

## Shorter Notice of the 8<sup>th</sup> Extra-Ordinary General Meeting

To  
The Shareholders and  
Board of Directors of Kaleidofin Capital Private Limited

**NOTICE IS HEREBY GIVEN THAT THE 8TH EXTRA ORDINARY GENERAL MEETING (“EGM”) OF THE MEMBERS OF KALEIDOFIN CAPITAL PRIVATE LIMITED (“THE COMPANY”) WILL BE HELD ON MONDAY, MAY 11, 2026 AT 05:30 PM (IST) AT THE REGISTERED OFFICE OF THE COMPANY SITUATED AT MODULE NO. A6-02, BLOCK A, 6TH FLOOR, PHASE 2, KANAGAM ROAD, IIT MADRAS, RESEARCH PARK, TARAMANI, CHENNAI – 600113 AT SHORTER NOTICE TO TRANSACT THE FOLLOWING BUSINESSES:**

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### **SPECIAL BUSINESSES:**

#### **ITEM NO. 1: TO REGULARIZE THE APPOINTMENT OF MR. THYAGARAJAN SUBRAMANIAN (DIN: 09371374) AS AN INDEPENDENT DIRECTOR OF THE COMPANY:**

*To consider and if thought fit, to pass with or without modification(s) the following resolution as an Ordinary Resolution:*

*“RESOLVED THAT pursuant to the provisions of Sections 149, 150 and 152 read with Schedule IV of the Companies Act, 2013, the rules made thereunder and other applicable provisions of the Act (including any statutory modification(s) or re-enactment(s) thereof for the time being in force) and the Articles of Association of the Company, the consent of the shareholders be and are hereby accorded to regularize the appointment of Mr. Thyagarajan Subramanian (DIN: 09371374), who was appointed as an Additional Director of the Company with effect from 1<sup>st</sup> August 2025, as an Independent Director of the Company for the first term of five (5) consecutive years commencing from 1<sup>st</sup> August 2025 to 31<sup>st</sup> July 2030, and he shall not be liable to retire by rotation.*

*RESOLVED FURTHER THAT the Board is hereby authorized to fix the sitting fees and other fees if any payable to Mr. Thyagarajan Subramanian, from time to time.*

*RESOLVED FURTHER THAT the Directors and Company Secretary of the Company be and are hereby severally authorized to file necessary e-forms with the Registrar of Companies, Chennai, in applicable e-Forms and to do all such acts, deed and things as may be necessary to give effect to the above resolution.”*

#### **ITEM NO. 2: TO APPROVE THE ISSUANCE OF UNSUBORDINATED, SECURED, RATED, UNLISTED, TRANSFERABLE, REDEEMABLE AND NON-CONVERTIBLE DEBENTURES AGGREGATING UPTO INR 50 (FIFTY) CRORES ON PRIVATE PLACEMENT BASIS TO WLB ASSET VIIB PTE. LTD**

To consider and if thought fit, to pass with or without modification(s), the following resolution as a **Special Resolution**:

**“RESOLVED THAT** pursuant to the provisions of Sections 42, 71 and 179 and other applicable provisions of the Companies Act, 2013 (**“Act”**) read with Rule 14 of the Companies (Prospectus and Allotment of Securities) Rules, 2014, Rule 18 of the Companies (Share Capital and Debentures) Rules, 2014 and all other applicable provisions, if any, of the Act (including any statutory modification/ amendments or re-enactments thereof), and in accordance with the Memorandum and Articles of Association of the Company, or other applicable laws and/ or any other concerned regulatory authority as may be necessary and all other appropriate statutory and governmental authorities and departments, if any, and subject to the necessary approval as may be required, consent of the members be and is hereby accorded to the Company and the Board (including its committees) to create, offer, issue and allot, in one or more tranches upto **50,000 (Fifty Thousand Only)** unsubordinated, secured, rated, unlisted, transferable, redeemable, and non-convertible debentures having face value of **Rs. 10,000/- (Rupees Ten Thousand only)** each aggregating upto **Rs. 50,00,00,000/- (Rupees Fifty Crores only)** (hereinafter referred to as the **“Debentures”**), for cash at par, in dematerialized form on a private placement basis (**“Issue”**) on such terms and conditions as set out in a debenture trust deed to be executed by the Company and Catalyst Trusteeship Limited (the **“Debenture Trustee”** and such deed being the **“Debenture Trust Deed”**) and such other debenture documents as may be entered into in relation to or pursuant to the Issue (collectively with the Debenture Trust Deed, the **“Debenture Documents”**) to **WLB ASSET VIIB PTE. LTD** (**“Debenture Holder”**).

**RESOLVED FURTHER THAT** pursuant to Section 42(2) of the Companies Act, 2013, the Company hereby identifies **WLB ASSET VIIB PTE. LTD.** (**“Identified Person”** / **“Investor”**), as an identified person to whom the Company can make the private placement of the Debentures.

**RESOLVED FURTHER THAT** the drafts of (i) the serially numbered private placement offer cum application letter (in Form PAS-4) containing the terms and conditions for inviting the identified person to subscribe to the Debentures on private placement basis; and (ii) record of private placement offers (in Form PAS-5); as placed before the meeting be and are hereby approved and Mr. Puneet Gupta, Managing Director (DIN 01957588), Ms. Sucharita Mukherjee, Director (DIN: 02569078), Mr. Vipul Sekhsaria, Whole-time Director (DIN: 09771161), Ms. Sindhuja A M, Company Secretary (Membership No. ACS 34052), Mr. Chetan Rao, Senior Vice President – Treasury and Mr. Parthasarathy S, Senior Vice President - Finance (**“Authorised Persons”**) of the Company be and are hereby severally authorised to make necessary changes, finalize, verify, sign, authenticate and / or deliver the private placement offer cum application letter to the identified person, in accordance with the provisions of the Act.

**RESOLVED FURTHER THAT** the Company be and is hereby authorised to appoint **Catalyst Trusteeship Limited** as the debenture trustee (acting in trust for, on behalf of and for the benefit of the holders of the Debentures) for the issue of the Debentures (**“Debenture Trustee”**) under the

terms as further set out in the debenture trustee appointment agreement to be entered between the Company and the Debenture Trustee (“**Debenture Trustee Appointment Agreement**”) and the Authorized Persons be and are hereby severally authorised to take all necessary steps to appoint the Debenture Trustee, fix their remuneration and do all such act and deeds as may be required to in connection.

**RESOLVED FURTHER THAT** the members hereby approve that the amounts to be raised pursuant to the issue of the Debentures together with all coupon / interest and other charges payable in relation to the Debentures thereon are to be secured by way of, inter alia:

- (a) a first ranking, exclusive and continuing charge by way of hypothecation over certain identified receivables/book debts of the Company, both present and future, the details of which shall be more particularly set out under the deed of hypothecation to be executed by the Company in favour of the Debenture Trustee (the “**Deed of Hypothecation**”) with a security cover of 1.1x (110%) times of the value of the aggregate principal amount outstanding together with the coupon accrued thereon on all the Debentures or such other security cover as may be agreed between the parties from time to time;
- (b) an unconditional and irrevocable corporate guarantee issued and/or to be issued by the Kaleidofin Private Limited (the “**Guarantor**”), under the terms of the deed of guarantee to be executed by the Guarantor in favour of the Debenture Trustee (the “**Deed of Guarantee**”), inter alia guaranteeing the obligations of the Company in relation to the Debentures; and
- (c) such other security interest and contractual comforts as may be required by the Debenture Holders and/or agreed with the Debenture Trustee in relation to the Debentures.

((a), (b) and (c) shall hereinafter collectively referred to herein as the “**Security**”).

**RESOLVED FURTHER THAT**, any of the Authorized Persons be and are hereby severally authorized for and on behalf of the Company to do such acts, deeds and things as such Authorized Signatories in their absolute discretion may deem necessary or desirable in connection with the Issue, offer and allotment of the Debentures and the creation and perfection of the Security and execute or ratify all such resolutions or documents whatsoever and accept any alterations or modification(s), as they may deem fit and proper, without requiring any further approval of the Board and give such directions as may be necessary to settle any question or difficulty that may arise in regard to issue and allotment of the Debentures, including:

- (a) deciding on the quantum, pricing, timing and terms of the Debentures, and the persons to whom the Debentures are to be issued on a private placement basis and all other related matters, including to create and procure the creation of appropriate Security and provide or procure the provision of the necessary credit support to secure the redemption of the said Debentures, including as set out above;

- (b) *determining the date of opening and closing of the issue of the Debentures and the period for which the aforesaid issue will remain open;*
- (c) *to negotiate, finalise and execute or ratify, on behalf of the Company, the Debenture Trustee Appointment Agreement for the appointment of the Debenture Trustee and the Debenture Trust Deed setting out inter alia the terms upon which the Debentures are being / to be issued and to do all such acts, deeds and things as may be necessary or expedient to implement this resolution and to do and execute all acts and deeds as may be required by the Debenture Trustee in connection with the aforesaid;*
- (d) *to negotiate, finalise and execute or ratify on behalf of the Company, the necessary security documents in favour of **Debenture Trustee** including in particular the Deed of Hypothecation and the Deed of Guarantee, and also to approve, finalise and execute or cause to be executed or ratify on behalf of the Company all other deeds, documents, undertakings, mandates, agreements, assignments, guarantees, pledge, hypothecation deeds, powers of attorney, promissory notes and instruments and writings in favour of **Debenture Trustee** in connection with the Debentures and the Security as may be required under the Debenture Trust Deed;*
- (e) *to negotiate, finalise and execute or ratify amendments to such executed documents and other documents as and when they become necessary and to sign letters of undertaking, declarations, agreements and other papers which may be required;*
- (f) *to appoint **Cameo Corporate Services Limited** as the registrar and transfer agent for the issuance and allotment of the Debentures;*
- (g) *to do all such acts, deeds, things and execute or ratify all such documents whatsoever as may be required in connection with the issue of the Debentures including without limitation the opening of bank accounts, opening of demat accounts, appointment of legal counsel, the sole arranger and other advisors as may be required and making payment of their fees;*
- (h) *make the necessary applications for creation of International Securities Identification Number (“ISIN”) with any depository, and such other applications to all such authorities as may be necessary from time to time for the purpose of issuance of the aforesaid Debentures;*
- (i) *making all filings in relation to the Debentures, including filing of Form CHG-9, Form PAS-3, Form PAS-5 with the relevant Registrar of Companies and all necessary filings with CERSAI, as applicable, in relation to the Security to be created, and with other relevant authorities;*
- (j) *to take all necessary steps relating to the creation, perfection and registration of the Security including but not limited to sign and submit the necessary forms with the relevant registrar of companies, Central Registry of Securitisation Asset Reconstruction and Security Interest of India (“CERSAI”), the Ministry of Corporate Affairs, the jurisdictional sub-registrar of assurances, NSDL, Information Utility and other relevant governmental authorities as*

*required and as required in accordance with the terms of the transaction documents in relation to the issue, offer and allotment of the Debentures;*

- (k) 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 to be executed in relation to the Debentures;*
- (l) to negotiate, execute, file and deliver 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 including but not limited to the Reserve Bank of India (RBI), the jurisdictional registrar of companies, the CERSAI, the Ministry of Corporate Affairs, the Information Utility or any depository, and such other authorities as may be applicable and / or required;*
- (m) paying stamp duty and procuring stamp papers in relation to the Debenture Documents and do all such acts, matters, deeds and things and to execute all documents, file forms with, make applications to, receive approvals from, any persons, authorized dealers, governmental regulatory authorities, including but not limited to the Registrar of Companies and the Income Tax authorities;*
- (n) seeking, if required, any approval, consent or waiver from the Company's existing lenders shareholders and/or third parties with whom the Company has entered into various commercial and other agreements, and/or any/all concerned government and regulatory authorities in India, and/or any other approvals, consent or waivers that may be required in connection with the Issue, offer and allotment of the Debentures and creation of security;*
- (o) entering into arrangements, if any, with any depositories in connection with issue of the Debentures in dematerialized form;*
- (p) authorizing the maintenance of a register of holders of the Debentures, if required;*
- (q) signing and/or dispatching all documents and notices to be signed and/or dispatched by the Company under or in connection with the Debenture Documents;*
- (r) identifying and record the names and addresses of the Debenture Holders to whom the private placement offer letter and application is proposed to be issued in accordance with Section 42 of the Act and the Companies (Prospectus and Allotment of Securities) Rules, 2014;*
- (s) amending, novating, supplementing, extending, restating or making any other modification to the Debenture Documents as may be required, from time to time, in relation to or in connection with or pursuant to the Debenture Documents or to give effect to any transactions contemplated in the Debenture Documents;*

- (t) *taking all steps and do all things and give such directions, as may be required, necessary, expedient or desirable for giving effect to the Debenture Documents, the transactions contemplated therein and the resolutions mentioned herein;*
- (u) *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 (a) to (t) above, and to give such directions as it deems fit or as may be necessary or desirable with regard to the issue, offer and allotment of the Debentures; and*
- (v) *to do all such acts, deeds and things as it may deem necessary or desirable in connection with the issue, offer and allotment of the Debentures.*

**RESOLVED FURTHER THAT** *any of the Authorised Persons of the Company, be and are hereby severally authorised to appoint **Cameo Corporate Services Limited** as the registrar and transfer agent for the issue of the Debentures.*

**RESOLVED FURTHER THAT** *the approval of the members be and is hereby accorded to the Company for entering into, signing and executing the following documents in relation to the Debentures and creation of the Security and for the transactions contemplated therein:*

- (i) *the Debenture Trustee Appointment Agreement in relation to appointment of the Debenture Trustee;*
- (ii) *the Debenture Trust Deed;*
- (iii) *the Deed of Hypothecation and the power of attorney (duly notarised) thereunder;*
- (iv) *the Deed of Guarantee;*
- (v) *the private placement offer letter in relation to the proposed Issue;*
- (vi) *notices or forms in relation to any of the above agreements or the proposed transactions thereunder;*
- (vii) *such other documents, deeds, notices, letters, agreements, powers of attorney, declarations, memorandums, indentures, indemnities (including without limitation in respect of stamp duty), any term sheet, disclosure letter, undertakings, instruments and forms as may be required in relation to or in connection with the Issue or for creation of any security interest or pursuant to any other purpose mentioned in these resolutions or to give effect to any transactions contemplated in such documents or the Debenture Trust Deed for the benefit of the Debenture Holders in accordance with the satisfaction of the Debenture Trustee; and (if applicable)*

- (viii) any amendments, supplements, restatements, modifications, letter(s), confirmation(s) or undertaking(s) in relation to the aforesaid documents; (if applicable)

(the documents in (i) to (viii) above are collectively referred to as the “**Debenture Documents**”))

**RESOLVED FURTHER THAT** the Company be and is hereby authorised to get itself and the Debentures admitted to the National Securities Depository Limited and to execute or ratify the necessary or requisite agreement(s) with the depository and the registrar and transfer agent and any other agreements, undertakings or other writings required for the issue of the Debentures in the dematerialised form and the Authorised Persons, be and are hereby severally authorized to negotiate, finalise and execute or ratify the same.

**RESOLVED FURTHER THAT** the Authorised Persons be and are hereby authorised to do or authorise any other Director or committee of Directors to do all such acts, deeds and things and execute or ratify all such resolutions or documents whatsoever as may be required in connection with the issue, offer and allotment of the Debentures.

**RESOLVED FURTHER THAT** the power and authority to implement the issuance and manage the day-to-day execution be and is hereby delegated to the Investment and Borrowing Committee (“**IBC**”) of the Company. The IBC is hereby authorized to:

1. Finalize the specific terms, coupon rate, and maturity schedule of the NCDs.
2. Sign, execute, and deliver the Debenture Trust Deed, Offer Letter, and other transactional documents.
3. Create charges on the assets of the Company and facilitate the filing of Form CHG-1 with the Registrar of Companies.
4. Allot the Debentures and file Form PAS-3 with the Registrar of Companies within the statutory timelines.
5. Take all such actions as may be necessary or incidental to give effect to this resolution.

**RESOLVED FURTHER THAT** the members hereby approve and ratify all such acts, deeds and actions taken by the Company till date for the purpose of the issue, offer and allotment of the Debentures.

**RESOLVED FURTHER THAT** the aforesaid resolutions shall come into effect immediately and the approval of the members be and is hereby accorded to the Directors and/or the company secretary to furnish a certified true copy of the above resolutions to any persons concerned for their information and records.

**RESOLVED FURTHER THAT** the aforesaid resolutions shall continue to be in force till the redemption of the Debentures or the termination of all agreement(s) and the payment of all monies due to the holders of the Debentures under the said agreement(s) concluded pursuant to the Issue and placement of the Debentures, and that the Board shall not take any action or pass any resolution to invalidate/ rescind these resolutions and any such action taken or resolution passed shall be invalid and ineffective.”

By the order of the Board  
For KALEIDOFIN CAPITAL PRIVATE LIMITED



**Sindhuja A M**  
**Company Secretary**  
**ACS 34052**

**Place: Chennai**

**Date: 11-May-2026**

**NOTES:**

1. **A MEMBER ENTITLED TO ATTEND AND VOTE AT THE MEETING IS ENTITLED TO APPOINT ANOTHER PERSON AS A PROXY TO ATTEND AND VOTE AT THE MEETING ON HIS BEHALF AND SUCH PROXY NEED NOT BE A MEMBER OF THE COMPANY. PROXIES IN ORDER TO BE EFFECTIVE MUST BE DEPOSITED AT THE REGISTERED OFFICE OF THE COMPANY NOT LESS THAN 48 HOURS BEFORE THE TIME OF THE MEETING. HOWEVER, THE COMPANY HAS ONLY 2 (TWO) MEMBERS AND HENCE TO FORM A VALID QUORUM, PROXY CAN'T BE APPOINTED.**
2. The EGM is being convened at shorter notice in compliance with the applicable provisions of the Companies Act, 2013 and in accordance with the Articles of Association of the Company.
3. Corporate Members intending to send their authorized representative(s) to attend the Extra Ordinary General Meeting are requested to forward a certified copy of Board Resolution authorizing their representative or a letter on their letter head giving details of the authorized person to attend and vote at the Extra Ordinary General Meeting either to the Company in advance or submit the same at the venue of the General Meeting.
4. The relevant Statement made pursuant to Section 102 (1) of the Companies Act, 2013 in respect of Special Business to be transacted at the Extra Ordinary General Meeting, set out in the Notice, is enclosed hereto and forms part of the Notice.
5. Members / Authorised Representatives attending the Meeting should bring the Attendance Slip, duly filled, for handing over at the venue of the meeting, as applicable.
6. All documents referred to in this Notice and Explanatory Statement annexed hereto are available for inspection of the members of the Company at the registered office of the Company.
7. Pursuant to the provisions of Section 107 of the Companies Act, 2013 and the Secretarial Standards on General Meetings (SS-2) issued by the Institute of Company Secretaries of India ("ICSI"), the Company is providing voting by show of hands facility to its members in respect of the business to be transacted at the General Meeting.
8. Route map of the venue is enclosed.
9. The address of Registrars and Transfer Agents of the Company is as follows:

**Cameo Corporate Services Limited**

Subramanian Building, 1, Club House Rd,

Near Spencers Signal on, Anna Salai, Royapettah, Chennai, Tamil Nadu 600002

Ph: 044 4002 0700 Email: [cameo@cameoindia.com](mailto:cameo@cameoindia.com)

**kaleidofin capital private limited**

**EXPLANATORY STATEMENT PURSUANT TO SECTION 102 OF THE COMPANIES ACT, 2013**

**ITEM NO. 1: TO REGULARIZE THE APPOINTMENT OF MR. THYAGARAJAN SUBRAMANIAN (DIN: 09371374) AS AN INDEPENDENT DIRECTOR OF THE COMPANY:**

The Board of Directors of the Company, by way of a Circular Resolution passed on 1<sup>st</sup> August 2025, appointed Mr. Thyagarajan Subramanian (DIN: 09371374) as an Additional Director (Independent) pursuant to the provisions of Section 149 read with Schedule IV and Section 161 of the Companies Act, 2013, and the rules made thereunder. In terms of Section 161 of the Act, Mr. Thyagarajan Subramanian holds office as an Additional Director up to the date of the ensuing Extraordinary General Meeting.

The Board is of the view that the association of Mr. Thyagarajan Subramanian, considering his expertise in banking regulations along with his extensive experience as an RBI nominee director and policy strategist, will bring valuable perspectives to the Company and contribute meaningfully to the deliberations of the Board. In the opinion of the Board, Mr. Thyagarajan Subramanian fulfils the conditions specified in the Companies Act, 2013 and the rules framed thereunder for appointment as an Independent Director and is Independent of the management.

Except Mr. Thyagarajan Subramanian, none of the Directors, Key Managerial Personnel of the Company, or their respective relatives are in any way concerned or interested, financially or otherwise, in the proposed resolution, except to the extent of their shareholding, if any, in the Company.

The Board of Directors at their meeting held on 11-May-2026 has recommended that the resolution set out at Item No. 1 of the Notice to be passed an Ordinary Resolution by its members.

Pursuant to Clause 1.2.5 of the Secretarial Standard on General Meetings (SS-2) issued by the Institute of Company Secretaries of India, the requisite information relating to the Director proposed to be appointed is provided in the table below:

<b>S. No.</b>	<b>Particulars</b>	<b>Details of Mr. Thyagarajan Subramanian (DIN: 09371374)</b>
1.	Date of Birth	03- April-1955
2.	Age	71 years
3.	Date of first appointment on the Board	1 <sup>st</sup> August, 2025
4.	Expertise in specific functional area	<b>Area of Specialization:</b> Rural Banking, Rural Finance and Development, Financial Inclusion and Literacy, Microfinance, Regulation and Supervision of Banks, and Customer Service and Protection.

5.	Experience	39+ years of experience in the field of Regulation & Supervision of Financial Institutions.
6.	Brief resume	<p><b>May 1976- April 2015 (39 Years): Reserve Bank of India</b> Retired as General Manager, RBI, Chennai in April 2015</p> <p><b>December 2015 – March 2023: Advisor, Samunnati Finance and Intermediary P Ltd., Chennai</b></p> <p><b>July 2022 – Till Date: Independent Director, Samunnati Finance Private Company Ltd., Chennai</b></p> <p><b>Working Experience in:</b> Regulation and Supervision of Commercial Banks, RRBs and Cooperative Banks. Over 13 years of continuous engagement in rural development and rural finance area in the Reserve Bank</p> <p><b>RBI Nominee Director in two Regional Rural Banks, Tripura Gramin Bank, Tripura and Pandian Grama Bank, TN for over five years.</b></p> <p><b>In Samunnati, advisory role in policy and advocacy, research, training, compliance, and networking</b></p> <p>Conferred the “Outstanding Performer” Award by the Reserve Bank for the years 2010 (at Pune) and 2015 (at Chennai).</p>
7.	Qualification	<p>B. Sc. Mathematics: – Madras University</p> <p>MBA: Bharathidasan University</p> <p>CAIIB: Indian Institute of Bank and Finance</p> <p>Cert in MF: Indian Institute of Bank and Finance</p>
8.	Terms and conditions of appointment	Non-Executive and Independent Director
9.	Remuneration Last Drawn	None other than the sitting fees as approved by the Board.
10.	Remuneration proposed to be paid	The Independent Director shall not be entitled to any remuneration from the Company other than sitting fees of INR 1,00,000 (Rupees One Lakh only) per meeting of the Board, subject to an overall ceiling of INR 3,00,000 (Rupees Three Lakhs only) per annum paid on a quarterly basis, in proportion to the number of meetings attended during the respective quarter. The above-mentioned

		sitting fees may be revised by the Board as it deems fit from time to time, by a resolution passed at its meeting.
11.	No. of Board Meeting attended	2 (two) Since the date of appointment on the Board till 31-Mar-2026, there were two meetings of the Board held on 06-Nov-2025 and 18-Feb-2026 & he attended both .
12.	(i) List of other Directorships held	1) Director of Samunnati Finance Private Limited 2) Director of Moopay Private Limited
	(ii) List of Membership / Chairmanship of Committees of other Boards	NIL
13.	Number of Shares held in the Company	Nil
14.	Relationship with other Directors, Manager and other Key Managerial Personnel of the company	Not related

**ITEM NO. 2: TO APPROVE THE ISSUANCE OF UNSUBORDINATED, SECURED, RATED, UNLISTED, TRANSFERABLE, REDEEMABLE AND NON-CONVERTIBLE DEBENTURES AGGREGATING UPTO INR 50 (FIFTY) CRORES ON PRIVATE PLACEMENT BASIS**

The Company proposes to raise funds by issuing up to **50,000** Unsubordinated, Secured, Rated, Unlisted, Transferable, Redeemable And Non-Convertible Debentures of ₹10,000/- each, aggregating up to ₹50 Crores, on a private placement basis to **WLB ASSET VIIB PTE. LTD.**

As per the provisions of Sections 42, 71, and 179 of the Companies Act, 2013 and the rules made thereunder, the approval of the members is required for making such private placement of debentures and for authorizing the Board to take necessary actions in this regard.

The Debentures will be secured by:

- A charge over certain identified receivables of the Company,
- A corporate guarantee from Kaleidofin Private Limited,
- And any other security as may be required.

The Company also proposes to appoint Catalyst Trusteeship Limited as the Debenture Trustee and Cameo Corporate Services Limited as the Registrar and Transfer Agent. The Debentures will be issued in dematerialised form.

The proposed issuance of **Series X NCD** requires the approval of the Members in the General Meeting by way of Special Resolution. The Board accordingly recommends the resolution set out in Item No. 2 of the notice for kind approval of the members.

None of the Directors, Key Managerial Personnel of the Company and their relatives are, in any way, concerned or interested, financially or otherwise, in the Resolution set out in Item No. 2 of the Notice expect to the extent of their shareholding.

**Pursuant to Rule 14 of the Companies (Prospectus and Allotment of Securities Rules) 2014 the necessary disclosures are made hereunder:**

S. No	Subject	Particulars
1	Particulars of the offer including date of passing of Board resolution	<p>The Series <b>X</b> NCD will have the terms as set out in <b><u>Annexure-A hereto.</u></b></p> <p>Date of passing of Board Resolution –</p> <p>(i) Resolution passed by the Investment and Borrowing Committee of the Board of the Issuer under Section 179 of the Companies Act, 2013 on 08-May-2026.</p> <p>(ii) Resolution passed by the Board of the Issuer under Section 179 of the Companies Act, 2013 on 11-May-2026.</p>
2	Kinds of securities offered and the price at which security is being offered:	<b>50,000 (Fifty Thousand Only)</b> Unsubordinated, Secured, Rated, Unlisted, Transferable, Redeemable and Non-Convertible Debentures having face value of <b>Rs. 10,000/- (Rupees Ten Thousand only)</b>
3	Basis or justification for the price (including premium, if any) at which the offer or invitation is being made;	<p><b><u>Series X NCD:</u></b> INR 10,000 (Indian Rupees Ten Thousand only) per Debenture issued at par;</p> <p>Premium is Nil</p>
4	Name and address of valuer who performed valuation;	Not applicable for issue of NCD's
5	Amount which the company intends to raise by way of such securities;	Upto Rs. 50,00,00,000/- (Rupees Fifty Crores Only)

6	<p>(a) material terms of raising such securities –</p> <p>(b) proposed time schedule –</p> <p>(c) purposes or objects of offer –</p> <p>(d) contribution being made by the promoters or directors either as part of the offer or separately in furtherance of objects –</p> <p>(e) principle terms of assets charged as securities -</p>	<p>(a) The material terms of issuance of Series X NCDs are as set forth in <b>Annexure-A</b>.</p> <p>(b) The proposed time for which the private placement offer letter cum application form shall be valid is 15 days (Fifteen days) from the date of circulation of the private placement offer letters cum application form. This offer may be issued in one or more tranches. The Offer closes on expiry of 15 days or soon after receipt of entire offer issue amount.</p> <p>Senior debt to be on-lent to clients in the form of microfinance and micro, small and medium enterprise (MSME) lending.</p> <p>None of the promoters, directors or key managerial personnel is being offered any securities and nor are any of them subscribing to any of the offered securities.</p> <p>The amounts outstanding under the NCDs shall be secured on a first-ranking, exclusive, and continuing charge basis by way of hypothecation in favor of the Debenture Trustee over identified loan receivables of the Issuer that fulfil the eligibility criteria (as set out in the debenture trust deed) with the prescribed security cover of 1.10 (One decimal point one zero) time or 110.0% (One hundred and ten percent) of the aggregate amount of outstanding in relation to the NCDs (this includes outstanding principal amount, interest, costs, charges, expenses and any other amount due and payable in relation to NCDs on or prior to the Deemed Date of Allotment).</p>
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**By the order of the Board  
For KALEIDOFIN CAPITAL PRIVATE LIMITED**



**Sindhuja A M  
Company Secretary  
ACS 34052**

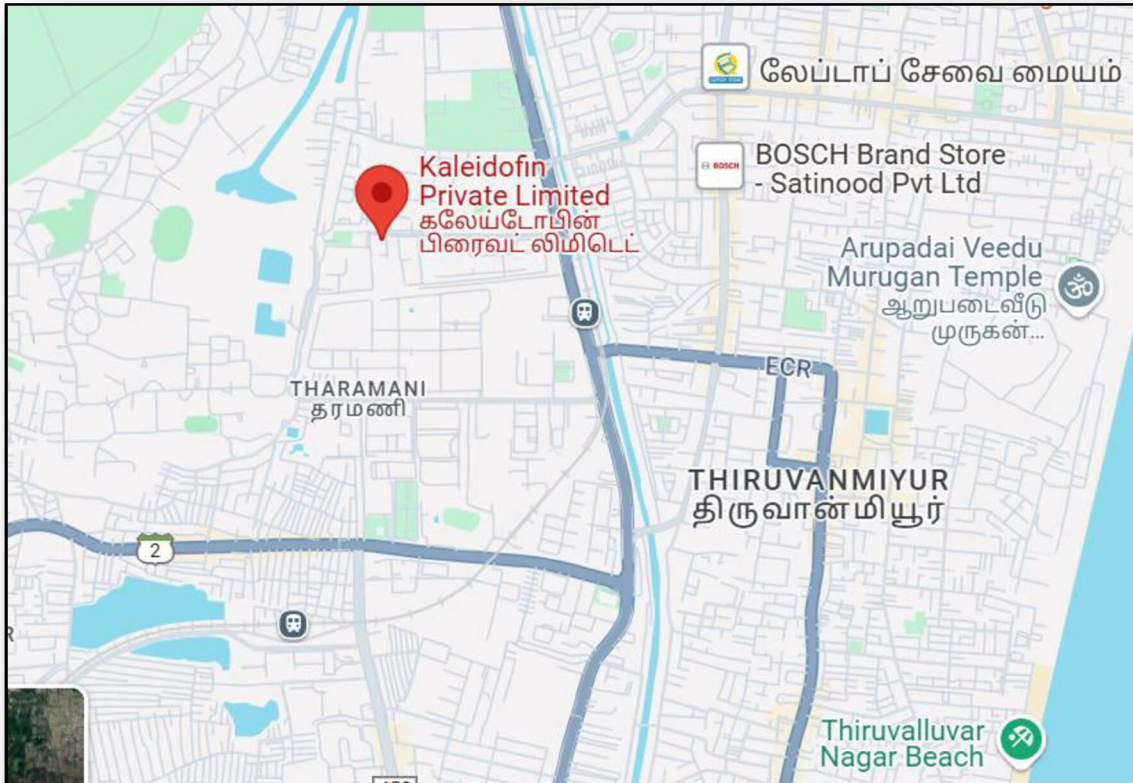
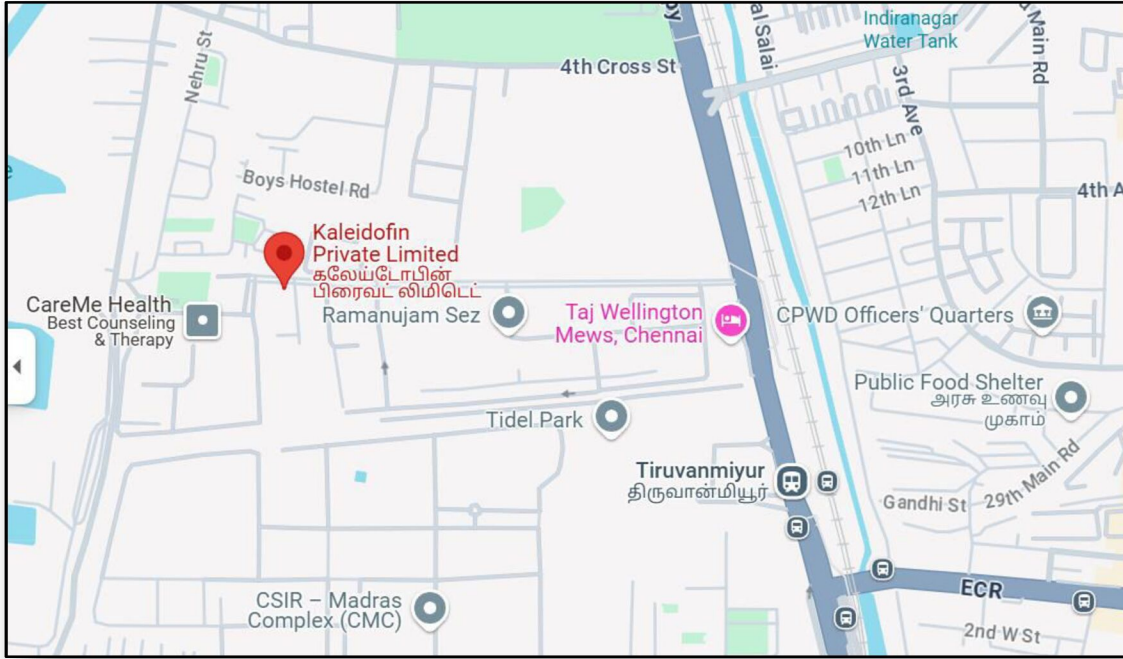
**Place: Chennai  
Date: 11-May-2026**

**ANNEXURE-A**  
**Indicative Term Sheet of Series X NCD issue**

Particulars	Debentures
<b>Issuer</b>	Kaleidofin Capital Private Limited.
<b>Debenture Holders</b>	WLB ASSET VIIB PTE. LTD and its successors and assigns from time to time.
<b>Type of Instrument</b>	Unsubordinated Unlisted Secured Rated Transferable Redeemable Non-Convertible Debentures
<b>Issue Size / Debentures</b>	Issue of up to of 50,000 (Fifty Thousand Only) Unsubordinated, Unlisted, Secured, Rated, Transferable, Redeemable and Non-Convertible Debentures denominated in Indian Rupees ("INR"), having a face value of INR 10,000/- (Ten Thousand Rupees only) each and an aggregate face value of INR 50,00,00,000 (Indian Rupees Fifty Crores Only).
<b>Final Redemption Date</b>	April 26, 2030 ( <i>Subject to Change</i> )
<b>Call Option Date</b>	Not applicable
<b>Put Option Date</b>	Not applicable
<b>Coupon Rate</b>	12.6% (Twelve Decimal Point Seven Five Percent) per annum, payable Quarterly, net of withholding taxes, in accordance with the terms of the Debenture Trust Deed.
<b>Coupon Payment Frequency</b>	Quarterly, in accordance with the terms of the Debenture Trust Deed.
<b>Coupon Basis</b>	Fixed Rate
<b>Face Value (in Rs.) per Debenture</b>	Rs. 10,000 (Rs. Ten Thousand Rupees Only)
<b>Tenor of the Instrument</b>	48 (Forty-Eight) months from the Allotment Date.
<b>Mode of Issue</b>	Private Placement (non-EBP)
<b>Security</b>	<p>The security to be provided by the Company as security for the discharge of the Secured Obligations, shall consist of <i>inter alia</i>:</p> <p>(i) The amounts outstanding under the NCDs shall be secured on a first ranking, exclusive, floating and continuing charge basis by way of hypothecation in favor of the Debenture Trustee over identified loan receivables of the Issuer that fulfil the eligibility criteria along with the prescribed Security Cover as set out in the transaction documents on or prior to the Deemed Date of Allotment.</p> <p>(ii) The Issuer shall execute a power of attorney ("PoA") in favor of the Debenture Trustee with respect to the Hypothecated Assets. The PoA shall authorize the Debenture Trustee, as the attorney-in-fact of the Issuer, to take all necessary actions and exercise all rights relating to the</p>

	<p>Hypothecated Assets upon the occurrence of an Event of Default. This includes, but is not limited to, the authority to manage, transfer, dispose of, or otherwise deal with the Hypothecated Assets in accordance with the terms of the Debenture Documents and the applicable law.</p> <p>(iii) Kaleidofin Private Limited to issue an unconditional and irrevocable corporate guarantee, guaranteeing, the full and timely performance and discharge of all payment obligations of the Issuer in relation to the NCDs under the Debenture Documents, including without limitation, repayment of principal, payment of interest, and any other amounts due and payable in relation to the NCDs.</p>
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**ROUTE MAP**



**Landmark:** Near NIFT Students Multi Activity Centre and Hostel Block, Taramani

**kaleidofin** capital private limited

**ATTENDANCE SLIP**

DP ID.	
CLIENT ID	

FOLIO NO.	
NO. OF SHARES	

**Name & Address of Shareholder / ~~Proxy holder~~ / Authorised Representative**

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I certify that I am a registered Shareholder / ~~Proxy~~ / Authorised Representative for the registered Shareholder of the Company. I hereby record my presence at the 8th (Eighth) Extra Ordinary General Meeting on Monday, May 11, 2026, at 05:00 PM (IST).

**Member's / ~~Proxy's~~ / Authorised Representative Signature**

**(Please fill and bring this slip and handover at the entrance of the venue of the general meeting (i.e) at the registered office of the Company on the date of meeting)**