

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

Outsdt No.: _____
Addressed to: _____
Reference No.: MFL/2025-26/KID/03

KEY INFORMATION DOCUMENT

Moneyboxx Finance Limited



("Issuer" / "Company")

CIN: L30007DL1994PLC260191

Permanent Account Number: AAACD8892N

Date and place of incorporation: November 16, 1994 & New Delhi, RBI/SEBI Registration Number: B-14.03301;

Registered Office: 523-A, Somdutt Chamber-II 9, Bhikaji Cama Place, New Delhi, South Delhi, 110066. **Corporate Office:** Block A, DLF Building 8, 4th Floor, DLF Cyber City Gurugram, Haryana-122002, India **Website:** moneyboxxfinance.com

Email: info@moneyboxxfinance.com

Company Secretary & Compliance Officer: Lalit Sharma, Contact details of Compliance Officer: +91 1244488245 &

Compliance@moneyboxxfinance.com

Chief Financial Officer: Deepak Aggarwal, Contact details of Chief Financial Officer: +91 1244488245 &

Compliance@moneyboxxfinance.com

Promoter(s): Name: Moneyboxx Capital Private Limited; Tel. No.: 011-45657452; Email: info@moneyboxxcapital.com;

Name: Mr. Deepak Aggarwal; Tel. No.: 011-45657452; Email: deepakaggarwal@moneyboxxfinance.com;

Name: Ms. Richa Aggarwal; Tel. No.: 011-45657452; Email: info@moneyboxxfinance.com;

Name: Mr. Mayur Modi; Tel. No.: 011-45657452; Email: mayurmodi@moneyboxxfinance.com;

A public limited company incorporated and validly existing under the Companies Act 1956 and validly existing under the Companies Act, 2013.

Key Information Document for issue of Debentures on a private placement basis dated: October 15, 2025

ISSUE OF UP TO 40000 (FORTY THOUSAND) SENIOR, SECURED, LISTED, RATED, TAXABLE, TRANSFERABLE, REDEEMABLE, NON-CONVERTIBLE DEBENTURES EACH HAVING A FACE VALUE OF INR 10,000/- (INDIAN RUPEES TEN THOUSAND ONLY) AGGREGATING TO INR 40,00,00,000/- (INDIAN RUPEES FORTY CRORE ONLY) ("DEBENTURES") COMPRISING OF:

(A) A BASE ISSUE OF 25000 (TWENTY-FIVE THOUSAND) SENIOR, SECURED, LISTED, RATED, TAXABLE, TRANSFERABLE, REDEEMABLE, NON-CONVERTIBLE DEBENTURES EACH HAVING A FACE VALUE OF INR 10,000/- (INDIAN RUPEES TEN THOUSAND ONLY) AGGREGATING TO INR 25,00,00,000/- (INDIAN RUPEES TWENTY FIVE CRORE ONLY); AND



(B) A GREEN SHOE OPTION OF UP TO 15000 (FIFTEEN THOUSAND) SENIOR, SECURED, LISTED, RATED, TAXABLE, TRANSFERABLE, REDEEMABLE, NON-CONVERTIBLE DEBENTURES EACH HAVING A FACE VALUE OF INR 10,000/- (INDIAN RUPEES TEN THOUSAND ONLY) AGGREGATING TO INR 15,00,00,000/- (INDIAN RUPEES FIFTEEN CRORE ONLY) ("GREEN SHOE OPTION"), FOR CASH, AT PAR, IN A DEMATERIALIZED FORM ON A PRIVATE PLACEMENT BASIS (THE "ISSUE") (HEREINAFTER REFERRED TO AS "DEBENTURES") BY MONEYBOXX FINANCE LIMITED (THE "COMPANY") OR ("ISSUER").

This Key Information Document shall be read in conjunction with the General Information Document dated November 08, 2024.




PART A: DISCLOSURES AS PER SEBI NCS Regulations:

Please see below the disclosures as required under the terms of the SEBI NCS Regulations (as defined below):


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S. No.	Particulars	Relevant Disclosure
1.	Details of debenture trustee for the Issue:	<p>Name: IDBI Trusteeship Services Limited</p>  <p>Logo: IDBI Trusteeship Services Ltd</p> <p>Address: IDBI Trusteeship Services Limited, Universal Insurance Building, Ground Floor, Sir P.M. Road, Fort, Mumbai – 400001</p> <p>Telephone Number: 91- 9773989687</p> <p>Fax No.: NA</p> <p>Website: http://www.idbitrustee.com</p> <p>Email address: hardik.shah@idbitrustee.com</p> <p>Contact Person: Mr. Hardik Shah (Senior Manager).</p>
2.	Details of credit Rating Agent for the Issue:	<p>Name: CRISIL Ratings Limited</p>  <p>Logo: An S&P Global Company</p> <p>Address: Crisil House, Central Avenue, Hiranandani Business Park, Powai, Mumbai- 400076</p> <p>Telephone Number: 9819454772</p> <p>Fax No.: NA</p> <p>Website: www.crisil.com</p> <p>Email address: tanu.sharma@crisil.com</p> <p>Contact Person: Ms. Tanu Sharma.</p>
3.	Date of Key Information Document	October 15, 2025
4.	Type of Key Information Document	This Key Information Document is being issued in relation to the private placement issue of Debentures.
5.	The nature, number, price and amount of securities offered and issue size (base issue or green shoe), as may be applicable	<p>Issue Size: up to 40000 (forty thousand) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures each having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) aggregating to INR 40,00,00,000/- (Indian Rupees Forty Crore Only) (“Debentures”) comprising of: (a) a base issue of 25000 (twenty five thousand) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures each having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) aggregating to INR 25,00,00,000/- (Indian Rupees Twenty Five Crore Only); and (b) a green shoe option of up to 15000 (fifteen thousand) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures each having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) aggregating to INR 15,00,00,000/- (Indian Rupees Fifteen Crore Only) (“Green Shoe Option”).</p>

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S. No.	Particulars	Relevant Disclosure
6.	The aggregate amount proposed to be raised through all the stages of offers of non-convertible securities made through the shelf prospectus (applicable only in case of public issuance);	Not Applicable.
7.	Details of Registrar to the Issue:	Name: MAS Services Limited  Logo: Address: T-34, IInd Floor, Okhla Industrial Area, Phase- II, New Delhi 110020, India Telephone Number: +91 11 4132 0335 Fax No.: +91 11 2638 7384 Website: www.masserv.com Email address: info@masserv.com Contact Person: Mr. Sharwan Mangla.
8.	Legal Counsel	Name: Verist Law  Logo: Contact Person: Srishti Ojha Address: Empire Business Centre, 414, Senapati Bapat Marg, Lower Parel, Mumbai, Maharashtra 400013 Email: contact@veristlaw.com Tel: +912266907368 Website: www.veristlaw.in
9.	Merchant Banker / Lead Manager	Name: SKI Capital Services Limited  Logo: Registration No.: INM000012768 Address: 718, Dr. Joshi Road, Karol Bagh, New Delhi – 110005, India Telephone Number: +91-11-45046026 Website: https://www.skicapital.net Email address: dcm@skicapital.net Contact person: Vivek Rana/Manick Wadhwa

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

S. No.	Particulars	Relevant Disclosure
10.	Statutory Auditor	 <p>Logo:</p> <p>Name: Gaur & Associates</p> <p>Address: 516, 5th Floor Laxmi Deep Building, Laxmi Nagar District Centre, Delhi-110092</p> <p>Tel.: 011-450331333 Fax No: N.A. Contact Person: Mukesh Kumar Jain</p> <p>Email address: gaurassociate@hotmail.com, camkjain@hotmail.com</p> <p>Peer review certificate no.: 015852</p> <p>(A copy of the same is attached in Annexure XI of this General Information Document)</p>
11.	Issue Schedule	<p>Issue Opening Date: October 15, 2025</p> <p>Issue Closing Date: October 15, 2025</p> <p>Pay-in Date: October 16, 2025</p> <p>Deemed Date of Allotment: October 16, 2025</p> <p>Redemption Date: October 16, 2027</p>
12.	Credit Rating of the Issue	<p>The Rating Agency has vide its letter dated October 15, 2025, and rating rationale and its press release dated 12th August 2025, assigned a rating of “CRISIL BBB / Stable” (pronounced as “CRISIL Triple B with Stable Outlook”) in respect of the Debentures. Please refer to Annexure I of this Key Information Document for the credit rating letter and rating rationale received from the Rating Agent assigning the credit rating abovementioned and the press release by the Rating Agent in this respect.</p> <p>Link for the press release: Credit Bulletin</p>
13.	All the ratings obtained for the private placement of Issue	<p>Please refer to S.no 10 (<i>Credit Rating of the Issue</i>) above. No other ratings have been obtained for the purposes of this Issue.</p>
14.	The name(s) of the stock exchanges where the securities are proposed to be listed, subject to change	<p>The Debentures are proposed to be listed on the wholesale debt market of the BSE Limited (“BSE”).</p> <p>Please refer to Annexure II (<i>In-Principle approval received from BSE</i>) of the General Information Document for the in-principle approval for listing obtained from <i>BSE</i> in relation to the General Information Document as issued by the Issuer.</p> <p><i>BSE</i> shall be the ‘Designated Stock Exchange’ for the purpose of maintenance of the recovery expense fund prescribed by SEBI under the SEBI Debenture Trustees Master Circular, as may be amended from time to time.</p>
15.	The details about eligible investors;	<p>Has the meaning given to it under Section 2.31 of the Key Information Document.</p>
16.	Coupon rate, coupon payment frequency,	<p>In respect of the Coupon Rate, the Coupon Payment Frequency,</p>

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S. No.	Particulars	Relevant Disclosure		
	redemption date, redemption amount and details of debenture trustee	the Redemption Date and Redemption Amount in respect of the Debentures, please refer to Section 2.31 (<i>Issue Details</i>) of this Key Information Document. The details of Debenture Trustee are provided under S. No. 1 of this table above.		
17.	Nature and issue size, base issue and green shoe option, if any, shelf or tranche size, each as may be applicable	Issue Size: Up to 40000 (forty thousand) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures each having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) aggregating to INR 40,00,00,000/- (Indian Rupees Forty Crore Only) (" Debentures ") comprising of: (a) a base issue of 25000 (twenty five thousand) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures each having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) aggregating to INR 25,00,00,000/- (Indian Rupees Twenty Five Crore Only); and (b) a green shoe option of up to 15000 (fifteen thousand) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures each having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) aggregating to INR 15,00,00,000/- (Indian Rupees Fifteen Crore Only) (" Green Shoe Option ") on a private placement basis.		
18.	Details about underwriting of the issue including the amount undertaken to be underwritten by the underwriters:	Not Applicable.		
19.	Inclusion of a compliance clause in relation to electronic book mechanism and details pertaining to the uploading the Key Information Document on the Electronic Book Provider Platform, if applicable.	The final subscription to the Debentures shall be made by the Eligible Investors through the electronic book mechanism as prescribed by SEBI under the EBP Guidelines by placing bids on the electronic book platform during the Issue period. In case the Eligible Investors are not registered on the Electronic Book Platform (" EBP "), they will have to register themselves as investor on the said platform (as a one-time exercise) and also complete the mandatory KYC verification process. The Eligible Investors should also refer to the operational guidelines of the EBP in this respect. The disclosures required pursuant to the EBP Guidelines are set out hereinbelow: <table border="1" data-bbox="815 1547 1493 2096"> <tr> <td>Details of size of the Issue including green shoe option, if any</td> <td> <p>Total Issue size: Up to 40000 (forty thousand) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures each having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) aggregating to INR 40,00,00,000/- (Indian Rupees Forty Crore Only)</p> <p>Base Issue: 25000 (Twenty Five Thousand) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures each having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) aggregating to INR</p> </td> </tr> </table>	Details of size of the Issue including green shoe option, if any	<p>Total Issue size: Up to 40000 (forty thousand) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures each having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) aggregating to INR 40,00,00,000/- (Indian Rupees Forty Crore Only)</p> <p>Base Issue: 25000 (Twenty Five Thousand) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures each having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) aggregating to INR</p>
Details of size of the Issue including green shoe option, if any	<p>Total Issue size: Up to 40000 (forty thousand) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures each having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) aggregating to INR 40,00,00,000/- (Indian Rupees Forty Crore Only)</p> <p>Base Issue: 25000 (Twenty Five Thousand) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures each having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) aggregating to INR</p>			

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S. No.	Particulars	Relevant Disclosure	
			<p>25,00,00,000/- (Indian Rupees Twenty Five Crore Only);</p> <p>Green Shoe Option: up to 15000 (fifteen thousand) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures each having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) aggregating to INR 15,00,00,000/- (Indian Rupees Fifteen Crore Only)</p>
		Anchor Portion Details	No
		Interest rate parameter	Fixed Coupon
		Bid opening and closing date	<p>Bid opening date: October 15, 2025; and</p> <p>Bid closing date: October 15, 2025.</p>
		Minimum Bid lot	1000 (One Thousand) Debentures (aggregating to INR 1,00,00,000 (Indian Rupees One Crore), and 1 (one) Debenture thereafter.
		Manner of bidding in the Issue	Open Bidding
		Manner of allotment in the Issue	The allotment will be done on Uniform Yield Allotment basis in accordance with EBP Guidelines.
		Manner of settlement in the Issue	Pay-in of funds through Indian Clearing Corporation Limited ("ICCL") and the account details are given in this Key Information Document.
		Settlement cycle	T+1, where T refers to the issue opening date
20.	Specific declaration requested by BSE: non-equity regulatory capital	<p>This issue of Debentures does not form part of non- equity regulatory capital mentioned under Chapter V of the SEBI NCS Regulations.</p> <p>The face value of each Debenture is INR 10,000/- (Indian Rupees Ten Thousand Only).</p>	
21.	Disclosure of filing	<p>Given this is a private placement of non-convertible securities, there shall be no requirement of filing the same with the Registrar of Companies pursuant to the Section 26(4) of the Companies Act, 2013.</p>	
22.	Re-issuance of Debentures	<p>The Issuer reserves the right to make multiple issuances under the same ISIN. Any such issue can be made either by way of creation of a fresh ISIN or by way of issuance under an existing ISIN at premium/par/discount as the case may be.</p>	

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Background

This Key Information Document (as defined below) is related to the issue of up to 40000 (forty thousand) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures each having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) aggregating to INR 40,00,00,000/- (Indian Rupees Forty Crore Only) (“**Debentures**”) comprising of: (a) a base issue of 25000 (twenty five thousand) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures each having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) aggregating to INR 25,00,00,000/- (Indian Rupees Twenty Five Crore Only); and (b) a green shoe option of up to 15000 (fifteen thousand) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures each having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) aggregating to INR 15,00,00,000/- (Indian Rupees Fifteen Crore Only) (“**Green Shoe Option**”). for cash, at par, on a private placement basis by Moneyboxx Finance Limited (the “**Issuer**” or “**Company**”) and contains relevant information and disclosures required for the purpose of issuing of the Debentures and must be read along with the General Information Document issued by the Issuer. The issue of the Debentures comprised in the Issue and described under this Key Information Document has been authorised by the resolutions passed by the shareholders of the Issuer on September 26, 2025, the Board of Directors of the Issuer on August 18, 2025, read with Working Committee Resolution of the board of directors of the Issuer passed on October 10, 2025, and Memorandum and Articles of Association of the Company. Pursuant to the resolution passed by the Company’s shareholders dated September 26, 2025, in accordance with provisions of the Companies Act, 2013, the Company has been authorized to raise funds, by way of issuance of non-convertible debentures, upon such terms and conditions as the Board may think fit for aggregate amounts not exceeding INR 10,00,00,00,000/- (Indian Rupees One Thousand Crores Only). The present issue of Debentures in terms of this Key Information Document is within the limits as prescribed in such relevant resolution.

THIS KEY INFORMATION DOCUMENT IS NEITHER A PROSPECTUS NOR A STATEMENT IN LIEU OF A PROSPECTUS AND DOES NOT CONSTITUTE AN OFFER TO THE PUBLIC GENERALLY TO SUBSCRIBE FOR OR OTHERWISE ACQUIRE THE DEBENTURES TO BE ISSUED UNDER THE ISSUE.

THIS KEY INFORMATION DOCUMENT IS PREPARED AND ISSUED IN CONFORMITY WITH THE SECURITIES AND EXCHANGE BOARD OF INDIA (ISSUE AND LISTING OF NON-CONVERTIBLE SECURITIES) REGULATIONS, 2021, ISSUED VIDE NOTIFICATION NUMBER SEBI/LAD-NRO/GN/2021/ 39 DATED AUGUST 09, 2021, AS AMENDED FROM TIME TO TIME, READ WITH THE CIRCULARS ISSUED THEREUNDER; THE MASTER CIRCULAR FOR ISSUE AND LISTING OF NON-CONVERTIBLE SECURITIES, SECURITISED DEBT INSTRUMENTS, SECURITY RECEIPTS, MUNICIPAL DEBT SECURITIES AND COMMERCIAL PAPER ISSUED BY SECURITIES AND EXCHANGE BOARD OF INDIA, ISSUED VIDE CIRCULAR NO. SEBI/HO/DDHS/PoD1/P/CIR/2024/54 DATED MAY 22, 2024, AS AMENDED FROM TIME TO TIME, THE PRIVATE PLACEMENT OFFER CUM APPLICATION LETTER PURSUANT TO SECTION 42 OF THE COMPANIES ACT, 2013 READ WITH RULE 14 OF THE COMPANIES (PROSPECTUS AND ALLOTMENT OF SECURITIES) RULES, 2014 AND PURSUANT TO SECTION 71 OF THE COMPANIES ACT, 2013 READ WITH RULE 18 OF THE COMPANIES (SHARE CAPITAL AND DEBENTURES) RULES, 2014 (AS APPLICABLE) FOR ISSUE OF NON-CONVERTIBLE DEBENTURES ON A PRIVATE PLACEMENT BASIS. THIS KEY INFORMATION DOCUMENT SHALL BE READ IN CONJUNCTION WITH THE GENERAL INFORMATION DOCUMENT DATED NOVEMBER 08, 2024.

THIS KEY INFORMATION DOCUMENT IS INTENDED TO BE CIRCULATED TO NOT EXCEEDING 200 (TWO HUNDRED) PERSONS IN THE AGGREGATE IN A FINANCIAL YEAR. MULTIPLE COPIES HEREOF GIVEN TO THE SAME ENTITY SHALL BE DEEMED TO BE GIVEN TO THE SAME PERSON AND SHALL BE TREATED AS SUCH. IT DOES NOT CONSTITUTE AND SHALL NOT BE DEEMED TO CONSTITUTE AN OFFER OR AN INVITATION TO SUBSCRIBE TO THE NON-CONVERTIBLE SECURITIES TO THE PUBLIC IN GENERAL.

Particulars	Date
Issue Opening Date	October 15, 2025
Issue Closing Date	October 15, 2025
Pay In Date	October 16, 2025
Deemed Date of Allotment	October 16, 2025

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Listing

The Debentures are proposed to be listed on the wholesale debt market of the BSE. The Issuer has obtained an in-principle approval in relation to the General Information Document from the Stock Exchange on November 08, 2024. A copy of which is attached herewith in **Annexure X** of this Key Information Document.

The Issuer, with prior notice to the Debenture Trustee, may get the Debentures listed on other material stock exchanges as it deems fit. The Issuer shall comply with the requirements of the listing agreement to the extent applicable to it on a continuous basis.

DISCLAIMER IN RESPECT OF THE LEAD MANAGER(S) / MERCHANT BANKER:

The Lead Manager(s) / Merchant Banker(s) accepts no responsibility for any statements or information provided other than those contained in this Key Information Document, or any advertisement or material authorized by or issued at the instance of the Issuer. Any person placing reliance on any other source of information will be doing so entirely at their own risk. The Lead Manager(s) / Merchant Banker(s) does not guarantee the financial performance of the Issuer or the project, nor assumes responsibility for the accuracy, completeness, or adequacy of any opinions expressed herein. Investors are strongly encouraged to make independent decisions after carefully evaluating all available information.

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SECTION 1: DEFINITIONS AND ABBREVIATIONS

Unless the context otherwise indicates or requires and if not otherwise defined in the General Information Document, the following terms shall have the meanings given below in this Key Information Document.

Business Day	shall be any day (other than a Sunday or a public holiday) under Section 25 of the Negotiable Instruments Act, 1881, on which money markets are functioning for general business in Mumbai, India. Additionally, the day on which payment of interest/ redemption with respect to debt securities falls due, it has been decided that interest/ redemption payments shall be made only on the days when the money market is functioning in Mumbai, India. “ Business Days ” shall be construed accordingly.
Conditions Precedent	means the conditions precedent set out under the heading in Section 2.31 (<i>Issue Details</i>) of this Key Information Document.
Conditions Subsequent	Means the conditions subsequent set out in Section 2.31 (<i>Issue Details</i>) of this Key Information Document.
Coupon Payment Dates	means the payment dates as specified in Annexure IV of this Key Information Document.
Coupon Rate	10.25% (ten decimal two five percent) per annum payable monthly.
Debenture Trust Deed	means the trust deed executed / to be executed by and between the Debenture Trustee and the Issuer which will set out the terms upon which the Debentures are being issued and shall include the representations and warranties and the covenants to be provided by the Issuer dated on or around the date of this Key Information Document.
Debenture Trustee	IDBI Trusteeship Services Limited, a copy of the consent letter has been annexed hereto in Annexure II of this Key Information Document. Further, a copy of the due diligence certificate is set out in Annexure VII of this Key Information Document hereto.
Debenture Trustee Appointment Agreement	means the agreement executed by and between the Debenture Trustee and the Issuer for the purposes of appointment of the Debenture Trustee to act as debenture trustee in connection with the issuance of the Debentures dated October 11, 2025
Debentures	Issue of up to 40000 (forty thousand) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures each having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) aggregating to INR 40,00,00,000/- (Indian Rupees Forty Crore Only) (“ Debentures ”) comprising of: (a) a base issue of 25000 (twenty five thousand) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures each having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) aggregating to INR 25,00,00,000/- (Indian Rupees Twenty Five Crore Only); and (b) a green shoe option of up to 15000 (fifteen thousand) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures each having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) aggregating to INR 15,00,00,000/- (Indian Rupees Fifteen Crore Only) (“ Green Shoe Option ”) on a private placement basis, pursuant to the terms of the General Information Document read along with this Key Information Document.
Deed of Hypothecation	shall mean the unattested deed of hypothecation dated on or around the date of the Debenture Trust Deed to create a first ranking exclusive, current and continuing charge over the Hypothecated Assets, to be executed between the Issuer and the Debenture Trustee to secure the Payment Obligations in relation to the Debentures.
Deed of Personal Guarantee	shall mean the deed of personal guarantee dated on or around the date of the Debenture Trust Deed to be executed by the Personal Guarantors in favor of the Debenture Trustee for securing the Secured Obligations.
Deed of Corporate Guarantee	shall mean the deed of corporate guarantee dated on or around the date of the Debenture Trust Deed to be executed by the Corporate Guarantor(s) in favor of the Debenture Trustee for securing the Secured Obligations.
Deemed Date of Allotment	shall mean the date on which the Debentures shall have been deemed to be allotted to the Debenture Holders – October 16, 2025
Eligible Investors	has the meaning given to it under Section 2.31 of the Key Information Document.

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Events of Default	means the events of default set out in Section 3.2 (<i>Events of Default</i>) of this Key Information Document, and “Event of Default” shall be construed accordingly.
Final Redemption Date	October 16, 2027
Financial Indebtedness	means any indebtedness for or in respect of: <ul style="list-style-type: none"> (a) moneys borrowed; (b) any amount raised by acceptance under any loan or credit facility; (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument; (d) any amount payable for redemption of any redeemable preference share which: <ul style="list-style-type: none"> i. is redeemable at the option of the Company; or ii. according to the terms of its issue, is redeemable prior to the maturity of the Debentures; (e) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with Indian Accounting Standards, be treated as a finance or capital lease; (f) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis); (g) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing; (h) the acquisition cost of any asset or service to the extent payable before or after its acquisition or possession by the party liable where the advance or deferred payment: <ul style="list-style-type: none"> i. is arranged primarily as a method of raising finance or of financing the acquisition of that asset or service or the construction of that asset or service, or ii. involves a period of more than six months before or after the date of acquisition or supply, and iii. any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value shall be taken into account); (i) any counter-indemnity obligation in respect of a guarantee by the Company, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; (j) any obligation under any call or put option arrangement in respect of any shares or any form of guarantee or indemnity in respect of any call or put option arrangement; and (k) without double counting, the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (j) above.
General Information Document	means the General Information Document issued by the Issuer dated November 08, 2024, for the purpose of issue of the non- convertible securities on a private placement basis in accordance with Applicable Laws.
Guarantors	Mr. Mayur Modi & Mr. Deepak Aggarwal.
Hypothecated Assets	has the meaning given to it in Section 2.31 (<i>Issue Details</i>).
Crisil Rating/ CRISIL	shall mean CRISIL Ratings Limited, a company incorporated under the Companies Act, 1956 and validly existing under the Companies Act, 2013 with corporate identification number U67100MH2019PLC326247, having its registered office at Crisil House, Central Avenue, Hiranandani Business Park, Powai, Mumbai- 400076, India.
Issue	means the private placement of the Debentures.
Issue Closing Date	October 15, 2025
Issue Opening Date	October 15, 2025
Key Information Document	This Key Information Document dated October 15, 2025
Material Adverse Effect	means any event, circumstance, occurrence or condition which in the sole opinion of the Debenture Trustee (acting on the written instructions or consent of Majority Debenture Holders), has caused, as of any date of determination or could reasonably expect to cause, a material and adverse effect in: <ul style="list-style-type: none"> i. the business, operations, property, assets, condition (financial or otherwise) or prospects of the Issuer; or ii. the rights or remedies of the Debenture Trustee acting for the benefit of the Debenture Holders under any other Transaction Document

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	<ul style="list-style-type: none"> iii. the ability of the Issuer to perform its obligations under any Transaction Documents or affects the validity of the Transaction Documents or any other related document to which the Issuer is or will be a party; or iv. the legality or validity or enforceability of the Transaction Documents or any other related document or the rights or remedies of Debenture Holder(s) thereunder; or v. legality or validity or enforceability of, or the effectiveness or ranking of any Transaction Security granted or purporting to be granted pursuant to any of, the Security Documents; or vi. any other effect or change which adversely affects the interest of the Debenture Holder(s) or the Debenture Trustee;
Majority Debenture Holders	shall mean, such number of Debenture Holders collectively holding more than 50% (fifty percent) of the value of the Outstanding Principal Amounts of the Debentures for the time being outstanding.
Merchant Banker / Lead Manager(s)	shall mean SKI Capital Services Limited, a company incorporated under the provisions of the Companies Act, 1956 and validly existing under the provisions of the Companies Act, 2013 with corporate identification number - U74899DL1993PLC054443, having its registered office at 718, Dr. Joshi Road, Karol Bagh, New Delhi – 110005, India.
Moneyboxx Capital Private Limited	shall mean a company incorporated under the Act having corporate identification number U65999DL2018PTC328819 and having its registered office at 523-A, Somdutt Chamber-II, 9, Bhikaji Cama Place, New Delhi, 110066, India.
Net Worth	has the meaning given to it in the Act.
Outstanding Amounts	means the Outstanding Principal Amounts, together with all interest, fees, costs, commissions, charges, Trustee fees and other amounts due and payable by the Company under or in respect of the Debenture Trust Deed or any Transaction Document.
Outstanding Principal Amount	means the Outstanding Principal Amounts, together with all interest, fees, costs, commissions, charges, Trustee fees and other amounts due and payable by the Company under or in respect of the Debenture Trust Deed or any Transaction Document.
Payment Default	means any event, act or condition which, with notice or lapse of time, or both, would constitute an Event of Default under paragraph (i) under the section named "Events of Default" under Section 3.2 (<i>Events of Default</i>) of this Key Information Document.
Payment Obligations	means all present and future obligations (whether actual or contingent and whether owed jointly or severally or in any capacity whatsoever) of the Company to the Debenture Holders or the Debenture Trustee under 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.
Personal Guarantors	shall mean Mr. Mayur Modi aged 45 years, having PAN No. AJGPM2214B and residing at B901, Gundecha Trillium, Thakur Village, Kandivali – East, Mumbai, Maharashtra – 400101 and Mr. Deepak Aggarwal aged 44 years, having PAN No. ADKPA2836K and residing at House No B-18/11, 2nd Floor Phase 1, DLF, Sikanderpur Ghosi, Gurgaon, Haryana - 122002, India.
Private Placement Offer cum Application Letter/ PPOAL	The offer cum application letter prepared in compliance with Section 42 of the Companies Act, 2013 read with the Companies (Prospectus and Allotment of Securities) Rules, 2014.
Promoter & Promoter Group	<ul style="list-style-type: none"> • Mr. Mayur Modi (DIN: 08021679) • Mr. Deepak Aggarwal (DIN: 03140334) Such Promoter group shall have the meaning as defined under Companies Act, 2013 and the SEBI Regulations.
Purpose	<p>The proceeds of the Issuance will be utilized for the following purposes:</p> <ul style="list-style-type: none"> i. General corporate purposes ii. for the ordinary course of business of the Issuer including repayment/re-financing of existing debt and onward lending <p>Provided that no part of the proceeds shall be utilized directly/indirectly towards the following:</p> <ul style="list-style-type: none"> (a) any capital market instrument such as equity and equity linked instruments or any other capital market related activities (b) any real estate activity; (c) any speculative purposes; or

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	<p>(d) in contravention of any guidelines, rules or regulations of the RBI applicable to non-banking financial companies.</p> <p>(e) any purpose, that is not eligible for the providing of financing by banks to non-banking financial companies for bank finance to non-banking financial companies, or, which results in a breach of the RBI's master circular no. RBI/2024-25/24 DOR.CRE.REC.No.17/21.04.172/2024-25 dated April 24, 2024 on "Bank Finance to Non-Banking Financial Companies (NBFCs)"; and</p> <p>PROVIDED HOWEVER, the Company shall be entitled to temporarily invest the funds raised by the Issue in liquid mutual funds and deposits held with scheduled commercial banks until the utilization of the funds raised for the intended Purpose.</p>
R&T Agent/Registrar	shall mean MAS Services Limited, a company incorporated under the Companies Act, 1956 and validly existing under the Companies Act, 2013 with corporate identification number U74899DL1973P LC006950 and having its registered office at T-34, 2nd Floor, Okhla Industrial Area, Phase - II, New Delhi, Delhi -110020, India.
Rating	"CRISIL BBB / Stable" assigned by the Rating Agent.
Rating Agent	shall mean CRISIL as prescribed in Section 1 of this Key Information Document.
Record Date	means the date falling 15 (Fifteen) calendar days prior to the Coupon Payment Date or the Redemption Date
Redemption Date	means each of the Final Redemption Date and the dates on which a Redemption Payment is required to be made as more particularly set out in Annexure IV this Key Information Document.
Redemption Payment	means the payment of the Outstanding Principal Amounts of the Debentures on the Redemption Dates (including the Final Redemption Date) or any other date in accordance with then Debenture Trust Deed.
Register of Beneficial Owners	means the register of beneficial owners of the Debentures maintained in the records of the Depositories.
Security Cover	has the meaning given to it in the Section 2.31 (<i>Issue Details</i>).
Stock Exchange	shall mean BSE
Transaction Documents	The documents executed or to be executed in relation to the issuance of the Debentures as more particularly set out in Section 2.31 of this Key Information Document.
Transaction Security	has the meaning given to it in the Section 2.31 (<i>Issue Details</i>).
WDM	Wholesale Debt Market segment of the BSE.

** Capitalized terms used herein but not defined in this Key Information Document shall have its meaning as given in the Debenture Trust Deed.

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SECTION 2: REGULATORY DISCLOSURES

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

2.1 Details of Promoters of the Issuer Company

Please refer to Section 5 (*Regulatory Disclosures*) of the General Information Document for the details of the promoters of the Issuer.

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

The Rating Agent has assigned a rating of "BBB/Stable" (pronounced as "BBB (Stable)") to the Debentures. The rating letter from the Rating Agent and the rating rationale from the Rating Agent along with the detailed press release is provided in Annexure I of this Key Information Document.

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

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

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

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





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

The Issuer shall create the Recovery Expense Fund in accordance with the Master Circular for Debenture Trustees with the BSE. In this regard, please also refer to the section on "*Creation of recovery expense fund*" under **Section 3.33 (Issue Details)** below.

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

S. No.	Name	Details
1.	Legal Counsel	 Verist Law Address: The Empire Business Centre, 414 Senapati Bapat Marg, Lower Parel, Mumbai – 400013, Maharashtra Website: https://www.veristlaw.in/ Email: srishti.ojha@veristlaw.com Telephone Number: +91 2266 907 368 Contact Person: Srishti Ojha

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2.	Merchant banker and Co-managers to the issues	 <p>SKI CAPITAL SERVICES LIMITED Address: 718, Dr Joshi Road, Karol Bagh, New Delhi- 110005 Tel No. +91-011-41189899 Contact Person: Mr. Manick Wadhwa Email: dcm@skicapital.net Website: https://www.skicapital.net/</p>
3.	Sponsor Bank	Not applicable as this is a private placement of non-convertible debentures
4.	Guarantor	Mr. Deepak Aggarwal & Mr. Mayur Modi
5.	Debenture Trustee:	<p>Name: IDBI Trusteeship Services Limited</p>  <p>Logo: IDBI Trusteeship Services Ltd</p> <p>Address: IDBI Trusteeship Services Limited, Universal Insurance Building, Ground Floor, Sir P.M. Road, Fort, Mumbai – 400001 Telephone Number: 9773989687 Fax No.: NA Website: http://www.idbitrustee.com Email address: hardik.shah@idbitrustee.com Contact Person: Mr. Hardik Shah</p>
6.	Register and Transfer Agent	<p>Name: MAS Services Limited</p>  <p>Logo: MASS</p> <p>Address: T-34, IInd Floor, Okhla Industrial Area, Phase- II, New Delhi 110020, India Telephone Number: +91 11 4132 0335 Fax No.: +91 11 2638 7384 Website: www.masserv.com Email address: info@masserv.com Contact Person: Mr. Sharwan Mangla.</p>
7.	Credit Rating Agency	<p>Name: CRISIL Ratings Limited</p>  <p>Logo: An S&P Global Company</p> <p>Address: Crisil House, Central Avenue, Hiranandani Business Park, Powai, Mumbai- 400076</p> <p>Telephone Number: 9819454772 Fax No.: NA Website: www.crisil.com Email address: tanu.sharma@crisil.com Contact Person: Ms. Tanu Sharma.</p>
8.	Auditors	 <p>Logo: CA</p> <p>Name: Gaur & Associates Address: 516, 5th Floor Laxmi Deep Building, Laxmi Nagar District</p>

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		Centre, Delhi-110092 Tel.: 011-450331333 Fax No: N.A. Contact Person: Mukesh Kumar Jain Email address: gaurassociate@hotmail.com, camkjain@hotmail.com Peer review certificate no.: 015852
9.	Valuation Agency	Not Applicable

2.6 About the Issuer

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

Please refer to Section 5 (*Regulatory Disclosures*) of the General Information Document for the details about the Issuer.

b. Structure of the group

Please refer to Section 5 (*Regulatory Disclosures*) of the General Information Document for the details about the Issuer.

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

Please refer to Section 5 (*Regulatory Disclosures*) of the General Information Document for the details about the Issuer.

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

If the issuer provides the details of branches or units in the form of a static QR code and web link, the details of the said branches or units shall be provided to the debenture trustee as well and kept available for inspection as specified in clause (10) (g) of paragraph XXXIV of this Section to this Key Information Document. A checklist item in the 'Security and Covenant Monitoring System' shall also be included for providing information about branches or units of the issuer to the debenture trustee and confirmation of the same by the debenture trustee.

Please refer to Section 5 (*Regulatory Disclosures*) of the General Information Document for the details about the Issuer.

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

The proceeds of the Issuance will be utilized for the following purposes: (a) General corporate purposes; and (b) for the ordinary course of business of the Issuer including repayment/re-financing of existing debt and onward lending. In this regard, please also refer to the **Section 3.33** (*Issue Details*) below.

2.7 Expenses of the issue:

S. No.	Particulars of Expenses	Amount	Percentage of total Expenses (%)	Percentage of total issue size (%)
1	Lead Manager Fees	0	0.00	0.00
2	Underwriting Commission	0	0.00	0.00
3	Brokerage, selling commission and upload fees	0	0.00	0.00

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4	Fees payable to the registrar to the issue	42000	5.43	0.01
5	Fee Payable to Legal Counsel	170000	21.96	0.04
6	Advertising and marketing expenses	0	0.00	0.00
7	Fees payable to the regulators including stock exchange (Listing Fees + SEBI Fees)	140000	18.09	0.03
8	Expenses incurred on printing and distribution of issue Stationary	0	0.00	0.00
9	Any other fees, commission or payments under whatsoever nomenclature	422000	52.52	0.10
	Total	774000		

2.8 Issue schedule

PARTICULARS	DATE
Issue Opening Date	October 15, 2025
Issue Closing Date	October 15, 2025
Pay In Date	October 16, 2025
Deemed Date of Allotment	October 16, 2025
Date of earliest closing of the issue, if any	NA

2.9 Financial Information

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

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

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

- Such listed issuers shall disclose a comparative key operational and financial parameter on a standalone and consolidated basis, certified by the statutory auditor(s) who holds a valid certificate issued by the Peer Review Board of the Institute of Chartered Accountants of India, for the last three completed years in the offer document.
- The scanning of such static quick response code or clicking on the weblink, shall display the audited financial statements for last three financial years of such issuer on the website of the stock exchange where such data is hosted.

Please refer to Weblink - <https://moneyboxxfinance.com/financial-results> for the audited financial statements of the Issuer for the Financial Years ended March 31, 2025, March 31, 2024, and March 31, 2023 and limited review as on June 30, 2025.

The unaudited financial statements (limited review) for the period ended 30th June, 2025:
Weblink - <https://moneyboxxfinance.com/financial-results>

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

- b) **Listed issuers (whose debt securities or specified securities are listed on recognised stock exchange(s)) in compliance with the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, may disclose unaudited financial information for the stub period in the format as prescribed therein with limited review report in the General Information Document, as filed with the stock exchanges, instead of audited financial statements for stub period, subject to making necessary disclosures in this regard in General Information Document including risk factors.**

Please refer to Weblink - <https://moneyboxxfinance.com/financial-results> for the audited financial statements of the Issuer for the Financial Years ended March 31, 2025, March 31, 2024, and March 31, 2023 and limited review as on June 30, 2025.

The unaudited financial statements (limited review) for the period ended 30th June, 2025:
Weblink - <https://moneyboxxfinance.com/financial-results>

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

- i. The issue is made on the EBP platform irrespective of the issue size; and
- ii. The issue is open for subscription only to Qualified Institutional Buyers.

Not Applicable.

- d) The above financial statements shall be accompanied with the Auditor's Report along with the requisite schedules, footnotes, summary etc.
- e) **Key Operational and Financial Parameters for the last 3 audited years on a consolidated basis (wherever available) and on a standalone basis, as on March 31, 2025:**

Standalone Basis

(in Crores)

Particulars	31.03.2023	31.03.2024	31.03.2025	30.06.2025
	BALANCE SHEET			
Assets				
Property, Plant and Equipment	4.23	6.59	9.78	9.60
Financial Assets	312.78	638.69	892.42	916.45
Non-financial Assets excluding property, plant and equipment	13.88	23.89	41.57	40.97
Total Assets	330.89	669.16	943.77	967.02
Liabilities				
Financial Liabilities	252.21	489.67	679.79	702.96
-Derivative financial instruments				
-Trade Payables	1.19	1.79	2.54	0.84
-Debt Securities	20.15	79.34	217.83	284.19
-Borrowings (other than Debt Securities)	211.21	357.93	411.76	383.96
-Subordinated liabilities	6.63	6.64	6.66	6.67
-Other financial liabilities	13.02	43.96	40.99	27.29
Non-Financial Liabilities	2.28	10.64	3.26	2.43
-Current tax liabilities (net)	0.00	0.00	0.00	0.00
-Provisions	0.47	0.97	0.00	0.05

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Particulars	31.03.2023	31.03.2024	31.03.2025	30.06.2025
-Deferred tax liabilities (net)	0.00	0.00	0.00	0.00
-Other non-financial liabilities	1.81	9.67	3.26	2.38
Equity (Equity Share Capital and Other Equity)	76.40	168.85	260.72	261.63
Total Liabilities and Equity	330.89	669.16	943.77	967.02
PROFIT AND LOSS				
Revenue from operations	50.41	127.69	198.94	59.02
Other Income	0.03	0.27	0.28	0.09
Total Income	50.44	127.96	199.23	59.12
Total Expense	60.38	117.41	196.27	58.68
Profit after tax for the year	-6.80	9.14	1.25	0.25
Other Comprehensive income	0.11	-0.18	-0.11	0.00
Total Comprehensive Income	-6.69	8.96	1.13	0.25
Earnings per equity share (Basic)	-2.94	3.45	0.39	0.07
Earnings per equity share (Diluted)	-2.94	3.40	0.39	0.07
Cash Flow				
Net cash from / used in(-) operating activities	-124.42	-29.11	-224.90	-15.13
Net cash from / used in(-) investing activities	-10.51	-39.05	-11.47	-76.17
Net cash from / used in (-) financing activities	185.42	37.87	277.51	37.69
Net increase/decrease (-) in cash and cash equivalents	50.50	-30.30	41.15	-53.61
Cash and cash equivalents as per Cash Flow Statement as at end of Half Year	56.58	95.98	137.13	83.52
Additional Information				
Net worth	76.40	168.85	260.72	261.63
Cash and cash equivalents	56.58	95.98	137.13	
Loans	243.35	490.11	678.73	676.53
Loans (Principal Amount)	243.35	490.11	678.73	676.53
Total Debts to Total Assets	0.72	0.66	0.67	0.70
Interest Income	48.80	107.61	170.60	50.44
Interest Expense	21.68	42.81	63.31	20.60
Impairment on Financial Instruments	3.39	7.11	28.13	8.34
Bad Debts to Loans	-			
% Stage 3 Loans on Loans (Principal Amount)	0.83%	2.78%	6.61%	7.28%
% Net Stage 3 Loans on Loans (Principal Amount)	0.42%	1.41%	3.42%	3.78%
Tier I Capital Adequacy Ratio (%)	29.04%	27.81%	29.04%	28.00%
Tier II Capital Adequacy Ratio (%)	1.91%	0.48%	0.21%	0.15%

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

Nature of Liability (In Crores)	As at 31.03.2024	As at 31.03.2025
Corporate Guarantee	30.02	21.81

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

NA

2.10 BRIEF HISTORY OF THE ISSUER

i. Share Capital

Details of Share Capital as at last quarter ended on September 30, 2025 is given below:

Share Capital	Amount (INR) (Lakhs)
Authorised	
Equity Share Capital	4,000,
Preference	NA
TOTAL	4,000
Issued, Subscribed and Paid-up Share Capital	
Equity Shares	3,270
Preference Shares	NA
TOTAL	3,270

ii. Change in Capital Structure

Change in the capital structure as on last quarter ended on September 30, 2025, for the preceding three financial years and current financial year

Date (AGM / EGM)	Existing Capital	Revised Capital	Remark
September 19, 2022-AGM	Rs. 25,00,00,000	Rs. 30,00,00,000	The Authorized Capital of the Company increased from Rs. 25,00,00,000 divided into 2,50,00,000 Equity Shares of Rs. 10/- (Rupees Ten) each to Rs. 30,00,00,000 divided into 3,00,00,000 Equity Shares of Rs. 10/- (Rupees Ten) each.
December 08, 2023 EGM	Rs. 30,00,00,000	Rs. 40,00,00,000	The Authorized Capital of the Company increased from Rs. 30,00,00,000 divided into 3,00,00,000 Equity Shares of Rs. 10/- (Rupees Ten) each to Rs. 40,00,00,000 divided into 4,00,00,000 Equity Shares of Rs. 10/- (Rupees Ten) each

iii. History of Equity Share Capital

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

Date of allotment	No. of Equity shares	Face Value in INR)	Issue price (in INR)	Premium	Consideration (Cash, other than cash etc.)	Nature of Allotment	Cumulative			Remarks
							No. of equity shares	Equity Share Capital (in INR)	Equity Share Premium (in INR)	
November 25, 2019	16,74,34,59	10/-	10/-	0	1,67,43,460.00	Bonus Issue	1,84,17,805	18,41,78,050	2,17,95,410	-
February	16,63,846	10/-	70/-	60/-	11,64,69,220.	Preference	2,00,81,65	20,08,16,5	10,48,82,710	-

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Date of allotment	No. of Equity shares	Face Value in INR)	Issue price (in INR)	Premium	Consideration (Cash, other than cash etc.)	Nature of Allotment	Cumulative			Remarks
							No. of equity shares	Equity Share Capital (in INR)	Equity Share Premium (in INR)	
12, 2020					00	al Allotment	1	10		
December 31, 2021	15,17,847	10/-	95/-/-	85/-	14,41,95,465.00	Preferential Allotment	2,15,99,498	21,59,94,980	22,95,83,000	-
June 02, 2022	18,05,851	10/-	115/-	95/-	20,76,72,865.00	Preferential Allotment	2,34,05,349	23,40,53,490	41,91,97,355	-
March 31, 2023	15,16,011	10/-	160/-	150/-	24,25,61,760	Preferential Allotment	2,49,21,360	24,92,13,600	67,10,82,000	-
April 21, 2023	72,900	10/-	95/-	85/-	69,25,500.00	Employee Stock Option Plan	2,49,94,260	24,99,42,600	67,72,78,500	-
September 28, 2023	6,00,000	10/-	115/-	95/-	6,90,00,000.00	Allotment of Equity Shares upon conversion of Warrants	2,55,94,260	25,59,42,600	74,02,78,500	-
December 19, 2023	43,12,001	10/-	172/-	162/-	74,16,64,172.00	Preferential Allotment	2,99,06,261	29,90,62,610	74,16,64,172	-
February 26, 2024	15,375	10/-	115/-	95/-	17,68,125.00	Employee Stock Option Plan	2,99,21,636	29,92,16,360	1,43,88,22,235	-
March 28, 2024	5,70,000	10/-	115/-	95/-	6,55,50,000.00	Allotment of Equity Shares upon conversion of Warrants	3,04,91,636	30,49,16,360	1,44,04,36,610	-
May 03, 2024	66,475	10/-	95/-	85/-	63,15,125.00	Employee Stock Option Plan	30,5,58,111	30,55,81,110	1,44,22,66,000	-
September 19, 2024	20,79,589	10/-	302.20/-	192.20/-	62,84,51,795.80	Preferential Allotment	3,26,37,700		1,44,79,16,375	-
January 30, 2025	13,200	10/-	105/-	95/-	13,86,000.00	Employee Stock Option	January 30, 2025		2,03,18,28,000	-
April 07, 2025	18,750	10/-	95/-	85/-	1,781,250.00	Employee Stock Option Plan	April 07, 2025	18,750	2,03,61,88,750.00	-

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Date of allotment	No. of Equity shares	Face Value in INR)	Issue price (in INR)	Premium	Consideration (Cash, other than cash etc.)	Nature of Allotment	Cumulative			Remarks
							No. of equity shares	Equity Share Capital (in INR)	Equity Share Premium (in INR)	
May 20, 2025	34,950	10/-	95/-	85/-	3,320,250.00	Employee Stock Option Plan	May 20, 2025	34,950	2,03,91,60,000.00	-

iv. Amalgamation/ Acquisition

Details of any Acquisition or Amalgamation with any entity in the preceding one year: [Nil]

v. Reorganization or Reconstruction

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

Type of Event	Date of Announcement	Date of Completion	Details
Nil			

vi. Details Of the Shareholding Of The Company As On The Latest Quarter End

Details of the shareholding of the Company as at the latest quarter end, i.e., September 30, 2025 as per the format specified under the listing regulations: -

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

Category (I)	Category of shareholder (II)	Number of shareholders (III)	Number of fully paid-up Equity Shares held* (IV)	Number of Partly paid-up Equity Shares held (V)	Number of shares underlying Depository Receipts (VI)	Total number of shares held (VII) = (I) + (V) + (VI)	Shareholding as a % of total number of shares (calculated as per SCRR, 1957) (VIII) As a % of (A+B+C2)	Number of Voting Rights held in each class of securities (IX)			Number of shares Underlying Outstanding convertible securities (including Warrants) (X)	Shareholding, as a % assuming full conversion of convertible securities (as a percentage of diluted share capital) (XI) = (VII) + (X) As a % of (A+B+C2)	Number of Locked in shares (XII)	Number of Shares pledged or otherwise encumbered (XIII)	Number of Equity Shares held in dematerialized form (XIV)					
								Number of Voting Rights		Total as a % of (A+B+C)					Number (a)	As a % of total Shares held (b)	Number (a)	As a % of total Shares held (b)		
								Class: Equity Shares	Total										Number (a)	As a % of total Shares held (b)
								Class X	Class Y											
(I)	(II)	(III)	(IV)	(V)	(VI)	(VII)	(VIII)	(IX)		(X)	(XI)	(XII)	(XIII)	(XIV)						
(A)	Promoter and Promoter Group	4	1,45,83,028	1,45,83,028	4,459.00	1,45,83,028	4,459.00	15,27,000		1,61,10,028	4,296.00	5,70,000	391	1,45,83,028	--	--				
(B)	Public	4,034	1,81,21,572	1,81,21,572	5,541.00	1,81,21,572	5,541.00	22,10,745	10,60,000	2,13,92,717	5,704.00			1,81,21,529						
(C)	Non Promoter-Non Public																			
(C1)	Shares underlying depository receipts																			
(C2)	Shares held by employee trusts																			
	Total (A+B+C)	4,038	3,27,04,600	3,27,04,600	10,000.00	3,27,04,600	10,000.00	37,37,745	10,60,000	3,75,02,745	10,000.00	5,70,000	174	3,27,04,557						

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

Category (I)	Category of shareholder (II)	Number of shareholders (III)	Number of fully paid-up Equity Shares held* (IV)	Number of Partly paid-up Equity Shares held (V)	Number of underlying Depository Receipts (VI)	Total number of shares held (VII) = (I) + (V) + (VI)	Shareholding as a % of total number of shares (calculated as per SCRR, 1957) (VIII) As a % of (A+B+C2)	Number of Voting Rights held in each class of securities (IX)			Number of underlying Outstanding convertible securities (including Warrants) (X)	Shareholding, as a % assuming full conversion of convertible securities (as a percentage of diluted share capital) (XI) = (VII) + (X) As a % of (A+B+C2)	Number of Locked in shares (XII)	Number of Shares pledged or otherwise encumbered (XIII)	Number of Equity Shares held in dematerialized form (XIV)					
								Number of Voting Rights		Total as a % of (A+B+C)					Number (a)	As a % of total Shares held (b)	Number (a)	As a % of total Shares held (b)		
								Class: Equity Shares	Total										Number (a)	As a % of total Shares held (b)
								Class X	Class Y											
(I)	(II)	(III)	(IV)	(V)	(VI)	(VII)	(VIII)	(IX)			(X)	(XI)	(XII)	(XIII)	(XIV)					
				,600		,600														

vii. **Top 10 shareholders of the Company**

The list of top 10 holders of equity shares of the Company as on the latest quarter ended September 30, 2025;

S. No.	Name of the shareholders	Total no. of Equity shares	No. of shares in demat form	Total shareholding as % of total no. equity shares
1	MONEYBOXX CAPITAL PVT LTD	1,34,06,028	1,34,06,028	40.99
2	ALPNA GUPTA	771903	771903	2.36
2	RAJIV GOEL AND SONS HUF	676876	676876	2.07
3	MANISH PRAKASH	361038	361038	2.07
4	DEEPAK AGGARWAL	585000	585000	1.79
5	MAYUR MODI	585000	585000	1.79
6	RAJIV GOEL	438504	438504	1.34
7	RUCHIKA GARG	469341	469341	1.44
8	INDIA EQUITY FUND 1	404530	404530	1.24
9	SURINDER GARG	370278	370278	1.13
10	SWADESH GUPTA	382112	382112	1.17
		1,84,50,610	1,84,50,610	57.39

2.11 DIRECTORS OF THE COMPANY

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

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

Name	Designation	DIN	Age (years)	Address	Date of appointment
Mayur Modi	Whole Time Director	08021679	48	B901, Gundecha Trillium Thakur Village, Kandivali East Mumbai 400101 MH	12-Oct-18
Deepak Aggarwal	Whole Time Director	03140334	46	B-18/11, 2F, DLF City Phase-1 Sikanderpur Ghosi, Gurgaon 122002 HR	12-Oct-18
Govind Gupta	Director	00065603	50	24, 1st Floor, Harsh Vihar, Pitam Pura, Saraswati Vihar, Delhi-110034	12-Oct-18
Atul Garg	Director	07093376	49	E-803, Pearl Court, Ramprastha Greens Sector-7, Near Vaishali Metro Station, Vaishali Ghaziabad, UP-201010	15-Sep-20
Ratna Dharashree Vishwanathan	Independent Director	07278291	63	E 402, Central Park 1, Sector 42, Gurgaon 122002 HR	11-Jan-19
Uma Shankar Paliwal	Independent Director	06907963	69	Flat, 1305, Boulevard 1, The Address, L B S Marg, Ghatkopar West, Mumbai 400086 Mumbai MH	11-Jan-19
Mr. Shantanu Chandrakant Pendsey	Independent Director	10860833	61	14, Ganj Bazar, Sadar, Meerut, Cantt, Merut, PO: Meerut Cantt, Dist:Meerut, Uttar Pradesh, 250001	20-Jan-25

ii. **Change in directors**

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

Name	Designation	DIN	Date of appointment	Date of cessation, if applicable	Date of resignation, if applicable	Remarks
Mr. Shantanu Chandrakant Pendsey	Independent Director	10860833	20-Jan-25	NA	NA	NA

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

Remuneration payable or paid to a director by the Company, its subsidiary or associate company; shareholding of the director in the company, its subsidiaries and associate companies on a fully diluted basis.	(Rs. In Lakhs)					
	Name of the Director	Nature of Transaction	From April 01, 2025 till September 30, 2025	March 31, 2025	March 31, 2024	March 31, 2023
	Mayur Modi	Remuneration	120.00	320.00	225.00	176.00
	Deepak Aggarwal	Remuneration	120.00	320.00	225.00	176.00
	Ratna Dhanshree Vishwanathan	Sitting fees	4.5	10.00	7.50	5.70
	Uma Shankar Paliwal	Sitting fees	4.5	9.50	7.20	5.40
	Shantanu Chandrakant Pendsey	Sitting fees	3	2.00	0	0
Appointment of any relatives to an office or place of profit of the issuer, its subsidiary or associate company	NA					
Full particulars of the nature and extent of interest, if any, of every director:	NA					

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<p>A. in the promotion of the issuer company; or</p> <p>B. in any immovable property acquired by the issuer company in the two years preceding the date of the issue document or any immovable property proposed to be acquired by it; or</p> <p>C. where the interest of such a director consists in being a member of a firm or company, the nature and extent of his interest in the firm or company, with a statement of all sums paid or agreed to be paid to him or to the firm or company in cash or shares or otherwise by any person either to induce him to become, or to help him qualify as a director, or otherwise for services rendered by him or by the firm or company, in connection with the promotion or formation of the issuer company shall be disclosed</p>	
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- iv. Contribution being made by the directors as part of the offer or separately in furtherance of such objects.
NA
- v. Any financial or other material interest of the directors, promoters, key managerial personnel or senior management in the offer and the effect of such interest in so far as it is different from the interests of other persons.
NA

2.12 AUDITORS OF THE COMPANY

i. Current auditor

The details of the auditors of the Company:

Name of the Auditor	Address	Date of Appointment
M/s Gaur & Associates	107, Laxmi Deep Building, Laxmi Nagar District Centre, Delhi – 110092	re-appointment for a period of five (5) years i.e., from the conclusion of the 30th AGM till the conclusion of 35th AGM of the Company

ii. Details of change in auditors:

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

Name of the Auditor	Address	Date of Appointment	Date of Cessation, applicable if	Date of resignation, applicable if
NA	NA	NA	NA	NA

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2.13 DETAILS OF THE BORROWING OF THE COMPANY AS ON THE LATEST QUARTER END

Details of the following liabilities of the issuer, as at the end of the last quarter, i.e. June 30, 2025, or if available, a later date:

Details of outstanding Secured Loan Facilities

Name of lender	Type of Facility	Amount Sanctioned (INR in Crs)	Availed Amt	Principal Amount Outstanding (Crs)	Security	Repayment date/Schedule	Credit Rating, if applicable	Asset Classification
IDFC First Bank Limited	TL	65.00	65.00	40.42	110%	Monthly	IND BBB/Stable	Standard
AU Small Finance Bank Limited	TL	57.00	57.00	20.62	110%	Monthly	IND BBB/Stable	Standard
Indian Overseas Bank	TL	20.00	20.00	19.17	125%	Monthly	IND BBB/Stable	Standard
DCB Bank limited	TL	56.00	56.00	17.22	110%	Monthly	IND BBB/Stable	Standard
Utkarsh Small Finance Bank Ltd	TL	34.00	34.00	16.53	115%	Monthly	IND BBB/Stable	Standard
State Bank of India	TL	40.00	40.00	16.48	125%	Monthly	IND BBB/Stable	Standard
RBL Bank	TL	25.00	25.00	13.54	120%	Monthly	CRISIL BBB/Stable	Standard
HDFC Bank Ltd	TL	25.00	25.00	12.14	120%	Monthly	IND BBB/Stable	Standard
Suryoday Small Finance Bank	TL	10.00	10.00	8.49	110%	Monthly	IND BBB/Stable	Standard
SBM BANK (INDIA) LIMITED	TL	10.00	10.00	3.75	110%	Monthly	IND BBB/Stable	Standard
Kotak Mahindra Bank	TL	10.00	10.00	2.08	120%	Monthly	IND BBB/Stable	Standard
Vivriti Capital Limited	TL	78.50	78.50	42.75	110%	Monthly	NA	Standard
MAS Financial Services Ltd.	TL	83.00	83.00	33.04	110%	Monthly	NA	Standard
Manaveeya Development & Finance Pvt Ltd	TL	52.00	52.00	23.73	110%	Monthly	NA	Standard
Kisetsu Saison Finance (India) Private Limited	TL	40.00	40.00	19.17	110%	Monthly	NA	Standard
Nabkisan Finance Limited	TL	20.00	20.00	17.22	110%	Monthly	NA	Standard

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Name of lender	Type of Facility	Amount Sanctioned (INR in Crs)	Availed Amt	Principal Amount Outstanding (Crs)	Security	Repayment date/ Schedule	Credit Rating, if applicable	Asset Classification
Protium Finance Limited	TL	20.00	20.00	10.85	111%	Monthly	NA	Standard
ShriRam Finance	TL	10.00	10.00	9.15	115%	Monthly	NA	Standard
Klay Finvest Private Limited	TL	23.00	23.00	8.75	110%	Monthly	NA	Standard
Bajaj Finance Limited	TL	10.00	10.00	7.92	110%	Monthly	NA	Standard
Ambit Finvest Private Limited	TL	19.75	19.75	7.02	110%	Monthly	NA	Standard
Poonawalla Fincorp	TL	10.00	10.00	6.92	110%	Monthly	NA	Standard
Tata Capital Financial Services Limited	TL	15.00	15.00	6.67	110%	Monthly	NA	Standard
Sundaram Finance Limited	TL	5.00	5.00	4.61	110%	Monthly	NA	Standard
Caspian Impact Investments Private Limited	TL	27.00	27.00	3.50	110%	Monthly	NA	Standard
Cholamandalam Investment and Finance Company Limited	TL	5.00	5.00	0.72	110%	Monthly	NA	Standard
UC Inclusive Credit Private Limited	TL	13.30	13.30	0.62	110%	Monthly	NA	Standard
Hinduja Leyland Finance Limited	TL	23.50	23.50	0.21	110%	Monthly	NA	Standard
Vivriti Capital Limited	TL	78.50	78.50	42.75	110%	Monthly	NA	Standard
MAS Financial Services Ltd.	TL	83.00	83.00	33.04	110%	Monthly	NA	Standard
Vivriti Asset Management Private Limited	PTC	49.08	49.08	10.18	110%	Monthly	NA	Standard

i. Details of outstanding Unsecured Loan

The Company has availed unsecured loan as on the latest quarter end on June 30, 2025:

Name of lender	Type of facility	Amount Sanctioned (in Rs. Lakhs)	Principal Amount outstanding (in Rs. Lakhs)	Repayment date or Schedule	Credit Rating, if applicable
HNI	Sub_Debt	6.61	6.61	17-08-2026	NA

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Total		6.61	6.61		
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ii. **Details of outstanding Non-Convertible Securities**

The details of outstanding non-convertible securities in the following format as on the latest quarter end on June 30, 2025:

Series of NCS	ISIN	Tenor / Maturity Period in months	Coupon	Amount Outstanding in Cr.	Date of Allotment	Redemption Date / Schedule	Credit Rating	Secured / Unsecured	Security
NA	INE296Q07027	30	13.70%	7.70	21-Jul-23	07-Jan-26	IND BBB/Stable	Secured	110%
NA	INE296Q07035	24	14.00%	0.63	31-Aug-23	30-Aug-25	IND BBB/Stable	Secured	110%
NA	INE296Q07043	24	13.15%	6.25	23-Nov-23	23-Nov-25	IND BBB/Stable	Secured	110%
NA	INE296Q07050	24	13.15%	9.19	21-Feb-24	21-Feb-26	IND BBB/Stable	Secured	110%
NA	INE296Q07068	24	12.00%	30.00	11-Nov-24	11-Nov-26	CRISIL BBB/Stable	Secured	110%
NA	INE296Q07084	22	12.50%	19.00	24-Feb-25	07-Dec-26	CRISIL BBB/Stable	Secured	110%
NA	INE296Q07076	37	12.50%	19.25	24-Feb-25	13-Mar-28	CRISIL BBB/Stable	Secured	110%
NA	INE296Q07092	24	12.00%	21.88	03-Mar-25	03-Mar-27	CRISIL BBB/Stable	Secured	110%
NA	INE296Q07100	33	12.55%	15.00	03-Mar-25	25-Nov-27	CRISIL BBB/Stable	Secured	110%
NA	INE296Q07118	24	11.75%	15.00	13-Mar-25	13-Mar-27	IND BBB/Stable	Secured	110%
NA	INE296Q07126	48	12.50%	60.00	20-Mar-25	24-Mar-29	CRISIL BBB/Stable	Secured	110%
NA	INE296Q07068	18	12.00%	32.00	06-May-25	11-Nov-26	CRISIL BBB/Stable	Secured	110%
NA	INE296Q07134	24	11.75%	50.00	25-Jun-25	25-Jun-27	CRISIL BBB/Stable	Secured	110%
Total				285.89					

iii. **Details of commercial paper issuances as at the end of the last quarter in the following format**

Series Of NCS	ISIN	Tenor / Period Of Maturity	Coupon	Amount outstanding	Date Of Allotment	Redemption Date / Schedule	Credit Rating	Secured / Unsecured	Security	Other Details Viz. Details Of Issuing And Paying Agent, Details Of Credit Rating Agencies
NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA

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

Sr. No	Name of Holders	Category of holder	Face value of holding	Holding as a % of total outstanding non-convertible securities of the
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				issuer
1	PROMISING LENDERS FUND	AIF	1000000	15.75
2	VIVRITI FIXED INCOME FUND SERIES IX	AIF	100000	15.75
3	INCREDFINANCIAL	NBFC	10000	3.94
4	AMBIUM FINSERVE	NBFC	20000	3.55
5	RAJENDRA MOHTA	Individual	10000	0.68
6.	SANGEETA DAGA	Individual	10000	0.65
7	FOURDEGREEWATER CAPITAL	NBFC	210000	0.63
8	FOURDEGREEWATER SERVICES	NBFC	110000	0.60
9	UDAY KAPOOR	Individual	20000	0.59
10	VINAY GUPTA	Individual	10000	0.39
1	PROMISING LENDERS FUND	AIF	1000000	15.75

v. List of Top 10 (ten) holders of Commercial Paper in terms of value (in cumulative basis)

Sr. No	Name of Holders	Category of holder	Face value of holding	Holding as a % of total commercial paper outstanding of the issuer
NA	NA	NA	NA	NA

vi. Other Borrowings

Details of bank fund based facilities/ Rest of the borrowing (if any including hybrid debt like FCCB, Optionally Convertible Debentures / Preference Shares) from financial institutions or financial creditors as on June30, 2025:

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

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

- i. in whole or part,
- ii. at a premium or discount, or
- iii. in pursuance of an option or not:

NA

2.14 Where the issuer is a Non-Banking Finance Company or Housing Finance Company the following disclosures on Asset Liability Management (ALM) shall be provided for the latest audited financials:

S. No.	PARTICULARS OF DISCLOSURE	DETAILS
1.	Details with regard to lending done out of the issue proceeds of earlier issuances of debt securities (whether public issue or private placement) by	Lending Policy: Please refer to ANNEXURE X: SPECIFIC DISCLOSURES REQUIRED FROM NBFC. Classification of Loans given to associate or entities related

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	NBFC	<p>to Board, Senior management, promoters, etc: Please refer to ANNEXURE X: SPECIFIC DISCLOSURES REQUIRED FROM NBFC.</p> <p>Classification of loans into several maturity profile denomination: Please refer to ANNEXURE X: SPECIFIC DISCLOSURES REQUIRED FROM NBFC.</p> <p>Aggregated exposure to top 20 borrowers: Please refer to ANNEXURE X: SPECIFIC DISCLOSURES REQUIRED FROM NBFC.</p> <p>Details of loans, overdue and classified as Non performing assets (NPA): Please refer to ANNEXURE X: SPECIFIC DISCLOSURES REQUIRED FROM NBFC.</p>
2.	Details of borrowings made by NBFC	<p>Portfolio Summary of borrowings made by NBFC: Please refer to ANNEXURE X: SPECIFIC DISCLOSURES REQUIRED FROM NBFC.</p> <p>Quantum and percentage of Secured vs. Unsecured borrowings: Please refer to ANNEXURE X: SPECIFIC DISCLOSURES REQUIRED FROM NBFC..</p>
3.	Details of change in shareholding	Any change in promoters holding in NBFC during last financial year beyond the threshold prescribed by Reserve Bank of India: Please refer to ANNEXURE X: SPECIFIC DISCLOSURES REQUIRED FROM NBFC.
4.	Disclosure of Assets under management	Segment wise break up and Type of loans: Please refer to ANNEXURE X: SPECIFIC DISCLOSURES REQUIRED FROM NBFC.
5.	Details of borrowers	Geographical location wise: Please refer to ANNEXURE X: SPECIFIC DISCLOSURES REQUIRED FROM NBFC.
6.	Details of Gross NPA	Segment wise: Please refer to ANNEXURE X: SPECIFIC DISCLOSURES REQUIRED FROM NBFC.
7.	Details of Assets and Liabilities	Residual maturity profile wise into several bucket: Please refer to ANNEXURE X: SPECIFIC DISCLOSURES REQUIRED FROM NBFC.
8.	Additional details of loans made by, Housing Finance Company	N.A.
9.	Disclosure of latest ALM statements to stock exchange	Please refer to ANNEXURE XI: ALM STATEMENTS.

2.15 Defaults in borrowing

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

Nil

2.16 Material event/ development affecting investment decision

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

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Nil

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

Nil

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

Nil

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

Nil

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

Nil

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

Nil

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

Nil

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

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

As set out Annexure X (*Specific Disclosures Required from NBFC*) of the General Information Document.

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

- (i) A portfolio summary with regards to industries/ sectors to which borrowings have been granted by NBFCs.
- (ii) Quantum and percentage of secured vis-à-vis unsecured borrowings granted by NBFCs.
- (iii) Any change in promoters' holdings in NBFCs during the preceding financial year beyond the threshold specified by the Reserve Bank of India from time to time.

As set out Annexure X (*Specific Disclosures Required from NBFC*) of the General Information Document.

- 2.26 Declaration in case of public issue with regards to the following:**

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

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

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

N.A.
- d. **the interim use of funds, if any.**

N.A.

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

IDBI Trusteeship Services Limited has been appointed as the Debenture Trustee. Copy of the Debenture Trustee consent letter has been set out in **Annexure II** of this Key Information Document.

Copy of the Debenture Trustee Agreement has been uploaded through the following web-link:
<https://moneyboxxfinance.com/stock-exchange-filings>.

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

The security is backed by Deed of Personal Guarantee by Mr. Deepak Aggarwal and Mr. Mayur Modi and Corporate Guarantee by Moneyboxx Capital Private Limited.

2.29 Other Details

1. DRR creation - relevant regulations and applicability:

Please refer to Section 5 of the General Information Document.

2. Issue/ instrument specific regulations:

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

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- a) the Companies Act, 2013;
- b) the Companies Act, 1956 (to the extent applicable and in force);
- c) the Securities Contracts (Regulation) Act, 1956;
- d) the Companies (Share Capital and Debentures) Rules, 2014;
- e) the Companies (Prospectus and Allotment of Securities) Rules, 2014;
- f) the Securities and Exchange Board of India Act, 1992;
- g) the Depositories Act, 1996;
- h) the NCS Listing Regulations, as amended from time to time;
- i) the SEBI LODR Regulations, as amended from time to time;
- j) the Master Circular for Debenture Trustees, as amended from time to time;
- k) the Listed NCDs Master Circular, as amended from time to time;
- l) the SEBI Merchant Banker Regulations, as amended from time to time (if applicable);
- m) the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993, as amended from time to time; and
- n) all other relevant laws (including rules, regulations, clarifications, notifications, directives, circulars as may be issued by the Securities Exchange Board of India, the Reserve Bank of India and any statutory, regulatory, judicial, quasi-judicial authority).

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

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

(i) (i) Subject to the following conditions:

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

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

3. Default in Payment:

In case of default in payment of Coupon and / or Redemption Amount on as per the Payment Mechanism, additional coupon rate of 2% p.a. (two percent per annum) payable monthly over the Coupon Rate will be payable by the Issuer from the date of default till such default in payment of Coupon and/or Redemption Amount is rectified.

4. Delay in Listing:

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

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

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In accordance with the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 as amended from time to time, read together with the requirements in respect of the timelines for listing of debt securities issued on a private placement basis prescribed in Chapter VII (Standardization of timelines for listing of securities issued on a private placement basis) of the SEBI circular no. SEBI/HO/DDHS/PoD1/P/CIR/2024/54 dated May 22, 2024 on "Master Circular for issue and listing of Non-convertible Securities, Securitised Debt Instruments, Security Receipts, Municipal Debt Securities and Commercial Paper", the Issuer confirms that in the event there is any delay in listing of the Debentures beyond 3 (three) Business Days from the date of closure of the issue for the Debentures, the Company (i) will pay to the Debenture Holders, penal interest of 1% (one percent) per annum over the Coupon Rate for the period of delay from the deemed date of allotment of for the Debentures until the listing of the Debentures is completed,

5. Delay in allotment of securities:

- (i) The Issuer shall ensure that the Debentures are allotted to the respective Debenture Holders and are credited into the demat accounts of the relevant Debenture Holders within the timelines prescribed under the Chapter VII (*Standardization of timelines for listing of securities issued on a private placement basis*) of the Listed NCDs Master Circular being 2 (two) Business Days from the date of closure of the issue for the Debentures ("**Allotment Date**").
- (ii) If the Issuer fails to allot the Debentures to the Applicants within 60 (sixty) calendar days from the date of receipt of the Application Money ("**Allotment Period**"), it shall repay the Application Money to the Applicants within 15 (fifteen) calendar days from the expiry of the Allotment Period ("**Repayment Period**").
- (iii) If the Issuer fails to repay the Application Money within the Repayment Period, then Issuer shall be liable to repay the Application Money along with interest at 12% (twelve percent) per annum from the expiry of the Allotment Period.

6. Issue details:

As detailed in Section 3.33 (*Issue Details*) of this Key Information Document.

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

All disclosures under Form No. PAS-4 of Companies (Prospectus and Allotment of Securities), Rules, 2014 have been set out in Section 5.

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

Not applicable

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

- (a) If the proceeds, or any part of the proceeds, of the issue of the debt securities/ non-convertible redeemable preference shares are or is to be applied directly or indirectly:
 - (1) in the purchase of any business; or
 - (2) in the purchase of an interest in any business and by reason of that purchase, or anything to be done in consequence thereof, or in connection therewith, the company shall become entitled to an interest in either the capital or profits and losses or both, in such business exceeding fifty per cent. thereof, a report made by a chartered accountant (who shall be named in the issue document) upon

—

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1. the profits or losses of the business for each of the three financial years immediately preceding the date of the issue of the issue document; and
2. the assets and liabilities of the business as on the latest date to which the accounts of the business were made up, being a date not more than 120 days (one hundred and twenty) before the date of the issue of the issue document.

NA

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

- (1) the names, addresses, descriptions and occupations of the vendors;**
- (2) the amount paid or payable in cash, to the vendor and where there is more than one vendor, or the company is a sub-purchaser, the amount so paid or payable to each vendor, specifying separately the amount, if any, paid or payable for goodwill;**
- (3) the nature of the title or interest in such property proposed to be acquired by the company; and**
- (4) the particulars of every transaction relating to the property completed within the two preceding years, in which any vendor of the property or any person who is or was at the time of the transaction, a promoter or a director or proposed director of the company, had any interest, direct or indirect, specifying the date of the transaction and the name of such promoter, director or proposed director and stating the amount payable by or to such vendor, promoter, director or proposed director in respect of the transaction:**

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 immovable 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.

Provided that the disclosures specified in sub-clauses (1) to (4) above shall be provided for the top five vendors on the basis of value viz. sale consideration payable to the vendors.

Provided further that for the remaining vendors, such details may be provided on an aggregated basis in the offer document, specifying number of vendors from whom it is being acquired and the aggregate value being paid; and the detailed disclosures as specified in sub-clauses (1) to (4) above may be provided by way of static QR code and web link. If the issuer provides the said details in the form of a static QR code and web link, the same shall be provided to the debenture trustee as well and kept available for inspection as specified in clause 2.27 (g) of this Section to this Key Information Document. A checklist item in the 'Security and Covenant Monitoring System' shall also be included for providing the detailed disclosures, as specified in sub-clauses (i) to (iv) above, to the debenture trustee and confirmation of the same by the debenture trustee.

Nil

(c) If:

- (1) the proceeds, or any part of the proceeds, of the issue of the debt securities/non-convertible redeemable preference shares are or are to be applied directly or indirectly and in any manner resulting in the acquisition by the company of shares in any other body corporate; and**
- (2) by reason of that acquisition or anything to be done in consequence thereof or in connection therewith, that body corporate shall become a subsidiary of the company, a report shall be made by a Chartered Accountant (who shall be named in the issue document) upon –**

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1. the profits or losses of the other body corporate for each of the three financial years immediately preceding the issue of the issue document; and
2. the assets and liabilities of the other body corporate as on the latest date to which its accounts were made up.

Nil

(d) The said report shall:

- (1) indicate how the profits or losses of the other body corporate dealt with by the report would, in respect of the shares to be acquired, have concerned members of the issuer company and what allowance would have been required to be made, in relation to assets and liabilities so dealt with for the holders of the balance shares, if the issuer company had at all material times held the shares proposed to be acquired; and
- (2) where the other body corporate has subsidiaries, deal with the profits or losses and the assets and liabilities of the body corporate and its subsidiaries in the manner as provided in paragraph (c) (ii) above.

Nil

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

Confidential cannot be shared.

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

Nil

(g) The matters relating to:

(1) Material contracts:

S. No.	Nature of Contract
1)	Certified true copy of the Memorandum & Articles of Association of the Issuer.
2)	Board Resolution dated August 18, 2025 read with resolution of the working committee dated October 10, 2025 authorizing the issue of Debentures offered under the terms of this Key Information Document.
3)	Shareholder Resolution under Section 180 (1) (a) and Section 180 (1) (c) dated September 26, 2025 authorizing the borrowing by the Company and the creation of security.
4)	Copies of Annual Reports of the Company for the last three financial years.
5)	Credit rating letter from the Rating Agency dated October 15, 2025.
6)	Letter from Debenture Trustee dated October 11, 2025 giving its consent to act as Debenture Trustee (" Consent Letter ").
7)	Letter from Merchant Banker dated October 10, 2025 giving its consent to act as Merchant Banker.
8)	Letter for Register and Transfer Agent dated October 10, 2025.
9)	Certified true copy of the certificate of incorporation of the Company.

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10)	Certified true copy of the tripartite agreement between the Company, the Registrar & Transfer Agent and the NSDL/CDSL dated March 14, 2014.
11)	Debenture Trustee Agreement dated October 10, 2025 executed between the Issuer and the Debenture Trustee.
12)	Debenture Trust Deed to be executed on or around the date of this Key Information Document between the Issuer and the Debenture Trustee.
13)	Hypothecation Agreement to be executed on or around the date of this Key Information Document between the Issuer and the Debenture Trustee.

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

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

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

Please refer page no 138 of annual report FY 24-25.

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

Nil

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

Nil

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

Nil

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

(a) *The day count convention for dates on which the payments in relation to the non-convertible securities which need to be made:*

Coupon and all other charges shall accrue based on actual/actual day count convention in accordance with Chapter III (*Day count convention, disclosure of cash flows and other disclosures in the offer document*) of the SEBI Master Circular as may be amended and modified from time to time.

(b) *Cash flows emanating from the non-convertible securities shall be mentioned in the Key Information Document, by way of an illustration:*

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

2.32 Issue Details applicable for this issuance of the Debentures under this Key Information Document.

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Security Name (Name of the non-convertible securities which includes (Coupon/dividend, Issuer Name and maturity year)	10.25% Moneyboxx Finance Limited 2027
Issuer / Company	Moneyboxx Finance Limited (“Issuer”/ “Company”/ “MFL”)
Type of Instrument	Senior, Secured, Rated, Listed, Redeemable, Non-Convertible Debentures (“NCDs” / “Debentures”)
Nature of Instrument	Secured
Seniority	Senior
Mode of Issue	Private placement
Eligible Investors	<p>The following categories of investors, when specifically approached and have been identified upfront, are eligible to apply for this private placement of Debentures subject to fulfilling their respective investment norms/rules and compliance with laws applicable to them by submitting all the relevant documents along with the Application Form (“Eligible Investors”):</p> <p>(a) Resident Individuals; (b) Hindu Undivided Family; (c) Trust; (d) Limited Liability Partnership, Partnership Firms; (e) Portfolio Managers and Foreign Portfolio Managers registered with SEBI; (f) Association of Persons; (g) Companies and Body Corporates including all Public Sector Undertakings; (h) Commercial Banks, Regional Rural Banks, Financial Institutions; (i) Insurance Companies; (j) Mutual Funds, Alternative Investment Funds (AIF) (k) Foreign portfolio investors; (l) other foreign entities allowed by SEBI and RBI; (m) All QIBs; and (n) any non-QIB Investors; and any other investor eligible to invest in these Debentures.</p> <p>All potential Investors are required to comply with the relevant regulations/guidelines applicable to them for investing in this issue of Debentures.</p> <p>Note: Participation by potential investors in the Issue may be subject to statutory and/or regulatory requirements applicable to them in connection with subscription to Indian securities by such categories of persons or entities. Applicants are advised to ensure that they comply with all regulatory requirements applicable to them, including exchange controls and other requirements. Applicants ought to seek independent legal and regulatory advice in relation to the laws applicable to them</p>
Listing (including name of stock Exchange(s) where it will be listed and timeline for listing)	<p>a) The NCDs are proposed to be listed on the WDM of the BSE. The NCDs shall be listed within 3 (Three) working days from the Issue Closure Date (“Listing Period”).</p> <p>b) The Issuer shall ensure that the Debentures continue to be listed on the wholesale debt market segment of the BSE.</p> <p>In the event there is any delay in listing the Debentures beyond the Listing Period, the Issuer will pay to the Debenture Holders a penal interest of 1% (One Percent) p.a. over the applicable Coupon Rate from the Deemed Date of Allotment until the listing of the Debentures is completed.</p>
Rating of the Instrument (Rating)	“CRISIL BBB/Stable” with Stable Outlook
Total Size	Up to 40000 (forty thousand) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures each having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) aggregating to INR 40,00,00,000/- (Indian Rupees Forty Crore Only) (“ Debentures ”) comprising of: (a) a base issue of 25000 (twenty five thousand) senior,

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	secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures each having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) aggregating to INR 25,00,00,000/- (Indian Rupees Twenty Five Crore Only); and (b) a green shoe option of up to 15000 (fifteen thousand) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures each having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) aggregating to INR 15,00,00,000/- (Indian Rupees Fifteen Crore Only) (" Green Shoe Option ")
Minimum Subscription	The minimum application size for the Issue shall be 1000 (One Thousand) Debentures and in multiples of 1 (One) Debenture thereafter.
Option to retain oversubscription (Amount)	a green shoe option of up to 15000 (fifteen thousand) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures each having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) aggregating to INR 15,00,00,000/- (Indian Rupees Fifteen Crore Only)
Objects of the Issue/ Purpose for which there is requirement of funds	The proceeds of the Issuance will be utilized for the following purposes: i. General corporate purposes ii. for the ordinary course of business of the Issuer including repayment/re-financing of existing debt and onward lending.
In case the issuer is an NBFC and the objects of the issue entail loan to any entity who is a 'group Issuer' then disclosures shall be made in the following format	Not Applicable
Details of the utilization of the Proceeds	The Issue Proceeds equivalent to 100% of the funds raised by the Issue will be utilized towards the onward-lending purpose. The Issuer shall not use the proceeds of the Issue towards: (a) any capital market instrument such as equity and equity linked instruments or any other capital market related activities (b) any real estate activity; (c) any speculative purposes; or (d) in contravention of any guidelines, rules or regulations of the RBI applicable to non-banking financial companies. (e) any purpose, that is not eligible for the providing of financing by banks to non-banking financial companies for bank finance to non-banking financial companies, or, which results in a breach of the RBI's master circular no. RBI/2024-25/24 DOR.CRE.REC.No.17 /21.04.172/2024-25 dated April 24, 2024 on "Bank Finance to Non-Banking Financial Companies (NBFCs)"; and PROVIDED HOWEVER, the Company shall be entitled to temporarily invest the funds raised by the Issue in liquid mutual funds and deposits held with scheduled commercial banks until the utilization of the funds raised for the intended Purpose.
Coupon Rate	10.25% (ten decimal two five percent) per annum payable monthly on Coupon Payment Date(s).
Step Up / Step Down Coupon Rate	In the event, credit rating of the Debentures is downgraded from the current Rating and/or the credit rating of the Company is downgraded from the current rating of "BBB" (" Company Rating ") at any point of time during the Tenor of the Debentures, the Interest Rate shall increase by 0.5% (zero decimal five percent) for each notch downgrade of 1 (one) notch from the rating of the Debentures and/or Company (" Step Up Rate "). Such increased rate of interest shall be applicable from the date of such downgrade (" Step Up "). Following the Step Up until the rating of the Debentures and/or Company is restored to the Rating and/or the Company Rating (as the case may be), if the rating of the Debentures and/or the Company is upgraded, the prevailing Step Up Rate shall be decreased by 0.5% (zero decimal five percent) for each upgrade of 1 (one) notch from the rating of the Debentures and/or the Company (until the rating of the Debentures and/or the Company

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	<p>is restored to the Rating and/or the Company Rating (as the case may be)) and such decreased rate of interest shall be applicable from the date of such upgrade. PROVIDED THAT the decreased rate of interest in accordance with this provision cannot, in any case, be lower than the Interest Rate.</p> <p>It is clarified that, if following the Step Up, the rating of the Debentures and/or the Company is restored to the Rating and/or the Company Rating (as the case may be), then the interest shall be payable at the Interest Rate, from the date that the relevant rating is restored.</p> <p>In case the Company has obtained rating in relation to the Debentures and/or the Company from more than one rating agency, the lowest rating issued by the rating agency in relation to the Debentures and/or the Company shall be considered for the purpose of increase in the Interest Rate.</p>
Coupon Payment Frequency	Monthly and on Final Redemption Date
Coupon Payment Date(s)	As per the dates set out in Annexure
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)	<p>Actual / Actual.</p> <p>The Coupon (if any) shall be computed on the basis of actual number of days elapsed in a year, for this purpose a year shall comprise of a period of 365 (Three Hundred and Sixty-Five) days.</p> <p>In case of a leap year, if 29th February of the relevant leap year falls during the Tenor of the Debentures, then the number of days shall be reckoned as 366 (Three Hundred and Sixty-Six) days for the one- year period.</p>
Interest on Application Monies	At Interest Rate (subject to deduction of income tax under the provisions of the Income Tax Act, 1961, or any other statutory modification or re-enactment thereof, as applicable) will be paid to the applicants on the application money for the Debentures for the period starting from and including the date of realization of application money in the Company's Designated Bank Account up to one day prior to the Deemed Date of Allotment Where Pay-in Date and Deemed date of Allotment are the same, no interest on Application money is to be paid.
Default Coupon Rate	<p>Payment Default</p> <p>If, at any time, there shall be a Payment Default or default in payment of principal amount or redemption amount, the Company agrees to pay an additional interest rate of 2% per annum above the applicable Interest Rate from the date of the occurrence of the Payment Default or default in payment of principal amount or redemption amount until such Payment Default is cured or the final redemption amount is paid (whichever is earlier).</p> <p>Breach of Covenants</p> <p>In case of default by the Issuer in the performance of any of the covenants as set under the Transaction Documents, including but not limited to the financial covenants of this Issuance, additional interest at 0.25% p.a. (zero point two five percent) over the Interest Rate will be payable by the Issuer for the defaulting period.</p> <p>Delay in security creation</p> <p>In the event the Issuer's fails to execute Hypothecation Agreement and perfect security within the timelines prior to the application for listing of debentures, the Issuer shall pay additional interest of 2.00% (two point zero zero percent) over and above the Interest Rate.</p>

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	<p>Delay in execution of Debenture Trust Deed</p> <p>If not already executed, the Company shall execute the Debenture Trust Deed within the timelines prescribed by SEBI. In case of a delay in execution of Debenture Trust Deed, the Company will pay penal interest of at least 2% p.a. (two percent per annum) over the Coupon Rate till the execution of Debenture Trust Deed.</p> <p>Delay in listing</p> <p>In accordance with the SEBI NCS Listing Regulations read together with the Listed NCDs Master Circular, the Company confirms that in the event there is any delay in listing of the Debentures beyond 3 (three) trading days from the date of closure of the issue for the Debentures, the Company (i) will pay to the Debenture Holders, penal interest of 1% (one percent) per annum over the Interest Rate for the period of delay from the Deemed Date of Allotment until the listing of the Debentures is completed.</p> <p>Unless specifically provided otherwise, any additional/Default Interest payable by the Company in accordance with the Transaction Documents shall be in addition to and independent of any additional/Default Interest payable by the Company in accordance with any other provision of the Transaction Documents.</p>		
Tenor	24 (Twenty-Four) months from the Deemed Date of Allotment		
Redemption Date & Amount & Schedule	The principal repayment by way of amortizing over the redemptions as specifically set out below subject to Business Day Convention		
	Sr.No	Principal Payment Date	Principal Amortization
	1.	16-July-2027	50%
	2.	16-October-2027	50%
Final Redemption Date	October 16, 2027		
Redemption Premium/Discount	Not Applicable		
Early Redemption Premium	Not Applicable		
Voluntary Redemption	Not Applicable		
Redemption Premium/Discount	Not Applicable		
Issue Price	Rs. 10,000/- (Rupees Ten Thousand Only) per Debenture		
Discount at which security is issued and the effective yield as a result of such discount	Not Applicable		
Premium / Discount at which security is redeemed and the effective yield as a result of such premium / discount	Not Applicable		
Put Option	Not Applicable.		
Put Option Date	Not Applicable.		
Put Option Price	Not Applicable.		
Call Option	Not Applicable		
Call Date	Not Applicable		
Call Price	Not Applicable		
Put Notification Time (Timelines by which the investor need to intimate Issuer before exercising the put)	Not Applicable.		
Call Notification Time (Timelines by which the Issuer	Not Applicable		

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need to intimate investor before exercising the call)											
Face Value	Rs. 10,000/- (Rupees Ten Thousand Only) per Debenture										
Minimum Application and in multiples of thereafter	The minimum application size for the Issue shall be 100 (One Hundred) Debentures and in multiples of 1 (One) Debenture thereafter.										
Issue Timing 1) Issue Opening Date 2) Issue Closing Date 3) Date of earliest closing of the Issue, if any 4) Deemed Date of Allotment 5) Pay-in Date	<table border="1"> <tr> <td>Issue Open Date</td> <td>October 15, 2025</td> </tr> <tr> <td>Issue Closing Date</td> <td>October 15, 2025</td> </tr> <tr> <td>Date of earliest closing of the Issue, if any</td> <td>NA</td> </tr> <tr> <td>Pay In Date</td> <td>October 16, 2025</td> </tr> <tr> <td>Deemed Date of Allotment</td> <td>October 16, 2025</td> </tr> </table>	Issue Open Date	October 15, 2025	Issue Closing Date	October 15, 2025	Date of earliest closing of the Issue, if any	NA	Pay In Date	October 16, 2025	Deemed Date of Allotment	October 16, 2025
Issue Open Date	October 15, 2025										
Issue Closing Date	October 15, 2025										
Date of earliest closing of the Issue, if any	NA										
Pay In Date	October 16, 2025										
Deemed Date of Allotment	October 16, 2025										
Settlement Mode of the Instrument	All coupon, principal repayments, additional coupon and other amounts, if any, payable by the Issuer to the Debenture Holders shall be paid to the Debenture Holders by electronic mode of transfer like RTGS/NEFT/direct credit to such bank account within India as the Debenture Holders inform the Issuer in writing and which details are available with the Registrar										
Depository	NSDL and CDSL										
Disclosure of Interest/ Dividend/ redemption dates	Please refer to Annexure for the indicative cash flows										
Record Date	A Register of Debenture Holders shall be maintained in accordance with Section 88 of the Companies Act, 2013 and the Register of Debenture Holders/the Register of Beneficial Owners, shall be closed 15 (Fifteen) Calendar days prior to each Due Date.										
All covenants of the Issue (including side letters, accelerated payment clause etc.)	<p>Side Letter: NIL</p> <p>Accelerated payment: Please refer to 'Mandatory Redemption' set out below in this Section 3.33.</p> <p>Representations and Warranties Please refer to Section 3.1 of this Key Information Document.</p> <p>Affirmative Covenants Please refer to Section 3.2 (a) of this Key Information Document.</p> <p>Negative Covenants Please refer to Section 3.2 (b) of this Key Information Document.</p> <p>Reporting Covenants Please refer to Section 3.2 (c) of this Key Information Document.</p> <p>Financial Covenants Please refer to Section 3.2 (d) of this Key Information Document.</p>										
Description regarding Security (where applicable) including type of security (movable / immovable / tangible etc.), type of charge (pledge / hypothecation / mortgage etc.), date of creation of security/ likely date of creation of security, minimum security cover, revaluation, replacement of security, interest to the debenture holder over and above the coupon rate as specified in the Debenture Trust Deed and disclosed in the General Information Document.	<p>The Issue shall be secured by way of a first ranking exclusive and continuing charge to be created either pursuant to the deed of hypothecation to be executed between the Issuer and the Debenture Trustee ("Hypothecation Agreement") over certain identified receivables of the Issuer (the "Hypothecated Assets"). A security cover of 1.10x (One Decimal Point One Zero Times) the value of the Outstanding Principal Amount plus accrued interest/obligations, if any, of this Debentures shall be maintained at all times until the redemption of the Debentures ("Security Cover").</p> <ul style="list-style-type: none"> The security can also be provided in the form of a fixed deposit with security cover at 1.0x (One Decimal Point Zero Times) the value of the Outstanding Principal Amount plus accrued interest/obligations, if any, of this Debentures, at the time of issuance or any time during the Tenor of the NCD. The security will be created upfront and perfected within 30 (thirty) days from the execution of Hypothecation Agreement. Issuer's failure to create and perfect security shall attract 2% additional interest and give an option to the Debenture Holders for early redemption. The Issuer undertakes to provide a list and details on a quarterly basis, of Hypothecated Assets client loan ("Quarterly Hypothecated Asset Report") to the Debenture Trustee. The modification of charges in Form CHG-9 shall be filed with the with ROC within 15 										

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	<p>(fifteen) days from end of calendar quarter wherein charge over the replaced security shall be created and security which does not meet the eligibility criteria shall be removed.</p> <ul style="list-style-type: none"> • Any overdue receivables or any receivables that do not meet the Eligibility Criteria shall be replaced with fresh portfolio of same amount with assets that meet the eligibility criteria within 30 (thirty) calendar days. <p>Eligibility Criteria for the Hypothecated Assets:</p> <ol style="list-style-type: none"> a. All applicable "know your customer" requirements prescribed by the RBI have been complied with; b. Each Hypothecated Asset is a loan provided by the Issuer in its ordinary course of business, c. The receivables are existing at the time of selection and have not been terminated or pre-paid; d. The receivables have not been restructured or rescheduled and are current. e. Each client loans must satisfy the Issuer's credit and underwriting policies, including credit referencing agency checks where commonly used; f. Each client loan must be directly originated by the Issuer and not loans purchased from a third party; g. Each asset shall be current i.e. 0 dpd on the books of Issuer; h. all loans hypothecated under the Hypothecation Agreement comply with RBI norms and guidelines; i. Over identified loan receivables (Minimum 60% of the total pool should be secured loans until March'26 and minimum 70% of the total pool should be secured loans thereafter and at any given point of time the ticket size of secured loans should not exceed INR 25 lakhs; j. all loans should be free from any other current or future encumbrances; k. A maximum of 15% (fifteen percent) of the pool can be up to 30 DPD (thirty days past due) rest loans in the pool must be in DPD<1 (days past due less than one); l. if multiple loans are extended to the same borrower/ group of borrowers, the Hypothecated receivables should include all such loan;
Transaction Documents	<p>The Issuer has executed/ shall execute the documents including but not limited to the following, as required, in connection with the issue as per the latest SEBI Guidelines / Companies Act 2013 (as applicable) for issuance of NCDs through private placement:</p> <ol style="list-style-type: none"> a) Debenture trusteeship agreement; b) Debenture trust deed; c) KID and GID; d) Private placement offer letter (Form PAS 4); e) Deed of Guarantee; f) Deed of hypothecation (including any amendments duly executed thereto); g) Special Power of Attorney; and h) Any other documents as may be agreed between the Issuer and Debenture Trustee. <p>a) All Transaction Documents will comply with the requirements prescribed by the RBI, SEBI and under the Companies Act, 2013 for the issuance of NCDs.</p>

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<p>Conditions Precedent to Disbursement</p>	<p>The Issuer shall fulfil the following Conditions Precedent in the format prescribed by the Debenture Trustee and submit Conditions Precedent documentation where applicable to the Debenture Trustee, prior to the Pay in Date for the Debentures:</p> <ol style="list-style-type: none"> i. A certified true copy of the constitutional documents of the Company (being its Memorandum and Articles of Association and Certificate of Incorporation) shall have been submitted to the Debenture Trustee; ii. All corporate approvals from the Board of Directors and shareholders of the Company, if applicable, shall have been received for the issuance of the Debentures and the execution, delivery and performance by the Company of the Transaction Documents in accordance with the Companies Act, 2013, the Companies (Prospectus and Allotment of Securities) Rules, 2014, specifically Section 180(1)(c), if applicable and Section 42 of the Companies Act, 2013, the Companies (Share Capital and Debentures) Rules, 2014 and other rules prescribed; iii. Execution of the Transaction Documents including PAS 4 in a form and manner satisfactory to the Debenture Trustee shall have taken place; iv. Copy of the e-Form MGT-14 filed with the ROC with respect to the board resolution or shareholders' resolution (as applicable and if required under the Act) passed for the issue of Debentures; v. a copy of the rating letter and/or the rating rationale issued by the Rating Agency in relation to the Debentures; vi. a copy of the consent from the Registrar to act as the Registrar and Transfer Agent for the issue of Debentures; vii. The Company shall have received consent from the Debenture Trustee to act as the Debenture Trustee for the issue of Debentures; viii. Due execution of the Depository Agreements by, inter-alia, the Depositories and the Company; ix. Due execution of the Tripartite Agreement by, inter-alia, the Registrar and Transfer Agent, Depositories and the Company; x. The Company shall have submitted to the Debenture Trustee, all required documents for the purpose of satisfying its respective KYC requirements; xi. The Company shall have submitted to the Debenture Trustee, a copy of the in-principle approval provided by the BSE in respect of the listing of the Debentures; xii. The Company shall have circulated the Disclosure Documents along with Offer Letter for the issue of the Debentures; xiii. The Company shall have obtained due-diligence certificate from the Merchant Banker; xiv. The Company shall have obtained due-diligence certificate in 'Annexure IIA' of the Master Circular for Debenture Trustee from the Debenture Trustee; xv. The Company shall have created security in accordance with the Master Circular for Debenture Trustee, Operational guidelines for 'Security and Covenant Monitoring' using Distributed Ledger Technology (DLT) dated March 29, 2022 and ancillary Circulars issued by SEBI thereof; xvi. The Company shall have submitted to the Debenture Trustee, its audited account statements for the most recent financial year; xvii. The Company shall have submitted to the Debenture Trustee, evidence that the fees, costs and expenses due from the Company pursuant to the Transaction Documents prior to execution have been paid to the satisfaction of the Debenture Trustee; xviii. A certificate issued by an independent practicing-chartered accountant certifying the net worth of the Personal Guarantors respectively; and xix. such other information, documents, certification by the Company's authorized representatives, opinions and instruments as the Debenture Holders may reasonably request
<p>Conditions Subsequent to Disbursement</p>	<p>Company shall fulfil each of the following conditions within the stipulated timelines:</p> <ol style="list-style-type: none"> i. Certified true copy of the board resolution for the allotment of the relevant Debentures, within 2 (two) Business Days of the Deemed Date of Allotment of Debentures.

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	<ul style="list-style-type: none"> ii. the Company shall make the application for listing of the Debentures and obtain listing of the Debentures within the time period prescribed under the SEBI Listing Timelines Requirements; iii. the Company shall ensure that the Debentures are credited into the demat account(s) of the Debenture Holders within 2 (Two) Business Days from Deemed Date of Allotment or such time as set out under Listed NCDs Master Circular as amended from time to time. iv. The Company shall immediately on receipt of funds, take on all necessary steps to, including making all applicable filings in the Registrar of Companies and obtaining all necessary approvals including filing Form PAS 5 along with the list of allottees and Form PAS 3 along with requisite fee within the timelines prescribed by the Act and Rules thereunder. v. The Company shall have submitted a copy of filed Form CHG-9 (as per the Act) with the relevant Registrar of Companies by the Company within 30 (thirty) days of execution of Hypothecation Agreement, together with the certificate of registration of charge obtained in relation to the same. vi. Providing all the necessary assistance to the Debenture Trustee for filing of and registering with the Central Registry under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 for the exercise of the rights, powers and authority hereby conferred on the Debenture Trustee for effecting and perfecting the Security created or purported to be created under each Hypothecation Agreement and for enforcement of such Security within the timeline stipulated under applicable Law. vii. Copy of Form PAS-5 being maintained by the Company in accordance with the Act, where the Company has recorded the names of the subscribers to the relevant Debentures within 7 (seven) Business Days of Deemed Date of Allotment of Debentures. viii. The Company shall have obtained due-diligence certificate in 'Annexure IIB' of the Master Circular for Debenture Trustee from the Debenture Trustee. ix. The Company shall provide an end-use certificate from a statutory auditor certifying that funds have been utilized in accordance with Transaction Documents (along with the description of such utilization), within 90 (ninety) days of the Deemed Date of Allotment. x. The Company shall provide a certificate of the Statutory Auditor certifying the value of book debts or receivables on half yearly basis along with a compliance certificate of the Issuer. xi. As applicable to the Company in accordance with the Applicable Law(s), relevant filings in the prescribed form to be made with an information utility registered with the Insolvency and Bankruptcy Board of India in accordance with provisions of the Insolvency Code and other regulations including the Insolvency and Bankruptcy Board of India (Information Utilities) Regulations, 2017. xii. The Company shall list the Debentures within applicable timelines. xiii. The Company shall ensure compliance such other condition and provide such other information and documents and execute such documents as are customary for a financing similar to the issuance of the Debentures or as Subscriber may reasonably request or as maybe required under the applicable law (including without limitation, the Companies Act and any other guidelines/circulars issued by the SEBI and/or RBI).
Event of Defaults (including manner of voting /conditions of joining Inter Creditor Agreement)	Please refer to Section 3.2 of this Key Information Document.
Creation of recovery expense fund	<p>Details and purpose of the recovery expense fund</p> <ul style="list-style-type: none"> i. The Issuer shall create and maintain the Recovery Expense Fund up to the amounts prescribed under the Master Circular for Debenture Trustees, in accordance with and within the timelines prescribed in the Master Circular for Debenture Trustees.

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	<p>ii. The Company shall create a Recovery Expense Fund which shall be equal to 0.01% (Zero decimal point Zero One percent) of the Issue Size subject to maximum of Rs. 25 lakhs (Indian Rupees Twenty-Five lakhs) per issuer in the form of cash or cash equivalent(s) (including bank guarantees) maintained with the designated stock exchange.</p> <p>iii. The Recovery Expense Fund shall be created to enable the Debenture Trustee to take prompt action in relation to the enforcement of the security in accordance with the Transaction Documents.</p> <p>iv. The amounts in the Recovery Expense Fund shall be utilised in the manner as may be prescribed by the Debenture Holders by a Special Resolution duly passed at the meeting of the Debenture Holders held in accordance with the provisions set out in the Transaction Documents.</p> <p>v. On the occurrence of an Event of Default, if the security is proposed to be enforced, the Debenture Trustee shall follow the procedure set out in the Master Circular for Debenture Trustees for utilisation of the Recovery Expense Fund.</p>
Conditions for breach of covenant (as specified in the Debenture Trust Deed)	The Conditions for breach of covenants if any shall be specified in the Section 3 of this Key Information Document.
Role and Responsibilities of Debenture Trustee	Please refer to Section 3.5 of this Key Information Document.
Risk Factors pertaining to the Issue	<p>As mentioned in the General Information Document under captioned “<i>Risk Factor</i>”.</p> <p>In addition to the abovementioned risk factors, please see below the risk relating to unavailability of latest quarterly data.</p> <p><u>Risk Relating to Unavailability of Latest Quarterly Data</u></p> <p>The Investors are advised that certain disclosures required as of the end of the latest completed quarter, including (i) the list of the top ten equity shareholders of the Company; (ii) the shareholding pattern in the format prescribed under the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, are presented as on June 30, 2025. This is due to the unavailability of relevant data as on September 30, 2025, at the time of issuance of this Key Information Document. As such, the information presented may not reflect the Company’s most current position as of the end of the latest quarter. In addition, the financial disclosures contained herein are based on financial information as of June 30, 2025, or such other specific dates as mentioned, in compliance with applicable legal provisions. The financial statements for the period ended September 30, 2025, are currently in the process of finalization, and the statutory timeline for their disclosure has not yet elapsed. Investors are therefore advised to consider these limitations while evaluating the information provided and making their investment decisions.</p>
Business Day	Any day of the week (excluding, Saturdays, Sundays and any day which is a public holiday) on which banks are normally open for business in Mumbai, India
Business Day Convention	<p>If any Coupon Payment Date(s) or any other Due Date(s) for the performance of any event falls on a day that is not a Business Day, then the succeeding Business Day will be considered as the effective date. The coupon for such additional period shall be adjusted and paid in the next coupon cycle. Hence the subsequent coupon payment period remains intact.</p> <p>If the Final Redemption Date (also being the last Coupon Payment Date) of the Debentures falls on a day that is not a Business Day, the redemption proceeds shall be paid on the immediately preceding Business Day, along with coupon accrued on the Debentures until but excluding the date of such payment.</p>
Governing Law and Jurisdiction	The Debentures and documentation will be governed by and construed in accordance with the laws of India and the parties submit to the exclusive jurisdiction of the courts in New Delhi, India and as more particularly provided for in the Debenture Trust Deed.
Delay in Listing	In case of delay in listing of securities issued on privately placement basis beyond the timelines specified above, the issuer shall pay penal interest of 1% p.a. over the coupon/dividend rate for the period of delay to the investor (i.e. from the date of allotment to the date of listing).

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Accelerated/ Mandatory Early Redemption Event	means the occurrence of any one or more of the following events: a. The rating of Debentures is downgraded below BBB; b. Occurrence of any Event of Default;
Accelerated/ Mandatory Early Redemption	On the occurrence of an Accelerated/ Mandatory Early Redemption Event, the Debenture Trustee (acting on the instructions of the Majority Debenture Holders) shall have the option (but not the obligation) to require the Company to, subject to Applicable Law, redeem all the outstanding Debentures in full together with accrued interest, and all other amounts accrued thereto without any premature redemption penalty whereupon such demand being made, all such outstanding amounts will become due and payable after 30 (thirty) days.
Prepayment	No prepayment is allowed.
Right to Re-purchase and Re-issue the Debenture	Issuer can buy back Debentures subject to applicable Law.

Note:

- 1) If there is any change in Coupon Rate pursuant to any event including lapse of certain time period or downgrade in rating, then such new Coupon Rate and events which lead to such change should be disclosed.
- 2) The list of documents which has been executed in connection with the issue and subscription of debt securities shall be annexed.
- 3) While the debt securities are secured to the tune of 110% (One Hundred and Ten percent) of the aggregate amount of the Outstanding Amounts or as per the terms of Key Information Document, in favour of Debenture Trustee, it is the duty of the Debenture Trustee to monitor that the security is maintained.
- 4) The Issuer shall provide granular disclosures in this Key Information Document, with regards to the “**Object of the Issue**” including the percentage of the issue proceeds earmarked for each of the “object of the issue”.

The proceeds of the Issuance will be utilized for the following purposes:
General corporate purposes
for the ordinary course of business of the Issuer including repayment/re-financing of existing debt and onward lending.
- 5) Debt securities shall be considered as secured only if the charged asset is registered with Sub-registrar and Registrar of Companies or CERSAI or Depository etc., as applicable, or is independently verifiable by the debenture trustee.
- 6) Before making the application for listing of debt securities, the Issuer shall create charge as specified in the Debenture Trust Deed/ General Information Document/ Key Information Document, in favour of the debenture trustee and also execute debenture trust deed (DTD) with the Debenture trustee. The Stock Exchange(s) shall list the debt securities only upon receipt of a due diligence certificate as per format specified in NCS Listing Regulations from debenture trustee confirming creation of charge and execution of the Debenture Trust Deed. The charge created by Issuer shall be registered with Sub-registrar, Registrar of Companies, CERSAI, Depository etc., as applicable, within 30 (Thirty) days of creation of such charge. In case the charge is not registered anywhere or is not independently verifiable, then the same shall be considered a breach of covenants/ terms of the issue by the Issuer.
- 7) The Issuer reserves the right to make multiple issuances under the same ISIN with reference to Chapter VIII (Specifications related to ISIN for debt securities) of the Listed NCDs Operational Circular. Any such issue can be made either by way of creation of a fresh ISIN or by way of issuance under an existing ISIN at premium/par/discount as the case may be in line with Chapter VIII (Specifications related to ISIN for debt securities) of the Listed NCDs Operational Circular.

2.33 Future Borrowings

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The Company shall be entitled to borrow or raise loans or create encumbrances or avail financial assistance in whatever form, and also issue promissory notes or debentures or other securities, with the prior consent of the Debenture Holders or the Debenture Trustee in this connection. However, no such borrowings will have the benefit of the security interest created over the Hypothecated Assets and granted to the Debenture Trustee and Debenture Holders under the Transaction Documents. Notwithstanding anything contained in this Clause, the Company shall continue to comply with the the financial covenants set forth in Section 3.1(C) (*Financial Covenants*).

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

Parties	Consent
Directors	Board resolution of the Issuer, the copies of which is attached in Annexure V of this Key Information Document.
Auditors	Not Applicable
Bankers	SKI CAPITAL SERVICES LIMITED has been appointed as Merchant Banker pursuant to consent letter as set out in Schedule XII.
Debenture Trustee	Copy of the Debenture Trustee consent letter has been set out in Annexure II of this Key Information Document
Solicitors / Advocates	Not Applicable
Legal Advisors	Consent of the legal counsel has been obtained.
Registrar and Transfer Agent	Copy of the consent letter of the registrar and transfer agent has been set out in Annexure VIII of this Key Information Document

2.35 Listing and Monitoring Requirements

a) Monitoring

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

Reports/ Certificates	Timeline for submission of reports/ certifications by Debenture Trustee to stock exchange
Security cover certificate	Quarterly basis within 75 days from end of each quarter except last quarter when submission is to be made within 90 days or within such timelines as prescribed under Applicable Law
A statement of value of pledged securities	Not Applicable
A statement of value for Debt Service Reserve Account or any other form of security offered	
Net worth certificate of guarantor (secured by way of personal guarantee)	Not Applicable

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Valuation report and title search report for the immovable/movable assets, as applicable	Not Applicable
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b) Recovery Expense Fund

- i. The Company hereby undertakes and confirms that it shall, within the time period prescribed under the Master Circular for Debenture Trustee, establish, maintain and utilize the Recovery Expense Fund in such manner/ mode as is prescribed under the Master Circular for Debenture Trustee, to enable the Debenture Trustee to take prompt action in relation to the enforcement/legal proceedings under the Transaction Documents.
- ii. The Company shall deposit cash or cash equivalents including bank guarantees towards the contribution to Recovery Expense Fund with the designated stock exchange and submit relevant documents evidencing the same to the Debenture Trustee from time to time.
- iii. The Company shall ensure that any bank guarantees provided in respect of the Recovery Expense Fund remain valid for a period of 6 (six) months following the maturity date of the Debentures. The Company shall keep the bank guarantees in force and renew the bank guarantees at least 7 (seven) Business Days before its expiry, failing which the designated stock exchange may invoke such bank guarantee.
- iv. On the occurrence of any Event of Default, the Debenture Trustee (if mandatorily required under Applicable Laws) shall obtain the consent of Debenture Holders for enforcement/legal proceedings and shall inform the designated stock exchange of such occurrence and the obtaining of any consent in respect thereof (if any). The amount lying in the Recovery Expense Fund may be released to the Debenture Trustee within such time period and such manner as may be prescribed under the Master Circular for Debenture Trustee. The Debenture Trustee shall keep a proper account of all expenses incurred out of the funds received from Recovery Expense Fund towards enforcement/legal proceedings under the Transaction Documents.
- v. The amounts in the Recovery Expense Fund shall be refunded to the Company on repayment/redemption of the Debentures, following which a "no objection certificate" shall be issued by the Debenture Trustee(s) to the designated stock exchange. The Debenture Trustee shall ensure that there is no default on any other listed debt securities of the Company before issuing such "no objection certificate".

c) Requirements Under The LODR Regulations

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

d) Due Diligence process carried out by the Debenture Trustee:

- i. The Company acknowledges, understands, and confirms that:
 - a. the Debenture Trustee shall carry out due diligence on continuous basis to ensure compliance by the Company, with the provisions of the Act, the LODR Regulations, the Debt Listing Regulations, the Debenture Trustees Regulations, the listing agreement of the stock exchange(s) where the Debentures are listed, the Transaction Documents, and any other regulations issued by SEBI pertaining to the Issue;
 - b. for the purposes of carrying out the due diligence as required in terms of the Master Circular for Debenture Trustee, the Debenture Trustee, either through itself or its agents, advisors, consultants, shall have the power to examine the books of account of the Company and to have the Company's Hypothecated Assets inspected by its officers and/or external auditors, valuers,

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- consultants, lawyers, technical experts, management consultants appointed by the Debenture Trustee; and
- c. the Debenture Trustee may at any time through its authorized representatives and agents, inspect books of account, records, registers of Company and the trust property (as set out in this Key Information Document) to the extent necessary for discharging its obligations. The Company shall provide full and unimpeded access to the records, registers and books of accounts in relation to the Hypothecated Assets and facilitate in the inspection and due diligence process. Any fees, costs expenses incurred in conducting due diligence shall be fully borne by the Debenture Trustee.
- ii. The Company shall submit documents/ information as the Debenture Trustee may require to conduct continuous and periodical due diligence and monitoring of the Transaction Security or the assets on which security interest/ charge is created, which shall inter alia, include:
 - a. periodical status/ performance reports from the Company within seven days of the relevant board meeting of the Company or within 45 (forty-five) days of the respective quarter, whichever is earlier;
 - b. details with respect to defaults, if any, with regard to payment of interest or redemption of Debentures;
 - c. details with respect to the implementation of the conditions regarding creation of the Transaction Security for the Debentures, debenture redemption reserve if applicable and Recovery Expense Fund;
 - d. details with respect to the Hypothecated Assets of the Company and of the guarantors (to the extent applicable) to ensure that they are sufficient to discharge the interest and principal amount at all times and that such Hypothecated Assets are free from any other encumbrances except those which are specifically agreed to by the Debenture Holders;
 - e. reports on the utilization of funds raised by the issue of Debentures;
 - f. details with respect to redemption of the Debentures;
 - g. (to the extent applicable) details with respect to dispatch of the debenture certificates and interest warrants, credit of the debentures in the demat account of the Debenture Holders and payment of amounts upon redemption of Debentures to the Debenture Holders due to them within the stipulated time period in accordance with the applicable Law;
 - h. (to the extent applicable) reports from the lead bank regarding the progress of the project relating to the proceeds of the Issue;
 - i. details regarding monitoring of utilisation of funds raised in the issue of the Debentures;
 - j. (to the extent applicable) certificate from the statutory auditors of the Company (i) in respect of utilisation of funds during the implementation period of the project relating to the proceeds of the Issue, and (ii) in the case of Debentures issued for financing working capital, at the end of each accounting year; and
 - k. such other documents or information as may be required by the Debenture Trustee in accordance with the applicable Law.
 - iii. Without prejudice to any other provision of this Key Information Document and the other Transaction Documents, the Company shall:
 - a. provide such documents/information and assistance to the Debenture Trustee as may be required

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by the Debenture Trustee to carry out the necessary due diligence and monitor the security cover on a quarterly basis in the manner as may be specified by SEBI from time to time;

- b. to the extent applicable, submit a certificate from the statutory auditor on a quarterly basis, regarding the maintenance of security cover in accordance with the terms of the Disclosure Documents and the other Transaction Documents including compliance with the financial covenants of the Disclosure Documents and the other Transaction Documents within timelines as specified under SEBI Listed Debentures Circulars and Regulations, or such other circulars issued by SEBI from time to time;
- c. submit a half-yearly certificate alongwith half yearly results from the statutory auditor regarding maintenance of hundred percent security cover or higher security cover as per the terms of [Disclosure Document/ Prospectus/ Offer Letter/ General Information Document and Key Information Document] and/or this Key Information Document sufficient to discharge the principal amount and the interest thereon at all times for the Debentures, including compliance with all the covenants, in respect of listed non-convertible debt securities, by the statutory auditor, along with the financial results, in the manner and format as specified by the Board;
- d. on quarterly basis submit to Debenture Trustee a certificate by its statutory auditor regarding compliance with the financial covenants in relation to the Debentures;
- e. comply with all requirements under the Master Circular for Debenture Trustee, and provide all documents/information as may be required in accordance with the Master Circular for Debenture Trustee.

e) Others

- i. The Company shall, at all times until the Secured Obligations have been duly discharged, maintain a bank account no. 41364786822 and IFSC Code. SBIN0006836 with State Bank of India at Gurugram, India ("**Account Bank**") from which it proposes to pay the redemption and interest amount. The Company agrees and acknowledges that they shall also inform the Debenture Trustee within 1 (one) working day of any change in the Account Bank details.
- ii. The Company further acknowledges, agrees, that the Debenture Trustee is authorised to seek redemption and interest payment related details and information from the Account Bank in terms of the extant SEBI regulations. Further, in case of change of Account bank, the Debenture Trustee shall accept such change only upon submission of the duly acknowledged and accepted pre-authorisation letter and duly accepted consent letter from the successor /new account bank.
- iii. The Company covenants with the Debenture Trustee that it shall comply with all its obligations under this Key Information Document and pay and repay all the monies payable by the Company (including any applicable default interest, fees and costs and expenses) to the Debenture Trustee and the Debenture Holder(s) pursuant to the terms of this Key Information Document.
- iv. The Company shall ensure due compliance and adherence to the Master Circular for Debenture Trustee in letter and spirit.
- v. To the extent applicable and required in terms of the Master Circular for Debenture Trustee, the Debenture Trustee shall execute an "inter creditor agreement" in the manner prescribed under the Master Circular for Debenture Trustee.
- vi. To the extent required/ applicable, the Company shall provide intimation to the Debenture Trustee regarding (i) any default in timely payment of interest or redemption or both in respect of the non-convertible debt securities issued by the Company, and (ii) all covenants of the issue (including side letters, event of default provisions/ clauses etc.).

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- vii. The Company shall promptly disclose and furnish to the Debenture Trustee, all documents/ information about or in relation to the Company or the Debentures, as requested by the Debenture Trustee to fulfil its obligations hereunder or to comply with any applicable Law, including in relation to filing of its reports/ certification to stock exchange within the prescribed timelines.
- viii. The Company and the Debenture Trustee hereby agree and covenant to comply with the requirements prescribed under the Master Circular for Debenture Trustee in respect of the Debentures and the transactions contemplated in the Transaction Documents.

2.36 Undertaking of the Issuer

- a) Investors are advised to read the risk factors carefully before taking an investment decision in this issue. For taking an investment decision, investors must rely on their own examination of the issuer and the offer including the risks involved. The securities have not been recommended or approved by the any regulatory authority in India, including the Securities and Exchange Board of India (SEBI) nor does SEBI guarantee the accuracy or adequacy of this document. Specific attention of investors is invited to the statement of 'Risk factors' given on page number under the section 'General Risks'.
- b) The Issuer, having made all reasonable inquiries, accepts responsibility for, and confirms that this issue document contains all information with regard to the issuer and the issue, that the information contained in the issue document is true and correct in all material aspects and is not misleading in any material respect, that the opinions and intentions expressed herein are honestly held and that there are no other facts, the omission of which make this document as a whole or any of such information or the expression of any such opinions or intentions misleading in any material respect.
- c) The issuer has no side letter with any debt securities holder except the one(s) disclosed in the issue document. Any covenants later added shall be disclosed on the stock exchange website where the debt is listed.

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SECTION 3: KEY TERMS OF THE ISSUE

3.1 COVENANTS OF THE ISSUER:

(a) AFFIRMATIVE COVENANTS

The Company shall comply with the following covenants during the Tenor of the Debentures. All the covenants in this Schedule shall be tested on quarterly basis.

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

The Company shall utilize the proceeds of this issue in accordance with applicable Laws and regulations and as provided in this Deed.

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

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

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

Company shall promptly inform the Debenture Trustee if it has notice of any application for winding up having been made or any statutory notice of winding up under the provisions of the Act or any other notice under any other statute relating to winding up or otherwise of any suit or other legal process intended to be filed or initiated against the Company.

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

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

(e) **Costs and expenses**

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

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

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

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

Company shall

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- 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.

(h) ***Pay stamp duty***

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

(i) ***Furnish information to trustee***

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

(j) ***Grievance***

Promptly and expeditiously attend to and redress the grievances within a period of 21 (twenty one) days from the date of receipt of grievance, if any, of the Debenture Holders. The Company further undertakes that it shall promptly comply with the suggestions and directions that may be given in this regard, from time to time, by the Debenture Trustee and shall advise the Debenture Trustee periodically of the compliance.

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

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

- (i) notice of any Event of Default or potential Event of Default, each as listed in **Schedule XI (Events of Default)** of this Deed;
- (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 Regulations;

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- (iii) details of any material litigation, arbitration or administrative proceedings, etc. against the Company which may impact the ordinary course of business of the Company, including those that are required to be disclosed to the Debenture Trustee;
- (iv) any and all information required to be provided to the Stock Exchange under the Listing Regulations; and
- (v) the declaration or distribution of dividend.

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

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

(m) **Further assurances**

Company shall

- (i) execute and/or do, at their own expense, all such deeds, assurances, documents, instruments, acts, matters and things, in such form and otherwise as the Debenture Trustee may reasonably or by Law require or consider necessary in relation to enforcing or exercising any of the rights and authorities of the Debenture Trustee;
- (ii) furnish to the Debenture Trustee details of all grievances received from the Debenture Holders and the steps taken by the Company to redress the same. At the request of any Debenture Holder, the Debenture Trustee shall, by notice to the Company call upon the Company to take appropriate steps to redress such grievance and the Company shall comply with the instructions of the Debenture Trustee issued in this regard;
- (iii) obtain, comply with the terms of and do all that is necessary to maintain in full force and effect all authorisations necessary to enable it to lawfully enter into and perform its obligations under this Deed or to ensure the legality, validity, enforceability or admissibility in evidence in India of this Deed;
- (iv) comply with the SEBI Reduction in Denomination of Debt Securities Circular;
- (v) The Company should comply with corporate governance, follow pricing and practices approved by Board of Directors and adhere to digital lending guidelines and fair practice code issued by RBI;
- (vi) comply with:
 - (A) all Laws, rules, regulations and guidelines (including but not limited to environmental, social and taxation related Laws), as applicable in respect of the Debentures and obtain such regulatory approvals as may be required from time to time, including but not limited to SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, SEBI NCS Listing Regulation and (iv) the provisions of the listing agreement 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;

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- (C) the provisions of the Act in relation to the issue of the Debentures;
- (D) procure that the Debentures are rated and continued to be rated until the redemption of the Debentures;
- (E) the Company shall ensure that, at time of making any payment of interest or repayment of the principal amount of the Debentures in full or in part, the Company shall do so in the manner that is most tax efficient for the Debenture Holders (including withholding tax benefit) but without, in any way, requiring the Company to incur any additional costs, expenses or taxes and the Company shall avail of all the benefits available under any treaty applicable to the Company and/or the Debenture Holders;
- (F) Comply with any monitoring and/or servicing requests from Debenture Trustee; and
- (G) all Laws, rules, regulations and guidelines as applicable in respect of foreign investors (if any).

(n) **Security**

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

- (i) the Debentures shall be secured with first ranking exclusive continuing security by way of a first ranking exclusive charge on the Hypothecated Assets in favour of the Debenture Trustee for the benefit of the Debenture Holders;
- (ii) that all the Assets that shall be charged to the Debenture Trustee under the Hypothecation Agreement shall always be kept distinguishable and held as the exclusive property of the Company specifically appropriated to this security and be dealt with only under the directions of the Debenture Trustee. The Company shall not create any charge, lien or other encumbrance upon or over the same or any part thereof except in favour of the Debenture Trustee nor suffer any such charge, lien or other encumbrance or any part thereof nor do or allow anything that may prejudice this security and the Debenture Trustee shall be at liberty to incur all costs and expenses as may be necessary to preserve this security and to maintain the same undiminished and claim reimbursement thereof;
- (iii) shall, on the First Security Cover Determination Date and at all times thereafter, ensure that the Security Cover Ratio is maintained and towards this end, it shall on or before each Quarterly Security Cover Determination Date, Top-up the Hypothecated Assets with additional Receivables and/or Replace any Receivables constituting the Hypothecated Assets in accordance with the Hypothecation Agreement so as to ensure that Security Cover Ratio is maintained at all times from the First Security Cover Determination Date until the redemption of the Debentures in full and perfect the first ranking and exclusive charge of the Debenture Trustee over such modified Hypothecated Assets by filing Form CHG-9 with the concerned ROC and the required filing with the Central Registry in relation thereto as soon as practicable and no later than 30 (thirty) days therefrom;
- (iv) shall, on the First Security Cover Determination Date and every Quarterly Hypothecated Asset Reporting Date, as also whenever required by the Debenture Trustee, give full particulars to the Debenture Trustee of all the Hypothecated Assets from time to time and shall furnish and verify all statements, reports (including Monitoring Reports as prescribed in the Hypothecation Agreement), returns, certificates and information from time to time and as required by the Debenture Trustee and furnish and execute all necessary documents to give effect to the Hypothecated Assets;
- (v) the security interest created on the Hypothecated Assets shall be a continuing security as described in the Hypothecation Agreement;

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- (vi) the Hypothecated Assets shall satisfy the eligibility criteria set out in **Schedule XII (Eligibility Criteria)**;
 - (vii) nothing contained herein shall prejudice the rights or remedies of the Debenture Trustee and/ or the Debenture Holders in respect of any present or future security, guarantee obligation or decree for any Financial Indebtedness or liability of the Company to the Debenture Trustee and/ or the Debenture Holders; and
 - (viii) the Debenture Holders shall have a beneficial interest in the moveable Assets of the Company which have been charged to the Debenture Trustee to the extent of the Outstanding Principal Amounts of the Debentures under this Deed.
- (o) **Filings**
- If the Debentures are listed, the Company shall file with the BSE such information as required under Chapter V of SEBI (Listing Obligations and Disclosure Requirements) Regulation, 2015;
- (p) **Amounts to be reimbursed to the Debenture Trustee**
- Company shall, forthwith upon demand by the Debenture Trustee, reimburse to the Debenture Trustee all amounts paid by the Debenture Trustee to reasonably protect the Hypothecated Assets and such amounts shall be deemed to be secured by the Hypothecated Assets;
- (q) **Delay in Security Creation**
- Company shall in the event of any delay in the creation of first ranking and exclusive charge over the Hypothecated Assets within the timelines stipulated in the Hypothecation Agreement or in the event the Security Cover Ratio is not met on or prior to the First Security Cover Determination Date, the Company will, at the option of the Debenture Holders, either:
- (i) refund the Application Money as set out in Clause 2.5 of this 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 the creation of first ranking and exclusive charge over the Hypothecated Assets pursuant to the terms of the Hypothecation Agreement such that the Security Cover Ratio is met.
- (b) **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;
- (c) **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;
- (d) **Subsequent Valuation**

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The Company shall at its own cost carry out subsequent valuation of the Hypothecated Assets at the request of the Debenture Trustee.

(e) **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;

The Issuer shall ensure that the Secured Assets are adequately insured.

(f) **Corporate Governance**

- i. the Company shall maintain the highest standards of corporate governance in accordance with the NBFC Master Directions;
- ii. shall at all times until the redemption of all outstanding Debentures, ensure that there is at least 1 (one) independent director; and
- iii. the Company shall at all times comply with the NBFC Master Directions and Digital Lending Guidelines issued by Reserve Bank of India dated September 02, 2022, as applicable and any amendments from time to time.

(g) **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 obtain, comply with and maintain all necessary licenses / authorisations;
- v. 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
- vi. the Company shall at all times act and proceed in relation to its affairs and business in compliance with applicable Law.

(h) **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;

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- iii. visit and inspect the premises of the Company; and
- iv. meet and discuss matters with senior management employees of the Company.

(i) **Conditions Subsequent**

Company shall comply with the conditions stipulated in **Schedule VI** (*Conditions Subsequent*);

(j) **Financial Covenants**

Company shall comply with the financial covenants stipulated in **Schedule IX** (*Financial Covenants*);

(k) **Issue Terms and Conditions**

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

(l) **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;

(m) **Information to Debenture Trustee**

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

(b) **NEGATIVE COVENANTS**

Without the prior written consent of the Debenture Trustee the Company shall not take any action/ permit any action to be taken in relation to the items set out herein: All the covenants in this Schedule shall be tested on quarterly basis.

(a) **Change of business;**

Change the general nature of its business (save and except other than in ordinary course of business) from that which is permitted by the RBI. The issuer shall not undertake any new major new business outside financial services or any diversification of its business outside financial services, without approval of Majority Debenture Holders.

(b) **Change in constitutional documents**

Change or make any alteration to its Constitutional Documents, where such amendment would have a Material Adverse Effect, without prior consent of the Debenture Trustee. The above does not apply to any changes to effect an increase in authorised share capital.

(c) **Shareholding and Management Covenants**

Mr Deepak Aggarwal and Mr Mayur Modi to continue to remain on the executive position and on board in the Company.

(d) **Dividend**

Declare or pay any dividend or make any distributions on its share capital (other than dividends or

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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 **Schedule IX (Financial Covenants)**; and
- (iv) the company has paid or made satisfactory provision for the payment of the installments of principal and interest due on the Debentures.

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

The Company shall not, enter into any transaction of merger (except for ongoing merger between Moneyboxx Capital Private Limited and Moneyboxx Finance Limited), de-merger, consolidation, re-organization, scheme of arrangement or compromise with its creditors or shareholders or effect any scheme of amalgamation or reconstruction, acquisitions, restructuring, without approval of Majority Debenture Holders except as stated in the Transaction Documents..

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

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

(g) **Acquisition**

Acquire, without the prior written consent of the Majority Debenture Holders, any company, business or undertaking, other than as may be permitted under this Deed, if the amount of the acquisition cost is likely to have Material Adverse Effect, whether paid by cash or otherwise.

(h) **Joint Venture**

Without the prior written consent of the Majority Debenture Holders:

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

(i) **Loans and Guarantees**

The Company shall not:

- a. Directly or indirectly lend to any of its group companies, or to its promoters (as defined in the Act, or any Related Parties; or
- b. undertake to guarantee the liabilities of any individual or entity,

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

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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 other than in the ordinary course of business; or
- iii. enter into any management contract or similar arrangement whereby its business or operations are managed by any other person.

(k) **Immunity**

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

(l) **Liabilities**

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

(m) **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. The Company will not permit a Change of Control (as defined below) from that subsisting as of the Deemed Date of Allotment.

Without prior consent approve any change in management Control, voting rights and board seats by Promoters from that subsisting as of the Deemed Date of Allotment.

(n) **Buy-back**

The Company will not purchase or redeem any of its issued Equity Shares except equity shares allotted under ESOP scheme of the Company or reduce its share capital without the prior written consent of the Debenture Trustee.

(o) **Disposal of Assets**

Sell, assign, transfer, or otherwise dispose of in any manner whatsoever any material Assets, business or division of the Company (whether in a single transaction or in a series of transactions (whether related or not) or any other transactions which cumulatively have the same effect) other than any securitisation/portfolio sale of assets undertaken by the Company in its ordinary course of business.

Any sale of assets/ business/ division that has the effect of exiting the business or re-structuring of the existing business.

(p) **Management Control**

The Company shall not make any material change in its management without the prior written consent of the Debenture Holders, which may cause or permit change in control (as defined under the under the SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011) of the Company, pass a resolution of voluntary winding up or implement any scheme for restructuring or reconstruction, consolidation, amalgamation, merger or other similar purposes.

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(q) **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.

(r) **Anti-money laundering**

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

(s) **Related Party Transactions**

The Company shall not enter into related party transaction (other than in arms' length price and in ordinary course of business related to lending activities).

(t) **Financial Year**

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

(u) **Breach**

The Company shall not breach or violate any covenant/warranty/representation as maybe contained in any other loan/facility agreement executed between the Company and Debenture Holder.

(v) **Others**

Without prejudice to Clause (c) (*Change in shareholding*) of this **Schedule VII (Negative Covenants)** the Company shall not permit sale/ transfer/ disposal of (i) equity shares of the Company, or (ii) instruments that are compulsorily and mandatorily convertible into equity shares of the Company, by the Promoter(s) and/ or (iii) permit the Promoter(s) to exit from management activities in relation to the Company.

(c) **FINANCIAL COVENANTS**

The Company shall comply with each of the following financial covenants at all times until the redemption of all outstanding Debentures. Upon breach of Financial Covenants, the Issuer shall intimate the Debenture Trustee and the Debenture Holders of such breach requesting waiver. In the event the Majority Debenture Holders do not provide requisite consent/dissent within a period of 45 (forty five) Business Days from receipt of such intimation, it shall be considered as deemed consent/ deemed waiver. Debenture Trustee shall issue a deemed approval for the waiver after a period of 45 (forty five) Business Days from receipt of such intimation to the Issuer.

- i. The capital adequacy ratio (as defined in extant NBFC regulations as set by RBI) shall be above 20% as per the RBI guidelines and calculations.
- ii. Total Debt to Tangible Net worth shall not exceed 4.50 (four-and-half) times.
- iii. Maximum permissible ratio of sum of PAR>90 and write-off (on the Company's entire portfolio including receivables sold or discounted on non-recourse basis) to Gross Loan Portfolio shall be 12%(Twelve percent) till Mar'26 and after that it shall be 10% till Sept'26 and after this it shall be 8% till Mar'27, and

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6% thereon. Write-offs will be considered for trailing 12 months.

- iv. Maximum permissible PAR>90 net of provisions on Owned Loan Portfolio to Tangible Net Worth of the Company shall be upto 25.00%.
- v. Minimum permissible ratio of Tangible Net Worth to Gross Loan Portfolio of the Company shall be 13.00% (Thirteen Percent).
- vi. Cumulative mismatches in Asset and Liability Mismatch (ALM) should be positive for all buckets. Undrawn sanction will be excluded for the purpose of the calculation.
- vii. Maximum levels of NNPA at 3%
- viii. Ensure that the profit after tax (as determined in accordance with Applicable Accounting Standards) is not negative for any financial year closing.
- ix. The Company will maintain unencumbered cash and cash equivalent of at least 5% of its Gross Loan Portfolio.
- x. Maintain Credit rating of "BBB with stable outlook".

All financial covenants would be tested on quarterly basis on June 30, September 30, December 31, March 31.

(d) **REPORTING COVENANTS**

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

(a) **Monthly Reports**

- i. Shall provide details of a) operational, vintage & financial information, b) portfolio cuts, c) monthly disbursements d) monthly DPD statement, e) changes in Board & management and f) changes in shareholding pattern g) Structural liquidity data i) Collection h) i) Latest Borrowing profile j) k efficiency l) prepayments m) and o/s balance n) RBI Returns o) Top 20 borrowers on a monthly basis in the format as specified by the Debenture Trustee.
- ii. Shall share information about facilities sanctioned to it by other lenders (i.e. Key Terms) every month in a format as deemed fit by the Debenture Trustee.

(b) **Quarterly Reports**

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 static portfolio cuts, collection efficiency and portfolio at risk data), funding in formats acceptable to the Debenture Trustee and the Debenture Holders;
- 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);

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- iv. Book Debt Certificate and Hypothecated pool certified by an Independent chartered accountant;
- v. extract of the loan register covering details of all exposures of INR fifty lakhs or more;
- vi. on a quarterly basis obtain a certificate from the statutory auditor of the Company giving the value of receivables/book debts or fixed deposit including compliance with the covenants of Transaction Documents and that the minimum asset cover of 1.1x or 1.0x is maintained.
- vii. a compliance certificate confirming compliance with the financial covenants set forth in **Schedule IX (Financial Covenants)** signed by statutory auditor of the Company in the form and substance reasonably satisfactory to the Debenture Trustee and the Debenture Holders;
- viii. The Company shall furnish quarterly report to the Debenture Trustee containing the following particulars:
 - i. Updated list of the names and addresses of the Debenture Holders.
 - ii. Details of the Interest due, but unpaid and reasons thereof.
 - iii. The number and nature of grievances received from the Debenture Holders and (A) resolved by the Company (B) unresolved by the Company and the reasons for the same.
 - iv. A statement that the Hypothecated Assets is sufficient to discharge the claims of the Debenture Holders as and when they become due;
 - v. Information on:
 - a. any changes in the accounting policy of the Company from that followed as on the Deemed Date of Allotment.
 - b. All data required for covenant testing including restructured POS, TTM Write-off, borrowing profile sheet, CRAR, contingent liabilities.
 - c. such other information, as may be required by the Debenture Trustee.
 - d. CRAR calculation
 - e. Write-off
 - f. Detailed business projections
 - g. Related party transactions
 - h. Any other financial / operational data as may reasonably be required by the Debenture Holder/s.

(c) **Annual Reports**

The Company shall provide or cause to be provided to the Debenture Trustee, and to any Debenture Holder (if so requested by such Debenture Holder), including on any online reporting platform notified to the Company, in form and substance reasonably satisfactory to the Debenture Trustee, each of the following items:

- (a) as soon as available, and in any event within 90 (ninety) calendar days after the end of each Financial Year:

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- (i) a certificate signed by statutory auditor stating that the Company is in compliance with all the financial covenants prescribed in Schedule IX on the basis of the audited financial statements of the Company;
 - (ii) a certificate from statutory auditor certifying that the receivables created out of the issuance are hypothecated to the Investor and Investor has exclusive first charge on the receivables/ fixed deposit created out of the issuance and the minimum asset cover of 1.1x or 1.0x is available. Certificate to contain details of receivables (Loan ID, amount sanctioned, amount outstanding, overdue status) hypothecated to Investor;
- (b) as soon as available, and in any event within 180 (one hundred and eighty) calendar days after the end of each Financial Year, certified copies of its annual report for such Financial Year.
- (d) **Event Based Reports**
 - (i) as soon as practicable and in any event within 5 (five) calendar days (in respect of any changes/actions requiring the approval of the board of directors) and 15 (fifteen) calendar days (in all other cases) of the occurrence of the following events, the details of:
 - a. any change in the list/composition of the board of directors of the Company;
 - b. any change in the shareholding structure of the Company, in form and substance satisfactory to the Debenture Trustee and the Debenture Holders.
 - c. any change in any of the senior management officials (CXO or equivalent) of the Company (timeline as per applicable law);
 - d. Any fraud amounting to more than 1% of Gross Loan Portfolio;
 - e. Any material changes in accounting policy;
 - f. any prepayments or notice of any prepayments of any indebtedness of the Company;
 - g. any amendment to constitutional documents except amendment of memorandum of association and the articles of association due to the following events:
 - i. Increase in authorised Share Capital and/or any re-classification;
 - ii. Appointment of observer on behalf of any investor;
 - iii. Appointment of Nominee Director on behalf of an investor;
 - iv. Any change in the Articles as a result of amendments in the shareholders' agreement entered with any shareholder/investor; provided that such amendment(s) are not prejudicial to the interest of the Debenture Holder of this Issue;
 - (ii) details of any new segment of business other than the business carried out by the Company as of the Effective Date in accordance with the Constitutional Documents;
 - (iii) as soon as practicable, and in any event within 1 (one) day after the Company obtains actual knowledge thereof, notice of the occurrence of any event or circumstance that could reasonably be expected to result in a Material Adverse Effect;
 - (iv) as soon as practicable, and in any event within 1 (one) Business Day after the Company

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obtains actual knowledge thereof, notice of any dispute, litigation, investigation or other proceeding affecting the Company or its property (including the Hypothecated Assets) or operations, which, if adversely determined, could result in a Material Adverse Effect;

- (v) as soon as practicable and in any event within 1 (one) Business Day after the Company obtains actual knowledge thereof any winding up proceedings initiated against the Company.
- (vi) as soon as practicable, and in any event within 1 (one) day after the Company obtains actual knowledge thereof obtains or reasonably, notice of the occurrence of any Event of Default or potential Event of Default including any steps taken to cure such event;
- (vii) as soon as practicable, and in any event within 1 (one) Business Day of any notice of any application for winding up having been made or receipt of any statutory notice of winding up under the provisions of the Act or any other notice under any other law or otherwise of any suit or legal process intended to be filed and affecting the title to the property of the Company; and
- (viii) as soon as practicable, and in any event within 1 (one) Business Day of any application of insolvency petition under bankruptcy code/ NCLT by the Issuer.
- (ix) Intimations regarding all covenants of the issue including side letters, accelerated payment clause, etc. and their breaches if any.

(e) **Disclosures under SEBI Listed Debentures Circulars and Regulations**

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

(f) **Others**

The company shall be required to pay a penalty as mutually agreed in the event of non-adherence of the above reporting covenants on a timely basis.

3.2 EVENTS OF DEFAULT

(a) **Payment Defaults**

- (i) The Company does not pay on the Due Date any amount payable pursuant to this Deed and the Debentures (including but not limited to penal interest, if any) at the place and in the currency in which it is expressed to be payable,.
- (ii) The Debentures are not redeemed in full, along with accrued but unpaid interest, and other costs, charges and expenses incurred under or in connection with the Transaction Documents, by the Final Redemption 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.

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(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 Majority Debenture Holders or fails to comply with the requirement of Security Cover Ratio as defined in Schedule I.

(d) **Business**

- i. The Company without obtaining the prior consent of the Majority Debenture Holders ceases to carry on its business or gives notice of its intention to do so.
- ii. The operating licenses of the Company issued by the Reserve Bank of India and/ or the Securities and Exchange Board of India are revoked.
- iii. Failure by the Issuer to disburse new loans or failure to appoint third party collection teams in case of any regulatory action in this regard.

(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;
- iii. If, without the prior written approval of the Debenture Trustee, the Hypothecated Assets or any part thereof is transferred, assigned, charged, encumbered or alienated but no prior approval shall require for the replacement of assets comprising the Hypothecated Assets with other similar assets; or
- iv. the value of the Hypothecated Assets is insufficient to maintain the Security Cover Ratio and Company fails to maintain the minimum-Security Cover Ratio or provide additional security to meet the Security Cover as specified in the Hypothecation Agreement within the stipulated timelines in the Hypothecation Agreement.
- v. When the company creates or attempts to create any charge on the Hypothecated Properties or any part thereof without the prior approval of the Debenture Holders;

(f) **Fraud and Embezzlement**

Any material act of fraud, embezzlement, misstatement, misappropriation or siphoning off of the funds of the Company, or the Promoters 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 Documents 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 acting solely on the instructions of the Majority Debenture Holders, save and except where such change is in ordinary course of business.

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

- i. Any corporate action, legal proceedings or other procedure or step is taken in relation to:
- (A) the suspension of payments, a moratorium of any 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 Affiliate, in respect of any reference or enquiry or proceedings commenced, before the National Companies Law Tribunal or under any mechanism or prescription of the RBI in respect of resolution/restructuring of stressed assets (including without limitation, under the RBI's circular no. 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) Any financial creditors' initiates proceedings under Insolvency and Bankruptcy Code, 2016 against the Company;
 - (F) A petition for the reorganization, arrangement, adjustment, winding up or composition of debts of the Company is filed on the Company (voluntary or otherwise) or have been admitted or makes an assignment for the benefit of its creditors generally and such proceeding is not contested by the company for staying, quashing or dismissed within 15 (Fifteen) days; and
 - (G) enforcement of any security over any Assets of the Company or its Affiliate.
- Any other event occurs or proceeding instituted under any applicable Law that would have an effect analogous to any of the events listed in sub-Clauses (A) to (G) 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, 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 which results into a default (as may be defined therein) which permits 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, however it is clarified that this provision shall not cover any voluntary pe-payment made by the Company in accordance with the terms thereof; 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 or (iv) default by the parent entity or any subsidiary or any associate entity of the Company in the observance or performance of any agreement or condition relating to any Financial Indebtedness or (v) any payment acceleration in any financing documents of the Company on breach of any other covenants by the Company.

(k) **Creditors' Process**

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- 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 become 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. Restructuring of any borrowing agreements.
- vi. 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 10% (ten 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. This 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) ***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.

(o) ***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.

(p) ***Repudiation***

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

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Transaction Documents.

(q) **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 X (Reporting Covenants)**.

(r) **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.

(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.

The Company fails to pay a final judgment or court order.

(v) **Erosion of Net Worth**

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

(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 (except for ongoing merger between Moneyboxx Capital Private Limited and Moneyboxx Finance Limited), or any action for reorganisation of capital without the prior written consent of the Special Majority of Debenture Holders.

(x) **Sale, disposal**

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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 third party without the prior written consent of the Debenture Holder. Such consent shall not be unreasonably delayed or withheld by the Debenture Holders.

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

Change in management Control, voting rights and board seats by Promoters.

(aa) **Wilful default**

Any Promoters or directors or key management personnel of the Company is/are declared as wilful defaulter by any competent authority, or 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 convictions of any offence relating to bribery.

(bb) **Failure to meet governance and data integrity standards**

Failure by the Company to meet standards with respect to management, governance, and data integrity, as may be required by the Debenture Trustee/Debenture Holders as per RBI regulations.

(cc) **Discretionary Audits**

Failure to meet standards in two successive Discretionary Audits conducted by the Debenture Trustee.

(dd) **Breach of Covenants**

- i. Any breach of affirmative covenants mentioned in **Schedule VII (Affirmative Covenants)**.
- ii. Any breach of negative covenants mentioned in **Schedule VIII (Negative Covenants)**.
- iii. Any breach of financial covenants stipulated in **Schedule IX (Financial Covenants)** except in the event of any deemed waiver provided by the Debenture Trustee in the terms of this Deed.
- iv. Any breach of reporting covenants stipulated in **Schedule X (Reporting Covenants)**.
- v. A breach by the Company of any of its obligations and covenants provided in terms of this Deed or other Transaction Documents and such breach is not remedied (if capable of remedy).

3.3 ROLES AND RESPONSIBILITIES OF THE DEBENTURE TRUSTEE

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

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

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- (b) the Debenture Trustee shall be the attorney of the Company and shall have the right to execute, sign and do any deeds, documents, assurances, acts and things in the name and on behalf of the Company, which shall in the opinion of the Debenture Trustee be necessary or expedient that the Company should execute, sign and do for the purpose of carrying out any of the trusts or obligations declared or imposed upon the Debenture Trustee;
- (c) the Debenture Trustee is not permitted to release / exclude any part of the Hypothecated Assets temporarily or permanently from the security created / to be created for the Debentures except in accordance with a Special Resolution/Majority Resolution. Notwithstanding anything contained in this Deed, promptly upon the occurrence of the Final settlement Date, Debenture Trustee shall upon the receipt of no-dues certificate from the Debenture Holders, at the Company's cost and expense, release the charge created in favour of the Debenture Trustee on the Hypothecated Assets;
- (d) subject to the approval of the Debenture Holders by way of Special Resolution/Majority Resolution passed at a meeting of Debenture Holders held for determining the liability of the Debenture Trustee, the Debenture Trustee shall, as regards all trusts, powers, authorities and discretions, have absolute and uncontrolled discretion as to the exercise thereof and to the mode and time of exercise thereof and in the absence of any fraud, gross negligence, willful misconduct or breach of trust as determined by the court of competent jurisdiction shall not be responsible for any loss, costs, charges, expenses or inconvenience that may result from the exercise or non-exercise thereof and in particular they shall not be bound to act at the request or direction of the Debenture Holders under any provisions of these presents unless sufficient monies shall have been provided or provision to the satisfaction of the Debenture Trustee made for providing the same and the Debenture Trustee are indemnified to their satisfaction against all further costs, charges, expenses and liability which may be incurred in complying with such request or direction;
- (e) with a view to facilitating any dealing under any provisions of these presents the Debenture Trustee shall have full power to consent (where such consent is required) to a specified transaction or class of transactions conditionally;
- (f) the Debenture Trustee shall not be responsible for the monies paid by Applicants for the Debentures;
- (g) without prejudice to the rights to indemnity by Law given to the Debenture Trustee, the Debenture Trustee and every receiver, attorney, manager, agent or other person appointed by them shall, subject to the provisions of the Act, be entitled to be indemnified by the Company in respect of all liabilities and expenses incurred by them or him in the execution or purported execution of the powers and trusts thereof and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted and the Debenture Trustee may retain and pay out of any monies in their hands the amount of any liabilities and expenses necessary to effect such indemnity and also remuneration of the Debenture Trustee as herein provided or otherwise howsoever arising out of or in connection with these presents or the issue of the Debentures;
- (h) the Debenture Trustee shall have full power to determine all questions and doubts arising in relation to any of the provisions hereof and every such determination bonafide made (whether or not the same shall relate wholly or partially to the acts or proceedings of the Debenture Trustee) in the absence of any fraud, gross negligence, willful misconduct or breach of trust as determined by the court of competent jurisdiction, shall be conclusive and binding upon all persons interested hereunder;
- (i) subject to the approval of the Debenture Holders by way of Special Resolution/Majority Resolution passed at a meeting of Debenture Holders held for determining the liability of the Debenture Trustee, the Debenture Trustee, except for any fraud, gross negligence, willful misconduct or breach of trust as determined by the court of competent jurisdiction, shall not be liable for any default, omission or delay in performing or exercising any of the powers or trusts herein expressed or contained or any of them or in enforcing the covenants herein contained or any of them or in giving notice to any person or persons of the execution hereof or in taking any other steps which may be necessary, expedient or desirable or for any loss or injury which may be occasioned by reason thereof unless the Debenture Trustee shall have been previously requested by notice in writing to perform, exercise or do any of such steps as aforesaid given in writing by the Special Majority Debenture

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Holder(s)/Majority Debenture Holders or by a Special Resolution/Majority Resolution duly passed at a meeting of the Debenture Holders and the Debenture Trustee shall not be bound to perform, exercise or do any such acts, powers or things or to take any such steps unless and until sufficient moneys shall have been provided or provision to the satisfaction of the Debenture Trustee made for providing the same by or on behalf of the Debenture Holders or some of them in order to provide for any costs, charges and expenses which the Debenture Trustee may incur or may have to pay in connection with the same and the Debenture Trustee are indemnified to their satisfaction against all further costs, charges, expenses and liabilities which may be incurred in complying with such request;

- (j) notwithstanding any contained to the contrary in this Deed, the Debenture Trustee shall before taking any action on behalf of the Debenture Holders or providing any consent on behalf of the Debenture Holders, obtain the written consent of the Majority Debenture Holders;
- (k) the Debenture Trustee shall forward to the Debenture Holders copies of any information, documents from the Company pursuant to this Deed within 2 (two) Business Days of receiving the same from the Company; and
- (l) The Debenture Trustee shall take all reasonable steps to realise the monies due to the Trust.
- (m) The Debenture Trustee shall have the right to rely on notices, communications, advertisement, website information of the Company and any other related party with respect to issue etc..

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

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

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SECTION 4: OTHER INFORMATION AND APPLICATION PROCESS

4.1 Who can invest apply?

The investors, who specifically approached, who are eligible to apply for this private placement of Debentures are mentioned in the General Information Document/ Key Information Document. All investors are required to comply with the relevant regulations/guidelines applicable to them for investing in this Issue.

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

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

An Application Form must be accompanied by either demand draft(s) or cheque(s) drawn or made payable in favour of the Issuer or otherwise as may be set out in the Application Form and crossed "Account Payee Only".

4.2 Application Procedure through EBP Bid Process as per EBP Guidelines:

- a. In order to be able to bid under the BSE EBP Platform, Eligible Investors must have provided the requisite documents (including but not limited to know your customer) in accordance with the EBP Guidelines or applicable law. The Company is entitled at any time to require an Eligible Investor to provide any know your customer or other documents as may be required to be maintained by it or delivered to a third party by it in accordance with applicable laws.

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

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

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

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

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

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

- A. Modification of Bid: Eligible Investors may note that modification of bid is allowed during the bidding period or window. However, in the last 10 minutes of the bidding period or window, revision of bid is

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- only allowed for upward revision of the bid amount placed or to improve the coupon or yield by the Eligible Investor.
- B. Cancellation of Bid: Eligible Investors may note that cancellation of bid is allowed during the bidding period or window. However, in the last 10 minutes of the bidding period or window, no cancellation of bids is permitted.
 - C. Multiple Bids: Bidders are permitted to place multiple bids on the BSE EBP Platform in line with the BSE EBP Guidelines and the EBP Guidelines.
 - D. Manner of bidding: The Issue will be through closed bidding on the BSE EBP platform in line with the BSE EBP Guidelines and the EBP Guidelines.
 - E. Manner of allotment: The allotment will be done on uniform yield basis in line with the BSE EBP Guidelines and the EBP Guidelines.
 - F. Manner of settlement: Settlement of the Issue will be done through online transfer and the account details are given in the section on Payment Mechanism of this Key Information Document.
 - G. Settlement cycle: The process of pay-in of funds by investors and pay-out to Company will be done on T+1 trading day, where T is the Issue Closing Date.
 - H. Offer or Issue of executed offer letters cum application forms to successful Eligible Investors. The offer letters cum application forms along with the Application Form will be issued to the successful Eligible Investors, who are required to complete and submit the Application form to the Company in order to accept the offer of Debentures.

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

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

Details of size of issue including green shoe option, if any and a range within which green shoe may be retained (if applicable)	<p>Total Issue size: Up to 40000 (forty thousand) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures each having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) aggregating to INR 40,00,00,000/- (Indian Rupees Forty Crore Only)</p> <p>Base Issue: 25000 (twenty five thousand) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures each having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) aggregating to INR 25,00,00,000/- (Indian Rupees Twenty Five Crore Only);</p> <p>Green Shoe Option: up to 15000 (fifteen thousand) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures each having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) aggregating to</p>
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	INR 15,00,00,000/- (Indian Rupees Fifteen Crore Only)
Anchor Portion Details	No
Interest rate parameter	Fixed Coupon
Bid opening and closing date	Bid opening date: October 15, 2025 Bid closing date: October 15, 2025
Minimum Bid Lot	1000 (One Thousand) Debentures (aggregating to INR 1,00,00,000 (Indian Rupees One Crore), and 1 (one) Debenture thereafter.
Manner of bidding in the Issue/ Bid Type	Open Bidding
Manner of allotment in the Issue	Uniform Yield Allotment
Manner of settlement in the Issue	Pay-in of funds through ICCL. The pay-in of the Application Money for the Debentures shall be made by way of transfer of funds from the bank account(s) of the Eligible Investors (whose bids have been accepted) as registered with the Electronic Book Provider into the account of the ICCL, as specified in this regard below.
Settlement Cycle & Deemed Date of Allotment	T+1

4.3 Process flow of settlement:

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

Name of the Bank	HDFC Bank Limited
IFSC Code	HDFC0000060
Account Number	ICCLEB
Name of the beneficiary	Indian Clearing Corporation Ltd.

Name of the Bank	ICICI Bank
IFSC Code	ICIC0000106
Account Number	ICCLEB
Name of the beneficiary	Indian Clearing Corporation Ltd.

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

Beneficiary Name	Moneyboxx Finance Limited
Bank Account No.	41711180831
IFSC Code	SBIN0006836
Bank Name	State Bank of India

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Branch Address	Roj Ka Meo Delhi, Alwar Road, Infrom of NBGSM College, Mewat, Haryana - 122103, India.
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It must be noted that all funds pay-in obligations need to be fulfilled in totality. Partial fund receipt against any given obligation will be treated as a default and debarment penalties will be applicable as specified by the EBP Requirements and other Applicable Law.

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

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

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

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

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

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

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

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

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right to change the Issue Schedule.

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

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

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

Deemed date of allotment for the issue is 16th October, 2025, by which date Investors would be intimated of allotment.

4.4 Details of Issuances in the previous financial year:

Sr.No.	Issue Size (Inclusive of Green Shoe Option)	Base Issue + Green Shoe Option	Green Shoe Option actually exercised	Month of Issue
1	30 Cr	30 Cr	-	November
2	40Cr	40Cr	-	February
3	40 Cr	40 Cr	-	March
4	15 Cr	15 Cr +10 Cr	10 Cr	March
5	60 Cr	60 Cr	-	March
6	50 Cr	50 Cr	-	June

4.5 Procedure for Applying for Dematerialised Facility

- (a) The applicant must have at least one beneficiary account with any of the DP's of NSDL and CDSL prior to making the application.
- (b) The applicant must necessarily fill in the details (including the beneficiary account number and DP – ID) appearing in the Application Form under the heading "Details for Issue of Debentures in Electronic/Dematerialised Form".
- (c) Debentures allotted to an applicant will be credited to the applicant's respective beneficiary account(s) with the DP.
- (d) For subscribing to the Debentures, names in the Application Form should be identical to those appearing in the details in the Depository. In case of joint holders, the names should necessarily be in the same sequence as they appear in the account details maintained with the DP.

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- (e) Non-transferable allotment advice/refund orders will be directly sent to the applicant by the Registrar and Transfer Agent to the Issue.
- (f) If incomplete/incorrect details are given under the heading "Details for Issue of Debentures in Electronic/Dematerialised Form" in the Application Form, it will be deemed to be an incomplete application and the same may be held liable for rejection at the sole discretion of the Issuer.
- (g) For allotment of Debentures, the address, nomination details and other details of the applicant as registered with his/her DP shall be used for all correspondence with the applicant. The applicant is therefore responsible for the correctness of his/her demographic details given in the Application Form © those with his/her DP. In case the information is incorrect or insufficient, the Issuer would not be liable for the losses, if any.
- (h) The redemption amount or other benefits would be paid to those Debenture Holders whose names appear on the list of beneficial owners maintained by the R&T Agent as on the Record Date. In case of those Debentures for which the beneficial owner is not identified in the records of the R&T Agent as on the Record Date, the Issuer would keep in abeyance the payment of the redemption amount or other benefits, until such time that the beneficial owner is identified by the R&T Agent and conveyed to the Issuer, whereupon the redemption amount and benefits will be paid to the beneficiaries, as identified.

4.6 Depository Arrangements

The Issuer shall make necessary arrangement with CDSL and / or NSDL for issue and holding of Debenture in dematerialised form.

4.7 List of Beneficiaries

The Issuer shall request the R&T Agent to provide a list of beneficiaries as at the end of each Record Date. This shall be the list, which will be used for payment or repayment of redemption monies.

4.8 Application 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 of the Investor and the tax exemption certificate/document of the Investor, 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 its agents 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.

In case of an application made by companies under a power of attorney or resolution or authority, a certified true copy thereof along with memorandum and articles of association and/or bye-laws along with other constitutional documents must be attached to the Application Form at the time of making the application, failing which, the Issuer reserves the full, unqualified and absolute right to accept or reject any application in whole or in part and in either case without assigning any reason thereto. Names and specimen signatures of all the authorized signatories must also be lodged along with the submission of the completed Application Form.

4.9 Procedure for application by Mutual Funds and Multiple Applications

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

The Application Forms duly filled shall clearly indicate the name of the concerned scheme for which application is being made and must be accompanied by certified true copies of:

- (i) SEBI registration certificate
- (j) Resolution authorizing investment and containing operating instructions
- (k) Specimen signature of authorized signatories

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4.10 Documents to be provided by Investors

Investors need to submit the following documents, as applicable:

- (a) Memorandum and Articles of Association or other constitutional documents;
- (b) Resolution authorising investment;
- (c) Certified true copy of the Power of Attorney to custodian;
- (d) Specimen signatures of the authorised signatories;
- (e) SEBI registration certificate (for Mutual Funds);
- (f) Copy of PAN card; and
- (g) Application Form (including EFT/RTGS details).

4.11 Applications to be accompanied with Bank Account Details

Every application shall be required to be accompanied by the bank account details of the applicant and the magnetic ink character reader code of the bank for the purpose of availing direct credit of redemption amount and all other amounts payable to the Debenture Holder(s) through cheque/EFT/RTGS.

4.12 Succession

In the event of winding up of a Debenture Holder (being a company), the Issuer will recognise the legal representative as having title to the Debenture(s). The Issuer shall not be bound to recognize such legal representative as having title to the Debenture(s), unless they obtain legal representation, 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 such legal representation, in order to recognise any person as being entitled to the Debenture(s) standing in the name of the concerned Debenture Holder on the production of sufficient documentary proof and an indemnity.

4.13 Mode of Payment

All payments must be made through cheque(s) demand draft(s), EFT/RTGS as set out in the Application Form.

4.14 Effect of Holidays

- (h) If any Due Date on which any interest or additional interest is payable falls on a day which is not a Business Day, the payment to be made on such Due Date shall be made on the immediately succeeding Business Day.
- (i) If any Due Date on which any Outstanding Principal Amounts are payable falls on a day which is not a Business Day, the payment to be made on such Due Date shall be made on the immediately preceding Business Day.
- (j) If the Final Redemption Date or the Early Redemption Date, as the case may be, falls on a day which is not a Business Day, the payment of any amounts in respect of any interest and the Outstanding Principal Amounts to be made shall be made on the immediately preceding Business Day.

4.15 Tax Deduction at Source

1. Interest on NCDs issued pursuant to this Issue is subject to deduction of income tax under the provisions of the Income Tax Act, 1961 ("IT Act") or any other statutory modification or re-enactment thereof, as applicable. NCD Holders desirous of claiming non-deduction or lower deduction of tax at source under applicable laws, as the case may be, shall be required to submit the declaration/ certificates as per format prescribed under applicable laws with the Issuer and the RTA at the below mentioned address on or prior to the relevant Record Date for payment of interest on the NCDs:

Particulars	Contact Details of the Issuer	Contact Details of the RTA
Name	Moneyboxx Finance Limited	MAS Services Limited

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Particulars	Contact Details of the Issuer	Contact Details of the RTA
Correspondence Address	Corporate Office- Block A, DLF Building 8, 4th Floor, DLF Cyber City Gurugram, Haryana-122002 Head Office- 411A, Kanakia Wallstreet, Chakala, Andheri Kurla Rd, Andheri (East), Mumbai – 400093	T-34, IInd Floor, Okhla Industrial Area, Phase- II, New Delhi 110020, India
Contact Person	Mr. Lalit Sharma	Mr. Sharwan Mangla.
Designation	Company Secretary and Compliance Officer	Compliance Officer
E-mail ID	lalitsharma@moneyboxxfinance.com	info@masserv.com
Tel. No.	0124-4488245	+91 11 4132 0335
Link for online submission	NA	NA

2. In case of non-receipt of such prescribed declaration/ certificate from the NCD Holders claiming non-deduction or lower deduction of tax at source under applicable laws, on or prior to the relevant Record Date, the Issuer shall make TDS deductions in accordance with the prescribed rates prior to credit of interest on NCDs.
3. Income Tax is deductible at source at the rate of 10% on interest on NCDs held by resident Indians in accordance with Section 193 of the IT Act or such other rate as may be applicable from time to time. In cases where interest is to be paid to an Individual or Hindu Undivided Family (“HUF”) (being the NCD Holder) is less than Rs. 5,000 and interest is to be paid by way of account payee cheque then the relevant NCD Holder may seek non deduction of tax at source on the interest on NCDs by submitting the prescribed declaration/certificates with the Issuer and the RTA at the aforesaid address on or prior to the relevant Record Date.
4. In case of NCD Holder who is a resident Individual or resident HUF claiming non-deduction or lower deduction of tax at source under section 193 of the IT Act, as the case may be, the NCD Holder should furnish either (a) a declaration (in duplicate) in the prescribed form i.e. (i) Form 15H which can be given by Individuals who are of the age of 60 years or more (ii) Form 15G which can be given by all Debenture Holders (other than companies and firms), or (b) a certificate, from the Assessing Officer which can be obtained by all Debenture Holders (including companies and firms) by making an application in the prescribed form i.e. Form No. 13.
5. Debenture Holders may seek/ may be granted, as the case may be, non-deduction or lower deduction of tax at source in following instances under the IT Act:
 - a) When the Assessing Officer issues a certificate on an application by a Debenture Holder on satisfaction that the total income of the Debenture Holder justifies no/lower deduction of tax at source as per the provisions of Section 197(1) of the IT Act; and that a valid certificate is filed by the NCD Holder with the Company before the Record Date for payment of interest;
 - b) When the resident Debenture Holder with Permanent Account Number (“PAN”) (not being a company or a firm) submits a declaration as per the provisions of section 197A(1A) of the IT Act in the prescribed Form 15G verified in the prescribed manner to the effect that the tax on his estimated total income of the financial year in which such income is to be included in computing his total income will be NIL. However, under section 197A(1B) of the IT Act, Form 15G cannot be submitted nor considered for exemption from tax deduction at source if the dividend income referred to in section 194, interest on securities, interest, withdrawal from NSS and income from units of mutual fund or of Unit Trust of India as the case may be or the aggregate of the amounts of such incomes credited or

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- paid or likely to be credited or paid during the financial year in which such income is to be included exceeds the maximum amount which is not chargeable to income tax;
- c) Senior citizens, who are 60 or more years of age at any time during the financial year, enjoy the special privilege to submit a self-declaration in the prescribed Form 15H for non-deduction of tax at source in accordance with the provisions of section 197A(1C) of the IT Act even if the aggregate income credited or paid or likely to be credited or paid exceeds the maximum amount not chargeable to tax, provided that the tax due on the estimated total income of the year concerned will be NIL;
 - d) All mutual funds registered under Securities and Exchange Board of India are exempt from tax on all their income, including income from investment in Debentures under the provisions of Section 10 (23D) of the IT Act in accordance with the provisions contained therein. Further, as per the provisions of section 196 of the IT Act, no deduction of tax shall be made by any person from any sums payable to mutual funds specified under Section 10(23D) of the IT Act, where such sum is payable to it by way of interest or dividend in respect of any securities or shares owned by it or in which it has full beneficial interest, or any other income accruing or arising to it;
 - e) For any NCDs held by Foreign Institutional Investors/ Foreign Portfolio Investors/ Qualified Foreign Investors, interest income earned by FIIs/FPIs should be chargeable to tax at the rate of 20% plus surcharge and education cess under section 115AD of the IT Act. Tax shall be deducted u/s. 196D of the IT Act on such income at 20%. Where DTAA is applicable to the payee, the rate of tax deduction shall be lower of rate as per DTAA or 20%, subject to the conditions prescribed therein;
 - f) Interest payable to Life Insurance Corporation, General Insurance Corporation and any other insurers are exempted from deductions of tax at source under Section 193 of the IT Act;
 - g) Interest payable to entities falling under the list of entities exempted from TDS by the circular no. 18/2017 by Central Board of Direct Taxes (whose income is unconditionally exempt under Section 10 of the IT Act and who are also statutorily not required to file return of income as per Section 139 of the IT Act);
 - h) Any other specific exemption available to any other category of investors under the IT Act.
6. In case(s) where the NCD Holder(s) do not submit the declaration/ certificates as per format prescribed under applicable laws with the Issuer and the RTA at the specified address on or prior to the relevant Record Date for payment of interest on the NCDs, the Issuer shall not be liable to refund the applicable amount of tax deducted at source and the NCD Holders would be required to directly take up with the tax authorities for refund, if any

4.16 Letters of Allotment

In accordance with the Securities and Exchange Board of India (Issue and Listing of Non- Convertible Securities) Regulations, 2021 as amended from time to time, read together with the requirements in respect of the timelines for listing of debt securities issued on a private placement basis prescribed in Chapter VII (*Standardization of timelines for listing of securities issued on a private placement basis*) of the SEBI Master Circular (as amended and modified from time to time), the Issuer shall ensure that the Debentures are credited into the demat accounts of the Debenture Holders of the Debentures within 2 (two) Business Days from the Deemed Date of Allotment.

4.17 Deemed Date of Allotment

All the benefits under the Debentures will accrue to the Investor from the specified Deemed Date of Allotment. The Deemed Date of Allotment for the Issue is 13th March 2025, by which date the Investors would be intimated of allotment.

4.18 Record Date

The Record Date means the date falling 15 (Fifteen) calendar days prior to the Coupon Payment Date or Early Redemption Date or the Final Redemption Date.

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4.19 Refunds

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

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

4.20 Interest on Application Monies

As specified in detail in Section 2.31 (*Issue Details*) of this Key Information Document.

4.21 Pan Number

Every applicant should mention its Permanent Account Number ("**PAN**") allotted under Income Tax Act, 1961, on the Application Form and attach a self-attested copy as evidence. Application forms without PAN will be considered incomplete and are liable to be rejected.

4.22 Redemption

The face value of the Debentures shall be redeemed at par, on the Redemption Date. The Debentures will not carry any obligation, for interest or otherwise, after the Redemption Date. The Debentures shall be taken as discharged on payment of the Redemption Amount by the Issuer on the Final Redemption Date to the registered Debenture Holders whose name appear in the Debenture Register on the Record Date. Such payment will be a legal discharge of the liability of the Issuer towards the Debenture Holders.

4.23 Payment on Redemption

Payment on redemption will be made by way of cheque(s)/redemption warrant(s)/ demand draft(s)/credit through RTGS system/funds transfer in the name of the Debenture Holder(s) whose names appear on the list of beneficial owners given by the Depository to the Issuer as on the Record Date.

The Debentures shall be taken as discharged on payment of the redemption amount by the Issuer on maturity to the registered Debenture Holder(s) whose name appears in the Register of Debenture Holder(s) on the Record Date. On such payment being made, the Issuer will inform NSDL and CDSL and accordingly the account of the Debenture Holder(s) with NSDL and CDSL will be adjusted.

On the Issuer dispatching the amount as specified above in respect of the Debentures, the liability of the Issuer shall stand extinguished.

4.24 Payment of Coupon

Payment of Coupon on the Debenture(s) will be made on Coupon Payment Dates as specified in this Key Information Document to those Debenture Holders whose name(s) appear in the Register of Debenture Holder(s) (or to the first holder in case of joint holders) as on the relevant Record Date fixed by the Issuer for this purpose and /or as per the list provided by the Depository to the Issuer of the beneficiaries who hold Debentures in demat form on such Record Date, and are eligible to receive Coupon. Payment will be made by the Issuer after verifying the bank details of the Debenture Holders, by way of direct credit through Electronic Clearing Service ("**ECS**"), Real Time Gross Settlement ("**RTGS**") or National Electronic Funds Transfer ("**NEFT**").

In the event of any default in the payment of Coupon and/or in the redemption of the Debentures on the respective Payment Dates and all other monies payable pursuant to the Transaction Documents read with this Key Information Document, the Issuer shall pay to the Debenture Holders, default interest at the rate specified in Section 2.31 (*Issue Details*) of this Key Information Document for the default in payment of Coupon, and/or Redemption Amount till the dues are cleared.

4.25 Eligibility to come out with the Issue

The Issuer or the Person in control of the Issuer, or its promoter, has not been restrained or prohibited any

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Governmental Authority from accessing the securities market or dealing in securities and such direction or order is in force.

4.26 Registration and Government approvals

The Issuer can undertake the activities proposed by it in view of the present approvals and no further approval from any Governmental Authority(ies) is required by it to undertake the proposed activities save and except those approvals which may be required to be taken in the normal course of business from time to time.

4.27 Authority for the Issue

This present private placement of Debentures is being made pursuant to the resolution passed by the board of directors of the Company at its meeting held on 15th January 2025, read along with a working committee resolution of its board of directors of the Issuer dated 07th March 2025 and shareholders of the Company at its meeting held on September 25, 2023. A copy of the board resolution and shareholders resolution is attached hereto as **Annexure V** and **Annexure VI** respectively.

4.28 Buyback

The Company reserves the right to buyback the Debentures issued by it under this General Information Document and the relevant Key Information Document as per the provisions of Applicable Law, if any.

4.29 Multiple Issuances

The Company reserves the right to make multiple issuances under the same ISIN in accordance with the SEBI Master Circular, whether by creation of a fresh ISIN or by way of issuance under the existing ISIN at premium/par/ discount.

4.30 Date of Allotment

All benefits relating to Debentures will be available to the Investors from the Deemed Date of Allotment. The actual allotment of Debentures may take place on a date other than the Deemed Date of Allotment. In case if the issue closing date of Debentures is changed (preponed / postponed), the Deemed Date of Allotment of Debentures may also be changed (preponed / postponed) by the Issuer at its sole and absolute discretion.

4.31 Governing law

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

The courts and tribunals at Delhi shall have exclusive jurisdiction in connection with any dispute arising out of or in connection with this Debentures. The Debenture Holders and the Debenture Trustee shall not be prevented from taking proceedings relating to a dispute in any other courts and tribunals with jurisdiction. To the extent allowed by applicable law, the Debenture Holders and the Debenture Trustee may take concurrent proceedings in any number of jurisdictions.

Disclaimer: Please note that only those persons to whom this Key Information Document has been specifically addressed are eligible to apply. However, an application, even if complete in all respects, is liable to be rejected without assigning any reason for the same. The list of documents provided above is only indicative, and an investor is required to provide all those documents / authorizations / information, which are likely to be required by the Issuer. The Issuer may, but is not bound to, revert to any investor for any additional documents / information, and can accept or reject an application as it deems fit. Provisions in respect of investment by investors falling in the categories mentioned above are merely indicative and the Issuer does not warrant that they are permitted to invest as per extant laws, regulations, etc. Each of the above categories of investors is required to check and comply with extant rules/regulations/ guidelines, etc. governing or regulating their investments as applicable to them and the Issuer is not, in any way, directly or indirectly, responsible for any statutory or regulatory breaches by any investor, neither is the Issuer required to check or confirm the same.

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Serial No: 001

Addressed to: _____ (Name of the Debenture Holder(s))

SECTION 5: FORM NO. PAS-4

(Pursuant to Section 42 of the Companies Act, 2013 and Rule 14(3) of the Companies (Prospectus and Allotment of Securities) Rules, 2014)

Note: This Form No PAS-4 is prepared in accordance with the Companies (Prospectus and Allotment of Securities) Rules, 2014.

ISSUE OF UP TO 40000 (FORTY THOUSAND) SENIOR, SECURED, LISTED, RATED, TAXABLE, TRANSFERABLE, REDEEMABLE, NON-CONVERTIBLE DEBENTURES EACH HAVING A FACE VALUE OF INR 10,000/- (INDIAN RUPEES TEN THOUSAND ONLY) AGGREGATING TO INR 40,00,00,000/- (INDIAN RUPEES FORTY CRORE ONLY) (“DEBENTURES”) COMPRISING OF:

(A) A BASE ISSUE OF 25000 (TWENTY FIVE THOUSAND) SENIOR, SECURED, LISTED, RATED, TAXABLE, TRANSFERABLE, REDEEMABLE, NON-CONVERTIBLE DEBENTURES EACH HAVING A FACE VALUE OF INR 10,000/- (INDIAN RUPEES TEN THOUSAND ONLY) AGGREGATING TO INR 25,00,00,000/- (INDIAN RUPEES TWENTY FIVE CRORE ONLY); AND

(B) A GREEN SHOE OPTION OF UP TO 15000 (FIFTEEN THOUSAND) SENIOR, SECURED, LISTED, RATED, TAXABLE, TRANSFERABLE, REDEEMABLE, NON-CONVERTIBLE DEBENTURES EACH HAVING A FACE VALUE OF INR 10,000/- (INDIAN RUPEES TEN THOUSAND ONLY) AGGREGATING TO INR 15,00,00,000/- (INDIAN RUPEES FIFTEEN CRORE ONLY) (“GREEN SHOE OPTION”), FOR CASH, AT PAR, IN A DEMATERIALIZED FORM ON A PRIVATE PLACEMENT BASIS (THE “ISSUE”) (HEREINAFTER REFERRED TO AS “DEBENTURES”) BY MONEYBOXX FINANCE LIMITED (THE “COMPANY”) OR (“ISSUER”).

5.1 General Information:

- (a) **Name, address, website, if any, and other contact details of the Company, indicating both registered office and the corporate office:**

Issuer / Company: Moneyboxx Finance Limited (the “Issuer” or “Company”) Registered Office:
523-A, Somdutt Chamber-II 9, Bhikaji Cama Place, New Delhi,
South Delhi, 110066

Corporate Office: Block A, DLF Building 8, 4th Floor, DLF Cyber City Gurugram, Haryana-122002,
India

Telephone No.: 0124-4488245

Website: www.moneyboxxfinance.com

Fax: NA

Contact Person: Mr. Lalit Sharma

Email: info@moneyboxxfinance.com

- (b) **Date of Incorporation of the Company:**

16th November 1994

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

(c) **Business carried on by the Company and its subsidiaries with the details of branches or units, if any;**

As more particularly set out in the General Information Document

Branch details:

As more particularly set out in the General Information Document

Subsidiary details:

Moneyboxx Foundation incorporated on May 25, 2023

(d) **Brief particulars of the management of the Company:**

As more particularly set out in the General Information Document.

(e) **Name, addresses, Director Identification Number (DIN) and occupations of the directors:**

S. No.	Name	Designation	DIN	Address	Occupation
1	Mr. Uma Shankar Paliwal	Independent Director	0690796	Flat, 1305, Boulevard 1, The Address, L B S Marg, Ghatkopar West, Mumbai, Maharashtra-400086	Professional
2	Ms. Ratna Dharashree Vishwanathan	Independent Director	07278291	G 702, Central Park 1, Sector 42, Gulf course Road Gurgaon Harayna- 122002	Professional
3	Mr. Shantanu Chandrakant Pendsey	Independent Director	10860833	14- Ganj Bazar, Sadar, Meerut, Cantt, Meerut, Uttar Pradesh-250001	Professional
4	Mr. Mayur Modi	Co-CEO, Whole time Director and COO	08021679	B901, Gundecha Trillium Thakur Village, Kandivali East Mumbai, Maharashtra-400101	Employment
5	Mr. Deepak Aggarwal	Co-CEO, Whole time Director and CFO	03140334	F-6/5, Second Floor DLF Phase-1, Near DLF Community Centre Gurgaon, Haryana-122002	Employment
6	Mr. Govind Gupta	Non-Executive Director	00065603	24, 1st Floor, Harsh Vihar Pitam Pura, Saraswati Vihar, New Delhi-110034	Professional
7	Mr. Atul Garg	Non-Executive Director	07093376	E-803, Pearl Court, Ramprastha Greens Sector- 7, Near Vaishali	Professional

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S. No.	Name	Designation	DIN	Address	Occupation
				Metro Station, Vaishali Ghaziabad, UP-201010	

5.2 MANAGEMENT PERCEPTION OF RISK FACTORS:

Please refer to Section 3 of the General Information Document.

5.3 RISKS RELATED TO THE BUSINESS OF THE ISSUER

Please refer to Section 3 of the General Information Document.

5.4 Details of defaults, if any, including therein the amount involved, duration of default, and present status, in repayment of:

- (a) Statutory Dues: N.A.
- (b) Debentures and interest thereon: N.A.
- (c) Deposits and interest thereon: N.A.
- (d) Loan from any bank or financial institution and interest thereon: N.A.

5.5 Name, designation, address and phone number, email ID of the nodal / compliance officer of the Company, if any, for the private placement offer process:

Name of Nodal/ Compliance Officer	Designation	Address	Phone No.	Email ID
Lalit Sharma	Company Secretary and Compliance Officer	Block A, DLF Building 8, 4th Floor, DLF Cyber City Gurugram, Haryana- 122002, India	0124- 44882	lalitsharma@moneyboxfinance.com

5.6 Registrar of the Issue:

As more particularly set out in this General Information Document.

5.7 Valuation Agency:

Not Applicable

5.8 Auditors:

As more particularly set out in this General Information Document.

5.9 Any default in annual filing of the Company under the Companies Act, 2013 or the rules made thereunder:

Not Applicable

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5.10 Particulars of the Offer:

Financial position of the Company for the last 3 (three) financial years	As set out in Section 10.7 of the General Information Document
Date of passing of Board Resolution	Board resolution dated: August 18, 2025. Working Committee Resolution: October 10, 2025. A copy of the resolution has been annexed hereto in Annexure V of this Key Information Document.
Date of passing of resolution in the general meeting, authorizing the offer of securities	Shareholders resolutions under Section 42 of the Act dated September 26, 2025. Shareholders resolutions under Section 180(1)(a) and Section 180(1)(c) of the Act dated September 26, 2025. A copy of the resolution which is attached in Annexure VI hereto.
Kind of securities offered (i.e. whether share or debenture) and class of security; the total number of shares or other securities to be issued	Issue of up to 40000 (forty thousand) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures each having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) aggregating to INR 40,00,00,000/- (Indian Rupees Forty Crore Only) (" Debentures ") comprising of: (a) a base issue of 25000 (twenty five thousand) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures each having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) aggregating to INR 25,00,00,000/- (Indian Rupees Twenty Five Crore Only); and (b) a green shoe option of up to 15000 (fifteen thousand) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures each having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) aggregating to INR 15,00,00,000/- (Indian Rupees Fifteen Crore Only) (" Green Shoe Option ") for cash, at par, in a dematerialized form, on a private placement basis, pursuant to the terms of the General Information Document read along with this Key Information Document.
Price at which the security is being offered, including premium if any, along with justification of the price	The Debentures are being offered at face value of INR 10,000/- (Indian Rupees Ten Thousand Only) per Debenture
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
Relevant date with reference to which the price has been arrived at (Relevant Date means a date at least 30 days prior to the date on which the general meeting of the Company is scheduled to be held)	Not applicable
The class or classes of persons to whom the allotment is proposed to be made	Please refer to ' <i>Eligible Investors</i> ' under Section 2.31 of this Key Information Document.
Intention of promoters, directors or key managerial personnel to subscribe to the offer (applicable in case they intend to subscribe to the offer) [Not required in case of issue of non-convertible debentures]	Not Applicable.

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<p>The proposed time within which the allotment shall be completed</p>	<p>The Debentures will be deemed to be allotted on October 16, 2025 (“Deemed Date of Allotment”), and the Company will ensure that the Debentures are credited into the demat accounts of the holders of the Debentures (“Debenture Holders”) within 2 (two) Business Days from the Deemed Date of Allotment, each in accordance with the debenture trust deed (“Debenture Trust Deed”) to be entered into between the Company and the debenture trustee (“Debenture Trustee”).</p> <p>In any case, the period within which the Debentures will be allotted will not exceed the maximum period of 60 (sixty) days from the date of receipt of application money, as prescribed under the Companies Act, 2013.</p>				
<p>The names of the proposed allottees and the percentage of post private placement capital that may be held by them [Not applicable in case of issue of non-convertible debentures]</p>	<p>Not Applicable.</p>				
<p>The change in control, if any, in the company that would occur consequent to the private placement</p>	<p>Not Applicable</p>				
<p>The number of persons to whom allotment on preferential basis / private placement / rights issue has already been made during the year, in terms of securities as well as price</p>	<p>Not Applicable</p>				
<p>The justification for the allotment proposed to be made for consideration other than cash together with valuation report of the registered valuer</p>	<p>Not applicable as each Debenture is a non- convertible debt instrument which is being issued at face value of INR 10,000/- (Indian Rupees Ten Thousand Only).</p>				
<p>Amount which the Company intends to raise by way of proposed offer of securities</p>	<p>Up to 40000 (forty thousand) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures each having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) aggregating to INR 40,00,00,000/- (Indian Rupees Forty Crore Only) (“Debentures”) comprising of: (a) a base issue of 25000 (twenty five thousand) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures each having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) aggregating to INR 25,00,00,000/- (Indian Rupees Twenty Five Crore Only); and (b) a green shoe option of up to 15000 (fifteen thousand) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures each having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) aggregating to INR 15,00,00,000/- (Indian Rupees Fifteen Crore Only) (“Green Shoe Option”)</p>				
<p>Terms of raising securities:</p>	<table border="1"> <tr> <td data-bbox="766 1736 1021 1948"> <p>Duration, if applicable:</p> </td> <td data-bbox="1029 1736 1500 1948"> <p>Up to 24 (Twenty-Four) months from the Deemed Date of Allotment.</p> <p>The proposed interest payment and redemption schedules are set out in Annexure IV of this Key Information Document.</p> </td> </tr> <tr> <td data-bbox="766 1960 1021 2072"> <p>Rate of Interest or—</p> </td> <td data-bbox="1029 1960 1500 2072"> <p>10.25% p.a. (Ten point two five percent per annum) payable monthly.</p> <p>Please refer to the row titled ‘Coupon Rate’ in Section 5.38 (Issue Details) of the General</p> </td> </tr> </table>	<p>Duration, if applicable:</p>	<p>Up to 24 (Twenty-Four) months from the Deemed Date of Allotment.</p> <p>The proposed interest payment and redemption schedules are set out in Annexure IV of this Key Information Document.</p>	<p>Rate of Interest or—</p>	<p>10.25% p.a. (Ten point two five percent per annum) payable monthly.</p> <p>Please refer to the row titled ‘Coupon Rate’ in Section 5.38 (Issue Details) of the General</p>
<p>Duration, if applicable:</p>	<p>Up to 24 (Twenty-Four) months from the Deemed Date of Allotment.</p> <p>The proposed interest payment and redemption schedules are set out in Annexure IV of this Key Information Document.</p>				
<p>Rate of Interest or—</p>	<p>10.25% p.a. (Ten point two five percent per annum) payable monthly.</p> <p>Please refer to the row titled ‘Coupon Rate’ in Section 5.38 (Issue Details) of the General</p>				

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	Coupon:	Information Document.				
	Mode of Payment	Electronic clearing services (ECS)/credit through RTGS system/ direct credit or national electronic fund transfer (NEFT) or Immediate Payment Service (IMPS). Wherein the subscription amounts on the Debentures issued by the Issuer should be paid into the account details set out in Section 4.3 (<i>Process flow of settlement</i>) of this Key Information Document.				
	Mode of Repayment	cheque(s)/ electronic clearing services (ECS)/credit through RTGS system/funds transfer				
Proposed time schedule for which the Issue/Offer Letter is valid	Issue Opening Date: October 15, 2025 Issue Closing Date: October 15, 2025 Pay-in Date: October 16, 2025 Deemed Date of Allotment: October 16, 2025					
Purpose and objects of the Issue/Offer	Please refer to section named " <i>Utilization of the Issue Proceeds</i> " in Section 2.31 (<i>Issue Details</i>) of this Key Information Document.					
Contribution being made by the promoters or directors either as part of the offer or separately in furtherance of such objects	N.A.					
Principal terms of assets charged as security, if applicable	Please refer to section named " <i>Security (Including description, type of security, type of charge, likely date of creation of security, minimum security cover, revaluation, replacement of security)</i> " in Section 2.31 (<i>Issue Details</i>) of this Key Information Document.					
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	N.A.					
The pre-issue and post-issue shareholding pattern of the Company in the following format:						
	S. No	Category	Pre-issue		Post-issue	
			No. of shares held	Percentage (%) of shareholding	No. of shares held	Percentage (%) of shareholding
A		<i>Promoters' holding</i>				
		Indian				
1		Individual	11,77,000	3.61	11,77,000	3.61
		Bodies Corporate	1,34,06,037	41.08	1,34,06,037	41.08
		Sub-total	1,45,83,037	44.68	1,45,83,037	44.68
2		Foreign promoters	-	-	-	-
		Sub-total (A)	-	-	-	-

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	<i>B</i>	<i>Non-promoters' holding</i>				
	1	Institutional Investors	3,92,209	1.20	3,92,209	1.20
	2	Non-Institutional Investors				
		Private Corporate Bodies	10,24,844	3.14	10,24,844	3.14
		Directors and relatives	-	-	-	-
		Indian public	1,63,50,327	50.09	1,63,50,327	50.09
		Others (including Non-resident Indians)	2,87,283	0.88	2,87,283	0.88
		Sub-total (B)	1,80,54,663	55.32	1,80,54,663	55.32
		GRAND TOTAL	3,26,37,700	100	3,26,37,700	100

5.11 Mode of payment for subscription:

- Cheque
- Demand Draft
- Other Banking Channels

5.12 Disclosure with regard to interest of directors, litigation, etc:

Any financial or other material interest of the directors, promoters or key managerial personnel in the offer/ Issue and the effect of such interest in so far as it is different from the interests of other persons	The Directors, Promoters or Key Managerial Personnel don't have any financial or other material interest in the Offer
Details of any litigation or legal action pending or taken by any Ministry or Department of the Government or a statutory authority against any promoter of the Company during the last 3 (three) years immediately preceding the year of the issue of this private placement offer	There is no such litigation or legal action pending or taken by any Ministry or Department of the Government or a statutory authority against any Promoter(s) of the Company during the last 3 (three) years immediately preceding the year of the circulation of this Key Information Document.

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<p>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</p>					
<p>Remuneration of directors (during the current year and last 3 (three) financial years):</p>	<p>Director</p>	<p>Fiscal FY 24-25 (Up to December 2024)</p>	<p>Fiscal FY 23-24</p>	<p>Fiscal FY 22-23</p>	<p>Fiscal FY 21-22</p>
	<p>Mr. Deepak Aggarwal</p>	<p>1,80,00,000</p>	<p>255,00,000</p>	<p>176,00,000</p>	<p>84,00,000</p>
	<p>Mr. Mayur Modi</p>	<p>1,80,00,000</p>	<p>255,00,000</p>	<p>176,00,000</p>	<p>84,00,000</p>
<p>Note: Total remuneration is inclusive of bonus/incentives.</p>					
<p>In purchase or acquisition of any immovable property including indirect acquisition of immovable property for which advances have been paid to third parties, disclosures regarding:</p> <p>(i) the names, addresses, descriptions and occupation of the vendors;</p> <p>(ii) the amount paid or payable in cash, to the vendor and where there is more than one vendor, or the company is a sub-purchaser, the amount so paid or payable to each vendor, specifying separately the amount, if any, paid or payable for goodwill;</p> <p>(iii) the nature of the title or interest in such property proposed to be acquired by the company; and</p> <p>(iv) the particulars of every transaction relating to the property completed within the two preceding years, in which any vendor of the property or any person who is or was at the time of the transaction, a promoter or a director or proposed director of the company, had any interest, direct or indirect,</p>	<p>Not Applicable</p>				

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<p>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:</p> <p>Provided further that for the remaining vendors, such details may be provided on an aggregated basis in the offer document, specifying number of Vendors from whom it is being acquired and the aggregate value being paid and the detailed disclosures as specified in sub- clauses (i) to (iv) above may be provided by way of static QR code and web link. Provided that the disclosures specified in sub- clauses (i) to (iv) above shall be provided for the top five vendors on the basis of value viz. sale consideration payable to the vendors.</p>	
<p>If:</p> <p>(i) the proceeds, or any part of the proceeds, of the issue of the debt securities/ non convertible redeemable preference shares are or are to be applied directly or indirectly and in any manner resulting in the acquisition by the company of shares in any other body corporate; and</p> <p>(ii) by reason of that acquisition or anything to be done in consequence thereof or in connection therewith, that body corporate shall become a subsidiary of the company, a report shall be made by a Chartered Accountant (who shall be named in the issue document) upon –</p> <p>A. the profits or losses of the</p>	<p>No</p>

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<p>other body corporate for each of the three financial years immediately preceding the issue of the issue document; and by reason of that acquisition or anything to be done in consequence the assets and liabilities of the other body corporate as on the latest date to which its accounts were made up.</p>	
<p>The said report shall: (a) indicate how the profits or losses of the other body corporate dealt with by the report would, in respect of the shares to be acquired, have concerned members of the issuer company and what allowance would have been required to be made, in relation to assets and liabilities so dealt with for the holders of the balance shares, if the issuer company had at all material times held the shares proposed to be acquired; and 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 above Related party transactions entered during the preceding 3 (three) financial years immediately preceding the year of issue of this private placement offer cum application letter and current financial year with regard to loans made or, guarantees given or securities provided</p>	<p>Not Applicable</p>
<p>Summary of reservations or qualifications or</p>	<p>There are no adverse remarks / qualifications.</p>

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<p>adverse remarks of auditors in the last 5 (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</p>	
<p>Details of any inquiry, inspections or investigations initiated or conducted under the securities law or Companies Act or any previous company law in the last 3 (three) years immediately preceding the year of circulation of this private placement offer cum application letter in the case of the Company and all of its subsidiaries and if there were any prosecutions filed (whether pending or not) fines imposed, compounding of offences in the last 3 (three) years immediately preceding the year of this private placement offer cum application letter and if so, section-wise details thereof for the Company and all of its Subsidiaries</p>	<p>There has been no inquiry, inspections or investigations initiated or conducted under the Companies Act or any previous company law in the last 3 (three) years immediately preceding the year of circulation of the Key Information Document. In the case of the Company.</p>

5.13 Financial Position of the Company:

The capital structure of the company in the following manner in a tabular form:

The authorized, issued, subscribed and paid up capital (number of securities, description and aggregate nominal value)		Authorised Capital (in INR)	Issued Capital (in INR)	Subscribed Capital (in INR)	Paid up Capital (in INR)		
	Number of equity Shares	4,00,00,000	3,27,04,600	3,27,04,600	3,27,04,600		
	Nominal amount per equity Share	10	10	10	10		

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	Total amount of equity Shares	40,00,00,000	32,70,46,000.00	32,70,46,000.00	32,70,46,000.00				
	Number of preference shares	-	-	-	-				
	Nominal amount per preference Shares	-	-	-	-				
	Total amount of preference Shares	-	-	-	-				
Size of the Present Offer	<p>Issue Size: up to 40000 (forty thousand) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures each having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) aggregating to INR 40,00,00,000/- (Indian Rupees Forty Crore Only) (“Debentures”) comprising of: (a) a base issue of 25000 (twenty five thousand) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures each having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) aggregating to INR 25,00,00,000/- (Indian Rupees Twenty Five Crore Only); and (b) a green shoe option of up to 15000 (fifteen thousand) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures each having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) aggregating to INR 15,00,00,000/- (Indian Rupees Fifteen Crore Only) (“Green Shoe Option”) on private placement basis.</p>								
Paid-up Capital: a. After the offer: b. After the conversion of convertible instruments (if applicable)	<p>a. INR 32,70,46,000.00 (3,27,04,600 Equity shares of Rs. 10 /- each)</p> <p>b. Not applicable as each Debenture is a non-convertible debt instrument which is being issued at face value.</p>								
Share Premium Account:	As on June 30, 2025								
a. Before the offer:	INR 2,03,91,60,000.00/-								
b. After the offer:	INR 2,03,91,60,000.00/-								
Details of the existing share capital of the Issuer in a tabular form, indicating therein with regard to each allotment, the date of the allotment, the number of shares allotted, the face value of the shares allotted, the price and the form of consideration:									
Date of Allotment	No. of Equity Shares	Face Value (in Rs.)	Issue Price (in Rs.)	Consideration	Nature of Allotment	Cumulative Paid-Up Capital			Remarks
						No. of Equity Shares	Equity Share Capital (in Rs.)	Equity Share Premium (in Rs.)	
November 25, 2019	16,74,34,59	10/-	10/-	1,67,43,460.00	Bonus Issue	1,84,17,805	18,41,78,050	2,17,95,410	-
February 12, 2020	16,63,846	10/-	70/-	11,64,69,200.00	Preferential	2,00,81,651	20,08,16,510	10,48,82,710	-

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					Allotment					
December 31, 2021	15,17,847	10/-	95/-/-	14,41,95,465.00	Preferential Allotment	2,15,99,498	21,59,94,980	22,95,83,000	-	
June 02, 2022	18,05,851	10/-	115/-	20,76,72,865.00	Preferential Allotment	2,34,05,349	23,40,53,490	41,91,97,355	-	
March 31, 2023	15,16,011	10/-	160/-	24,25,61,760	Preferential Allotment	2,49,21,360	24,92,13,600	67,10,82,000	-	
April 21, 2023	72,900	10/-	95/-	69,25,500.00	Employee Stock Option Plan	2,49,94,260	24,99,42,600	67,72,78,500	-	
September 28, 2023	6,00,000	10/-	115/-	6,90,00,000.00	Allotment of Equity Shares upon conversion of Warrants	2,55,94,260	25,59,42,600	74,02,78,500	-	
December 19, 2023	43,12,001	10/-	172/-	74,16,64,172.00	Preferential Allotment	2,99,06,261	29,90,62,610	74,16,64,172	-	
February 26, 2024	15,375	10/-	115/-	17,68,125.00	Employee Stock Option Plan	2,99,21,636	29,92,16,360	1,43,88,22,235	-	
March 28, 2024	5,70,000	10/-	115/-	6,55,50,000.00	Allotment of Equity Shares upon conversion of Warrants	3,04,91,636	30,49,16,360	1,44,04,36,610	-	
May 03, 2024	66,475	10/-	95/-	63,15,125.00	Employee Stock Option Plan	30,5,58,111	30,55,81,110	1,44,22,66,000	-	
September 19,	20,79,589	10/-	302.20/-	62,84,51,795.80	Preferential	3,26,37,700	32,63,77,000	1,44,79,16,375	-	

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

2024					Allotment					
January 30, 2025	13,200	10/-	105/-	13,86,000	Employee Stock Option	January 30, 2025	13,200	2,03,18,28,000	-	
April 07, 2025	18,750	10/-	95/-	1,781,250.00	Employee Stock Option Plan	April 07, 2025	18,750	2,03,61,88,750.00		-
May 20, 2025	34,950	10/-	95/-	3,320,250.00	Employee Stock Option Plan	May 20, 2025	34,950	2,03,91,60,000.00		-

Notes, if any: NA

<p>The number and price at which each of allotments were made by the Company in the last 1 (one) year preceding the date of this placement offer cum application letter separately indicating the allotments made for consideration other than cash and details of the consideration in each case</p>	<p>Nil</p>												
<p>Profits of the Company, before and after making provision for tax, for the 3 (three) financial years immediately preceding the date of circulation of this private placement offer cum application letter.</p>	<table border="1"> <thead> <tr> <th>Year</th> <th>Fiscal FY 24-25</th> <th>Fiscal FY 23-24</th> <th>Fiscal FY 22-23</th> </tr> </thead> <tbody> <tr> <td>Profit Before Tax</td> <td>2.96</td> <td>10.56</td> <td>-9.94</td> </tr> <tr> <td>Profit after Tax</td> <td>1.25</td> <td>9.14</td> <td>-6.8</td> </tr> </tbody> </table>	Year	Fiscal FY 24-25	Fiscal FY 23-24	Fiscal FY 22-23	Profit Before Tax	2.96	10.56	-9.94	Profit after Tax	1.25	9.14	-6.8
Year	Fiscal FY 24-25	Fiscal FY 23-24	Fiscal FY 22-23										
Profit Before Tax	2.96	10.56	-9.94										
Profit after Tax	1.25	9.14	-6.8										
<p>Dividends declared by the Company in respect of the said 3 (three) financial years; interest coverage ratio for last three years (cash profit after tax plus interest paid/interest paid):</p>	<table border="1"> <thead> <tr> <th>Year</th> <th>Fiscal FY 23-24</th> <th>Fiscal FY 22-23</th> <th>Fiscal FY 21-22</th> </tr> </thead> <tbody> <tr> <td>Dividend Declared</td> <td>0</td> <td>0</td> <td>0</td> </tr> <tr> <td>Interest Coverage Ratio</td> <td>0</td> <td>0</td> <td>0</td> </tr> </tbody> </table>	Year	Fiscal FY 23-24	Fiscal FY 22-23	Fiscal FY 21-22	Dividend Declared	0	0	0	Interest Coverage Ratio	0	0	0
Year	Fiscal FY 23-24	Fiscal FY 22-23	Fiscal FY 21-22										
Dividend Declared	0	0	0										
Interest Coverage Ratio	0	0	0										
<p>A summary of the financial position of the Company as in the 3 (three) audited balance sheets immediately preceding the date of circulation of this private placement offer cum application letter</p>	<p>in Chapter A of the Key Information</p>												
<p>Audited Cash Flow Statement for the 3 (three) years immediately preceding the date of circulation of this private placement offer cum</p>	<p>As set out in Chapter B of the Key Information Document</p>												

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

application letter	
Any change in accounting policies during the last 3 (three) years and their effect on the profits and the reserves of the Company.	Not Applicable

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

PART B

**FORM NO PAS-4
PRIVATE PLACEMENT OFFER LETTER
(To be filled by the applicant)**

Sr. No.	Particulars	First Holder	Second Holder
1	Name		
2	Father's Name		
3	Complete Address (including Flat/ House Number, Street, Locality, Pin Code)		
4	Phone Number, if any		
5	Email ID, if any		
6	PAN Number		
7	Bank Account Details		
8	Number of Non- Convertible Debentures subscribed		
9	Total value of Non- Convertible Debentures subscribed		
10	Tick whichever is applicable: - (a) The applicant is not required to obtain Government approval under the Foreign Exchange Management (Non- debt Instruments) Rules, 2019 prior to subscription of shares. (b) The applicant is required to obtain Government approval under the Foreign Exchange Management (Non-debt Instruments) Rules, 2019 prior to subscription of shares and the same has been obtained, and is enclosed Herewith		

Signature of the Subscriber

Initial of the officer of the Company designated to keep the record.

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DECLARATION (To be provided by the Directors)

- A. The Company has complied with the provisions of the Companies Act, 2013 and the rules made hereunder;
- B. The compliance with the Companies Act, 2013 and the rules made thereunder do not imply that payment of dividend or interest or repayment of preference shares or debentures, if applicable, is guaranteed by the Central Government; and
- C. The monies received under the offer shall be used only for the purposes and objects indicated in this Key Information Document.
- D. whatever is stated in this form and in the attachments thereto is true, correct and complete and no information material to the subject matter of this form has been suppressed or concealed and is as per the original records maintained by the promoters subscribing to the Memorandum of Association and Articles of Association
- E. The contents of this Key Information Document have been perused by the Board of Directors, and the final and ultimate responsibility of the contents mentioned herein lies with the Board of Directors.

I am authorized by the Board of Directors of the Issuer vide resolution number 04, dated October 11, 2025, to sign this Key Information Document and declare that all the requirements of Companies Act, 2013 and the rules made thereunder in respect of the subject matter of this form and matters incidental thereto have been complied with.

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

It is further declared and verified that all the required attachments have been completely, correctly and legibly attached to this Key Information Document.

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

The Issuer declares that the Transaction Documents in relation to the issue of Debentures have been perused by the Board of Directors and the final responsibility for the information provided in the Transaction Documents in relation to the Debentures lies with the Board of Directors.

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

For **Moneyboxx Finance Limited**

Authorised Signatory
Name: Mr. Deepak Aggarwal
Title: Co-CEO & Whole-time Director
Date: October 15, 2025

Authorised Signatory
Name: Mr. Lalit Sharma
Title: Company Secretary and Compliance Officer
Date: October 15, 2025

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

Enclosed

Chapter A – A summary of the financial position of the Company as in the 3 (three) audited balance sheets immediately preceding the date of circulation of this Key Information Document.

Chapter B – Audited Cash Flow Statement for the 3 (three) years immediately preceding the date of circulation of this Key Information Document.

Chapter C – Related party transactions entered during the last 3 (three) financial years immediately preceding the year of issue of this General Information Document and the current financial year with regard to loans made or, guarantees given or securities provided.

Optional Attachments, if any.

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

CHAPTER A: FINANCIAL POSITION OF THE COMPANY AS IN THE 3 (THREE) AUDITED BALANCE SHEETS IMMEDIATELY PRECEDING THE DATE OF CIRCULATION OF THIS KEY INFORMATION DOCUMENT

The audited financial statements of the Issuer for the year ended March 31, 2025, March 31, 2024, and March 31, 2023.

Please refer to **Annexure V** of the General Information Document.

Further, the audited financial statements (limited review) of the Issuer for the period ended June 30, 2025.

Weblink - <https://moneyboxfinance.com/financial-results>

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

CHAPTER B: AUDITED CASH FLOW STATEMENT FOR THE 3 (THREE) YEARS IMMEDIATELY PRECEDING THE DATE OF CIRCULATION OF THIS KEY INFORMATION DOCUMENT

The audited financial statements of the Issuer for the year ended March 31, 2025, March 31, 2024, and March 31, 2023.

Please refer to **Annexure V** of the General Information Document.

Further, the audited financial statements (limited review) of the Issuer for the period ended June 30, 2025.

Weblink - <https://moneyboxfinance.com/financial-results>

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

CHAPTER C- RELATED PARTY TRANSACTIONS ENTERED DURING THE LAST 3 (THREE) FINANCIAL YEARS IMMEDIATELY PRECEDING THE YEAR OF ISSUE AND THE CURRENT FINANCIAL YEAR

The audited financial statements of the Issuer for the year ended March 31, 2025, March 31, 2024, and March 31, 2023.

Please refer to **Annexure V** of the General Information Document.

Further, the audited financial statements (limited review) of the Issuer for the period ended June 30, 2025.

Weblink - <https://moneyboxfinance.com/financial-results>

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SECTION 6: DECLARATION BY THE DIRECTORS

The Company and the persons authorised by the Company, confirm and attest that:

- A. the Issuer is in compliance with and nothing in the issue document is contrary to the provisions of Securities Contracts (Regulation) Act, 1956 (42 of 1956), and the Securities and Exchange Board of India Act, 1992 (15 of 1992), Companies Act, 2013 (18 of 2013) and the rules and regulations made thereunder;
- B. the compliance with the Companies Act, 2013 and the rules does not imply that payment of dividend or interest or repayment of non-convertible securities, if applicable, is guaranteed by the Central Government;
- C. the monies received under the Issue shall be used only for the purposes and objects indicated in this Key Information Document; and
- D. whatever is stated in this Key Information Document and in the attachments thereto is true, correct and complete and no information material to the subject matter of this Key Information Document has been suppressed or concealed and is as per the original records maintained by the promoters subscribing to the Memorandum of Association and the Articles of Association.
- E. It is hereby declared that this Key Information Document contains full disclosures in accordance with the NCS Regulations, as amended from time to time, the LODR Regulations, as amended from time to time and the Companies Act and the rules made thereunder.
- F. The Issuer undertakes and confirms that this Key Information Document does not omit disclosure of any material fact which may make the statements made therein, in light of the circumstances under which they are made, misleading. The Key Information Document also does not contain any false or misleading statement.
- G. The following shall be the authorised persons in case the issuer is a body corporate:
 - (i) executive Chairperson and compliance officer; or
 - (ii) Managing Director or Chief Executive Officer and compliance officer; or
 - (iii) Chief Financial Officer and compliance officer; or
 - (iv) whole-time director and compliance officer; or
 - (v) any two key managerial personnel.

they are duly authorised to attest as per this clause by the board of directors or the governing body, as the case may be, by a resolution, a copy of which is also disclosed in this Key Information Document.

- H. the contents of the document have been perused by the Board of Directors, and the final and ultimate responsibility of the contents mentioned herein shall also lie with the Board of Directors;
- A. The Issuer accepts no responsibility for the statements made otherwise than in this Key Information Document or in any other material issued by or at the instance of the Issuer and that anyone placing reliance on any other source of information would be doing so at his own risk.

General Risk

Investment in non-convertible securities is risky and investors should not invest any funds in such securities unless they can afford to take the risk attached to such investments. Investors are advised to take an informed decision and to read the risk factors carefully before investing in this offering. For taking an investment decision, investors must rely on their examination of the issue including the risks involved in it. Specific attention of investors is invited to statement of risk factors contained under Section 3 of this Key Information Document. These risks are not, and are not intended to be, a complete list of all risks and

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

Confidentiality

The information and data contained herein is submitted to each recipient of this Key Information Document on a strictly private and confidential basis. By accepting a copy of this Key Information Document, each recipient agrees that neither it nor any of its employees or advisors will use the information contained herein for any purpose other than evaluating the specific transactions described herein or will divulge to any other party any such information.

We are authorized by the Board of Directors of the Company vide resolution dated August 15, 2025 read with resolution of the working committee dated October 11, 2025 to sign this Key Information Document and declare that all the requirements of Companies Act, 2013 and the rules made thereunder in respect of the subject matter of this Key Information Document and matters incidental thereto have been complied with.

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

For **Moneyboxx Finance Limited**

Authorised Signatory
Name: Mr. Deepak Aggarwal
Title: Co-CEO & Whole-time Director
Date: October 15, 2025

Authorised Signatory
Name: Mr. Lalit Sharma
Title: Company Secretary and Compliance Officer
Date: October 15, 2025

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

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

(as attached separately)

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

ANNEXURE II: CONSENT LETTER AND ENGAGEMENT LETTER FROM THE DEBENTURE TRUSTEE

(as attached separately)

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

ANNEXURE III: APPLICATION FORM



Moneyboxx Finance Limited

(“Issuer” / “Company”)

CIN: L30007DL1994PLC260191

Registered Office: 523-A, Somdutt Chamber-II 9, Bhikaji Cama Place, New Delhi, South Delhi, 110066.

Corporate Office: Block A, DLF Building 8, 4th Floor, DLF Cyber City Gurugram, Haryana- 122002, India

Website: moneyboxxfinance.com **Email:** info@moneyboxxfinance.com

A public limited company incorporated and validly existing under the Companies Act 1956 and validly existing under the Companies Act, 2013.

Key Information Document for issue of Debentures on a private placement basis dated: October 15, 2025

Date of Incorporation: 16th November 1994

Telephone No.: 0124-4488245

DEBENTURE SERIES APPLICATION FORM SERIAL NO.									
--	--	--	--	--	--	--	--	--	--

ISSUE OF UP TO 40000 (FORTY THOUSAND) SENIOR, SECURED, LISTED, RATED, TAXABLE, TRANSFERABLE, REDEEMABLE, NON-CONVERTIBLE DEBENTURES EACH HAVING A FACE VALUE OF INR 10,000/- (INDIAN RUPEES TEN THOUSAND ONLY) AGGREGATING TO INR 40,00,00,000/- (INDIAN RUPEES FORTY CRORE ONLY) (“DEBENTURES”) COMPRISING OF:

(A) A BASE ISSUE OF 25000 (TWENTY FIVE THOUSAND) SENIOR, SECURED, LISTED, RATED, TAXABLE, TRANSFERABLE, REDEEMABLE, NON-CONVERTIBLE DEBENTURES EACH HAVING A FACE VALUE OF INR 10,000/- (INDIAN RUPEES TEN THOUSAND ONLY) AGGREGATING TO INR 25,00,00,000/- (INDIAN RUPEES TWENTY FIVE CRORE ONLY); AND

(B) A GREEN SHOE OPTION OF UP TO 15000 (FIFTEEN THOUSAND) SENIOR, SECURED, LISTED, RATED, TAXABLE, TRANSFERABLE, REDEEMABLE, NON-CONVERTIBLE DEBENTURES EACH HAVING A FACE VALUE OF INR 10,000/- (INDIAN RUPEES TEN THOUSAND ONLY) AGGREGATING TO INR 15,00,00,000/- (INDIAN RUPEES FIFTEEN CRORE ONLY) (“GREEN SHOE OPTION”), FOR CASH, AT PAR, IN A DEMATERIALIZED FORM ON A PRIVATE PLACEMENT BASIS (THE “ISSUE”) (HEREINAFTER REFERRED TO AS “DEBENTURES”) BY MONEYBOXX FINANCE LIMITED (THE “COMPANY”) OR (“ISSUER”).

Dear Sir / Madam,

I AM/ WE ARE () COMPANY () OTHERS () SPECIFY _____

We have read and understood the terms and conditions of the Key Information Document dated October 15, 2025, for the issue of Debentures on a private placement basis including the Risk Factors described in the Key Information Document (“Key Information Document”) issued by the Issuer and have considered these in making our decision to apply. We bind ourselves to these terms and conditions and wish to apply for allotment of these Debentures. We request

you to please place our name(s) on the Register of Debenture Holders, on allotment of the Debentures to us.

I/ We bind myself/ourselves to the terms and conditions as contained in the Key Information Document. I/we note

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

Applicant's Signature:

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

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

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

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

(Note: Cheque and Drafts are subject to realisation)

We understand and confirm that the information provided in the Key Information Document is provided by the Issuer and the same has not been verified by any legal advisors to the Issuer, and other intermediaries and their agents and advisors associated with this Issue. We confirm that we have for the purpose of investing in these Debentures carried out our own due diligence and made our own decisions with respect to investment in these Debentures and have not relied on any representations made by anyone other than the Issuer, if any.

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

Applicant's Signature

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

(Note : Cheque and Drafts are subject to realisation)

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

ACKNOWLEDGMENT SLIP

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

Received from _____

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

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INSTRUCTIONS

1. Application form must be completed in full, IN ENGLISH.
2. Signatures must be made in English or in any of the Indian languages. Thumb Impressions must be attested by an authorized official of the Bank or by a Magistrate/Notary Public under his/her official seal.
3. Application form, duly completed in all respects, must be submitted with the respective Collecting Bankers. The payment is required to be made to the above mentioned account, in accordance with the terms of this Key Information Document
4. The Company undertakes that the application money deposited in the above-mentioned bank account shall not be utilized for any purpose other than:
 - (a) for adjustment against allotment of securities; or
 - (b) for the repayment of monies where the company is unable to allot securities.
5. Receipt of applicants will be acknowledged by the Company in the "Acknowledgement Slip" appearing below the application form. No separate receipt will be issued.
6. All applicants should mention their Permanent Account No. or their GIR No. allotted under Income Tax Act, 1961 and the Income Tax Circle/Ward/District. In case where neither the PAN nor the GIR No. has been allotted, the fact of non-allotment should be mentioned in the application form in the space provided. Income Tax as applicable will be deducted at source at the time of payment of interest including interest payable on application money.
7. The application would be accepted as per the terms of the manner outlined in the transaction documents for the private placement.

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ANNEXURE IV: ILLUSTRATION OF BOND CASH FLOWS

Illustration of Bond Cash Flows		
Company	Moneyboxx Finance Limited	
Face Value (per security)	INR 10,000/- (Indian Rupees Ten Thousand Only)	
Issue Date / Date of Allotment	Issue Open Date	October 15, 2025
	Issue Closing Date	October 15, 2025
	Pay in Date	October 16, 2025
	Deemed Date of Allotment	October 16, 2025
Redemption Date / Maturity Date	16 th October 2027	
Coupon Rate	Please refer to Section 2.31 (Issue Details) of this Key Information Document	
Frequency of the Coupon Payment with specified dates	Please refer to Section 2.31 (Issue Details) of this Key Information Document Please also see below.	
Day Count Convention	Actual/Actual	

Redemption & Coupon Payment Schedule (on per Debenture basis)

Sr.No	Record Date	Due Date	Interest Per Debenture	Principal Per Debenture	Cash Flow	No. of days
1	01-Nov-25	16-Nov-25	87.05	-	87.05	31
2	01-Dec-25	16-Dec-25	84.25	-	84.25	30
3	01-Jan-26	16-Jan-26	87.05	-	87.05	31
4	01-Feb-26	16-Feb-26	87.05	-	87.05	31
5	01-Mar-26	16-Mar-26	78.63	-	78.63	28
6	01-Apr-26	16-Apr-26	87.05	-	87.05	31
7	01-May-26	16-May-26	84.25	-	84.25	30
8	01-Jun-26	16-Jun-26	87.05	-	87.05	31
9	01-Jul-26	16-Jul-26	84.25	-	84.25	30
10	01-Aug-26	16-Aug-26	87.05	-	87.05	31
11	01-Sep-26	16-Sep-26	87.05	-	87.05	31
12	01-Oct-26	16-Oct-26	84.25	-	84.25	30
13	01-Nov-26	16-Nov-26	87.05	-	87.05	31
14	01-Dec-26	16-Dec-26	84.25	-	84.25	30
15	01-Jan-27	16-Jan-27	87.05	-	87.05	31
16	01-Feb-27	16-Feb-27	87.05	-	87.05	31
17	01-Mar-27	16-Mar-27	78.63	-	78.63	28
18	01-Apr-27	16-Apr-27	87.05	-	87.05	31
19	01-May-27	16-May-27	84.25	-	84.25	30
20	01-Jun-27	16-Jun-27	87.05	-	87.05	31
21	01-Jul-27	16-Jul-27	84.25	5,000.00	5,084.25	30
22	01-Aug-27	16-Aug-27	43.53	-	43.53	31
23	01-Sep-27	16-Sep-27	43.53	-	43.53	31
24	01-Oct-27	16-Oct-27	42.12	5,000.00	5,042.12	30

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

ANNEXURE V: BOARD RESOLUTION

(as attached separately)

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

ANNEXURE VI: SHAREHOLDERS RESOLUTION

(as attached separately)

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

ANNEXURE VII: DUE DILIGENCE CERTIFICATE OF THE DEBENTURE TRUSTEE

(as attached separately)

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

ANNEXURE VIII: CONSENT LETTER OF THE REGISTRAR AND TRANSFER AGENT

(as attached separately)

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

ANNEXURE: IX- IN-PRINCIPLE APPROVAL



DCS/COMP/RM/IP-PPDI/161/24-25

November 08, 2024

Moneyboxx Finance Limited
525-A, Somdutt Chamber-II 9
Bhikaji Cama Place
New Delhi, South Delhi, 110066.

Dear Sir/Madam

Re: Private Placement of Senior / Unsubordinated / Subordinated, Secured / Unsecured, Rated, Listed, Principal Protected or Not, Market Linked or Not, Non-Convertible Securities aggregating for an amount as set out in respective Key Information Document(S), in Multiple Tranches / Issuances, for cash, at par or at premium or at discount and Listed Commercial Papers, Under GID Number: MFL/GID/01/2024-2025/Dated November 06, 2024

We acknowledge receipt of your application on the online portal on November 06, 2024 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 \(bseindia.com\)](#).

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



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-RACPODI/CIR/P/2023/56 dated April 13, 2023, (if applicable) read along with BSE Circular <https://www.bseindia.com/markets/MarketInfo/Disp/Notices/Circulars.aspx?page=20230428-18> and ensure compliance of the same.

This In-Principle Approval is valid for a period of 1 year from the date of issue of this letter or period of 1 year from the date of opening of the first offer of debt securities under the General information Document, whichever is 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


Prasad Bhide
Senior Manager


Anurag Jain
Manager

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

ANNEXURE X: SPECIFIC DISCLOSURES REQUIRED FROM NBFC

A. Details with regard to the lending done by the issuer out of the issue proceeds of debt securities in last three years, including details regarding the following:

- (i) **Lending Policy: Should contain overview of origination, risk management, monitoring and collections;**

Product policy attached

- (ii) **Classification of loans/ advances given to associates, entities/ person relating to board, senior management, promoters, others, etc.;**

Nil

- (iii) **Classification of loans/ advances given, according to type of loans, denomination of loan outstanding by loan to value, sectors, denomination of loans outstanding by ticket size, geographical classification of borrowers, maturity profile etc.;**

Portfolio cuts attached as on 30.06.2025

- (iv) **Aggregated exposure to the top 20 borrowers with respect to the concentration of advances, exposures to be disclosed in the manner as prescribed by RBI in its stipulations on Corporate Governance for NBFCs or HFCs, from time to time;**

Particulars (As on 30.06.2025)	In Crs.
Total Exposure to twenty largest borrowers / customers	3.87
Percentage of Exposures to twenty largest borrowers / customers to Total Exposure of the NBFC on borrowers / customers	0.42%

- (v) **Details of loans, overdue and classified as non-performing in accordance with RBI stipulations;**

Classification	As on 30.06.2025
Standard	640.82
NPA	49.82
Off Book	227.40
Total	918.04

B. In order to allow investors to better assess the debt securities issued by the NBFC/ HFC, the following disclosures shall also be made by such issuers in their offer documents:

1. **A portfolio summary with regard to industries/ sectors to which borrowings have been granted by NBFCs;**

Portfolio Cuts

2. **NPA exposures of the issuer for the last three financial years (both gross and net exposures) and provisioning made for the same as per the last audited financial statements of the issuer;**

In Crs.	Mar-23	Mar-24	Mar-25	Jun-25
GNPA	2.00	7.32	45.29	49.75
NNPA	1.00	3.66	22.64	24.88

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

PCR	1.00	3.66	22.64	24.88
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3. Quantum and percentage of secured vis-à-vis unsecured borrowings granted by NBFCs; and

The total term loans and NCDs availed are 100% secured.

4. Any change in promoters' holdings during the last financial year beyond the threshold, as prescribed by RBI from time to time.

Nil

C. NBFCs shall provide disclosures on the basis of the following draft template:

1. Classification of loans/ advances given according to:

Sl. No.	Type of loans	Rs Crore (As on 30.06.2025)
1	Secured	452.26
2	Unsecured	465.78
	Total assets under management (AUM)*^	918.04

*Information required at borrower level (and not by loan account as customer may have multiple loan accounts);

^Issuer is also required to disclose off balance sheet items;

2. Denomination of loans outstanding by loan-to-value:

Sl. No.	LTV (at the time of origination)	Percentage of AUM
1	Upto 40%	NA
2	40-50%	NA
3	50-60%	NA
4	60-70%	NA
5	70-80%	NA
6	80-90%	NA
7	>90%	NA
	Total	NA

3. Sectoral exposure:

Sl. No.	Segment-wise break-up of AUM	Percentage of AUM
1.	Retail	
A	Mortgages (home loans and loans against property)	NA
B	Gold loans	NA
C	Vehicle finance	NA
D	MFI	NA
E	MSME	NA
F	Capital market funding (loans against shares, margin funding)	NA
G	Others	100
2	Wholesale	NA
A	Infrastructure	NA
B	Real estate (including builder loans)	NA
C	Promoter funding	NA
D	Any other sector (as applicable)	NA
E	Others	NA
	Total	100

4. Denomination of loans outstanding by ticket size*:

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

Sl. No.	Ticket size (at the time of origination)	Percentage of AUM
1	Upto Rs. 2 lakh	35.04%
2	Rs. 2-5 lakh	51.70%
3	Rs. 5 - 10 lakh	11.40%
4	Rs. 10 - 25 lakh	1.86%
5	Rs. 25 - 50 lakh	-
6	Rs. 50 lakh - 1 crore	-
7	Rs. 1 - 5 crore	-
8	Rs. 5 - 25 crore	-
9	Rs. 25 - 100 crore	-
10	>Rs. 100 crore	-
	Total	100%

* Information required at the borrower level (and not by loan account as a customer may have multiple loan accounts);

5. Geographical classification of borrowers:

Top 5 states borrower wise

Sl. No.	Top 5 states	Percentage of AUM
1	Madhya Pradesh	31.29%
2	Uttar Pradesh	16.57%
3	Rajasthan	14.20%
4	Haryana	11.92%
5	Punjab	9.33%
	Total	83.32%

6. Details of loans overdue and classified as non-performing in accordance with RBI's stipulations:

Movement of gross NPA:

Movement of gross NPA*	Rs. Crore (As on 30.06.2025)
Opening gross NPA	45.29
- Additions during the year	10.31
- Reductions during the year	5.85
Closing balance of gross NPA	49.75

*Please indicate the gross NPA recognition policy (Day's Past Due)

7. Movement of provisions for NPA

Movement of provisions for NPA	Rs. Crore
Opening balance	22.64
- Provisions made during the year	5.16
- Write-off/ write-back of excess provisions	2.92
Closing balance	24.88

8. Segment-wise gross NPA:

Sl. No.	Segment-wise gross NPA	Gross NPA (%)
1	Retail	-
A	Mortgages (home loans and loans against property)	-
B	Gold loans	-
C	Vehicle finance	-
D	MFI	-
E	MSME	-

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

F	Capital market funding (loans against shares, margin funding)	-
G	Others	7.28%
2	Wholesale	-
A	Infrastructure	-
B	Real estate (including builder loans)	-
C	Promoter funding	-
D	Any other sector (as applicable)	-
E	Others	-
	Total	7.28%

9. Residual maturity profile of assets and liabilities (in line with the RBI format): (As on 30.06.2025)

Residual maturity profile of assets and liabilities:

Category	Up to 30/31 days	>1 month – 2 months	>2 months – 3 months	>3 months – 6 months	>6 months – 1 year	>1 years – 3 years	>3 years – 5 years	>5 years	Total
<u>Equity & Reserves & Surplus</u>	0.00	0.00	0.00	0.00	0.00	31.42	0.00	230.20	261.62
<u>Borrowings</u>	21.63	32.92	24.84	115.84	137.25	311.00	27.89	0.00	671.37
<u>Current Liabilities & Provisions:</u>	17.96	0.35	0.24	1.29	2.74	9.65	3.28	0.28	35.79
<u>Cash and Bank balance</u>	174.44	1.95	3.13	4.30	5.25	4.54	0.00	0.00	193.61
<u>Advances</u>	37.49	18.59	18.71	56.01	106.96	278.48	140.57	31.10	687.91
<u>Other assets</u>	10.66	1.52	0.43	6.46	21.32	28.02	10.81	8.04	87.26
FCA*									
FCL*									

*FCA – Foreign Currency Assets; FCL – Foreign Currency Liabilities;

10. Disclosure of latest ALM statements to stock exchange:

Please refer to Annexure XI of this Key Information Document.

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

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

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

ANNEXURE XI: ALM STATEMENTS

Where the issuer is a Non-Banking Finance Company or Housing Finance Company the following disclosures on Asset Liability Management (ALM) shall be provided for the latest audited financials:

Category	Up to 30/31 days	>1 month – 2 months	>2 months – 3 months	>3 months – 6 months	>6 months – 1 year	>1 years – 3 years	>3 years – 5 years	>5 years	Total
<u>Equity & Reserves & Surplus</u>	0.00	0.00	0.00	0.00	0.00	31.42	0.00	230.20	261.62
<u>Borrowings</u>	21.63	32.92	24.84	115.84	137.25	311.00	27.89	0.00	671.37
<u>Current Liabilities & Provisions:</u>	17.96	0.35	0.24	1.29	2.74	9.65	3.28	0.28	35.79
<u>Cash and Bank balance</u>	174.44	1.95	3.13	4.30	5.25	4.54	0.00	0.00	193.61
<u>Advances</u>	37.49	18.59	18.71	56.01	106.96	278.48	140.57	31.10	687.91
<u>Other assets</u>	10.66	1.52	0.43	6.46	21.32	28.02	10.81	8.04	87.26

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

ANNEXURE XII: CONSENT LETTER FROM MERCHANT BANKER

(As attached separately)

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

ANNEXURE XIII: DUE DILIGENCE CERTIFICATE FROM MERCHANT BANKER

(As attached separately)

CONFIDENTIAL

RL/MOFIAL/371491/NCD/1025/131151/168553373
October 13, 2025

Mr. Deepak Aggarwal
Co - CEO & CFO
Moneyboxx Finance Limited
Building No. 8, Tower A, 4th floor,
DLF Cyber city, Gurugram,
Gurgaon - 122001
9971882650

Dear Mr. Deepak Aggarwal,

Re: Crisil Rating on the Rs.24 Crore Non Convertible Debentures of Moneyboxx Finance Limited

All ratings assigned by Crisil Ratings are kept under continuous surveillance and review.

Please refer to our rating letter dated July 04, 2025 bearing Ref. no: RL/MOFIAL/371491/NCD/0725/123525/168553373

Rating outstanding on the captioned debt instruments is "Crisil BBB/Stable" (pronounced as "Crisil triple B rating" with Stable outlook). Securities with this rating are considered to have moderate degree of safety regarding timely servicing of financial obligations. Such securities carry moderate credit risk.

In the event of your company not making the issue within a period of 180 days from the above date, or in the event of any change in the size or structure of your proposed issue, a fresh letter of revalidation from Crisil Ratings will be necessary.

As per our Rating Agreement, Crisil Ratings would disseminate the rating along with outlook through its publications and other media, and keep the rating along with outlook under surveillance for the life of the instrument. Crisil Ratings reserves the right to withdraw, or revise the rating / outlook assigned to the captioned instrument at any time, on the basis of new information, or unavailability of information, or other circumstances which Crisil Ratings believes may have an impact on the rating. Please visit www.crisilratings.com and search with the name of the rated entity to access the latest rating/s.

As per SEBI circular (reference number: CIR/IMD/DF/17/2013; dated October 22, 2013) on centralized database for corporate bonds/debentures, you are required to provide international securities identification number (ISIN; along with the reference number and the date of the rating letter) of all bond/debenture issuances made against this rating letter to us. The circular also requires you to share this information with us within 2 days after the allotment of the ISIN. We request you to mail us all the necessary and relevant information at debtissue@crisil.com. This will enable Crisil Ratings to verify and confirm to the depositories, including NSDL and CDSL, the ISIN details of debt rated by us, as required by SEBI. Feel free to contact us at debtissue@crisil.com for any clarification you may need.

Should you require any clarification, please feel free to get in touch with us.

With warm regards,

Yours sincerely,

Sonica Gupta
Associate Director - Crisil Ratings

Nivedita Shibu
Director - Crisil Ratings



Disclaimer: A rating by Crisil Ratings reflects Crisil Ratings' current opinion on the likelihood of timely payment of the obligations under the rated instrument, and does not constitute an audit of the rated entity by Crisil Ratings. Our ratings are based on information provided by the issuer or obtained by Crisil Ratings from sources it considers reliable. Crisil Ratings does not guarantee the completeness or accuracy of the information on which the rating is based. A rating by Crisil Ratings is not a recommendation to buy / sell or hold the rated instrument; it does not comment on the market price or suitability for a particular investor. Crisil Ratings has a practice of keeping all its ratings under surveillance and ratings are revised as and when circumstances so warrant. Crisil Ratings is not responsible for any errors and especially states that it has no financial liability whatsoever to the subscribers / users / transmitters / distributors of its ratings. Crisil Ratings' criteria are available without charge to the public on the web site, www.crisilratings.com. Crisil Ratings or its associates may have other commercial transactions with the company/entity. For the latest rating information on any instrument of any company rated by Crisil Ratings, please visit www.crisilratings.com or contact Customer Service Helpdesk at Crisilratingdesk@crisil.com or at 1800-267-3850

CONFIDENTIAL

RL/MOFIAL/371491/NCD/1025/131152/168550211
October 13, 2025

Mr. Deepak Aggarwal
Co - CEO & CFO
Moneyboxx Finance Limited
Building No. 8, Tower A, 4th floor,
DLF Cyber city, Gurugram,
Gurgaon - 122001
9971882650

Dear Mr. Deepak Aggarwal,

Re: Crisil Rating on the Rs.60 Crore Non Convertible Debentures of Moneyboxx Finance Limited

All ratings assigned by Crisil Ratings are kept under continuous surveillance and review.

Please refer to our rating letter dated July 04, 2025 bearing Ref. no: RL/MOFIAL/371491/NCD/0725/123523/168550211

Rating outstanding on the captioned debt instruments is "Crisil BBB/Stable" (pronounced as "Crisil triple B rating" with Stable outlook). Securities with this rating are considered to have moderate degree of safety regarding timely servicing of financial obligations. Such securities carry moderate credit risk.

In the event of your company not making the issue within a period of 180 days from the above date, or in the event of any change in the size or structure of your proposed issue, a fresh letter of revalidation from Crisil Ratings will be necessary.

As per our Rating Agreement, Crisil Ratings would disseminate the rating along with outlook through its publications and other media, and keep the rating along with outlook under surveillance for the life of the instrument. Crisil Ratings reserves the right to withdraw, or revise the rating / outlook assigned to the captioned instrument at any time, on the basis of new information, or unavailability of information, or other circumstances which Crisil Ratings believes may have an impact on the rating. Please visit www.crisilratings.com and search with the name of the rated entity to access the latest rating/s.

As per SEBI circular (reference number: CIR/IMD/DF/17/2013; dated October 22, 2013) on centralized database for corporate bonds/debentures, you are required to provide international securities identification number (ISIN; along with the reference number and the date of the rating letter) of all bond/debenture issuances made against this rating letter to us. The circular also requires you to share this information with us within 2 days after the allotment of the ISIN. We request you to mail us all the necessary and relevant information at debtissue@crisil.com. This will enable Crisil Ratings to verify and confirm to the depositories, including NSDL and CDSL, the ISIN details of debt rated by us, as required by SEBI. Feel free to contact us at debtissue@crisil.com for any clarification you may need.

Should you require any clarification, please feel free to get in touch with us.

With warm regards,

Yours sincerely,

Sonica Gupta
Associate Director - Crisil Ratings

Nivedita Shibu
Director - Crisil Ratings



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CONFIDENTIAL

RL/MOFIAL/371491/NCD/1025/131153/168553839
October 13, 2025

Mr. Deepak Aggarwal
Co - CEO & CFO
Moneyboxx Finance Limited
Building No. 8, Tower A, 4th floor,
DLF Cyber city, Gurugram,
Gurgaon - 122001
9971882650

Dear Mr. Deepak Aggarwal,

Re: Crisil Rating on the Rs.100 Crore Non Convertible Debentures of Moneyboxx Finance Limited

All ratings assigned by Crisil Ratings are kept under continuous surveillance and review.

Please refer to our rating letter dated July 04, 2025 bearing Ref. no: RL/MOFIAL/371491/NCD/0725/123526/168553839

Rating outstanding on the captioned debt instruments is "Crisil BBB/Stable" (pronounced as "Crisil triple B rating" with Stable outlook). Securities with this rating are considered to have moderate degree of safety regarding timely servicing of financial obligations. Such securities carry moderate credit risk.

In the event of your company not making the issue within a period of 180 days from the above date, or in the event of any change in the size or structure of your proposed issue, a fresh letter of revalidation from Crisil Ratings will be necessary.

As per our Rating Agreement, Crisil Ratings would disseminate the rating along with outlook through its publications and other media, and keep the rating along with outlook under surveillance for the life of the instrument. Crisil Ratings reserves the right to withdraw, or revise the rating / outlook assigned to the captioned instrument at any time, on the basis of new information, or unavailability of information, or other circumstances which Crisil Ratings believes may have an impact on the rating. Please visit www.crisilratings.com and search with the name of the rated entity to access the latest rating/s.

As per SEBI circular (reference number: CIR/IMD/DF/17/2013; dated October 22, 2013) on centralized database for corporate bonds/debentures, you are required to provide international securities identification number (ISIN; along with the reference number and the date of the rating letter) of all bond/debenture issuances made against this rating letter to us. The circular also requires you to share this information with us within 2 days after the allotment of the ISIN. We request you to mail us all the necessary and relevant information at debtissue@crisil.com. This will enable Crisil Ratings to verify and confirm to the depositories, including NSDL and CDSL, the ISIN details of debt rated by us, as required by SEBI. Feel free to contact us at debtissue@crisil.com for any clarification you may need.

Should you require any clarification, please feel free to get in touch with us.

With warm regards,

Yours sincerely,

Sonica Gupta
Associate Director - Crisil Ratings

Nivedita Shibu
Director - Crisil Ratings



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RL/MOFIAL/371491/NCD/1025/131155/168554337
October 13, 2025



Mr. Deepak Aggarwal
Co - CEO & CFO
Moneyboxx Finance Limited
Building No. 8, Tower A, 4th floor,
DLF Cyber city, Gurugram,
Gurgaon - 122001
9971882650

Dear Mr. Deepak Aggarwal,

Re: Crisil Rating on the Rs.200 Crore Non Convertible Debentures of Moneyboxx Finance Limited

All ratings assigned by Crisil Ratings are kept under continuous surveillance and review.

Please refer to our rating letter dated July 04, 2025 bearing Ref. no: RL/MOFIAL/371491/NCD/0725/123527/168554337

Rating outstanding on the captioned debt instruments is "Crisil BBB/Stable" (pronounced as "Crisil triple B rating" with Stable outlook). Securities with this rating are considered to have moderate degree of safety regarding timely servicing of financial obligations. Such securities carry moderate credit risk.

In the event of your company not making the issue within a period of 180 days from the above date, or in the event of any change in the size or structure of your proposed issue, a fresh letter of revalidation from Crisil Ratings will be necessary.

As per our Rating Agreement, Crisil Ratings would disseminate the rating along with outlook through its publications and other media, and keep the rating along with outlook under surveillance for the life of the instrument. Crisil Ratings reserves the right to withdraw, or revise the rating / outlook assigned to the captioned instrument at any time, on the basis of new information, or unavailability of information, or other circumstances which Crisil Ratings believes may have an impact on the rating. Please visit www.crisilratings.com and search with the name of the rated entity to access the latest rating/s.

As per SEBI circular (reference number: CIR/IMD/DF/17/2013; dated October 22, 2013) on centralized database for corporate bonds/debentures, you are required to provide international securities identification number (ISIN; along with the reference number and the date of the rating letter) of all bond/debenture issuances made against this rating letter to us. The circular also requires you to share this information with us within 2 days after the allotment of the ISIN. We request you to mail us all the necessary and relevant information at debtissue@crisil.com. This will enable Crisil Ratings to verify and confirm to the depositories, including NSDL and CDSL, the ISIN details of debt rated by us, as required by SEBI. Feel free to contact us at debtissue@crisil.com for any clarification you may need.

Should you require any clarification, please feel free to get in touch with us.

With warm regards,

Yours sincerely,

Sonica Gupta
Associate Director - Crisil Ratings

Nivedita Shibu
Director - Crisil Ratings



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10587/ITSL/OPR/CL/25-26/DEB/825
October 11, 2025

To,
Moneyboxx Finance Limited
First India Place, 2nd Floor,
Sushant Lok- I, MG Road, Gurgaon- 122001

Kind Attn: Mr. Kunal Sharma/ Lalit Sharma

Dear Sir(s),

Subject: Consent to act as a Debenture Trustee for Secured, Listed, Redeemable, Taxable, Non-convertible Debentures ("NCDs") aggregating upto Rs. 40 crores proposed to be issued on private placement basis by Moneyboxx Finance Limited (the Company/Issuer)

This is with reference to e-mail dated October 10, 2025 we had regarding appointment of IDBI Trusteeship Services Limited as Debenture Trustee for the proposed Secured, Listed, Redeemable, Taxable, Non-Convertible Debentures ("NCDs") issuance aggregating up to Rs. 40 crores. In this connection, we indicate our trusteeship remuneration for the said assignment as follows:

Charge Heads	Terms
Acceptance Fees	Rs.1,00,000/- plus applicable taxes (One-time payment and payable upfront, non- refundable)
Service Charges	Rs.50,000/- p.a. plus applicable taxes. First such payment would become payable in on the date of execution (DoE) for the pro-rata period from DoE till March 31, 2026 thereafter the Service Charges are payable on an annual basis in advance on 1st April every year till the redemption and satisfaction of charges in full.
Delayed Payment charges	In case the payment of service charges is not received within a period of 30 days from the date of the bill, ITSL reserves the right to charge 'delayed payment charges' @ 12% p.a. on the outstanding amount.
Out of Pocket Expenses & Statutory Dues	Would be reimbursable on actual basis within 30 days of the claim.
Validity:	This consent is valid for a period of 6 months from the date of this letter and in the event of the issue not being placed or in the event of any increase in the size of the issue or any structural change, a fresh letter of revalidation from the Trustees will be necessary and earlier consent letter would stand ipso facto/automatically withdrawn/revoked without any further communication/reference to you.
Any enforcement consequent to the event of default (EOD) would attract separate charges	

Assure you of our best services at all times.

Yours Faithfully,
IDBI Trusteeship Services Limited



(Authorized Signatory)

We accept the above terms
for Moneyboxx Finance Limited

(Authorized Signatory)

NOTE: As per recent Service Tax guidelines, ITSL would be required to pay the applicable Tax on the amounts / charges payable to us as indicated above. Please note that the Company would be liable to pay all such charges even in the event of cancellation of the aforesaid transaction. Therefore, no refund of any statutory dues already paid would be made.

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE MEMBERS OF WORKING COMMITTEE OF THE BOARD OF DIRECTORS OF MONEYBOXX FINANCE LIMITED HELD ON FRIDAY, OCTOBER 10, 2025

APPROVE THE OFFER AND ISSUE OF UPTO 40,000 LISTED, RATED, SENIOR, SECURED, TRANSFERABLE, REDEEMABLE NON-CONVERTIBLE DEBENTURES (“NCDs” / “DEBENTURES”) HAVING A FACE VALUE OF INR 10,000 /- (INDIAN RUPEES TEN THOUSAND ONLY) AND AGGREGATING UPTO INR 40,00,00,000 /- (INDIAN RUPEES FORTY CRORES ONLY) INCLUDING A GREEN SHOE OPTION OF INR 15,00,00,000 /- (INDIAN RUPEES FIFTEEN CRORES ONLY)

The Chairman had informed the committee that pursuant to the approval of board of directors , the Company proposes to avail financial assistance by way of offer and issuance of Listed, Rated, Senior, Secured, Transferable, Redeemable Non-Convertible Debentures aggregating issue of up to 40,000 (Fourty Thousand) Listed, Rated, Senior, Secured, Transferable, Redeemable Non-Convertible Debentures having a face value of INR 10,000 (Indian Rupees Ten Thousand Only), aggregating up to INR 40,00,00,000 (Indian Rupees Fourty Crores only) (including a Green Shoe option of INR 15 Crore) (hereinafter referred to as the “**Debentures**” or “**NCDs**”) on a private placement basis to the Identified Persons as per Section 42 of the Act and as may be identified by the Working Committee of the Board from time to time (“**Investors**”), in accordance with the terms and conditions specified in the private placement offer cum application letter (“**PPOAL**”) to be issued by the Company to the Investors which *inter alia* contains the disclosures that are required to be made by the Company under Form PAS-4 under Rule 14 of the Companies (Prospectus and Allotment of Securities) Rules, 2014, Section 42 of the Companies Act, 2013 read with the Companies (Prospectus and Allotment of Securities) Rules, 2014 and the Companies (Share Capital and Debentures) Rules, 2014; debenture trust deed (“**Debenture Trust Deed**”) to be executed *inter alia* between the Company and **IDBI Trusteeship Services Limited** as the debenture trustee acting for the benefit of the Investors / debenture holders (“**Debenture Trustee**”) and other transaction documents.

The Chairman to also inform the Board that the amounts to be raised pursuant to the issue of the Debentures together with all interest and other charges are proposed to be secured by :

- Exclusive Charge via a deed of hypothecation over specific asset portfolio of receivables of the Issuer (“**Hypothecated Assets**”) and /or
- Cash Collateral in the form of unencumbered Fixed Deposit (FD) which shall be lien marked in favor of the Debenture Trustee (Cash Collateral)

(Collectively referred to herein as the “**Security**”)

In relation to the aforesaid, the Chairman to also inform the Board that the Company shall be required to execute the following documents:

- (i) Term Sheet;
- (ii) KID;
- (iii) Debenture Trust Deed;
- (iv) Debenture Trustee Appointment Agreement;
- (v) Deed of Hypothecation along with Power of Attorney;
- (vi) all other documents, writings, letters, deeds, power of attorney and agreements as may be required in relation to the issuance of the Debentures and the creation and perfection of security,
(collectively, “**Transaction Documents**”)

Terms not defined herein shall have the same meaning as prescribed in the Debenture Trust Deed.

After discussion and considering the volume of work involved, the following resolution is passed.

a) APPROVAL FOR THE COMPANY ISSUING THE DEBENTURES AND CREATING SECURITY

"RESOLVED THAT pursuant to the provisions of Sections 23, 42, 71, 179 and other applicable provisions, if any, of the Companies Act, 2013 including any statutory modifications or re-enactments thereof for the time being in force (the "**Act**"), read with Rule 18 of the Companies (Share Capital and Debentures) Rules, 2014, Rule 14 of the Companies (Prospectus and Allotment of Securities) Rules, 2014 and other applicable provisions, Rules made under the Act, rules, regulations, guidelines, notifications, clarifications and circulars, if any, prescribed by the Government of India, all applicable regulations, directions, guidelines, circulars and notifications of the Reserve Bank of India ("**RBI**"), as amended, or any other regulatory authority, whether in India or abroad, and in accordance with the memorandum of association and the articles of association of the Company, and in accordance with the approval of the shareholders of the company vide Annual general meeting dated September 26, 2025, and pursuant to the approval of board of directors in their meeting held on August 18, 2025, the approval of the Working Committee be and is hereby accorded for issue of up to 40,000 (Fourty Thousand) Listed, Rated, Senior, Secured, Transferable, Redeemable, Non-Convertible Debentures having a face value of INR 10,000 (Indian Rupees Ten Thousand), aggregating up to INR 40,00,00,000 (Indian Rupees Forty Crores only) (including a Green Shoe option of INR 15 Crore) (hereinafter referred to as the "Debentures" or "NCDs"), in dematerialized form on a private placement basis, at such interest rate as may be determined, payable at such 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, on a private placement basis to to the Identified eligible investors ("Investors") as per Section 42 of the Act and and securing the amounts to be raised pursuant to the issue of the Debentures together with all interest and other charges thereon by way of hypothecation in favor of the Debenture Trustee, on the financial and non-financial assets (including investments) of the Company, both present and future; and on present and future loan assets of the Company, including all monies receivable for the principal amount and interest thereon, on a first pari-passu basis with all other secured lenders to the Company holding pari-passu charge over the security (the "Security")."

RESOLVED FURTHER THAT the Mr. Deepak Aggarwal, Co-CEO, CFO & Whole time Director or Mr. Mayur Modi, Co-CEO & Whole time Director or Mr. Lalit Sharma, Company Secretary and Compliance Officer of the Company (the "**Authorised Signatory**") be and are hereby severally authorised to do all such acts, deeds and things as they deem necessary or desirable in connection with the issue, offer and allotment of the Debentures, 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 Debentures
- (b) negotiating, executing and/or modifying the terms of the Debentures and all other related matters;
- (c) negotiating, approving, and deciding the terms of the issue, offer and allotment of the Debentures and all other related matters (including but not limited to, the amounts proposed to be raised, the security proposed to be provided by the Company, the rate of interest, the terms of repayment and the end use, date of allotment);
- (d) approving the debt disclosure document / placement memorandum and the private placement offer cum application letter ("**PPOAL**") (as may be required) (including amending, varying, or

- modifying such documents, as may be considered desirable or expedient), in accordance with all applicable laws, rules, regulations and guidelines;
- (e) finalising the terms and conditions of the appointment of an arranger (if so required), a debenture trustee, a legal counsel, a registrar and transfer agent, credit rating agency(ies) depositories and such other intermediaries including their successors and their agents, as may be required in relation to the issue, offer and allotment of the Debentures;
 - (f) requesting the Guarantors to issue the Personal Guarantee and / or Corporate Guarantee and execute all agreements, documents, power of attorneys, deeds and writings in relation to the same including the deed of guarantee in favour of the debenture trustee or any other entity as required by the investors.
 - (g) To the extent applicable - opening and maintaining the debt service reserve account (DSRA) in the form of a fixed deposits or investments & cash margin.
 - (h) entering into arrangements with the depository in connection with the issue, offer and allotment of the Debentures / Issue of the Debentures in dematerialised form;
 - (i) creating and perfecting the Security as required in accordance with the terms of the Transaction Documents;
 - (j) negotiating, finalising and executing the **Transaction Documents**.
 - (k) negotiating, executing, filing and delivering any documents, instruments, deeds, amendments, papers, applications, notices or letters as may be required in connection with the issue, offer and allotment of the Debentures and dealing with regulatory authorities in connection with the issue, offer and allotment of the Debentures / issue of the Debentures including but not limited to the RBI, SEBI (if so required), the relevant registrar of companies, the Ministry of Corporate Affairs, the relevant sub-registrar of assurances, depositories, Central Registry of Securitisation Asset Reconstruction and Security Interest and such other authorities as may be required;
 - (l) 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;
 - (m) 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;
 - (n) to pay stamp duty required to be paid for the issue, offer and allotment of the Debentures in accordance with the laws of India and Transaction Documents; and
 - (o) to generally do any other act or deed, to negotiate and execute any documents, applications, agreements, undertakings, deeds, affidavits, declarations and certificates in relation to the issue, offer and allotment of the Debentures 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 Debentures.

RESOLVED FURTHER THAT the Authorised Signatory of the Company, be and is hereby severally authorised to take all necessary steps relating to the creation, perfection and registration of charges and also to sign and submit the necessary forms with the relevant registrar of companies, the Ministry of Corporate Affairs, the relevant sub-registrar of assurances (if so required), Central Registry of Securitisation Asset Reconstruction and Security Interest, information utilities and other relevant governmental authorities.

RESOLVED FURTHER THAT the Authorised Signatory of the Company, be and is 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 Debentures, if and as and when required by the Debenture Holders.

RESOLVED FURTHER THAT the Authorised Signatory of the Company, be and is hereby severally authorised to pay all stamp duty required to be paid for the issue, offer and allotment of the Debentures in accordance with the laws of India and procure the stamped documents from the relevant governmental authorities.

RESOLVED FURTHER THAT the Authorised Signatory of the Company, be and is hereby severally authorised to approve and finalise, sign, execute and deliver the Transaction Documents and such other agreements, deeds, undertakings, indemnities and documents as may be required, or any of them in connection with the Debentures to be issued by the Company.

RESOLVED FURTHER THAT the Authorised Signatory of the Company be and is hereby authorised to open any bank accounts with such banks in India as may be required in connection with the issue, offer and allotment of the Debentures and that Authorised Signatory, be and is hereby severally authorised to sign and execute the application form(s) and other documents required for opening the said account(s), to operate such account(s), and to give such instructions including closure thereof as may be required and deemed appropriate by them, and that such bank(s) be and is hereby authorised to honour all cheques and other negotiable instruments drawn, accepted or endorsed and instructions given by the aforesaid Authorised Signatory on behalf of the Company."

b) APPOINTMENT OF "IDBI TRUSTEESHIP SERVICES LIMITED" AS THE DEBENTURE TRUSTEE IN RELATION TO THE DEBENTURES

"RESOLVED THAT the Authorised Signatory of the Company, be and is hereby severally authorised to appoint IDBI Trusteeship Services Limited as the debenture trustee for the benefit of the debenture holders ("**Debenture Trustee**"), in connection with the Debentures and is empowered to do all such acts, things and deeds as may be necessary in this regard including but not limited to negotiating, finalising, executing the engagement letter, debenture trustee appointment agreement, Debenture Trust Deed and providing / offering such security, as may be required, for securing the Debentures in favour of the Debenture Trustee."

c) APPOINTMENT OF VARIOUS TRANSACTION ADVISORS

"RESOLVED THAT consent of the Working Committee be and is hereby accorded to engage various transaction advisors, such as lenders' legal counsel(s), lenders' insurance agent(s), valuation agents, and others as may be advised by the Debenture Trustee in connection with the Issue.

RESOLVED FURTHER THAT the Authorised Signatory of the Company, be and is hereby severally authorised to negotiate and finalise the fee payable to and other related terms and conditions with transaction advisors and sign the engagement / appointment agreements with them in this regard.

RESOLVED FURTHER THAT the Authorised Signatory of the Company, be and is hereby severally authorised to do all such other acts, deeds and things as may be required in this regard."

d) APPROVAL OF THE KID

"RESOLVED THAT subject to the applicable provisions of the Companies Act, 2013 read with the Rules thereto, as amended, the Working Committee be and hereby approves the KID for the issue of Debentures.

RESOLVED FURTHER THAT the Authorised Signatory of the Company, be and is hereby severally authorised to make any corrections, amendments, deletions, additions in the KID (as may be required) and

any related documents relating to the private placement offer, and to give any information, explanation, declaration, and confirmations as may be required by the concerned authorities.

RESOLVED FURTHER THAT the Authorised Signatory of the Company, be and is hereby severally authorised to file necessary forms with the Registrar of Companies and other statutory authorities and to do all other acts, deeds, things and matters as may be deemed expedient to give effect to the aforesaid resolution, and to do all such acts, matters, deeds and things necessary or desirable in connection with or incidental to giving effect to the above resolution, including but not limited to making the necessary entries in the register of Debenture holders and to comply with all other requirements in this regard."

e) APPLICATION FOR ISSUE OF DEBENTURES IN DEMATERIALISED FORM

"**RESOLVED THAT** the Company do seek admission of the Company's securities in the Depository system of Central Depository Services (India) Limited (CSDL) and National Securities Depository Limited (NSDL) to dematerialise the certificates of the security holders of the Company who may wish to do so.

RESOLVED FURTHER THAT the Company appoints MAS Services Limited as the Registrar and Transfer Agent (RTA) for the Depository upon such terms and conditions as may be approved.

RESOLVED FURTHER THAT the Authorised Signatory of the Company, be and is hereby severally authorised to do all such acts and deeds as may be required and to sign all such papers and documents as may be necessary to implement the decision."

RESOLVED FURTHER THAT Authorised Signatory be and is severally authorised to enrol themselves as a "user" with the information utility to submit, confirm and/or upload information, Transaction Documents and any other document with the information utility in relation to the transactions contemplated by the Transaction Documents as may be required under Insolvency and Bankruptcy Code, 2016, as amended.

RESOLVED FURTHER THAT all acts, things or deeds, done or cause to be done, by the Authorised Signatory in connection with the issue of the Debentures shall be binding on the Company and deemed to have been done by the Company itself.

RESOLVED FURTHER THAT the Authorised Signatory of the Company be and is hereby severally authorised to furnish a certified true copy of this resolution to any person concerned for information and records."

For **Moneyboxx Finance Limited**

Lalit Sharma Digitally signed
by Lalit Sharma

Name : Lalit Sharma
Designation : Company Secretary
M. No. : A 24111
Date : 13-10-2025
Place : Gurgaon, Haryana

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS IN ITS MEETING HELD ON MONDAY, AUGUST 18, 2025, AT THE CORPORATE OFFICE OF THE COMPANY SITUATED AT BLOCK A, DLF BUILDING 8,4TH FLOOR, DLF CYBER CITY, GURGRAM-122002, HARYANA (THROUGH AUDIO-VIDEO CONFERENCING)

1. APPROVAL FOR ISSUANCE OF NON-CONVERTIBLE DEBENTURES, IN ONE OR MORE SERIES/ TRANCES SUBJECT TO APPROVAL OF MEMBERS

“RESOLVED THAT pursuant to the provisions of Section 23, 42, 71, and other applicable provisions, if any, of the Companies Act, 2013 (“the Act”), read with the Companies (Prospectus and Allotment of Securities) Rules, 2014, and subject to all the applicable laws and Regulations, including but not limited to Securities and Exchange Board of India (“SEBI”) (Issue and Listing of Debt Securities) Regulations, 2008, the Listing Agreement entered into with the Stock Exchange (including any statutory modification(s) or re-enactment thereof, for the time being in force) and subject to the provisions of the Memorandum and Articles of Association of the Moneyboxx Finance Limited (hereinafter to be referred the “Company”), subject to the approval of members, consent of the Board of Directors (hereinafter referred to as the “Board”, which term shall be deemed to include any Committee of the Board constituted to exercise its powers, including the powers conferred by this Resolution) be and is hereby accorded to borrow from time-to-time by making offer(s) or invitation(s) to subscribe or issuance of secured/unsecured/listed/unlisted/rated/unrated Non-Convertible Debentures (NCDs)/Bonds, whether secured or unsecured, on private placement basis, in one or more tranches/series for an amount not exceeding Rs. 1000 crore (Rupees One Thousand Crore only) during a period of 1 (one) year from the date of passing of this Resolution on such terms and conditions as the Board may from time to time determine and consider the said borrowing shall be within the overall borrowing limits of the Company as may be approved by the Members from time to time.

RESOLVED FURTHER THAT the Board be and is hereby authorized to take all necessary actions and to do and perform all such acts, deeds, matters and things as the Board may, in its absolute discretion, deem necessary, desirable, incidental or expedient for such purpose, including without limitation to vary, modify or alter any of the relevant terms and conditions, including size of the issue, the class of investors or subscribers to whom NCDs proposed to be issued, time of issue, number and/or value of securities to be offered, issue price, tenor, interest rate, premium/discount and further authorized to finalize/modify any other related agreements, addendum, memorandum, deeds, documents, writings, undertaking, guarantee, indemnity etc., to be executed and amendments/modifications thereto, provide any clarifications related to issue and allotment of NCDs, listing of NCDs on Stock Exchange(s), making of application to relevant depository(ies) for admission of NCDs as appropriate and further authorized to register all such agreements, documents, instruments and writings as deemed necessary, including providing of private placement offer letter, information memorandum, disclosure documents, debenture subscription agreement, debenture trust deed and any other deeds, documents, writings as may be required in connection with the offering(s), issuance(s) and/or allotment of NCDs on a private placement basis (including documents in connection with appointment of agencies, intermediaries and advisors), utilization of the issue proceeds and further to authorize all such persons as may be necessary in connection therewith and incidental thereto as the Board in its absolute discretion deem fit, with further power to settle all questions, difficulties or doubts that may arise in this regard, without being required to seek any further consent or approval of the members or otherwise to the end and intent that they shall be deemed to have given their approval thereto expressly by the authority of this resolution and the decision of the Board shall be final and conclusive.”

For **Moneyboxx Finance Limited**

Lalit Sharma Digitally signed
by Lalit Sharma

Name : Lalit Sharma
Designation : Company Secretary
M. No. : A 24111
Date : 10-10-2025
Place : Gurgaon, Haryana

CERTIFIED TRUE COPY OF THE EXTRACT OF THE RESOLUTION PASSED BY THE MEMBERS OF THE COMPANY AT THE 31ST ANNUAL GENERAL MEETING HELD ON 26TH DAY OF SEPTEMBER 2025 THROUGH AUDIO VISUAL MODE DEEMED TO BE HELD AT THE REGISTERED OFFICE OF THE COMPANY SITUATED AT 523-A, SOMDUTT CHAMBER-II, 9, BHIKAJI CAMA PLACE, NEW DELHI - 110066 (THROUGH AUDIO VISUAL CONFERENCING MODE)

TO OFFER OR INVITATION FOR SUBSCRIPTION OF ISSUE OF NON-CONVERTIBLE DEBENTURES ON PRIVATE PLACEMENT BASIS BY BOARD OF THE COMPANY UPTO RS. 1000 CRORES

“RESOLVED THAT pursuant to the provisions of Section 23, 42, 71, and other applicable provisions, if any, of the Companies Act, 2013 (**“the Act”**), read with rule 14 of the Companies (Prospectus and Allotment of Securities) Rules, 2014, (the **Rules**) and in accordance with the provisions of Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 (**“Debt Regulations”**), the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, (including any statutory modification(s) or re-enactment thereof, for the time being in force) and subject to the provisions of the Memorandum and Articles of Association of the Moneyboxx Finance Limited and the directions issued by Reserve Bank of India (**“RBI”**) as applicable to the Non-Banking Financial Companies (**“NBFC”**) from time to time, and such other laws and regulations as may be applicable to the Company, the consent of the Members of the Company be and is hereby accorded to the Board of Directors of the Company (hereinafter referred to as **‘the Board’** which term shall include any Committee of the Board constituted to exercise its powers, including the powers conferred by this Resolution) to borrow from time-to-time by making offer(s) or invitation(s) to subscribe or issuance of secured/unsecured, /listed/unlisted, /rated/unrated, subordinated/senior, perpetual/non-perpetual, cumulative/non-cumulative Non-Convertible Debentures (**NCDs**)/Bonds/Other instruments, whether secured or unsecured, on private placement basis, in one or more tranches/series, during the period of one year from the date of passing of this resolution for a sum not exceeding an amount **Rs. 1,000 crore (Rupees One Thousand Crore only)** within the overall borrowing limits of the Company approved by the Members to any category of investors eligible to invest in the NCDs i.e. such person or persons including one or more company(ies), bodies corporate, foreign portfolio investor(s), overseas fund(s), statutory corporation(s), commercial bank(s), domestic and multilateral lending agency(ies), financial institution(s), insurance company(ies), mutual fund(s), alternate investment fund(s), pension/provident fund(s), family office(s), and individual(s), as the case may be or such other person/persons/investors as the Board may so decide/approve in its absolute discretion on such terms and conditions as may be finalized by the Board..

RESOLVED FURTHER THAT for the purpose of giving effect to this resolution, the Board be and is hereby authorised to determine the terms of issue of NCDs including but not limited to determining size, issue price, timing, tenure, interest rate, listing, if required, creation of security, utilization of the issue proceeds, appointment of debenture trustee(s), registrar and transfer agent, legal counsel and other agency(ies) and to do all necessary acts and things and to execute all deeds, documents, instruments, papers and writings as may be required and to settle all questions, difficulties or doubts that may arise in this regard in its sole and absolute discretion deem fit

RESOLVED FURTHER THAT the Board be and is hereby authorised to do all such acts, deeds and things and give such directions as may be deemed necessary or expedient to give effect to the above Resolution for the purpose of creating, offering, issuing and allotting the Debenture(s), as it may, in its absolute discretion, deem necessary or expedient in the interest of the Company and with power on behalf of the Company to determine the terms and conditions of the issue of the Debentures, settle all the questions, difficulties or doubts that may arise in this regard without requiring the Board to secure any further consent or approval of the members of the Company.

RESOLVED FURTHER THAT the Board be and is hereby authorized to delegate all or any of the powers herein conferred to any director(s), key managerial person(s) and/or officer(s) of the Company, to give effect to the resolution.”

For **Moneyboxx Finance Limited**

Lalit Sharma Digitally signed by Lalit Sharma
Date: 2025.10.10 16:56:31 +05'30'

Name : Lalit Sharma
Designation : Company Secretary
M. No. : A 24111
Date : 10-10-2025
Place : Gurgaon, Haryana

To,
Stock Exchange,

Dear Sir / Madam,

SUB.: ISSUE OF 25000 (twenty five thousand) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures each having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) aggregating to INR 25,00,00,000/- (Indian Rupees Twenty Five Crore Only); and a green shoe option of up to 15000 (fifteen thousand) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures each having a face value of INR 10,000/- (Indian Rupees Ten Thousand Only) aggregating to INR 15,00,00,000/- (Indian Rupees Fifteen Crore Only) aggregating to INR 40 crores BY Moneyboxx Finance Limited LTD.

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.
 - 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 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.

PLACE: Mumbai
DATE: 2025-10-13

Signed by





MAS SERVICES LIMITED

Regd. Office : T-34 IIND FLOOR OKHLA INDUSTRIAL AREA
PHASE-II NEW DELHI 110020

PHONE:- 011-26387281-83 FAX:- 011 – 26387384

Email:- info@masserv.com

CIN:-U74899DL1973PLC006950

GST No. : 07AAACM1642B1Z4 - SAC : 998312

Dae:- 10/10/2025

Moneyboxx Finance Limited

Subject: Consent for inclusion of our name as Registrar to the Issue of Moneyboxx Finance Limited

Re: Proposed NCD Issue by your Company

With reference to the above we grant our consent for including our name as the Registrar to the Issue for the proposed NCD Issue by the Company in the Draft Letter of Offer.

Our SEBI Registration details are as under:

1.	SEBI registration no.	INR000000049
2.	Date of registration	July 11' 2012
3.	Date of renewal of registration	Permanent Registration Number
4.	Date of expiry of registration	Permanent Registration Number
5.	If applied for renewal, date of application	Not Applicable
6.	Details of communication from SEBI prohibiting us from acting as Registrar to the Issue	No
7.	Details of any enquiry/investigation carried on by SEBI against us.	No

Further, please find below our contact details for the purpose of incorporating the same in the Draft Letter of Offer.

Name:M/s Mas Services Limited

Address:T-34,2nd Floor, Okhla Industrial Area,

Phase-2, New Delhi-110020

Tel: +91-011-26387281, Fax:+91-011-26387384

E-mail: info@masserv.com

Investor Grievance Email: investor@masserv.com

Website:www.masserv.com

Contact Person: Mr. Nanak Chand

SEBI Registration No.:INR000000049

Further, we do confirm that we are in due compliance with all the applicable Rules, Guidelines, Circulars, Notifications and Regulations issued by the Securities and Exchange Board of India and are eligible to act as Registrar to the Issue.

A copy of our SEBI Registration certificate is attached as Annexure- 1.

Thanking you,

Yours faithfully,

For MAS SERVICES LTD.

Sharwan Mangla
(General Manager)

DCS/COMP/RM/IP-PPDI/161/24-25

November 08, 2024

Moneyboxx Finance Limited

523-A, Somdutt Chamber-II 9
Bhikaji Cama Place
New Delhi, South Delhi, 110066.

Dear Sir/Madam

Re: Private Placement of Senior / Unsubordinated / Subordinated, Secured / Unsecured, Rated, Listed, Principal Protected or Not, Market Linked or Not, Non-Convertible Securities aggregating for an amount as set out in respective Key Information Document(S), in Multiple Tranches / Issuances, for cash, at par or at premium or at discount and Listed Commercial Papers. Under GID Number: MFL/GID/01/2024-2025/Dated November 06, 2024

We acknowledge receipt of your application on the online portal on November 06, 2024 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 the General information Document, whichever 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



Prasad Bhide
Senior Manager



Anurag Jain
Manager

Moneybox Finance Limited
Portfolio Cuts as on: 30-Jun-2025

State	Active Loans	AUM ₹ Cr	% of AUM
Karnataka	114	6.21	0.68%
Andhra Pradesh	134	7.16	0.78%
Telangana	173	10.00	1.09%
Tamil Nadu	296	15.94	1.74%
Chhattisgarh	2,135	24.18	2.63%
Bihar	941	42.36	4.61%
Gujarat	1,616	47.29	5.15%
Punjab	7,406	85.70	9.33%
Haryana	10,148	109.46	11.92%
Rajasthan	11,802	130.34	14.20%
Uttar Pradesh	9,811	152.16	16.57%
Madhya Pradesh	16,281	287.24	31.29%
Grand Total	60,857	918.04	100.00%

Segment	Active Loans	AUM ₹ Cr	% of AUM
Kirana	4,770	70.15	7.64%
Live Stock	39,239	581.45	63.34%
Manufacturing	4,158	66.04	7.19%
Service	3,070	47.80	5.21%
Trading	9,620	152.60	16.62%
Grand Total	60,857	918.04	100.00%

Loan Tenure	Active Loans	AUM ₹ Cr	% of AUM
(A). 12 to 23 Months	366	2.52	0.27%
(B). 24 Months	29,601	210.51	22.93%
(C). 25 to 36 Months	18,948	312.43	34.03%
(D). 37 to 48 Months	5,234	123.07	13.41%
(E). 49 to 60 Months	5,912	209.67	22.84%
(F). 61 to 84 Months	664	46.97	5.12%
(G). Above 84 Months	132	12.88	1.40%
Grand Total	60,857	918.04	100.00%

Balance Tenure	Active Loans	AUM ₹ Cr	% of AUM
(A). Up to 12 Months	21,951	124.88	13.60%
(B). 13 to 24 Months	19,553	253.86	27.65%
(C). 25 to 36 Months	9,464	193.89	21.12%
(D). 37 to 48 Months	5,246	145.17	15.81%
(E). 49 to 60 Months	3,723	138.95	15.14%
(F). 61 to 84 Months	773	47.55	5.18%
(G). Above 84 Months	147	13.74	1.50%
Grand Total	60,857	918.04	100.00%

Loan Ticket Size	Active Loans	AUM ₹ Cr	% of AUM
(A). Up to 1 Lakh	14,610	71.92	7.83%
(B). 1.01 to 2 Lakh	23,975	249.78	27.21%
(C). 2.01 to 3 Lakh	15,144	303.26	33.03%
(D). 3.01 to 5 Lakh	5,260	171.40	18.67%
(E). 5.01 to 7.50 Lakh	1,324	71.87	7.83%
(F). Above 7.50 Lakh	544	49.81	5.43%
Grand Total	60,857	918.04	100.00%

Classification	Active Loans	Adj AUM ₹	% of Adj AUM
BC	5,521	51.66	5.63%
CLM	14,713	109.80	11.96%
DA	3,784	65.95	7.18%
Owned	36,839	690.64	75.23%
Grand Total	60,857	918.04	100.00%

ROI Bucket	Active Loans	AUM ₹ Cr	% of AUM
(A). <=24	6,084	218.14	23.76%
(B). >24 to <=26	5,937	168.39	18.34%
(C). >26 to <=28	22,376	258.96	28.21%
(D). >28 to <=30	9,099	134.58	14.66%
(E). >30	17,361	137.97	15.03%
Grand Total	60,857	918.04	100.00%

State	By DPD Buckets									
	A. Current	B. 1-30	C. 31-60	D. 61-90	E. 91-120	F. 121-150	G. 151-180	H. 181-360	I. 360+	Grand Total
Madhya Pradesh	257.61	5.10	3.53	2.83	0.73	1.97	1.90	11.09	2.49	287.24
Uttar Pradesh	136.99	3.41	1.50	0.82	0.66	0.89	1.00	5.61	1.28	152.16
Rajasthan	103.74	3.95	2.73	1.40	1.09	1.36	1.60	11.14	3.34	130.34
Haryana	83.56	4.24	2.59	1.31	1.04	0.98	1.29	10.21	4.24	109.46
Punjab	77.22	1.45	0.80	0.45	0.26	0.38	0.44	3.51	1.19	85.70
Gujarat	47.27			0.03						47.29
Bihar	42.06		0.06	0.08			0.13	0.04		42.36
Chhattisgarh	21.26	0.51	0.21	0.19	0.14	0.17	0.24	1.21	0.25	24.18
Tamil Nadu	15.90	0.04								15.94
Telangana	10.00									10.00
Andhra Pradesh	7.12		0.04							7.16
Karnataka	6.15		0.06							6.21
Grand Total	808.88	18.71	11.51	7.10	3.91	5.77	6.59	42.79	12.78	918.04

Segment	By DPD Buckets									
	A. Current	B. 1-30	C. 31-60	D. 61-90	E. 91-120	F. 121-150	G. 151-180	H. 181-360	I. 360+	Grand Total
Kirana	63.51	1.02	0.65	0.46	0.17	0.36	0.29	2.84	0.85	70.15
Live Stock	506.72	12.83	8.00	4.84	2.66	3.87	4.57	29.49	8.48	581.45
Manufacturing	57.93	1.83	0.79	0.48	0.31	0.42	0.41	3.04	0.83	66.04
Service	45.07	0.37	0.28	0.20	0.13	0.15	0.11	0.97	0.51	47.80
Trading	135.65	2.67	1.79	1.12	0.64	0.96	1.21	6.45	2.10	152.60
Grand Total	808.88	18.71	11.51	7.10	3.91	5.77	6.59	42.79	12.78	918.04

Loan Tenure	By DPD Buckets									
	A. Current	B. 1-30	C. 31-60	D. 61-90	E. 91-120	F. 121-150	G. 151-180	H. 181-360	I. 360+	Grand Total
(A). 12 to 23 Months	2.24	0.03	0.04	0.01		0.02	0.01	0.12	0.05	2.52
(B). 24 Months	164.62	5.75	3.45	2.19	1.48	2.01	2.61	19.93	8.47	210.51
(C). 25 to 36 Months	271.85	7.62	5.05	2.97	1.77	2.14	2.24	15.62	3.18	312.43
(D). 37 to 48 Months	114.79	1.97	0.91	0.88	0.26	0.62	0.68	2.57	0.39	123.07
(E). 49 to 60 Months	197.31	2.52	1.79	1.00	0.40	0.98	1.05	3.93	0.69	209.67
(F). 61 to 84 Months	45.19	0.82	0.27	0.06				0.63		46.97
(G). Above 84 Months	12.88									12.88
Grand Total	808.88	18.71	11.51	7.10	3.91	5.77	6.59	42.79	12.78	918.04

Balance Tenure	By DPD Buckets									
	A. Current	B. 1-30	C. 31-60	D. 61-90	E. 91-120	F. 121-150	G. 151-180	H. 181-360	I. 360+	Grand Total
(A). Up to 12 Months	77.94	4.31	3.02	1.78	1.37	1.92	2.53	22.17	9.85	124.88
(B). 13 to 24 Months	218.14	7.23	4.47	2.78	1.70	1.98	2.18	13.34	2.05	253.86
(C). 25 to 36 Months	181.82	3.41	1.83	1.27	0.39	0.89	0.79	3.07	0.42	193.89
(D). 37 to 48 Months	134.14	2.42	1.53	1.02	0.32	0.93	0.90	3.45	0.46	145.17
(E). 49 to 60 Months	136.47	0.83	0.56	0.25	0.13	0.06	0.18	0.47		138.95
(F). 61 to 84 Months	46.63	0.51	0.11					0.30		47.55
(G). Above 84 Months	13.74									13.74
Grand Total	808.88	18.71	11.51	7.10	3.91	5.77	6.59	42.79	12.78	918.04

Loan Ticket Size	By DPD Buckets									
	A. Current	B. 1-30	C. 31-60	D. 61-90	E. 91-120	F. 121-150	G. 151-180	H. 181-360	I. 360+	Grand Total
(A). Up to 1 Lakh	57.06	1.89	1.11	0.86	0.46	0.62	0.75	6.61	2.57	71.92
(B). 1.01 to 2 Lakh	205.21	6.56	4.06	2.44	1.55	2.13	2.74	18.70	6.38	249.78
(C). 2.01 to 3 Lakh	270.05	6.32	3.92	2.51	1.51	1.86	1.86	12.28	2.95	303.26
(D). 3.01 to 5 Lakh	160.03	2.28	1.64	1.08	0.22	0.83	0.97	3.75	0.61	171.40
(E). 5.01 to 7.50 Lakh	68.07	0.89	0.59	0.21	0.17	0.27	0.26	1.14	0.28	71.87
(F). Above 7.50 Lakh	48.46	0.77	0.18					0.31		49.81
Grand Total	808.88	18.71	11.51	7.10	3.91	5.77	6.59	42.79	12.78	918.04

Classification	By DPD Buckets									
	A. Current	B. 1-30	C. 31-60	D. 61-90	E. 91-120	F. 121-150	G. 151-180	H. 181-360	I. 360+	Grand Total
BC	39.98	1.49	1.08	0.68	0.47	0.47	0.57	4.36	2.55	51.66
CLM	94.39	2.42	1.31	0.92	0.51	0.67	0.85	5.28	3.45	109.80
DA	60.66	1.11	0.89	0.45	0.12	0.31	0.39	1.30	0.72	65.95
Owned	613.84	13.69	8.23	5.06	2.80	4.32	4.78	31.85	6.06	690.64
Grand Total	808.88	18.71	11.51	7.10	3.91	5.77	6.59	42.79	12.78	918.04

ROI Bucket	By DPD Buckets									
	A. Current	B. 1-30	C. 31-60	D. 61-90	E. 91-120	F. 121-150	G. 151-180	H. 181-360	I. 360+	Grand Total
(A). <=24	199.62	3.90	2.28	1.52	0.49	1.27	1.28	6.64	1.14	218.14
(B). >24 to <=26	162.25	1.50	1.10	0.39	0.22	0.37	0.52	1.67	0.37	168.39
(C). >26 to <=28	223.30	5.78	3.72	2.29	1.34	2.04	1.81	13.68	5.00	258.96
(D). >28 to <=30	113.10	3.43	1.80	1.14	0.84	0.84	1.02	8.69	3.72	134.58
(E). >30	110.61	4.10	2.61	1.76	1.02	1.25	1.96	12.11	2.54	137.97
Grand Total	808.88	18.71	11.51	7.10	3.91	5.77	6.59	42.79	12.78	918.04

AUM ₹ Cr	By DPD Buckets
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Bureau Score	Active Loans	AUM ₹ Cr	% of AUM
(A). NTC	14,564	202.47	22.05%
(B). 300-399	1,390	19.71	2.15%
(C). 400-499	1,312	17.27	1.88%
(D). 500-599	4,580	71.40	7.78%
(E). 600-699	20,249	287.67	31.34%
(F). 700 & above	18,762	319.52	34.80%
Grand Total	60,857	918.04	100.00%

Bureau Score	A. Current	B. 1-30	C. 31-60	D. 61-90	E. 91-120	F. 121-150	G. 151-180	H. 181-360	I. 360+	Grand Total
(A). NTC	177.17	4.13	2.40	1.80	0.75	1.33	1.55	9.88	3.46	202.47
(B). 300-399	15.43	0.54	0.47	0.17	0.12	0.15	0.20	2.01	0.63	19.71
(C). 400-499	13.60	0.56	0.30	0.27	0.16	0.19	0.38	1.52	0.30	17.27
(D). 500-599	62.41	1.81	0.80	0.61	0.34	0.49	0.55	3.66	0.73	71.40
(E). 600-699	241.55	7.47	5.20	2.84	1.74	2.48	2.64	18.42	5.34	287.67
(F). 700 & above	298.72	4.21	2.36	1.41	0.81	1.12	1.27	7.29	2.33	319.52
Grand Total	808.88	18.71	11.51	7.10	3.91	5.77	6.59	42.79	12.78	918.04

Product Type	Active Loans	AUM ₹ Cr	% of AUM
Unsecured Loan	45,211	465.78	50.74%
Secured Loan	15,646	452.26	49.26%
Grand Total	60,857	918.04	100.00%

Product Type	A. Current	B. 1-30	C. 31-60	D. 61-90	E. 91-120	F. 121-150	G. 151-180	H. 181-360	I. 360+	Grand Total
Secured Loan	424.72	6.21	3.83	2.41	0.78	1.97	1.92	8.95	1.46	452.26
Unsecured Loan	384.16	12.50	7.69	4.68	3.13	3.79	4.67	33.84	11.32	465.78
Grand Total	808.88	18.71	11.51	7.10	3.91	5.77	6.59	42.79	12.78	918.04

Customer Type	Active Loans	AUM ₹ Cr	% of AUM
Fresh	45,031	628.90	68.50%
Repeat	15,826	289.14	31.50%
Grand Total	60,857	918.04	100.00%

Customer Type	A. Current	B. 1-30	C. 31-60	D. 61-90	E. 91-120	F. 121-150	G. 151-180	H. 181-360	I. 360+	Grand Total
Fresh	553.98	11.67	7.55	4.76	2.48	4.07	4.79	29.80	9.79	628.90
Repeat	254.90	7.04	3.96	2.34	1.43	1.70	1.80	12.98	2.99	289.14
Grand Total	808.88	18.71	11.51	7.10	3.91	5.77	6.59	42.79	12.78	918.04

Branch	Active Loans	AUM ₹ Cr	% of AUM
101-Bharatpur	803	11.94	1.30%
102-BEHROR	1,149	13.08	1.42%
103-BEAWAR	831	8.13	0.89%
104-Bhilwara	1,160	12.00	1.31%
105-KOTA	980	12.20	1.33%
106-Bhatinda	1,405	19.01	2.07%
107-Hisar	841	8.84	0.96%
108-Fatehabad	989	12.13	1.32%
109-Ujjain	676	12.35	1.35%
110-Dewas	809	13.92	1.52%
111-Mandsaur	1,338	19.84	2.16%
112-Mansa	1,037	11.22	1.22%
113-Mahwa	1,146	14.06	1.53%
114-Kekri	973	9.46	1.03%
115-Abohar	1,316	12.81	1.39%
116-Jind	1,104	12.88	1.40%
117-Kaithal	821	11.37	1.24%
118-Sangrur	771	9.66	1.05%
119-Sikar	679	7.13	0.78%
120-Bhiwani	701	7.82	0.85%
121-Sehore	1,101	19.06	2.08%
122-Agar	936	15.42	1.68%
123-Agra	1,038	13.06	1.42%
124-Naraingarh	657	7.23	0.79%
125-Atwar	856	9.47	1.03%
126-Panipat	721	7.23	0.79%
127-Indore	417	6.57	0.72%
128-Rattlam	701	10.89	1.19%
129-Sriganganagar	892	9.58	1.04%
130-Faridkot	927	10.75	1.17%
131-Yamunanagar	690	5.83	0.63%
132-Ashta	710	11.67	1.27%
133-Khanna	261	2.51	0.27%
134-Dhamnod	515	8.76	0.95%
135-Biaora	645	13.56	1.48%
136-Vidisha	526	8.60	0.94%
137-Meerut	957	9.07	0.99%
138-Bulandshahr	917	10.05	1.09%
139-Sonipat	704	6.39	0.70%
140-Ambala	243	2.81	0.31%
141-Hoshiarpur	744	7.95	0.87%
142-Sirsa	554	6.08	0.66%
143-Hanumangarh	465	4.34	0.47%
144-Chomu	484	5.24	0.57%
145-Raikot	719	8.98	0.98%
146-Bhopal	715	12.12	1.32%
147-Jhunjhunu	517	4.44	0.48%
148-Rajnandgaon	659	7.11	0.77%
149-Bilaspur	805	8.97	0.98%
150-Raipur	667	7.98	0.87%
151-Lucknow	722	9.95	1.08%
152-Kanpur	733	7.95	0.87%
153-Rewari	766	6.93	0.76%
154-Gorakhpur	545	6.54	0.71%
155-Bijnainagar	577	5.28	0.58%
156-Jhalawar	393	4.81	0.52%
157-Khategaon	617	9.24	1.01%
158-Varanasi	797	8.00	0.87%
159-Ayodhya	589	7.92	0.86%
160-Shujalpur	760	10.81	1.18%
161-Rajsamand	390	3.50	0.38%

Branch	A. Current	B. 1-30	C. 31-60	D. 61-90	E. 91-120	F. 121-150	G. 151-180	H. 181-360	I. 360+	Grand Total
101-Bharatpur	10.95	0.19	0.03	0.04	0.02	0.07	0.03	0.41	0.20	11.94
102-BEHROR	10.73	0.44	0.24	0.12	0.08	0.20	0.10	0.95	0.23	13.08
103-BEAWAR	6.45	0.12	0.16	0.07	0.02	0.17	0.06	0.90	0.18	8.13
104-Bhilwara	7.49	0.56	0.68	0.23	0.22	0.25	0.32	1.90	0.35	12.00
105-KOTA	9.33	0.37	0.29	0.24	0.22	0.12	0.20	1.06	0.36	12.20
106-Bhatinda	17.70	0.43	0.11	0.09	0.02	0.05	0.04	0.49	0.09	19.01
107-Hisar	6.76	0.38	0.11	0.07	0.07	0.09	0.08	0.78	0.51	8.84
108-Fatehabad	9.91	0.36	0.38	0.08	0.09	0.09	0.06	0.83	0.34	12.13
109-Ujjain	10.83	0.38	0.21	0.23	0.02	0.01	0.06	0.44	0.15	12.35
110-Dewas	12.65	0.25	0.20	0.13	0.02	0.09	0.16	0.27	0.15	13.92
111-Mandsaur	17.99	0.39	0.28	0.12	0.05	0.12	0.06	0.66	0.18	19.84
112-Mansa	10.37	0.03	0.07	0.04	0.05	0.01	0.02	0.44	0.20	11.22
113-Mahwa	11.04	0.63	0.17	0.13	0.03	0.11	0.06	1.44	0.45	14.06
114-Kekri	7.21	0.36	0.28	0.10	0.13	0.07	0.16	0.85	0.30	9.46
115-Abohar	10.19	0.49	0.31	0.19	0.08	0.15	0.18	1.06	0.15	12.81
116-Jind	10.86	0.16	0.13	0.14	0.09	0.06	0.23	0.95	0.28	12.88
117-Kaithal	9.88	0.11	0.17	0.23	0.04	0.10	0.16	0.49	0.20	11.37
118-Sangrur	9.07	0.14	0.04	0.04	0.03	0.05	0.01	0.17	0.11	9.66
119-Sikar	5.48	0.21	0.11	0.06	0.10	0.05	0.13	0.70	0.29	7.13
120-Bhiwani	5.89	0.52	0.18	0.07	0.13	0.08	0.05	0.60	0.29	7.82
121-Sehore	17.75	0.22	0.08	0.06	0.02	0.07	0.10	0.66	0.10	19.06
122-Agar	12.33	0.34	0.28	0.22	0.06	0.30	0.19	0.95	0.76	15.42
123-Agra	10.96	0.42	0.29	0.15	0.12	0.13	0.15	0.60	0.23	13.06
124-Naraingarh	6.07	0.26	0.17	0.06	0.05	0.03	0.00	0.49	0.09	7.23
125-Atwar	7.99	0.19	0.08	0.10	0.03	0.11	0.13	0.63	0.22	9.47
126-Panipat	4.72	0.18	0.12	0.14	0.07	0.03	0.17	1.24	0.57	7.23
127-Indore	5.90	0.01	0.01	0.07	0.07	0.07	0.06	0.33	0.13	6.57
128-Rattlam	9.89	0.12	0.21	0.18	0.06	0.07	0.06	0.21	0.08	10.89
129-Sriganganagar	6.26	0.40	0.37	0.13	0.16	0.15	0.19	1.49	0.42	9.58
130-Faridkot	9.38	0.17	0.09	0.01	0.05	0.05	0.14	0.55	0.30	10.75
131-Yamunanagar	3.66	0.45	0.21	0.08	0.03	0.02	0.12	0.80	0.46	5.83
132-Ashta	10.71	0.10	0.09	0.10	0.01	0.08	0.06	0.44	0.09	11.67
133-Khanna	1.98	0.02	0.01			0.00	0.01	0.31	0.18	2.51
134-Dhamnod	7.38	0.30	0.19	0.03	0.03	0.13	0.10	0.45	0.15	8.76
135-Biaora	11.96	0.14	0.14	0.09	0.11	0.11	0.07	0.72	0.22	13.56
136-Vidisha	6.48	0.36	0.24	0.10	0.02	0.05	0.24	0.99	0.13	8.60
137-Meerut	7.08	0.49	0.23	0.06	0.05	0.07	0.07	0.73	0.26	9.07
138-Bulandshahr	8.90	0.16	0.10	0.12	0.08	0.08	0.05	0.46	0.10	10.05
139-Sonipat	4.81	0.46	0.11	0.11	0.13	0.04	0.06	0.50	0.17	6.39
140-Ambala	2.59	0.04	0.02			0.01	0.02	0.08	0.06	2.81
141-Hoshiarpur	7.41	0.08	0.07	0.05	0.02	0.03	0.02	0.21	0.06	7.95
142-Sirsa	5.20	0.23	0.12	0.03	0.03	0.07	0.02	0.25	0.12	6.08
143-Hanumangarh	3.20	0.01	0.15	0.09	0.08	0.10	0.05	0.45	0.22	4.34
144-Chomu	4.02	0.12	0.12	0.07	0.03	0.05	0.03	0.50	0.28	5.24
145-Raikot	8.42	0.05	0.08	0.02	0.01	0.03	0.02	0.25	0.10	8.98
146-Bhopal	10.33	0.25	0.12	0.06	0.03	0.17	0.10	0.86	0.20	12.12
147-Jhunjhunu	3.09	0.14	0.22	0.03	0.09	0.01	0.13	0.52	0.21	4.44
148-Rajnandgaon	6.39	0.12	0.05	0.05	0.04	0.09	0.03	0.28	0.07	7.11
149-Bilaspur	8.17	0.18	0.06	0.06	0.06	0.02	0.09	0.30	0.04	8.97
150-Raipur	6.58	0.22	0.10	0.08	0.04	0.07	0.12	0.63	0.14	7.98
151-Lucknow	8.75	0.19	0.13	0.04	0.10	0.08	0.04	0.54	0.09	9.95
152-Kanpur	6.88	0.21	0.08	0.06	0.04	0.06	0.06	0.41	0.15	7.95
153-Rewari	3.75	0.68	0.35	0.09	0.07	0.13	0.09	1.27	0.51	6.93
154-Gorakhpur	5.04	0.21	0.16	0.09	0.05	0.09	0.09	0.62	0.20	6.54
155-Bijnainagar	3.73	0.28	0.20	0.05	0.05	0.02	0.05	0.79	0.11	5.28
156-Jhalawar	4.39	0.06	0.03	0.04	0.02	0.05	0.07	0.13	0.03	4.81
157-Khategaon	7.36	0.17	0.15	0.18	0.04	0.10	0.10	1.11	0.02	9.24
158-Varanasi	7.10	0.24	0.12	0.07	0.0					

249-Purnia	53	3.52	0.38%
250-Trichy	36	2.07	0.23%
251-Coimbatore	7	0.28	0.03%
252-Nizamabad	46	2.24	0.24%
253-Mandideep	64	1.45	0.16%
254-Sultanpur	15	0.67	0.07%
255-Shahdot	75	1.54	0.17%
256-Khagaria	19	1.26	0.14%
257-Hathras	38	1.36	0.15%
258-Patna	7	0.40	0.04%
259-Janjgir Champa	2	0.05	0.01%
260-Dhamtari	2	0.06	0.01%
261-Bhagalpur	4	0.13	0.01%
262-Azamgarh	18	0.82	0.09%
263-Forbesganj	4	0.16	0.02%
Grand Total	60,857	918.04	100.00%

249-Purnia	3.52											3.52
250-Trichy	2.03	0.04										2.07
251-Coimbatore	0.28											0.28
252-Nizamabad	2.24											2.24
253-Mandideep	1.45											1.45
254-Sultanpur	0.67											0.67
255-Shahdot	1.54											1.54
256-Khagaria	1.26											1.26
257-Hathras	1.26	0.10										1.36
258-Patna	0.40											0.40
259-Janjgir Champ	0.05											0.05
260-Dhamtari	0.06											0.06
261-Bhagalpur	0.13											0.13
262-Azamgarh	0.82											0.82
263-Forbesganj	0.16											0.16
Grand Total	808.88	18.71	11.51	7.10	3.91	5.77	6.59	42.79	12.78			918.04

PRODUCT DETAILS

Product, Features & Credit Underwriting Norms

SI	Parameters	Defined Norms			
1	Target Customer Profile & Product	SI.	Target Customer Profile	Purpose	
		1	Self Employed- Trading, Manufacturing, Kirana, Services, Livestock farmers	Business Expansion, Working Capital, Home Improvement	
2	Facility Type	Secured Business Loan			
3	Loan Amount	Product Name (Moneyboxx Vaapaar Secured Loan)	Minimum Loan Amount	Maximum Loan Amount	
		Secured Mortgage Business Loan	₹ 1 Lakh	₹ 25 Lakhs	
		Secured Quasi Mortgage Business Loan	₹ 1 Lakh	₹ 5 Lakhs	
4	Loan Tenure	1. Mortgage Loan: Minimum - 12 Months; Maximum - 120 Months 2. Quasi Mortgage Loan: Minimum – 12 Months; Maximum 48 Months 3. Loan Tenure to be restricted by the maximum permitted age of the financial Applicant (in case of individual) and age of Proprietor in case of Proprietorship/age of Partners in case of Partnership firm.			
5	Pricing	Secured Mortgage Business Loan: 24% (New); 23% (Repeat) Secured Quasi Mortgage Business Loan: 26% (New); 25% (Repeat) The pricing is subject to change as per Company's policy from time to time.			
6	Purpose	Purpose Name	Details		
		Business	1. Working capital and general business purpose 2. Business Expansion 3. Purchase of stock/Cattle 4. Purchase of Machinery 5. Upgradation and modernization of business enterprise 6. Home Improvement / Construction		
7	Sourcing Channel	Sourcing shall be done by field level sales officers			
8	Geographic Limits	1. Sourcing is allowed within Geo-limit. 2. The Geo limit is currently set at up to 50 KM from the Branch 3. A customer's business/residence (one among the two) must be within the permitted Geo limit.			
9	Eligible Entities (Self Employed)	1. Individual			
10	Age Norm*		Category	Age	
				Min.	Max.
		Applicant	Self-Employed	21	55 (At Loan Disbursement)
		Co-Applicant	Self-Employed	18	65 (At Loan Disbursement)

11	Co - Applicant	<ol style="list-style-type: none"> Minimum 1 Co-Applicant is mandatory. Only members of the same family (father/mother/spouse/ major son/ own brother/sister-in-law/daughter-in- law/unmarried sister) can be a co-applicant. Family members as mentioned above whose income/ assets/ track record is considered for eligibility (if any) shall become a co-applicant 						
12	KYC	As per standard KYC norms of RBI Guidelines						
13	Contact Number Requirement	Prepaid or Post-paid Mobile or Landline is mandatory at Office or Home for Applicant						
14	Business Vintage	Minimum 36 months (about 3 years) in business in the current business. Residence or Business Premise must be owned						
15	Residence Set up	<ol style="list-style-type: none"> Residence or Business Premise must be owned. Most recent utility bill is collected to verify ownership / Alternatively Gram panchayat letter is used as ownership proof 						
16	Residence Stability	<ol style="list-style-type: none"> The applicant must be residing in the same property for at least 36 months (about 3 years). Stability to be verified and confirmed by the Branch at the time of visit with documents or reference checks. 						
17	Income proof	<table border="1"> <thead> <tr> <th>Category</th> <th>Income Documents</th> </tr> </thead> <tbody> <tr> <td>Non-Cattle (Manufacturing)</td> <td> <ol style="list-style-type: none"> Kuccha/Pukka Bills, Handwritten delivery challans Passbook / Bank Statement for last 6 months (Of Applicant or Co-Applicant). In case 6 months statement isn't available, then deviation approval as per approved level of authority is required. Purchase Bills/ Sales Bills Any other document to substantiate the income. <p>In case none of the above are available, turnover shall be verified based on PD and observations at the business premises by Branch Credit Team.</p> </td> </tr> <tr> <td>Livestock</td> <td> <ol style="list-style-type: none"> Milk register Statement (if available) Bank Statement (if available) <p>In case none of the above are available, turnover shall be verified based on PD and observations at the business premises by the Branch Credit Team.</p> </td> </tr> </tbody> </table>	Category	Income Documents	Non-Cattle (Manufacturing)	<ol style="list-style-type: none"> Kuccha/Pukka Bills, Handwritten delivery challans Passbook / Bank Statement for last 6 months (Of Applicant or Co-Applicant). In case 6 months statement isn't available, then deviation approval as per approved level of authority is required. Purchase Bills/ Sales Bills Any other document to substantiate the income. <p>In case none of the above are available, turnover shall be verified based on PD and observations at the business premises by Branch Credit Team.</p>	Livestock	<ol style="list-style-type: none"> Milk register Statement (if available) Bank Statement (if available) <p>In case none of the above are available, turnover shall be verified based on PD and observations at the business premises by the Branch Credit Team.</p>
		Category	Income Documents					
Non-Cattle (Manufacturing)	<ol style="list-style-type: none"> Kuccha/Pukka Bills, Handwritten delivery challans Passbook / Bank Statement for last 6 months (Of Applicant or Co-Applicant). In case 6 months statement isn't available, then deviation approval as per approved level of authority is required. Purchase Bills/ Sales Bills Any other document to substantiate the income. <p>In case none of the above are available, turnover shall be verified based on PD and observations at the business premises by Branch Credit Team.</p>							
Livestock	<ol style="list-style-type: none"> Milk register Statement (if available) Bank Statement (if available) <p>In case none of the above are available, turnover shall be verified based on PD and observations at the business premises by the Branch Credit Team.</p>							
18	Banking	<ol style="list-style-type: none"> Bank Statement of 6 months required. (Except for Cattle Segment, Other segments deviations as applicable) We also accept new banking accounts, in cases where the customer has no banking history. Loans will be disbursed only into applicant or co-applicant's bank account 						
19	Bureau check	1. Credit Bureau check is mandatory for Applicant, all Co-Applicant						
20	Personal Discussion & visit	<p>PD to be conducted by the sales officer at the residence or business/ employer premises of the Applicant & Co-Applicants</p> <p>During the visit, the Sales officer is required to click live pictures of the residence premises.</p> <p>A minimum of 3 business photographs should be uploaded/documentated during such visits.</p>						
21	Eligibility Calculation	<table border="1"> <tr> <td></td> <td>Norms</td> </tr> </table>		Norms				
	Norms							

		<p>Self Employed</p> <ol style="list-style-type: none"> Dairy income: Income is calculated based on Number of Lactating Cattle and Average yield/cattle. Threshold of IDIR, FOIR is set at 50% For Business income: Sales and purchase bills are obtained, and income is calculated as per margins. Income Assessment Can also be done based on BCO Observation and Visit of business premises. For cases where only Kaccha Bills/ Registers/ Handwritten Delivery Challans/ Notebooks/ Stock/ Inventory/ Sales are regularly maintained and available to be referred to arrive at monthly turnover. For cases where none of the above are available, Monthly turnover to be calculated based on discussion with the customer and observations at the business locations
		<ol style="list-style-type: none"> Income assessment to be conducted by Branch Credit Officer (BCO) / Assistant Branch Head /Branch Head Business expenses, personal expenses, and loan obligations (Basis Credit Bureau report and other if any confirmed by customer) to be deducted to arrive the disposable income. EMI should be less than disposable income. Additional Income is considered, provided there is proof of Income. Loan eligibility calculation/ income considerations shall be as per the details mentioned in the CAM.
22	Documents collected collateral as	<p>Refer attached excel</p> 
23	References	Two references are mandatory among the following 3 i.e., Personal, Neighbor, Buyer/Seller
24	Caution Profile*	<ol style="list-style-type: none"> Travels Operators Courier Companies / Transport Agents Travel Agent Cable Operators STD and PCO owners (Sole Activity) Seasonal business such as crackers
25	Exclusion Profiles	<ol style="list-style-type: none"> DSA/ Collection agency (Agents for Banks/MFI) Real Estate Agent Builder & Developer Gambling and gaming business Places of worship Amusement Parks STD Booths (standalone) Unlawful entertainment and recreation centers Production or activities involving harmful or exploitative forms of forced labour / activities involving child labour; Lawyers and law enforcement agencies (close relatives also) Local News Paper Local Finance Company

		<p>13. Production or trade in any product or activity deemed illegal.</p> <p>14. Production or trade in weapons and ammunitions</p> <p>15. Production or trade in alcoholic beverages</p> <p>16. Gambling, casinos, and equivalent enterprises.</p> <p>17. Trade in wildlife or wildlife products regulated under Convention on International Trade in Endangered, species of Wild Fauna and Flora</p> <p>18. Businesses involved in the production, processing, or distribution of illegal drugs.</p> <p>19. Pornography or the provision of products or services of a substantially similar nature.</p> <p>20. Production or activities that impinge on the lands owned, or claimed under adjudication, by indigenous peoples, without full documented consent of such people.</p> <p>21. Forced labor or child labor.</p> <p>22. Activities or materials deemed illegal under host country laws or regulations or international conventions and agreements, or subject to international phase-outs or bans, such as:</p> <p>23. Ozone depleting substances, PCB's (Polychlorinated Biphenyls) and other specific, hazardous pharmaceuticals, pesticides/herbicides, or chemicals.</p> <p>24. Wildlife or products regulated under the Convention on International Trade in Endangered Species or Wild Fauna and Flora (CITES); or</p> <p>25. Unsustainable fishing methods (e.g., blast fishing and drift net fishing in the marine environment using nets more than 2.5 km in length).</p> <p>26. Cross-border trade in waste and waste products, unless compliant with the Basel Convention and the underlying regulations.</p> <p>27. Destruction of High Conservation Value areas</p> <p>28. Radioactive material and unbounded asbestos fibers.</p> <p>29. Pornography and/or prostitution</p> <p>30. All Media including Racist and/or anti-democratic media.</p> <p>31. If any of the following products form a substantial part of a project's primary financed business activities: Alcoholic Beverages (including beer & wine), Liquor parlors and bars, Tobacco, Weapons and munitions, or Gambling, casinos, and equivalent enterprises.</p>
26	Disbursement	Disbursement amount to be directly credited to the account of the customer or to lending institution in case of Balance Transfer or through pay order after deducting the processing fee, insurance charges, Application Fee & other Charges (if any) Insurance Amount can be added to the loan amount by the branch basis request from the customer. For that, No separate approval from Credit / Sanctioning Authority is required.
27	Repayment Frequency & Mode	Frequency: Monthly. Mode: NACH, Cash, Cheque, UPI.
28	Repayment Date	5 th of every month
29	Pre-Sanction Documents	All KYC documents as per RBI, Income documents, Bank Statement etc.
30	Pre-Disbursement Document	<ol style="list-style-type: none"> 1. All Pre-Sanction documents. 2. Signed and accepted sanction letter. 3. Verification reports 4. PDC /NACH 5. Credit life insurance form

		6. Loan Agreements 7. LAF 8. Property Documents 9. Legal Report 10. Valuation Report 11. Mortgage Deed / Lien Marking Confirmation Loan disbursal kit should mandatorily be filled and signed by applicant and co-applicant at branch only.
31	Loan agreement stamping	Respective state grid to be followed. The cost to be borne by the customer in actuals
32	Upfront deductions	Processing charges / Insurance premium/Application Fee/Pre EMI/Login Fee
33	Credit Bureau Score – Minimum	Not - Applicable
34	Consideration/Waivers	1. Default, DPD on KCC /Gold/Mudra Loan are not considered as criteria for rejection.
35	RCU	1. Duly filled up loan application form, KYC of Applicants, Co- Applicants/, bank statement, income documents shall be required for initiating RCU 2. RCU Dept. shall conduct sample screening of customers.
36	Deviation Applicable	As per credit policy
37	Product Exposure and Tenor Cap / Any other Deviation	Any deviation w.r.t. Exposure / Tenor or any other parameter not specified explicitly in the policy document, must be approved by Chief Risk Officer.