decimal point zero one percent) of the Issue size subject to maximum of ₹ 25,00,000 (Indian Rupees Twenty Five Lakh only) to be used by the Debenture Trustee, in accordance with and within the timelines prescribed in the SEBI DT Master Circular. 2. Subject to point 3 below, the amounts in the recovery expense fund shall be utilised in the manner and in line with SEBI DT Master Circular. 3. On and after the occurrence of an Event of Default, the Debenture Trustee shall follow the procedure set out in the SEBI DT Master Circular for utilisation of the recovery expense fund.
Conditions for breach of covenants (as specified in Debenture Trust Deed)	Please refer to **Annexure 10** (*Events of Default*) of this Key Information Document.
Provisions related to Cross Default Clause	Please refer to **Annexure 10** (*Events of Default*) of this Key Information Document.
Role and Responsibilities of Debenture Trustee	As per Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993, as amended from time to time and Debenture Trust Deed and as specified in the Transaction Documents.
Risk factors pertaining to the issue	As set out under Section 3 (*Risk Factors*) of this Key Information Document read with Section 4 of the General Information Document.
Governing Law and Jurisdiction	The Debentures are governed by and shall be construed in accordance with the existing laws of India. Any dispute arising thereof will be subject to the exclusive jurisdiction of the courts at Chennai in India. Over and above the aforesaid terms and conditions, the said Debentures shall be subject to the terms and conditions of the General Information Document, this Key Information Document and terms and conditions of the Debenture Trust Deed/ Debenture Trustee Agreement and other Security

Terms	Particulars
	Documents.

NOTE: THE ISSUER RESERVES ITS SOLE AND ABSOLUTE RIGHT TO MODIFY (PRE-PONE / POSTPONE) THE ABOVE ISSUE SCHEDULE WITHOUT GIVING ANY REASONS OR PRIOR NOTICE. IN SUCH A CASE, INVESTORS SHALL BE INTIMATED ABOUT THE REVISED TIME SCHEDULE BY THE ISSUER. THE ISSUER ALSO RESERVES THE RIGHT TO KEEP MULTIPLE DEEMED DATE(S) OF ALLOTMENT AT ITS SOLE AND ABSOLUTE DISCRETION WITHOUT ANY NOTICE. IN CASE IF THE ISSUE CLOSING DATE / PAY IN DATES IS/ARE CHANGED (PREPONED / POSTPONED), THE DEEMED DATE OF ALLOTMENT MAY ALSO BE CHANGED (PREPONED / POSTPONED) BY THE ISSUER AT ITS SOLE AND ABSOLUTE DISCRETION. CONSEQUENT TO CHANGE IN DEEMED DATE OF ALLOTMENT, THE COUPON PAYMENT DATES AND/OR REDEMPTION DATE MAY ALSO BE CHANGED AT THE SOLE AND ABSOLUTE DISCRETION OF THE ISSUER.

8 EBP DISCLOSURES

Particulars	Details
Interest rate Parameter – zero coupon, fixed coupon or floating coupon	Fixed
Bid opening and closing date	Bid Opening Date: July 8, 2026 Bid Closing Date: July 8, 2026
Minimum Bid Lot	1,000 (One Thousand) Debentures of ₹ 10,000 (Indian Rupees Ten Thousand) each and in multiple of 1 Debenture of ₹ 10,000 (Indian Rupees Ten Thousand) thereafter.
Manner of bidding in the Issue (Open or Closed Bidding)	The Issue will be through closed bidding on the BSE EBP Platform in line with the EBP Guidelines.
Manner of Allotment in the Issue (Uniform Yield Allotment or Multiple Yield Allotment)	The allotment will be done on uniform yield allotment basis in line with the Operational Guidelines.
Type of Book Bidding	price discovery under uniform yield allotment
Pay in Date	July 9, 2026
Deemed Date of Allotment	July 9, 2026
Manner of Settlement in the issuer i.e. through clearing corporation or through escrow bank account of issuer	Settlement of the Issue will be done through ICCL and the account details are given in Section 5.13 (*Payment Mechanism)* of this Key Information Document.
Settlement cycle (i.e., T+1 or T+2 day)	T+1

Particulars	Details
Anchor Investors and Anchor Portion	Not applicable

Notes:

(i) *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;*

(ii) *The list of documents which have been executed in connection with the issue and subscription of Non-Convertible Securities shall be annexed;*

(iii) *While the Non-Convertible Securities are secured to the extent of hundred per cent. of the amount of principal and interest or as per the terms of issue document, in favour of debenture trustee, it is the duty of the debenture trustee to monitor that the security is maintained (applicable in case of secured debentures); and*

(iv) *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". Further, the amount earmarked "General Corporate Purposes", shall not exceed twenty-five per cent. of the amount raised by the issuer in the proposed issue (applicable in case of public issue).*

9 ILLUSTRATION OF CASH FLOWS

Cash Flow

The illustrative cash flows per Debenture (bearing face value of ₹ 10,000) is as under:

Total Cashflows:

Total Cashflows for Investment of Rs.25crore					
Due Date of interest/redemption	**Date of interest/redemption payment**	**Outstanding Principal**	**Principal Repayment**	**Interest**	**Total Cashflow**
01-Aug-26	01-Aug-26	25,00,00,000.00	0	19,69,178.08	19,69,178.08
01-Sep-26	01-Sep-26	25,00,00,000.00	0	26,54,109.59	26,54,109.59
01-Oct-26	01-Oct-26	25,00,00,000.00	0	25,68,493.15	25,68,493.15
01-Nov-26	02-Nov-26	25,00,00,000.00	0	26,54,109.59	26,54,109.59
01-Dec-26	01-Dec-26	25,00,00,000.00	0	25,68,493.15	25,68,493.15
01-Jan-27	01-Jan-27	25,00,00,000.00	0	26,54,109.59	26,54,109.59
01-Feb-27	01-Feb-27	25,00,00,000.00	0	26,54,109.59	26,54,109.59
01-Mar-27	01-Mar-27	25,00,00,000.00	0	23,97,260.27	23,97,260.27
01-Apr-27	02-Apr-27	25,00,00,000.00	0	26,54,109.59	26,54,109.59
01-May-27	03-May-27	25,00,00,000.00	0	25,68,493.15	25,68,493.15
01-Jun-27	01-Jun-27	25,00,00,000.00	0	26,54,109.59	26,54,109.59
01-Jul-27	01-Jul-27	25,00,00,000.00	0	25,68,493.15	25,68,493.15
01-Aug-27	02-Aug-27	25,00,00,000.00	0	26,54,109.59	26,54,109.59
09-Aug-27	09-Aug-27	25,00,00,000.00	25,00,00,000.00	6,84,931.51	25,06,84,931.51

Per Debenture Cashflows:

Total Cashflows (Per Debenture)					
Due Date of interest/redemption	**Date of interest/redemption payment**	**Outstanding Principal**	**Principal Repayment**	**Interest**	**Total Cashflow**
01-Aug-26	01-Aug-26	10,000.00	0	78.77	78.77
01-Sep-26	01-Sep-26	10,000.00	0	106.16	106.16
01-Oct-26	01-Oct-26	10,000.00	0	102.74	102.74
01-Nov-26	02-Nov-26	10,000.00	0	106.16	106.16
01-Dec-26	01-Dec-26	10,000.00	0	102.74	102.74
01-Jan-27	01-Jan-27	10,000.00	0	106.16	106.16
01-Feb-27	01-Feb-27	10,000.00	0	106.16	106.16
01-Mar-27	01-Mar-27	10,000.00	0	95.89	95.89
01-Apr-27	02-Apr-27	10,000.00	0	106.16	106.16
01-May-27	03-May-27	10,000.00	0	102.74	102.74
01-Jun-27	01-Jun-27	10,000.00	0	106.16	106.16
01-Jul-27	01-Jul-27	10,000.00	0	102.74	102.74
01-Aug-27	02-Aug-27	10,000.00	0	106.16	106.16
09-Aug-27	09-Aug-27	10,000.00	10,000.00	27.40	10,027.40

10 UNDERTAKING BY 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 Debentures have not been recommended or approved by any regulatory authority in India, including the SEBI nor does SEBI guarantee the accuracy or adequacy of this Key Information Document. Specific attention of investors is invited to section 'General Risks' on Page Number 1 and the statement of 'Risk factors' given in Section 4 (*Risk Factors*) of the General Information Document and Section 3 (*Risks Factors*) of this Key Information Document**.**

ii. The Issuer, having made all reasonable inquiries, accepts responsibility for, and confirms that this Key Information Document read together with the General 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.

iii. The Issuer has no side letter with any holder of the Debentures. Any covenants later added shall be disclosed on the website of the stock exchange where the Debentures will get listed.

iv. The Issuer hereby undertakes that the charge created is equal to 1.25x of the security cover and is free of encumbrances and 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.

v. The Issuer hereby declares that all disclosures made in this Key Information Document with respect to creation of security are in conformity with the clauses of debenture trustee agreement.

11 DISCLOSURES PRESCRIBED UNDER FORM PAS 4 OF COMPANIES (PROSPECTUS AND ALLOTMENT OF SECURITIES) RULES, 2014

Sr. No.	Disclosure Requirements	Reference
PART A		

Sr. No.	Disclosure Requirements	Reference
1	**GENERAL INFORMATION**	
i.	Name, address, website and other contact details of the Company indicating both registered office and corporate office.	Please refer to the front page of this Key Information Document.
ii.	Date of incorporation of the Company	December 9, 1991
iii.	Business carried on by the Company and its subsidiaries with the details of branches or units, if any	Please refer to Section 5.4 (*A brief summary of the business activities of the subsidiaries of the Issuer*) and 5.5 (*Details of branches or units where the Issuer carries on its business activities, if any*) of the General Information Document. For more details regarding branches or units of the company, please refer the website of the Company at https://www.iclfincorp.com/fileupload/jjJgjH5Rvt
iv.	Brief particulars of the management of the company	Please refer to **Annexure 8** (*Brief Particulars of the Management*) of this Key Information Document.
v.	Names, addresses and DIN of the directors	Please refer to Section 13.1 (*Details of current directors of the Issuer as of Cut Off Date*) of the General Information Document read with Section 6 (D) of this Key Information Document.
vi.	Management's perception of risk factors;	Please refer to Section 4.4 (*Management's perception of Risk Factors*) of the General Information Document.
vii.	Details of default, if any, including therein the amount involved, duration of default and present status, in repayment of – (i) statutory dues; (ii) debentures and interest thereon; (iii) deposits and interest thereon; (iv) loan from any bank or financial institution and interest thereon.	NIL
viii.	Names, designation, address and phone number, email ID of the nodal/ compliance officer of the company, if any, for the private placement offer process;	**Visakh T. V.** **Designation:** Company Secretary and Compliance Officer **Address:** ICL Fincorp Limited, Main Road, Irinjalakuda

Sr. No.	Disclosure Requirements	Reference
		Thrissur– 680121 Kerala, India **Tel.:** +91 480 267 0400, 282 8071, 283 1305 **Email:** cs@iclfincorp.com
ix.	Registrar of the Issue	**Cameo Corporate Services Limited** **Address:** Subramanian Building, No.1 Club House Road, Chennai – 600002, Tamil Nadu, India **Tel**: +91 44 40020700 **Fax**: +91 44 28460129 **Email**: ipo@cameoindia.com **Website**: www.cameoindia.com **Contact Person**: Sreepriya K
x.	Valuation Agency	NIL
xi.	Auditors	**Mohandas & Associates, Chartered Accountants** **Address:** 3rd Floor, "Sree Residency", Press Club Road, Thrissur, Kerala – 680 001 **Tel**: +91 487 233 3124, 232 1290 **Email**: ma.auditors@gmail.com **Website**: N.A. **Contact Person**: Mohandas Anchery **Peer Review no.: 016256**
xii.	Any Default in Annual filing of the Company under the Companies Act, 2013, or the rules made thereunder.	NIL
2	**PARTICULARS OF THE OFFER**	
i.	Financial position of the Company for the last 3 Financial Years;	Please refer to **Annexure C** (*Financial Statements*) of the General Information Document.
ii.	Date of passing of board resolution;	Board resolution dated April 25, 2026 and board resolution dated May 27, 2026. *Certified true copy of the Board Resolutions dated April 25, 2026 and May 27, 2026 have been annexed in* ***Annexure 5*** *(Corporate Authorisations) of this Key Information Document*).
iii.	Date of passing of resolution in the general meeting,	Shareholder resolution dated May 30, 2024.

Sr. No.	Disclosure Requirements	Reference
	authorizing the offer of securities;	*(Certified true copy of the shareholders resolution have been annexed in* ***Annexure*** **5** *(Corporate Authorisations) of this Key Information Document.)*
iv.	Kinds of securities offered (i.e. whether share or debenture) and class of security; the total number of shares or other securities to be issued;	25,000 (Twenty Five Thousand) Secured, Redeemable, Non-Convertible Debentures of a face value of ₹ 10,000 (Indian Rupees Ten Thousand only) each aggregating up to ₹ 25,00,00,000 (Indian Rupees Twenty Five Crore only).
v.	Price at which the **security** is being offered including the premium, if any, along with justification of the price	<u>Non-Convertible Debentures</u> **Face Value**: ₹ 10,000 (Indian Rupees Ten Thousand only) per Debenture **Issue Price**: ₹ 10,000 (Indian Rupees Ten Thousand only) **Justification**: At par
vi.	Name and address of the valuer who performed valuation of the security offered, and basis on which the price has been arrived at along with report of the registered valuer.	Not applicable as the Debentures are issued at par.
vii.	Relevant date with reference to which the price has been arrived at;	Not Applicable
viii.	The class or classes of persons to whom the allotment is proposed to be made;	All QIBs, and any non-QIB Investors, are eligible to apply for this Issue. The following class of investors who fall under the definition of "Qualified Institutional Buyers" under Regulation 2 (ss) of SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended from time to time, are eligible to participate in the offer (being "**Eligible Investors**"): (i) a mutual fund, venture capital fund, alternative investment fund and foreign venture capital investor registered with SEBI; (ii) a foreign portfolio investor ("**FPIs**") other than Individuals, corporate bodies and family offices; (iii) a Public Financial Institution; (iv) a Scheduled Commercial Bank; (v) a multilateral and bilateral developmental financial institution; (vi) a state industrial development corporation; (vii) an Insurance Company registered with the Insurance Regulatory and Development Authority of India;

Sr. No.	Disclosure Requirements	Reference
		(viii) a Provident Fund with minimum corpus of ₹ 25 Crore; (ix) a Pension Fund with minimum corpus of ₹ 25 Crore; (x) 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; (xi) insurance funds set up and managed by army, navy or air force of the Union of India; (xii) insurance funds set up and managed by the Department of Posts, India; and (xiii) systemically important non-banking financial companies. (xiv) All other investors (including corporates) eligible to apply for this Issue pursuant to the SEBI NCS Regulations read with SEBI Master Circular are eligible to apply for this Issue.
ix.	Intention of Promoters, Directors or Key Managerial Personnel to subscribe to the offer (applicable in case they intend to subscribe to the offer);	Not Applicable
x.	The proposed time within which the allotment shall be completed	On the Deemed Date of Allotment
xi.	The names of the proposed allottees and the percentage of post private placement capital that may be held by them	Not Applicable
xii.	The change in control, if any, in the company that would occur consequent to the private placement	Not Applicable
xiii.	The number of persons to whom allotment on preferential basis / private placement / rights issue has already been made during the year, in terms of number of securities as well as price;	Please refer to **Annexure 11 (B)** of this Key Information Document.
xiv.	The justification for the allotment proposed to be made for consideration other	Not Applicable

<table>
<tr><th>Sr. No.</th><th>Disclosure Requirements</th><th>Reference</th></tr>
<tr><td></td><td>than cash together with valuation report of the registered valuer</td><td></td></tr>
<tr><td>xv.</td><td>Amount which the Company intends to raise by way of proposed offer of securities</td><td>₹ 25,00,00,000 (Indian Rupees Twenty Five Crore only).</td></tr>
<tr><td>xvi.</td><td>Terms of raising of securities:
(a) duration; if applicable
(b) rate of dividend or
rate of interest;
(c) mode of payment
(d) mode of repayment;</td><td>
<table>
<tr><th colspan="2">Non-Convertible Debentures</th></tr>
<tr><td>Duration, if applicable (Tenor)</td><td>Please refer to Section 7 (Issue Details) of this Key Information Document.</td></tr>
<tr><td>Deemed Date of Allotment</td><td>Please refer to Section 7 (Issue Details) of this Key Information Document.</td></tr>
<tr><td>Final Redemption Date</td><td>Please refer to sub-heading titled “Redemption Date” and Section 7 (Issue Details) of this Key Information Document.</td></tr>
<tr><td>Coupon Rate</td><td>Please refer to Section 7 (Issue Details) of this Key Information Document.</td></tr>
<tr><td>Coupon Payment Date(s)</td><td>Please refer to Section 7 (Issue Details) of this Key Information Document.</td></tr>
<tr><td>Redemption Premium</td><td>Not Applicable</td></tr>
<tr><td>Default Interest</td><td>Please refer to Section 7 (Issue Details) of this Key Information Document.</td></tr>
<tr><td>Mode of Payment</td><td>Cheque/ DD/ RTGS/ NEFT/ NACH/ Electronic mode and any other prevailing mode of payment from time to time</td></tr>
<tr><td>Mode of Repayment</td><td>Cheque/ DD/ RTGS/ NEFT/ NACH/ Electronic mode and any other prevailing mode of payment from time to time</td></tr>
<tr><td>Rating of Debentures</td><td>Acuité BBB-/Stable (pronounced as Acuité triple B minus rating with a stable outlook) for an amount of ₹200 Crore by Acuité Ratings & Research Limited vide their letter dated March 9, 2026. The rating letter and rationale as released by Credit Rating Agency are</td></tr>
</table>
</td></tr>
</table>

<table>
<tr><th>Sr. No.</th><th>Disclosure Requirements</th><th>Reference</th></tr>
<tr><td></td><td></td><td><table><tr><td></td><td>attached as Annexure 1 (Credit Rating Letter and Rating Rationale and Press Release) of this Key Information Document.</td></tr><tr><td>Redemption Price</td><td>At par - ₹ 10,000 (Indian Rupees Ten Thousand only) per Debenture</td></tr><tr><td>Day Count Basis</td><td>Actual / Actual</td></tr></table></td></tr>
<tr><td>xvii.</td><td>Proposed time schedule for which the private placement offer cum application letter is valid</td><td>Till the Deemed Date of Allotment</td></tr>
<tr><td>xviii.</td><td>Purposes and objects of the Offer</td><td>As set forth in Section 7 (Issue Details) of this Key Information Document.</td></tr>
<tr><td>xix.</td><td>Contribution being made by the promoters or directors either as part of the offer or separately in furtherance of such objects;</td><td>Not Applicable</td></tr>
<tr><td>xx.</td><td>Principle terms of assets charged as security, if applicable;</td><td>As set forth in Section 7 (Issue Details) of this Key Information Document.</td></tr>
<tr><td>xxi.</td><td>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;</td><td>Nil</td></tr>
<tr><td>xxii.</td><td>The pre-issue and post-issue shareholding pattern of the Company</td><td>Please refer to Annexure 6 (Pre-issue and Post-issue Shareholding Pattern of the Company) of this Key Information Document.</td></tr>
<tr><td>xxiii.</td><td>Proposed time schedule for which this Key Information Document is valid.</td><td>On the Deemed Date of Allotment</td></tr>
<tr><td>3</td><td>MODE OF PAYMENT FOR SUBSCRIPTION</td><td>Demand Draft: Not Applicable
Identified investors may use the below payment modes for subscription:
• Cheques
• Electronic clearing services (ECS)
• Real time gross settlement (RTGS)</td></tr>
</table>

Sr. No.	Disclosure Requirements	Reference
		• Direct credit or national electronic fund transfer (NEFT)
4	**DISCLOSURES WITH REGARD TO INTEREST OF DIRECTORS, LITIGATION ETC:**	
i.	Any financial or other material interest of the directors, promoters or managerial personnel in the offer and the effect of such interest in so far as it is different from the interests of other persons.	Not Applicable
ii.	Details of any litigation or legal action pending or taken by any Ministry or Department of the Government or a statutory authority against any promoter of the offeree Company during the last three years immediately preceding the year of the issue of the Private Placement Offer cum Application Letter and any direction issued by such Ministry or Department or statutory authority upon conclusion of such litigation or legal action shall be disclosed	Please refer to Annexure 12 (*Material Developments*) of this Key Information Document
iii.	Remuneration of directors (during the current year and last three Financial Years);	Please refer to Section 13.3 (*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) as at Cut Off Date*) of the General Information Document.
iv.	Related party transactions entered during the last three Financial Years immediately preceding the year of issue of Private Placement Offer cum Application Letter including with regard to loans made or, guarantees given or securities provided;	Please refer to **Annexure C** (*Financial Statements*) of the General Information Document.
v.	Summary of reservations or	There are no reservations or qualifications or emphasis of

Sr. No.	Disclosure Requirements	Reference
	qualifications or adverse remarks of auditors in the last five Financial Years immediately preceding the year of issue of this Private Placement Offer cum Application Letter and of their impact on the financial statements and financial position of the Company and the corrective steps taken and proposed to be taken by the Company for each of the said reservations or qualifications or adverse remark;	matter or adverse remarks in the Company's and in the audited financial statements in the last three Fiscals preceding this Key Information Document.
vi.	Details of any inquiry, inspections or investigations initiated or conducted under the Companies Act, 2013 or any previous Company law in the last three years immediately preceding the year of issue of Private Placement Offer cum Application Letter in the case of Company and all of its subsidiaries, and if there were any prosecutions filed (whether pending or not), fines imposed, compounding of offences in the last three years immediately preceding the year of the Private Placement Offer cum Application Letter and if so, section-wise details thereof for the Company and all of its subsidiaries;	There are no inquiries, inspections or investigations initiated or conducted under the Companies Act or any previous Companies' law in the last three years immediately preceding the year of issue of this Key Information Document against our Company and/or Subsidiary (whether pending or not); fines imposed or compounding of offences done by our Company and/or Subsidiary in the last three years immediately preceding the year of this Key Information Document.
vii.	Details of acts of material frauds committed against the Company in the last three years, if any, and if so, the action taken by the Company.	*Please refer to Section 13.13 (Details of acts of material frauds committed against our Company in the current financial year and last three financial years, if any, and if so, the action that was taken by our Company)* of the General Information Document.
5	**FINANCIAL POSITION OF THE COMPANY**	
a.	The capital structure of the company in the following manner in a tabular form the authorised, issued, subscribed and paid up capital	*Please refer to Annexure 12 (Material Developments*) of this Key Information Document. Refer to the term 'Issue Size' in Section 7 (*Issue Details*) of this Key Information Document.

<table>
<tr><th>Sr. No.</th><th>Disclosure Requirements</th><th>Reference</th></tr>
<tr><td></td><td>(number of securities, description and aggregate nominal value);

size of the present offer;

Paid-up capital

after the offer

after conversion of convertible instruments (if applicable)

share premium account (before and after the offer)</td><td>Please refer to Annexure 12 (Material Developments) of this Key Information Document.</td></tr>
<tr><td>b.</td><td>Details of the existing share capital of the Issuer in a tabular form, indicating therein with regard to each allotment, the date of allotment, the number of shares allotted, the face value of the shares allotted, the price and the form of consideration.

The Issuer shall also disclose the number and price at which each of the allotments were made in the last one year preceding the date of this Key Information Document separately indicating the allotments made for considerations other than cash and the details of the consideration in each case.</td><td>Please refer to Annexure 12 (Material Developments) of this Key Information Document.</td></tr>
<tr><td>c.</td><td>Profits of the company, before and after making provision for tax, for the three Financial Years immediately preceding the date of issue of this Private placement offer letter.</td><td>Consolidated

<table>
<tr><th>Particulars</th><th>31 March 2026
(₹ Lakhs)</th><th>31 March 2025
(₹ Lakhs)</th><th>31 March 2024
(₹ Lakhs)</th></tr>
<tr><td>Profit before Tax</td><td>661.09</td><td>510.17</td><td>105.03</td></tr>
<tr><td>Profit after Tax</td><td>385.58</td><td>247.34</td><td>8.11</td></tr>
</table>
Standalone</td></tr>
</table>

<table>
<tr><th>Sr. No.</th><th>Disclosure Requirements</th><th>Reference</th></tr>
<tr><td></td><td></td><td><table><tr><th>Particulars</th><th>31 March 2026 (₹ Lakhs)</th><th>31 March 2025 (₹ Lakhs)</th><th>31 March 2024 (₹ Lakhs)</th></tr><tr><td>Profit before Tax</td><td>1,157.28</td><td>1005.29</td><td>282.13</td></tr><tr><td>Profit after Tax</td><td>869.14</td><td>717.74</td><td>189.92</td></tr></table></td></tr>
<tr><td>d.</td><td>Dividends declared by the company in respect of the said three Financial Years; interest coverage ratio for last three years (Cash profit after tax plus interest paid/interest paid)</td><td><table><tr><th>Particulars</th><th>31 March 2026 (₹ Lakhs)</th><th>31 March 2025 (₹ Lakhs)</th><th>31 March 2024 (₹ Lakhs)</th></tr><tr><td>Dividend amounts paid (₹ crore)</td><td>0.00</td><td>0.00</td><td>0.00</td></tr><tr><td>Interest Coverage Ratio (cash profit after tax plus interest paid/ interest paid)</td><td>1.26</td><td>1.33</td><td>1.27</td></tr></table></td></tr>
<tr><td>e.</td><td>A summary of the financial position of the company as in the three audited financial statements immediately preceding the date of issue of Private Placement Offer cum Application Letter</td><td>Please refer to Section 11.2 (Key Operational and Financial Parameters) of the General Information Document)</td></tr>
<tr><td>f.</td><td>Audited Cash Flow Statement for the three years immediately preceding the date of issue of Private Placement Offer cum Application Letter</td><td>Please refer to Section 11.2 (Key Operational and Financial Parameters) of the General Information Document)</td></tr>
<tr><td>g.</td><td>Any change in accounting policies during the last three years and their effect on the profits and the reserves of the company</td><td>NIL</td></tr>
<tr><td colspan="2">PART – B: APPLICATION FORM</td><td>Please refer to section titled ‘Application Form’</td></tr>
<tr><td>6</td><td>A DECLARATION BY THE</td><td>Please refer to the Section titled ‘Declaration’</td></tr>
</table>

Sr. No.	Disclosure Requirements	Reference
	DIRECTORS	

12 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

13 USE OF PROCEEDS (IN THE ORDER OF PRIORITY FOR WHICH THE SAID PROCEEDS WILL BE UTILIZED):

(i) **Purpose of the placement:** As set forth in Section 7 (*Issue Details)* of this Key Information Document.

(ii) **Break-up of the cost of the project for which the money is being raised:** Not applicable

(iii) **Means of financing for the project:** Not applicable

(iv) **Proposed deployment status of the proceeds at each stage of the project:** Not applicable

14 CONFIRMATION PERTAINING TO THE USE OF PROCEEDS OF THE ISSUE AS REQUIRED UNDER THE SEBI NCS REGULATIONS

A. If the proceeds, or any part of the proceeds, of the Issue are or is to be applied directly or indirectly:

A. in the purchase of any business; or

B. 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–

I. 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

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

Not Applicable

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

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

B. 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;

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

D. the particulars of every transaction relating to the property completed within the two

preceding years, in which any vendor of the property or any person who is or was at the time of the transaction, a promoter or a director or proposed director of the Company, had any interest, direct or indirect, specifying the date of the transaction and the name of such promoter, director or proposed director and stating the amount payable by or to such vendor, promoter, director or proposed director in respect of the transaction:

Provided that if the number of vendors is more than five, then the disclosures as required above shall be on an aggregated basis, specifying the 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.

Not Applicable

C. If:

A. the proceeds, or any part of the proceeds, of the Issue 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

B. 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 –

I. 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

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

Not Applicable

D. The said report shall:

I. indicate how the profits or losses of the other body corporate dealt with by the report would, in respect of the shares to be acquired, have concerned members of the 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 Company had at all material times held the shares proposed to be acquired; and

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

Not Applicable

15 PARTICULARS OF THE MATERIAL CONTRACTS

Material Contracts – By very nature and volume of its business, the Company is involved in a large number of transactions involving financial obligations and therefore it may not be possible to furnish details of all material contracts and agreements involving financial obligations of the Company. However, the contracts referred to in Para A below (not being contracts entered into in the ordinary course of the business carried on by the Company) which are or may be deemed to be material for this Issue have been entered into by the Company.

Para A:

(a) Letter dated June 22, 2026 appointing MITCON Credentia Trusteeship Services Limited, as trustee for the benefit of the Debenture Holders ("**Debenture Trustee**").

(b) Debenture Trustee Agreement dated June 22, 2026.

(c) Tripartite Agreement dated July 30, 2018 between CDSL, the Company and the Registrar to the Issue; and

(d) Tripartite Agreement dated August 1, 2018 between NSDL, the Company and the Registrar to the Issue.

Para B:

(a) Certificate of Incorporation of Company dated December 9, 1991, issued by RoC.

(b) Fresh Certificate of Incorporation of the Company dated April 26, 2004, issued by RoC pursuant to change of the name of our Company from 'Jawahar Finance Limited' to 'Irinjalakuda Credits & Leasing Company Limited'.

(c) Fresh Certificate of Incorporation of the Company dated May 8, 2016, issued by RoC pursuant to change of the name of our Company from 'Irinjalakuda Credits & Leasing Company Limited' to 'ICL Fincorp Limited'.

(d) Memorandum and Articles of Association of the Company, as amended to date.

(e) Certificate of registration dated August 18, 1999 bearing registration no. – 07.00437 issued by the RBI to carry on the activities of an NBFC under Section 45 IA of the Reserve Bank of India Act, 1934. Further, our Company has received certificate of registration dated May 16, 2005 bearing registration number B-07.00437 issued by RBI under Section 45IA of the Reserve Bank of India Act, 1934 pursuant to the change in name from 'Jawahar Finance Limited' to 'Irinjalakuda Credits & Leasing Company Limited' and receipt of revised certificate of incorporation from RoC, dated April 26, 2004. Thereafter, we have received another certificate of registration dated June 9, 2016 bearing registration number B-07.00437 issued by RBI under Section 45IA of the Reserve Bank of India Act, 1934 pursuant to the further change in name from 'Irinjalakuda Credits & Leasing Company Limited' to 'ICL Fincorp Limited' and receipt of revised certificate of incorporation from RoC, dated May 8, 2016.

(f) Board resolution dated April 25, 2026 authorising inter alia issue of non-convertible debentures on private placement basis.

(g) Shareholders resolution dated May 30, 2024 authorising inter alia the borrowing limits;

(h) Consent letter dated June 22, 2026 from MITCON Credentia Trusteeship Services Limited for acting as Debenture Trustee for and on behalf of the Debenture Holders.

(i) Consent letter dated June 19, 2026 provided by the Registrar.

(j) Due diligence certificate issued by Debenture Trustee dated July 3, 2026.

(k) Application made to BSE for grant of in-principle approval for listing of Debentures.

(l) Letter from BSE conveying its in-principle approval for listing of Debentures.

(m) Letter from Acuité dated March 9, 2026 conveying the credit rating for the Debentures of the Company.

(n) Annual Reports of the Company for last three years.

(o) Due diligence certificate issued by Merchant Banker dated July 3, 2026

(p) Any other material contract as may specified under the General Information Document.

16 DISCLOSURES IN TERMS OF SEBI DEBENTURE TRUSTEE MASTER CIRCULAR

(a) The Debentures 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.

(b) Terms and conditions of the Debenture Trustee Agreement.

I. Fees charged by Debenture Trustee

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 such any other expenses like advertisement, notices, letters to Debenture Holders, and additional professional fees/expenses that would be incurred in case of default. The remuneration of the Debenture Trustee shall be as per engagement letter no MCTSL/EL/25-26/132 dated June 04, 2025 issued by the Debenture Trustee shall be (i) Acceptance fee of Rs. 65,000 (Rupees Sixty Five Thousand Only) exclusive of taxes (one –time) (ii) Annuity Charges of Rs. 25,000 (Rupees Twenty Five Thousand Only) per annum exclusive of taxes and (iii) Reimbursement of out of Pocket expenses, if any. Arrears of instalments of annual service charges, if any, shall carry interest at the rate as applicable under the Micro, Small and Medium Enterprises Development Act, 2006, as amended from time to time.

The Company undertakes that the disclosures made in this Key Information Document with respect to creation of security are in conformity with the clauses of debenture trustee agreement.

II. Terms of carrying out due diligence

(1) The Debenture Trustee, either through itself or its agents /advisors/consultants, shall carry out initial and on continuous basis the requisite diligence (to the extent required under applicable laws).

(2) Without prejudice to the aforesaid, the Company shall ensure that it provides and procures all information, documents, reports, representations, confirmations and disclosures as may be required by the Debenture Trustee to carry out the requisite diligence in connection with the issuance of the Debentures, in accordance with the Relevant Laws.

(3) The Debenture Trustee shall have the power to independently appoint intermediaries, valuers, chartered accountant firms, practicing company secretaries, consultants, lawyers and other entities in accordance with the Relevant Laws in order to assist in conducting the diligence by the Debenture Trustee in connection with the issuance of the Debentures. All the reasonable costs, charges, fees and expenses that are associated with and incurred in relation to the diligence as well as preparation of the reports/certificates/documentation, including all reasonable out of pocket expenses towards legal or inspection costs, travelling and other costs, shall be paid in terms of the Debenture Trustee Letter.

(c) **Other confirmations**

The Debenture Trustee confirms that they have undertaken the necessary due diligence in accordance with Applicable Law including the SEBI (Debenture Trustees) Regulations, 1993, read with the SEBI DT Master Circular. The due diligence certificate in this regard is enclosed as **Annexure 7** (*Debenture Trustee Due Diligence Certificate*) of this Key Information Document.

17 AUTHORITY FOR THE ISSUE

The Issue has been authorised by the Issuer through the resolution(s) passed by the Board of Directors of the Issuer on April 25, 2026. The Issuer confirms that the aggregate borrowing post-Issue would be within the overall borrowings limit approved by Shareholders vide Special Resolution dated May 30, 2024.

The Company proposes to Issue the Debentures on the terms set out in this Key Information Document subject to the provisions of the Companies Act, the SEBI NCS Regulations, the Memorandum and Articles of the Issuer, Application Form, and other terms and conditions as may be incorporated in the Issue Documents. This section applies to all Identified Persons. Please note that all Identified Persons are required to make payment of the full application amount along with submission of the Application Form.

DECLARATION

The Company hereby declares that the Key Information Document contain full disclosure in accordance with SEBI NCS Regulations, the Companies Act and the Operational Guidelines.

The Company undertakes and confirms that the Key Information Document(s) does not omit disclosure of any material fact which may make the statements made therein, in the light of the circumstances under which they are made, misleading.

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

Without prejudice to the above, on behalf of the Board of Directors of the Company, confirm that:

(a) The Company has complied with the provisions of the Securities Contracts (Regulation) Act, 1956, the Securities and Exchange Board of India Act, 1992, Companies Act, 2013 and the rules and regulations made thereunder;

(b) The compliance with the above acts and rules does not imply that payment of dividend or interest or repayment of 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 the relevant Key Information Document(s);

(d) Nothing in the Key Information Document is contrary to the provisions of Companies Act, the Securities Contracts (Regulation) Act, 1956 (42 of 1956) and the SEBI Act, 1992 (15 of 1992) and the rules and regulations made thereunder;

(e) the clause on "General Risks" has been suitably incorporated in prescribed format in the Key Information Document; and

(f) the contents of the Key Information 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.

We , Kuzhuppilly Govinda Menon Anilkumar, Chairman and Managing Director and Umadevi Anilkumar, Whole-time Director and Chief Executive Officer, are authorised by the Board of Directors of the Company vide resolution dated April 25, 2026, to sign the Key Information Document and declare that all the requirements of Companies Act, 2013 and the rules made thereunder in respect of this subject matter of the Key Information Document and matters incidental thereto have been complied with. Whatever is stated in Key Information Document and in the attachments thereto is true, correct and complete and no information material to the subject matter of the Key Information Document been suppressed or concealed and is as per the original records maintained by the 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 the Key Information Document, as required.

For ICL Fincorp Limited

Signed By:

Name: Kuzhuppilly Govinda Menon Anilkumar	Name: Umadevi Anilkumar
Designation: Chairman and Managing Director	Designation: Whole-time Director and Chief Executive Officer
DIN: 00766739	DIN: 06434467

Date: July 03, 2026
Place: Hong Kong

ICL FINCORP LIMITED ICL IRINJALAKUDA

APPLICATION FORM

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FOR RESIDENT APPLICANTS ONLY

APPLICATION FORM NO.

ICL Fincorp

ICL FINCORP LIMITED

Reg. Office: Plot No. C308, Door No.66/40, 4th Avenue, Ashok Nagar, Chennai, Tamil Nadu -600 083. 044 - 23713139
Corp. Office: Main Road, Irinjalakuda, Thrissur, Kerala - 680121 0480 2828071, 2831305
info@icilfincorp.com www.iclfincorp.com

DEBENTURE APPLICATION FORM

To,
The Board of Directors
ICL FINCORP LIMITED

I/We have received, read and understood the terms and conditions of this Application Form and the contents of General Information Document, Key Information Document , Private Placement Offer Letter in form PAS-4 and accompanying term sheet ("Information Document") for Issue of Secured Redeemable Non-Convertible Debentures of Rs.10,000/- each and agree to the Applicants Undertaking as given in the overleaf. Further I give my unconditional consent to receive all the Communications via email from the Company. I/We apply to allot me/us the debentures as per the details given below.

APPLICANT'S DETAILS – PLEASE FILL IN BLOCK LETTERS

FIRST APPLICANT (MR. /MS. / M/S.):.....................................

OCCUPATION:..................................... DATE OF BIRTH:.....................

ADDRESS OF APPLICANT:.....................................

....

.... PIN CODE:.....................

NAME OF FATHER:.....................................

E-MAIL:..................................... MOB:.....................

NAME OF GUARDIAN (IF APPLICANT IS MINOR) (MR. / MS.):.....................................

SECOND APPLICANT (MR. /MS ./ M/S.):.....................................

PAN:..................................... TDS ☐ NOT TO BE DEDUCTED (FORM 15G/H IS ENCLOSED) ☐ TO BE DEDUCTED

DEPOSITORY DETAILS

☐ NSDL ☐ CDSL (Tick whichever is applicable) DP ID AND CLIENT ID:.....................................

INVESTMENT AND SCHEME DETAILS

SCHEME DETAILS (Tick the relevant option)	COUPON RATE	COUPON RATE: IF PUT OPTION AVAILED
MONTHLY SCHEMES ☐ OPTION 1 - 13 MONTHS	12.50%	Not Applicable

OPTIONS	OPTION 1	OPTION 2	OPTION 3	OPTION 4	OPTION 5
No of NCDs APPLIED					
AMOUNT PAYABLE					
GRAND TOTAL	**TOTAL NO OF NCDs**	**TOTAL AMOUNT PAYABLE**	**(Rupees in words)**		**(Rupees in figures)**

PAYMENT DETAILS (BANK DETAILS FROM WHICH PAYMENT IS MADE)

☐ UPI ☐ NEFT/RTGS ☐ CHEQUE

NAME OF THE ACCOUNT HOLDER:.....................................

BANK NAME AND BRANCH:.....................................

IFSC CODE:..................................... CHEQUE NO.: ....

NEFT/RTGS REF NO.:.....................................

ACCOUNT NO.:.....................................

SIGNATURE OF SOLE/FIRST APPLICANT	SIGNATURE OF SECOND APPLICANT

Date:.................................

APPLICANT'S UNDERTAKING

1. I/ We have read, understood and agreed to the contents and terms and conditions of Information Documents of ICL FINCORP LIMITED.
2. I/ We hereby apply for allotment of the NCDs to me/us and the amount payable on application is remitted herewith.
3. I/ We irrevocably give my/our authority and consent to Mitcon Credentia Trusteeship Services Limited (formerly known as Mitcon Trusteeship Services Limited) (the "Debenture Trustee") to act as my/our trustee and for doing such acts as are necessary to carry out its duties in such capacity.
4. I am/ We are Indian National(s) resident in India and I am/ we are not applying for the said NCDs as nominee(s) of any person resident outside India and/or foreign national(s).
5. In making my/our investment decision, I/we have relied on my/our own examination of ICL Fincorp Limited and the terms of the Issue, including the merits and risks involved and my/our decision to make this application is solely based on disclosures contained in the Information Documents.
6. I/We have obtained the necessary statutory and/or regulatory permissions/approvals for applying for, subscribing to, and seeking allotment of the NCDs applied for and eligible to apply in accordance with the applicable law.
7. I/We confirm that the subscription for the NCDs issued under private placement basis have been made from my own bank account as mentioned in the overleaf of this Application form and not from a third party bank account.

INSTRUCTIONS TO FILL SUBSCRIPTION APPLICATION FORM

1. Application must be completed in full BLOCK LETTER IN ENGLISH except in case of signature. Applications, which are not complete in every respect, are liable to be rejected.
2. Payments must be made by Cheque, NEFT, RTGS or any other Modes of Banking except in cash to the designated account provided by the Issuer (the "Designated Bank Account").
3. The Subscription Application Form along with relevant documents should be forwarded to the corporate office of the Issuer, to the attention of company secretary, authorised person along on the same day the application money is deposited in the Bank or with the clearing corporation. A copy of PAN Card must be attached to the application.
4. In the event of debentures offered being over-subscribed, the same will be allotted in such manner and proportion as may be decided by the Company.
5. The Debentures shall be issued in Demat form only and subscribers may carefully fill in the details of Client ID/ DP ID.
6. In the case of application made under power of attorney or by limited companies, corporate bodies, registered societies, trusts etc., following documents (attested by Company Secretary /Directors) must be lodged along with the application or sent directly to the Company at its corporate office to the attention of company secretary, authorised person along with a copy of the Subscription Application Form.
   (a) Memorandum and Articles / documents governing constitution / certificate of incorporation.
   (b) Board resolution of the investor authorising investment.
   (c) Certified true copy of the power of attorney.
   (d) Specimen signatures of the authorised signatories duly certified by an appropriate authority.
   (e) PAN (otherwise exemption certificate by IT authorities).
   (f) Specimen signatures of authorised persons.
   (g) SEBI registration certificate, if applicable.
7. Any Subscription Application Form received from a person other than an Eligible Investor will be invalid. Further, any incomplete Subscription Application Form not accompanied by the filled in Eligible Investor Details in Part B of the Subscription Application Form will also be treated as invalid.

IMPERSONATION

Attention of the Applicants is specifically drawn to the provisions of sub-section (1) of section 38 of the Companies Act, 2013, which is reproduced below:
"Any person who: (a) makes or abets making of an application in a fictitious name to a company for acquiring, or subscribing for, its securities; or (b) makes or abets making of multiple applications to a company in different names or in different combinations of his name or surname for acquiring or subscribing for its securities; or (c) otherwise induces directly or indirectly a company to allot, or register any transfer of, securities to him, or to any other person in a fictitious name, shall be liable for action under section 447."

COMPANY CONTACT DETAILS	REGISTRAR CONTACT DETAILS
ICL FINCORP LIMITED **Registered office:** Plot No. C308, Door No. 66/40, 4th Avenue, Ashok Nagar, Chennai– 600 083, Tamil Nadu, India. **Tel:**+91 44 4208 2381, 2958 0014 **Corporate office:** ICL Fincorp Limited, Main Road, Irinjalakuda, Thrissur -680121, Kerala, India. **Tel:** +91 480 267 0400, 282 8071, 283 1305 **Company Secretary and Compliance Officer:** Mr. Visakh TV **Email:** cs@iclfincorp.com; **CIN:**U65191TN1991PLC021815; **Website:** www.iclfincorp.com	**CAMEO CORPORATE SERVICES LIMITED** Subramanian Building, No.1 Club House Road, Chennai - 600002, Tamil Nadu, India **Tel:** +91 44 40020700/28460390; **Fax**: N.A. **Email:** ipo@cameoindia.com **Online Investor Portal:** https://wisdom.cameoindia.com **Website:** www.cameoindia.com **Contact Person:** K. Sreepriya **SEBI Registration No.:** INR000003753 **CIN:** U67120TN1998PLC041613

PART - B

(To be filled by the Applicant)

Sl.no.	Particulars	Response
i.	Name	
ii.	Father's name	
iii.	Complete Address including Flat/House Number, street, Locality, Pin Code	
iv.	Phone number, if any	
v.	email ID, if any	
vi.	PAN Number	
vii.	Bank Account Details	
viii.	Tick whichever is applicable	
(a) The applicant is not required to obtain Government approval under the Foreign Exchange Management (Non-debt Instruments) Rules, 2019 prior to subscription of shares.-		☐
(b) The applicant is required to obtain Government approval under the Foreign Exchange Management (Non-debt Instruments) Rules, 2019 prior to subscription of shares and the same has been obtained, and is enclosed herewith.-		☐
ix.	Signature of the applicant	
x.	Initial of the Officer of the company designated to keep the record	

ANNEXURE 1

CREDIT RATING LETTERS AND RATING RATIONALE / PRESS RELEASE

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Rating Letter - Intimation of Rating Action

Scan this QR Code to verify authenticity of this rating

Letter Issued on : March 09, 2026
Letter Expires on : February 25, 2027
Annual Fee valid till : February 25, 2027

ICL FINCORP LIMITED
PLOT NO. C308, DOOR NO. 66/40, 4TH AVRNUE,
ASHOK NAGAR,
Chennai 600083
TAMIL NADU

Kind Attn.: Mr. Mr. K G anilkumar, Managing director (Tel. No.8589020137)

Sir / Madam,

Sub.: Rating(s) Assigned - Debt Instruments of ICL FINCORP LIMITED

Please note that the current rating(s) and outlook, instrument details, and latest rating action for the aforementioned instrument are as under:

Product	Quantum (Rs. Cr)	Long Term Rating	Short Term Rating
Non Convertible Debentures (NCD)	200.00	ACUITE BBB- | Stable | Assigned	-
Total Outstanding Quantum (Rs. Cr)	200.00	-	-

Acuité reserves the right to revise the rating(s), along with the outlook, at any time, on the basis of new information, or other circumstances which Acuité believes may have an impact on the rating (s). Such revisions, if any, would be appropriately disseminated by Acuité as required under prevailing SEBI guidelines and Acuité 's policies.

This letter will expire on **February 25, 2027** or on the day when Acuité takes the next rating action, whichever is earlier. It may be noted that the rating(s) is subject to change anytime even before the expiry date of this letter. Hence lenders / investors are advised to visit https://www.acuite.in/ OR scan the QR code given above to confirm the current outstanding rating(s).

Acuité will re-issue this rating letter on **February 26, 2027** subject to receipt of surveillance fee as applicable. If the rating(s) is reviewed before **February 25, 2027**, Acuité will issue a new rating letter.

Please note that under extant SEBI regulations and as per the terms of the rating agreement, once a rating is accepted and outstanding, the issuer is required to promptly furnish the 'No Default Statement' on the first working day of every month.

Sd/-
Chief Rating Officer

This is a system generated document. No signature is required.

Annexures: A. Details of the Rated Instrument

Annexure A. Details of the rated instrument			
Instruments	**Scale**	**Amt. (Rs. Cr)**	**Rating Assigned (Outlook) | Rating Action**
Proposed Non Convertible Debentures	Long-term	200.00	ACUITE BBB- (Stable) | Assigned
Total Quantum Rated		**200.00**	-

PRESS RELEASE/ RATING RATIONALE ISSUED

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Press Release

March 09, 2026

ICL FINCORP LIMITED
Rating Assigned and Reaffirmed

Product	Quantum (Rs. Cr)	Long Term Rating	Short Term Rating
Bank Loan Ratings	150.00	ACUITE BBB- | Stable | Assigned	-
BOND	50.00	ACUITE BBB- | Stable | Reaffirmed	-
Non Convertible Debentures (NCD)	200.00	ACUITE BBB- | Stable | Assigned	-
Non Convertible Debentures (NCD)	140.57	ACUITE BBB- | Stable | Reaffirmed	-
Total Outstanding	540.57	-	-
Total Withdrawn	0.00	-	-

Rating Rationale

Acuite has assigned its long term rating of **'ACUITE BBB-' (read as ACUITE triple B minus)** to Rs.150.00 Cr. Bank Loan Ratings of ICL Fincorp Limited (ICLFL). The outlook is '**Stable**'.

Acuite has also reaffirmed its long term rating of **'ACUITE BBB-' (read as ACUITE triple B minus)** to Rs.50 Cr. Bonds of ICL Fincorp Limited (ICLFL). The outlook is '**Stable**'.

Acuite has assigned its long term rating of **'ACUITE BBB-' (read as ACUITE triple B minus)** to Rs.200.00 Cr. Non Convertible Debentures of ICL Fincorp Limited (ICLFL). The outlook is '**Stable**'.

Acuite has reaffirmed its long term rating of **'ACUITE BBB-' (read as ACUITE triple B minus)** to Rs.140.57 Cr. Non Convertible Debentures of ICL Fincorp Limited (ICLFL). The outlook is '**Stable**'.

Rationale for rating

The rating reaffirmation continues to factor in the experience of promotors in the gold loan financing segment and moderate earning profile. ICLFL's AUM has improved to Rs.862.70 Cr. as on December 31, 2025 as against Rs.644.79 Cr. as on March 31st 2025 and Rs.472.18 Cr. as on March 31st 2024. ICLFL's net interest margins has improved at 19.90 percent in FY25 as against 18.62 percent in FY24. The PAT for 9MFY25 stood at Rs. 2.7 Cr. and Rs.7.18 Cr as on FY25. The rating however, remains constrained by geographical concentration, limited financial flexibility and highly competitive business of gold loans. Going forward, the company's ability to raise capital, profitable scale up the loan portfolio while maintaining the capital adequacy and asset quality metrics wil be key rating monitorable.

About the company

ICL Fincorp Limited (ICLFL) was established in 1991 and started its non-banking financial services operation in 1999 with the approval of Reserve Bank of India. The company acquired a Chennai based NBFC company, Jawahar Finance Company, and renamed it as 'Irinjalakuda Credits and Leasing Company Limited' in 2004. The company was renamed to 'ICL Fincorp Ltd' in May 2016. IFL is based in Irinjalakuda, Thrissur, Kerala. The company started lending against consumer durables and later ventured into gold loans in 2013. The company currently offers gold loans, smal business loans, personal loans, loan against property (LAP), and two wheeler loan. The promoter is also engaged in health care, textiles, chits, and tours and travel businesses through separate companies. The registered office of the company is in Chennai. The directors of the company are Mr. Kuzhuppily Govinda Menon Anilkumar, Ms. Umadevi Anilkumar, Mr. Ambadath Aiyyappan Balan, Mr. Kakkeri Kochakkan Wilson, Mr. Sreejith Surendran Pilai and Mr. Shinto Stanly.

Unsupported Rating

Not applicable.

Analytical Approach

Acuite has considered the standalone business and financial risk profile of ICL Fincorp limited to arrive at the rating

Key Rating Drivers

Strength

Experienced promotors and established track record of operations

The promotors have more than three decades of experience and a strong understanding of customer profile in the region of operations. Given the company's long track record of presence of more than three decades in State of Kerala, the company has built good creditable with borrowers. The company is managed by Mr. K G Anil Kumar, the managing director of the company has long standing experience in various businesses and financial services. The day to day operations of the company are managed by Mr. K G Anil Kumar and Ms. Uma Devi Anil Kumar who is supported by team of proffesionals. Acuite belives that ICLFL wil continue to benefit from experience of promotors and established track record of operations in gold loan segment.

Stable Business growth aided by continuous expansion

The company has demonstrated stable growth in its business metrics as evident by growth in AUM to Rs.862.70 Cr. as on December 31st 2025 as against Rs.644.79 as on March 31st 2025 and Rs.472.18 Cr. as on March 31st 2024. Total disbursements in FY25 stood at Rs.1717.87 Cr. as against Rs.1670.78 Cr. in FY2024. High proportion of gold loans in total AUM is also attributable to company's expertise in gold loans and opex in new states outside of Kerala like Andhra Pradesh, Karnataka, Telangana, Tamil Nadu and Orissa. Increase in outstanding gold loan portfolio would make the portfolio more secure and would reduce the risk of losses. Going forward company is planning to diversify into other segment like vehicle loan, business loan, personal loans and property loans.

Geographical concentration

ICLFL has presence majorly in south Indian states of Kerala, Tamil Nadu, Telangana, Karnataka, Andhra Pradesh and Orissa. Company's loan book is majorly concentrated in Kerala with the share of 37.09 as on H1FY26 percent of total portfolio. Decline is attributable to company opex in other states in South India and Orissa. Further, company has expanded it's presence in Maharashtra and Gujrat.

Weakness

Timely infusion of capital in order to maintain CRAR as per regulatory requirements

Capital to risk assets ratio(CRAR) stood at 19.65 percent as on March 31st 2025 as against 15.00 percent as on March 31 2024. The gearing ratio of the company stood at

5.98 times as on 9MFY26 as against 5.43 times as on March 31st 2025. Timely infusion of capital to facilitate capitalisation requirement as per regulatory requirement would be key rating monitorable.

Competitive nature of the Industry

ICLFL is exposed to stiff competition from other varied sized NBFCs. The lending industry focused around gold, two wheeler vehicle loan, LAP and secured business loan are highly fragmented with unorganized lenders also vying for the same set of borrowers. However, ICLFL professional management and focused approach towards these lending and conservative underwriting policy standards is expected to grow its business while mitigating the risks attached to them.

ESG Factors Relevant for Rating

ICL Fincorp Limited (ICLFL) was established in 1991 and started its non-banking financial services operation in 1999 with the approval of Reserve Bank of India. The company currently offers gold loans, small business loans, personal loans, loan against property (LAP), and two wheeler loan. The promoter is also engaged in health care, textiles, chits, and tours and travel businesses through separate companies. The registered office of the company is in Chennai. ICL Fincorp Limited maintains adequate governance and ethical standards, supported by clear policies on corruption mitigation, whistle-blower protection and related-party transactions. The Bank has implemented a structured cyber-security framework and conducts periodic assessments and awareness initiatives to ensure strong data protection and operational resilience and adherence to ethical business practices.

Rating Sensitivity

- ?Movement in capital structure and timely infusion of capital
- Movement in liquidity buffers
- Movement in earning profile
- Changes in regulatory environment

All Covenants

The Company agrees, confirms and undertakes to comply with and maintain the following Financial Covenants, at all times till the Final Settlement Date:

1. The below Financial covenants shall be tested on an annual basis (March end of each financial year) basis based on audited results of the relevant period:

Consolidated Gross Debt / EBITDA – 1) Not more than 4.5 times for the financial year 2023-2024;
2) Not more than 4.0 times for the financial year 2024-2025;
3) Not more than 3.5 times for the financial year 2025-2026;
And then shall not be more than 3.0 times from Financial year 2026-2027 onwards.
Security Cover Ratio - Not less than 1.5 times of the Security cover until the final settlement date.

In the event there is breach in the aforesaid Financial Covenants, the Issuer shall be permitted a time period of 30 (thirty) days from the date on which the Issuer becomes aware of such breach or the Debenture Trustee provides a written notice to the Issuer, whichever is earlier, to cure such breach by providing additional security or such other methods as may be mutually acceptable to the Issuer and the Debenture Trustee.

For the purpose of the Financial Covenants, the following expressions have the meaning set out against them:

“EBITDA” means earnings before Interest depreciation and tax, with respect to any period, earnings and other income of the issuer on consolidated basis before deduction of interest, tax, depreciation and amortization, share of joint ventures and associates and any exceptional items for that period.

“Gross Debt” means for a relevant period, the Financial Indebtedness of the Issuer on a consolidated basis.

Liquidity Position

Adequate
ICLFL's overall liquidity profile remains adequate with no negative cumulative mis-matches in near to medium term as per ALM dated December 31, 2025. The company had cash and cash equivalent of Rs.32.39 Cr. as on March 31, 2025.

Outlook - Stable

Other Factors affecting Rating
None

Key Financials - Standalone / Originator

Particulars	Unit	FY25 (Actual)	FY24(Actual)
Total Assets	Rs. Cr.	830.49	613.34
Total Income*	Rs. Cr.	118.30	86.28
PAT	Rs. Cr.	7.18	1.90
Net Worth	Rs. Cr.	118.84	91.11
Return on Average Assets (RoAA)	(%)	0.99	0.33
Return on Average Net Worth (RoNW)	(%)	6.84	2.18
Debt/Equity	Times	5.43	5.11
Gross NPA	(%)	1.03	1.51
Net NPA	(%)	0.88	1.33

**Total income equals to Net Interest Income plus other income*

Status of non-cooperation with previous CRA (if applicable):
Not applicable

Any other information
None

Applicable Criteria
• Application Of Financial Ratios And Adjustments: https://www.acuite.in/view-rating-criteria-53.htm
• Default Recognition: https://www.acuite.in/view-rating-criteria-52.htm
• Non-Banking Financing Entities: https://www.acuite.in/view-rating-criteria-44.htm

Note on complexity levels of the rated instrument
In order to inform the investors about complexity of instruments, Acuité has categorized such instruments in three levels: Simple, Complex and Highly Complex. Acuite's categorisation of the instruments across the three categories is based on factors like variability of the returns to the investors, uncertainty in cash flow patterns, number of counterparties and general understanding of the instrument by the market. It has to be understood that complexity is different from credit risk and even an instrument categorized as 'Simple' can carry high levels of risk. For more details, please refer Rating Criteria "Complexity Level Of Financial Instruments" on www.acuite.in.

Rating History

Date	Name of Instruments/Facilities	Term	Amount (Rs. Cr)	Rating/Outlook
27 Feb 2026	Proposed Bond	Long Term	50.00	ACUITE BBB- | Stable (Reaffirmed)
	Proposed Non Convertible Debentures	Long Term	4.69	ACUITE BBB- | Stable (Reaffirmed)
	Non-Covertible Debentures (NCD)	Long Term	12.67	ACUITE BBB- | Stable (Reaffirmed)
	Non-Covertible Debentures (NCD)	Long Term	1.19	ACUITE BBB- | Stable (Reaffirmed)
	Non-Covertible Debentures (NCD)	Long Term	3.94	ACUITE BBB- | Stable (Reaffirmed)
	Non-Covertible Debentures (NCD)	Long Term	0.50	ACUITE BBB- | Stable (Reaffirmed)
	Non-Covertible Debentures (NCD)	Long Term	1.87	ACUITE BBB- | Stable (Reaffirmed)
	Non-Covertible Debentures (NCD)	Long Term	1.03	ACUITE BBB- | Stable (Reaffirmed)
	Non-Covertible Debentures (NCD)	Long Term	0.38	ACUITE BBB- | Stable (Reaffirmed)
	Non-Covertible Debentures (NCD)	Long Term	0.24	ACUITE BBB- | Stable (Reaffirmed)
	Non-Covertible Debentures (NCD)	Long Term	18.75	ACUITE BBB- | Stable (Reaffirmed)
	Non-Covertible Debentures (NCD)	Long Term	21.21	ACUITE BBB- | Stable (Reaffirmed)
	Non-Covertible Debentures (NCD)	Long Term	5.18	ACUITE BBB- | Stable (Reaffirmed)
	Non-Covertible Debentures (NCD)	Long Term	17.72	ACUITE BBB- | Stable (Reaffirmed)
	Non-Covertible Debentures (NCD)	Long Term	18.73	ACUITE BBB- | Stable (Reaffirmed)
	Non-Covertible Debentures (NCD)	Long Term	3.59	ACUITE BBB- | Stable (Reaffirmed)
	Non-Covertible Debentures (NCD)	Long Term	2.36	ACUITE BBB- | Stable (Reaffirmed)
	Non-Covertible Debentures (NCD)	Long Term	0.06	ACUITE BBB- | Stable (Reaffirmed)
	Non-Covertible Debentures (NCD)	Long Term	1.34	ACUITE BBB- | Stable (Reaffirmed)
	Non-Covertible Debentures (NCD)	Long Term	9.76	ACUITE BBB- | Stable (Reaffirmed)
	Non-Covertible Debentures (NCD)	Long Term	3.72	ACUITE BBB- | Stable (Reaffirmed)
	Non-Covertible Debentures (NCD)	Long Term	0.64	ACUITE BBB- | Stable (Reaffirmed)
	Non-Covertible Debentures (NCD)	Long Term	0.63	ACUITE BBB- | Stable (Reaffirmed)
	Non-Covertible Debentures (NCD)	Long Term	0.15	ACUITE BBB- | Stable (Reaffirmed)
	Non-Covertible Debentures (NCD)	Long Term	0.54	ACUITE BBB- | Stable (Reaffirmed)
	Non-Covertible Debentures (NCD)	Long Term	1.61	ACUITE BBB- | Stable (Reaffirmed)
	Non-Covertible Debentures (NCD)	Long Term	1.34	ACUITE BBB- | Stable (Reaffirmed)
	Non-Covertible Debentures (NCD)	Long Term	0.70	ACUITE BBB- | Stable (Reaffirmed)
	Non-Covertible Debentures (NCD)	Long Term	1.60	ACUITE BBB- | Stable (Reaffirmed)
	Non-Covertible Debentures (NCD)	Long Term	2.12	ACUITE BBB- | Stable (Reaffirmed)
	Non-Covertible Debentures (NCD)	Long Term	1.98	ACUITE BBB- | Stable (Reaffirmed)
	Non-Covertible Debentures (NCD)	Long Term	0.33	ACUITE BBB- | Stable (Reaffirmed)
	Non-Covertible Debentures (NCD)	Long Term	8.08	ACUITE Not Applicable (Withdrawn)
	Non-Covertible Debentures (NCD)	Long Term	0.32	ACUITE Not Applicable (Withdrawn)
	Non-Covertible Debentures (NCD)	Long Term	12.35	ACUITE Not Applicable (Withdrawn)
	Non-Covertible Debentures (NCD)	Long Term	10.41	ACUITE Not Applicable (Withdrawn)
	Non-Covertible Debentures (NCD)	Long Term	11.08	ACUITE Not Applicable (Withdrawn)
	Non-Covertible Debentures (NCD)	Long Term	8.33	ACUITE Not Applicable (Withdrawn)
	Non-Covertible Debentures (NCD)	Long Term	7.68	ACUITE Not Applicable (Withdrawn)
	Non-Covertible Debentures (NCD)	Long Term	1.18	ACUITE Not Applicable (Withdrawn)
27 Feb 2025	Proposed Bond	Long Term	50.00	ACUITE BBB- | Stable (Reaffirmed)

	Non-Covertible Debentures (NCD)	Long Term	18.75	ACUITE BBB- | Stable (Reaffirmed)
	Non-Covertible Debentures (NCD)	Long Term	21.21	ACUITE BBB- | Stable (Reaffirmed)
	Non-Covertible Debentures (NCD)	Long Term	10.41	ACUITE BBB- | Stable (Reaffirmed)
	Non-Covertible Debentures (NCD)	Long Term	11.08	ACUITE BBB- | Stable (Reaffirmed)
	Non-Covertible Debentures (NCD)	Long Term	8.33	ACUITE BBB- | Stable (Reaffirmed)
	Non-Covertible Debentures (NCD)	Long Term	5.18	ACUITE BBB- | Stable (Reaffirmed)
	Non-Covertible Debentures (NCD)	Long Term	17.72	ACUITE BBB- | Stable (Reaffirmed)
	Non-Covertible Debentures (NCD)	Long Term	18.73	ACUITE BBB- | Stable (Reaffirmed)
	Non-Covertible Debentures (NCD)	Long Term	7.68	ACUITE BBB- | Stable (Reaffirmed)
	Non-Covertible Debentures (NCD)	Long Term	3.59	ACUITE BBB- | Stable (Reaffirmed)
	Non-Covertible Debentures (NCD)	Long Term	2.36	ACUITE BBB- | Stable (Reaffirmed)
	Non-Covertible Debentures (NCD)	Long Term	0.30	ACUITE BBB- | Stable (Reaffirmed)
	Non-Covertible Debentures (NCD)	Long Term	1.34	ACUITE BBB- | Stable (Reaffirmed)
	Non-Covertible Debentures (NCD)	Long Term	9.76	ACUITE BBB- | Stable (Reaffirmed)
	Non-Covertible Debentures (NCD)	Long Term	1.18	ACUITE BBB- | Stable (Reaffirmed)
	Non-Covertible Debentures (NCD)	Long Term	3.72	ACUITE BBB- | Stable (Reaffirmed)
	Non-Covertible Debentures (NCD)	Long Term	0.64	ACUITE BBB- | Stable (Reaffirmed)
	Non-Covertible Debentures (NCD)	Long Term	0.63	ACUITE BBB- | Stable (Reaffirmed)
	Non-Covertible Debentures (NCD)	Long Term	0.15	ACUITE BBB- | Stable (Reaffirmed)
	Non-Covertible Debentures (NCD)	Long Term	0.54	ACUITE BBB- | Stable (Reaffirmed)
	Non-Covertible Debentures (NCD)	Long Term	1.61	ACUITE BBB- | Stable (Reaffirmed)
	Proposed Non Convertible Debentures	Long Term	4.69	ACUITE BBB- | Stable (Reaffirmed)
	Non-Covertible Debentures (NCD)	Long Term	12.67	ACUITE BBB- | Stable (Reaffirmed)
	Non-Covertible Debentures (NCD)	Long Term	1.19	ACUITE BBB- | Stable (Reaffirmed)
	Non-Covertible Debentures (NCD)	Long Term	0.32	ACUITE BBB- | Stable (Reaffirmed)
	Non-Covertible Debentures (NCD)	Long Term	3.94	ACUITE BBB- | Stable (Reaffirmed)
	Non-Covertible Debentures (NCD)	Long Term	8.08	ACUITE BBB- | Stable (Reaffirmed)
	Non-Covertible Debentures (NCD)	Long Term	12.35	ACUITE BBB- | Stable (Reaffirmed)
	Non-Covertible Debentures (NCD)	Long Term	1.34	ACUITE BBB- | Stable (Reaffirmed)
	Non-Covertible Debentures (NCD)	Long Term	0.70	ACUITE BBB- | Stable (Reaffirmed)
	Non-Covertible Debentures (NCD)	Long Term	1.60	ACUITE BBB- | Stable (Reaffirmed)
	Non-Covertible Debentures (NCD)	Long Term	2.12	ACUITE BBB- | Stable (Reaffirmed)
	Non-Covertible Debentures (NCD)	Long Term	1.98	ACUITE BBB- | Stable (Reaffirmed)
	Non-Covertible Debentures (NCD)	Long Term	0.33	ACUITE BBB- | Stable (Reaffirmed)
	Non-Covertible Debentures (NCD)	Long Term	0.50	ACUITE BBB- | Stable (Reaffirmed)
	Non-Covertible Debentures (NCD)	Long Term	1.87	ACUITE BBB- | Stable (Reaffirmed)
	Non-Covertible Debentures (NCD)	Long Term	1.03	ACUITE BBB- | Stable (Reaffirmed)
	Non-Covertible Debentures (NCD)	Long Term	0.38	ACUITE BBB- | Stable (Reaffirmed)
29 Feb 2024	Proposed Bond	Long Term	50.00	ACUITE BBB- | Stable (Assigned)
	Proposed Non Convertible Debentures	Long Term	50.00	ACUITE BBB- | Stable (Reaffirmed)
	Non-Covertible Debentures (NCD)	Long Term	12.67	ACUITE BBB- | Stable (Reaffirmed)
	Non-Covertible Debentures (NCD)	Long Term	1.19	ACUITE BBB- | Stable (Reaffirmed)
	Non-Covertible Debentures (NCD)	Long Term	0.32	ACUITE BBB- | Stable (Reaffirmed)
	Non-Covertible Debentures (NCD)	Long Term	3.94	ACUITE BBB- | Stable (Reaffirmed)

	Non-Covertible Debentures (NCD)	Long Term	8.08	ACUITE BBB- | Stable (Reaffirmed)
	Non-Covertible Debentures (NCD)	Long Term	12.35	ACUITE BBB- | Stable (Reaffirmed)
	Non-Covertible Debentures (NCD)	Long Term	18.75	ACUITE BBB- | Stable (Reaffirmed)
	Non-Covertible Debentures (NCD)	Long Term	21.21	ACUITE BBB- | Stable (Reaffirmed)
	Non-Covertible Debentures (NCD)	Long Term	10.41	ACUITE BBB- | Stable (Reaffirmed)
	Non-Covertible Debentures (NCD)	Long Term	11.08	ACUITE BBB- | Stable (Reaffirmed)
	Proposed Non Convertible Debentures	Long Term	50.00	ACUITE BBB- | Stable (Assigned)
17 Oct 2023	Proposed Non Convertible Debentures	Long Term	150.00	ACUITE BBB- | Stable (Assigned)
	Cash Credit	Long Term	4.00	ACUITE Not Applicable (Withdrawn)
	Proposed Long Term Bank Facility	Long Term	16.00	ACUITE Not Applicable (Withdrawn)
	Non-Covertible Debentures (NCD)	Long Term	100.00	ACUITE Not Applicable (Withdrawn)

Annexure - Details of instruments rated

Lender's Name	ISIN	Facilities	Date Of Issuance	Coupon Rate	Maturity Date	Quantum (Rs. Cr.)	Complexity Level	Rating
Not Applicable	INE01CY077T9	Non-Convertible Debentures (NCD)	19 Apr 2024	11.50	19 Apr 2026	5.18	Simple	ACUITE BBB- | Stable | Reaffirmed
Not Applicable	INE01CY077R3	Non-Convertible Debentures (NCD)	19 Apr 2024	12.00	19 Apr 2027	17.72	Simple	ACUITE BBB- | Stable | Reaffirmed
Not Applicable	INE01CY077P7	Non-Convertible Debentures (NCD)	19 Apr 2024	12.50	18 Apr 2029	18.73	Simple	ACUITE BBB- | Stable | Reaffirmed
Not Applicable	INE01CY077O0	Non-Convertible Debentures (NCD)	19 Apr 2024	0.00	19 Apr 2026	3.59	Simple	ACUITE BBB- | Stable | Reaffirmed
Not Applicable	INE01CY077N2	Non-Convertible Debentures (NCD)	19 Apr 2024	0.00	19 Apr 2027	2.36	Simple	ACUITE BBB- | Stable | Reaffirmed
Not Applicable	INE01CY077S1	Non-Convertible Debentures (NCD)	19 Apr 2024	11.75	19 Apr 2026	0.06	Simple	ACUITE BBB- | Stable | Reaffirmed
Not Applicable	INE01CY077M4	Non-Convertible Debentures (NCD)	19 Apr 2024	12.25	19 Apr 2027	1.34	Simple	ACUITE BBB- | Stable | Reaffirmed
Not Applicable	INE01CY077Q5	Non-Convertible Debentures (NCD)	19 Apr 2024	0.00	19 Dec 2029	9.76	Simple	ACUITE BBB- | Stable | Reaffirmed
Not Applicable	INE01CY077W3	Non-Convertible Debentures (NCD)	31 May 2024	12.00	31 May 2027	3.72	Simple	ACUITE BBB- | Stable | Reaffirmed
Not Applicable	INE01CY077X1	Non-Convertible Debentures (NCD)	31 May 2024	0.00	31 Jan 2030	0.64	Simple	ACUITE BBB- | Stable | Reaffirmed
Not Applicable	INE01CY077Y9	Non-Convertible Debentures (NCD)	31 May 2024	0.00	31 May 2027	0.63	Simple	ACUITE BBB- | Stable | Reaffirmed
Not Applicable	INE01CY077Z6	Non-Convertible Debentures (NCD)	31 May 2024	0.00	31 May 2026	0.15	Simple	ACUITE BBB- | Stable | Reaffirmed
Not Applicable	INE01CY078A7	Non-Convertible Debentures (NCD)	25 Jun 2024	0.00	25 Feb 2030	0.54	Simple	ACUITE BBB- | Stable | Reaffirmed
Not Applicable	INE01CY078B5	Non-Convertible Debentures (NCD)	25 Jun 2024	12.00	25 Jun 2027	1.61	Simple	ACUITE BBB- | Stable | Reaffirmed
Not Applicable	INE01CY078C3	Non-Convertible Debentures (NCD)	25 Jun 2024	0.00	25 Jun 2027	1.34	Simple	ACUITE BBB- | Stable | Reaffirmed
Not Applicable	INE01CY078D1	Non-Convertible Debentures (NCD)	23 Jul 2024	0.00	23 Mar 2030	0.70	Simple	ACUITE BBB- | Stable | Reaffirmed
Not Applicable	INE01CY078E9	Non-Convertible Debentures (NCD)	23 Jul 2024	0.00	23 Jul 2027	1.60	Simple	ACUITE BBB- | Stable | Reaffirmed
Not Applicable	INE01CY078F6	Non-Convertible Debentures (NCD)	23 Jul 2024	12.00	23 Jul 2027	2.12	Simple	ACUITE BBB- | Stable | Reaffirmed
Not Applicable	INE01CY078I0	Non-Convertible Debentures (NCD)	19 Aug 2024	12.00	19 Aug 2027	1.98	Simple	ACUITE BBB- | Stable | Reaffirmed

Not Applicable	INE01CY078H2	Non-Convertible Debentures (NCD)	19 Aug 2024	0.00	19 Aug 2027	0.33	Simple	ACUITE BBB- | Stable | Reaffirmed
Not Applicable	INE01CY078G4	Non-Convertible Debentures (NCD)	19 Aug 2024	0.00	19 Apr 2030	0.50	Simple	ACUITE BBB- | Stable | Reaffirmed
Not Applicable	INE01CY078L4	Non-Convertible Debentures (NCD)	04 Oct 2024	12.25	04 Oct 2028	1.87	Simple	ACUITE BBB- | Stable | Reaffirmed
Not Applicable	INE01CY078M2	Non-Convertible Debentures (NCD)	04 Oct 2024	0.00	04 Oct 2028	1.03	Simple	ACUITE BBB- | Stable | Reaffirmed
Not Applicable	INE01CY078K6	Non-Convertible Debentures (NCD)	04 Oct 2024	0.00	04 Jun 2030	0.38	Simple	ACUITE BBB- | Stable | Reaffirmed
Not Applicable	INE01CY077S1	Non-Convertible Debentures (NCD)	19 Apr 2024	11.75	19 Apr 2026	0.24	Simple	ACUITE BBB- | Stable | Reaffirmed
Not Applicable	INE01CY077K8	Non-Convertible Debentures (NCD)	14 Dec 2023	0.00	14 Aug 2029	12.67	Simple	ACUITE BBB- | Stable | Reaffirmed
Not Applicable	INE01CY077C5	Non-Convertible Debentures (NCD)	14 Dec 2023	12.25	14 Dec 2026	1.19	Simple	ACUITE BBB- | Stable | Reaffirmed
Not Applicable	INE01CY077J0	Non-Convertible Debentures (NCD)	14 Dec 2023	12.50	14 Dec 2026	3.94	Simple	ACUITE BBB- | Stable | Reaffirmed
Not Applicable	INE01CY077E1	Non-Convertible Debentures (NCD)	14 Dec 2023	12.50	14 Dec 2028	18.75	Simple	ACUITE BBB- | Stable | Reaffirmed
Not Applicable	INE01CY077B7	Non-Convertible Debentures (NCD)	14 Dec 2023	12.00	14 Dec 2026	21.21	Simple	ACUITE BBB- | Stable | Reaffirmed
Not Applicable	Not avl. / Not appl.	Proposed Bond	Not avl. / Not appl.	Not avl. / Not appl.	Not avl. / Not appl.	50.00	Simple	ACUITE BBB- | Stable | Reaffirmed
Not Applicable	Not avl. / Not appl.	Proposed Long Term Bank Facility	Not avl. / Not appl.	Not avl. / Not appl.	Not avl. / Not appl.	150.00	Simple	ACUITE BBB- | Stable | Assigned
Not Applicable	Not avl. / Not appl.	Proposed Non Convertible Debentures	Not avl. / Not appl.	Not avl. / Not appl.	Not avl. / Not appl.	4.69	Simple	ACUITE BBB- | Stable | Reaffirmed
Not Applicable	Not avl. / Not appl.	Proposed Non Convertible Debentures	Not avl. / Not appl.	Not avl. / Not appl.	Not avl. / Not appl.	200.00	Simple	ACUITE BBB- | Stable | Assigned

Contacts

Mohit Jain Chief Analytical Officer - Rating Operations Tejas Chaugule Analyst - Rating Operations	**Contact details exclusively for investors and lenders** Mob: +91 8591310146 Email ID: analyticalsupport@acuite.in

About Acuité Ratings & Research
Acuité is a full-service Credit Rating Agency registered with the Securities & Exchange Board of India (SEBI). The company received RBI Accreditation as an External Credit Assessment Institution (ECAI) for Bank Loan Ratings under BASEL-II norms in the year 2012. Acuité has assigned ratings to various securities, debt instruments and bank facilities of entities spread across the country and across a wide cross section of industries. It has its Registered and Head Office in Kanjurmarg, Mumbai.

Disclaimer: An Acuité rating does not constitute an audit of the rated entity and should not be treated as a recommendation or opinion that is intended to substitute for a financial adviser's or investor's independent assessment of whether to buy, sell or hold any security. Ratings assigned by Acuité are based on the data and information provided by the issuer and obtained from other reliable sources. Although reasonable care has been taken to ensure that the data and information is true, Acuité, in particular, makes no representation or warranty, expressed or implied with respect to the adequacy, accuracy or completeness of the information relied upon. Acuité is not responsible for any errors or omissions and especially states that it has no financial liability whatsoever for any direct, indirect or consequential loss of any kind, arising from the use of its ratings. Ratings assigned by Acuité are subject to a process of surveillance which may lead to a revision in ratings as and when the circumstances so warrant. Please visit our website (www.acuite.in) for the latest information on any instrument rated by Acuité. Please visit https://www.acuite.in/faqs.htm to refer FAQs on Credit Rating.

Note: None of the Directors on the Board of Acuité Ratings & Research Limited are members of any rating committee and therefore do not participate in discussions regarding the rating of any entity.

ANNEXURE 2

IN PRINCIPLE APPROVAL GRANTED BY THE STOCK EXCHANGE

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BSE
The Power of Vibrance

DCS/COMP/BB/IP-PPDI/052/26-27

June 24, 2026

ICL FINCORP LIMITED
Plot No. C308, Door No. 66/40, 4th Avenue,
Ashok Nagar – 600 083, Tamil Nadu, India

Dear Sir/Madam

Re: Private Placement of Debt Securities including Debentures (Secured or Unsecured), Bonds, Non-Convertible Redeemable Preference shares a Commercial Paper under GID No. ICL/ GID/Bonds/2026-27/ Dated June 22, 2026

We acknowledge receipt of your application on the online portal on June 23, 2026, seeking In-principle approval for issue of captioned security. In this regard, the Exchange is pleased to grant in-principle approval for listing of captioned security subject to fulfilling the following conditions at the time of seeking listing:

1. Filing of listing application.
2. Payment of fees as may be prescribed from time to time.

3. Compliance with SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021 read with SEBI Circular No SEBI/HO/DDHS/P/CIR/2021/613 dated August 10, 2021 and circulars issued thereunder and also Compliance with provisions of Companies Act 2013.

4. Receipt of Statutory & other approvals & compliance of guidelines issued by the statutory authorities including SEBI, RBI, DCA etc. as may be applicable.

5. Compliance with change in the guidelines, regulations, directions, circulars of the Exchange, SEBI or any other statutory authorities, documentary requirements from time to time.

6. Compliance with below mentioned circular dated June 10, 2020 issued by BSE before opening of the issue to the investors.:
https://www.bseindia.com/markets/MarketInfo/DispNewNoticesCirculars.aspx?page=20200610-31

7. Issuers, for whom use of EBP is not mandatory, specific attention is drawn towards compliance with Chapter XV of SEBI Circular No SEBI/HO/DDHS/P/CIR/2021/613 dated August 10, 2021 and BSE Circular No 20210519-29 dated May 19, 2021. Accordingly, Issuers of privately placed debt securities in terms of SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021 or ILDM Regulations for whom accessing the electronic book platform (EBP) is not mandatory shall upload details of the issue with any one of the EBPs within one working day of such issuance. The details can be uploaded using the following links Electronic Issuance - Bombay Stock Exchange Limited (bseindia.com).

8. It is advised that Face Value of NCDs issue through private placement basis should be kept as per Chapter V of SEBI Circular No SEBI/HO/DDHS/P/CIR/2021/613 dated August 10, 2021

9. ***Issuers are hereby advised to comply with signing of agreements with both the depositories as per Regulation 7 of SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021 read with SEBI Circular No SEBI/HO/DDHS/P/CIR/2021/613 dated August 10, 2021.***

10. Company is further requested to comply with SEBI Circular SEBI/HO/DDHS/DDHS-RACPOD1/CIR/P/2023/56 dated April 13, 2023, (if applicable) read along with BSE Circular https://www.bseindia.com/markets/MarketInfo/DispNewNoticesCirculars.aspx?page=20230428-18 and ensure compliance of the same.

This In-Principle Approval is valid for a period of 1 year from the date of issue of this letter or period of 1 year from the date of opening of the first offer of debt securities under General information Documents which ever applicable. The Exchange reserves its right to withdraw its in-principle approval at any later stage if the information submitted to the Exchange is found to be incomplete/ incorrect/misleading/false or for any contravention of Rules, Bye-laws and Regulations of the Exchange, SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021 read with SEBI Circular No SEBI/HO/DDHS/P/CIR/2021/613 dated August 10, 2021 and circulars issued thereunder, SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, Guidelines/Regulations issued by the statutory authorities etc. Further, it is subject to payment of all applicable charges levied by the Exchange for usage of any system, software or similar such facilities provided by BSE which the Company shall avail to process the application of securities for which approval is given vide this letter.

Yours faithfully,
For BSE Limited

Nitinkumar Pujari
Assistant Vice President

Parag Jain
Manager

ANNEXURE 3

CONSENT OF THE REGISTRAR AND TRANSFER AGENT

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June 19 2026

ICL Fincorp Limited
Main Road, Irinjalakuda,
Thrissur – 680121, Kerala, India

Dear Ma'am/Sir

Sub: ***Proposed private placement of secured, redeemable, non-convertible debentures ("NCDs") ("Issue") by ICL Fincorp Limited ("Company")***

We, the undersigned, hereby consent to act as the 'Registrar' to the Issue and to our name being inserted as the 'Registrar' to the Issue in General Information Document and relevant Key Information Document to be filed with the BSE Limited ("**BSE**") and/or National Stock Exchange of India Limited ("**NSE**" together with BSE, the "**Stock Exchange(s)**") and also in all related communications to be sent pursuant to the Issue. The following details with respect to us may be disclosed:

Name	Cameo Corporate Services Ltd
Logo	CAMEO
Address	"Subramanian Building", No.1, Club House Road, Chennai – 600 002
Telephone	+91-44-40020700 / 2846 0390
Email Id	priya@cameoindia.com
Contact Person	Ms. K. Sreepriya – Executive Vice President & Company Secretary
Website	www.cameoindia.com

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 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.

We also agree to keep strictly confidential, until such time as the proposed transaction is closed, (i) the nature and scope of this transaction; and (ii) our knowledge of the proposed transaction of the Company.

CAMEO CORPORATE SERVICES LTD. CHENNAI-2

CAMEO

CAMEO CORPORATE SERVICES LIMITED

We confirm that we will immediately inform the Company of any change in the above information until the date when the proposed issues of NCDs commence trading on the Stock Exchange(s).

In the absence of any such communication from us, the above information should be taken as updated information until the NCDs commence trading.

This letter may be relied upon by you, the investors and the legal advisor to the Issue in respect of the Issue.

Yours sincerely,

For Cameo Corporate Services Limited

CAMEO CORPORATE SERVICES LTD. CHENNAI-2

R.D.Ramasamy
Director

CC:

Khaitan & Co
One World Centre
10th, 13th & 14th Floor, Tower 1C
841 Senapati Bapat Marg
Mumbai - 400 013, India

CAMEO

CAMEO CORPORATE SERVICES LIMITED

Annexure B

June 19 2026

ICL Fincorp Limited
Main Road, Irinjalakuda,
Thrissur – 680121, Kerala, India

Dear Ma'am/Sir

Sub: Proposed private placement of secured, redeemable, non-convertible debentures ("NCDs") ("Issue") by ICL Fincorp Limited ("Company")

We hereby confirm that as on date the following details in relation to our registration with the Securities and Exchange Board of India ("**SEBI**") as a **[•]** [***KCO Note****: To be inserted as appropriate*] is true and correct:

1.	Registration Number	INR000003753
2.	Date of registration/ Renewal of registration	12.04.1999
3.	Date of expiry of registration	Permanent Registration
4.	If applied for renewal, date of application	Not applicable
5.	Any communication from SEBI prohibiting the entity from acting as an intermediary	Nil
6.	Any enquiry/ investigation being conducted by SEBI	Nil
7.	Details of any penalty imposed by SEBI	Nil

We hereby enclose a copy of our SEBI registration certificate.

We shall immediately intimate the Company of any changes, additions or deletions in respect of the matters covered in this certificate till the date when the securities of the Company, offered, issued and allotted pursuant to the Issue, are traded on the relevant Stock Exchange(s). In the absence of any such communication the listing and trading of the non-convertible debentures on the relevant Stock Exchange(s).

For Cameo Corporate Services Limited

For CAMEO CORPORATE SERVICES LIMITED

R.D. RAMASAMY
Director

R.D.Ramasamy
Director

ANNEXURE 4

CONSENT OF THE DEBENTURE TRUSTEE

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CONSENT LETTER FOR GENERAL INFORMATION DOCUMENT

Ref: 301/MCTSL/DT/2025-26 Date: June 22, 2026

To,
BSE Limited
P.J. Towers, Dalal Street,
Mumbai – 400 001.

Sub.: Private placement Issue of Non-Convertible Debentures to be issued in one or more Tranches on a private placement basis by ICL FINCORP LIMITED.

Dear Sir/Madam,

We, MITCON Credentia Trusteeship Services Limited, hereby give our consent to act as the Debenture Trustee for the General Information Document (GID) and the above-mentioned issue of Debentures. We also agree to the inclusion of our name as Debenture Trustee in the Shelf Prospectus, Private Placement Offer Letter, Information Memorandum, and/or any application to be made to the Stock Exchange for the listing of the said Debentures.

We further confirm that we are not disqualified from being appointed as the Debenture Trustee within the meaning of the Companies (Share Capital and Debentures) Rules, 2014.

This consent is only for the purpose of filing the GID with stock exchange by the company and this consent letter shall be subject to the consent of the Due diligence to be carried out by us in terms of the applicable SEBI regulations including SEBI master circular Debenture Trustee.

For MITCON Credentia Trusteeship Services Limited

____
Name: Priyanka Shrungare
Designation: Compliance Officer

MITCON Credentia Trusteeship Services Limited (MCTSL)
A subsidiary of MITCON Consultancy & Engineering Services Limited CIN: U93000PN2018PLC180330
Principal address: 1402/ 03, B-Wing, 14th Flr, Dalamal Towers, Free Press Journal Marg, 211, Nariman Point, Mumbai - 400021 MH (India) | contact@mitconcredentia.in
Registered address: 1st Floor, Kubera Chambers, Shivajinagar, Pune 411005, Maharashtra (India) | +91-20-25533309, 25534322 | www.mitconcredentia.in

ANNEXURE 5

CORPORATE AUTHORISATIONS

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Join ICL, Grow with us

ICL Fincorp Ltd

CERTIFIED TRUE COPY OF THE SPECIAL RESOLUTION PASSED BY WAY OF POSTAL BALLOT THROUGH REMOTE E-VOTING PROCESS BY MEMBERS OF ICL FINCORP LIMITED ON THURSDAY, MAY 30, 2024 AT 05.00 P.M., CONDUCTED IN ACCORDANCE WITH THE PROVISIONS OF THE COMPANIES (MANAGEMENT AND ADMINISTRATION) RULES, 2014 RESULT OF WHICH WAS DECLARED ON MAY 31, 2024.

Increase in the borrowing powers of the Board of Directors under Section 180(1)(c) of the Companies Act, 2013

"**RESOLVED THAT** pursuant to the provisions of Section 180(1)(c) and other applicable provisions, if any, of the Companies Act, 2013, and the Rules made thereunder (including any statutory modification(s) or re-enactment(s) thereof, for the time being in force) and other applicable provisions of the Articles of Association of the Company and in supersession to earlier resolution passed by the members on September 30, 2020, the consent of the members of the Company be and is hereby accorded to the Board of Directors of the Company (herewith referred to as the Board which expression shall also include a Committee thereof), to borrow moneys, over and above the paid-up share capital, free reserves and securities premium account (apart from the temporary loans obtained from the Company's bankers in the ordinary course of business) as and when required, including without limitation, from any Bank(s) and/or other Financial Institution(s) and/or foreign lender and/or any body corporate/entity/entities and/or authority/authorities, Company's Directors, Insurance Companies, Mutual Funds, Trusts, Investment Institutions, Firms, any other persons or other acceptable sources, either in rupees or in such other foreign currencies as may be permitted by law from time to time, or by issuing debentures/ bonds, commercial papers, fixed/ floating rate notes or other instruments as may be deemed appropriate by the Board, such that the moneys to be borrowed together with the moneys already borrowed by the Company and outstanding at any point of time shall not exceed a sum of ₹ 2,000 crores (Rupees Two Thousand crores only) over and above the paid-up share capital and free reserves of the Company.

ICL FINCORP LIMITED · IRINJALAKUDA

RESOLVED FURTHER THAT the Board be and is hereby authorised and empowered to do all such acts, deeds, matters and things, arrange, give such direction as may be deemed necessary or expedient, or settle the terms and conditions of such instrument, securities, loan, debt instrument as the case may be, on which all such moneys as are borrowed, or to be borrowed, from time to time, as to interest, repayment, security or otherwise howsoever as it may think fit, and to execute all such documents, instruments and writings as may be required to give effect to this resolution and for matters connected therewith or incidental thereto, including intimating the concerned authorities or other regulatory bodies and delegating all or any of the powers conferred herein to any Committee of Directors or Officers of the Company.

RESOLVED FURTHER THAT the Board (including any Committee duly constituted by the Board of Directors or any authority as approved by the Board of Directors) be and is hereby authorized to do all such acts, deeds and things and to sign and execute all such deed, documents and instruments as may be necessary, expedient and incidental thereto to give effect to this resolution."

//CERTIFIED TRUE COPY//

For **ICL Fincorp Limited**

ICL FINCORP LIMITED ICL IRINJALAKUDA

K.G. Anilkumar
Chairman & Managing Director
DIN: 00766739

Explanatory Statement

Pursuant to Sections 102(1) and 110 of the Companies Act, 2013 ('Act') the following Explanatory Statement sets out material facts relating to business mentioned under Item Nos. 1, 2 and 3 of the accompanying Notice.

Item No. 2

Increase in borrowing powers of the Board of Directors under Section 180(1)(c) of the Companies Act, 2013

The Members of the Company at their Meeting held on September 30, 2020 had passed a resolution authorizing the Board of Directors of the Company to borrow monies, from time to time, up to an amount of ₹ 1,200 crores outstanding at any point of time.

Your Company has witnessed considerable growth in the business over the years and is expecting the growth momentum to continue in the near future. In line with the growth expectations in business over the next few years, your Board believes that the Company will also need to raise more working capital resources to fund future growth. Considering future borrowing requirements, Board considers it necessary to obtain approval of members for increased borrowing powers up to an amount of ₹ 2,000 crores outstanding at any point of time over and above the paid-up share capital and free reserves of the Company.

Pursuant to the provisions of Section 180(1)(c) of the Companies Act, 2013, approval of the members by means of a special resolution is required for the Board of Directors to borrow moneys in excess of its paid up capital and free reserves.

Hence, the Board recommends the resolution given under Item No. 2 as a Special Resolution.

Your Board is confident that the proposal for increase the borrowing powers of the Board will have the support of members.

None of the Directors or Key Managerial Personnel or their relatives thereof are in any way, concerned or interested in the above Resolution.

//CERTIFIED TRUE COPY//
For **ICL Fincorp Limited**

ICL FINCORP LIMITED IRINJALAKUDA

K.G. Anilkumar
Chairman & Managing Director
DIN: 00766739

ICL Fincorp Ltd

CERTIFIED TRUE COPY OF THE SPECIAL RESOLUTION PASSED BY WAY OF POSTAL BALLOT THROUGH REMOTE E-VOTING PROCESS BY MEMBERS OF ICL FINCORP LIMITED ON THURSDAY, MAY 30, 2024 AT 05.00 P.M., CONDUCTED IN ACCORDANCE WITH THE PROVISIONS OF THE COMPANIES (MANAGEMENT AND ADMINISTRATION) RULES, 2014 RESULT OF WHICH WAS DECLARED ON MAY 31, 2024.

Consent for creation of charge, mortgage, hypothecation on the immovable and movable properties of the Company under Section 180(1) (a) of the Companies Act, 2013.

"**RESOLVED THAT** pursuant to the provisions of Sections 180(1)(a) and all other applicable provisions, if any, of the Companies Act, 2013 (including any statutory modification(s) or re-enactment(s) thereof, for the time being in force) read with the Rules made thereunder, as may be amended from time to time, and other applicable provisions of the Articles of Association of the Company, the consent of the members of the Company be and is hereby accorded to the Board of Directors (hereinafter referred as 'Board' which term shall include a Committee thereof authorized for the purpose) of the Company, to mortgage, hypothecate, pledge and/or charge all or any of the movable and/or immovable properties of the Company (both present and future) and/or any other assets including tangible and intangible assets, current assets, book debts, loans, advances and receivables or other properties of the Company and/or the whole or part of any of the undertaking of the Company together with or without the power to take over the management of the business or any undertaking of the Company in case of events of defaults, in favour of the Banks, Financial Institutions, any other Lender(s), Agent(s) and Trustee(s), for securing the borrowings availed or to be availed by the Company or subsidiary(ies) of Company, by way of loans, debentures (comprising fully/partly Convertible Debentures and/or Secured/Unsecured Non-Convertible Debentures or any other securities) or fixed rate notes or floating rate notes or otherwise, in foreign currency or in Indian rupees, from time to time, up to the borrowing limits approved or as may be approved by the members, from time to time, under Section 180(1) (c) of the Companies Act, 2013 (including any statutory modification(s) or re-enactment(s) thereof) along with interest, additional interest, accumulated interest, liquidated charges, commitment charges or costs, expenses and all other monies payable by the Company in respect of such borrowings..

ICL FINCORP LIMITED IRINJALAKUDA

RESOLVED FURTHER THAT the pledge, mortgage, lien, hypothecation and/or charge created or to be created and all agreements, deeds, instruments or documents executed or to be executed and all acts necessary in terms of this resolution required to be done by the Company or the Board are hereby approved, confirmed and ratified.

RESOLVED FURTHER THAT the Board (including any Committee duly constituted by the Board of Directors or any authority as approved by the Board of Directors) be and is hereby authorized to do all such acts, deeds and things and to sign and execute all such deed, documents and instruments as may be necessary, expedient and incidental thereto to give effect to this resolution."

//CERTIFIED TRUE COPY//

For **ICL Fincorp Limited**

ICL FINCORP LIMITED ICL IRINJALAKUDA

K.G. Anilkumar
Chairman & Managing Director
DIN: 00766739

Explanatory Statement

Pursuant to Sections 102(1) and 110 of the Companies Act, 2013 ('Act') the following Explanatory Statement sets out material facts relating to business mentioned under Item Nos. 1, 2 and 3 of the accompanying Notice.

Item No. 3

Consent for creation of charge, mortgage, hypothecation on the immovable and movable properties of the Company under Section 180(1) (a) of the Companies Act, 2013

Under the provisions of Section 180(1)(a) of the Companies Act, 2013, the Board of Directors are allowed to create charge/mortgage/hypothecation on the whole or substantial portion of Company's assets, both present and future, in favour of the lenders/trustees for the holders of debentures, to secure the repayment of monies borrowed by the Company with the consent of the members obtained by way of a Special Resolution. Accordingly, the Board of Directors at its meeting held on April 24, 2024, had resolved to obtain the approval of members by way of a Special Resolution under Section 180(1)(a) of the Companies Act, 2013, to create charge/ mortgage/hypothecation/pledge on the Company's assets including tangible and intangible, both present and future, in favour of the Banks, Financial Institutions, any other Lender(s), Agent(s) and Trustee(s), for securing the borrowing availed or to be availed by the Company or subsidiary(ies) of Company, by way of loans, debentures (comprising fully/partly Convertible Debentures and/or Secured/Unsecured Non-Convertible Debentures or any other securities) or otherwise, in foreign currency or in Indian rupees, from time to time up to the limits approved or as may be approved by the members from time to time under Section 180(1)(c) of the Companies Act, 2013.

Your Board is confident that the proposal to provide authority to the Board of Directors to create charge/mortgage/ hypothecation on the whole or substantial portion of Company's assets will have the support of members.

The Board recommends resolution given under Item No. 3 for the approval of members as a Special Resolution.

None of the Directors or Key Managerial Personnel or their relatives thereof are in any way, concerned or interested in the above Resolution.

//CERTIFIED TRUE COPY//
For **ICL Fincorp Limited**

ICL FINCORP LIMITED IRINJALAKUDA

K.G. Anilkumar
Chairman & Managing Director
DIN: 00766739

ICL Fincorp Ltd

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF ICL FINCORP LIMITED HELD ON SATURDAY, THE 25TH DAY OF APRIL 2026 AT THE CORPORATE OFFICE ANNEXE, JAIN CHAMBERS, ICL FINCORP, NH BYPASS, OPPOSITE OBERON MALL, EDAPPALLY- 682024.

Approval of fund-raising of up to ₹100 crore via private placement of debentures/bonds.

"RESOLVED THAT pursuant to the provisions of Sections 23, 42, 71, 179 (3) (c) and other applicable provisions, if any, of the Companies Act, 2013 read with the Companies (Prospectus and Allotment of Securities) Rules, 2014 and the Companies (Share Capital and Debenture) Rules, 2014, (including any statutory modifications or re-enactments thereof for the time being in force) (the "Act"), the Securities Contracts (Regulation) Act, 1956, the Securities and Exchange Board of India Act, 1992, the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, and the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, Depositories Act, 1996, as amended, or any other applicable law, whether in India or abroad, and in accordance with the Memorandum of Association and the Articles of Association of the Company and provisions of the listing agreements entered into with the stock exchanges (the "Stock Exchanges") where the securities of the Company may be listed and subject to such approvals, consents, permissions and sanctions as may be required from Government of India, Securities and Exchange Board of India ("SEBI"), Reserve Bank of India ("RBI"), Stock Exchanges or any other regulatory or statutory authority as may be required ("Appropriate Authority") and subject to such conditions and/or modifications as may be prescribed or imposed by the Appropriate Authority while granting such approvals, consents, permissions and sanctions, which may be agreed to by this Board and pursuant to the borrowing limits approved by the shareholders of the Company by way of resolution passed by Postal Ballot on May 30, 2024 whereby the Company is within the limits of the borrowing limits and subject to any other approval that may be required under applicable laws, the approval of the Board be and is hereby accorded to:

(a) create, offer, invite for subscription, issue and allot, from time to time, 10,000 (Ten Thousand) debt securities including debentures (secured or unsecured), bonds, non-convertible redeemable preference shares, such security as defined as debt securities under the SEBI (Issue And Listing Of Non-Convertible Securities) Regulations, 2021 (The "**SEBI NCS Regulations**") (hereinafter cumulatively referred to as the ("**Debt Securities**") of face value of 1,00,000/- (Indian Rupees One Lakh only) each for cash, aggregating to INR 100,00,00,000/- (Indian Rupees Hundred Crore Only) ("**Debt Securities and/or Bonds**"), at an interest/coupon rate as may be determined, payable at such other frequency as may be determined, subject to deduction of taxes at source in accordance with applicable law, with or without gross up, and for such maturity (subject to applicable law) as may be determined, at par/premium/discount, as the case may be, on a private placement basis to mutual funds, corporates, insurers, foreign portfolio investors, pension funds, non-banking financial companies, Hindu Undivided Family, Partnership Firms, High Net worth Individuals, Retail Individual Investors and other eligible body corporate that can invest in non-convertible securities ("**Investors**") for raising debt for such purposes as may be determined;

(b) secure the amounts to be raised pursuant to the issue of Debt Securities and/or Bonds, together with all interest and all other amounts and charges thereon (at such ranking/priority and upto such limits and security cover as may be agreed with the Investor(s) by one or more of the following: (i) hypothecation of certain identified book debts/loan receivables and/or other assets of the Company, and/or (ii) such other security/contractual comfort as may be agreed between the Company and the Investors ((i) and (ii) are collectively referred to as the ("**Transaction Security**")."

RESOLVED FURTHER THAT Mr. K. G. Anilkumar, Chairman and Managing Director (DIN: 00766739), Ms. Umadevi Anilkumar, Whole-time Director and Chief Executive Officer (DIN:06434467), Dr. Rajashree Ajith, Whole-time director (DIN: 01457369), Mr. Visakh T. V., Company Secretary, and Mr. Madhavankutty T., Chief Financial Officer of the Company (collectively, referred to as the "**Authorised Persons**") be and are hereby severally authorised to do all such acts, deeds, matters and things as they deem necessary or desirable in connection with the issue, offer and allotment of the Debt Securities and/or

ICL FINCORP LIMITED IRINJALAKUDA

Bonds or any tranche/issue/series of the Debt Securities and/or Bonds, including, without limitation the following:

(a) seeking, if required, any approval, consent or waiver from any/all concerned governmental 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 Debt Securities and/or Bonds;

(b) negotiating, executing and/or modifying the term sheet in relation to the Debt Securities and/or Bonds;

(c) negotiating, approving, deciding and finalising the terms of the issue, offer and allotment of the Debt Securities and/or Bonds and all other related matters (including but not limited to, the amounts proposed to be raised, the rate of interest, the terms of repayment and the end use);

(d) seeking and obtaining in-principle approval, if required, from any Stock Exchange;

(e) making an application to the relevant Stock Exchange for listing and trading of the said Debt Securities and/or Bonds and execute, sign and file various documents, agreements, applications, papers, documents, undertakings and deeds as may be deemed necessary, and to make such alterations thereon;

(f) offering the Debt Securities and/or Bonds through Non- electronic book mechanism process or through the electronic book mechanism process pursuant to the guidelines and circular issued by SEBI in respect (including without limitation, the requirements prescribed in Chapter VI (Electronic Book Provider platform) of the SEBI Master Circular (*as defined below*) and taking all such actions and steps as may be required for the purposes of complying with the relevant guidelines, including making all relevant disclosures to the "electronic book provider;

(g) Creating and maintaining a recovery expense fund with the relevant Stock Exchanges in accordance with the requirements of Chapter IV of the circular no. SEBI/HO/DDHS-PoD1/P/CIR/2023/109 dated 31 March 2023 ("**Debenture Trustee Master Circular**") issued by SEBI (as amended from time to time);

ICL FINCORP LIMITED ICL IRINJALAKUDA

(h) providing such information or documents to the debenture trustee in accordance with the requirements of Chapter II of the Debenture Trustee Master Circular (as amended from time to time) and other applicable laws;

(i) Providing such confirmations/ information/ disclosures in accordance with the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 and the requirements of the circular no. SEBI/HO/DDHS/PoD1/P/CIR/2023/119 dated August 10, 2021, on "Master Circular for issue and listing of Non-convertible Securities, Securitised Debt Instruments, Security Receipts, Municipal Debt Securities and Commercial Paper" issued by SEBI (as amended from time to time) ("**SEBI Master Circular**");

(j) approving the debt disclosure documents, being the general information document ("**GID**") and the key information document(s) ("**KID**") and the private placement offer cum application letter ("**PPOAL**") (as may be required) in respect of the issuance of Debt Securities and/or Bonds (including amending, varying, or modifying such documents, as may be considered desirable or expedient), in accordance with all applicable laws, rules, regulations and guidelines;

(k) finalising the terms and conditions of the appointment of the debenture trustee, the registrar and transfer agent, the credit rating agency(ies), the legal counsel, the depository, the depository participants and such other intermediaries including their successors and their agents, as may be required in relation to the issue, offer and allotment of the Debt Securities and/or Bonds;

(l) obtaining any consent(s) from parties, including but not limited to, the debenture trustee, the registrar and transfer agent, the credit rating agency(ies), and the lender(s) of the Company in relation to the Debt Securities and/or Bonds;

(m) creating Debenture Redemption Reserve, if required, in accordance with the provisions of the applicable laws;

(n) entering into arrangements with the depository in connection with the issue, offer and allotment of the Debt Securities and/or Bonds in dematerialised form;

ICL FINCORP LIMITED ICL IRINJALAKUDA

(o) finalising the deemed date of allotment of the Debt Securities and/or Bonds;

(p) negotiating, executing, filing and delivering any documents, instruments, deeds, amendments, papers, applications, notices, forms or letters as may be required in connection with the issue, offer and allotment of the Debt Securities and/or Bonds and dealing with regulatory authorities in connection with the issue, offer and allotment of the Debt Securities and/or Bonds including but not limited to SEBI, any Stock Exchange, the jurisdictional Registrar of Companies, the Ministry of Corporate Affairs, and such other authorities as may be required;

(q) to execute all documents, file forms with and submit applications to any Stock Exchange, the jurisdictional Registrar of Companies, the Ministry of Corporate Affairs and any other statutory/regulatory authority, or any depository;

(r) to create and perfect the Transaction Security as required in accordance with the terms of the Transaction Documents in relation to the offer, issue and allotment of the Debt Securities and/or Bonds;

(s) to sign and/or dispatch all documents and notices to be signed and/or dispatched by the Company under or in connection with the Transaction Documents (*defined below*);

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

   (i) the KID, GID and the PPOAL (as may be required) for the issue, offer and allotment of the Debt Securities and/or Bonds (as may be required) (collectively, the "**Disclosure Documents**");

   (ii) the debenture trust deed, the debenture trustee agreement, the deed of hypothecation and the power of attorney in relation to the deed of hypothecation and any other documents required for the issue, offer

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and allotment of the Debt Securities and/or Bonds and any other document in relation to (i) above;

(iii) any other documents required for the purposes of the issue, offer and allotment of the Debt Securities and/or Bonds and the transactions contemplated in relation thereto, including but not limited to letters of undertaking, declarations, agreements, reports; and

(iv) any other document designated as a transaction document by the relevant debenture trustee/ Debenture Holders

(The documents referred to under sub-paragraphs (i) to (iv) above are collectively referred to as "**Transaction Documents**").

(u) to pay stamp duty and any other fees or charges as may be required to be paid for the issue, offer and allotment of the Debt Securities and/or Bonds (including the Transaction Documents) in accordance with the laws of India;

(v) to do all acts necessary for the issue, offer and allotment of the Debt Securities and/or Bonds in accordance with the terms set out in the Disclosure Documents and the Transaction Documents; and

(w) to generally do any other acts or deeds in relation to the issue, offer and allotment of the Debt Securities and/or Bonds and the transactions contemplated thereby, and to give such directions as it deems fit or as may be necessary or desirable in relation to the issue, offer and allotment of the Debt Securities and/or Bonds."

RESOLVED FURTHER THAT the Authorised Persons be and hereby acknowledge and confirm that the borrowings of the Company, including the proposed issuance of Debt Securities and/or Bonds do not exceed the limits of the Company pursuant to the shareholders' resolutions dated May 30, 2024 (which is valid and subsisting) under Section 180(1)(c) of the Act.

RESOLVED FURTHER THAT Authorised Persons be and are hereby severally authorized to enter into such agreements/ issue letters, with the Debenture Trustee or any other party, including banks and or financial institutions to secure the repayment and obligations of the Company in respect of the Debt Securities and/or Bonds.

ICL FINCORP LIMITED ICL IRINJALAKUDA

RESOLVED FURTHER THAT the Authorised Persons be and are hereby severally authorised to take all necessary steps to submit the necessary forms with the jurisdictional Registrar of companies, the Ministry of Corporate Affairs, and other relevant governmental authorities (as applicable).

RESOLVED FURTHER THAT any one of the Authorised Persons be and are hereby severally authorised to record the name of the Debenture Holders in the register of debenture holders and to undertake such other acts, deeds and things as may be required to give effect to the issuance and allotment of the Debt Securities and/or Bonds and the listing of the Debt Securities and/or Bonds if and as and when required by the Debenture Holders."

//Certified True Copy//

For ICL Fincorp Limited

K. G. Anilkumar
Chairman & Managing Director
DIN: 00766739

ICL Fincorp Ltd

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF ICL FINCORP LIMITED HELD ON SATURDAY, THE 25TH DAY OF APRIL 2026 AT THE CORPORATE OFFICE ANNEXE OF THE COMPANY AT JAIN CHAMBERS, ICL FINCORP, NH BYPASS, OPPOSITE OBERON MALL, EDAPPALLY, ERNAKULAM, KERALA- 682024.

Approval for delegation of powers to the Debenture Issue Committee of the Board (DIC).

"RESOLVED THAT the Board hereby delegates its powers to the Debenture Issue Committee of the Board to perform the functions in respect of the Issue:

a) exercise all powers / functions to borrow money by way of issue and allotment of debentures / bonds / similar securities within the limits approved by the Board from time to time and take any action as may be deemed necessary in this regard;

b) identify the group of persons ("identified Persons") willing to subscribe under Issue through Non- electronic book mechanism process;

c) issue the Disclosure Documents (as may be required) to the identified investors;

d) to allot debt securities including the debentures pursuant to the provisions of the Companies Act, 2013 and any other applicable regulations for the time being in force;

e) approve opening and operation of accounts with banks pursuant to the terms of borrowings / statutory requirements including the Companies Act, 2013 and rules made thereunder;

f) review banking arrangements and cash management;

g) give guarantees / issue letters of comfort / providing security within the limits approved by the Board;

h) delegate authorities from time to time to the executives / authorised persons to implement its decisions;

ICL FINCORP LIMITED ICL IRINJALAKUDA

CIN : U65191TN1991PLC021815
Reg. Office: Plot No:C308, Door No: 66/40, 4th Avenue, Ashok Nagar, Chennai, Tamil Nadu, India - 600083
Email: info@iclfincorp.com, Web: www.iclfincorp.com, Ph: 044 - 42082381, 044 - 29580014
Corp. Office : Main Road, Irinjalakuda, Thrissur, Kerala - 680121, Ph: 0480-2828071, 2831305

i) carry out any other function as is mandated by the Board from time to time and/or enforced by any statutory notification, amendment or modification as may be applicable; and

j) to do all such acts, deeds and things as may be deemed necessary, desirable, proper, or expedient in this regard.

RESOLVED FURTHER THAT Mr. K. G. Anilkumar (DIN: 00766739), Chairman & Managing Director, Ms. Umadevi Anilkumar (DIN: 06434467), Whole-time Director & CEO, or the Company Secretary of the Company be and are hereby severally authorized to sign and submit a certified true copy of this resolution to the concerned authorities."

//Certified True Copy//

For ICL Fincorp Limited

ICL FINCORP LIMITED ICL IRINJALAKUDA

K. G. Anilkumar
Chairman & Managing Director
DIN: 00766739

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CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF ICL FINCORP LIMITED HELD ON WEDNESDAY, THE 27TH DAY OF MAY 2026 AT THE CORPORATE OFFICE OF THE COMPANY AT MAIN ROAD, IRINJALAKUDA, THRISSUR, KERALA - 680121

Approval of revision in the face value of Non-Convertible Debt Securities

"**RESOLVED THAT** reference is drawn to the resolution passed by the Board of Directors at their meeting held April 25, 2026 ("**Previous Resolution**"), wherein the Board had, *inter alia*, approved the creation, offer, invitation for subscription, issue and allotment of up to 10,000 (Ten Thousand) Debt Securities including debentures (secured or unsecured), bonds, non-convertible redeemable preference shares, and such securities as defined as debt securities under the SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021 (the "**SEBI NCS Regulations**") (hereinafter cumulatively referred to as the "**Debt Securities**") of face value of INR 1,00,000/- (Indian Rupees One Lakh only) each for cash, aggregating to INR 100,00,00,000/- (Indian Rupees Hundred Crore Only) on a private placement basis. The approval of the Board be and is hereby accorded to create, offer, invite for subscription, issue and allot, from time to time, up to 1,00,000 (One Lakh) Debt Securities aggregating to INR 100,00,00,000/- (Indian Rupees Hundred Crore Only) of face value of INR 1,00,000/- (Indian Rupees One Lakh only) or INR 10,000/- (Indian Rupees Ten Thousand only) or any other face value, in compliance with the provisions of the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, as amended, and all other terms and conditions of the Previous Resolution, including the interest/coupon rate, terms of repayment, security, and all other matters, shall remain unchanged and continue to be in full force and effect.

RESOLVED FURTHER THAT Mr. K. G. Anilkumar, Chairman and Managing Director (DIN: 00766739), Ms. Umadevi Anilkumar, Whole-time Director and Chief Executive Officer (DIN: 06434467), Dr. Rajashree Ajith, Whole-time Director (DIN: 01457369), Mr. Visakh T. V., Company Secretary, and Mr. Madhavankutty T., Chief Financial Officer of the Company (collectively, referred to as the "**Authorised Persons**") be and are hereby severally authorised to undertake such other acts, deeds and things as may be required to give effect to the issuance and allotment of the Debt Securities and the listing of the Debt Securities as and when required by the Debenture Holders."

//Certified True Copy//
For ICL Fincorp Limited

ICL FINCORP LIMITED IRINJALAKUDA

K. G. Anilkumar
Chairman & Managing Director
DIN: 00766739

ICL Fincorp Ltd

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF ICL FINCORP LIMITED HELD ON TUESDAY, THE 12TH DAY OF MAY 2026 AT THE CORPORATE OFFICE OF THE COMPANY AT MAIN ROAD, IRINJALAKUDA, THRISSUR, KERALA - 680121

Approval of merger of Board Committees and constitution of a new Board Committee.

"**RESOLVED THAT** pursuant to the applicable provisions of the Companies Act, 2013, the Rules made thereunder, the Articles of Association of the Company, and such other applicable laws, rules, regulations and guidelines as may be applicable, approval of the Board be and is hereby accorded for the merger of the following existing Committees of the Board, namely:

1. Branch Authorisation Committee
2. Debenture Issue Committee
3. Share Allotment Committee

into a newly constituted Board Committee to be named as the "Finance and Management Committee ("FMC")"

RESOLVED FURTHER THAT pursuant to the applicable provisions of the Companies Act, 2013, the Rules made thereunder, the Articles of Association of the Company, and such other applicable laws, rules, regulations and guidelines as may be applicable, the Board of Directors of the Company hereby constitutes a Finance and Management Committee ("FMC") comprising the following Directors:

Name	**Designation**	**Position in Committee**
Dr. Rajashree Ajith	Whole-time Director	Chairperson
Ms. Umadevi Anilkumar	Whole-time Director & CEO	Member
Mr. Shinto Stanly	Independent Director	Member
Mr. K K Wilson	Non-executive Director	Member

ICL FINCORP LIMITED ICL IRINJALAKUDA

RESOLVED FURTHER THAT upon constitution of the FMC, the aforesaid existing Board Committees shall stand dissolved and all the powers, authorities, responsibilities, matters and functions presently delegated to and exercised by the aforesaid existing Board Committees shall stand transferred to, vested in and be exercised by the FMC with immediate effect.

RESOLVED FURTHER THAT Mr. K. G. Anilkumar (DIN: 00766739), Chairman & Managing Director, Ms. Umadevi Anilkumar (DIN: 06434467), Whole-time Director & Chief Executive Officer and Dr. Rajashree Ajith (DIN: 01457369), Whole-time Director of the Company be and are hereby severally authorized to do all such acts, things and deeds as may be deemed necessary for giving effect to the above resolution."

//Certified True Copy//

For ICL Fincorp Limited

ICL FINCORP LIMITED ICL IRINJALAKUDA

K.G. Anilkumar
Chairman & Managing Director
DIN: 00766739

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CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF BOARD OF DIRECTORS OF ICL FINCORP LIMITED HELD AT THE CORPORATE OFFICE OF THE COMPANY AT MAIN ROAD, IRINJALAKUDA, THRISSUR, KERALA - 680121 ON FRIDAY, THE 03RD DAY OF JULY 2026

Approval for offer of 25,000 Listed, Secured Redeemable Non-Convertible Debentures of Rs.10,000 each aggregating up to Rs. 25,00,00,000/- (Rupees Twenty-Five Crores Only) under private placement basis.

"RESOLVED THAT pursuant to the provisions of sections 42, 71 and 179 (3) (c) and such other applicable provisions, if any, of the Companies Act, 2013, read with Rule 18 of the Companies (Share Capital and Debentures) Rules, 2014 and rule 14 of Companies (Prospectus and Allotment of Securities) Rules, 2014 (including any statutory modifications or re-enactment thereof), as may be applicable for the time being in force, the Securities Contracts (Regulation) Act, 1956, the Securities and Exchange Board of India Act, 1992, the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, and the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, Depositories Act, 1996, as amended, and in accordance with the enabling provisions of the Reserve Bank of India circulars/regulations/directions, consent of the Board of Directors of the Company be and is hereby accorded to offer (No.01/2026-27) and issue 25,000 Listed Secured Redeemable Non-Convertible Debentures of face value of Rs.10,000/- (Rupees ten thousand only) each ("NCDs") for cash, at par, aggregating to Rs. 25,00,00,000/- (Rupees twenty-five Crores only) on private placement basis to the identified persons;

RESOLVED FURTHER THAT Mr. K. G. Anilkumar, Chairman and Managing Director (DIN: 00766739), Ms. Umadevi Anilkumar, Whole-time Director and Chief Executive Officer (DIN:06434467), Dr. Rajashree Ajith, Whole-time director (DIN: 01457369), Mr. Visakh T. V., Company Secretary, and Mr. Madhavankutty T., Chief Financial Officer of the Company ,be and are hereby severally authorized to sign, execute and Issue the Offer documents cum application form to the Identified Persons to invite subscription for the Issue and to do all such acts, deeds and things as may be necessary in this connection to give effect to the aforesaid resolution."

//CERTIFIED TRUE COPY//

For ICL Fincorp Limited

ICL FINCORP LIMITED ICL IRINJALAKUDA

Visakh T.V.
Company Secretary and Compliance Officer

ICL Fincorp Ltd

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF BOARD OF DIRECTORS OF ICL FINCORP LIMITED HELD AT THE CORPORATE OFFICE OF THE COMPANY AT MAIN ROAD, IRINJALAKUDA, THRISSUR, KERALA - 680121 ON FRIDAY, THE 03RD DAY OF JULY 2026

APPROVAL OF TRANSACTION SECURITY

"**RESOLVED THAT** one of the terms of the Debentures is that the principal amount of the Debentures along with any other amounts due and payable to the relevant parties (including the Debenture Holders and the Trustee) will be secured by the Transaction Security (*defined below*) as required under the terms of the Debenture Documents, and the Company be and is hereby authorised to create and perfect the Transaction Security (*defined below*), in accordance with the terms of the Debenture Documents.

RESOLVED FURHTER THAT pursuant to the provisions of Section 180(1)(a) of the Act and other applicable provisions, if any, of the Act, and relevant rules thereto including any statutory amendment or modifications thereto and in compliance with memorandum and articles of association, approval of the Board be and is hereby accorded to secure the Debentures by way of first ranking pari passu charge on all fixed assets (excluding immovable properties), current assets, including book debts, receivables, loans and advances and cash & bank balances (excluding reserves created in accordance with law and exclusive charge created in favour of secured charge holders in terms of their respective loan agreements/documents), both present and future of the Company ("Hypothecated Receivables"). The Company will create the security for the NCDs in favour of the Debenture Trustee for the Debenture Holders holding the NCDs on the assets to ensure 125% security cover or higher of the amount outstanding including interest in respect of the NCDs at any time.

RESOLVED FURTHER THAT the Company be and is hereby authorized to request Mr. Kuzhuppilly Govinda Menon Anilkumar and Ms. Umadevi Anilkumar to provide an irrevocable and unconditional personal guarantee in relation to Company's obligations in relation to the Debentures in accordance with the Debenture Documents and enter into such documents as maybe required in relation for the furnishing of the guarantee and provide such other comfort that may be required in relation to the above or as is required pursuant to the terms of the Debenture Trust Deed ("**Personal Guarantees**")."

RESOLVED FURTHER THAT the Authorised Signatories are severally authorised to do acts, deeds and things in relation to the Transaction Security (*defined below*).

(Hypothecated Receivables and Personal Guarantees collectively be referred to as the "**Transaction Security**").

RESOLVED FURTHER THAT the Company be and hereby provide their consent for any and all actions taken by any Authorised Signatories in connection with any transaction or objectives approved in any or all of the foregoing resolutions, and all transactions related thereto are hereby approved, ratified and confirmed in all respects and any and all actions hereafter to be taken by any Authorised Signatories in furtherance of the objectives of the foregoing resolutions are hereby shall be final and binding on the Company.

ICL FINCORP LIMITED ICL IRINJALAKUDA

RESOLVED FURTHER THAT the copies of the foregoing resolutions certified to be true copies by Mr. K. G. Anilkumar, Chairman and Managing Director (DIN: 00766739), Ms. Umadevi Anilkumar, Whole-time Director and Chief Executive Officer (DIN:06434467), Dr. Rajashree Ajith, Whole-time director (DIN: 01457369), Mr. Visakh T. V., Company Secretary, and Mr. Madhavankutty T., Chief Financial Officer of the Company, be furnished to such persons as may be deemed necessary."

//CERTIFIED TRUE COPY//

For ICL Fincorp Limited

ICL FINCORP LIMITED
ICL
IRINJALAKUDA

Visakh T.V.
Company Secretary and Compliance Officer

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CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF BOARD OF DIRECTORS OF ICL FINCORP LIMITED HELD AT THE CORPORATE OFFICE OF THE COMPANY AT MAIN ROAD, IRINJALAKUDA, THRISSUR, KERALA - 680121 ON FRIDAY, THE 03RD DAY OF JULY 2026

Approval of draft Key information document (Series-10A) for private placement of Listed, Secured Redeemable Non-Convertible Debentures aggregating up to Rs. 25,00,00,000/- (Rupees Twenty-five Crores Only).

"RESOLVED THAT the Draft Key Information Document for "Series-10A" prepared in accordance with the provisions of Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 and pursuant to the provisions of Section 42 of the Companies Act, 2013, placed before the meeting and initialed by the Chairman for the purpose of Identification, be and is hereby approved.

RESOLVED FURTHER THAT Mr. K. G. Anilkumar, Chairman and Managing Director (DIN: 00766739), Ms. Umadevi Anilkumar, Whole-time Director and Chief Executive Officer (DIN:06434467), Dr. Rajashree Ajith, Whole-time director (DIN: 01457369), Mr. Visakh T. V., Company Secretary, and Mr. Madhavankutty T., Chief Financial Officer of the Company be and hereby severally authorised to sign the Key Information Document and dispatch the same to the persons as may be identified by the Board of Directors of the Company for the issuance of Securities under private placement basis."

//CERTIFIED TRUE COPY//

For ICL Fincorp Limited

ICL FINCORP LIMITED ICL IRINJALAKUDA

Visakh T.V.
Company Secretary and Compliance Officer

ANNEXURE 6

PRE ISSUE AND POST ISSUE SHAREHOLDING PATTERN OF THE COMPANY

S. No	Category	Pre-issue		Post-issue	
		No. of shares held	% of share holding	No. of share held	% of shares holding
A	**Promoters' holding**				
1	Indian				
	Individual	4,17,60,536	47.32	4,17,60,536	47.32
	Bodies Corporate	-	-	-	-
	Sub-total	4,17,60,536	47.32	4,17,60,536	47.32
2	**Foreign promoters**	-	-	-	-
	Sub-total (A)	**4,17,60,536**	**47.32**	**4,17,60,536**	**47.32**
B	**Non-promoters' holding**				
1	Institutional investors	-	-	-	-
2	Non-institutional investors				
	Private corporate bodies	1,42,501	0.16	1,42,501	0.16
	Director and relatives	7,13,955	0.81	7,13,955	0.81
	Indian public	4,41,84,846	50.08	4,41,84,846	50.08
	Others [including Non-resident Indians (NRIs)]	14,41,460	1.63	14,41,460	1.63
	Sub-total (B)	**4,64,82,762**	**52.68**	**4,64,82,762**	**52.68**
	GRAND TOTAL (A+B)	**8,82,43,298**	**100**	**8,82,43,298**	**100**

Since the present issue pertains to Secured Redeemable Non-convertible Debentures, it will not have an impact on the Issued & Paid-up Capital of the Company

ANNEXURE 7

DEBENTURE TRUSTEE DUE DILIGENCE CERTIFICATE

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MITCON CREDENTIA
PARTNER WITH TRUSTED CREDENTIALS

Ref: 357/MCTSL/DT/2026-27

DUE DILIGENCE CERTIFICATE-ANNEXURE A

To,

BSE Limited
P.J. Towers, Dalal oStreet,
Mumbai – 400 001.

Securities and Exchange Board of India, SEBI Bhavan, Plot No.C4-A, 'G' Block Bandra-Kurla Complex, Bandra (East), Mumbai - 400051, Maharashtra

Sub.: Private issue of INR 25,000 Senior, Secured, Rated, Listed, Transferable, Fully Paid, Redeemable, Non-Convertible Debentures of a Face Value of INR 10,000 each ("NCD") each aggregating up to INR 25,00,00,000 (Indian Rupees Twenty Five Crore Only) By ICL Fincorp Limited (The "Issuer")

We, the Debenture Trustee (s) to the above mentioned forthcoming issue state as follows:

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

2) On the basis of such examination and of the discussions with the issuer, its directors and other officers, other agencies and of independent verification of the various relevant documents, reports and certifications, WE CONFIRM that:

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

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

For MITCON Credentia Trusteeship Services Limited

Pharan

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Name: Priyanka Shrungare
Designation: Compliance Officer
Date: July 03, 2026
Place: Mumbai

ANNEXURE 8

BRIEF PARTICULARS OF THE MANAGEMENT OF THE COMPANY

Brief profiles of our Directors

Kuzhuppilly Govinda Menon Anilkumar, is the Chairman and Managing Director of the Company. He has completed Bachelors in Arts (B.A.), Post-Graduation in Master of Business Administration (MBA) as well as a qualification in law (LLB). He has over 20 years of experience in managing businesses operating in the field of financial services. He was appointed as Trade Commissioner of Cuba by the Latin American Caribbean Federation of India at the India Cuba Conference during the Cuba Business Summit held in the month of January 2023. His unique capabilities have won him several awards and accolades including Excellence in Finance Sector Award' for the year 2019 from the Vice President of India, M. Venkaiah Naidu, the "Bharat Excellence Award" for the year 2015 from the Governor of Tamil Nadu, Dr. K. Rosaiah and Janam TV Global Excellence Award 2017 from Hon'ble union minsters Nirmala Sitharaman and Harsh Vardhan. He was appointed as Goodwill Ambassador for the Latin American Caribbean Trade Council in the month of May 2024.

Umadevi Anilkumar is the Whole Time Director and Chief Executive Officer of the Company. She holds a degree in bachelors in commerce (B.Com) from the University of Calicut and completed her post-graduation in business administration (MBA) from Madurai Kamaraj University. She has been actively involved in the operations of the Company and has got rich experience of over 10 years in managing businesses operating in the field of financial services.

Kakkeri Kochakkan Wilson is a Non-Executive Director of our Company. He is a graduate in Bachelor of Science from University of Calicut. He has over a decade of operational and management experience in financial services and has played a key role in managing the fast-growing operations of the Company.

Ambadath Aiyyappa Balan is an Independent Director of the Company. He passed his secondary school leaving (SSLC) exam from Nadavaramb Government School in March, 1956. Thereafter he passed the civil engineering from Madras Government Technical Education Board in the year 1957 specializing in surveying and levelling, building materials and constructions. He is a partner in the construction company named Balan Construction Company. He has been awarded with the Vikas Ratna Award by the International Friendship Society of India for his excellence in the field of building industry.

Shinto Stanly is an Independent Director of the Company. He has an experience of 10 years in the corporate field, is a member of the Institute of Company Secretaries of India and also a member of the Institute of Chartered Financial Analysts of India, Tripura. He also holds post graduate degrees in Master of Financial Analysis (MFA) and Master of Business Administration (HRM). He has vast experience and expertise in the field of corporate secretarial, accounts and allied businesses of non - banking financial companies, manufacturing companies, multi - national companies etc. Presently, he serves as the strategic consultant to various finance companies and multi-national business-oriented companies in Kerala.

Rajashree Ajith is a whole-time director & Key Managerial Personnel of the Company. She has an experience of 11 years in the NBFC Sector. She holds multiple degrees including post graduate degrees in (i) Doctor of Philosophy (Management); and (ii) Master of Business Administration with Specialisation in Finance and Marketing. She holds a graduate degree in Bachelor of Technology (Civil Engineering) from University of Kerala. She has vast experience and expertise in the field of Finance, Travel & Tourism etc. Prior to joining ICL Fincorp Limited, she was the managing director of KTDFC (Kerela Transport Development Finance Corporation Limited), Department of Transport, Kerala Government.

Elacode Krishnan Nair Harikumar is a Whole-time Director and Key Managerial Personnel of the Company. He is an accomplished banking professional with nearly 40 years of practical experience in the industry. He served as the Director at Kerala Finance Corporation and as the Chief General Manager of the State Bank of Travancore. Mr. Harikumar also served as a Director on the Board of Kerala Transport Development Finance Corporation Ltd. (KTDFC). Notably, he played a pivotal role in the formation of Kerala Bank and managed high-level operations of the State Bank of Travancore at the time of his retirement. Mr. Harikumar also served as the Director of Kerala Financial Corporation for six years and worked in various capacities with the State Bank of India, London. He holds an MSc and MPhil from the University of Kerala.

Sunil Kumar Singh is an Independent Director of the Company. He passed his Bacherlors of Arts examination from Patna University, and his Master of Arts examination from Patna University. He served as an IPS Officer and retired on October 31, 2022 owing to superannuation, from the rank of Director General of Prisons & Correctional Services, Tamil Nadu state.

Key Managerial Personnel

Our Company's Key Managerial Personnel are as follows:

Madhavankutty Thekkedath is a member of Institute of Chartered Accountants of India (Membership No. 210870) and has a vast and varied experience of around 15 years as Finance Manager in Muscat, Oman. He holds a Bachelor of Science degree from Calicut University. He was a Finance Manager at Al Sahari Oil Services Co. (SAOC) in Muscat from March, 2013 to March, 2021 (8 years), Finance Manager at Gulf Services & Industrial Supplies Co. LLC in Muscat from July, 2005 to February, 2013 (approximately 7 years) and Partner at Ramachandran & Ramachandran Associates, Chartered Accountants, Palakkad, Kerala from August, 2001 to June, 2005 (4 years).

Visakh T.V. is a member of Institute of Company Secretaries of India (Membership No. A53607) and has a vast and varied experience of around 7 years in handling the Company Secretarial matters in the Financial Sector. He also holds a Bachelor's degree in Commerce from Mahatma Gandhi University. Prior to joining our company, he was a company secretary and manager (finance and accounts) at Gosree Finance Limited. He has also worked as the company secretary at Muthoot Money Private Limited.

Senior Management Personnel of our Company

The details of the Senior Management Personnel, as on the date of this Key Information Document, are set out below:

Brief profile of our Senior Management Personnel:
1. Sathisan Kallidil Padincharekkara, Senior General Manager-Operations & Development, is designated as our Company's Senior Management Personnel; and
2. Krishnamoorthy Ramachandran, Senior General Manager- Operations, is designated as our Company's Senior Management Personnel.

ANNEXURE 9

ALL COVENANTS TO THE ISSUE

REPORTING COVENANTS

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

1. <u>Quarterly Reports</u>

a. 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) financials, operations, portfolio growth and asset quality (including portfolio cuts, collection efficiency and portfolio at risk data, auction details, month on month, list of top 25 customers having the highest loan exposure, list of lenders and Loan / NCD profile, funding in formats acceptable to the Investor;

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

(iii) if applicable, the financial and other returns filed by the Company with the RBI (including without limitation, the form NBS 7 filed with the RBI);

(iv) a compliance certificate regarding the financial covenants set forth in **Annexure 9** (*All Covenants to the Issue*) in form and substance reasonably satisfactory to the Debenture Trustee and the Debenture Holders;

(v) 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 Coupon 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) A statement that the Hypothecated Assets is sufficient to discharge the claims of the Debenture Holders as and when they become due.

(vi) Security cover certificate, in the format specified under the Applicable Laws;

(vii) Net worth certificate of the Guarantors;

(viii) information on:

(a) any new product being introduced, including a loan product or any other financial product or any new business correspondent relationship is established or discontinuance of existing relationship;
(b) expansion of operations into any new district, city or state;
(c) if the Company makes any material changes to the information system or loan management software, in terms of upgrade or installing a new software, other than those specifically mentioned in the business plan submitted to the Debenture Trustee and/or the Debenture Holders;
(d) any revisions in the business plan submitted to the Debenture Trustee and/or the

Debenture Holders;

(e) any changes in the accounting policy of the Company from that followed as on the Deemed Date of Allotment;

(f) if there is any fraud, amounting to more than 1% of Gross Loan Portfolio;

(g) if there are any orders, directions, notices, of court/tribunal affecting or likely to affect the charged assets; and

(h) such other information, as may be required by the Debenture Trustee.

Provided that, notwithstanding anything contained herein:

(i) in respect of the quarterly reporting referred to in clause (i) above, solely to the extent of submission of financial results, financial statements, and other related financial information forming part of such reporting, for the quarter ended March 31, 2027, the Company shall furnish the same within 60 (Sixty) calendar days from the end of such quarterly reporting period; and

(j) in respect of the Security Cover Certificate referred to in clause (vi) above, for the quarter ended March 31, 2027, the Company shall furnish the same within 60 (Sixty) calendar days from the end of such quarterly reporting period.

2. 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 Ind AS 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 potential Event of Default or 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.

3. Event Based Reports

(i) As soon as available and in any event within 7 (Seven) Business Days of the occurrence of such event, in form and substance satisfactory to the Debenture Trustee and the Debenture Holders. Such reporting will include information detailing:

(ii) any change in board of directors and other senior management officials like chief executive officer, chief financial officer/head of finance and treasury, chief risk officer, chief operations officer/head of business and the head of audit;

(iii) the Company alters its Constitutional Documents;

(iv) Any fraud amounting to more than 1.0% of Gross Loan Portfolio

(v) Any prepayment or notice of any prepayment of any Indebtedness of the Issuer on account of any event of default.

(vi) 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 1 (One) Business Days from the occurrence of such event:

(a) 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;

(b) 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 for an amount in excess of INR 5 Crore, which could result in a Material Adverse Effect;

(c) 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;

(d) 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.

(vii) Issuer shall provide quarterly financial statements along with notes to accounts and schedules to the Debenture Trustee as within 60 (sixty) calendar days from the end of each quarter. Further, the Issuer shall submit monthly financial statements as and when requested by the Debenture Trustee acting on the instruction of Debenture Holders.

(viii) Issuer shall furnish a certificate issued by a independent chartered accountant certifying the end use of the proceeds of the Facility within 45 (Forty-five) days from the end of deemed date of deed of hypothecation.

(ix) The Company shall provide the Debenture Trustee with impact reports on Company's contribution to the sustainable development goals, including at its portfolio level and Gross Loan Portfolio level in the format prescribed by the Debenture Trustee and at such intervals as may be reasonably required.

AFFIRMATIVE COVENANTS

(a) ***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;

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

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

(c) ***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;

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

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

(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;

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

(iii) promptly obtain all consents and 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 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 **Annexure 10** (*Event 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 (if the Debentures are listed);

(iii) details of any claims, litigation, arbitration or administrative proceedings or the outcome thereof, that may have an impact on the Company, including those that are required to be disclosed to the stock exchange under the listing agreement entered into with the stock or applicable listing regulations (if the Debentures are listed);

(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 BSE; and

(v) the declaration or distribution of dividend;

(j) Comply with Investor Education and Protection Fund requirements

(k) 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;

(l) ***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 the Debenture Trust Deed or to ensure the legality, validity, enforceability or admissibility in evidence in India of the Debenture Trust Deed;

(iv) comply with:

(A) all Laws, rules, regulations and guidelines (including but not limited to environmental, social and taxation related Laws), as applicable in respect of the Debentures and obtain such regulatory approvals as may be required from time to time, including but not limited, in relation to the following (if the Debentures are listed) (i) SEBI NCS Regulations and SEBI

Master Circular, as may be in force from time to time during the tenor of the Debentures; (ii) the provisions of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015; and (iv) the provisions of the listing agreement to be entered into by the Company with the BSE in relation to the Debentures;

(B) the Securities and Exchange Board of India (Debenture Trustee) Regulations, 1993 as in force from time to time, in so far as they are applicable to the Debentures and furnish to the Debenture Trustee such data, information, statements and reports as may be deemed necessary by the Debenture Trustee in order to enable them to comply with the provisions of Regulation 15 thereof in performance of their duties in accordance therewith to the extent applicable to the Debentures;

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

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

(m) ***Security***

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

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

(ii) Company shall 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 perfection of charge over the Hypothecated Assets. Company shall procure from each of the existing chargeholders a no objection letter for the creation of charge over the Hypothecated Assets and a letter ceding first pari passu charge in favour of the Debenture Truste in respect of the Hypothecated Assets within 30 days from date of the Debenture Trust Deed.

(iii) shall, as 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;

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

(v) the Hypothecated Assets shall satisfy the Eligibility Criteria;

(vi) 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

(vii) 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 the Debenture Trust Deed;

(n) ***Filings***

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

(o) ***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;

(p) ***Where Debenture Holder is a Foreign Investor***

Company shall in the event a Debenture Holder is a foreign portfolio investor, foreign institutional investor or sub-account of foreign institutional investors, or qualified foreign investor, the Company shall, in relation to each Interest Payment Date and in relation to each date when any other payment is due by the Company under the Debentures (each a "**Relevant Payment Date**"), courier to the Debenture Holders (or their designated agent, as confirmed by the Debenture Holders) within 1 (One) Business Day after a Relevant Payment Date, the duly completed and signed Form 15 CA/CB. A scanned copy of such duly completed and signed Form 15 CA/CB shall be sent to the Debenture Holders on the Relevant Payment Date by e-mail;

(q) ***Delay in execution of Debenture Trust Deed and Security Creation***

Company shall in the event of any delay in execution of this deed and creation of first ranking *pari-passu* charge over the Hypothecated Assets within the timelines stipulated in the Hypothecation Agreement, the Company will, at the option of the Debenture Holders, either:

(i) refund the Application Money as set out in Clause 2.5 of the Debenture Trust Deed, 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 execution of this deed and the creation of first ranking and *pari-passu* charge over the Hypothecated Assets pursuant to the terms of the Hypothecation Agreement.

(r) ***Books of Account***

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

(s) ***Material Adverse Effect***

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

(t) ***Insurance***

Company shall maintain insurances on and in relation to its business and assets with insurance companies against those risks and to the extent as is usual for companies carrying on the same or substantially similar business and any other insurances as may be required by Law and ensure that all premiums are paid on time and other obligations of the Company under the insurance policies are duly complied with;

(u) ***Corporate Governance***

(i) the Company shall maintain the highest standards of corporate governance in accordance with the NBFC Master Directions and the applicable laws;

(ii) shall at all times until the redemption of all outstanding Debentures, ensure that there is at least 2 (two/ one) independent directors on the board of directors; and

(iii) the Company shall at all times comply with the NBFC Master Directions.

(v) ***General***

(i) the Company shall perform all of its obligations under the terms of the Transactions Documents and maintain in full force and effect each of the Transaction Documents;

(ii) the Company shall promptly pay and discharge all its financial obligations and regularly make all payments due and payable by the Company, including but not limited to taxes and also such payment due and payable under or in respect of the Issue or any documents executed in connection there with;

(iii) the Company shall give the Debenture Trustee any information, relating to the business, property, affairs of the Company, that materially impacts the interests of the Debenture Holders;

(iv) the Company shall comply with the 'Guidelines on Fair Practices Code for Non-Banking Financial Companies' as prescribed by the RBI from time to time; and

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

(w) ***Access***

Company shall permit the Debenture Trustee (and the Debenture holders) and/or accountants or other professional advisers and contractors appointed by the Debenture Trustee access at all reasonable times and on reasonable notice of the Company to:

(i) check the management of the funds made available through subscription to the Debentures;

(ii) inspect and take copies and extracts from the books, accounts and records of the Company;

(iii) visit and inspect the premises of the Company; and

(iv) meet and discuss matters with senior management employees of the Company.

(x) ***Conditions Subsequent***

Company shall comply with the conditions stipulated in Section 7 (*Issue Details*) - Conditions Subsequent of this Key Information Document.

(y) ***Financial Covenants***

Company shall comply with the financial covenants stipulated in stipulated in Annexure 9 (*All Covenants to the Issue)* of this Key Information Document.

(z) ***Issue Terms and Conditions***

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

(aa) ***Internal Controls***

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

(bb) ***Information to Debenture Trustee***

The Company shall promptly provide all assistance, documents and information to the Debenture Trustee as may be required by it to enable the Debenture Trustee to fulfill its obligations as laid out in Clause 5.14 of the Debenture Trust Deed and as may be required by SEBI from time to time.

FINANCIAL COVENANTS

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

(a) maintain Capital Adequacy Ratio of 17% (seventeen percent) or as per the regulatory minimum prescribed by the NBFC Master Directions, whichever is higher.

For the purpose of the calculations of the Capital Adequacy as mentioned above:

i. first loss credit enhancements provided by the Company on securitization shall be reduced from Tier I Capital and Tier II Capital without any ceiling;

ii. credit enhancements provided by the Company 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 (fifty) percent from Tier I Capital and 50 (fifty) percent from Tier II Capital); and

iii. in computing the amount of subordinated debt eligible for inclusion in Tier II Capital, such subordinated debt shall be subject to discount as prescribed by the Reserve Bank of India

(b) Ratio of the sum of the Par > 90 (Par greater than ninety days) and write-offs (calculated on the Company’s entire portfolio including receivables sold or discounted on a non-recourse basis) to Gross Loan Portfolio shall not exceed 3.00% (Three point zero zero percent). For purposes of this covenant, write-offs shall be calculated for the trailing twelve months period;

(c) Maximum permissible ratio of Par > 90 net off Loan Loss Provisions (on the Issuer's entire portfolio including receivables sold or discounted on a non-recourse basis) to Tangible Networth shall be 5.00% (Five Point Zero Zero percent).

(d) The ratio of total debt to tangible net worth shall not exceed: (i) 5.75x (Five Point Seven Five times) until March 2027; and (ii) 5.00x (Five point zero zero times) from April 2027 onwards until the Final Settlement Date.

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. Equity-like investments shall exclude investments in Salem Erode Investments Ltd.

Tier I Capital shall have the meaning given to it in the NBFC Master Directions.

Tier II Capital shall have the meaning given to it in the NBFC Master Directions.

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.

"**Risk Weighted Assets**" shall be calculated as per the method prescribed in the NBFC Master Directions;

NEGATIVE COVENANTS

(a) ***Change of business; Role of Promoter***

(i) Change the general nature of its business from that which is permitted by the RBI.

(ii) Change or make any alteration to its Constitutional Documents.

(iii) The Promoters and the Promoter Group shall continue to maintain Control in the Company, until the Final Settlement Date.

(iv) Further, the Company shall ensure that, until the Final Settlement Date, the Promoters of the Issuer 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 the instruction of Debenture Holders.

(v) Any change in the stake of the Promoters in the Company below the existing level set out below shall require prior written consent of the Debenture Trustee.

Name	Shareholding Type	Existing % stake
Mr. Kuzhuppilly Govinda Menon Anilkumar	Diluted	33.37%
Ms. Umadevi Anilkumar	Diluted	13.95%

(vi) Until the Final Redemption Date, the Company will procure and ensure that the Promoter will not exit from or reduce its involvement from the management activities of the Company as is subsisting on the date of execution of the debenture Trust Deed.

(b) ***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;

(iii) the Company is in compliance with the financial covenants set forth in **Annexure 9** *(All Covenants to the Issue)*; and

(iv) the company has paid or made satisfactory provision for the payment of the installments of principal and interest due on the Debentures.

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

Undertake or permit any merger, consolidation, re-organisation, scheme of arrangement or compromise with its creditors or shareholders or effect any scheme of amalgamation or reconstruction.

(d) ***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.

(e) ***Acquisition***

Acquire, without the prior written consent of the Majority Debenture Holders, any company, business or undertaking if the amount of the acquisition cost, whether paid by cash or otherwise, when aggregated with the aggregate acquisition cost of any other companies, business or undertaking acquired by it during that financial year exceeds 10% (Ten Percent) of the Tangible Net Worth.

(f) ***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).

(g) ***Loans and Guarantees***

The Company shall not:

(i) extend a loan to any single individual or entity amounting to greater than 10% of net-worth of the Company; or

(ii) undertake to guarantee the liabilities of any individual or entity (unless the entity is, Salem Erode Investments Limited).

(h) ***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.

(i) ***Immunity***

Claim any immunity or limitation of liability against any payment obligations arising towards the Debenture Holders.

(j) ***Auditor***

Change its auditor without the prior written intimation to the Debenture Trustee. The Company shall authorize its auditors to communicate directly with the Debenture Trustee and the Debenture Holders.

(k) ***Liabilities***

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

(l) ***Change of control***

Issue any additional shares or equity interests and shall not have its existing shares or equity interests transferred, sold, pledged or otherwise encumbered, if such action results in change in Control of the Company. PROVIDED THAT if the written consent of the Debenture Trustee/ the Majority Debenture Holder(s) is withheld for the proposed change of control, the Company will, upon the instructions of the Debenture Trustee, redeem the Debentures forthwith within 45 (Forty five) days of receiving such written instructions from the Debenture Trustee and pay prepayment penalty on such redemption in accordance with the terms of the Transaction Documents.

No prior written consent of the Debenture Trustee is required if the issue of any additional shares or equity interests, transfer, sale, pledge or encumbrance of its existing shares or equity interests does not result in change in Control of the Company.

(m) ***Disposal of Assets***

Sell, transfer, or otherwise dispose of in any manner whatsoever any material Assets of the Company, other than any securitization/portfolio sale of assets undertaken by the Company in its ordinary course of business.

(n) ***Management Control***

Any change in Control of the Company.

(o) ***Material compromise or Settlement***

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

(p) ***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.

(q) ***Related Party Transactions***

Without the prior written consent of the Debenture Holders, the Company shall not enter into any transaction(s) in the nature of loans or advances to a related party(s) whereby the overall outstanding amount owed to the Company under all such transactions exceeds 10% of its Tangible Net Worth. Debenture Trustee or its representatives will have access to any additional information that it/they deem(s) necessary to monitor and evaluate the mentioned covenant till the Final Settlement Date.

(r) ***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.

(s) ***Others***

Without prejudice to Clause (a) (*Change of business; Role of Promoter*) of this **Annexure IX** *(All Covenants of the Issue*), 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.

ANNEXURE 10

EVENTS OF DEFAULT

(a) ***Payment Defaults***

The Company does not pay on the Due Date any amount payable pursuant to the 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, unless its failure to pay is caused by administrative or technical error and payment is made within 3 (Three) Business Days of its Due Date.

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

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

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

(c) ***Charge over Hypothecated Assets***

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

(d) ***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.

(e) ***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; or

(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.

(f) ***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.

(g) ***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.

(h) ***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 and such Material Adverse Effect has not been remedied or rectified for a period of 30 (Thirty) Business Days.

(i) ***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, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of the Company or its Affiliate; or

(D) the Company or its Affilate, in respect of any reference or enquiry or proceedings commenced, before the National Companies Law Tribunal or under any mechanism or prescription of the RBI in respect of resolution/restructuring of stressed assets (including without limitation, under the RBI's circular no. DBR.No.BP.BC.45/21.04.048/2018-19 dated June 7, 2019 on "Prudential Framework for Resolution of Stressed Assets" (as amended or modified or restated from time to time));

(E) 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

(F) 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.

(j) ***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.

(k) ***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.

(l) ***Judgments Defaults***

One or more judgments or decrees entered against the Company involving a liability (not paid or not covered by a reputable and solvent insurance company), individually or in the aggregate, exceeding 5% (five percent) of the Total Assets of the Company PROVIDED THAT such judgments or decrees are either final and non-appealable or have not been vacated, discharged or stayed pending appeal for any period of 30 (thirty) consecutive calendar days.

(m) ***Transaction Documents***

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

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

(n) ***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.

(o) ***Repudiation***

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

(p) ***Information Covenants***

The failure to comply with any reasonably monitoring and/or servicing requests from Debenture Holders, including its monthly, quarterly, annual and event-based reporting requirements as required under the reporting covenants prescribed in **Schedule IX** (*Reporting Covenants*).

(q) ***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.

(r) ***Delisting***

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

(s) ***Cessation***

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

(t) ***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.

(u) ***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.

(v) ***Erosion of Tangible 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 Tangible Net Worth (as defined in the Act) of the Company has eroded by 50% or more.

(w) ***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.

(x) ***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.

(y) ***Third party***

A default or Event of Default occurs on account of a breach of representation or breach of an information covenant under the terms of any other agreement involving borrowed money or the extension of credit or any other Financial Indebtedness under which the Company may be obligated as a borrower or guarantor and pursuant to which the Company is called upon to and makes a prepayment to a 3rd party without the prior written consent of the Debenture Holder. Such consent shall not be unreasonably delayed or withheld by the Debenture Holders.

(z) ***Wilful default***

Any Promoters or directors or key management personnel of the Company is/are declared as wilful defaulter by any competent authority or accused of, charged with, arrested or convicted a criminal offence involving moral turpitude, 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.

(aa) ***Breach of Financial Covenants***

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

(bb) ***Breach of Negative Covenants***

Any breach of negative covenants mentioned in **Schedule X** (*Negative Covenants*).

(cc) ***Breach of other terms of the Debenture Trust Deed***

A breach by the Company of any of its obligations and covenants provided in terms of the Debenture Trust Deed or other Transaction Documents (other than (a) to [(bb)] above) and such breach is not remedied (if capable of remedy) within the expiry of Cure Period for breach of Other Covenants from the date of such breach.

(dd) ***Failure* to comply with corporate governance standards, mismanagement and irregularity in accounts**

In the reasonable opinion of the Majority Debenture Holders, there is a failure of procedures and standards relating to corporate standards in the Company or if there is any mismanagement in the Company that may affect the rights of the Debenture Holders, or any irregularity in accounts or siphoning of funds by any person associated with the Company.

(ee) ***Unsatisfactory Audits***

Based on the outcome of the discretionary audit, the Debenture trustee shall be entitled to stipulate standards to be met by the Company and the Company shall meet the same standards, failing which it will considered to be an Event of Default.

(ff) ***Rating Downgrade***

The rating of any instrument rated from any of the external rating agency gets downgraded to a rating of BB or below.

REMEDIES

If one or more of the events specified in **Annexure 10** (*Events of Default*) occur(s), the Debenture Trustee may, in its discretion, that is, without requiring any consent or confirmation of the Company, and upon request in writing of Special Majority Debenture Holders or by a Special Resolution duly passed at the meeting of the Debenture Holders held in accordance with the provisions set out in **Clause 6** (*Provisions for the meetings of the Debenture Holders*) of the Debenture Trust Deed hereto by a notice in writing to the Company initiate the following course of action:

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

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

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

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

(e) to appoint a nominee director as per the SEBI (Debenture Trustee) Regulations, 1993 on the board of directors of the Company or to appoint an observer to all meetings of the board of directors of the Company,

(f) take necessary action of either enforcing the Security or entering into the Inter Creditor Agreement as stated in Clause 10 of the Debenture Trust Deed or take any other action as decided in the meeting of Debenture Holder(s) based on the decision of the Debenture Holder(s) with Special Majority, including the decision of formation of a committee of the Debenture Holder(s) to participate in the ICA or to enforce the Security or as may be decided in the meeting of Debenture Holder(s). Such a committee, if decided to be formed, may comprise of the designated members representing the interest of the ISIN level Debenture Holder(s) under the Debentures and be responsible to take decisions which shall be binding on the specific ISIN level Debenture Holder(s) relating to ICA matters, or in relation to enforcement of the Security, or take any other action as may be decided by the Debenture Holder(s),from time to time. The Debenture Trustee(s) may in accordance with the decision of the Debenture Holder(s), sign the ICA and consider the resolution plan, if any, on behalf of the Debenture Holder(s)/ Beneficial Owners in accordance with the requirements under the extant RBI guidelines, SEBI circulars, guidelines and other Applicable Laws.

(g) The Debenture Trustee after obtaining consent of Debenture Holder(s) for enforcement shall inform the designated stock exchange seeking release of the Recovery Expense Fund. The Debenture Trustee shall follow the procedure set out in by Issuers of listed or proposed to be listed debt securities towards creation of "Recovery Expense Fund" issued by SEBI, as amended from time to time for utilization of the Recovery Expense Fund and be obligated to keep proper account of all expenses, costs including but not limited to legal expenses, hosting of meetings etc., incurred out of the Recovery Expense Fund towards enforcement of Security. All expenses over and above those met from the Recovery Expense Fund incurred by the Beneficial Owners(s)/Trustee after an Event of Default has occurred.

(h) take all such other action expressly permitted under the Debenture Trust Deed or in the other Transaction Documents or permitted under the Law including invocation of guarantee (if applicable); and

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

ANNEXURE 11

A. ***The Issuer shall also disclose the number and price at which each of the allotments were made in the last one year preceding the date of this Key Information Document separately indicating the allotments made for considerations other than cash and the details of the consideration in each case.***

Sr. No.	Description of Shares	Details of Shares Issued	Allotment Date	No. of Shares	Face Value per share (in Re.)	Issue price per share (in ₹)	Consideration (Cash, other than cash, etc.)	Cumulative No. of Shares (Series Wise)
1	Equity Shares	Rights Issue	September 07, 2024	14,19,517	10	25	Cash	5,12,13,135
2	Equity Shares	Rights Issue	September 11, 2024	8,28,719	10	25	Cash	5,20,41,854
3	Equity Shares	Rights Issue	October 24, 2024	7,44,029	10	25	Cash	5,27,85,883
4	Equity Shares	Rights Issue	March 13, 2025	40,00,000	10	25	Cash	5,67,85,883
5	Equity Shares	Rights Issue	March 21, 2025	14,00,000	10	25	Cash	5,81,85,883
6	Equity Shares	Rights Issue	September 30, 2025	41,80,419	10	25	Cash	6,23,66,302
7	Equity Shares	Rights Issue	December 30, 2025	46,08,420	10	25	Cash	6,69,74,722
8	Equity Shares	Rights Issue	March 23, 2026	84,90,220	10	25	Cash	7,54,64,942
9	Equity Shares	Rights Issue	June 01, 2026	53,20,000	10	25	Cash	8,07,84,942
10	Equity Shares	Rights Issue	June 10, 2026	74,58,356	10	25	Cash	8,82,43,298

B. ***The number of persons to whom allotment on preferential basis/private placement/ rights issue has already been made during the year, in terms, of number of Non – Convertible Debentures as well as price***

(a) ***Equity Shares***

Sr. No.	Date of Allotment	Nature of Security	Number of Security	Number of Persons	Price per Security	Mode
1	September 07, 2024	Equity Shares	14,19,517	466	25	Right Issue
2	September 11, 2024	Equity Shares	8,28,719	209	25	Right Issue

Sr. No.	Date of Allotment	Nature of Security	Number of Security	Number of Persons	Price per Security	Mode
3	October 24, 2024	Equity Shares	7,44,029	254	25	Right Issue
4	March 13, 2025	Equity Shares	40,00,000	2	25	Right Issue
5	March 21, 2025	Equity Shares	14,00,000	467	25	Right Issue
6	September 30, 2025	Equity Shares	41,80,419	478	25	Right Issue
7	December 30, 2025	Equity Shares	46,08,420	303	25	Right Issue
8	March 23, 2026	Equity Shares	84,90,220	213	25	Right Issue
9	June 01, 2026	Equity Shares	53,20,000	3	25	Right Issue
10	June 10, 2026	Equity Shares	74,58,356	330	25	Right Issue

(b) ***Non – Convertible Debentures***

Sr. No.	Date of Allotment	Nature of Security	Number of Security	Number of Persons	Price per Security	Mode
1	May 31, 2024	Non-Convertible Debentures	632	46	1,00,000	Private Placement
2	June 25, 2024	Non-Convertible Debentures	349	26	1,00,000	Private Placement
3	July 23, 2024	Non-Convertible Debentures	442	35	1,00,000	Private Placement
4	August 19, 2024	Non-Convertible Debentures	281	20	1,00,000	Private Placement
5	October 04, 2024	Non-Convertible Debentures	328	29	1,00,000	Private Placement
6	March 05, 2025	Non-Convertible Debentures	367	19	1,00,000	Private Placement
7	March 27, 2025	Non-Convertible Debentures	150	07	1,00,000	Private Placement
8	July 10, 2025	Non-Convertible Debentures	824	84	1,00,000	Private Placement
9	October 08, 2025	Non-Convertible Debentures	349	41	1,00,000	Private Placement

ANNEXURE 12

MATERIAL DEVELOPMENTS

Other than as disclosed below, there have been no material developments since the filing of the General Information Document:

1. ***Details of share capital as at the last quarter end i.e. 30 June 2026***

Share Capital	Amount (in ₹)
AUTHORISED SHARE CAPITAL	
10,00,00,000 fully paid Equity Shares of face value ₹10 each	1,00,00,00,000.00
50,00,000 fully paid Preference Shares of face value ₹100 each	50,00,00,000.00
Total authorised share capital	**1,50,00,00,000.00**
ISSUED, SUBSCRIBED AND PAID-UP SHARE CAPITAL	
8,82,43,298 Equity shares of face value ₹10 each	88,24,32,980
24,000 Preference Shares of face value ₹100 each	24,00,000
Total issued, subscribed and paid-up share capital	88,48,32,980
SECURITIES PREMIUM ACCOUNT	**90,20,02,065**

2. ***Details of the equity share capital for the preceding three financial years and current financial year as at Cut Off Date:***

Date of Allotment	No. of Equity Shares	Face Value	Issue Price	Consideration (Cash, Other than cash, etc)	Nature of Allotment	Cumulative		
						No. of Equity Shares	Equity Share Capital	Equity Share premium
February 28, 2023	30,58,609	10	25	Cash	Rights Issue	4,73,93,561	47,39,35,610	28,92,56,010
February 20, 2024	24,00,057	10	25	Cash	Rights Issue	4,97,93,618	49,79,36,180	32,52,56,865
September 07, 2024	14,19,517	10	25	Cash	Rights Issue	5,12,13,135	51,21,31,350	34,65,49,620
September 11, 2024	8,28,719	10	25	Cash	Rights Issue	5,20,41,854	52,04,18,540	35,89,80,405
October 24, 2024	7,44,029	10	25	Cash	Rights Issue	5,27,85,883	52,78,58,830	37,01,40,840
March 13, 2025	40,00,000	10	25	Cash	Rights Issue	5,67,85,883	56,78,58,830	43,01,40,840
March 21, 2025	14,00,000	10	25	Cash	Rights Issue	5,81,85,883	58,18,58,830	45,11,40,840
Septmber 30, 2025	41,80,419	10	25	Cash	Rights Issue	6,23,66,302	62,36,63,020	51,38,47,125
December 30, 2025	46,08,420	10	25	Cash	Rights Issue	6,69,74,722	66,97,47,220	58,29,73,425
March 23, 2026	84,90,220	10	25	Cash	Rights Issue	7,54,64,942	75,46,49,420	71,03,26,725
June 01, 2026	53,20,000	10	25	Cash	Rights Issue	8,07,84,942	80,78,49,420	79,01,26,725
June 10, 2026	74,58,356	10	25	Cash	Rights Issue	8,82,43,298	88,24,32,980	90,20,02,065

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

Category	Category of Shareholder	No of Shareholders	No of fully paid up equity shares held	No of Partly paid-up equity shares held	No of Shares Underlying Depository Receipts	Total No of Shares Held (VII) = (IV)+(V)+(VI)	Shareholding as a % of total no of shares (As a % of (A+B+C2))	Number of Voting Rights held in each class of securities				No of Shares Underlying Outstanding convertible securities (including Warrants)	Shareholding as a % assuming full conversion of convertible Securities (as a percentage of diluted share capital)	Number of Locked in Shares		Number of Shares pledged or otherwise encumbered		Non-Disposal Undertaking		Other encumbrances if any		Total Number of Shares encumbered		Number of equity shares held in dematerialized form
								No of Voting Rights			Total as a % of (A+B+C)			No.	As a % of total Shares held	No.	As a % of total Shares held	No.	As a % of total Shares held	No.	As a % of total Shares held	No.	As a % of total Shares held	
								Class X	Class Y	Total														
(I)	(II)	(III)	(IV)	(V)	(VI)	(VII)	(VIII)	(IX)				(X)	(XI)	(XII)		(XIII)		(XIV)		(XV)		(XVI)		(XVII)
(A)	Promoter & Promoter Group	6	4,23,14,825	0	0	4,23,14,825	47.95	4,23,14,825	0	4,23,14,825	47.95	0	0	0	0	0	0		0		0		0	4,23,14,825
(B)	Public	6,438	4,59,28,473	0	0	4,59,28,473	52.05	4,59,28,473	0	4,59,28,473	52.05	0	0	0	0	0	0		0		0		0	4,27,61,076

(C)	Non Promoter-Non Public	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
(C1)	Shares underlying DRs	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
(C2)	Shares held by Employees Trusts	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Total	**6,444**	**8,82,43,298**	**0**	**0**	**8,82,43,298**	**100**	**8,82,43,298**	**0**	**8,82,43,298**	**100**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**8,50,75,901**

4. ***List of top ten holders of equity shares of the company as at the latest quarter end i.e. 30 June 2026:***

Sr. No.	Name of the Shareholder	Total number of Equity Shares	Number of shares in dematerialised form	Total shareholding as a percent of total number of Equity Shares (in %)
1.	K G Anilkumar	2,94,46,471	2,94,46,471	33.37
2.	Umadevi Anilkumar	1,23,14,065	1,23,14,065	13.95
3.	IEPF Authority	4,59,723	4,59,723	0.52
4.	K K Rajan	3,50,001	3,50,001	0.40
5.	Pathinettampadi Karuppasamy S	3,50,000	3,50,000	0.40
6.	Sreejith S	3,12,667	3,12,667	0.35
7.	S Balasubramani	3,03,000	3,03,000	0.34
8.	George Thomas	3,02,400	3,02,400	0.34
9.	Shyam Bhaskaran	2,66,666	2,66,666	0.30
10.	James C L	2,59,066	2,59,066	0.29
	Total	**4,43,64,059**	**4,43,64,059**	**50.26**

5. ***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) as at Cut Off Date****:*

Remuneration paid by our Company to the Directors

The following table sets forth details of remuneration payable or paid by our Company to our Directors:

Name of Directors	For the period starting April 1, 2026 till June 30, 2026	Fiscal 2026	Fiscal 2025	Fiscal 2024
Kuzhuppilly Govinda Menon Anilkumar				
Salary	75,00,000	3,00,00,000	2,25,80,645	-
Sitting Fee	0	12,000	57,000	96,000
Umadevi Anilkumar				
Salary	45,00,000	1,80,00,000	1,30,00,000	-
Sitting Fee	0	12,000	51,000	90,000
Kakkeri Kochakkan Wilson				
Sitting Fee	0	92,000	57,000	93,000
Sreejith Surendran Pillai ^				
Sitting Fee	0	-	51,000	84,000
Ambadath Aiyyappa Balan				
Sitting Fee	0	1,32,000	57,000	81,000
Shinto Stanly				
Sitting Fee	0	2,92,000	57,000	96,000
Munappil Gunavardhanan Narayanagopalan*				
Sitting Fee	0	0	3,15,000	-
Rajashree Ajith#				
Salary	24,99,999	99,99,996	71,10,211	-
Sitting Fee	0	12,000	42,000	-
Elacode Krishnan Nair Harikumar@				
Salary	15,00,000	59,66,667	33,70,430	-
Sitting Fee	0	12,000	9,000	-
Sunil Kumar Singh**				
Sitting Fee	0	2,80,000	-	-

* *Munappil Gunavardhanan Narayanagopalan was appointed as Independent Director with effect from May 30, 2024 and resigned with effect from March 31, 2025.*

 # Rajashree Ajith was appointed as whole-time director with effect from July 16, 2024.
@ Elacode Krishnan Nair Harikumar was appointed as whole-time director with effect from February 14, 2025.
^ Sreejith Surendran Pillai has resigned from the Board with effect from February11, 2025.
*** Mr. Sunil Kumar Singh was appointed as the independent director with effect from July 16, 2025*

Remuneration paid by Subsidiary and associate companies to the Directors

No remuneration is being paid by the Subsidiary Company to any of the directors of the Company, except the sitting fees paid. The Directors of our Company do not receive any remuneration (including any stock option, shareholding in subsidiaries and associate companies) from the Subsidiary company of the Company during the last three financial years and the current financial year except the sitting fees received by the Directors from Salem Erode Investments Limited, Subsidiary Company, as hereunder:

Name of Directors	For the period starting April 1, 2026 till June 30, 2026	Fiscal 2026	Fiscal 2025	Fiscal 2024
Kuzhuppilly Govinda Menon Anilkumar	4,500	9,000	20,000	15,000
Umadevi Anilkumar	2,250	11,250	20,000	15,000
Ambadath Aiyyappan Balan	6,750	13,500	20,000	15,000
Shinto Stanly#	6,750	9,000	22,500	NA

 # Shinto Stanly has been appointed as Additional Director- Independent Category of the Subsidiary Company effective from February 05, 2024.

6. ***Details of change in auditor for preceding three financial years and current financial year as of Cut Off Date**:*

Name of the Auditor	Address	Date of Appointment	Date of cessation, if applicable	Date of Resignation, if applicable
Mohandas & Associates, Chartered Accountant	3rd Floor, "Sree Residency", Press Club Road, Thrissur, Kerala-680001	September 30, 2020	-	May 9, 2023
Manikandan & Associates, Chartered Accountant	Krishna Arcade, Near Marathompilly Krishna Temple, KSRTC Road, Chalakudy, Thrissur, Kerala – 680307	May 12, 2023	-	September 28, 2024
Mohandas & Associates, Chartered Accountant	3rd Floor, "Sree Residency", Press Club Road, Thrissur, Kerala-680001	September 28, 2024	-	-

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

As on June 30, 2026, the Company had outstanding Total Borrowings of **₹1,03,97,984.42** thousand.

Sr. No.	Nature of Borrowings	Amount Outstanding (in ₹ thousands)	% of Total borrowings outstanding
1.	Secured borrowings	87,47,158.18	84.12%
2.	Unsecured borrowings	16,50,826.24	15.88%
Total Borrowings		**1,03,97,984.42**	**100.00%**

Set forth below, is a summary of the borrowings by the Company outstanding as on June 30, 2026, together with a brief description of certain significant terms of such financing arrangements.

A. Details of secured borrowings:

The Company's secured outstanding borrowings as on June 30, 2026, amounts to **₹87,47,158.18 thousand.** The details of the secured borrowings are set out below:

Term Loans from Banks/ Financial Institutions:

Sr. No.	Lender's Name	Type of Facility	Date of Sanction	Amount Sanctioned *(₹ in thousands)*	Amount Outstanding as on June 30, 2026 *(₹ in thousands)*	Repayment Date/ Schedule	Security	Credit Rating, if applicable	Asset Classification
1	State Bank of India	Term Loan	January 31, 2022 and March 24, 2022	2,50,000.00	30,369.33	Repayment is to be made in 59 equal monthly instalments of `42,00,000.00 each starting from February 2022 and a final instalment of `22,00,000.00 on January 2027.	**Primary Security:** Hypothecation of loan receivables of the company (Standard Assets as per IRACP norms of RBI) **Collateral Security:** Equitable mortgage overall part and parcel of land and commercial building bearing survey number: 299/6-4 and a lien over bank deposits of ` 5.00 crores	Acutie BBB- with Stable outlook	Standard

Sr. No.	Lender's Name	Type of Facility	Date of Sanction	Amount Sanctioned *(₹ in thousands)*	Amount Outstanding as on June 30, 2026 *(₹ in thousands)*	Repayment Date/ Schedule	Security	Credit Rating, if applicable	Asset Classification
2	Axis Bank LTD	Term Loan	July 28, 2021	9,024.00	132.30	Repayment is to be made in 60 equal monthly instalments of `1,79,752.00 each starting from 10-08-2021.	Vehicle – Toyota Vellfire	Acutie BBB- with Stable outlook	Standard
3	Axis Bank LTD	Term Loan	October 15, 2019	11,365.00	416.14	Repayment is to be made in 84 equal monthly instalments of `1,81,299.00 each starting from 10-11-2019.	Vehicle – BMW	NA	Standard
4	Axis Bank LTD	Term Loan	March 7, 2024	2,412.30	1,463.72	Repayment is to be made in 60 equal monthly instalments of `50,781.00 each starting from 01-04-2024.	Vehicle – Innova	NA	Standard

Sr. No.	**Lender's Name**	**Type of Facility**	**Date of Sanction**	**Amount Sanctioned *(₹ in thousands)***	**Amount Outstanding as on June 30, 2026 *(₹ in thousands)***	**Repayment Date/ Schedule**	**Security**	**Credit Rating, if applicable**	**Asset Classification**
5	Axis Bank LTD	Term Loan	March 13, 2024	2,412.30	1,458.62	Repayment is to be made in 60 equal monthly instalments of `50,781.00 each starting from 05-04-2024.	Vehicle – Innova	NA	Standard
6	Axis Bank LTD	Term Loan	March 22,2024	2,433.65	1,913.64	Repayment is to be made in 60 equal monthly instalments of `50,933.00 each starting from 05-04-2025.	Vehicle – Innova	NA	Standard
7	Shriram Finance	Term Loan	March 27, 2025	1,00,000.00	24,056.73	Repayment is to be made in 18 equal monthly instalments of ₹61 lakhs each for a period of 18 month	Primary Security: Hypothecation of loan receivables of the company (Standard Assets as per IRACP norms of RBI)	NA	Standard

Sr. No.	Lender's Name	Type of Facility	Date of Sanction	Amount Sanctioned *(₹ in thousands)*	Amount Outstanding as on June 30, 2026 *(₹ in thousands)*	Repayment Date/ Schedule	Security	Credit Rating, if applicable	Asset Classification
8	Kerala Financial Corporation	Term Loan	February 18,2025	5,00,000.00	3,82,392.74	Repayment is to be made in 59 equal monthly instalments of ₹84 lakhs and 60th instalment of ₹44 lakhs	First pari-passu charge along with existing lender on the hypothecation of present and future standard receivables and other current assets of the company. A minimum-security coverage of 1.25 times the loan sanctioned by the Corporation (minimum of Rs.6250 lakh) shall be ensured with the book debts and receivables of the secured (secured with tangible assets) standard category loans (excluding SMA-2, NPA & Fraud cases) provided by the borrower.	Acutie BBB- with Stable outlook	Standard
9	ICICI Bank	Term Loan	April 11, 2025	45,000.00	36,156.01	Repayment is to be made in 60 equal monthly instalments of `9,30,572.00 each starting from 05-05-2025.	Vehicle – Mercedes Benz Maybach S680	NA	Standard
10	HDFC Bank	Term Loan	May 17, 2025	1,076.99	953.64	Repayment is to be made in 84 equal monthly instalments of	Vehicle – Tata Tiago EV	NA	Standard

Sr. No.	Lender's Name	Type of Facility	Date of Sanction	Amount Sanctioned *(₹ in thousands)*	Amount Outstanding as on June 30, 2026 *(₹ in thousands)*	Repayment Date/ Schedule	Security	Credit Rating, if applicable	Asset Classification
						`17,658.00.00 each starting from 12-06-2025.			
11	HDFC Bank	Term Loan	May 17, 2025	1,076.99	953.64	Repayment is to be made in 84 equal monthly instalments of `17,658.00.00 each starting from 12-06-2025.	Vehicle – Tata Tiago EV	NA	Standard
12	HDFC Bank	Term Loan	May 17, 2025	1,076.99	953.64	Repayment is to be made in 84 equal monthly instalments of `17,658.00.00 each starting from 12-06-2025.	Vehicle – Tata Tiago EV	NA	Standard
13	HDFC Bank	Term Loan	May 17, 2025	1,076.99	953.64	Repayment is to be made in 84 equal monthly instalments of `17,658.00.00 each starting from 12-06-2025.	Vehicle – Tata Tiago EV	NA	Standard
14	HDFC Bank	Term Loan	May 17, 2025	1,076.99	953.64	Repayment is to be made in 84	Vehicle – Tata Tiago EV	NA	Standard

Sr. No.	Lender's Name	Type of Facility	Date of Sanction	Amount Sanctioned *(₹ in thousands)*	Amount Outstanding as on June 30, 2026 *(₹ in thousands)*	Repayment Date/ Schedule	Security	Credit Rating, if applicable	Asset Classification
						equal monthly instalments of `17,658.00.00 each starting from 12-06-2025.			
15	Indian Overseas Bank	Term Loan	September 06, 2025	5,00,000.00	4,16,666.67	Repayment is to be made in60 months with nil moratorium and loan will be repayable in 60 monthly instalments (59 instalment of Rs.83.34 Lakhs and 60th instalment of Rs.82.94 Lakhs).	primary security comprises exclusive hypothecation of standard receivables from the gold loan portfolio, with a mandatory Asset Coverage Ratio of at least 1.25x. Collateral security includes an equitable mortgage over 19.36 cents of immovable property in Irinjalakuda, Thrissur, and a pledged fixed deposit of ₹1.45 crore.	CRISILBBB- with Stable outlook	Standard
16	Anand Rathi Global Finance LTD	Term Loan	January 15, 2026	1,00,000.00	75,000.00	Repayment is to be made over a period of 12 months with nil moratorium. The loan shall be repayable in 4 equal quarterly instalments of ₹2.50 Crore	Primary security comprises a first pari passu charge by way of hypothecation over the standard receivables forming part of the gold loan portfolio, including present and future receivables, with a mandatory Asset	NA	Standard

Sr. No.	Lender's Name	Type of Facility	Date of Sanction	Amount Sanctioned *(₹ in thousands)*	Amount Outstanding as on June 30, 2026 *(₹ in thousands)*	Repayment Date/ Schedule	Security	Credit Rating, if applicable	Asset Classification
						each. Interest shall be serviced monthly at the end of each month.	Coverage Ratio of at least 1.10x of the outstanding principal amount. Additional security includes the personal guarantees of Mr. K. G. Anilkumar and Mrs. Umadevi Anilkumar, promoters of the Company.		
17	State Bank of India	Term Loan	January 30, 2026	12,50,000.00	3,50,000.00	Repayment is to be made over a period of 60 months with a moratorium of 3 months. The term loan of ₹125 Crore shall be repayable in 19 quarterly instalments, comprising 18 quarterly instalments and a final instalment of ₹8.00 Crore.	Primary security comprises a first charge by way of hypothecation over the unencumbered current assets of the Company and a second charge over assets already charged to other lenders. Additional security includes a lien over bank deposits of ₹5.00 crore as cash collateral, with a requirement to maintain minimum collateral coverage of 15% prior to disbursement of the fresh term loan of ₹125.00 crore. Collateral security further comprises an equitable mortgage over commercial properties situated at Irinjalakuda	Acutie BBB- with Stable outlook	Standard

Sr. No.	Lender's Name	Type of Facility	Date of Sanction	Amount Sanctioned *(₹ in thousands)*	Amount Outstanding as on June 30, 2026 *(₹ in thousands)*	Repayment Date/ Schedule	Security	Credit Rating, if applicable	Asset Classification
							and Thrissur, Kerala, together with the related commercial units and reserved car parking spaces.		
18	Shriram Finance	Term Loan	April 13, 2026	2,00,000.00	1,93,863.60	Repayment is to be made over a period of 24 months with no moratorium. The term loan of ₹20.00 Crore shall be repayable in 24 monthly instalments of approximately ₹95.69 lakhs each, commencing from 05 June 2026 and ending on 05 May 2028.	Hypothecation of the loan receivables/assets of the borrower company, comprising standard assets as per the Income Recognition, Asset Classification and Provisioning (IRACP) norms prescribed by the Reserve Bank of India, together with such other assets as may be specified in the loan documentation.	NA	Standard
	Total outstanding			**29,78,032.20**	**15,18,657.70**				

Penalty: The loan documentation executed with respect to the term loans mentioned above set out penalty provisions for compliance with the provisions of the loan documents. Such provisions include, but are not limited to:

(a) For the term loans availed from State Bank of India mentioned above the penalty provisions are detailed below:

a. Enhanced / penal rate of interest as applicable/decided by the bank from time to time will be charged for the period of delay in respect of, non-adherence to the sanction conditions, delayed/non-submission of financial data required for review/renewal of limits, delayed/non-submission of annual financial statements/FFR etc., non-renewal of insurance policy(ies), diversion of funds, and adverse deviation from stipulated level in respect of various parameters.

b. Enhanced rate will be charged on the excess drawings in case of any irregularity/breach is continuously / less than 60 days, and if it exceeds beyond 60 days, on the entire outstanding from the date of irregularity/breach. Enhanced interest will be compounded monthly.

c. The bank shall also be entitled to charge at its discretion, enhanced interest rates on the accounts either on the entire outstanding or on a portion thereof for any irregularity including non-observance or noncompliance of the terms and conditions of the advances for such period as the bank deems it necessary.

d. A penal interest at 1.00% on the entire outstanding for a minimum period of one year shall be recovered in the event of any one or more of the following defaults during the currency of the loan for the relevant period as mentioned there against:

i. Any adverse deviation by more than 20% from the levels stipulated as below in respect of any two of the following items for a minimum period of one year:

Current Ratio	- 1.33
Total Debt gearing i.e., TOL/TNW	- 3.40
Interest coverage ratio	- 2.00

ii. Default in payment of interest and / or instalment to the bank on due dates for a period of such default.

iii. Default in payment of interest or instalment to any other lender bank for the period of such default.

e. Each of the following events will attract penal interest at applicable rate as indicated in bracket, over and above the normal interest applicable in the account: (+ applicable taxes)

i. Irregularities in accounts at 5.00% p.a. on the irregular portion for the period of irregularity.

ii. Non-submission of stock statements, (delay beyond 10 days of the succeeding month to be considered as non-submission) (at 0.25% p.a.).

iii. Non-submission of renewal data 30 days before the due date for renewal of limits: Flat Rs. 5,000/- upto the due date of renewal & flat Rs. 10,000/ per month thereafter till the date of submission.

iv. Non-submission of audited balance sheet within 6 months of the closure of the financial year of the borrowing entity: Delay of more than one month: pricing to go up by 25 basis points till the audited balance sheet is submitted.

v. Non-compliance with covenants (at 1% p.a.).

vi. In case of borrower extending corporate guarantee to their associates without bank's approval (at 1% p.a. on the entire outstanding from the date of execution of guarantee till post facto approval, if any, by the sanctioning authority.

However the total penal interest charged on a borrower due to various non-compliances will not exceed 5.25% p.a.

f. Prepayment penalty of 2% to be levied on the amount prepaid in the event of foreclosure of credit facilities using funds from any source.

g. Diversion of funds: penal interest at 2% p.a. on the entire outstandings (over and above the aggregate penal interest of 5.25% p.a.) till such time the position is rectified.

h. Any act of the borrower in opening or continuing an account with other bank without bank's written permission will be treated as an act of willful default. Non-compliance of these instructions would attract levy of penal interest @ 1% p.a. on fund based limits, withdrawal of all concessions, if extended and a freeze on grant of any additional facilities.

Events of Default: The facility documents executed by the Company stipulates certain events as "*Events of Default*", pursuant to which the Company may be required to immediately repay the entire loan facility availed by it and be subject to additional penalties by the relevant lenders. Such events include, but are not limited to:

(a) For the term loans availed from State Bank of India mentioned above, the bank reserves absolute right to cancel the limits unconditionally without prior notice in the following cases:-

a. In case of limits/part of limits are not utilized by the unit, and/or
b. In case of deterioration in the loan accounts in any manner whatsoever.
c. In case of non-compliance of terms and conditions of sanction, and/or
d. For any other reason which the bank considers appropriate to cancel the facility.

(b) For the term loans availed from Shriram Finance Limited the following events and occurrence shall constitute an event of default:-

a. If any default have occurred in payment of interest and / or EMIs or any part thereof and/or in payment of any other amount due and payable to SFL in terms of any other agreement(s)/document(s)which may be executed between the borrowers and SFL hereafter;

b. If default shall have occurred In the performance of any other covenants, conditions or agreements on the part of the Borrowers under this Agreement or any other agreement(s) between the Borrower and an in respect of the said Term Loan;

c. If any information given by the Borrower to SFL in the Borrower's Proposals or otherwise is found to be misleading or incorrect in any material respect or any representation or warranty referred to in Article V is found to be incorrect;

d. If any property on which the security for the said Term Loan is created depreciates in value to such an extent that in the opinion of SYL further security should be given and such security is not given though demanded;

e. If the properties or any part thereof is let out, given on leave and license, sold, disposed off, charged, encumbered or otherwise alienated in any manner. whatsoever without prior written approval of SFL;

f. If an attachment or distraint is levied on the Property or any part thereof and / or proceedings are taken or commenced for recovery of any dues from the Borrowers against the Property;

g. If the Borrower fails to furnish any information or documents required by SFL.

h. If the Borrower fails to inform SFL of the occurrence of any Event of Default or any event which after the notice or lapse of time, or both, would become an Event of Default.

i. If a cheque in respect of any monthly payment is not paid on the date thereof or where any such cheque is renewed before the date of its payment; or if a cheque in respect of any payment including but not limited to EMI is dishonored;

j. If the Borrower fail to deliver postdated cheques in accordance with the terms of the said Term Loan or as and when demanded by SFL;

k. If any security for the said Term Loan becomes in fructuous or is challenged by the Borrower or any other person;

l. Where the Borrower or where the said Term Loan has been provided to more here the Borrower , any one of Borrowers is divorced or dies and the other surviving Borrower is incapable of securing the said Term Loan in the sole opinion of SFL;

m. If the Borrower fails to furnish to SFL detailed end use statement of the said Term Loan as and when so required by SFL within 10 (ten) days of receiving such request from SFL;

n. There is any change in the Constitution, Management or existing Ownership or control of share capital of the Borrowers (in case the Borrower is a Company or Firm);

o. Where the Borrower are an individual, if the Borrower commits an act of insolvency or makes an application for declaring himself an insolvent or an order is passed against the Borrower declaring him an insolvent / Where the Borrower is a Partnership Firm, if the Borrowers, it is dissolved or a notice of dissolution is given to it or any of its partners or if the Borrower or any of its partners commits an act of insolvency or makes an application for being declared insolvent or an order is passed declaring it or them or any of them an insolvent / Where the Borrower is a Company, If the Borrower is unable to pay its debts within the meaning of Sec. 434 of the Companies Act, 1956 or a resolution for winding-up of the Borrower is passed or any petition for its winding-up filed or any order for winding-up is made against the Borrowers or if a liquidator is appointed in respect of any property or estate of the Borrowers.

p. If any permission, authorization, issued by the competent authority(ies) with respect to construction and / or legality of the Property is withdrawn or cancelled or withheld for any reason whatsoever.

q. If the Borrowers make any default under any credit facility agreement or arrangement entered into by the Borrower with any other Bank / Financial Institution / Non - Banking Financial Company and / or other Creditors / Banks.

r. if the Borrower fails to sign and deliver to SFL the balance confirmation of the loan as and when so required by SFL in the absence of any manifest error in calculation of such statement pointed out by the Borrower within 10 working days after receiving the balance confirmation statement from SFL.

(c) For the term loans availed from kerala financial corporation the following events and occurrence shall constitute an event of default:

(a) The said principal sum to be lent and advanced by the Corporation to the Borrower Company shall be utilized only for the purposes allowed by the Corporation as hereinbefore expressed and for no other purpose whatsoever PROVIDED ALWAYS and it is hereby agreed and declared that it shall be lawful for the Corporation to deduct from any amounts of money to be lent and advanced by it as hereinbefore expressed any arrears of interest or repayment instalment or other money due to it under these presents PROVIDED FURTHERTHAT nothing herein contained shall be deemed to affect or prejudice the rights and powers of the Corporation under these presents, including its right to call for the whole of the loan in default of payment of any repayment instalment or breach of any other terms of these presents.

(b) Over and above other provisions herein contained and without prejudice thereto in the event of the Borrower Company making any default in the repayment of the loan or failing to comply with any of the terms and provisions of these presents the Corporation shall have the right vested in it under Section 29 of the State Financial Corporations Act, 1951 to take over the management of the whole concern and business of the Borrower Company as well as the right to sell and realize all the securities and assets hypothecated to the Corporation and to realize the receivables and the Borrower Company shall in such event forthwith on demand by the Corporation handover charge and management of the whole of its business and undertaking to the Corporation in exercise of any of the powers of sale and realisation under the foregoing provisions, shall vest in the transferee as if the sale had been made by the Borrower Company itself AND further that the Corporation shall have the same rights and powers in respect of the goods manufactured or produced wholly or partly from goods forming part of the security created as the Corporation has with respect to the original goods and lastly that if and when the Corporation shall take over the management of the business and undertaking of the Borrower Company under the foregoing provisions, the Corporation shall be deemed to be the owner of the assets and concern of the Borrower Company for purposes, of all suits by or against the Borrower Company and shall sue and be sued in the name of the Borrower Company

(c) The Corporation may at any time during the continuance of these presents by notice require the Borrower Company to discharge forth with in full its liabilities to the Corporation: If it appears to the Board of Directors of the Corporation that false/ misleading/ incorrect information in any material particular was given in the application made by the Borrower Company to the Corporation for the loan; or If the Borrower Company has failed to comply with any of the terms of its contract with the Corporation in the matter of the said loan whether incorporated in these presents or not; or If there isa reasonable apprehension that the Borrower Company is unable to pay its debts or that proceedings for taking it into liquidation may be commenced; or If the security properties depreciate in valuation in the opinion of the Board of Directors of the Corporation and further security to the satisfaction of the Board is not given; or If for any reason it is necessary in the opinion of the Board of Directors of the Corporation to protect the interests of the Corporation

(d) For the term loans availed from Indian Overseas Bank, the following events and occurrence shall constitute an event of default:

a) In terms of directives in force now or as may be modified from time to time, default in repayment of instalments and/or servicing of interest for a notified period (presently 90 days) automatically results in categorization of all borrowal accounts as Non-Performing Asset (NPA). Such categorization renders the borrower ineligible from seeking (i) Additional/Ad-hoc credit facilities (Fund Based and/or Non-fund based), (ii) Waiver of overdue interest and (iii) Soft recovery measures.

b) Bank is under no obligation to consider the request of the borrower, if any, for additional Credit facility(ies) without a comprehensive review of the existing credit limits, operations in the accounts and past performance in meeting commitments such as servicing of interest charged to the Loan account(s). repayment of Loan instalments, prompt submission of stock-statements, upkeepof records and books of accounts, upkeep of machinery financed, honouring commitments under LC/LG promptly etc., as applicable to the purpose for which credit facility has been extended.

c) In the event of the borrowal account being overdrawn without prior agreement or exceeding the agreed borrowing limit or in the event of delay / non-submission of stock statement, the bank shall levy penal charges at the rates as specified from time to time.

d) If audited financials and certified stock statement as on 31st March of every year are not submitted before 31st October, penal charges at the rates specified, shall be levied from 1st November till the date of submission.

e) In case devolvement of LCs has taken place consecutively for 2 times, all concessions allowed shall be withdrawn and applicable charges as per the rating and circulars in force shall be charged for the LC limit.

(e) For the term loans availed from Anand Rathi Global Finance Limited, the following events and occurrence shall constitute an event of default:

a) Failure to pay principal or interest on time shall constitute an Event of Default.

b) Breach of loan terms, misrepresentation, insolvency, or material litigation affecting the Borrower's business or repayment capacity shall constitute an Event of Default.

c) Cancellation of RBI licence, revocation of approvals, cross-default under other borrowings, or any material adverse change in business shall constitute an Event of Default.

d) Cessation of operations, prolonged strikes or lockouts, or attachment of assets impairing repayment capacity shall constitute an Event of Default.

e) Inclusion of directors or key management personnel in the list of wilful defaulters, or any other material breach continuing beyond the cure period, shall constitute an Event of Default. The Borrower shall promptly inform the lender of any such default and the corrective measures being undertaken.

Rescheduling:

Nil

Cash Credit / Overdraft against Fixed Deposit ("ODFD") facility availed by the Company:

Sr. No.	Lender's Name	Type of Facility	Date of Sanction/ Renewal	Amount Sanctioned *(₹ in thousands)*	Amount Outstanding as on June 30, 2026 *(₹ in thousands)*	Repayment Date / Schedule	Security	Credit Rating, if applicable	Asset Classification
1.	State Bank of India	Cash Credit	May 25, 2023	50,000.00	42,320.38	Repayable on demand.	**Primary Security:** Hypothecation of loan receivables of the company (Standard Assets as per IRACP norms of RBI) **Collateral Security:** Equitable mortgage overall part and parcel of land and commercial building bearing survey number: 299/6-4, commercial area with super built up area of 2529 sq. ft. in the first floor bearing Thrissur Corporation No. 19/10/50 & 19/10/54, 2 Nos of reserved commercial car parking in the basement floor along with 20906/902582 share in 62718/902582 undivided share in the piece and parcel of land having survey number 2021/3 and a lien over bank deposits of ` 5.00 crores	Acutie BBB- with Stable outlook	Standard
2.	Axis Bank LTD	Loan Against FD	July 10, 2024	89,000.00	88,790.57	Repayable on demand	FD of 110% of the limit outstanding/drawn	NA	Standard
3.	HDFC Bank	Loan Against FD	December 23, 2025	1,14,000.00	1,13,636.55	Repayable on demand	FD of 105% of the limit outstanding/drawn	NA	Standard
4.	South Indian	Loan	October 29,	27,000.00	26,725.14	Repayable on	FD of 110% of the limit	NA	Standard

Sr. No.	Lender's Name	Type of Facility	Date of Sanction/ Renewal	Amount Sanctioned *(₹ in thousands)*	Amount Outstanding as on June 30, 2026 *(₹ in thousands)*	Repayment Date / Schedule	Security	Credit Rating, if applicable	Asset Classification
	Bank Limited	Against FD	2025			demand	outstanding/drawn		
5.	South Indian Bank Limited	Loan Against FD	May 05, 2025	86,000.00	85,468.84	Repayable on demand	FD of 110% of the limit outstanding/drawn	NA	Standard
	Total Outstanding			**3,66,000.00**	**3,56,941.48**				

(a) For Cash Credit received from SBI

Penalty: The loan documentation executed with respect to the cash credit facility mentioned above does not include penalty provisions for compliance with the provisions of the loan documents.

Rescheduling:
Nil

Events of Default: The facility documents executed by the Company stipulates certain events as "*Events of Default*", pursuant to which the Company may be required to immediately repay the entire loan facility availed by it and be subject to additional penalties by the relevant lenders. Such events include, but are not limited to:

(a) Any adverse deviation by more than 10% from the levels stipulated (for F.Y 2022-23) as below in respect of any two of the following items for a minimum period of one year:
   1. Current Ratio - 1.33
   2. Total Debt gearing i.e., TOL/TNW - 3.40
   3. Interest covering ratio - 2.00

(b) Default in payment of interest and / or instalment to the Bank on due dates for the period of such default.

(c) Default in payment of interest or instalment to any other lender bank for the period of such default.

(b)Overdraft against FD from axis bank

Penalty:

In the event of non-payment of overdraft / interest, penal interest at 2% p.a. above applicable interest rate on the amount of overdue amount will be charged.

(c)Overdraft against FD from SIB
Penalty:
Financial Default (Applicable for all credit. facilities, irrespective of category)

(a) 6% p.a. on the defaulted amount for the defaulted period.

a. SCF 4% p.a. on the defaulted amount for the defaulted period during grace period & 6% thereafter.
b. SIB Builder plus- 6% p.a. on the defaulted amount for the defaulted period
c. Non-Payment of claim period commission for bank guarantees within 15 days of BG expiry Prevailing 1 Year MCLR + 2% p.a

Non-financial Default

4% p.a. on outstanding balance in the account for the defaulted period with a cap of 4%.

Working Capital Demand Loans availed by the Company:

The Company has not availed any working capital demand loans as on., June 30,2026.

External Commercial Borrowings:

The Company has not availed any facilities by way of external commercial borrowings as on., June 30, 2026.

Secured Redeemable Non-Convertible Debentures:

i. Private Placement of secured redeemable non-convertible debentures as on June 30, 2026

The Company has issued on private placement basis, secured, redeemable, non-convertible debentures under various series of which **₹8,42,565.00 thousand** is outstanding as on June 30, 2026, the details of which are set forth below:

Sr. No.	Debenture Name / Series	ISIN	Amount Outstanding as on June 30, 2026 (₹ in thousands)	Date of Allotment	Final Maturity Date	Coupon (p.a.) in %	Tenure /Period	Security	Credit Rating and Outlook
1	65 – Month 13.66	INE01CY07MO6	12,778.00	February 09, 2021	July 09, 2026	13.66	65 – Month	Charge against receivables and current assets	NA

Sr. No.	Debenture Name / Series	ISIN	Amount Outstanding as on June 30, 2026 (₹ in thousands)	Date of Allotment	Final Maturity Date	Coupon (p.a.) in %	Tenure /Period	Security	Credit Rating and Outlook
2	65 – Month 13.66	INE01CY07NB1	6,025.00	February 23, 2021	July 23, 2026	13.66	65 – Month	Charge against receivables and current assets	NA
3	65 – Month 13.66	INE01CY07NN6	5,406.00	March 09, 2021	August 09, 2026	13.66	65 – Month	Charge against receivables and current assets	NA
4	65 – Month 13.66	INE01CY07OA1	9,814.00	March 25, 2021	August 25, 2026	13.66	65 – Month	Charge against receivables and current assets	NA
5	65 – Month 13.66	INE01CY07ON4	1,400.00	March 30, 2021	August 30, 2026	13.66	65 – Month	Charge against receivables and current assets	NA
6	65 – Month 13.66	INE01CY07OZ8	2,770.00	April 13, 2021	September 13, 2026	13.66	65 – Month	Charge against receivables and current assets	NA
7	65 – Month 13.66	INE01CY07PM3	2,030.00	April 23, 2021	September 23, 2026	13.66	65 – Month	Charge against receivables and current assets	NA

Sr. No.	Debenture Name / Series	ISIN	Amount Outstanding as on June 30, 2026 (₹ in thousands)	Date of Allotment	Final Maturity Date	Coupon (p.a.) in %	Tenure /Period	Security	Credit Rating and Outlook
8	65 – Month 13.66	INE01CY07PX0	800.00	May 08, 2021	October 08, 2026	13.66	65 – Month	Charge against receivables and current assets	NA
9	65 – Month 13.66	INE01CY07QK5	5,560.00	June 02, 2021	November 02, 2026	13.66	65 – Month	Charge against receivables and current assets	NA
10	65 – Month 13.66	INE01CY07QX8	2,425.00	June 18, 2021	November 18, 2026	13.66	65 – Month	Charge against receivables and current assets	NA
11	65 – Month 13.66	INE01CY07RW8	5,691.00	July 09, 2021	December 09, 2026	13.66	65 – Month	Charge against receivables and current assets	NA
12	65 – Month 13.66	INE01CY07SJ3	4,930.00	July 23, 2021	December 23, 2026	13.66	65 – Month	Charge against receivables and current assets	NA
13	65 – Month 13.66	INE01CY07SV8	7,750.00	August 06, 2021	January 06, 2027	13.66	65 – Month	Charge against receivables and current assets	NA

Sr. No.	Debenture Name / Series	ISIN	Amount Outstanding as on June 30, 2026 (₹ in thousands)	Date of Allotment	Final Maturity Date	Coupon (p.a.) in %	Tenure /Period	Security	Credit Rating and Outlook
14	65 – Month 13.66	INE01CY07RJ5	7,025.00	August 26, 2021	January 26, 2027	13.66	65 – Month	Charge against receivables and current assets	NA
15	65 – Month 13.66	INE01CY07TI3	7,385.00	September 08, 2021	February 08, 2027	13.66	65 – Month	Charge against receivables and current assets	NA
16	65 – Month 13.66	INE01CY07TV6	4,050.00	September 23, 2021	February 23, 2027	13.66	65 – Month	Charge against receivables and current assets	NA
17	65 – Month 13.66	INE01CY07UI1	5,180.00	October 08, 2021	March 08, 2027	13.66	65 – Month	Charge against receivables and current assets	NA
18	65 – Month 13.66	INE01CY07UV4	11,595.00	October 27, 2021	March 27, 2027	13.66	65 – Month	Charge against receivables and current assets	NA
19	65 – Month 13.66	INE01CY07VH1	3,510.00	November 13, 2021	April 13, 2027	13.66	65 – Month	Charge against receivables and current assets	NA

Sr. No.	Debenture Name / Series	ISIN	Amount Outstanding as on June 30, 2026 (₹ in thousands)	Date of Allotment	Final Maturity Date	Coupon (p.a.) in %	Tenure /Period	Security	Credit Rating and Outlook
20	65 – Month 13.66	INE01CY07WH9	15,095.00	December 03, 2021	May 03, 2027	13.66	65 – Month	Charge against receivables and current assets	NA
21	65 – Month 13.66	INE01CY07VU4	3,850.00	December 30, 2021	May 30, 2027	13.66	65 – Month	Charge against receivables and current assets	NA
22	65 – Month 13.66	INE01CY07WT4	4,925.00	January 28, 2022	June 28, 2027	13.66	65 – Month	Charge against receivables and current assets	NA
23	65 – Month 13.66	INE01CY07XG9	7,550.00	February 17, 2022	July 17, 2027	13.66	65 – Month	Charge against receivables and current assets	NA
24	65 – Month 13.66	INE01CY07XT2	15,470.00	March 07, 2022	August 07, 2027	13.66	65 – Month	Charge against receivables and current assets	NA
25	65 – Month 13.66	INE01CY07YG7	6,185.00	March 21, 2022	August 21, 2027	13.66	65 – Month	Charge against receivables and current assets	NA

Sr. No.	Debenture Name / Series	ISIN	Amount Outstanding as on June 30, 2026 (₹ in thousands)	Date of Allotment	Final Maturity Date	Coupon (p.a.) in %	Tenure /Period	Security	Credit Rating and Outlook
26	65 – Month 13.66	INE01CY07ZF6	6,970.00	April 12, 2022	September 12, 2027	13.66	65 – Month	Charge against receivables and current assets	NA
27	65 – Month 13.66	INE01CY07ZR1	3,160.00	April 19, 2022	September 19, 2027	13.66	65 – Month	Charge against receivables and current assets	NA
28	68 – Month 13.01	INE01CY07A37	4,097.00	May 06, 2022	January 06, 2028	13.01	68 – Month	Charge against receivables and current assets	NA
29	68 – Month 13.01	INE01CY07C68	7,245.00	May 23, 2022	January 23, 2028	13.01	68 – Month	Charge against receivables and current assets	NA
30	68 – Month 13.01	INE01CY07B51	4,850.00	June 07, 2022	February 07, 2028	13.01	68 – Month	Charge against receivables and current assets	NA
31	68 – Month 13.01	INE01CY07E17	2,750.00	June 20, 2022	February 20, 2028	13.01	68 – Month	Charge against receivables and current assets	NA

Sr. No.	Debenture Name / Series	ISIN	Amount Outstanding as on June 30, 2026 (₹ in thousands)	Date of Allotment	Final Maturity Date	Coupon (p.a.) in %	Tenure /Period	Security	Credit Rating and Outlook
32	68 – Month 13.01	INE01CY07F40	9,430.00	July 11, 2022	March 11, 2028	13.01	68 – Month	Charge against receivables and current assets	NA
33	68 – Month 13.01	INE01CY07F65	4,425.00	August 02, 2022	April 02, 2028	13.01	68 – Month	Charge against receivables and current assets	NA
34	68 – Month 13.01	INE01CY07I13	13,855.00	August 23, 2022	April 23, 2028	13.01	68 – Month	Charge against receivables and current assets	NA
35	68 – Month 13.01	INE01CY07J46	3,250.00	September 03, 2022	May 03, 2028	13.01	68 – Month	Charge against receivables and current assets	NA
36	68 – Month 13.01	INE01CY07J53	13,160.00	September 26, 2022	May 26, 2028	13.01	68 – Month	Charge against receivables and current assets	NA
37	68 – Month 13.01	INE01CY07K68	5,445.00	October 15, 2022	June 15, 2028	13.01	68 – Month	Charge against receivables and current assets	NA

Sr. No.	Debenture Name / Series	ISIN	Amount Outstanding as on June 30, 2026 (₹ in thousands)	Date of Allotment	Final Maturity Date	Coupon (p.a.) in %	Tenure /Period	Security	Credit Rating and Outlook
38	68 – Month 13.01	INE01CY07L83	5,130.00	October 31, 2022	June 30, 2028	13.01	68 – Month	Charge against receivables and current assets	NA
39	68 – Month 13.01	INE01CY07N99	10,999.00	November 15, 2022	July 15, 2028	13.01	68 – Month	Charge against receivables and current assets	NA
40	68 – Month 13.01	INE01CY07O64	9,920.00	December 02, 2022	August 02, 2028	13.01	68 – Month	Charge against receivables and current assets	IVR BB/ Negative; Issuer Not Co-Operating
41	68 – Month 13.01	INE01CY07Q70	4,838.00	December 17, 2022	August 17, 2028	13.01	68 – Month	Charge against receivables and current assets	IVR BB/ Negative; Issuer Not Co-Operating
42	68 – Month 13.01	INE01CY07Q88	5,665.00	December 31, 2022	August 31, 2028	13.01	68 – Month	Charge against receivables and current assets	IVR BB/ Negative; Issuer Not Co-Operating
43	68 – Month 13.01	INE01CY07U82	6,155.00	January 20, 2023	September 20, 2028	13.01	68 – Month	Charge against receivables and current assets	IVR BB/ Negative; Issuer Not Co-Operating

Sr. No.	Debenture Name / Series	ISIN	Amount Outstanding as on June 30, 2026 (₹ in thousands)	Date of Allotment	Final Maturity Date	Coupon (p.a.) in %	Tenure /Period	Security	Credit Rating and Outlook
44	68 – Month 13.01	INE01CY07U25	4,930.00	February 07, 2023	October 07, 2028	13.01	68 – Month	Charge against receivables and current assets	IVR BB/ Negative; Issuer Not Co-Operating
45	68 – Month 13.01	INE01CY07W23	4,849.00	February 23, 2023	October 23, 2028	13.01	68 – Month	Charge against receivables and current assets	IVR BB/ Negative; Issuer Not Co-Operating
46	68 – Month 13.01	INE01CY07X89	9,270.00	March 14, 2023	November 14, 2028	13.01	68 – Month	Charge against receivables and current assets	IVR BB/ Negative; Issuer Not Co-Operating
47	68 – Month 13.01	INE01CY07Y70	6,400.00	March 29, 2023	November 29, 2028	13.01	68 – Month	Charge against receivables and current assets	IVR BB/ Negative; Issuer Not Co-Operating
48	68 – Month 13.01	INE01CY070A4	2,375.00	March 31, 2023	November 30, 2028	13.01	68 – Month	Charge against receivables and current assets	IVR BB/ Negative; Issuer Not Co-Operating
49	68 – Month 13.01	INE01CY070C0	9,780.00	April 13, 2023	December 13, 2028	13.01	68 – Month	Charge against receivables and current assets	IVR BB/ Negative; Issuer Not Co-Operating

Sr. No.	**Debenture Name / Series**	**ISIN**	**Amount Outstanding as on June 30, 2026 (₹ in thousands)**	**Date of Allotment**	**Final Maturity Date**	**Coupon (p.a.) in %**	**Tenure /Period**	**Security**	**Credit Rating and Outlook**
50	68 – Month 13.01	INE01CY070Y4	2,400.00	April 27, 2023	December 27, 2028	13.01	68 – Month	Charge against receivables and current assets	IVR BB/ Negative; Issuer Not Co-Operating
51	68 – Month 13.01	INE01CY071C8	8,170.00	May 12, 2023	January 12, 2029	13.01	68 – Month	Charge against receivables and current assets	NA
52	68 – Month 13.01	INE01CY071W6	1,056.00	May 19, 2023	January 19, 2029	13.01	68 – Month	Charge against receivables and current assets	NA
53	68 – Month 13.01	INE01CY072G7	5,585.00	June 01, 2023	February 01, 2029	13.01	68 – Month	Charge against receivables and current assets	NA
54	68 – Month 13.01	INE01CY072R4	4,506.00	June 14, 2023	February 14, 2029	13.01	68 – Month	Charge against receivables and current assets	NA
55	36 – Month 12.75	INE01CY073C4	1,325.00	July 01, 2023	July 01, 2026	12.75	36 – Month	Charge against receivables and current assets	NA

Sr. No.	Debenture Name / Series	ISIN	Amount Outstanding as on June 30, 2026 (₹ in thousands)	Date of Allotment	Final Maturity Date	Coupon (p.a.) in %	Tenure /Period	Security	Credit Rating and Outlook
56	68 – Month 13.01	INE01CY073G5	7,040.00	July 01, 2023	March 01, 2029	13.01	68 – Month	Charge against receivables and current assets	NA
57	36 – Month 11.75	INE01CY073L5	6,200.00	July 01, 2023	July 01, 2026	11.75	36 – Month	Charge against receivables and current assets	NA
58	36 – Month 12.25	INE01CY073N1	11,250.00	July 01, 2023	July 01, 2026	12.25	36 – Month	Charge against receivables and current assets	NA
59	36 – Month 12.25	INE01CY073O9	500.00	July 01, 2023	July 01, 2026	12.25	36 – Month	Charge against receivables and current assets	NA
60	36 – Month 11.75	INE01CY073X0	6,785.00	July 14, 2023	July 14, 2026	11.75	36 – Month	Charge against receivables and current assets	NA
61	36 – Month 12.25	INE01CY073Y8	14,525.00	July 14, 2023	July 14, 2026	12.25	36 – Month	Charge against receivables and current assets	NA

Sr. No.	Debenture Name / Series	ISIN	Amount Outstanding as on June 30, 2026 (₹ in thousands)	Date of Allotment	Final Maturity Date	Coupon (p.a.) in %	Tenure /Period	Security	Credit Rating and Outlook
62	36 – Month 12.75	INE01CY073Z5	300.00	July 14, 2023	July 14, 2026	12.75	36 – Month	Charge against receivables and current assets	NA
63	36 – Month 12.25	INE01CY074A6	600.00	July 14, 2023	July 14, 2026	12.25	36 – Month	Charge against receivables and current assets	NA
64	68 – Month 13.01	INE01CY074B4	7,090.00	July 14, 2023	March 14, 2029	13.01	68 – Month	Charge against receivables and current assets	NA
65	36 – Month 12.25	INE01CY074C2	860.00	July 28, 2023	July 28, 2026	12.25	36 – Month	Charge against receivables and current assets	NA
66	36 – Month 12.75	INE01CY074D0	2,375.00	July 28, 2023	July 28, 2026	12.75	36 – Month	Charge against receivables and current assets	NA
67	36 – Month 12.25	INE01CY074E8	15,230.00	July 28, 2023	July 28, 2026	12.25	36 – Month	Charge against receivables and current assets	NA

Sr. No.	Debenture Name / Series	ISIN	Amount Outstanding as on June 30, 2026 (₹ in thousands)	Date of Allotment	Final Maturity Date	Coupon (p.a.) in %	Tenure /Period	Security	Credit Rating and Outlook
68	36 – Month 11.75	INE01CY074F5	4,600.00	July 28, 2023	July 28, 2026	11.75	36 – Month	Charge against receivables and current assets	NA
69	68 – Month 13.01	INE01CY074I9	5,895.00	July 28, 2023	March 28, 2029	13.01	68 – Month	Charge against receivables and current assets	NA
70	68 – Month 13.01	INE01CY074S8	6,210.00	August 10, 2023	April 10, 2029	13.01	68 – Month	Charge against receivables and current assets	NA
71	36 – Month 12.25	INE01CY074U4	2,500.00	August 10, 2023	August 10, 2026	12.25	36 – Month	Charge against receivables and current assets	NA
72	36 – Month 12.25	INE01CY074V2	4,392.00	August 10, 2023	August 10, 2026	12.25	36 – Month	Charge against receivables and current assets	NA
73	36 – Month 11.75	INE01CY074W0	3,570.00	August 10, 2023	August 10, 2026	11.75	36 – Month	Charge against receivables and current assets	NA

Sr. No.	Debenture Name / Series	ISIN	Amount Outstanding as on June 30, 2026 (₹ in thousands)	Date of Allotment	Final Maturity Date	Coupon (p.a.) in %	Tenure /Period	Security	Credit Rating and Outlook
74	36 – Month 12.75	INE01CY075B1	700.00	August 10, 2023	August 10, 2026	12.75	36 – Month	Charge against receivables and current assets	NA
75	36 – Month 11.75	INE01CY075H8	3,370.00	August 24, 2023	August 24, 2026	11.75	36 – Month	Charge against receivables and current assets	NA
76	36 – Month 12.25	INE01CY075I6	5,500.00	August 24, 2023	August 24, 2026	12.25	36 – Month	Charge against receivables and current assets	NA
77	36 – Month 12.25	INE01CY075J4	150.00	August 24, 2023	August 24, 2026	12.25	36 – Month	Charge against receivables and current assets	NA
78	36 – Month 12.75	INE01CY075K2	6,200.00	August 24, 2023	August 24, 2026	12.75	36 – Month	Charge against receivables and current assets	NA
79	68 – Month 13.01	INE01CY075L0	11,250.00	August 24, 2023	April 24, 2029	13.01	68 – Month	Charge against receivables and current assets	NA

Sr. No.	Debenture Name / Series	ISIN	Amount Outstanding as on June 30, 2026 (₹ in thousands)	Date of Allotment	Final Maturity Date	Coupon (p.a.) in %	Tenure /Period	Security	Credit Rating and Outlook
80	68 – Month 13.01	INE01CY075P1	10,089.00	September 08, 2023	May 08, 2029	13.01	68 – Month	Charge against receivables and current assets	NA
81	36 – Month 12.25	INE01CY075R7	800.00	September 08, 2023	September 08, 2026	12.25	36 – Month	Charge against receivables and current assets	NA
82	36 – Month 12.75	INE01CY075S5	2,150.00	September 08, 2023	September 08, 2026	12.75	36 – Month	Charge against receivables and current assets	NA
83	36 – Month 12.25	INE01CY075T3	11,230.00	September 08, 2023	September 08, 2026	12.25	36 – Month	Charge against receivables and current assets	NA
84	36 – Month 11.75	INE01CY076A1	7,535.00	September 08, 2023	September 08, 2026	11.75	36 – Month	Charge against receivables and current assets	NA
85	36 – Month 12.25	INE01CY076C7	11,360.00	September 20, 2023	September 20, 2026	12.25	36 – Month	Charge against receivables and current assets	NA

Sr. No.	Debenture Name / Series	ISIN	Amount Outstanding as on June 30, 2026 (₹ in thousands)	Date of Allotment	Final Maturity Date	Coupon (p.a.) in %	Tenure /Period	Security	Credit Rating and Outlook
86	68 – Month 13.01	INE01CY076D5	2,670.00	September 20, 2023	May 20, 2029	13.01	68 – Month	Charge against receivables and current assets	NA
87	36 – Month 12.75	INE01CY076E3	1,425.00	September 20, 2023	September 20, 2026	12.75	36 – Month	Charge against receivables and current assets	NA
88	36 – Month 11.75	INE01CY076L8	4,225.00	September 20, 2023	September 20, 2026	11.75	36 – Month	Charge against receivables and current assets	NA
89	36 – Month 11.75	INE01CY076R5	150.00	September 28, 2023	September 28, 2026	11.75	36 – Month	Charge against receivables and current assets	NA
90	36 – Month 12.25	INE01CY076Q7	450.00	September 28, 2023	September 28, 2026	12.25	36 – Month	Charge against receivables and current assets	NA
91	36 – Month 12.75	INE01CY076S3	1,000.00	September 28, 2023	September 28, 2026	12.75	36 – Month	Charge against receivables and current assets	NA

Sr. No.	**Debenture Name / Series**	**ISIN**	**Amount Outstanding as on June 30, 2026 (₹ in thousands)**	**Date of Allotment**	**Final Maturity Date**	**Coupon (p.a.) in %**	**Tenure /Period**	**Security**	**Credit Rating and Outlook**
92	68 – Month 13.01	INE01CY076P9	1,600.00	September 28, 2023	May 28, 2029	13.01	68 – Month	Charge against receivables and current assets	NA
93	36 -Months 12	INE01CY077W3	30,000.00	May 31, 2024	May 31, 2027	12	36 -Months	Charge against receivables and current assets	ACUITE BBB-STABLE
94	68 -Months	INE01CY077X1	6,400.00	May 31, 2024	January 31, 2030	NA	68 -Months	Charge against receivables and current assets	ACUITE BBB-STABLE
95	36 -Months 12.5	INE01CY077Y9	6,300.00	May 31, 2024	May 31, 2027	12.5	36 -Months	Charge against receivables and current assets	ACUITE BBB-STABLE
96	68 -Months	INE01CY078A7	5,400.00	June 25, 2024	February 25, 2030	NA	68 -Months	Charge against receivables and current assets	ACUITE BBB-STABLE
97	36 -Months 12	INE01CY078B5	15,600.00	June 25, 2024	June 25, 2027	12	36 -Months	Charge against receivables and current assets	ACUITE BBB-STABLE

Sr. No.	Debenture Name / Series	ISIN	Amount Outstanding as on June 30, 2026 (₹ in thousands)	Date of Allotment	Final Maturity Date	Coupon (p.a.) in %	Tenure /Period	Security	Credit Rating and Outlook
98	36 -Months 12.5	INE01CY078C3	9,000.00	June 25, 2024	June 25, 2027	12.5	36 -Months	Charge against receivables and current assets	ACUITE BBB- STABLE
99	68 -Months	INE01CY078D1	7,000.00	July 23, 2024	March 23, 2030	NA	68 -Months	Charge against receivables and current assets	ACUITE BBB- STABLE
100	36 -Months 12.5	INE01CY078E9	5,500.00	July 23, 2024	July 23, 2027	12.5	36 -Months	Charge against receivables and current assets	ACUITE BBB- STABLE
101	36 -Months 12	INE01CY078F6	18,200.00	July 23, 2024	July 23, 2027	12	36 -Months	Charge against receivables and current assets	ACUITE BBB- STABLE
102	36 -Months 12	INE01CY078I0	18,300.00	August 19, 2024	August 19, 2027	12	36 -Months	Charge against receivables and current assets	ACUITE BBB- STABLE
103	36 -Months 12.5	INE01CY078H2	1,200.00	August 19, 2024	August 19, 2027	12.5	36 -Months	Charge against receivables and current assets	ACUITE BBB- STABLE

Sr. No.	Debenture Name / Series	ISIN	Amount Outstanding as on June 30, 2026 (₹ in thousands)	Date of Allotment	Final Maturity Date	Coupon (p.a.) in %	Tenure /Period	Security	Credit Rating and Outlook
104	68 -Months	INE01CY078G4	5,000.00	August 19, 2024	April 19, 2030	NA	68 -Months	Charge against receivables and current assets	ACUITE BBB-STABLE
105	68 -Months	INE01CY078K6	3,800.00	October 04, 2024	June 04, 2030	NA	68 -Months	Charge against receivables and current assets	ACUITE BBB-STABLE
106	48 -Months 12.25	INE01CY078L4	18,700.00	October 04, 2024	October 04, 2028	12.25	48 -Months	Charge against receivables and current assets	ACUITE BBB-STABLE
107	48 -Months 12.75	INE01CY078M2	5,900.00	October 04, 2024	October 04, 2028	12.75	48 -Months	Charge against receivables and current assets	ACUITE BBB-STABLE
108	48 -Months 12.25	INE01CY079H0	21,400.00	March 05, 2025	March 05, 2029	12.25	48 -Months	Charge against receivables and current assets	ACUITE BBB-STABLE
109	68 -Months	INE01CY079G2	7,300.00	March 05, 2025	November 05, 2030	NA	68 -Months	Charge against receivables and current assets	ACUITE BBB-STABLE

Sr. No.	**Debenture Name / Series**	**ISIN**	**Amount Outstanding as on June 30, 2026 (₹ in thousands)**	**Date of Allotment**	**Final Maturity Date**	**Coupon (p.a.) in %**	**Tenure /Period**	**Security**	**Credit Rating and Outlook**
110	48 -Months 12.75	INE01CY079I8	5,100.00	March 05, 2025	March 05, 2029	12.75	48 -Months	Charge against receivables and current assets	ACUITE BBB-STABLE
111	68 -Months	INE01CY079J6	400.00	March 27, 2025	November 27, 2030	NA	68 -Months	Charge against receivables and current assets	ACUITE BBB-STABLE
112	48 -Months 12.25	INE01CY079L2	10,000.00	March 27, 2025	March 27, 2029	12.25	48 -Months	Charge against receivables and current assets	ACUITE BBB-STABLE
113	48 -Months 12.75	INE01CY079M0	1,800.00	March 27, 2025	March 27, 2029	12.75	48 -Months	Charge against receivables and current assets	ACUITE BBB-STABLE
114	68 -Months	INE01CY079W9	5,200.00	July 10, 2025	March 10, 2031	13.01	68 -Months	Charge against receivables and current assets	ACUITE BBB-STABLE
115	36 MONTHS 12	INE01CY079X7	47,200.00	July 10, 2025	July 10, 2028	12	36 MONTHS MONTHLY	Charge against receivables and current assets	ACUITE BBB-STABLE

Sr. No.	Debenture Name / Series	ISIN	Amount Outstanding as on June 30, 2026 (₹ in thousands)	Date of Allotment	Final Maturity Date	Coupon (p.a.) in %	Tenure /Period	Security	Credit Rating and Outlook
116	36 MONTHS 12.5	INE01CY079Y5	30,000.00	July 10, 2025	July 10, 2028	12.5	36 MONTHS CUMULATIVE	Charge against receivables and current assets	ACUITE BBB-STABLE
117	36 MONTHS 11.5	INE01CYA7112	17,500.00	October 08, 2025	October 08, 2028	11.5	36 MONTHS MONTHLY	Charge against receivables and current assets	ACUITE BBB-STABLE
118	48 -Months 12.25	INE01CYA7120	14,500.00	October 08, 2025	October 08, 2029	12.25	48 -Months CUMULATIVE	Charge against receivables and current assets	ACUITE BBB-STABLE
119	70 -Months	INE01CYA7104	2,900.00	October 08, 2025	August 08, 2031	12.62	70 Months	Charge against receivables and current assets	ACUITE BBB-STABLE
	Total Outstanding		**8,42,565.00**						

Penalty Clause:

a) Nil

Event of Default:

The occurrence of any of the following events shall constitute an event of default by the company in relation to the secured Debentures:

a) When default is committed in the payment of the principal amount of the Debentures on the due date(s).

b) When the Company makes two consecutive defaults in the payment of any interest which ought to have been paid in accordance with the terms of the issue.

c) When default is committed in payment of any other monies including costs, charges and expenses incurred by the Debenture Trustee.

d) When the Company without the consent of Debenture holders ceases to carry on its business or gives notice of its intention to do so.

e) When an order has been made by the Tribunal or a Special Resolution has been passed by the members of the Company for winding up of the Company.

f) When any breach of the terms of the prospectus inviting the subscriptions of Debentures or of the covenants of this deed is committed.

g) When the Company creates or attempts to create any charge on the mortgaged premises or any part thereof without the prior approval of the trustees/Debenture holders.

h) When in the opinion of the Trustee the security of Debenture holders is in jeopardy.

i) Default is committed in the performance or observance of any covenant, condition or provision contained in these presents and/ or the financial covenants and conditions (other than the obligation to pay principal and interest and except where the Trustee certify that such default is in their opinion incapable of remedy, in which case no notice shall be required) and such default continues for thirty days after written notice has been given thereof by the Trustee to the Company requiring the same to be remedied.

j) Default in maintaining security cover for a continuous period of 7 (seven) business days.

k) Any indebtedness of the Company for borrowed monies i.e. indebtedness for and in respect of monies borrowed or raised (whether or not for cash consideration) by whatever means (including acceptance, credits, deposits and leasing) becomes due prior to its stated maturity by reason of default of the terms thereof any such indebtedness is not paid at its stated maturity or there is a default in making payments under any guarantee or indemnity given by the Company in respect of indebtedness of borrowed monies of any person and such default has not been cured or waived.

l) Any information given by the Company in the reports and other information furnished by the Company and the warranties given/deemed to have given by it to the Debenture Trustee is found to be false or misleading in any material respect.

m) If the assets hypothecated/ to be hypothecated have not been kept insured or depreciate in value to such an extent that in the 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 Trustee to their satisfaction.

n) If without the prior written approval of the Trustee, the assets hypothecated/ to be hypothecated or any part thereof is encumbered.

o) The Company has voluntarily become the subject or proceedings under any bankruptcy or insolvency law or the Company is voluntarily or compulsorily dissolved.

p) The Company is unable to or has admitted in writing its inability to pay its debts as they mature.

q) If any extra-ordinary circumstances have occurred which make it impossible for the Company to fulfill its obligations under these presents and/or the Debentures.

r) The Company ceases or threatens to cease to carry on its business or gives notice of its intention to do so.

s) If the Company is unable to pay its debts or if the Company is carrying on business at a loss and it appears to the Trustee that continuation of its business will endanger the security hereby created.

PTC Transactions:-

The Company has not entered into any PTC transactions as on the last quarter end i.e., June 30, 2026.

Collateralised borrowing and lending obligation:-

The Company has no collateralised borrowing and lending obligation as on June 30, 2026.

ii. Secured Redeemable non-convertible debentures (public issue):

The Company has issued on public issue basis, secured, redeemable, non-convertible debentures of which **₹60,28,994.00 thousand** is outstanding as on June 30, 2026, the details of which are set forth below:

Sr. No.	Debenture Name / Series	ISIN	Amount Outstanding as on June 30, 2026 ***(₹ in thousands)***	Date of Allotment	Final Maturity Date	Coupon (p.a.) in %	Tenure /Period (Months)	Security	Credit Rating and Outlook
1	10	INE01CY077K8	1,26,654.00	December 14, 2023	August 14, 2029	N.A.	68	Charge against loans and advances including receivables and current assets	ACUITE BBB-STABLE
2	9	INE01CY077C5	11,934.00	December 14, 2023	December 14, 2026	12.25	36	Charge against loans and advances including receivables and current assets	ACUITE BBB-STABLE
3	7	INE01CY077J0	39,360.00	December 14, 2023	December 14, 2026	12.5	36	Charge against loans and advances including receivables and current assets	ACUITE BBB-STABLE
4	4	INE01CY077E1	1,87,535.00	December 14, 2023	December 14, 2028	12.5	60	Charge against loans and advances including receivables and current assets	ACUITE BBB-STABLE
5	3	INE01CY077B7	2,12,084.00	December 14, 2023	December 14, 2026	12	36	Charge against loans and advances including receivables and current assets	ACUITE BBB-STABLE

Sr. No.	**Debenture Name / Series**	**ISIN**	**Amount Outstanding as on June 30, 2026** ***(₹ in thousands)***	**Date of Allotment**	**Final Maturity Date**	**Coupon (p.a.) in %**	**Tenure /Period (Months)**	**Security**	**Credit Rating and Outlook**
6	3	INE01CY077R3	1,77,224.00	April 19, 2024	April 19, 2027	12	36	Charge against loans and advances including receivables and current assets	ACUITE BBB-STABLE
7	4	INE01CY077P7	1,87,327.00	April 19, 2024	April 18, 2029	12.5	60	Charge against loans and advances including receivables and current assets	ACUITE BBB-STABLE
8	7	INE01CY077N2	23,595.00	April 19, 2024	April 19, 2027	12.5	36	Charge against loans and advances including receivables and current assets	ACUITE BBB-STABLE
9	9	INE01CY077M4	13,428.00	April 19, 2024	April 19, 2027	12.25	36	Charge against loans and advances including receivables and current assets	ACUITE BBB-STABLE
10	10	INE01CY077Q5	97,596.00	April 19, 2024	December 19, 2029	N.A.	68	Charge against loans and advances including receivables and current assets	ACUITE BBB-STABLE

Sr. No.	**Debenture Name / Series**	**ISIN**	**Amount Outstanding as on June 30, 2026** ***(₹ in thousands)***	**Date of Allotment**	**Final Maturity Date**	**Coupon (p.a.) in %**	**Tenure /Period (Months)**	**Security**	**Credit Rating and Outlook**
11	2	INE01CY078O8	50,308.00	December 02, 2024	December 02, 2026	11.5	24	Charge against loans and advances including receivables and current assets	CRISIL BBB-STABLE
12	3	INE01CY078P5	1,45,171.00	December 02, 2024	December 02, 2027	12	36	Charge against loans and advances including receivables and current assets	CRISIL BBB-STABLE
13	4	INE01CY078R1	1,29,765.00	December 02, 2024	December 02, 2029	12.5	60	Charge against loans and advances including receivables and current assets	CRISIL BBB-STABLE
14	6	INE01CY078S9	35,545.00	December 02, 2024	December 02, 2026	12	24	Charge against loans and advances including receivables and current assets	CRISIL BBB-STABLE
15	7	INE01CY078T7	28,351.00	December 02, 2024	December 02, 2027	12.5	36	Charge against loans and advances including receivables and current assets	CRISIL BBB-STABLE

Sr. No.	Debenture Name / Series	ISIN	Amount Outstanding as on June 30, 2026 (₹ in thousands)	Date of Allotment	Final Maturity Date	Coupon (p.a.) in %	Tenure /Period (Months)	Security	Credit Rating and Outlook
16	8	INE01CY078U5	5,934.00	December 02, 2024	December 02, 2026	11.75	24	Charge against loans and advances including receivables and current assets	CRISIL BBB-STABLE
17	9	INE01CY078V3	8,225.00	December 02, 2024	December 02, 2027	12.75	36	Charge against loans and advances including receivables and current assets	CRISIL BBB-STABLE
18	10	INE01CY078J8	82,237.00	December 02, 2024	August 02, 2030	N.A.	68	Charge against loans and advances including receivables and current assets	CRISIL BBB-STABLE
19	2	INE01CY078Z4	32,482.00	January 27, 2025	January 27, 2027	11.5	24	Charge against loans and advances including receivables and current assets	CRISIL BBB-STABLE
20	3	INE01CY079A5	1,09,541.00	January 27, 2025	January 27, 2028	12	36	Charge against loans and advances including receivables and current assets	CRISIL BBB-STABLE

Sr. No.	**Debenture Name / Series**	**ISIN**	**Amount Outstanding as on June 30, 2026** ***(₹ in thousands)***	**Date of Allotment**	**Final Maturity Date**	**Coupon (p.a.) in %**	**Tenure /Period (Months)**	**Security**	**Credit Rating and Outlook**
21	4	INE01CY079B3	87,857.00	January 27, 2025	January 27, 2030	12.5	60	Charge against loans and advances including receivables and current assets	CRISIL BBB-STABLE
22	6	INE01CY079C1	33,148.00	January 27, 2025	January 27, 2027	12	24	Charge against loans and advances including receivables and current assets	CRISIL BBB-STABLE
23	7	INE01CY079D9	22,593.00	January 27, 2025	January 27, 2028	12.5	36	Charge against loans and advances including receivables and current assets	CRISIL BBB-STABLE
24	8	INE01CY079F4	3,232.00	January 27, 2025	January 27, 2027	11.75	24	Charge against loans and advances including receivables and current assets	CRISIL BBB-STABLE
25	9	INE01CY078Y7	9,498.00	January 27, 2025	January 27, 2028	12.25	36	Charge against loans and advances including receivables and current assets	CRISIL BBB-STABLE

Sr. No.	Debenture Name / Series	ISIN	Amount Outstanding as on June 30, 2026 ***(₹ in thousands)***	Date of Allotment	Final Maturity Date	Coupon (p.a.) in %	Tenure /Period (Months)	Security	Credit Rating and Outlook
26	10	INE01CY078W1	70,688.00	January 27, 2025	September 27, 2030	N.A.	68	Charge against loans and advances including receivables and current assets	CRISIL BBB-STABLE
27	2	INE01CY079U3	45,213.00	May 16, 2025	May 16, 2027	11.5	24	Charge against loans and advances including receivables and current assets	CRISIL BBB-STABLE
28	3	INE01CY079T5	1,88,018.00	May 16, 2025	May 16, 2028	12	36	Charge against loans and advances including receivables and current assets	CRISIL BBB-STABLE
29	4	INE01CY079S7	1,37,462.00	May 16, 2025	May 16, 2030	12.5	60	Charge against loans and advances including receivables and current assets	CRISIL BBB-STABLE
30	6	INE01CY079Q1	34,868.00	May 16, 2025	May 16, 2027	12	24	Charge against loans and advances including receivables and current assets	CRISIL BBB-STABLE

Sr. No.	Debenture Name / Series	ISIN	Amount Outstanding as on June 30, 2026 *(₹ in thousands)*	Date of Allotment	Final Maturity Date	Coupon (p.a.) in %	Tenure /Period (Months)	Security	Credit Rating and Outlook
31	7	INE01CY079O6	32,684.00	May 16, 2025	May 16, 2028	12.5	36	Charge against loans and advances including receivables and current assets	CRISIL BBB-STABLE
32	8	INE01CY079P3	4,996.00	May 16, 2025	May 16, 2027	11.75	24	Charge against loans and advances including receivables and current assets	CRISIL BBB-STABLE
33	9	INE01CY079V1	15,350.00	May 16, 2025	May 16, 2028	12.25	36	Charge against loans and advances including receivables and current assets	CRISIL BBB-STABLE
34	10	INE01CY079K4	71,279.00	May 16, 2025	January 16, 2031	N.A.	68	Charge against loans and advances including receivables and current assets	CRISIL BBB-STABLE
35	1	INE01CYA7013	1,18,511.00	August 20, 2025	September 20, 2026	10.5	13	Charge against loans and advances including receivables and current assets	CRISIL BBB-STABLE

Sr. No.	**Debenture Name / Series**	**ISIN**	**Amount Outstanding as on June 30, 2026**	**Date of Allotment**	**Final Maturity Date**	**Coupon (p.a.) in %**	**Tenure /Period (Months)**	**Security**	**Credit Rating and Outlook**
			(₹ in thousands)						
36	2	INE01CYA7021	69,920.00	August 20, 2025	August 20, 2027	11	24	Charge against loans and advances including receivables and current assets	CRISIL BBB-STABLE
37	3	INE01CYA7088	1,22,538.00	August 20, 2025	August 20, 2028	11.5	36	Charge against loans and advances including receivables and current assets	CRISIL BBB-STABLE
38	4	INE01CYA7047	1,82,356.00	August 20, 2025	August 20, 2030	12	60	Charge against loans and advances including receivables and current assets	CRISIL BBB-STABLE
39	5	INE01CYA7054	1,37,149.00	August 20, 2025	September 20, 2026	11	13	Charge against loans and advances including receivables and current assets	CRISIL BBB-STABLE
40	6	INE01CYA7062	41,793.00	August 20, 2025	August 20, 2027	11.5	24	Charge against loans and advances including receivables and current assets	CRISIL BBB-STABLE

Sr. No.	Debenture Name / Series	ISIN	Amount Outstanding as on June 30, 2026 *(₹ in thousands)*	Date of Allotment	Final Maturity Date	Coupon (p.a.) in %	Tenure /Period (Months)	Security	Credit Rating and Outlook
41	7	INE01CYA7070	57,551.00	August 20, 2025	August 20, 2028	12	36	Charge against loans and advances including receivables and current assets	CRISIL BBB-STABLE
42	8	INE01CYA7039	7,476.00	August 20, 2025	August 20, 2027	11.25	24	Charge against loans and advances including receivables and current assets	CRISIL BBB-STABLE
43	9	INE01CYA7096	21,430.00	August 20, 2025	August 20, 2028	11.75	36	Charge against loans and advances including receivables and current assets	CRISIL BBB-STABLE
44	10	INE01CY079Z2	1,26,880.00	August 20, 2025	June 20, 2031		70	Charge against loans and advances including receivables and current assets	CRISIL BBB-STABLE
45	1	INE01CYA7229	1,73,800.00	December 02, 2025	January 02, 2027	10.5	13	Charge against loans and advances including receivables and current assets	CRISIL BBB-STABLE

Sr. No.	Debenture Name / Series	ISIN	Amount Outstanding as on June 30, 2026 *(₹ in thousands)*	Date of Allotment	Final Maturity Date	Coupon (p.a.) in %	Tenure /Period (Months)	Security	Credit Rating and Outlook
46	2	INE01CYA7203	73,311.00	December 02, 2025	December 02, 2027	11	24	Charge against loans and advances including receivables and current assets	CRISIL BBB-STABLE
47	3	INE01CYA7195	1,38,529.00	December 02, 2025	December 02, 2028	11.5	36	Charge against loans and advances including receivables and current assets	CRISIL BBB-STABLE
48	4	INE01CYA7161	2,01,539.00	December 02, 2025	December 02, 2030	12	60	Charge against loans and advances including receivables and current assets	CRISIL BBB-STABLE
49	5	INE01CYA7146	1,44,340.00	December 02, 2025	January 02, 2027	11	13	Charge against loans and advances including receivables and current assets	CRISIL BBB-STABLE
50	6	INE01CYA7211	42,580.00	December 02, 2025	December 02, 2027	11.5	24	Charge against loans and advances including receivables and current assets	CRISIL BBB-STABLE

Sr. No.	Debenture Name / Series	ISIN	Amount Outstanding as on June 30, 2026 ***(₹ in thousands)***	Date of Allotment	Final Maturity Date	Coupon (p.a.) in %	Tenure /Period (Months)	Security	Credit Rating and Outlook
51	7	INE01CYA7187	50,318.00	December 02, 2025	December 02, 2028	12	36	Charge against loans and advances including receivables and current assets	CRISIL BBB-STABLE
52	8	INE01CYA7153	8,169.00	December 02, 2025	December 02, 2027	11.25	24	Charge against loans and advances including receivables and current assets	CRISIL BBB-STABLE
53	9	INE01CYA7179	15,542.00	December 02, 2025	December 02, 2028	11.75	36	Charge against loans and advances including receivables and current assets	CRISIL BBB-STABLE
54	10	INE01CYA7138	1,22,639.00	December 02, 2025	October 02, 2031		70	Charge against loans and advances including receivables and current assets	CRISIL BBB-STABLE
55	1	INE01CYA7245	1,66,658.00	February 23, 2026	March 23, 2027	10	13	Charge against loans and advances including receivables and current assets	CRISIL BBB-STABLE

Sr. No.	Debenture Name / Series	ISIN	Amount Outstanding as on June 30, 2026 *(₹ in thousands)*	Date of Allotment	Final Maturity Date	Coupon (p.a.) in %	Tenure /Period (Months)	Security	Credit Rating and Outlook
56	2	INE01CYA7252	64,193.00	February 23, 2026	February 23, 2028	10.5	24	Charge against loans and advances including receivables and current assets	CRISIL BBB-STABLE
57	3	INE01CYA7260	1,50,340.00	February 23, 2026	February 23, 2029	11	36	Charge against loans and advances including receivables and current assets	CRISIL BBB-STABLE
58	4	INE01CYA7278	1,36,409.00	February 23, 2026	February 23, 2031	11.5	60	Charge against loans and advances including receivables and current assets	CRISIL BBB-STABLE
59	5	INE01CYA7286	1,75,555.00	February 23, 2026	March 23, 2027	10.5	13	Charge against loans and advances including receivables and current assets	CRISIL BBB-STABLE
60	6	INE01CYA7302	63,129.00	February 23, 2026	February 23, 2028	11	24	Charge against loans and advances including receivables and current assets	CRISIL BBB-STABLE

Sr. No.	Debenture Name / Series	ISIN	Amount Outstanding as on June 30, 2026 (₹ in thousands)	Date of Allotment	Final Maturity Date	Coupon (p.a.) in %	Tenure /Period (Months)	Security	Credit Rating and Outlook
61	7	INE01CYA7294	49,681.00	February 23, 2026	February 23, 2029	11.5	36	Charge against loans and advances including receivables and current assets	CRISIL BBB- STABLE
62	8	INE01CYA7310	5,904.00	February 23, 2026	February 23, 2028	10.75	24	Charge against loans and advances including receivables and current assets	CRISIL BBB- STABLE
63	9	INE01CYA7328	14,625.00	February 23, 2026	February 23, 2029	11.25	36	Charge against loans and advances including receivables and current assets	CRISIL BBB- STABLE
64	10	INE01CYA7237	1,32,216.00	February 23, 2026	February 23, 2032	12.25	72	Charge against loans and advances including receivables and current assets	CRISIL BBB- STABLE
65	1	INE01CYA7369	1,26,597.00	April 28, 2026	May 28, 2027	10	13	Charge against loans and advances including receivables and current assets	ACUITE BBB- STABLE

Sr. No.	Debenture Name / Series	ISIN	Amount Outstanding as on June 30, 2026 *(₹ in thousands)*	Date of Allotment	Final Maturity Date	Coupon (p.a.) in %	Tenure /Period (Months)	Security	Credit Rating and Outlook
66	2	INE01CYA7393	58,777.00	April 28, 2026	April 28, 2028	10.5	24	Charge against loans and advances including receivables and current assets	ACUITE BBB-STABLE
67	3	INE01CYA7377	1,12,708.00	April 28, 2026	April 28, 2029	11	36	Charge against loans and advances including receivables and current assets	ACUITE BBB-STABLE
68	4	INE01CYA7385	1,00,384.00	April 28, 2026	April 28, 2031	11.5	60	Charge against loans and advances including receivables and current assets	ACUITE BBB-STABLE
69	5	INE01CYA7401	1,43,362.00	April 28, 2026	May 28, 2027	10.5	13	Charge against loans and advances including receivables and current assets	ACUITE BBB-STABLE
70	6	INE01CYA7344	47,991.00	April 28, 2026	April 28, 2028	11	24	Charge against loans and advances including receivables and current assets	ACUITE BBB-STABLE

Sr. No.	Debenture Name / Series	ISIN	Amount Outstanding as on June 30, 2026 (*₹ in thousands*)	Date of Allotment	Final Maturity Date	Coupon (p.a.) in %	Tenure /Period (Months)	Security	Credit Rating and Outlook
71	7	INE01CYA7419	45,191.00	April 28, 2026	April 28, 2029	11.5	36	Charge against loans and advances including receivables and current assets	ACUITE BBB- STABLE
72	8	INE01CYA7427	7,376.00	April 28, 2026	April 28, 2028	10.75	24	Charge against loans and advances including receivables and current assets	ACUITE BBB- STABLE
73	9	INE01CYA7351	13,528.00	April 28, 2026	April 28, 2029	11.25	36	Charge against loans and advances including receivables and current assets	ACUITE BBB- STABLE
74	10	INE01CYA7336	96,817.00	April 28, 2026	April 28, 2032	12.25	72	Charge against loans and advances including receivables and current assets	ACUITE BBB- STABLE
	Total Outstanding		**60,28,994.00**						

Corporate Guarantee:

The company has not availed any corporate guarantees that are outstanding as on June 30, 2026.

B. Details of unsecured borrowings:

The Company's unsecured outstanding borrowings as on June 30, 2026, amounts to **₹16,50,826.24 thousand**, The details of the secured borrowings are set out below:

Commercial Papers:

The Company has not issued the commercial papers that are outstanding as on June 30, 2026.

Loan from Directors and Relatives of Directors:

The Company has raised loan from directors and the amount outstanding as on June 30, 2026 is detailed below.

Sr. No.	Name of Director	Amount Outstanding as on Jur 30, 2026 (₹ in thousands)	Repayment	Security
1.	K G Anilkumar	30,699.99	Repayable on demand	Unsecured
2.	Umadevi Anilkumar	310.25	Repayable on demand	Unsecured
	Total Outstanding	**31,010.24**		

Penalty Clause: The loan documentation executed with respect to the term loans mentioned above set out penalty provisions for compliance with the provisions of the loan documents. Such provisions include, but are not limited to:

(a) Nil

Rescheduling Clause:

(a) Nil

Events of Default: The facility documents executed by the Company stipulates certain events as "*Events of Default*", pursuant to which the Company may be required to immediately repay the entire loan facility availed by it and be subject to additional penalties by the relevant lenders. Such events include, but are not limited to:

(a) Nil

Subordinated Debts

i. **Private Placement**

The Company has issued on private placement basis, unsecured subordinated debts under various series of which **₹16,17,416.00 thousand** is cumulatively outstanding as on June 30,2026, the details of which are set forth below:

(`in thousands)

Sr. No.	Subordinated debt Name / Series	ISIN	Amount Outstanding as on June 30, 2026 *(₹ in thousands)*	Date of Allotment	Final Maturity Date	Coupon (p.a.) in %	Tenure /Period	Credit Rating
1	60 - Month 13	NA	9,400.00	March 15, 2024	March 15, 2029	13	60 - Month	NA
2	60 - Month 12.5	NA	43,452.00	March 15, 2024	March 15, 2029	12.5	60 - Month	NA
3	60 - Month 12.5	NA	36,620.00	March 30, 2024	March 30, 2029	12.5	60 - Month	NA
4	60 - Month 13	NA	8,001.00	March 30, 2024	March 30, 2029	13	60 - Month	NA
5	60 - Month 13	NA	2,750.00	April 15, 2024	April 15, 2029	13	60 - Month	NA
6	60 - Month 12.5	NA	14,810.00	April 15, 2024	April 15, 2029	12.5	60 - Month	NA
7	60 - Month 12.5	NA	51,971.00	April 30, 2024	April 30, 2029	12.5	60 - Month	NA
8	60 - Month 13	NA	20,943.00	April 30, 2024	April 30, 2029	13	60 - Month	NA
9	60 - Month 13	NA	12,515.00	May 15, 2024	May 15, 2029	13	60 - Month	NA
10	60 - Month 12.5	NA	34,462.00	May 15, 2024	May 15, 2029	12.5	60 - Month	NA
11	60 - Month 13	NA	12,630.00	May 30, 2024	May 30, 2029	13	60 - Month	NA
12	60 - Month 12.5	NA	22,815.00	May 30, 2024	May 30, 2029	12.5	60 - Month	NA
13	60 - Month 12.5	NA	38,150.00	June 15, 2024	June 15, 2029	12.5	60 - Month	NA
14	60 - Month 13	NA	5,390.00	June 15, 2024	June 15, 2029	13	60 - Month	NA
15	60 - Month 13	NA	6,820.00	June 29, 2024	June 29, 2029	13	60 - Month	NA
16	60 - Month 13	NA	27,072.00	June 29, 2024	June 29, 2029	12.5	60 - Month	NA
17	60 - Month 12.5	NA	28,975.00	July 15, 2024	July 15, 2029	12.5	60 - Month	NA
18	60 - Month 13	NA	13,480.00	July 15, 2024	July 15, 2029	13	60 - Month	NA
19	60 - Month 12.5	NA	30,275.00	July 30, 2024	July 30, 2029	12.5	60 - Month	NA
20	60 - Month 13	NA	9,227.00	July 30, 2024	July 30, 2029	13	60 - Month	NA
21	60 - Month 12.5	NA	18,980.00	August 14, 2024	August 14, 2029	12.5	60 - Month	NA
22	60 - Month 13	NA	8,625.00	August 14, 2024	August 14, 2029	13	60 - Month	NA
23	60 - Month 12.5	NA	27,348.00	August 30, 2024	August 30, 2029	12.5	60 - Month	NA
24	60 - Month 13	NA	5,459.00	August 30, 2024	August 30, 2029	13	60 - Month	NA
25	60 - Month 12.5	NA	40,530.00	September 13, 2024	September 13, 2029	12.5	60 - Month	NA
26	60 - Month 13	NA	10,830.00	September 13, 2024	September 13, 2029	13	60 - Month	NA

Sr. No.	Subordinated debt Name / Series	ISIN	Amount Outstanding as on June 30, 2026 (₹ in thousands)	Date of Allotment	Final Maturity Date	Coupon (p.a.) in %	Tenure /Period	Credit Rating
27	60 - Month 12.5	NA	28,555.00	September 30, 2024	September 30, 2029	12.5	60 - Month	NA
28	60 - Month 13	NA	10,425.00	September 30, 2024	September 30, 2029	13	60 - Month	NA
29	60 - Month 12.5	NA	23,959.00	October 15, 2024	October 15, 2029	12.5	60 - Month	NA
30	60 - Month 13	NA	5,085.00	October 15, 2024	October 15, 2029	13	60 - Month	NA
31	60 - Month 12.5	NA	33,667.00	October 30, 2024	October 30, 2029	12.5	60 - Month	NA
32	60 - Month 13	NA	8,950.00	October 30, 2024	October 30, 2029	13	60 - Month	NA
33	60 - Month 12.5	NA	12,052.00	November 15, 2024	November 15, 2029	12.5	60 - Month	NA
34	60 - Month 13	NA	3,825.00	November 15, 2024	November 15, 2029	13	60 - Month	NA
35	60 - Month 12.5	NA	7,975.00	November 30, 2024	November 30, 2029	12.5	60 - Month	NA
36	60 - Month 13	NA	1,700.00	November 30, 2024	November 30, 2029	13	60 - Month	NA
37	60 - Month 12.5	NA	23,485.00	December 14, 2024	December 14, 2029	12.5	60 - Month	NA
38	60 - Month 13	NA	6,050.00	December 14, 2024	December 14, 2029	13	60 - Month	NA
39	60 - Month 12.5	NA	17,595.00	December 30, 2024	December 30, 2029	12.5	60 - Month	NA
40	60 - Month 13	NA	8,700.00	December 30, 2024	December 30, 2029	13	60 - Month	NA
41	60 - Month 12.5	NA	9,400.00	January 15, 2025	January 15, 2030	12.5	60 - Month	NA
42	60 - Month 13	NA	50.00	January 15, 2025	January 15, 2030	13	60 - Month	NA
43	60 - Month 12.5	NA	10,660.00	January 31, 2025	January 31, 2030	12.5	60 - Month	NA
44	60 - Month 13	NA	5,905.00	January 31, 2025	January 31, 2030	13	60 - Month	NA
45	60 - Month 12.5	NA	27,885.00	February 15, 2025	February 15, 2030	12.5	60 - Month	NA
46	60 - Month 13	NA	8,750.00	February 15, 2025	February 15, 2030	13	60 - Month	NA
47	60 - Month 12.5	NA	23,410.00	February 28, 2025	February 28, 2030	12.5	60 - Month	NA
48	60 - Month 13	NA	7,050.00	February 28, 2025	February 28, 2030	13	60 - Month	NA
49	60 - Month 12.5	NA	26,690.00	March 15, 2025	March 15, 2030	12.5	60 - Month	NA
50	60 - Month 13	NA	6,025.00	March 15, 2025	March 15, 2030	13	60 - Month	NA
51	60 - Month 12.5	NA	26,911.00	March 31, 2025	March 31, 2030	12.5	60 - Month	NA
52	60 - Month 13	NA	7,976.00	March 31, 2025	March 31, 2030	13	60 - Month	NA
53	60 - Month 12.5	NA	18,050.00	April 15, 2025	April 15, 2030	12.5	60 - Month	NA
54	60 - Month 13	NA	5,200.00	April 15, 2025	April 15, 2030	13	60 - Month	NA
55	60 - Month 12.5	NA	10,585.00	April 30, 2025	April 30, 2030	12.5	60 - Month	NA
56	60 - Month 13	NA	6,300.00	April 30, 2025	April 30, 2030	13	60 - Month	NA
57	60 - Month 12.5	NA	5,795.00	May 15, 2025	May 15, 2030	12.5	60 - Month	NA
58	60 - Month 13	NA	1,850.00	May 15, 2025	May 15, 2030	13	60 - Month	NA

Sr. No.	Subordinated debt Name / Series	ISIN	Amount Outstanding as on June 30, 2026 (*₹ in thousands*)	Date of Allotment	Final Maturity Date	Coupon (p.a.) in %	Tenure /Period	Credit Rating
59	60 - Month 12.5	NA	24,170.00	May 31, 2025	May 30, 2030	12.5	60 - Month	NA
60	60 - Month 13	NA	4,145.00	May 31, 2025	May 30, 2030	13	60 - Month	NA
61	60 - Month 12.5	NA	20,360.00	June 16, 2025	June 15, 2030	12.5	60 - Month	NA
62	60 - Month 13	NA	2,670.00	June 16, 2025	June 15, 2030	13	60 - Month	NA
63	60 - Month 12.5	NA	18,480.00	June 30, 2025	June 30, 2030	12.5	60 - Month	NA
64	60 - Month 13	NA	5,195.00	June 30, 2025	June 30, 2030	13	60 - Month	NA
65	60 - Month 12.5	NA	23,804.00	July 15, 2025	July 15, 2030	12.5	60 - Month	NA
66	60 - Month 13	NA	1,500.00	July 15, 2025	July 15, 2030	13	60 - Month	NA
67	60 - Month 12.5	NA	8,000.00	July 31, 2025	July 31, 2030	12.5	60 - Month	NA
68	60 - Month 13	NA	600.00	July 31, 2025	July 31, 2030	13	60 - Month	NA
69	60 - Month 12.5	NA	12,100.00	August 16, 2025	August 16, 2030	12.5	60 - Month	NA
70	60 - Month 13	NA	800.00	August 16, 2025	August 16, 2030	13	60 - Month	NA
71	60 - Month 12.5	NA	29,930.00	August 30, 2025	August 30, 2030	12.5	60 - Month	NA
72	60 - Month 13	NA	11,433.00	August 30, 2025	August 30, 2030	13	60 - Month	NA
73	60 - Month 12.5	NA	11,855.00	September 15, 2025	September 15, 2030	12.5	60 - Month	NA
74	60 - Month 13	NA	3,570.00	September 15, 2025	September 15, 2030	13	60 - Month	NA
75	60 - Month 12.5	NA	27,955.00	September 30, 2025	September 30, 2030	12.5	60 - Month	NA
76	60 - Month 13	NA	6,300.00	September 30, 2025	September 30, 2030	13	60 - Month	NA
77	60 - Month 12.5	NA	17,080.00	October 15, 2025	October 15, 2030	12.5	60 - Month	NA
78	60 - Month 13	NA	3,627.00	October 15, 2025	October 15, 2030	13	60 - Month	NA
79	60 - Month 12.5	NA	11,180.00	October 31, 2025	October 31, 2030	12.5	60 - Month	NA
80	60 - Month 13	NA	15,540.00	October 31, 2025	October 31, 2030	13	60 - Month	NA
81	60 - Month 12.5	NA	20,265.00	November 10, 2025	November 10, 2030	12.5	60 - Month	NA
82	60 - Month 13	NA	2,425.00	November 10, 2025	November 10, 2030	13	60 - Month	NA
83	60 - Month 12.5	NA	10,500.00	November 25, 2025	November 25, 2030	12.5	60 - Month	NA
84	60 - Month 13	NA	3,150.00	November 25, 2025	November 25, 2030	13	60 - Month	NA
85	60 - Month 12.5	NA	18,650.00	December 10, 2025	December 10, 2030	12.5	60 - Month	NA
86	60 - Month 13	NA	1,553.00	December 10, 2025	December 10, 2030	13	60 - Month	NA
87	60 - Month 12.5	NA	34,440.00	December 24, 2025	December 24, 2030	12.5	60 - Month	NA
88	60 - Month 13	NA	3,060.00	December 24, 2025	December 24, 2030	13	60 - Month	NA
89	60 - Month 12.5	NA	40,180.00	January 10, 2026	January 10, 2031	12.5	60 - Month	NA
90	60 - Month 13	NA	2,750.00	January 10, 2026	January 10, 2031	13	60 - Month	NA

Sr. No.	Subordinated debt Name / Series	ISIN	Amount Outstanding as on June 30, 2026 (₹ in thousands)	Date of Allotment	Final Maturity Date	Coupon (p.a.) in %	Tenure /Period	Credit Rating
91	60 - Month 12.5	NA	37,175.00	January 24, 2026	January 24, 2031	12.5	60 - Month	NA
92	60 - Month 13	NA	6,000.00	January 24, 2026	January 24, 2031	13	60 - Month	NA
93	60 - Month 12.5	NA	11,300.00	February 10, 2026	February 10, 2031	12.5	60 - Month	NA
94	60 - Month 13	NA	1,150.00	February 10, 2026	February 10, 2031	13	60 - Month	NA
95	60 - Month 12.5	NA	16,510.00	February 25, 2026	February 25, 2031	12.5	60 - Month	NA
96	60 - Month 13	NA	4,230.00	February 25, 2026	February 25, 2031	13	60 - Month	NA
97	60 - Month 12.5	NA	20,810.00	March 10, 2026	March 10, 2031	12.5	60 - Month	NA
98	60 - Month 13	NA	3,110.00	March 10, 2026	March 10, 2031	13	60 - Month	NA
99	60 - Month 12.5	NA	17,635.00	March 25, 2026	March 25, 2031	12.5	60 - Month	NA
100	60 - Month 13	NA	1,855.00	March 25, 2026	March 25, 2031	13	60 - Month	NA
101	60 - Month 12.5	NA	22,835.00	April 10, 2026	April 10, 2031	12.5	60 - Month	NA
102	60 - Month 13	NA	3,250.00	April 10, 2026	April 10, 2031	13	60 - Month	NA
103	60 - Month 12.5	NA	14,885.00	April 25, 2026	April 25, 2031	12.5	60 - Month	NA
104	60 - Month 13	NA	2,825.00	April 25, 2026	April 25, 2031	13	60 - Month	NA
105	60 - Month 12.5	NA	32,685.00	May 11, 2026	May 11, 2031	12.5	60 - Month	NA
106	60 - Month 13	NA	3,902.00	May 11, 2026	May 11, 2031	13	60 - Month	NA
107	60 - Month 12.5	NA	17,445.00	May 25, 2026	May 25, 2031	12.5	60 - Month	NA
108	60 - Month 13	NA	3,800.00	May 25, 2026	May 25, 2031	13	60 - Month	NA
109	60 - Month 12.5	NA	15,677.00	June 10, 2026	June 10, 2031	12.5	60 - Month	NA
110	60 - Month 13	NA	6,350.00	June 10, 2026	June 10, 2031	13	60 - Month	NA
111	60 - Month 12.5	NA	26,115.00	June 25, 2026	June 25, 2031	12.5	60 - Month	NA
112	60 - Month 13	NA	8,560.00	June 25, 2026	June 25, 2031	13	60 - Month	NA
	Total Outstanding		**16,17,416.00**					

Penalty Clause- The loan documentation executed with respect to the term loans mentioned above set out penalty provisions for compliance with the provisions of the loan documents. Such provisions include, but are not limited to:

(a) Nil

Rescheduling Clause:

(a) Nil

Events of Default: The facility documents executed by the Company stipulates certain events as "*Events of Default*", pursuant to which the Company may be required to immediately repay the entire loan facility availed by it and be subject to additional penalties by the relevant lenders. Such events include, but are not limited to:

(a) Nil

ii. **Private placement of non-convertible Preference shares**

The Company has issued on private placement basis, non-convertible Preference Share under various series of which **₹2,400.00thousand** is cumulatively outstanding as on June 30, 2026

Sr. No.	Name of the Party (in case of facility) / Name of the Instrument	Amount sanctioned (*₹ in thousands)*	Principal Amount Outstanding as on June 30, 2026*(₹ in thousands)*	Date of Repayment/Schedule	Credit Rating
1	INE01CY04058	2,400.00	2,400.00	July 09, 2026	NA
Total Outstanding		**2,400.00**			

C. Servicing behaviour on existing debt securities, payment of due interest on due dates on financing facilities or debt securities:-

Debentures under monthly interest schemes are paid day before the due date. Interest payment which falls on public holidays and Sundays will be paid on preceding working day. Debentures which are under cumulative interest schemes are paid on the due date along with interest after deducting the applicable TDS.

D. List of top 10 debenture holders (secured and unsecured) as on June 30, 2026:

Sr. No.	Name of Holders	Category of Holders	Face Value of holding (₹ in thousand)	Holding as a % of total outstanding non-convertible securities of the Issuer
1.	H V UMA	Public	19,665.00	0.29%
2.	ROY MARKOSE	Public	16,200.00	0.24%
3.	RATNAM ARUL RAJAMANI	Public	13,000.00	0.19%
4.	Mrs SAJNA HAMEED .	Public	11,000.00	0.16%
5.	GOPINATH PANNISSERY	Public	10,550.00	0.15%
6.	JAYA DAMODARAN	Public	10,500.00	0.15%
7.	SOBHA CITY RESIDENCE OWNERS ASSOCIATION	AOP	10,000.00	0.15%
8.	ANNE LATHA JOSEPH	Public	10,000.00	0.15%
9.	S JYOTHI PARAMBIL	Public	9,501.00	0.14%

10.	WIZ FIN PRIVATE LIMITED	Private Company	9,000.00	0.13%

E. Details of any outstanding borrowings taken/ debt securities issued where taken/ issued (a) for consideration other than cash, whether in whole or in part, (b) at a premium or discount, or (c) in pursuance of an option as on June 30,2026.

For the Point (A), the Company has not issued NCDs for consideration other than cash, whether in whole or in part.

For the Point (B), the Company has not issued NCDs at premium.

For the Point (C), the Company has not issued NCDs having embedded option in it.

Other than the securities mentioned above, the Company has nil outstanding borrowings taken / debt securities issued where taken/issued (a) for consideration other than cash, whether in whole or in part, (b) at a premium or discount, or (c) in pursuance of an option as on June 30, 2026.

F. Details of rest of borrowings if any, including hybrid debt instruments such as foreign currency convertible bonds or convertible debentures and preference shares as on June 30,2026:

The company has not issued any hybrid debt instruments such as foreign currency convertible bonds or convertible debentures and preference shares.

Restrictive covenants under the financing arrangements:

Our financing agreements include various restrictive conditions and covenants restricting certain corporate actions and the Company is required to take the prior approval of the debenture trustee before carrying out such activities. For instance, the Company, inter-alia, is required to obtain the prior written consent in the following instances:

1. Permit any change in the management or constitution documents of the borrower;
2. Create any further charge, lien or encumbrance over the assets and properties of the Company;
3. Effect any changes to the shareholding of the Company to the effect that it changes the management control of the Company;
4. Make any investments by way of deposits, loans, advances or investments in share capital or otherwise, in any concern or provide any credit or give any guarantee, indemnity or similar assurance other than in normal course of business;
5. revalue its assets;
6. pay any commission to its promoters, directors, managers or other persons for furnishing guarantees, counter guarantees or indemnities or for undertaking any other liability m connection with any Financial Indebtedness incurred by the Borrower or in connection with any other obligation undertaken for or by the Borrower or undertake any guarantee obligations except in normal course of business;

7. induct on its Board a person whose name appears in the list of wilful defaulters (in accordance with the extant guidelines issued by the RBI) and if such a person is found on its Board. it shall take expeditious and effective steps for removal of the person from its Board;

8. 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 promoter or the promoter losing Control.

G. As o the date of this Key Information Document, there has been no default in payment of principal or interest on any existing term loan, debt security issued by the Issuer and other financial indebtedness including corporate guarantee issued by the Issuer, in the past three years.

H. As on the date of this Key Information Document, there has been no default and non-payment of statutory dues.

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

S. No.	Name of holders	Category of holder	Face value of holding	Holding as a % of total outstanding non- convertible securities of the Issuer
1.	H V UMA	Public	19,665.00	0.29%
2.	ROY MARKOSE	Public	16,200.00	0.24%
3.	RATNAM ARUL RAJAMANI	Public	13,000.00	0.19%
4.	SAJNA HAMEED	Public	11,000.00	0.16%
5.	GOPINATH PANNISSERY	Public	10,550.00	0.15%
6.	JAYA DAMODARAN	Public	10,500.00	0.15%
7.	SOBHA CITY RESIDENCE OWNERS ASSOCIATION	AOP	10,000.00	0.15%
8.	ANNE LATHA JOSEPH	Public	10,000.00	0.15%
9.	S JYOTHI PARAMBIL	Public	9,501.00	0.14%
10.	WIZ FIN PRIVATE LIMITED	Private Company	9,000.00	0.13%

List of top ten holders of commercial paper as on 30 June 2026 in terms of value (in cumulative basis):

S. No.	Name of holder	Category of holder	Face value of holding	Holding as a % of total commercial paper outstanding of the Issuer
Nil				

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

Name of Party (in case of facility)/ Name of Instrument	Type of facility/ Instrument	Amount sanctioned/ issued (Rs in Lakhs)	Principal Amount outstanding (Rs in Lakhs)	Date of Repayment/ Schedule	Credit Rating	Secured/ Unsecured	Security
Nil							

The amount of corporate guarantee or letter of comfort issued by the Issuer along with name of the counterparty (like name of the subsidiary, joint venture entity, group company, etc.) on behalf of whom it has been issued, contingent liability including debt service reserve account guarantees/ any put option etc. (Details of any outstanding borrowings taken/ debt securities issued for consideration other than cash). This information shall be disclosed whether such borrowing/ debt securities have been taken/ issued: (i) in whole or part; (ii) at a premium or discount, or (iii) in pursuance of an option or not.

Nil

8. ***Outstanding Litigations and Other Confirmations***

Except *as stated in this section, there are no outstanding: (i) criminal proceedings; (ii) actions by statutory/regulatory authorities; (iii) claims for any indirect and direct tax liability; and (iv) other* *litigations which are identified as material in terms of the Materiality Threshold (as defined hereinafter below), each involving our Company, our group companies, directors, subsidiary company or promoter.*

*Our Board of Directors, in its meeting held on April 25, 2026 has adopted a threshold for the identification of material litigations ("**Materiality Threshold**"). As per the Materiality Threshold, other than for the purposes of (i) to (iii) above, all outstanding litigation, wherein:*

(a) the quantified monetary amount of claim by or against the relevant person in any such pending litigation proceeding exceeds 5% of Profit After Tax (PAT) for the financial year 2026-27 i.e. INR 45,63,948.55 rounded off to INR 45,63,950; or

(b) the outcome of such litigation proceeding may have a material adverse effect on the business, operations, prospects or reputation of the Company, has been considered as 'material litigation', and accordingly has been disclosed in this Key Information Document.

Further, except as mentioned in this section, there are no proceedings involving our group companies, which may have a material adverse effect on the position of our Company.

It is clarified that for the purposes of the above, pre-litigation notices received by our Company, directors, promoter, subsidiary company or group companies shall, unless otherwise decided by our Board of Directors, not be considered as litigation until such time that our Company or directors or promoter or group companies, as the case may be, is impleaded as a defendant in litigation proceedings before any judicial forum.

Further, except as stated in this section, there are no: (i) litigation or legal action pending or taken by any Ministry or Department of the Government or a statutory authority against our Promoter during the last three years immediately preceding the year of the issue of this Key Information Document and any direction issued by such Ministry or Department or statutory authority; (ii) pending litigation involving our Company, our Promoter, our directors, group companies, subsidiary company or any other person, whose outcome could have material adverse effect on the position of our Company; (iii) pending proceedings initiated against our Company for economic offences; (iv) default and non-payment of statutory dues, etc; (v) inquiries, inspections or investigations initiated or conducted against our Company and/ or our Subsidiary under the Companies Act or any previous companies law in the three years immediately preceding the year of this Key Information Document; (vi) prosecutions filed (whether pending or completed), fines imposed or compounding of offences done in the three years immediately preceding the year of this Key Information Document; and (vii) material frauds committed against our Company in the last three years.

Further from time to time, we have been and shall continue to be involved in legal proceedings filed by and/or against us, arising in the ordinary course of our business. We believe that the number of proceedings in which we are/were involved is not unusual for a company of our size doing business in India.

Unless stated to the contrary, the information provided below is as of the date of this Key Information Document. All terms defined in a particular litigation disclosure below are for that particular litigation only.

Material litigations and regulatory actions involving our Company

(a) As on the date of this Key Information Document, following are material litigations in our Company:

Civil Litigation

By our Company

There are no material outstanding civil litigations filed by our Company.

Against our Company

There are no material outstanding civil litigations against our Company.

Criminal Litigation

By our Company

Except as disclosed below there are no outstanding criminal litigations filed by our Company:

1. Our Company ("**Complainant**") filed a criminal complaint in Bhavanipuram Police Station, Andhra Pradesh, against Rayalabhagya Raju ("**Accused**") under Sections 409 and 420 of the IPC. The Accused cheated the Complainant by misappropriation of the pledged gold ornaments by way of taking out the ornaments for his personal benefit, from those packets which were pledged at our branch due to which the Complainant suffered a total financial loss of ₹3,27,00,000. Pursuant to which a FIR bearing no. 33/2021 dated January 22, 2021 was registered. The charge sheet is filed by the police and the case is yet to be numbered.

2. Our Company ("**Complainant**") filed a criminal complaint in Machavaram Police Station, Andhra Pradesh, against Pasala Bala Balaji and Pasala Naveen Kumar ("**Accused**") under Sections 409 and 420 read with Section 34 and of IPC. Accused cheated the Complainant by taking gold ornaments from 11 gold packets and handed over same other person due to which the Complainant suffered a financial loss of ₹ 29,18,300 and ₹1,50,000. Pursuant to which a complaint bearing crime no. 644/2021 dated October 4, 2021, was registered. Whereas police filed a final report before the court, and it's numbered as CC3174/2021, the same is posted for trial on July 20, 2026.

3. Our Company ("**Complainant**") filed a criminal complaint dated October 1, 2018 against Shijimon, Muhammaed Muzammil, Muneer, Yousaf, Binul Fahad, Majeed, Sainudheen ("**Accused**") at Malappuram Police Station in Malappuram District under Section 420. The Accused cheated the Complainant by pledging spurious gold due to which the Complainant suffered a financial loss of ₹ 10,55,200. The case bearing no. CC1127/2020 is adjourned to October 06, 2026 to repeat summons to the accused.

4. Our Company ("**Complainant**") filed criminal complaints dated February, 10, 2022, March 27, 2022, and another one dated February 27,2023 against Premalatha, Prashandhi, Shiny, Vishnu, Vilasini, Saleem, Padmini, Mohammed Shameer and Rahul Ravi ("**Accused**") at Mannarkkad Police Station in Palakkad district under sections 379, 381, 406,409, 417, 420, 465, 468 and 120 (B) of IPC. The Accused cheated the Complainant and conspired with others, committed misappropriation by replacing gold with spurious one in the accounts of the accused, due to which the Complainant suffered a financial loss of ₹ 33,00,000. Pursuant to the complaint, Mannarkkad police registered Cr 472 /2023 dated June 13, 2023. The final report is yet to be filed.

5. Our Company ("**Complainant**") filed a criminal complaint dated September 4, 2021 against Syed Mohd Ibrahim Khaleelullah, Uppu Rajesh, Kola Bhagyalakshmi ("**Accused**") at L.B Nagar Police Station in Rachakonda district,under sections 406, 420 r/w 34 of IPC. The Accused cheated the Complainant by pledging spurious gold ornaments, due to which the Complainant suffered a financial loss of ₹ 8,93,823. Pursuant to the complaint, L.B Nagar police registered FIR no 1061/2021.The final report is yet to be filed.

6. Our Company ("**Complainant**") filed a criminal complaint dated February 22, 2022 against Mohammad Anwar Khan and Borgu Rameeh ("**Accused**") at KPHB Colony Police Station at

Cyberabad under section 420, 409, 468, 472 r/w 34 of IPC. Accused cheated the Complainant by pledging spurious gold ornaments and misusing KYC documents of customers without their knowledge and consent, due to which the Complainant suffered a financial loss of ₹ 5,00,000. Pursuant to the complaint, KPHB Colony Police registered FIR no Cr 228/22 dated April 01, 2022.Charge sheet filed and case is numbered as CC6640/2022 Presiding officer on leave, hence the case is posted to October 15, 2026 for issuing fresh summons.

7. Our Company ("**Complainant**") filed a criminal complaint against Riswana Naseef and Naseef ("**Accused**") at Kunnamkulam Police Station, Thrissur district,under section 406, 420 and 34 B of IPC. Accused cheated the Complainant by pledging spurious gold weighing 192.20 grams thus causing a financial loss of ₹ 6,21,000 to the Complainant. Pursuant to the complaint, Kunnakulam Police registered Cr no 2079 /2021 against accused dated December 13, 2021. The final report is filed and the case is numbered as CC 1206/2022. The case is posted to October 15, 2026 to issue summons.

8. Our Company ("**Complainant**") filed a criminal complaint dated December 11, 2021 against Sachidananda Samantara ("**Accused**") at Mancheswar Police Station, Bhubaneswar district, under section 420, 467, 468 and 409 of IPC.Accused cheated the Complainant by pledging spurious gold in the name of several persons, thus causing a financial loss of ₹ 8,53,046 to the Complainant. Pursuant to the complaint, Mancheswar Police registered Cr no 422/2021 against the Accused. The final report is yet to be filed.

9. Our Company ("**Complainant**") filed a criminal complaint against Sajitha A.C, Reshma Ravi, Raji. A, Sooraj Indukumar ("**Accused**") at Hill Palace Police Station, Thripunithura, Kerala under sections 406, 468, 379, 381 and 120-B of the IPC. Accused cheated the Complainant by using forged inventory of the gold pledged in the branch as genuine, as well as by forging KYC of the customer. Accused further committed theft of gold weighing 475.639 gram, thus causing a financial loss of ₹ 15,07,730 to the Complainant. Pursuant to the complaint, Hill Palace Police registered Cr no 1588/21 dated December 23, 2021 against the Accused. The final report is yet to be filed.

10. Our Company ("**Complainant**") filed a criminal complaint against Ratheesh, Praveen, Sooraj, Rubeena and Abishek who were the employees ("**Accused**"), at Alathur Police Station in Kerala under sections 465, 471, 420 and 34 of IPC. Accused cheated the Complainant by misappropriating cash through entering excess gold weight in the name of existing customers without their knowledge for their personal gain, thus causing a financial loss of ₹ 30,00,000 to the Complainant. Pursuant to the complaint, Alathur Police registered Cr no 1035/2021 dated December 16, 2021 against the Accused. The case is numbered as CC 682/2023 before Judicial First-Class Magistrate Alathur and posted for hearing of charges on August 31, 2026.

11. Our Company ("**Complainant**") filed a criminal complaint against Yogashree H and Pradeep V ("**Accused**") in Hulimavu Police Station at Bangalore under sections 420 and 34 of IPC. Accused cheated the Complainant by pledging spurious gold weighing 658.10 grams, thus causing a financial loss of ₹ 29,30,800 to the Complainant. Pursuant to the complaint the police registered FIR and the case is numbered as CC26883/22 dated November 30, 2021. The case is posted to August 1, 2026 for evidence.

12. Our Company ("**Complainant**") filed a complaint dated January 7, 2021 against Abdul Rahman, Naresh, Saranya and Anitha ("**Accused**") at K K Nagar Police Station in Chennai under sections 420, 468, 403 and 34 of IPC. Accused cheated the Complainant by pledging spurious gold in relation to 33 loan accounts, siphoned off ₹ 31,94,000 and granted 54 loans which were in excess of the eligibility as per the pledged gold thus causing an overall financial loss of ₹ 37,95,413 to the Complainant. While the Complainant attempted to file a complaint in the KK Nagar Police Station, Chennai the police did not Register the same and the Complainant approached the Judicial Magistrate Court in Saidapet, Chennai which directed the police to

register FIR after satisfying that a cognizable offence has been made out and also directed the concerned Police to file a report within 3 months. The police registered FIR numbered 299/2023 on December 22, 2023. The final report is yet to be filed.

13. Our Company (“**Complainant**”) filed a criminal complaint against Rajitha R ("Accused") at Cherpulassery Police Station in Palakkad District under sections 420 and 406 of IPC. Accused cheated the Complainant by pledging spurious gold, thus causing a financial loss of ₹ 3,40,670 to the Complainant. Pursuant to the complaint the police registered the FIR numbered 311/21 dated July 22, 2021. The final report is filed and the case is numbered as CC 700/21. The case is posted to July 21, 2026 for hearing on charge.

14. Our Company (“**Complainant**”) filed a complaint dated February 17, 2022 against Praveen Kumar ("**Accused**") at Kushaiguda Police Station in Rachakonda District under sections 420 and 406 of IPC. Accused cheated the Complainant by pledging spurious gold and misusing KYC documents of 2 customers without their knowledge, thus causing a financial loss of ₹ 1,24,879 to the Complainant. The case is numbered as CC 2073/22 and the case is posted for Evidence (Examination) on July 07, 2026.

15. Our Company (“**Complainant**”) filed a complaint dated August 14, 2019 against DS Nagaraja Goud ("**Accused**”) at Bowenpally Police Station in Hyderabad under sections 420 and 406 of IPC. Accused cheated the Complainant by pledging spurious gold of 7 packets thus causing a financial loss of ₹ 4,00,000 to the Complainant. The case is numbered as CC 975/20 and is posted for issue summons on July 16, 2026.

16. Our Company (“**Complainant**”) filed a complaint against Mini Martin, Cinjula C, Arun A and Ajaya Jincy (“**Accused**”) in Kanyakumari district under sections 420, 406,409 and 120 B of IPC. Accused cheated the Complainant by pledging spurious gold and misusing KYC documents of customers without their knowledge thus causing a financial loss of ₹ 2,60,00,000. to the Complainant. The FIR is numbered as 36/2023 dated June 07, 2023. The matter is numbered as CC/0001095/2025 posted for evidence on December 30, 2026.

17. Our Company (“**Complainant**”) filed a complaint against Karthika, Sathaya and Saravana ("**Accused**") at CCB Police Station in Coimbatore under sections 420, 406, 409 of IPC. Accused cheated the Complainant by pledging spurious gold and misusing KYC documents of customers without their knowledge, thus causing a financial loss of ₹ 40,80,900 to the Complainant. The FIR is numbered as 19/2022 dated July 30, 2022. Further, the aforesaid persons being the employees of the company also collected in cash an amount of ₹ 72,50,000 from several persons by Issuing them forged Certificates in the name of the company and cheated the company as well as the customers. The amounts were collected as if it was for subscription to the Non-Convertible Debentures (NCDs) issued by the company. The final report has been filed and the case is numbered as CC3587/2025 and the case is posted to issue service on August 03, 2026.

18. Our Company (“**Complainant**”) filed a complaint dated April 23, 2021 against Vasanthi and K.C Raghu ("**Accused**") at Kayamkulam Police Station in Alappuzha district under sections 420, 406, 467, 34 and 477-A of IPC. First Accused cheated the Complainant by conspiring with second Accused, they pledged ornaments of second Accused in the name of other customers by using their KYC, then obtained excess amount through pledges thus causing a financial loss of ₹ 22,18,000 to the Complainant. The case is numbered as CC 149/2022. The case is posted to issue a non-bailable warrant on July 01, 2026.

19. Our Company (“**Complainant**”) filed a complaint dated February 16, 2019 against Imthiyas, Saifulla, Ibran Khan, Syed Rizwan Ahmed, Abdul Majeed, Jinesh Mathew Anu Martian and Johns Lal TT ("**Accused**") at Koramangala Police Station in Bengaluru city under sections 420, 406, 408 and 34 of IPC. The Accused cheated the Complainant by pledging spurious ornaments

thus causing a financial loss of ₹ 7,61,025 to the Complainant. The crime is numbered as CR no 49/19 and the case is numbered as CC 603/19. It is posted on August 03, 2026 for issue of the proclamation.

20. Our Company ("**Complainant**") filed a complaint dated March 21, 2017 against Boby Philip, SL Anto, Dibin Francis ("**Accused**") at Kothamangalam Police Station in Ernakulam district under sections 420 and 34 of IPC. The Accused cheated the Complainant by pledging spurious ornaments thus causing a financial loss of ₹ 1,40,950 to the Complainant. The crime is numbered as CR no 1170/2017 and the case is numbered as CC 604/17. The case is posted for issue summons to witness on July 20, 2026.

21. Our Company ("**Complainant**") filed a complaint against Sreekala and Shanavas ("**Accused**") at Kottarakara Police Station in Kollam district under sections 420, 465, 467 and 34 of IPC. Accused cheated the Complainant by forging documents for releasing gold of another customer without his knowledge thus causing a financial loss of ₹ 11,38,800 to the Complainant. The crime is numbered as CR no 2316/19 and the case is numbered as CC 2685/20 dated August 02, 2019. The case is posted to repeat non-bailable warrant on July 27, 2026.

22. Our Company ("**Complainant**") filed a complaint against Jin Mathew, Sneha Das, Shalini P.B and Aswathy K.S ("**Accused**") at Chengamanad Police Station in Ernakulam district under sections 420, 406, 408 and 34 of IPC. Accused cheated the Complainant by misappropriating gold ornaments by giving more amount than the permissible limit as well as misusing the identity proof of the clients of the Kurumassery branch of the Complainant thus causing a financial loss of ₹ 10,62,837 to the Complainant. The crime is numbered as CR no 1173 /2021 dated December 15, 2021. The case is registered as CC 50/2024 and adjourned for appearance of accused on July 08, 2026.

23. Our Company ("**Complainant**") filed a complaint against Alan John ("**Accused**") at Mala Police Station in Thrissur district under sections 420 of IPC. Accused cheated the Complainant by pledging spurious gold thus causing a financial loss of ₹ 3,03,245 to the Complainant. The crime is numbered as CR 897 /2022 dated August 23, 2022.The Final report is filed and the case is numbered as CC 69/2024. The case is posted on August 18, 2026 for repeat non-bailable warrant.

24. Our Company ("**Complainant**") filed a criminal complaint against Suneesh Chacko, Arun John, Boby Philip and Anus Marakar ("**Accused**"") at Moovattupuzha Police Station in Ernakulam district under sections 468, 471, 420 and 34 of IPC. accused cheated the company by forging KYC for pledging spurious gold thus incurring a loss to the company of ₹ 1,15,000. Pursuant to the complaint the police registered a crime no 1962/20 dated July 28, 2020. Final report filed and the case is numbered as CC 661/2020 is posted for hearing on July 16, 2026.

25. Our Company ("**Complainant**") filed a complaint against Deepa K.G. ("**Accused**") at Kilimanoor Police Station in Trivandrum district under sections 409, 417, 419, 420 and 381 of IPC. accused cheated the company by stealing gold ornaments from the pledged packets of customers by replacing the original gold with spurious gold, thus causing a loss to the company of ₹ 12,00,000. Pursuant to the complaint the police registered a crime no 2038/21 dated October 2, 2021. Charge sheet filed and the case is numbered as CC2390/21. Case is posted for Evidenceon November 16, 2026.

26. Our company filed a criminal complaint against Shivaprakash an employee of the Company's Mysore Road branch, Byatarayanapura police station in Bangalore city under section 409, 420, 465, 468, 463 of IPC. Accused cheated the company by pledging spurious gold and incurred a loss of ₹ 10,09,975. Pursuant to the complaint Byatarayanapura police station has registered a crime 0029/2024 dated January 22, 2024. In pursuance of the same he has paid the loss

amount incurred upon the Company by his act. The final report is yet to be filed and the matter is currently pending.

27. Our company filed a police complaint dated June 27, 2024 against Abhishek Mohapatra, when a notice dated June 18, 2024 from Shree Lingaraj police station in case no 162/2024, U/S 30 IPC, was served on us in our branch by the Police in order to seize the gold articles, as he pledged theft gold at the Samantarapur branch worth ₹1,82,900, which was of Mr Laxmiknta Swain. We have filed CRLMC No.2392 of 2024 before Orissa High Court seeking an order for quashing the notice No.1716/SLR PS dated June 18, 2024 in Shree Lingaraj P.S. Case No.162 dated 17.06.2024, court held that if the properties are not identified as stolen articles and the ownership is not established, then the Investigating Officer shall do well to return the articles to the petitioner. Upon our police complaint the FIR is yet to be filed.

28. Cases filed by the Company under Section 138 of the Negotiable Instruments Act, 1881
The Company has filed various complaints and notices under Section 138 of the Negotiable Instruments Act, 1881 for recovering amounts due from various entities on account of dishonoring of cheques issued by such entities. As of date of this Key Information Document, there are 44 such complaints pending before various Magistrate courts in Kerala. The total amount involved in such cases is approximately ₹1,56,48,625.00.

Against our Company

There are no outstanding criminal litigations filed against our Company.

Tax Proceedings involving our Company

Nature of case	Number of cases outstanding	Amount involved
Direct Tax	1	8,20,05,000
Indirect Tax	Nil	Nil

Regulatory Proceedings involving our Company

Nil

(b) Material outstanding litigations involving our Subsidiary as on the date of this Key Information Document:
Except the following proceeding filed by the Subsidiary, there are no material outstanding civil litigations, criminal litigations, tax litigations or regulatory proceedings involving the Subsidiary as on the date of this Key Information Document.

A. The Subsidiary ("**Complainant**") has filed a complaint dated November 24, 2022, against Bakiyalakshmi ("**Accused**"). Pursuant to the complaint the police registered a FIR bearing number 176 dated September 8, 2023 at Soundarapandiyanar Angadi Police Station in T. Nagar district under section 420, 465, 468 and 471 of IPC. The Accused cheated the Complainant by stealing gold ornaments from the pledged packets of customers and replacing the original gold with spurious gold thus causing a financial loss of ₹14,00,000 to the Complainant.

B. The Subsidiary ("**Complainant**") filed a criminal complaint in Jagatsinghpur police station against the Employees (Accused) as well as the customer Ajay Kumar Sahoo for Pledging spurious gold by colluding with each other resulting in a loss of ₹1,83,000.

C. The Subsidiary ("**Plaintiff**") filed a money suit against Believers NCH Medicity, represented by Mr. Samuel Mathew, with guarantors Mr. Prashant T.P., Mr. Praveen, and Mr. Purushothaman. They obtained a business loan of Rs. 1,00,00,000 (Rupees One Crore) but failed to repay the amount. Consequently, the company has suffered a loss of Rs. 1,46,69,157 (Rupees One Crore Forty-Six Lakh Sixty-Nine Thousand One Hundred and Fifty-Seven). The company has initiated civil proceedings against the above-mentioned persons, pursuant to which CS 39/2026 was filed. The case is posted for return of summons on July 9, 2026.

(c) Material outstanding litigations involving our Directors as on the date of this Key Information Document:

As on the date of this Key Information Document there are no material outstanding civil litigations, criminal litigations, tax litigations or regulatory proceedings involving the Directors of the Company.

(d) Material outstanding litigation or legal or regulatory actions involving our Promoter as of the date of this Key Information Document:

As on the date of this Key Information Document there are no material outstanding civil litigations, criminal litigations, tax litigations or regulatory actions involving the Promoters of the Company.

(e) Material outstanding litigations involving group companies:

As on the date of this Key Information Document there are no material outstanding civil litigations, criminal litigations, tax litigations or regulatory actions involving the group companies.

9. Litigation or legal action pending or taken by any ministry or government department or statutory authority against our Promoter during the last three years immediately preceding the year of the issue of this Key Information Document and any direction issued by any such ministry or department or statutory authority upon conclusion of such litigation or legal action:

There are no litigation or legal action pending or taken by any ministry or government department or statutory authority against our Promoter during the last three years immediately preceding the year of the issue of this Key Information Document and any direction issued by any such ministry or department or statutory authority upon conclusion of such litigation or legal action.

10. Inquiries, inspections or investigations initiated or conducted under the Companies Act or any previous companies' law in the last three years immediately preceding the year of issue of this Key Information Document against our Company and / or our Subsidiary Company (whether pending or not); fines imposed or compounding of offences done by our Company and/ or our Subsidiary in the last three years immediately preceding the year of this Key Information Document:

There are no inquiries, inspections or investigations initiated or conducted under the Companies Act or any previous Companies' law in the last three years immediately preceding the year of issue of this Key Information Document against our Company and/or Subsidiary (whether pending or not); fines imposed or compounding of offences done by our Company and/or Subsidiary in the last three years immediately preceding the year of this Key Information Document.

11. Details of acts of material frauds committed against our Company in the current financial year and last three financial years, if any, and if so, the action that was taken by our Company.

Except as disclosed below, there are no material frauds committed against our Company in the current financial year and last three financial years:

Sl. No	Branch	Date of detection / Date of reporting to RBI	Amount (₹ in thousand)	Modus Operandi & Action Taken	Recovery (₹ in thousand)	Amount written off (₹ in thousand)	Provisions (₹ in thousand)	Action Taken by the Company
1	Samantarapur	27-06-2024	182.90	Customer pledged spurious gold.			182.90	FIR issued
	Total		**182.90**		**-**	**-**	**182.90**	

12. **Summary of reservations, qualifications, emphasis of matter or adverse remarks of auditors during the current and last three Fiscals immediately preceding the year of issue of this Key Information Document and of their impact on the financial statements and financial position of our Company and the corrective steps taken and proposed to be taken by our Company for each of the said reservations or qualifications or emphasis of matter or adverse remarks**:

There are no reservations or qualifications or emphasis of matter or adverse remarks in the audited financial statements for the last three Fiscals preceding this Key Information Document.

13. **Summary of other observations of the auditors during the current and last three Fiscals immediately preceding the year of issue of this Key Information Document and of their impact on the financial statements and financial position of our Company and the corrective steps taken and proposed to be taken by our Company for each of the said observation**:

Other than as disclosed below, there are no other observations of the auditors during the last three Fiscals immediately preceding the year of issue of this Key Information Document and of their impact on the financial statements and financial position of our Company:

Financial Year	Basis of Financial Statements	Summary of Qualifications or reservations or emphasis of matter or adverse remarks or other observations by auditors in the audit report / CARO	Impact on the financial statements and financial position of the Company	Corrective steps taken and proposed to be taken by the Company
2025-26	Consolidated	Nil	Nil	Nil
	Standalone	Nil	Nil	Nil
2024-25	Consolidated	Other Matter: The management of the company identified fraud involving an amount of ₹ 1,82,900/- of which the company has recovered an amount of ₹ Nil /-, ₹ Nil /- has been written off as bad debts in the books of accounts, and the provision created for the balance amount of ₹ Nil /- in the books of accounts. Since it is already identified and reported by the management we have not filed form ADT - 4 in this regard.	A Provision of ₹ 1,82,900 /- has been created for the unrecovered amount, impacting both Profit and Loss account and the Balance Sheet under liabilities	Identified and reported by the management
	Standalone	Other Matter: The management of the company identified fraud involving an amount of ₹ 1,82,900/- of which the company has recovered an amount of ₹ Nil /-, ₹ Nil /- has been written off as bad debts in the books of accounts, and the provision created for the balance amount	A Provision of ₹ 1,82,900 /- has been created for the unrecovered amount, impacting both	Identified and reported by the management

Financial Year	Basis of Financial Statements	Summary of Qualifications or reservations or emphasis of matter or adverse remarks or other observations by auditors in the audit report / CARO	Impact on the financial statements and financial position of the Company	Corrective steps taken and proposed to be taken by the Company
		of ₹ Nil /- in the books of accounts. Since it is already identified and reported by the management we have not filed form ADT - 4 in this regard.	Profit and Loss account and the Balance Sheet under liabilities	
2023-24	Consolidated	Other Matter: The management of the company identified fraud involving an amount of ₹ 3,28,82,700 of which the company has recovered an amount of ₹ 59,00,000, ₹ 2,60,00,000 has been written off as bad debts in the books of accounts, and the provision created for the balance amount of ₹ 9,82,700 in the books of accounts. Since it is already identified and reported by the management we have not filed form ADT - 4 in this regard.	The recovery of ₹ 59,00,000 has positively affected cash flow, while ₹ 2,60,00,000 written off as bad debts has reduced profitability, appearing as an expense in the Profit and Loss account. Additionally, a provision of ₹ 23,82,700 has been created for the unrecovered amount, impacting both the Profit and Loss account and the Balance Sheet under liabilities.	Identified and reported by the management.
	Standalone	Other Matter: The management of the company identified fraud involving an amount of ₹ 3,28,82,700 of which the company has recovered an amount of ₹ 59,00,000, ₹ 2,60,00,000 has been written off as bad debts in the books of accounts, and the provision created for the balance amount of ₹9,82,700 in the books of accounts. Since it is already identified and reported by the management we have not filed form ADT - 4 in this regard.	The recovery of ₹59,00,000 has positively affected cash flow, while ₹2,60,00,000 written off as bad debts has reduced profitability, appearing as an expense in the Profit and Loss account. Additionally, a provision of ₹23,82,700 has been created for the unrecovered amount, impacting both the Profit and Loss account and the	Identified and reported by the management.

Financial Year	Basis of Financial Statements	Summary of Qualifications or reservations or emphasis of matter or adverse remarks or other observations by auditors in the audit report / CARO	Impact on the financial statements and financial position of the Company	Corrective steps taken and proposed to be taken by the Company
			Balance Sheet under liabilities.	

14. **Details of disciplinary action taken by SEBI or Stock Exchanges against the promoters/group companies in the last five financial years, including outstanding action**.

No disciplinary action has been taken by SEBI or Stock Exchanges against the promoters/group companies in the last five financial years immediately preceding the date of this Key Information Document.

15. ***Details* of pending proceedings initiated against the Issuer for economic offences, if any** –

Nil

16. Other than as disclosed below, there have been no material developments since April 1, 2026 and there have arisen no circumstance that materially or adversely affect the operations, or financial condition or profitability of the Company or the value of its assets or its ability to pay its liabilities within the next 12 months.

i. Our Company issued non-convertible debentures on public issue basis, as provided below:

Sr. No.	Debenture Name / Series	ISIN	Amount Accepted During the Period *(₹ in thousands)*	Date of Allotment	Final Maturity Date	Coupon (p.a.) in %	Tenure /Period (Months)	Security	Credit Rating and Outlook
1	1	INE01CYA7369	1,26,597.00	April 28, 2026	May 28, 2027	10	13	Charge against loans and advances including receivables and current assets	ACUITE BBB-STABLE
2	2	INE01CYA7393	58,777.00	April 28, 2026	April 28, 2028	10.5	24	Charge against loans and advances including receivables and current assets	ACUITE BBB-STABLE

Sr. No.	Debenture Name / Series	ISIN	Amount Accepted During the Period (₹ *in thousands)*	Date of Allotment	Final Maturity Date	Coupon (p.a.) in %	Tenure /Period (Months)	Security	Credit Rating and Outlook
3	3	INE01CYA7377	1,12,708.00	April 28, 2026	April 28, 2029	11	36	Charge against loans and advances including receivables and current assets	ACUITE BBB-STABLE
4	4	INE01CYA7385	1,00,384.00	April 28, 2026	April 28, 2031	11.5	60	Charge against loans and advances including receivables and current assets	ACUITE BBB-STABLE
5	5	INE01CYA7401	1,43,362.00	April 28, 2026	May 28, 2027	10.5	13	Charge against loans and advances including receivables and current assets	ACUITE BBB-STABLE
6	6	INE01CYA7344	47,991.00	April 28, 2026	April 28, 2028	11	24	Charge against loans and advances including receivables and current assets	ACUITE BBB-STABLE
7	7	INE01CYA7419	45,191.00	April 28, 2026	April 28, 2029	11.5	36	Charge against loans and advances including receivables and current assets	ACUITE BBB-STABLE

Sr. No.	Debenture Name / Series	ISIN	Amount Accepted During the Period *(₹ in thousands)*	Date of Allotment	Final Maturity Date	Coupon (p.a.) in %	Tenure /Period (Months)	Security	Credit Rating and Outlook
8	8	INE01CYA7427	7,376.00	April 28, 2026	April 28, 2028	10.75	24	Charge against loans and advances including receivables and current assets	ACUITE BBB-STABLE
9	9	INE01CYA7351	13,528.00	April 28, 2026	April 28, 2029	11.25	36	Charge against loans and advances including receivables and current assets	ACUITE BBB-STABLE
10	10	INE01CYA7336	96,817.00	April 28, 2026	April 28, 2032	12.25	72	Charge against loans and advances including receivables and current assets	ACUITE BBB-STABLE
Total			**7,52,731.00**						

ii. Our Company issued subordinated debt, as provided below:

Sr. No.	Subordinated debt Name / Series	ISIN	Amount Accepted During the Period *(₹ in thousands)*	Date of Allotment	Final Maturity Date	Coupon (p.a.) in %	Tenure /Period (Months)	Credit Rating
1	60 - Month 12.5	NA	22,835.00	April 10, 2026	April 10, 2031	12.5	60 - Month	NA
2	60 - Month 13	NA	3,250.00	April 10, 2026	April 10, 2031	13	60 - Month	NA
3	60 - Month 12.5	NA	14,885.00	April 25, 2026	April 25, 2031	12.5	60 - Month	NA
4	60 - Month 13	NA	2,825.00	April 25, 2026	April 25, 2031	13	60 - Month	NA

Sr. No.	Subordinated debt Name / Series	ISIN	Amount Accepted During the Period *(₹ in thousands)*	Date of Allotment	Final Maturity Date	Coupon (p.a.) in %	Tenure /Period (Months)	Credit Rating
5	60 - Month 12.5	NA	32,685.00	May 11, 2026	May 11, 2031	12.5	60 - Month	NA
6	60 - Month 13	NA	3,902.00	May 11, 2026	May 11, 2031	13	60 - Month	NA
7	60 - Month 12.5	NA	17,445.00	May 25, 2026	May 25, 2031	12.5	60 - Month	NA
8	60 - Month 13	NA	3,800.00	May 25, 2026	May 25, 2031	13	60 - Month	NA
9	60 - Month 12.5	NA	15,677.00	June 10, 2026	June 10, 2031	12.5	60 - Month	NA
10	60 - Month 13	NA	6,350.00	June 10, 2026	June 10, 2031	13	60 - Month	NA
11	60 - Month 12.5	NA	26,115.00	June 25, 2026	June 25, 2031	12.5	60 - Month	NA
12	60 - Month 13	NA	8,560.00	June 25, 2026	June 25, 2031	13	60 - Month	NA
Total			**1,58,329.00**					

iii. Our Company has accepted loans from the directors of the Company, as provided below:

Sr. No.	Name of Director	Amount Accepted During the Period (₹ in thousands)	Repayment	Security
1	K G Anilkumar	1,27,708.50	Repayable on demand	Unsecured
	Total	**1,27,708.50**		

iv. Our Company has accepted loans from Financial Institutions, as provided below:

Sr. No.	Lender's Name	Type of Facility	Date of Sanction	Amount Sanctioned *(₹ in thousands)*	Amount Outstanding as on June 30, 2026 *(₹ in thousands)*	Repayment Date/ Schedule	Security	Credit Rating, if applicable	Asset Classification
1	Shriram Finance	Term Loan	April 13, 2026	2,00,000.00	1,93,863.60	Repayment is to be made over a period of 24 months with no moratorium. The term loan of ₹20.00 Crore shall be repayable in 24 monthly instalments of approximately ₹95.69 lakhs each, commencing from 05 June 2026 and ending on 05 May 2028.	Hypothecation of the loan receivables/assets of the borrower company, comprising standard assets as per the Income Recognition, Asset Classification and Provisioning (IRACP) norms prescribed by the Reserve Bank of India, together with such other assets as may be specified in the loan documentation.	NA	Standard

v. The Board of Directors approved two rights issues of equity shares to the existing shareholders in the ratio of 1:4, entitling one rights equity share for every four fully paid-up equity shares held. The record date for both rights issues was May 08, 2026. Pursuant to the first rights issue, 53,20,000 equity shares were allotted on June 01, 2026, and pursuant to the second rights issue, 74,58,356 equity shares were allotted on June 10, 2026. The equity shares were issued at a face value of ₹10 per share with a securities premium of ₹15 per share.