

PROSPERA HEALTHCORP PRIVATE LIMITED
Registered Office: PNo.13,Thiru.Vee.Ka.Nagar, Grace Garden,
Vannara Pattai, Puthur, Tiruchirappalli- 620017
Phone: +91- 9677120839, **E-Mail:** prospera@kauveryhospital.com
CIN: U70200TN2026PTC190163

Date: August 3, 2026

Ref No.: 2026-27/002

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CIN: U70200TN2026PTC190163

A private limited company incorporated on 26th February, 2026 at ROC Chennai under the Companies Act, 2013. The Company has corporate identity number: U70200TN2026PTC190163 and PAN AAQCP7692C, with its registered office and corporate office at PNo.13,Thiru.Vee.Ka.Nagar, Grace Garden, Vannara Pattai, Puthur, Tiruchirappalli, - 620017 and Tel. No.: +91- 9677120839; Website <https://prosperahealthcorp.com/>; Email Address: prospera@kauveryhospital.com; Registration/ Identification number issued by any regulatory authority which regulates the Company: Corporate Identification Number: U70200TN2026PTC190163

ISSUE OF UP TO 33,500 (THIRTY THREE THOUSAND FIVE HUNDRED) LISTED, RATED, SECURED, REDEEMABLE, TRANSFERABLE, INTEREST-BEARING AND NON-CONVERTIBLE DEBENTURES OF FACE VALUE OF INR 1,00,000/- (INDIAN RUPEES ONE LAKH ONLY) EACH (THE "DEBENTURES" OR "SECURITIES") AGGREGATING UP TO INR 335,00,00,000/- (INDIAN RUPEES THREE HUNDRED AND THIRTY FIVE CRORES ONLY) ON A PRIVATE PLACEMENT BASIS (THE "ISSUE"), BY PROSPERA HEALTHCORP PRIVATE LIMITED (THE "COMPANY" / "ISSUER")

Key Information Document dated August 3, 2026

Prospera Healthcorp Private Limited (the "**Issuer**" or "**Company**") proposes to issue 33,500 (Thirty Three Thousand Five Hundred) INR denominated listed, rated, secured, redeemable, transferable, interest-bearing, INR-denominated non-convertible debentures of face value of INR 1,00,000/- (Indian Rupees One Lakh only) each, for an amount aggregating up to INR 335,00,00,000/- (Indian Rupees Three Hundred and Thirty Five Crores only) (the "**Debentures**" or "**Securities**") under this Key Information Document, on a private placement basis, to be listed on the wholesale debt market ("**WDM**") segment of the BSE Limited ("**Stock Exchange**" or "**BSE**"). The Issuer has obtained an 'in-principle' approval from the Stock Exchange for listing of the Debentures vide letter dated July 21, 2026, which is set out as Annexure 11 (In-Principle Listing Approval). This disclosure document dated August 3, 2026 (the "**Key Information Document**") is issued pursuant to the general information document dated July 13, 2026 ("**General Information Document**"), and is being issued in accordance with the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 and the SEBI Master Circular for issue and listing of Non-convertible Securities, Securitised Debt Instruments, Security Receipts, Municipal Debt Securities and Commercial Paper dated October 15, 2025, each as amended, in relation to the issue of the Debentures, on a private placement basis by the Company.

BACKGROUND

This Key Information Document is related to issue of the Debentures to be issued on a private placement basis by the Issuer, in accordance with the terms and pursuant to the General Information Document. This Key Information Document does not constitute an offer to the public generally to

subscribe for or otherwise acquire the Debentures to be issued by the Issuer. All terms, conditions, risk factors, information, and disclosures stipulated and contained in the General Information Document are deemed to be incorporated in this Key Information Document by reference, and references to “General Information Document” shall be construed to mean references to this Key Information Document, unless the context requires otherwise.

The Issue has been authorised by the Company through a resolution passed by the Board of Directors of the Company on 02nd July 2026 and through a resolution passed by the shareholders of the Company through Extra Ordinary General Meeting held on 02nd July 2026 under sections 42 and 71 of the Companies Act, 2013. It is hereby clarified that Section 26 of the Companies Act, 2013 is not applicable to the Issue, and therefore no additional disclosures have been made in relation to Section 26 of the Companies Act, 2013 under this Key Information Document. Given that the Securities proposed to be issued by way of this Key Information Document and the General Information Document shall be on a private placement basis, there shall be no requirement of filing the Key Information Document and the General Information Document with the RoC pursuant to Section 26(4) of the Companies Act, 2013.

This Key Information Document does 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 Key Information Document and has not withdrawn such consent before the delivery of a copy of the issue document to the Registrar (as applicable) for registration.

This Key Information Document is being uploaded on the electronic book platform of BSE, and an offer will be made by issue of the General Information Document and this Key Information Document after completion of the bidding process on issue/bid closing date, to successful bidder in accordance with the provisions of the Companies Act and related rules.

Note: This Key Information Document prepared under the Companies Act, the Companies (Prospectus and Allotment of Securities) Rules, 2014, the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, as amended from time to time, for private placement of the non-convertible debentures is neither a prospectus nor a statement in lieu of prospectus and does not constitute an offer to the public generally to subscribe for or otherwise acquire the Debentures to be issued by the Issuer. This is only an information brochure intended for private use.

Key officers of the Company

Designation	Name	Telephone No.	Email Address
Director	Dr S Chandrakumar	+91-9600292627	drchandrakumar@kauveryhealthcare.com
Director	Dr S Aravindan	+91-9600292627	draravindan@kauveryhealthcare.com
Compliance Officer	Ms. Varshini R	+91-9677120839	varshiniravichandran@kauveryhospital.com

Promoters of the Company

Name	Telephone No.	Email Address
Dr S Chandrakumar	+91-9600292627	drchandrakumar@kauveryhealthcare.com
Dr S Manivannan	+91-9600292627	mdoffice@kauveryhospital.com
Dr D Senguttuvan	+91-9600292627	drsenguttuvan@kauveryhealthcare.com
Dr S Aravindan	+91-9600292627	draravindan@kauveryhealthcare.com
Mr P Selvaraju	+91-9600292627	selvaraj@kauveryhealthcare.com
Dr S Vijayabaskaran	+91-9600292627	vijay@kauveryhealthcare.com

Debenture Trustee	Rating Agencies
Name: Catalyst Trusteeship Limited	Name: India Ratings & Research Private Limited
Address: 901, Tower – B, Peninsula Business	

Park, Senapati Bapat Marg, Mumbai – 400013, Maharashtra, India. Logo:  CATALYST Believe in Yourself... Trust Us! Telephone number: +91 22 4922 0555 Email Address: ComplianceCTL-Mumbai@ctltrustee.com Contact Details: Mr. Umesh Salvi (Managing Director) Website: https://catalysttrustee.com/	Address: 3rd Floor, Dorr No. 48 & 50, Harmony Nagar, Prakasam street, T Nagar, Chennai - 600017 Logo:  India Ratings & Research A Fitch Group Company Telephone number: +91 9884966160 Email Address: amalraj.lipton@indiaratings.co.in Contact Details: Mr. Amal Raj Lipton - Associate Director Website: https://www.indiaratings.co.in/
Registrar to the Issue	Statutory Auditor of the Company
Name: Purva Sharegistry (India) Private Limited Address: 9, Shiv Shakti Industrial Estate, J. R. Boricha Marg, Lower Parel (E), Mumbai-400011. Logo:  Telephone number: 022-35700224 Email Address: unlisted@purvashare.com Contact Details: Mr Rajesh Shah, Director	Name: M/s. Mukund M. Chitale & Co. Address: 2nd Floor, Kapur House, Paranjape B Scheme Road No.'1, Vile Parle (E), Mumbai 400057 Logo:  Telephone number: +91 9420001858 Email Address: skulkarni@mmchitale.com Contact Details: Mr Sagar Kulkarni Peer Review Certificate No.: 016643 Website: https://www.mmchitale.com/
Arranger	
Name: Standard Chartered Bank Address: Standard Chartered Bank, Crescenzo Building, C-38/C-39, G Block, Opposite Mumbai Cricket Association Club, Bandra East, Mumbai – 400051 Logo:  Telephone number: +91 22 6115 8953 Email Address: Catalyst_NCD_LAF-SCB@sc.com Contact Details: Ms. Pritha Majumdar Website: https://www.sc.bank.in/	

Issue Details

Interest Rate Parameter	Fixed (PIK – Payment in Kind)
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Coupon/PIK rate	PIK Rate of 11.81% per annum, compounded annually on each anniversary of the Deemed Date of Allotment
Coupon/PIK payment frequency	PIK Amount payable on the earlier of (i) Early Redemption Date or (ii) Final Redemption Date (i.e., bullet payment at maturity) (<i>each capitalised term as defined under the Debenture Trust Deed</i>).
Redemption date	The date falling on the expiry of 36 (thirty six) months from the Deemed Date of Allotment
Redemption amount	INR 1,00,000/- per Debenture (at par) plus accrued PIK Amount and any other amounts payable under the Finance Documents
Details of Debenture Trustee	Name: Catalyst Trusteeship Limited Address: 901, Tower – B, Peninsula Business Park, Senapati Bapat Marg, Mumbai – 400013, Maharashtra, India. Telephone number: +91 22 4922 0555 Email Address: ComplianceCTL-Mumbai@ctltrustee.com Contact Person: Mr. Umesh Salvi (Managing Director) Website: https://catalysttrustee.com/
Nature of Securities Offered	Listed, Rated, Secured, Redeemable, Transferable, Fully Paid-Up, Interest-Bearing, Non-Convertible Debentures (“NCDs” / “Debentures”)
Number, Price and number of securities offered and Issue Size	Number of securities – 33500 (Thirty Three Thousand Five Hundred) Amount per security – INR 1,00,000/- (Indian Rupees One Lakh Only) Issue Size - INR 335,00,00,000/- (Indian Rupees Three Hundred and Thirty Five Crores Only)
Base Issue and Green Shoe Option	Base issue price is INR 335,00,00,000/- (Indian Rupees Three Hundred and Thirty Five Crores Only) Green Shoe Option: Nil
Details about underwriting of the issue including the amount undertaken to be underwritten by the underwriters.	Not Applicable

Issue Schedule

Date of opening of the issue: 06/08/2026	Date of closing of the issue: 06/08/2026
Date of earliest closing of the issue, if any: 06/08/2026	
Pay-in Date: 07/08/2026	Deemed Date of Allotment: 07/08/2026

The Company reserves the right to change the issue schedule including the relevant Deemed Date of Allotment at its sole discretion, without giving any reasons or prior notice. The Issue shall be open for subscription during the banking hours on each day during the period covered by the Issue Schedule.

Details of Credit Rating of the Securities, along with the latest press release of the Rating Agencies: Please refer to Annexure 17 (*Detailed Press Release of the Rating Agency including the Credit Rating Letter and Rating Rationale*) of this Key Information Document for a copy of the press release. India Ratings & Research Private Limited has assigned a Provisional IND A-/Stable rating to the Issue.

Press Release and Rating Rationale: Please refer to Annexure 17 (*Detailed Press Release of the Rating Agency including the Credit Rating Letter and Rating Rationale*) of this Key Information Document.

Declaration: The ratings mentioned above are valid as on the date of issuance and listing.

All the ratings obtained by the Company for the Debentures: The Debentures have been rated as

Provisional IND A-/Stable, assigned by India Ratings & Research Private Limited

Name(s) of the stock exchange where the securities are proposed to be listed: BSE.

Please refer to Annexure 1 (*In-Principle Listing Approval*) of the General Information Document and Annexure 11 of this Key Information Document for a copy of the in-principle approval letter dated July 21, 2026, issued by BSE in relation to listing of the Debentures.

Eligible investors:

- (a) Eligible financial institutions and insurance companies;
- (b) Companies;
- (c) Alternative Investment Funds;
- (d) Non-banking finance companies (NBFCs) and residuary NBFCs;
- (e) Mutual funds;
- (f) Foreign institutional investors;
- (g) Foreign portfolio investors as permitted under the Securities and Exchange Board of India (Foreign Portfolio Investors) Regulations, 2014; and
- (h) provident funds, gratuity, superannuation and pension funds, subject to their investment guidelines.

Details of Anchor Investor: Not Applicable

Details about underwriting of the issue including the amount undertaken to be underwritten by the underwriters: Not Applicable

Details pertaining to the uploading of Key Information Document on the electronic book provider platform, if applicable:

The Issuer shall comply with the provisions of the Master Circular with respect to electronic book mechanism and requirements pertaining to the uploading of this Key Information Document in accordance with the Master Circular.

This issuance of the Securities, to the extent applicable, would be under the electronic book mechanism ("EBP") on private placement basis as per Chapter VI of Master Circular read with the "Operational Guidelines for participation on BSEBOND platform (EBP platform of BSE) issued by BSE on 28 December 2017 and updated on 17 April 2023 ("**BSE EBP Guidelines**")", as applicable. This Key Information Document is in accordance with all applicable laws, rules, regulations and guidelines.

Issue Size	INR 335,00,00,000/- (Indian Rupees Three Hundred and Thirty Five Crores Only)
Green Shoe Option	Not Applicable
Issue-wise green shoe portion as specified in issues undertaken in the previous financial year	Not Applicable
Interest rate parameter – Zero Coupon, fixed coupon or floating coupon	Fixed (PIK)
Bid opening date and bid closing date	06/08/2026
Minimum bid lot	One (1) Debenture bearing face value of INR 1,00,000/- (Indian Rupees One Lakh Only) each and in multiples of one Debenture thereafter as per applicable law.
Manner of bidding in the Issue i.e. open bidding or closed bidding	Closed

Manner of allotment in the Issue i.e. uniform yield allotment or multiple yield allotment	Uniform Yield Allotment
Manner of settlement in the Issue i.e. through clearing corporation or through escrow bank account of the Issuer	Settlement through clearing corporation (Indian Clearing Corporation Limited)
Settlement cycle i.e. T+1 or T+2 day	T+1 (Within 1 days from the Pay-in Date)

This Key Information Document and the contents hereof are restricted to only those recipients who are permitted to receive it as per extant regulations and laws and only such recipients are eligible to apply for the Debentures.

Other than:

- (a) details of the Issue of Debentures;
- (b) financial information (if such information provided in the General Information Document is more than six months old);
- (c) material changes (if any, in the information provided in the General Information Document); and
- (d) any material developments not disclosed in the General Information Document,

which are contained in this Key Information Document, all particulars set out in the General Information Document shall remain unchanged.

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SECTION I - DEFINITIONS AND ABBREVIATIONS

General terms

Capitalized terms used but not defined hereunder shall have the meaning ascribed to them in: (i) the debenture trust deed executed by and between the relevant debenture trustee and the Issuer (the “**Debenture Trust Deed**” or “**Principal Document**”), as amended from time to time and as the context may require or permit. Unless the context otherwise indicates or requires, the following terms shall have the meanings given below in this Key Information Document.

Term	Description
Application Form	The form used by the recipient of the relevant Key Information Document, to apply for subscription to the Securities, which is provided in Annexure 8 (Application Form) of this Key Information Document.
Arranger(s)	Standard Chartered Bank and any group company, subsidiary, affiliate, representative or branch office of Standard Chartered Bank and their respective directors, officers, employees, agents, representatives and/or any persons connected with them.
Articles of Association	The articles of association of the Company.
Beneficial Owner(s)	In relation to the Debentures, Debenture Holder(s) holding Debenture(s) in dematerialized form (Beneficial Owner of the Debenture(s) as defined in clause (a) of subsection of (1) of Section 2 of the Depositories Act, 1996).
Board	Board of Directors of the Company or a committee thereof.
Business Day	(a) in relation to announcement of bid or issue period, a day, other than Saturdays, Sundays and public holidays, on which commercial banks in Mumbai, New Delhi, Chennai and GIFT City are open for business; (b) in relation to time period between the Issue closing date and the listing of the Securities on the Exchange, a day on which the Exchange is open for trading, other than Saturdays, Sundays and bank holidays, as specified by SEBI; and (c) in all other cases, a day on which commercial banks in Mumbai, New Delhi, Chennai and GIFT City are open for business.
BSE	BSE Limited
BSE-EBP	BSE electronic bidding platform for issuance of debt securities on private placement basis
CDSL	Central Depository Services (India) Limited
Change of Control Event	Has the meaning given to it in the Debenture Trust Deed.
Charged Property	All of the assets which from time to time are, or are expressed to be, the subject of the Security created or evidenced or expressed to be created or evidenced pursuant to the Security Documents

Term	Description
Companies Act	Companies Act, 2013.
Company/Issuer	Prospera Healthcorp Private Limited
Coupon Rate (PIK Rate)	11.81% per annum, compounded annually on each anniversary of the Deemed Date of Allotment
Coupon Period (PIK Period)	36 months from the Deemed Date of Allotment
Coupon Payment Date (PIK Payment Date)	PIK is payable on the Final Redemption Date, falling on the date of expiry of 36 months of the Deemed Date of Allotment (or any Early Redemption Date, if there is any mandatory or voluntary redemption before the Final Redemption Date under the Debenture Trust Deed)
Debenture(s)	Means 33,500 (Thirty Three Thousand Five Hundred) INR denominated, listed, rated, secured, redeemable, transferable, interest-bearing, non-convertible debentures with face value of INR 1,00,000/- (Indian Rupees One Lakh Only) each, aggregating up to INR 335,00,00,000/- (Indian Rupees Three Hundred and Thirty Five Crores Only)
Debenture Amount	INR 335,00,00,000/- (Indian Rupees Three Hundred and Thirty Five Crores Only)
Debenture Holder(s)	The holder(s) of the Debenture(s) in dematerialized form.
Debenture Trustee	Catalyst Trusteeship Limited
Debenture Trust Deed	The debenture trust deed dated July 06, 2026 entered into between the Company and the Debenture Trustee in relation to the Debentures in terms of which the Debentures are being issued.
Deemed Date of Allotment	The day on which the Debentures are deemed to have been allotted to the Debenture Holders, being the date on which the subscription monies are received by the Issuer.
Default Interest	Has the meaning given to it in the Debenture Trust Deed.
Default Interest Rate	2.00% per annum
Depositories	NSDL and/or CDSL, as the case may be.
Depositories Act	The Depositories Act, 1996, as amended from time to time.
Depository Participant / DP	A depository participant as defined under the Depositories Act.
Director(s)	Director(s) of Company unless otherwise mentioned.
DP ID	Depository Participant identification number that is allocated to the Depository Participant by the Depository.
Early Redemption Date	Has the meaning given to it in the Debenture Trust Deed.

Term	Description
Eligible Investors	Refers to such category of investors referred to below: a) Eligible financial institutions and insurance companies; b) Companies; c) Non-banking finance companies (NBFCs) and residuary NBFCs; d) Alternative Investment Funds; e) Mutual funds; f) Foreign institutional investors; g) Foreign portfolio investors as permitted under the Securities and Exchange Board of India (Foreign Portfolio Investors) Regulations, 2014; and h) provident funds, gratuity, superannuation and pension funds, subject to their investment guidelines.
Event of Default	As defined in the Debenture Trust Deed.
Face Value/Nominal Value	INR 1,00,000/- (Indian Rupees One Lakh Only) or such other face value as permitted under applicable law, being the nominal value of each Debenture.
Fee Letter	Letter issued by Catalyst Trusteeship Limited bearing ref no CL/DEB/26-27/120 dated 21 April 2026, setting out the remuneration payable by the Company to the Debenture Trustee, as annexed under Annexure 16 of this Key Information Document.
Final Redemption Date	The date falling on the expiry of 36 (thirty six) months from the Deemed Date of Allotment.
Final Settlement Date	Within 1 days from the Pay-in Date.
Finance Documents	Means: (a) each Debenture; (b) the Debenture Trustee Fee Letter; (c) any fee letter entered into between the Issuer and the Debenture Holders (or any of them); (d) the Debenture Trustee Appointment Agreement; (e) the Debenture Trust Deed; (f) the General Information Document; (g) the Key Information Document; (h) each End-Use Certificate; (i) the Deed of Personal Guarantee; (j) the Deed of Corporate Guarantee; (k) the SHA NOC; (l) each Security Document and notices and/or acknowledgements issued under each Security Document; (m) demand promissory note from the Issuer in favour of the Debenture Trustee (for the benefit of the Secured Parties) for recovery of principal amount of the Debentures; (n) any other document designated in writing as a Finance Document by the Debenture Trustee and the Issuer.
First Coupon Payment Date (First PIK Payment Date)	Final Redemption Date, or any Early Redemption Date.
General Information Document	The general information document dated July 13, 2026 in relation to the issue of the Securities.

Term	Description
INR/Rs.	The lawful currency of the Republic of India.
Investor(s)	The holder(s)/investor(s) of the Securities in dematerialised form, including but not limited to, the Debenture Holders.
Issue	Each issue of Securities by the Company in accordance with the Terms and Conditions.
Key Information Document	This disclosure document dated August 3, 2026 for private placement of the Debentures.
Master Circular	Master Circular for issue and listing of Non-convertible Securities, Securitised Debt Instruments, Security Receipts, Municipal Debt Securities and Commercial Paper' bearing no. SEBI/HO/DDHS/DDHS-PoD/P/CIR/2025/0000000137, dated October 15, 2025, as amended from time to time issued by SEBI.
Memorandum of Association	The memorandum of association of the Company.
NBFC	Non-Banking Financial Company.
NSDL	National Securities Depository Limited.
PAN	Permanent Account Number.
Pay-in Date	07/08/2026
Rating Agency(ies)	India Ratings & Research Private Limited, having its registered office at Wockhardt Towers, Level 4, West Wing, Bandra Kurla Complex, Bandra East, Mumbai – 400051 and branch office at 3 rd Floor, Dorr No. 48 & 50, Harmony Nagar, Prakasam street, T Nagar, Chennai - 600017
RBI	Reserve Bank of India.
Registrar and Transfer Agent(s)	Purva Shareregistry (India) Private Limited having registered office at Unit no. 9, Shiv Shakti Ind. Estt J.R. Boricha Marg, Lower Parel (E), Mumbai 400 011
RoC/ROC	Registrar of Companies, Chennai, Tamil Nadu
RTGS	Real Time Gross Settlement.
SEBI	Securities and Exchange Board of India.
SEBI Debenture Trustee Circular	SEBI circular on 'Master Circular for Debenture Trustee' bearing no. SEBI/HO/DDHS-PoD-1/P/CIR/2025/117 dated 13 August 2025 issued by SEBI, as amended, modified, supplemented or substituted from time to time.
SEBI Debt Regulations	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 Master Circular.
Secured Parties	means each of: (a) the Debenture Holders; (b) the Debenture Trustee; (c) the Nominee Directors (if any); and

Term	Description
	(d) any Receiver or Delegate.
Security Document	Means: (a) the Deed of Hypothecation and the related powers of attorney; (b) the Pledge Agreements and the related powers of attorney; (c) the Non-Disposal Undertakings; and (d) any other document that is designated in writing as a Security Document by (i) the Debenture Trustee, and (ii) the Issuer.
Security	A mortgage, charge, hypothecation, pledge, lien, bailment or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.
Stock Exchange	BSE.
Tax	All forms of past, present and future taxes (including but not limited to Indirect Taxes), any tax / impost deductions, withholdings, duties, imposts, levies, cesses, fees, charges, social security contributions and rates imposed, levied, collected, withheld or assessed by any Governmental Agency or other taxing authority in India or elsewhere of a similar nature and any interest, penalty, surcharge, cess, fine or default interest, late fee, etc. payable in connection with any failure to pay or any delay in paying any of the same therewith and Taxes shall be construed accordingly.
Tax Deduction	A deduction or withholding for or on account of Tax from a payment under a Finance Document, other than a FATCA Deduction.
Terms and Conditions	Terms and conditions of the Debentures as set out in the Debenture Trust Deed.
Debenture Trustee Agreement	Means the Debenture Trustee Appointment Agreement as defined under the Debenture Trust Deed
WDM	Wholesale Debt Market Segment of the Stock Exchange.

This Key Information Document shall be read in conjunction with the General Information Document, the Debenture Trust Deed and the other Transaction Documents and it is agreed between the Debenture Trustee and the Company that in case of any inconsistency or conflict between this Key Information Document and the General Information Document, this Key Information Document shall prevail, and in case of any inconsistency or conflict between this Key Information Document and the Debenture Trust Deed, the provisions of the Debenture Trust Deed shall prevail and override the provisions of this Key Information Document.

SECTION II – DISCLAIMERS

GENERAL DISCLAIMER

EACH COPY OF THIS KEY INFORMATION DOCUMENT IS SERIALY NUMBERED AND THE PERSON TO WHOM A COPY OF THIS KEY INFORMATION DOCUMENT IS SENT, IS ALONE ENTITLED TO APPLY FOR THE DEBENTURES.

DISCLAIMER IN RESPECT OF JURISDICTION

THIS ISSUE IS MADE IN INDIA TO THE ELIGIBLE INVESTORS, WHO SHALL BE SPECIFICALLY APPROACHED BY THE COMPANY. THE DISTRIBUTION OF THIS KEY INFORMATION DOCUMENT AND THE GENERAL INFORMATION DOCUMENT OR THE APPLICATION FORMS AND THE OFFER, SALE, PLEDGE OR DISPOSAL OF THE DEBENTURES MAY BE RESTRICTED OR PROHIBITED BY LAW IN CERTAIN JURISDICTIONS. RECIPIENTS ARE REQUIRED TO OBSERVE SUCH RESTRICTIONS AND THE ANCHOR INVESTORS, THE ARRANGERS AND THEIR RESPECTIVE AFFILIATES ACCEPT NO LIABILITY TO ANY PERSON IN RELATION TO THE DISTRIBUTION OF INFORMATION IN ANY JURISDICTION.

THIS KEY INFORMATION DOCUMENT AND THE GENERAL INFORMATION DOCUMENT DO NOT CONSTITUTE AN OFFER TO SELL OR AN INVITATION TO SUBSCRIBE TO THE DEBENTURES OFFERED HEREBY TO ANY PERSON TO WHOM IT IS NOT SPECIFICALLY ADDRESSED. ANY DISPUTES ARISING OUT OF THIS ISSUE WILL BE SUBJECT TO THE EXCLUSIVE JURISDICTION OF THE COURTS AND TRIBUNALS OF CHENNAI, TAMIL NADU. THIS KEY INFORMATION DOCUMENT AND THE GENERAL INFORMATION DOCUMENT DO NOT CONSTITUTE AN OFFER TO SELL OR AN INVITATION TO SUBSCRIBE TO THE DEBENTURES HEREIN, IN ANY OTHER JURISDICTION AND TO ANY PERSON TO WHOM IT IS UNLAWFUL TO MAKE AN OFFER OR INVITATION IN SUCH JURISDICTION. THE SALE OR TRANSFER OF THESE DEBENTURES OUTSIDE INDIA MAY REQUIRE REGULATORY APPROVALS IN INDIA, INCLUDING WITHOUT LIMITATION, THE APPROVAL OF THE RBI OR OTHER REGULATORY AUTHORITY.

DISCLAIMER OF THE STOCK EXCHANGE

AS REQUIRED, A COPY OF THIS KEY INFORMATION DOCUMENT AND THE GENERAL INFORMATION DOCUMENT HAS BEEN FILED WITH BSE PURSUANT TO THE SEBI DEBT REGULATIONS. IT IS TO BE DISTINCTLY UNDERSTOOD THAT SUBMISSION OF THIS KEY INFORMATION DOCUMENT AND THE GENERAL INFORMATION DOCUMENT TO THE BSE SHOULD NOT IN ANY WAY BE DEEMED OR CONSTRUED TO MEAN THAT THIS KEY INFORMATION DOCUMENT AND THE GENERAL INFORMATION DOCUMENT HAVE BEEN REVIEWED, CLEARED OR APPROVED BY BSE; NOR THAT BSE IN ANY MANNER WARRANTS, CERTIFIES OR ENDORSES THE CORRECTNESS OR COMPLETENESS OF ANY OF THE CONTENTS OF THIS KEY INFORMATION DOCUMENT AND THE GENERAL INFORMATION DOCUMENT, OR THAT THE COMPANY'S DEBENTURES WILL BE LISTED OR WILL CONTINUE TO BE LISTED ON BSE. BSE DOES NOT TAKE ANY RESPONSIBILITY FOR THE SOUNDNESS OF THE FINANCIAL AND OTHER CONDITIONS OF THE COMPANY, ITS PROMOTERS, ITS MANAGEMENT OR ANY SCHEME OR PROJECT OF THE COMPANY. EVERY PERSON WHO DESIRES TO APPLY FOR OR OTHERWISE ACQUIRE ANY DEBENTURES OF THIS COMPANY MAY DO SO PURSUANT TO INDEPENDENT INQUIRY, INVESTIGATION AND ANALYSIS AND SHALL NOT HAVE ANY CLAIM AGAINST BSE WHATSOEVER BY REASON OF ANY LOSS WHICH MAY BE SUFFERED BY SUCH PERSON CONSEQUENT TO OR IN CONNECTION WITH SUCH SUBSCRIPTION/ ACQUISITION WHETHER BY REASON OF ANYTHING STATED OR OMITTED TO BE STATED HEREIN OR ANY OTHER REASON WHATSOEVER.

DISCLAIMER OF THE SECURITIES AND EXCHANGE BOARD OF INDIA

THE DEBENTURES HAVE NOT BEEN RECOMMENDED OR APPROVED BY SEBI NOR DOES SEBI GUARANTEE THE ACCURACY OR ADEQUACY OF THIS KEY INFORMATION DOCUMENT. IT IS TO BE DISTINCTLY UNDERSTOOD THAT THIS KEY INFORMATION DOCUMENT AND THE GENERAL INFORMATION DOCUMENT SHOULD NOT IN ANYWAY BE DEEMED OR CONSTRUED TO HAVE BEEN APPROVED OR VETTED BY SEBI. SEBI DOES NOT TAKE ANY RESPONSIBILITY EITHER FOR THE FINANCIAL SOUNDNESS OF ANY PROPOSAL FOR WHICH THE DEBENTURES

ISSUED HEREOF IS PROPOSED TO BE MADE OR FOR THE CORRECTNESS OF THE STATEMENTS MADE OR OPINIONS EXPRESSED IN THIS KEY INFORMATION DOCUMENT AND THE GENERAL INFORMATION DOCUMENT. SEBI RESERVES THE RIGHT TO TAKE UP AT ANY POINT OF TIME, WITH THE COMPANY, ANY IRREGULARITIES OR LAPSES IN THIS KEY INFORMATION DOCUMENT AND THE GENERAL INFORMATION DOCUMENT.

AS PER THE PROVISIONS OF THE SEBI DEBT REGULATIONS, IT IS NOT STIPULATED THAT A COPY OF THIS KEY INFORMATION DOCUMENT AND THE GENERAL INFORMATION DOCUMENT HAS TO BE FILED WITH OR SUBMITTED TO THE SEBI FOR ITS REVIEW / APPROVAL. IT IS TO BE DISTINCTLY UNDERSTOOD THAT FILING OF THIS KEY INFORMATION DOCUMENT AND THE GENERAL INFORMATION DOCUMENT WITH THE SEBI SHOULD NOT IN ANY WAY BE DEEMED OR CONSTRUED TO MEAN THAT THE SAME HAS BEEN CLEARED OR APPROVED BY SEBI. SEBI DOES NOT TAKE ANY RESPONSIBILITY EITHER FOR THE FINANCIAL SOUNDNESS OF ANY SCHEME OR THE PROJECT FOR WHICH THE ISSUE IS PROPOSED TO BE MADE OR FOR THE CORRECTNESS OF THE STATEMENTS MADE OR OPINIONS EXPRESSED IN THIS KEY INFORMATION DOCUMENT AND THE GENERAL INFORMATION DOCUMENT.

DISCLAIMER OF THE RATING AGENCIES

AS AT THE DATE OF THIS KEY INFORMATION DOCUMENT, INDIA RATINGS AND RESEARCH PRIVATE LIMITED HAS ASSIGNED "PROVISIONAL IND A-/STABLE" RATING TO THE DEBENTURES. THE RATING ASSIGNED BY THE RATING AGENCIES IS AN OPINION ON CREDIT QUALITY AND IS NOT A RECOMMENDATION TO BUY, SELL OR HOLD THE RATED DEBENTURES. INVESTORS SHOULD TAKE THEIR OWN DECISIONS. THE RATING AGENCIES HAVE BASED THEIR RATINGS ON INFORMATION OBTAINED FROM SOURCES BELIEVED BY THEM TO BE ACCURATE AND RELIABLE. THE RATING AGENCIES DO NOT, HOWEVER, GUARANTEE THE ACCURACY, ADEQUACY OR COMPLETENESS OF ANY INFORMATION AND IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS OR FOR THE RESULTS OBTAINED FROM THE USE OF SUCH INFORMATION.

RATINGS DO NOT COMMENT ON THE ADEQUACY OF MARKET PRICE, THE SUITABILITY OF ANY INVESTMENT, LOAN OR SECURITY FOR A PARTICULAR INVESTOR (INCLUDING WITHOUT LIMITATION, ANY ACCOUNTING AND/OR REGULATORY TREATMENT), OR THE TAX-EXEMPT NATURE OR TAXABILITY OF PAYMENTS MADE IN RESPECT OF ANY INVESTMENT, LOAN OR SECURITY. THE RATING AGENCIES ARE NOT YOUR ADVISORS, NOR ARE THEY PROVIDING TO YOU OR ANY OTHER PARTY ANY FINANCIAL ADVICE, OR ANY LEGAL, AUDITING, ACCOUNTING, APPRAISAL, VALUATION OR ACTUARIAL SERVICES. THE RATING MAY BE RAISED, LOWERED, WITHDRAWN OR PLACED ON RATING WATCH DUE TO CHANGES IN, ADDITIONS TO, ACCURACY OF, OR THE INADEQUACY OF, INFORMATION OR FOR ANY OTHER REASON THE RATING AGENCIES DEEM SUFFICIENT.

THE RATING MAY BE SUBJECT TO REVISION OR WITHDRAWAL AT ANY TIME BY THE RATING AGENCIES AND SHOULD BE EVALUATED INDEPENDENTLY OF ANY OTHER RATING. THE RATING AGENCIES HAVE THE RIGHT TO SUSPEND OR WITHDRAW THE RATING AT ANY TIME BASIS OF FACTORS SUCH AS NEW INFORMATION OR UNAVAILABILITY OF INFORMATION OR ANY OTHER CIRCUMSTANCES.

THE RATING AGENCIES SHALL NEITHER BE CONSTRUED TO BE NOR ARE ACTING UNDER THE CAPACITY OR NATURE OF AN 'EXPERT' AS DEFINED UNDER SECTION 2(38) OF THE COMPANIES ACT, 2013.

DISCLAIMER OF THE DEBENTURE TRUSTEE

- I) THE DEBENTURE TRUSTEE DOES NOT UNDERTAKE TO REVIEW THE FINANCIAL CONDITION OR AFFAIRS OF THE COMPANY DURING THE LIFE OF THE ARRANGEMENTS CONTEMPLATED BY THIS KEY INFORMATION DOCUMENT AND DOES NOT HAVE ANY RESPONSIBILITY TO ADVISE ANY INVESTOR OR PROSPECTIVE INVESTOR IN THE DEBENTURES OF ANY INFORMATION AVAILABLE WITH OR SUBSEQUENTLY COMING TO THE ATTENTION OF THE DEBENTURE TRUSTEE, ITS

AGENTS OR ADVISORS EXCEPT AS SPECIFICALLY PROVIDED FOR IN THE DEBENTURE TRUST DEED.

- II) THE DEBENTURE TRUSTEE HAS NOT SEPARATELY VERIFIED THE INFORMATION CONTAINED IN THE GENERAL INFORMATION DOCUMENT AND THIS KEY INFORMATION DOCUMENT. ACCORDINGLY, NO REPRESENTATION, WARRANTY OR UNDERTAKING, EXPRESS OR IMPLIED, IS MADE AND NO RESPONSIBILITY IS ACCEPTED BY DEBENTURE TRUSTEE AS TO THE ACCURACY OR ANY OTHER INFORMATION PROVIDED BY THE COMPANY. ACCORDINGLY, THE DEBENTURE TRUSTEE ASSOCIATED WITH THE ISSUE SHALL HAVE NO LIABILITY IN RELATION TO THE INFORMATION CONTAINED IN THE GENERAL INFORMATION DOCUMENT AND THIS KEY INFORMATION DOCUMENT OR ANY OTHER INFORMATION PROVIDED BY THE COMPANY IN CONNECTION WITH THE ISSUE.
- III) THE DEBENTURE TRUSTEE IS NEITHER A PRINCIPAL DEBTOR NOR A GUARANTOR OF THE DEBENTURES.

DISCLAIMER OF THE ARRANGERS

THE ISSUER HAS MANDATED AND AUTHORIZED STANDARD CHARTERED BANK, AND ANY GROUP COMPANY, SUBSIDIARY, AFFILIATE, REPRESENTATIVE OR BRANCH OFFICE OF STANDARD CHARTERED BANK AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES AND/OR ANY PERSONS CONNECTED WITH THEM, AND/OR ITS AFFILIATES (ON SOLE BASIS) (THE “**ARRANGERS**”) TO ACT AS THE ARRANGERS FOR THE DEBENTURES AND TO DISTRIBUTE EITHER ITSELF AND/OR THROUGH ITS AFFILIATES THIS OFFER LETTER TO IDENTIFIED POTENTIAL INVESTORS.

THIS KEY INFORMATION DOCUMENT DOES NOT CONSTITUTE, NOR MAY IT BE USED FOR OR IN CONNECTION WITH, AN OFFER OR SOLICITATION BY ANYONE IN ANY JURISDICTION IN WHICH SUCH OFFER OR SOLICITATION IS NOT AUTHORIZED OR TO ANY PERSON TO WHOM IT IS UNLAWFUL TO MAKE SUCH AN OFFER OR SOLICITATION. NO ACTION IS BEING TAKEN TO PERMIT AN OFFERING OF THE DEBENTURES OR THE DISTRIBUTION OF THIS KEY INFORMATION DOCUMENT IN ANY JURISDICTION WHERE SUCH ACTION IS REQUIRED. THE DISTRIBUTION OF THIS KEY INFORMATION DOCUMENT AND THE OFFERING AND SALE OF THE DEBENTURES MAY BE RESTRICTED BY LAW IN CERTAIN JURISDICTIONS. PERSONS INTO WHOSE POSSESSION THIS KEY INFORMATION DOCUMENT COMES ARE REQUIRED TO INFORM THEMSELVES ABOUT AND TO OBSERVE ANY SUCH RESTRICTIONS. THE KEY INFORMATION DOCUMENT IS MADE AVAILABLE TO INVESTORS IN THE ISSUE ON THE STRICT UNDERSTANDING THAT THE CONTENTS HEREOF ARE STRICTLY CONFIDENTIAL.

THE ISSUER HAS PREPARED THIS KEY INFORMATION DOCUMENT AND THE ISSUER IS SOLELY RESPONSIBLE FOR ITS CONTENTS. THE ISSUER WILL COMPLY WITH ALL LAWS, RULES AND REGULATIONS AND HAS OBTAINED ALL REGULATORY, GOVERNMENTAL AND CORPORATE APPROVALS FOR THE ISSUANCE OF THE DEBENTURES. ALL THE INFORMATION CONTAINED IN THIS KEY INFORMATION DOCUMENT HAS BEEN PROVIDED BY THE ISSUER OR IS FROM PUBLICLY AVAILABLE INFORMATION, AND SUCH INFORMATION HAS NOT BEEN INDEPENDENTLY VERIFIED BY THE ARRANGERS. NO REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, IS OR WILL BE MADE, AND NO RESPONSIBILITY OR LIABILITY IS OR WILL BE ACCEPTED, BY THE ARRANGERS OR ANY OF ITS SHAREHOLDERS, EMPLOYEES, COUNSEL, OFFICERS, DIRECTORS, REPRESENTATIVES, AGENTS OR AFFILIATES FOR THE ACCURACY, COMPLETENESS, RELIABILITY OR CORRECTNESS OF THIS KEY INFORMATION DOCUMENT OR ANY OF THE INFORMATION OR OPINIONS CONTAINED THEREIN, AND THE ARRANGERS HEREBY EXPRESSLY DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RESPONSIBILITY FOR THE CONTENTS OF THIS KEY INFORMATION DOCUMENT AND ANY LIABILITY, WHETHER ARISING IN TORT OR CONTRACT OR OTHERWISE, RELATING TO OR RESULTING FROM THIS KEY INFORMATION DOCUMENT OR ANY INFORMATION OR ERRORS CONTAINED THEREIN OR ANY OMISSIONS THEREFROM. BY ACCEPTING THIS KEY INFORMATION DOCUMENT, YOU AGREE THAT THE ARRANGERS WILL NOT HAVE ANY SUCH LIABILITY.

IT IS TO BE DISTINCTLY UNDERSTOOD THAT THE AFORESAID USE OF THIS DOCUMENT BY THE ARRANGERS SHOULD NOT IN ANY WAY BE DEEMED OR CONSTRUED THAT THE DOCUMENT HAS BEEN PREPARED, CLEARED, APPROVED OR VETTED BY THE ARRANGERS; NOR DOES IT IN ANY MANNER WARRANT, CERTIFY OR ENDORSE THE CORRECTNESS OR COMPLETENESS OF ANY OF THE CONTENTS OF THIS DOCUMENT; NOR DOES IT TAKE RESPONSIBILITY FOR THE FINANCIAL OR OTHER SOUNDNESS OF THIS ISSUER. THE ARRANGERS OR ANY OF ITS AFFILIATES AND ITS AND ITS AFFILIATES' DIRECTORS, EMPLOYEES, SHAREHOLDERS, COUNSEL, OFFICERS, OR REPRESENTATIVES DO NOT ACCEPT ANY RESPONSIBILITY AND/OR LIABILITY FOR ANY LOSS OR DAMAGE ARISING OF WHATEVER NATURE AND EXTENT IN CONNECTION WITH THE USE OF ANY OF THE INFORMATION CONTAINED IN THIS KEY INFORMATION DOCUMENT.

THE ONLY ROLE OF THE ARRANGERS WITH RESPECT TO THE DEBENTURES IS CONFINED TO MARKETING AND ARRANGING PLACEMENT OF THE DEBENTURES ON THE BASIS OF THIS KEY INFORMATION DOCUMENT AS PREPARED BY THE ISSUER. WITHOUT LIMITING THE FOREGOING, THE ARRANGERS AND ITS AFFILIATES ARE NOT ACTING, AND HAVE NOT BEEN ENGAGED TO ACT, AS AN UNDERWRITER, MERCHANT BANKER OR ANY OTHER INTERMEDIARY WITH RESPECT TO THE DEBENTURES. THE ISSUER IS SOLELY RESPONSIBLE FOR THE TRUTH, ACCURACY AND COMPLETENESS OF ALL THE INFORMATION PROVIDED IN THIS KEY INFORMATION DOCUMENT. THE ARRANGERS AND/OR ANY OF THEIR AFFILIATES ARE NOT RESPONSIBLE FOR PREPARING, CLEARING, APPROVING, SCRUTINISING OR VETTING THIS KEY INFORMATION DOCUMENT; OR FOR DOING ANY DUE-DILIGENCE FOR VERIFICATION OF THE TRUTH, CORRECTNESS OR COMPLETENESS OF THE CONTENTS OF THIS KEY INFORMATION DOCUMENT. EACH RECIPIENT MUST SATISFY ITSELF AS TO THE ACCURACY, RELIABILITY, ADEQUACY, REASONABLENESS OR COMPLETENESS OF THE KEY INFORMATION DOCUMENT. THE ARRANGERS SHALL BE ENTITLED TO RELY ON THE TRUTH, CORRECTNESS AND COMPLETENESS OF THIS KEY INFORMATION DOCUMENT.

YOU SHOULD CAREFULLY READ AND RETAIN THIS KEY INFORMATION DOCUMENT. HOWEVER, YOU ARE NOT TO CONSTRUE THE CONTENTS OF THIS KEY INFORMATION DOCUMENT AS INVESTMENT, LEGAL, ACCOUNTING, REGULATORY OR TAX ADVICE, AND YOU SHOULD CONSULT WITH YOUR OWN ADVISORS AS TO ALL LEGAL, ACCOUNTING, REGULATORY, TAX, FINANCIAL AND RELATED MATTERS CONCERNING AN INVESTMENT IN THE DEBENTURES. THE ARRANGERS AND/OR ANY OF ITS AFFILIATES HAVE NOT CONDUCTED ANY DUE DILIGENCE REVIEW ON BEHALF OR FOR THE BENEFIT OF THE INVESTORS. EACH OF THE INVESTORS SHOULD CONDUCT SUCH DUE DILIGENCE ON THE ISSUER AND ANY OTHER ASPECTS OF THE ISSUE AS IT DEEMS APPROPRIATE AND MAKE ITS OWN INDEPENDENT ASSESSMENT THEREOF.

THE ARRANGERS AND/OR THEIR AFFILIATES ARE NOT RESPONSIBLE FOR UPDATING THE INFORMATION PROVIDED HEREIN. THE DISTRIBUTION OF THIS KEY INFORMATION DOCUMENT DOES NOT CONSTITUTE A REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED BY THE ARRANGERS AND/OR THEIR AFFILIATES THAT THE INFORMATION AND OPINIONS HEREIN WILL BE UPDATED AT ANY TIME AFTER THE DATE OF THIS KEY INFORMATION DOCUMENT. THE ARRANGERS AND/OR THEIR AFFILIATES ARE NOT RESPONSIBLE FOR NOTIFYING ANY RECIPIENT OF ANY INFORMATION THAT COMES TO THEIR ATTENTION IN RELATION TO THE ISSUE OR ANY INFORMATION COMING TO THEIR ATTENTION AFTER THE DATE OF THIS KEY INFORMATION DOCUMENT. NO RESPONSIBILITY OR LIABILITY OR DUTY OF CARE IS OR WILL BE ACCEPTED BY THE ARRANGERS AND/OR THEIR AFFILIATES FOR UPDATING OR SUPPLEMENTING THIS KEY INFORMATION DOCUMENT OR FOR PROVIDING ACCESS TO ANY ADDITIONAL INFORMATION AS FURTHER INFORMATION BECOMES AVAILABLE.

NEITHER THIS NOR ANY OTHER INFORMATION OR DOCUMENT SUPPLIED IN CONNECTION WITH THE DEBENTURES IS INTENDED TO PROVIDE THE BASIS OF ANY CREDIT OR OTHER EVALUATION NOR SHOULD ANY RECIPIENT OF THIS KEY INFORMATION DOCUMENT NOT CONSIDER SUCH RECEIPT A RECOMMENDATION TO PURCHASE ANY DEBENTURES. THIS KEY INFORMATION DOCUMENT IS SUPPLIED SOLELY TO ASSIST THE RECIPIENT IN DECIDING WHETHER IT WANTS TO INVEST IN THE DEBENTURES. POTENTIAL INVESTORS SHOULD CONSULT THEIR OWN FINANCIAL, LEGAL, TAX AND OTHER PROFESSIONAL ADVISORS AS TO THE RISKS AND INVESTMENT CONSIDERATIONS ARISING FROM AN INVESTMENT IN THESE DEBENTURES AND SHOULD POSSESS THE APPROPRIATE RESOURCES TO ANALYZE SUCH INVESTMENT AND THE SUITABILITY OF SUCH INVESTMENT TO SUCH INVESTOR'S PARTICULAR CIRCUMSTANCES.

THE ARRANGERS AND ITS AFFILIATES ARE ACTING FOR THE ISSUER IN RELATION TO THE ISSUE OF THE DEBENTURES AND NOT ON BEHALF OF THE RECIPIENTS OF THIS KEY INFORMATION DOCUMENT. THE RECEIPT OF THIS KEY INFORMATION DOCUMENT BY ANY RECIPIENT IS NOT TO BE CONSTITUTED AS THE GIVING OF INVESTMENT ADVICE BY THE ARRANGERS AND/OR THEIR AFFILIATES TO THAT RECIPIENT, OR TO CONSTITUTE SUCH A RECIPIENT A CUSTOMER OF THE ARRANGERS AND/OR THEIR AFFILIATES. THE ARRANGERS AND/OR THEIR AFFILIATES ARE NOT RESPONSIBLE TO ANY OTHER PERSON FOR PROVIDING THE PROTECTION AFFORDED TO THE CUSTOMERS OF THE ARRANGERS AND/OR THEIR AFFILIATES OR FOR PROVIDING ADVICE IN RELATION TO THE DEBENTURES. THE ARRANGERS AND/OR ANY OF THEIR AFFILIATES ASSUME NO RESPONSIBILITY OR LIABILITY (WHETHER FOR NEGLIGENCE OR OTHERWISE) FOR ENSURING, AND MAKE NO REPRESENTATION, WARRANTY OR UNDERTAKING (EXPRESS OR IMPLIED) AS TO THE ACCURACY, RELIABILITY, ADEQUACY, REASONABLENESS OR COMPLETENESS OF THE CONTENTS OF THE KEY INFORMATION DOCUMENT. NEITHER THE ARRANGERS NOR ANY OF ITS AFFILIATES AND ITS AND ITS AFFILIATES' DIRECTORS, EMPLOYEES, OFFICERS OR AGENTS SHALL BE LIABLE FOR ANY DIRECT, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE SUFFERED BY ANY PERSON AS A RESULT OF RELYING ON ANY STATEMENT IN OR OMISSION FROM THIS KEY INFORMATION DOCUMENT OR IN ANY OTHER INFORMATION OR COMMUNICATIONS MADE IN CONNECTION WITH THE DEBENTURES.

EACH RECIPIENT OF THIS KEY INFORMATION DOCUMENT ACKNOWLEDGES THAT:

- (a) IT WAS AFFORDED AN OPPORTUNITY TO REQUEST AND TO REVIEW AND HAS RECEIVED ALL ADDITIONAL INFORMATION CONSIDERED BY THE RECIPIENT TO BE NECESSARY TO VERIFY THE ACCURACY OF OR TO SUPPLEMENT THE INFORMATION CONTAINED HEREIN;
- (b) IT HAS NOT RELIED ON THE ARRANGERS AND/OR THEIR AFFILIATES THAT MAY BE ASSOCIATED WITH THE DEBENTURES IN CONNECTION WITH ITS INVESTIGATION OF THE ACCURACY OF SUCH INFORMATION OR ITS INVESTMENT DECISION AND EACH SUCH PERSON MUST RELY ON ITS OWN EXAMINATION OF THE ISSUER AND THE MERITS AND RISKS INVOLVED IN INVESTING IN THE DEBENTURES;
- (c) IT HAS MADE ITS OWN INVESTMENT DECISION REGARDING THE DEBENTURES BASED ON ITS OWN KNOWLEDGE AND INFORMATION WHICH IT MAY HAVE OR WHICH IS PUBLICLY AVAILABLE WITH RESPECT TO THE ISSUER AND THE DEBENTURES AND NEITHER THE ARRANGER NOR ANY OF THE ARRANGERS' AFFILIATES NOR ANY OF SUCH PERSONS HAS MADE ANY REPRESENTATION TO THE RECIPIENT, EXPRESS OR IMPLIED, WITH RESPECT TO THE DEBENTURES OR THE ISSUER OR ON BEHALF OF THE ISSUER OR ANY OTHER PERSON;
- (d) IT HAS CONSULTED ITS OWN INDEPENDENT ADVISORS OR OTHERWISE HAS SATISFIED ITSELF CONCERNING, WITHOUT LIMITATION, THE TAX, LEGAL, CURRENCY AND OTHER ECONOMIC CONSIDERATIONS RELATED TO THE INVESTMENT IN THE DEBENTURES, AND SUCH RECIPIENT HAS ONLY RELIED ON THE ADVICE OF, OR HAVE ONLY CONSULTED WITH, SUCH INDEPENDENT ADVISERS;

- (e) IT HAS CONSIDERED ALL INFORMATION THAT SUCH RECIPIENT BELIEVES IS NECESSARY OR APPROPRIATE IN CONNECTION WITH THE SUBSCRIPTION/PURCHASE OF THE DEBENTURES AND SUCH RECIPIENT ACKNOWLEDGES AND AGREES THAT IT WILL NOT HOLD THE ARRANGERS (OR ANY OF ITS RELATED ENTITIES OR AFFILIATES) RESPONSIBLE FOR ANY MISSTATEMENTS IN, OR OMISSIONS FROM, ANY INFORMATION CONCERNING THE ISSUER OR THE ISSUE.

PLEASE NOTE THAT:

- (a) THE ARRANGERS AND ITS AFFILIATES MAY, NOW AND/OR IN THE FUTURE, HAVE OTHER INVESTMENT AND COMMERCIAL BANKING, TRUST AND OTHER RELATIONSHIPS WITH THE ORIGINATOR AND/ OR ISSUER AND WITH OTHER PERSONS ("**OTHER PERSONS**");
- (b) AS A RESULT OF THOSE OTHER RELATIONSHIPS, MEMBERS OF THE ARRANGERS OR ITS GROUP MAY GET INFORMATION ABOUT OTHER PERSONS, THE ISSUER AND/OR THE DEBENTURES OR THAT MAY BE RELEVANT TO ANY OF THEM. DESPITE THIS, NO MEMBER OF THE ARRANGERS' GROUP WILL HAVE TO DISCLOSE SUCH INFORMATION, OR THE FACT THAT IT IS IN POSSESSION OF SUCH INFORMATION, TO ANY RECIPIENT OF THIS KEY INFORMATION DOCUMENT. IN ADDITION, NO MEMBER OF THE ARRANGERS AND/OR ITS AFFILIATES WILL HAVE TO USE SUCH INFORMATION IN PERFORMING ANY ROLE IN CONNECTION WITH THE DEBENTURES;
- (c) MEMBERS OF THE ARRANGERS AND/OR ITS AFFILIATES MAY, NOW AND IN THE FUTURE, HAVE FIDUCIARY OR OTHER RELATIONSHIPS UNDER WHICH IT, OR THEY, MAY EXERCISE VOTING POWER OVER SECURITIES OF VARIOUS PERSONS. THOSE SECURITIES MAY, FROM TIME TO TIME, INCLUDE SECURITIES OF THE ISSUER; AND
- (d) EACH MEMBER OF THE ARRANGERS AND/OR ITS AFFILIATES MAY EXERCISE SUCH VOTING POWERS, AND OTHERWISE PERFORM ITS FUNCTIONS IN CONNECTION WITH SUCH FIDUCIARY OR OTHER RELATIONSHIPS, WITHOUT REGARD TO ITS RELATIONSHIP TO THE ISSUER AND/OR THE DEBENTURES.
- (e) THE ARRANGER(S) MAY PURCHASE AND HOLD THE DEBENTURES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNTS OF ITS CUSTOMERS OR ENTER INTO OTHER TRANSACTIONS (INCLUDING DERIVATIVES) RELATING TO THE DEBENTURES AT THE SAME TIME AS THE OFFERING OF THE DEBENTURES. THE ARRANGERS MAY HAVE ENGAGED IN OR MAY IN THE FUTURE ENGAGE IN OTHER DEALINGS IN THE ORDINARY COURSE OF BUSINESS WITH THE ISSUER AND/OR ITS SUBSIDIARIES AND AFFILIATES.

THE ARRANGERS HAVE BEEN AUTHORISED TO DISTRIBUTE THIS KEY INFORMATION DOCUMENT IN CONNECTION WITH THE PLACEMENT OF THE DEBENTURES PROPOSED TO BE ISSUED UNDER THIS ISSUE.

THE ARRANGERS ARE NOT ACTING AS TRUSTEE OR FIDUCIARY FOR THE POTENTIAL INVESTOR; AND ARE UNDER NO OBLIGATION TO CONDUCT ANY "KNOW YOUR CUSTOMER" OR OTHER PROCEDURES IN RELATION TO ANY PERSON ON BEHALF OF ANY POTENTIAL INVESTOR.

NEITHER THE ARRANGER NOR ITS AFFILIATES OR ITS OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AGENTS, ADVISORS OR REPRESENTATIVES IS RESPONSIBLE FOR:

- (a) THE LEGALITY, VALIDITY, EFFECTIVENESS, ADEQUACY OR ENFORCEABILITY OF ANY TRANSACTION DOCUMENT OR ANY OTHER AGREEMENT, ARRANGEMENT OR DOCUMENT ENTERED INTO, MADE OR EXECUTED IN ANTICIPATION OF OR IN CONNECTION WITH ANY TRANSACTION DOCUMENT; OR

- (b) ANY DETERMINATION AS TO WHETHER ANY INFORMATION PROVIDED OR TO BE PROVIDED TO ANY FINANCE PARTY IS NON-PUBLIC INFORMATION THE USE OF WHICH MAY BE REGULATED OR PROHIBITED BY APPLICABLE LAW OR REGULATION OR OTHERWISE.

THIS KEY INFORMATION DOCUMENT IS A MEDIUM OF SHARING INFORMATION TO POTENTIAL INVESTORS WITH AN OBJECTIVE TO PROVIDE AN INVESTMENT OPPORTUNITY IN THE DEBENTURES AND OUTLINE THE TRANSACTION STRUCTURE. THIS KEY INFORMATION DOCUMENT MAY ALSO CONTAIN INFORMATION ABOUT PARTIES TO THE TRANSACTION, WHICH ARE OF CONFIDENTIAL NATURE AND NOT PUBLICLY AVAILABLE. ANY DISSEMINATION OF THIS KEY INFORMATION DOCUMENT TO A PARTY OTHER THAN TO WHOM IT HAS BEEN SENT AND USE OF THE INFORMATION CONTAINED IN THIS KEY INFORMATION DOCUMENT FOR PURPOSES OTHER THAN OF A POTENTIAL INVESTOR FOR THIS ISSUE IS STRICTLY PROHIBITED.

Table indicating references of disclosure requirements under Form PAS-4

Sr. No.	Particulars	Page No.
	PART A	
1.	GENERAL INFORMATION	
(a)	Name, address, website, if any, and other contact details of the company indicating both registered office and corporate office;	Name: Prospera Healthcorp Private Limited Registered Office Address: PNo.13,Thiru.Vee.Ka.Nagar, Grace Garden,Vannara Pattai, Puthur, Tiruchirappalli - 620017 Corporate Office Address: PNo.13,Thiru.Vee.Ka.Nagar, Grace Garden,Vannara Pattai, Puthur, Tiruchirappalli - 620017 Website: https://prosperahealthcorp.com/ Email Address: prospera@kauveryhospital.com Telephone Number: +91- 9677120839
(b)	Date of incorporation of the company;	26 th February, 2026
(c)	Business carried on by the company and its subsidiaries with the details of branches or units, if any; (i) The description of the Company's Principal Business Activities are as under; (ii) Details about the subsidiaries of the Company with the details of branches or units	As set out in paragraph 2, paragraph 3 and paragraph 4 of Section III (<i>General Information</i>) of the General Information Document
(d)	Brief particulars of the management of the company; (i) Details of Board of Directors of the Company & their profile (ii) Details of Key Management Personnel of the Company & their profile	As set out in paragraph 9 and paragraph 10 of Section III (<i>General Information</i>) of the General Information Document
(e)	Names, addresses, DIN and occupations of the directors;	As set out in paragraph 10 of Section III (<i>General Information</i>) of the General Information Document
(f)	Management's perception of risk factors;	As set out in Section IV (<i>Risk Factors</i>) of the General Information Document

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(g)	Details of default, if any, including therein the amount involved, duration of default and present status, in repayment of: (i) statutory dues; (ii) debentures and interest thereon; (iii) deposits and interest thereon; (iv) loan from any bank or financial institution and interest thereon;	As set out in paragraph 20 of Section III (<i>General Information</i>) of the General Information Document
(h)	Names, designation, address and phone number, email ID of the nodal/ compliance officer of the company, if any, for the private placement offer process;	As set out in paragraph 26 of Section III (<i>General Information</i>) of the General Information Document
(i)	Registrar of the issue	Purva Sharegistry India Private Limited
(j)	Valuation Agency	Not Applicable
(k)	Auditors	Mukund M. Chitale & Co Address: 2 nd Floor, Kapur House, Paranjape B Scheme Road No.1, Vile Parle (E), Mumbai – 400057. Peer review certificate No.: 016643
(l)	Any default in annual filing of the company under the Companies Act, 2013 or rules made thereunder;	As set out in paragraph 37 of Section III (<i>General Information</i>) of the General Information Document
2.	PARTICULARS OF THE OFFER	
(a)	Financial position of the company for the last 3 financial years;	As set out in Annexure 6 (<i>Audited Financial Statements and Auditors' Reports</i>) of the General Information Document
(b)	Date of passing of board resolution;	02 nd July 2026
(c)	Date of passing of resolution in the general meeting, authorizing the offer of securities;	02 nd July 2026
(d)	Kinds of securities offered (i.e. whether share or debenture) and class of security; the total	As set out in Section VI (<i>Particulars of the Offer</i>) of this Key Information Document

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	number of shares or other securities to be issued;	
(e)	Price at which the security is being offered including the premium, if any, along with justification of the price;	As set out in Section VI (<i>Particulars of the Offer</i>) of this Key Information Document
(f)	Name and address of the valuer who performed valuation of the security offered; and basis on which the price has been arrived at along with report of the registered valuer;	Not Applicable
(g)	Relevant date with reference to which the price has been arrived at; [Relevant Date means a date at least thirty days prior to the date on which the general meeting of the company is scheduled to be held.]	Not applicable for issuance of non-convertible debentures
(h)	The class or classes of persons to whom the allotment is proposed to be made;	Eligible Investors as defined in this Key Information Document
(i)	Intention of promoters, directors or key managerial personnel to subscribe to the offer	Not Applicable
(j)	The proposed time within which the allotment shall be completed;	Allotment of the Debentures shall be completed on the Deemed Date of Allotment as specified in this Key Information Document. The Debentures shall be credited to the demat account of the Investor no later than 1 (one) day from the Deemed Date of Allotment.
(k)	The names of the proposed allottees and the percentage of post private placement capital that may be held by them;	Standard Chartered Bank. Percentage change in capital is not applicable as only non-convertible debentures are being issued under this Key Information Document
(l)	The change in control, if any, in the company that would occur consequent to the private placement;	Not applicable as only non-convertible debentures are being issued under this Key Information Document
(m)	The number of persons to whom allotment on preferential basis/private placement/rights issue has already been made during the year, in terms of number of securities as well as price;	Nil
(n)	The justification for the allotment	Not Applicable

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	proposed to be made for consideration other than cash together with valuation report of the registered valuer;	
(o)	Amount which the company intends to raise by way of securities;	INR 335,00,00,000/- (Indian Rupees Three Hundred and Thirty Five Crores only)
(p)	Terms of raising of securities: Duration, if applicable, Rate of dividend or rate of interest, mode of payment and repayment;	(i) Duration, if applicable – As specified in Section VI (<i>Particulars of Offer</i>) of this Key Information Document. (ii) Rate of dividend – Not Applicable (iii) Rate of interest – As specified in Section VI (<i>Particulars of Offer</i>) of this Key Information Document. (iv) Mode of payment – As specified in Section VI (<i>Particulars of Offer</i>) of this Key Information Document. (v) Mode of repayment – As specified in Section VI (<i>Particulars of Offer</i>) of this Key Information Document.
(q)	Proposed time schedule for which the General Information Document is valid;	One year from the Issue Opening Date of the first issue of Securities issued pursuant to the General Information Document
(r)	Purposes and objects of the offer;	As specified in Section VI (<i>Particulars of Offer</i>) of this Key Information Document.
(s)	Contribution being made by the promoters or directors either as part of the offer or separately in furtherance of such objects;	Not Applicable
(t)	Principle terms of assets charged as security, if applicable;	As provided in Annexure 3 (<i>Description regarding Security</i>) of this Key Information Document
(u)	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;	No significant or material orders have been passed by any Regulators, Courts or Tribunals impacting the going concern status of the Company or the status of its future operations.
(v)	The pre-issue and post issue shareholding pattern of the company;	There will be no change in the shareholding pattern pre and post issuance of Debentures. Please refer to Annexure 4 (<i>Shareholding Pattern</i>) of the General Information Document for the shareholding pattern of the Company
3.	MODE OF PAYMENT OF SUBSCRIPTION	All payments must be made through ECS / NEFT / RTGS or such other online payment mechanism permitted under the SEBI Debt Regulations.
4.	DISCLOSURES WITH REGARD TO INTEREST OF DIRECTORS, LITIGATION	

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	ETC.	
(a)	Any financial or other material interest of the directors, promoters or key managerial personnel in the offer and the effect of such interest in so far as it is different from the interests of other persons;	As set out in paragraph (a) of Section VI of the General Information Document (<i>Disclosure with regard to the interest of directors, litigation, related party contracts, audit qualification, etc.</i>)
(b)	Details of any litigation or legal action pending or taken by any Ministry or Department of the Government or a statutory authority against any promoter of the offeree company during the last three years immediately preceding the year of the circulation of the Key Information Document and any direction issued by such Ministry or Department or statutory authority upon conclusion of such litigation or legal action shall be disclosed;	As set out in paragraph (b) of Section VI of the General Information Document (<i>Disclosure with regard to the interest of directors, litigation, related party contracts, audit qualification, etc.</i>)
(c)	Remuneration of directors (during the current year and last three financial years);	As set out in paragraph (c) of Section VI of the General Information Document (<i>Disclosure with regard to the interest of directors, litigation, related party contracts, audit qualification, etc.</i>)
(d)	Related party transactions entered during the last three financial years immediately preceding the year of circulation of Key Information Document including with regard to loans made or, guarantees given or securities provided;	As set out in paragraph (d) of Section VI of the General Information Document (<i>Disclosure with regard to the interest of directors, litigation, related party contracts, audit qualification, etc.</i>)
(e)	Summary of reservations or qualifications or adverse remarks of auditors in the last five financial years immediately preceding the year of circulation of Key Information Document and of their impact on the financial statements and financial position of the company and the corrective steps taken and proposed to be taken by the company for each of the said reservations or qualifications or adverse remark;	As set out in paragraph (e) of Section VI of the General Information Document (<i>Disclosure with regard to the interest of directors, litigation, related party contracts, audit qualification, etc.</i>)

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(f)	Details of any inquiry, inspections or investigations initiated or conducted under the Companies Act or any previous company law in the last three years immediately preceding the year of circulation of Key Information Document in the case of company and all of its subsidiaries. Also if there were any prosecutions filed (whether pending or not) fines imposed, compounding of offences in the last three years immediately preceding the year of the Key Information Document and if so, section-wise details thereof for the company and all of its subsidiaries;	As set out in paragraph (f) and paragraph (g) of Section VI of the General Information Document (<i>Disclosure with regard to the interest of directors, litigation, related party contracts, audit qualification, etc.</i>)
(g)	Details of acts of material frauds committed against the company in the last three years, if any, and if so, the action taken by the company.	As set out in paragraph (j) of Section VI of the General Information Document (<i>Disclosure with regard to the interest of directors, litigation, related party contracts, audit qualification, etc.</i>)
5.	FINANCIAL POSITION OF THE COMPANY	
(a)	The capital structure of the company in the following manner in a tabular form-	
(i)	the authorised, issued, subscribed and paid up capital (number of securities, description and aggregate nominal value);	As set out in paragraph 1 of Section VII of the General Information Document (<i>Financial Position of the Company</i>)
(ii)	size of the present offer;	Up to INR 335,00,00,000/- (Indian Rupees Three Hundred and Thirty Five Crores only)
(iii)	paid up capital	As set out in paragraph 1 of Section VII of the General Information Document (<i>Financial Position of the Company</i>)
(I)	after the offer;	As set out in paragraph 1 of Section VII of the General Information Document (<i>Financial Position of the Company</i>)
(II)	after conversion of convertible instruments (if applicable)	Not Applicable as no convertible instruments are being issued
(iv)	share premium account (before and after the offer) (a) Before the offer:	As set out in paragraph 1 of Section VII of the General Information Document (<i>Financial Position of the Company</i>)

Sr. No.	Particulars	Page No.
	(b) After the offer:	
(v)	the details of the existing share capital of the Company in a tabular form, indicating therein with regard to each allotment, the date of allotment, the number of shares allotted, the face value of the shares allotted, the price and the form of consideration;	As set out in paragraph 5 and 6 of Section VII of the General Information Document (<i>Financial Position of the Company</i>)
(vii)	the number and price at which each of the allotments were made in the last one year preceding the date of the private placement offer cum application letter:	As set out in paragraph 6 of Section VII of the General Information Document (<i>Financial Position of the Company</i>)
(b)	Profits of the company, before and after making provision for tax, for the three financial years immediately preceding the date of circulation of Key Information Document;	As set out in paragraph 11 of Section VII of the General Information Document (<i>Financial Position of the Company</i>)
(c)	Dividends declared by the company in respect of the said three financial years; interest coverage ratio for last three years (cash profit after tax plus interest paid/interest paid)	As set out in paragraph 12 of Section VII of the General Information Document (<i>Financial Position of the Company</i>)
(d)	A summary of the financial position of the company as in the three audited balance sheets immediately preceding the date of issue of the Key Information Document;	Refer to Annexure 6 of the General Information Document and as set out in paragraph 14 of Section III of the General Information Document (<i>General Information</i>)
(e)	Audited Cash Flow Statement for the three years immediately preceding the date of issue of Key Information Document;	Refer to Annexure 6 of the General Information Document
(f)	Any change in accounting policies during the last three years and their effect on the profits and the reserves of the company.	As set out in paragraph 15 of Section VII of the General Information Document (<i>Financial Position of the Company</i>)

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	PART B	
	(To be filed by the Applicant) (i) Name (ii) Father's name (iii) Complete Address including Flat/House Number, Street, Locality, Pin Code (iv) Phone number, if any (v) Email ID, if any (vi) PAN Number (vii) Bank Account Details: (viii) Tick whichever is applicable:- (a) The applicant is not required to obtain Government approval under the Foreign Exchange Management (Non-debt Instruments) Rules, 2019 prior to subscription of shares.- ☐ (b) The applicant is required 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 Initial of the Officer of the company designated to keep the record	As set out in Annexure 8 of this Key Information Document (<i>Application Form</i>)
6.	A DECLARATION BY THE DIRECTORS THAT- (a) the company has complied with the provisions of the Companies Act and the	As set out in Section IX (<i>Declaration</i>)

Sr. No.	Particulars	Page No.
	rules made thereunder; (b) the compliance with the Companies Act and the rules does not imply that payment of dividend or interest or repayment of 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 the Key Information Document.	
7.	Annexures	(i) A copy of the board resolution dated 02nd July 2026 authorizing the issuance of the Debentures is attached as Annexure 9 of this Key Information Document (<i>Board Resolution</i>). (ii) A copy of the shareholders resolution dated 02nd July 2026 under Section 42 and 71 of the Companies Act, 2013, is attached as Annexure 10 of this Key Information Document (<i>Shareholders' Resolution</i>). (iii) An extract of the Debenture Trust Deed laying out the covenants of the issue is attached as Annexure 1 of this Key Information Document (<i>Covenants of the Issue</i>). (iv) An extract of the Debenture Trust Deed laying out the terms of early redemption is attached as Annexure 2 of this Key Information Document (<i>Early Redemption</i>). (v) An extract of the Debenture Trust Deed laying out the description regarding security for the issue is attached as Annexure 3 of this Key Information Document (<i>Description regarding Security</i>). (vi) An extract of the Debenture Trust Deed laying out the conditions precedent to disbursement is attached as Annexure 4 of this Key Information Document (<i>Conditions Precedent to Disbursement</i>). (vii) An extract of the Debenture Trust Deed laying out the conditions subsequent to disbursement is attached as Annexure 5 of this Key Information Document (<i>Conditions Subsequent to Disbursement</i>). (viii) An extract of the Debenture Trust Deed laying out the events of default is attached as Annexure 6 of this Key Information Document (<i>Events of Default</i>). (ix) An extract of the Debenture Trust Deed laying out the powers and duties of the Debenture Trustee is attached as Annexure 7 of this Key Information Document (<i>Powers and Duties of the Debenture Trustee</i>). (x) A copy of the Application Form is attached as

Sr. No.	Particulars	Page No.
		Annexure 8 of this Key Information Document (<i>Application Form</i>). (xi) A copy of the in-principle listing approval from the BSE is attached as Annexure 11 of this Key Information Document (<i>In-Principle Listing Approval</i>). (xii) A copy of the consent letter from the directors by way of approval vide Board resolution dated 2nd July 2026 is attached as Annexure 12 of this Key Information Document (<i>Consent Letter from the Directors</i>). (xiii) A copy of the consent from the existing lenders of the Target is attached as Annexure 13 of this Key Information Document (<i>Consent from the Existing Lenders of SKMCIL</i>). (xiv) A copy of the execution version of the debenture trustee agreement is attached as Annexure 14 of this Key Information Document (<i>Debenture Trustee Appointment Agreement</i>). (xv) A copy of the consent letter from the registrar to the issue is attached as Annexure 15 of this Key Information Document (<i>Consent Letter from the Registrar to the Issue</i>). (xvi) A copy of the consent letter from the debenture trustee is attached as Annexure 16 of this Key Information Document (<i>Consent Letter from the Debenture Trustee</i>). (xvii) A copy of the detailed press release of the Rating Agency Including the credit report is attached as Annexure 17 of this Key Information Document (<i>Detailed Press Release of the Rating Agency Including the Credit Report</i>). (xviii) A copy of the execution version of the personal guarantee is attached as Annexure 18-A of this Key Information Document (<i>Personal Guarantor</i>). (xix) A copy of the execution version of the corporate guarantee is attached as Annexure 18-B of this Key Information Document (<i>Corporate Guarantor</i>).

SECTION III - GENERAL INFORMATION

1. Company

Name: Prospera Healthcorp Private Limited

Date of incorporation: 26th February, 2026

Registered office: PNo.13,Thiru.Vee.Ka.Nagar, Grace Garden,Vannara Pattai, Puthur, Tiruchirappalli-620017 .

Corporate Office: PNo.13,Thiru.Vee.Ka.Nagar, Grace Garden,Vannara Pattai, Puthur, Tiruchirappalli-620017

Website: <https://prosperahealthcorp.com/>

Tel: +91- 9677120839

2. 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:

(i) Purpose of the placement:

The proceeds of the placement of the Debentures shall be used for:

- a. Payment and discharge of the acquisition consideration and deposit of tax withheld for the acquisition of all rights, title and interest, in and to certain compulsorily convertible preference shares of Sri Kauvery Medical Care (India) Limited ("Target") amounting to 5.37% of the fully diluted paid up share capital of the Target, free and clear of all encumbrances; and
- b. funding the payment of any fees, costs and expenses in connection with the transactions contemplated under the Finance Documents.

(ii) Break-up of the cost of the project for which the money is being raised:

Not Applicable

(iii) Means of financing for the project:

Not Applicable

(iv) Proposed deployment status of the proceeds at each stage of the project:

Not Applicable

3. Project cost and means of financing, in case of funding of new projects

Not Applicable

4. Debt: equity ratio prior to and after issue of the debt security

Before the issue of debt securities	-0.4
After the issue of debt securities	-243.2

5. Additional Disclosures and Reports:

(a) If the proceeds, or any part of the proceeds, of the Issue are or is to be applied directly or indirectly: - **NOT APPLICABLE**

- (i) in the purchase of any business; or
- (ii) in the purchase of an interest in any business and by reason of that purchase, or anything to be done in consequence thereof, or in connection therewith,

the Company shall become entitled to an interest in either the capital or profits and losses or both, in such business exceeding fifty per cent. thereof, a report made by a chartered accountant (who shall be named in the Key Information Document) upon –

- A. the profits or losses of the business for each of the three financial years immediately preceding the date of the issue of the Key Information Document; and
 - B. the assets and liabilities of the business as on the latest date to which the accounts of the business were made up, being a date not more than one hundred and twenty days before the date of the issue of the Key Information Document.
- (iii) In purchase or acquisition of any immoveable property including indirect acquisition of immoveable property for which advances have been paid to third parties, disclosures regarding: - **NOT APPLICABLE**
- A. the names, addresses, descriptions and occupations of the vendors.
 - B. the amount paid or payable in cash, to the vendor and where there is more than one vendor, or the company is a sub-purchaser, the amount so paid or payable to each vendor, specifying separately the amount, if any, paid or payable for goodwill.
 - C. the nature of the title or interest in such property proposed to be acquired by the company.
 - D. the particulars of every transaction relating to the property completed within the two preceding years, in which any vendor of the property or any person who is or was at the time of the transaction, a promoter or a director or proposed director of the company, had any interest, direct or indirect, specifying the date of the transaction and the name of such promoter, director or proposed director and stating the amount payable by or to such vendor, promoter, director or proposed director in respect of the transaction.

Provided that the disclosures specified in sub-paragraphs (A) to (D) 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 (A) to (D) 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 (g) of paragraph 3.3.41 of this Schedule. A checklist item in the 'Security and Covenant Monitoring System' shall also be included for providing the detailed disclosures, as specified in sub-clauses (A) to (D)

above, to the debenture trustee and confirmation of the same by the Debenture Trustee.

(b) If: **NOT APPLICABLE**

- (i) the proceeds, or any part of the proceeds, of the Issue are or are to be applied directly or indirectly and in any manner resulting in the acquisition by the Company of shares in any other body corporate; and
- (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 Key Information Document) upon –
 - A. 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
 - B. the assets and liabilities of the other body corporate as on the latest date to which its accounts were made up

(c) The said report shall: **NOT APPLICABLE**

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

(d) **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 Company and its subsidiaries or associates, matters relating to terms and conditions of the term loans including rescheduling, prepayment, penalty, default:**

The Company does not have any borrowing or lending policy as it is not in the business of lending.

(e) **The aggregate number of securities of the 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 Company, and by the directors of the Company and their relatives, within six months immediately preceding the date of filing this Key Information Document with the Registrar of Companies:**

As set out in the para 15(e) of Section III in the General Information Document.

(f) **The matters relating to:**

(i) **Material Contracts:**

By the very nature and volume of its business, the Company is involved in a large number of transactions involving financial obligations and therefore it may not be possible to furnish details of all material contracts and agreements involving financial

obligations of the Company. However, the contracts referred to below which are or may be deemed to be material for the issue have been entered into by the Company:

- Certified copy of the memorandum and articles of association of the Issuer;
- Certified true copy of the resolution passed by the Board approving the issue of the Debentures;
- Credit rating letter from the Rating Agencies;
- Letter given by the Debenture Trustee giving its consent for acting as trustee to the Debentures offered under the Issue;
- Debenture Trust Deed; and
- Debenture Trustee Appointment Agreement and other transaction related documents.

(iii) **Time and place at which the contracts together with documents will be available for inspection from the date of the relevant Key Information Document until the date of closing of subscription list:**

Copies of these contracts may be inspected at the registered office of the Company between 10:00 A.M to 6:00 P.M on any working day until the Issue Closing Date

6. Creation of Debenture Redemption Reserve (DRR) / Capital Redemption Reserve (CRR) - relevant legislations and applicability

As per Rule 18(7) of the Companies (Share Capital and Debentures) Rules, 2014, debenture redemption reserve is not required to be created by the Company.

7. 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:

As at the date of this Key Information Document, India Ratings & Research Private Limited has assigned a “Provisional IND A-/Stable” rating **for the issuance of Debentures**. The Company’s liquidity profile is supported by the absence of any debt repayment obligations during the NCD tenure. **Please refer to Annexure 17 (Detailed Press Release of the Rating Agency including the Credit Rating Letter and Rating Rationale) of this Key Information Document for a copy of the press release. The Company hereby declares that the rating is valid on the date of this Key Information Document and listing of the Debentures,**

8. Issue/instrument specific regulations: The issuance has been made in compliance with the Companies Act and regulations thereunder, SEBI Debt Regulations and Master Circular.

Delay in listing: The Debentures will be listed on the debt market segment of the Designated Stock Exchange within 3 (three) Trading Days from the Deemed Date of Allotment.

In case of delay in listing beyond the timelines specified above, the Company will pay penal interest of 1% p.a. over the PIK Rate to the Debenture Holders from the Deemed Date of Allotment to the date of listing of Debentures

Delay in allotment of securities: The Issuer shall allot the Debentures within the timeline in accordance with Applicable Law and if the Issuer is not able to allot the Debentures within such period, it shall return the application money to the subscribers with additional interest as provided under applicable law.

Default in payment: In case of default (including delay) in payment of interest and/or redemption of principal in respect of the Debentures on the Final Redemption Date or any Early Redemption Date, the Issuer shall pay additional interest at the rate of 2% per annum over and above the applicable PIK rate for the period of such default, i.e., from the due date until the date of actual payment

9. Details of default and non-payment for the preceding three financial years and the current financial year, if any, including therein the amount involved, duration of default and present status, in repayment of:

- (a) **statutory dues:** As provided in the General Information Document
- (b) **debentures and interest thereon:** As provided in the General Information Document
- (c) **deposits and interest thereon:** As provided in the General Information Document
- (d) **loan from any bank or financial institution and interest thereon:** As provided in the General Information Document

10. Disclosure required under form PAS-4 under Companies (Prospectus and Allotment of Securities), Rules, 2014 but not contained in this Key Information Document, if any:

Nil.

11. 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

12. Compliance officer of the Company:

Name: Varshini R

Address: PNo.13, Thiru.Vee.Ka.Nagar, Grace Garden, Vannara Pattai, Puthur, Tiruchirappalli-620017

Email: varshiniravichandran@kauveryhospital.com

Tel No.: +91 96771 20839

Investors can contact the compliance officer in case of any Pre-Issue or Post-Issue related problems such as non-receipt of letters of allotment, if any, etc. in the respective beneficiary account or refund orders, etc.

13. Debenture Trustee of the Issue – Catalyst Trusteeship Limited

14. Rating Agency of the Issue – India Ratings & Research Private Limited

15. Legal Counsel of the Company (if any) – Nil

16. Guarantor (if applicable) –

I. Personal Guarantee of the following individuals:

- a. Dr S Chandrakumar;
- b. Mrs. C Dhanalakshmi;
- c. Dr S Manivannan;
- d. Dr N Suchitra;
- e. Dr D Senguttuvan;

- f. Mrs. Mala Senguttuvan;
- g. Dr S Aravindan;
- h. Mrs. Nalini Aravindan;
- i. Mr. P Selvaraju;
- j. Dr S Vijayabaskaran;
- k. Mrs. Geetha K;

II. Corporate Guarantee by Udayam Medical Centre (Trichy) Private Limited

17. **Arrangers – Standard Chartered Bank**

18. **Additional details with respect to auditors of the Company**

Name	Address	Date of appointment
Mukund M. Chitale & Co	Address: 2 nd Floor, Kapur House, Paranjape B Scheme Road No.1, Vile Parle (E) , Mumbai 400057 Tel. No.: +91 9420001858 Email Address: skulkarni@mmchitale.com Peer Review Certificate No.: 016643 Website: https://www.mmchitale.com/	17/06/2026

19. **Details of change in auditor for preceding three financial years and current financial year:**

Name	Address	Date of Appointment	Date of cessation, if applicable	Date of resignation, if applicable
M.K. Dandekar & Co LLP	No. 185 (old No. 100) 2 nd Floor, Poonamallee High Road, Kilpauk, Chennai- 600010	19 March 2026	-	11 June 2026
Mukund M. Chitale & Co	2 nd Floor, Kapur House, Paranjape B Scheme Road No.1, Vile Parle (E), Mumbai 400057	17 June 2026	-	Not Applicable

20. **Recognised stock exchange where the debt securities are proposed to be listed**

The Securities are proposed to be listed on the WDM segment of BSE. The Company has obtained an “in-principle” approval for listing of the Debentures from BSE on July 21, 2026.

Please refer to Annexure 1 (*In-Principle Listing Approval*) of the General Information Document and Annexure 11 (*In-Principle Listing Approval*) of this Key Information Document for a copy of the in-principle approval.

The details of the stock exchange are as provided below:

Bombay Stock Exchange

Tel No.: 91-22-22721233/4, 91-22-66545695

Fax No.: 91-22-22721919

Website: www.bseindia.com

21. Expenses of the Issue

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

Item of Expense	Amount of Fees (In INR lakhs)	Amount as Percentage of Total Issue Expense	Amount as Percentage of Total Issue Size
Lead manager(s) fees	Not Applicable	Not Applicable	Not Applicable
Underwriting commission	Not Applicable	Not Applicable	Not Applicable
Brokerage, selling commission and upload fees	Not Applicable	Not Applicable	Not Applicable
Fees payable to the registrars to the issue	0.6	0.10%	0.00%
Fees payable to the legal Advisors	Not Applicable	Not Applicable	Not Applicable
Advertising and marketing expenses	Not Applicable	Not Applicable	Not Applicable
Fees payable to the regulators including stock exchanges	8.6	1.42%	0.03%
Expenses incurred on printing and distribution of issue stationary	Not Applicable	Not Applicable	Not Applicable

Any other fees, commission or payments under whatever nomenclature	597.4*	98.48%	1.78%
Total	606.7	100%	1.81%

*Note: Estimated issue expenses are exclusive of GST.

22. Consents

Consents in writing of:

- (a) **the Directors of the Company:** Resolution of the board of directors dated 02nd July 2026
- (b) **Debenture Trustee:** As set out in Annexure 16 (*Consent letter from the Debenture trustee*) of this Key Information Document.
- (c) **Legal Counsel for the Issue:** Not Applicable
- (d) **Bankers to the Issuer:** As the Debentures will be issued by way of private placement to identified investors in accordance with the process prescribed by SEBI, no bankers have been appointed in respect of such issue of Debentures.
- (e) **Registrar to the Issue:** Consent attached as Annexure 15 (*Consent from Registrar to the Issue*) of this Key Information Document.
- (f) **Lenders of the Target:** As set out in Annexure 13 (*Consent letter from the existing Lenders of SKMCIL*) of this Key Information Document.
- (g) **Experts:** As the Debentures will be issued by way of private placement to identified investors in accordance with the process prescribed by SEBI, and as no statements or confirmations from any experts are being obtained in respect of this issue of Debentures, the Issuer believes that no specific consent from the experts is required.

All other consents required for the issuance of the Debentures have been obtained and are in place.

23. The name of the Debentures Trustee shall be mentioned with statement to the effect that debenture trustee(s) has given its consent for appointment along with copy of the consent letter from the debenture trustee:

Catalyst Trusteeship Limited. Catalyst Trusteeship Limited has given its consent for appointment, *vide* letter issued by Catalyst Trusteeship Limited bearing ref no CL/DEB/26-27/120 dated 21 April 2026, as annexed under Annexure 16 of this Key Information Document.

24. Financial position of the Company for the last 3 financial years:

As laid out in Annexure 6 (*Audited Financial Statements and Auditors' Reports*) of the General Information Document.

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

General Information Document and / or the relevant Key Information Document.

The Debentures are proposed to be backed by a personal guarantee executed/to be executed as a condition precedent to the Pay In Date, a copy of the execution version of which is provided in Annexure 18-A (Personal Guarantee) of this Key Information Document, as well as a corporate guarantee executed/to be executed as a condition precedent to the Pay In Date, a copy of the execution version of which is provided in Annexure 18-B (Corporate Guarantee) of this Key Information Document. The procedure of invocation of guarantee, receipt of payment by the Investor along with timelines is captured in the respective guarantees.

26. Application Process.

As set out in Section VII (Terms of the Offer or Purchase).

SECTION IV - MATERIAL CHANGES TO INFORMATION PROVIDED IN GENERAL INFORMATION DOCUMENT

There are no material changes to the information provided under the General Information Document, since the issue of the General Information Document, relevant to the Issue or which are required to be disclosed under this Key Information Document.

**SECTION V - MATERIAL DEVELOPMENTS NOT DISCLOSED IN THE GENERAL
INFORMATION DOCUMENT SINCE ISSUE OF GENERAL INFORMATION DOCUMENT**

There are no material developments since the issue of the General Information Document, relevant to the Issue of the Debentures under this Key Information Document or which are required to be disclosed under this Key Information Document.

SECTION VI - PARTICULARS OF THE OFFER

Authority for the placement

This private placement of Securities is being made pursuant to the resolution of the Board of Directors passed at its meeting held on 02nd July 2026 which has approved the placement of up to 33,500 (Thirty Three Thousand Five Hundred) Debentures and, the shareholders of the Company have *vide* a resolution dated 02nd July 2026 approved the issuance of 33,500 (Thirty Three Thousand Five Hundred] Debentures. The particulars of the offer in relation to the Securities shall be as described below.

Security Name (Name of the non-convertible securities which includes (Coupon/dividend, Issuer Name and maturity year)	11.81% PIK Non Convertible Debentures - Prospera Healthcorp Private Limited - 2029
Issuer	Prospera Healthcorp Private Limited
Type of Instrument	INR-denominated, listed, rated, secured, redeemable, transferable, interest-bearing, non-convertible debentures (" Debentures " or " NCDs ")
Nature of Instrument (Secured or Unsecured)	Secured
Seniority (Senior or Subordinated)	Senior
Eligible Investors	Standard Chartered Bank.
Anchor Investors	Not Applicable
Respective Anchor Amount (maximum of 30% of Issue)	Not Applicable
Remaining portion of the base issue size under the non-anchor portion available for bidding in EBP	Not Applicable
Total non-anchor portion available for bidding in EBP	Not Applicable
Listing (including name of stock Exchange(s) where it will be listed and timeline for listing)	BSE

Rating of the Instrument	Provisional IND A-/ Stable
Issue Size	INR 335,00,00,000/- (Indian Rupees Three Hundred and Thirty Five Crores Only)
Minimum Subscription	1 (one) Debenture of face value INR 1,00,000/-(Indian Rupees One Lakh) and in multiples of 1 (one) Debenture thereafter.
Option to retain oversubscription (Amount)	Not Applicable
Objects of the Issue/ Purpose for which there is requirement of funds	Purpose for which there is a requirement of funds: 1. Payment and discharge of the acquisition consideration and deposit of tax withheld for the acquisition of all rights, title and interest, in and to certain compulsorily convertible preference shares of Sri Kauvery Medical Care (India) Limited ("Target") amounting to 5.37% of the fully diluted paid up share capital of the Target, free and clear of all encumbrances; and 2. funding the payment of any fees, costs and expenses in connection with the transactions contemplated under the Finance Documents.
In case the Issuer is an NBFC and the objects of the issue entail loan to any entity who is a 'group company' then disclosures shall be made in the format provided in the SEBI Debt Regulations.	The Issuer is not an NBFC.
Details of the utilisation of the Proceeds	The proceeds of the issue of the Debentures shall be used for: 1. Payment and discharge of the acquisition consideration and deposit of tax withheld for the acquisition of all rights, title and interest, in and to certain compulsorily convertible preference shares of Sri Kauvery Medical Care (India) Limited ("Target") amounting to 5.37% of the fully diluted paid up share capital of the Target, free and clear of all encumbrances; and 2. funding the payment of any fees, costs and expenses in connection with the transactions contemplated under the Finance Documents.
Interest Rate Parameter	Fixed (PIK – Payment in Kind)
Coupon/PIK/Dividend rate	PIK Rate of 11.81% per annum, compounded annually on each anniversary of the Deemed Date of Allotment
Step Up/Step Down Coupon Rate	Not Applicable
Coupon/ PIK/	PIK Amount payable on the earlier of (i) Early Redemption Date or (ii) Final

Dividend Payment Frequency	Redemption Date (i.e., bullet payment at maturity) <i>(each capitalised term as defined under the Debenture Trust Deed)</i> .
Coupon/ PIK/ Dividend Payment Dates	PIK Payment Date: the earlier of (i) Early Redemption Date or (ii) Final Redemption Date (being the date falling on the expiry of 36 (thirty six) months from the Deemed Date of Allotment). <i>(each capitalised term as defined under the Debenture Trust Deed)</i> .
Cumulative/ non cumulative, in case of dividend	Not Applicable
Coupon Type (Fixed, floating or other structure)	Fixed
Coupon Reset Process (including rates, spread, effective date, interest rate cap and floor etc).	Not Applicable
Day Count Basis	Actual/Actual
Interest on Application Money	Not Applicable
Default Interest Rate	2.00% per annum
Tenor	36 months
Redemption Date(s)	The date falling on the expiry of 36 (thirty six) months from the Deemed Date of Allotment (or any Early Redemption Date, as provided under the Debenture Trust Deed).
Redemption Amount	INR 1,00,000/- per Debenture (at par) plus accrued PIK Amount and any other amounts payable under the Finance Documents
Redemption Premium /Discount	Not Applicable
Issue Price	INR 1,00,000 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.	PIK of 11.81% capitalised and payable at redemption.

Put Date	Not Applicable						
Put Price	Not Applicable						
Call Date	Not Applicable						
Call Price	Not Applicable						
Put Notification Time (Timelines by which the investor needs to intimate the Company before exercising the put)	Not Applicable						
Call Notification Time (Timelines by which the Company needs to intimate the investors before exercising the call)	Not Applicable						
Face Value	INR. 1,00,000/- per Debenture						
Minimum Application and in multiples of thereafter	1 (One) Debenture each and in multiples of 1 (One) Debenture each thereafter						
Issue Timing							
1. Issue Opening Date	<table border="1"> <tr> <td>Date of opening of the issue: 06/08/2026</td><td>Date of closing of the issue: 06/08/2026</td></tr> <tr> <td colspan="2">Date of earliest closing of the issue, if any: 06/08/2026</td></tr> <tr> <td>Pay-in Date: 07/08/2026</td><td>Deemed Date of Allotment: 07/08/2026</td></tr> </table>	Date of opening of the issue: 06/08/2026	Date of closing of the issue: 06/08/2026	Date of earliest closing of the issue, if any: 06/08/2026		Pay-in Date: 07/08/2026	Deemed Date of Allotment: 07/08/2026
Date of opening of the issue: 06/08/2026	Date of closing of the issue: 06/08/2026						
Date of earliest closing of the issue, if any: 06/08/2026							
Pay-in Date: 07/08/2026	Deemed Date of Allotment: 07/08/2026						
2. Issue Closing Date							
3. Date of Earliest Closing of the Issue, if any							
4. Pay-in Date							
5. Deemed Date of Allotment							
Settlement mode of the Instrument	ECS, NEFT, RTGS or such other permissible banking modes of payment						
Depository	NSDL or CDSL, as the context may require.						
Disclosure of Interest/ Dividend/ Redemption Dates	Please refer to the "Coupon/PIK/Dividend rate", "Coupon/ PIK/ Dividend Payment Dates" and "Redemption Date(s)" sections above.						
Record Date	In connection with a payment, the date falling 15 (fifteen) days prior to the due date on which that payment is to be made to the Debenture Holders.						

All covenants of the issue (including side letters, accelerated payment clause, etc.)	As set out in Annexure 1 (<i>Covenants of the Issuer</i>) and Annexure 2 (<i>Early Redemption</i>) of this Key Information Document.
Description regarding Security (where applicable) (including, type of security (movable/ immovable/ tangible/ intangible 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)	Description regarding security: I. Movable Security: a) a first-ranking exclusive charge by way of hypothecation over the Hypothecated Properties (<i>as defined in the Debenture Trust Deed</i>) by the Company in accordance with the terms of the Deed of Hypothecation (<i>as defined in the Debenture Trust Deed</i>), created/to be created on or before the Deemed Date of Allotment; b) a first-ranking exclusive charge by way of a pledge over all equity shares of the Company held by the shareholders of the Company and representing, at all times till the full repayment of the Secured Obligations, at least 100% (one hundred per cent) of the equity share capital of the Issuer on a fully diluted basis, in accordance with the Pledge Agreement – Issuer (<i>as defined in the Debenture Trust Deed</i>), created/to be created on or before the Deemed Date of Allotment; c) a first-ranking exclusive charge by way of a pledge over certain securities of the Target held by the Pledgors – Target (<i>as defined in the Debenture Trust Deed</i>) and representing, at all times the Required Share Cover (<i>as defined in the Debenture Trust Deed</i>), in accordance with the Pledge Agreement – Target (<i>as defined in the Debenture Trust Deed</i>), created/to be created on or before the Deemed Date of Allotment; II. Other Security: d) demand promissory note from the Company in favour of the Debenture Trustee for recovery of principal amount of the Debentures, created/to be created on or before the Deemed Date of Allotment; e) non-disposal undertakings from the NDU Providers (<i>as defined in the Debenture Trust Deed</i>) in relation to their shareholding in the Target as required under the terms of the Debenture Trust Deed in accordance with the terms of the Non-Disposal Undertakings (<i>as defined in the Debenture Trust Deed</i>), created/to be created on or before the Deemed Date of Allotment; f) personal guarantee from each Personal Guarantor (<i>as defined in the Debenture Trust Deed</i>) to the extent of their shareholding in the Target as on the date of execution of the Debenture Trust Deed in accordance with the terms of the Deed of Personal Guarantee (<i>as defined in the Debenture Trust Deed</i>), created/to be created on or before the Deemed Date of Allotment; g) corporate guarantee from Udayam Medical Centre (Trichy) Private Limited to the extent of its shareholding in the Target as on the date of execution of the Debenture Trust Deed in accordance with the terms of the Deed of Corporate Guarantee (<i>as defined in the Debenture Trust</i>

	Deed), created/to be created on or before the Deemed Date of Allotment; and III. such other security or contractual comfort as may be required by the holders of the Debentures and / or the Debenture Trustee. Minimum security cover: a) The Company shall at all times till the Final Settlement Date maintain a minimum of 100% (one hundred per cent) security cover in respect of the Debentures, in accordance with Applicable Law. <i>(All capitalised terms shall have the meaning given to them in the Debenture Trust Deed.)</i>
Transaction Documents	Means: a) each Debenture; b) the Debenture Trustee Fee Letter; c) any fee letter entered into between the Issuer and the Debenture Holders (or any of them); d) the Debenture Trustee Appointment Agreement; e) the Debenture Trust Deed; f) the General Information Document; g) the Key Information Document; h) each End-Use Certificate; i) the Deed of Personal Guarantee; j) the Deed of Corporate Guarantee; k) the SHA NOC; l) each Security Document and notices and/or acknowledgements issued under each Security Document; m) demand promissory note from the Issuer in favour of the Debenture Trustee (for the benefit of the Secured Parties) for recovery of principal amount of the Debentures; n) any other Finance Document; o) the SHA; p) the SPA; and q) any other document designated in writing as a Transaction Document by the Debenture Trustee and the Issuer.
Conditions Precedent to Disbursement	As set out in Annexure 4 (<i>Conditions Precedent to Disbursement</i>) of this Key Information Document, including but not limited to: (a) delivery of corporate documents, constitutional documents, board and shareholder resolutions; (b) execution and delivery of all Finance Documents including the Debenture Trust Deed, Security Documents, Pledge Agreements, Deed of Hypothecation, Personal Guarantees and Corporate Guarantee; (c) creation and perfection of all Transaction Security; (d) receipt of all necessary consents and no-objection certificates; (e) appointment of Rating Agency, Registrar and Transfer Agent; (f) receipt of in-principle listing approval from BSE;

	(g) filing of all necessary forms with RoC, Central Registry and SEBI; and (h) such other conditions as set out in Schedule 2 of the Debenture Trust Deed. <i>(All capitalised terms shall have the meaning given to them in the Debenture Trust Deed.)</i>
Condition Subsequent to Disbursement	As set out in Annexure 5 (Conditions Subsequent to Disbursement) of this Key Information Document, including but not limited to: (a) on Deemed Date of Allotment – filing of return of allotment (PAS-3), board resolution authorising allotment, payment of stamp duty; (b) within 2 Trading Days of Deemed Date of Allotment – corporate action forms, credit of Debentures to demat accounts, transfer of proceeds from Pay-in Account; (c) within 3 Trading Days – confirmation of Listing permission from BSE and activation of ISIN; (d) within 7 days – End-Use Certificate; (e) within 30 days – filing of Form FC-TRS; (f) within 60 days – conversion of Target Shares (Permitted Acquisition) and creation of pledge over converted shares; and (g) such other conditions as set out in Schedule 3 of the Debenture Trust Deed. <i>(All capitalised terms shall have the meaning given to them in the Debenture Trust Deed.)</i>
Event of Default (including manner of voting/ conditions of joining inter creditor agreement)	As set out in Annexure 6 (<i>Events of Default</i>) of this Key Information Document.
Creation of recovery expense fund	The Company shall, within the time period prescribed under Chapter IV (Recovery Expenses Fund) of the SEBI Debenture Trustees Master Circular, establish and maintain the Recovery Expense Fund in such manner/mode as is prescribed under Chapter IV (Recovery Expenses Fund) of the SEBI Debenture Trustees Master Circular.
Conditions for breach of covenants (as specified in Debenture Trust Deed)	Please refer sub-sections named "Default Interest Rate" and "Events of Default" above.
Provisions related to Cross Default Clause	a) Any Financial Indebtedness of any Obligor or Target Group Member is not paid when due nor within any originally applicable grace period. b) Any Financial Indebtedness of any Obligor or Target Group Member is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default (howsoever

	described). c) Any commitment for any Financial Indebtedness of any Obligor or Target Group Member is cancelled or suspended by a creditor of that entity as a result of an event of default or credit review event (in each case, howsoever described). d) Any creditor of any Obligor or Target Group Member becomes entitled to declare any Financial Indebtedness of such person due and payable prior to its specified maturity as a result of an event of default or credit review event (in each case, however described). e) Any creditor of any Obligor or Target Group Member sends a notice to such Obligor or Target Group Member informing it that such creditor has become entitled to exercise its rights of conversion to convert any Financial Indebtedness into the equity of such Obligor or Target Group Member, in each case, as a result of an event of default (in each case, however described). f) In relation to any Target Group Member, no Event of Default will occur under this paragraph 4 (Cross-Default), if the default is remedied to the satisfaction of the Debenture Trustee within 15 (fifteen) days of the date of such default. <i>(All capitalised terms shall have the meaning given to them in the Debenture Trust Deed.)</i>
Role and Responsibilities of Debenture Trustee	As per SEBI (Debenture Trustee) Regulations, 1993, SEBI Debt Regulations, the Companies Act, the simplified listing agreement(s), each as amended from time to time, the Debenture Trust Deed (including as set out in Annexure 7 (<i>Powers and Duties of the Debenture trustee</i>) of this Key Information Document) and the Debenture Trustee Agreement. The Debenture Trustee shall perform its duties and obligations and exercise its rights and discretions, in keeping with the trust reposed in the Debenture Trustee by the Debenture Holders and shall further conduct itself, and comply with the provisions of all applicable laws. The Debenture Trustees shall carry out its duties and perform its functions as required to discharge its obligations under the Debenture Trust Deed, the Debenture Trustee Agreement, Information Memorandum/Offer Document and all other related Finance Documents, with due care, diligence and loyalty. The Debenture Trustee shall, before initiating any action on behalf of the Debenture Holders or providing any consent on behalf of the Debenture Holders or exercising any other right or performing any duty under the Finance Documents obtain approved instructions of the Debenture Holders.
Risk factors pertaining to the issue	Please see Section IV (<i>Risk Factors</i>) of the General Information Document.
Governing Law and Jurisdiction	Laws of India, Courts of Chennai
Manner of bidding in the Issue, i.e., open bidding or closed	Closed Bid Book

bidding	
Manner of allotment in the Issue i.e. uniform yield allotment or multiple yield allotment	Uniform Yield
Manner of settlement in the Issue i.e. through clearing corporation or through escrow bank account of the Issuer	Settlement through clearing corporation (Indian Clearing Corporation Limited)
Settlement cycle i.e. T+1 or T+2 day	T+1 (Within 1 days from the Pay-in Date)
Issuance mode of the Instrument	Dematerialized form
Trading mode of the Instrument	Dematerialized form
Business Day Convention	Where the due date for any payment of Secured Obligations falls on a day which is not a Business Day, such payment shall be made on the preceding Business Day. Business Day means a day (other than a Saturday or a Sunday) on which banks are open for general business in Mumbai, New Delhi, Chennai and GIFT City.
Terms and conditions of the debenture trustee agreement including fees charged by debenture trustees(s), details of security to be created and process of due diligence carried out by the debenture	As specified in the debenture trustee agreement, the execution version of which is annexed as Annexure 14 (<i>Debenture Trustee Appointment Agreement</i>) to this Key Information Document.
Details of consents/permissions, if any, required for security creation	Save and except for authorisations taken under the Companies Act, 2013 and as set out in Annexure 13 (<i>Consent from Existing Lenders of SKMCIL</i>) of this Key Information Document, no other consent required for creation of security specified in Annexure 3 (Descriptions regarding security) of this Key Information Document.

Notes:

1. If there is any change in PIK Rate pursuant to any event including lapse of certain time period or downgrade in rating, then such new Coupon Rate and the events which lead to such change

should be disclosed.

2. The list of documents which have been executed in connection with the issue and subscription of debt securities shall be annexed to the relevant Key Information Document.
3. While the Debentures are secured to the extent of 100% of the amount of principal and interest or as per the terms of the relevant Key Information Document, in favour of Debenture Trustee, it is the duty of the Debenture Trustee to monitor that the security is maintained.
4. Debentures shall be considered as secured only if the charged asset is registered with Sub-registrar and Registrar of Companies or CERSAI or Depository etc., as applicable, or is independently verifiable by the Debenture Trustee.

MODE OF PAYMENT FOR SUBSCRIPTION

1. Cheque: Not Applicable
2. Demand Draft: Not Applicable
3. Other Banking Channels: Electronic transfer of funds/ RTGS from the bank account(s) registered with the BSE EBP to the bank account of the clearing bank of the BSE as set out in this Key Information Document

Procedure and time schedule for allotment and issue of securities: Please see Section VII (*Terms of the Offer or Purchase*) of this Key Information Document.

DISCLOSURE OF CASH FLOW WITH DATE OF INTEREST / DIVIDEND / REDEMPTION PAYMENT AS PER DAY COUNT CONVENTION.

- i. The day count convention for dates on which the payments in relation to the Securities which need to be made: Actual/Actual. Where the due date for any payment of Secured Obligations falls on a day which is not a Business Day, such payment shall be made on the preceding Business Day. Business Day means a day (other than a Saturday or a Sunday) on which banks are open for general business in Mumbai, New Delhi, Chennai and GIFT City.
- ii. Procedure and time schedule for allotment and issue of securities: As set out in the Section VII (*Terms of the Offer or Purchase*) of this Key Information Document).
- iii. Illustration of Debenture Cash Flows: As per the Master Circular, the cash flows emanating from the Debentures are mentioned below by way of an illustration.

Name of the issuer		Prospera Healthcorp Private Limited	
Face value (per security)		INR 1,00,000/-	
Issue date/ Date of allotment		07/08/2026	
Date of redemption		07/08/2029	
Tenure and PIK rate		36 months, 11.81% PIK	
Frequency of the interest/ dividend payment (with specified dates)		On the Final Redemption Date, or any Early Redemption Date in accordance with the Debenture Trust Deed	
Day Count Convention		Actual/Actual	
Cash Flows	Day and date for coupon/ redemption becoming due	Number of days for denominator	Amount (in Rupees)

Type: PIK Payment PIK Rate: 11.81%	07/08/2029	1096	468,39,51,718/-
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If the security is backed by a guarantee or letter of comfort or any other document of a similar nature, a copy of the same shall be disclosed. In case such document does not contain the detailed payment structure (procedure of invocation of guarantee and receipt of payment by the investor along with timelines), the same shall be disclosed in the Key Information Document:

The Debentures are proposed to be backed by a personal guarantee executed/to be executed as a condition precedent to the Pay In Date, a copy of the execution version of which is provided in Annexure 18-A (Personal Guarantee) of this Key Information Document, as well as a corporate guarantee executed/to be executed as a condition precedent to the Pay In Date, a copy of the execution version of which is provided in Annexure 18-B (Corporate Guarantee) of this Key Information Document. The procedure of invocation of guarantee, receipt of payment by the Investor along with timelines is captured in the respective guarantees.

Issue Schedule

Issue opens on	06/08/2026
Issue closes on	06/08/2026
Pay In Date	07/08/2026
Deemed Date of Allotment	07/08/2026

Note: In the case of full subscription to the Issue Amount, the Company may at its own discretion, close the Issue earlier than the date mentioned hereinabove.

Price at which the security is being offered including the premium, if any, along with justification of the price: The Debentures are being offered at face value of INR 1,00,000 each, at par.

Name and address of the valuer who performed valuation of the security offered and basis on which the price has been arrived: Not Applicable.

Relevant date with reference to which the price has been arrived at: Not Applicable.

The class or classes of persons to whom the allotment is proposed to be made: Eligible Investors

Intention of promoters, directors or key managerial personnel to subscribe to the offer: Not Applicable.

The proposed time within which the allotment shall be completed: On the Deemed Date of Allotment. The Debentures shall be credited to the demat account of the Investor no later than 1 (one) day from the Deemed Date of Allotment.

The names of proposed allottees and the percentage of post private placement capital that may be held by them (not required in case of non-convertible debentures): Not Applicable

The change in control, if any, in the company that would occur consequent to the private placement: No change in control would occur consequent to this private placement as the Debentures are non-convertible debt instruments

The number of persons to whom allotment on preferential basis/private placement/rights issue has already been made during the year, in terms of number of securities as well as price: Nil

The justification for the allotment proposed to be made for consideration other than cash together with valuation report of the registered valuer: Not Applicable, the allotment is being made for cash consideration.

Details of contribution made by the promoters or directors either as part of the Issue or separately in furtherance of the Objects of the Issue: Not Applicable

The details of significant and material orders passed by the Regulators, Courts and Tribunals impacting the going concern status of the company and its operations: No significant or material orders have been passed by any Regulators, Courts or Tribunals impacting the going concern status of the Company or the status of its future operations.

The pre-issue and post-issue shareholding pattern of the company:

There will be no change in the shareholding pattern pre and post issuance of Debentures. Please refer to Annexure 4 (*Shareholding Pattern*) of the General Information Document for the shareholding pattern of the Company.

SECTION VII – TERMS OF THE OFFER OR PURCHASE

Terms of offer are set out in under the Section VI (*Particulars of the Offer*) above. Below are the general terms and conditions.

Issue

Issue of the Debentures of the face value INR 1,00,000/- each, aggregating to INR 3,35,00,00,000/-

Compliance with laws

The Issue of Debentures is being made in reliance upon Section 42 of the Companies Act, Rule 14 of the Companies (Prospectus and Allotment of Securities) Rules, 2014, relevant provisions of the Companies Act, the SEBI Debt Regulations, Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993, as amended and other applicable laws in this regard.

Compliance with EBP Circular

The Issue of Debentures is made in compliance with the electronic book mechanism as per the EBP Circular.

Who Can Apply

Only the persons who are specifically addressed through a communication by or on behalf of the Company directly are eligible to apply for the Debentures. The registration /enrolment process for the eligible investors must be guided by the EBP Circular and the operating guidelines for issuance of debt securities on a private placement basis through an electronic book mechanism as available on the website of the BSE, for the registration process on the BSE-EBP. All eligible investors (who are specifically addressed through a communication by or on behalf of the Company directly) will have access to the Key Information Document and other issue specific information uploaded by the Company on the BSE-EBP. An application made by any other person will be deemed as an invalid application and rejected. In order to subscribe to the Debentures a person must be registered on the BSE-EBP and must be either:

- (a) Eligible financial institutions and insurance companies;
- (b) Companies;
- (c) Alternative Investment Funds;
- (d) Non-banking finance companies (NBFCs) and residuary NBFCs;
- (e) Mutual funds;
- (f) Foreign institutional investors;
- (g) Foreign portfolio investors as permitted under the Securities and Exchange Board of India (Foreign Portfolio Investors) Regulations, 2014; and
- (h) provident funds, gratuity, superannuation and pension funds, subject to their investment guidelines.

All the registered and eligible participants are required to update the necessary bank account and demat details before participating in the bidding process on the BSE EBP Platform.

Participation by potential Debenture Holders 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. All Investors are required to comply with the relevant regulations/ guidelines applicable to them for investing in this issue of Debentures, including exchange controls and other

requirements. Applicants ought to seek independent legal and regulatory advice in relation to the laws applicable to them.

(a) Application by Eligible Financial Institutions

The application must be accompanied by certified true copies of (i) Board Resolution authorising investments or letter of authorization or power of attorney, and (ii) specimen signatures of authorized signatories.

(b) Application by Insurance Companies

The applications must be accompanied by certified true copies of (i) Memorandum and Articles of Association/Constitution/Bye-laws, (ii) resolution authorising investment and containing operating instructions, (iii) specimen signatures of authorised signatories, and (iv) Form 15 AA for claiming exemption from deduction of Tax on the interest income (including interest on application money), if applicable.

(c) Applications by Corporate Bodies/ Companies/ Statutory Corporations/ NBFCs and RNBCs

The applications must be accompanied by certified true copies of (i) Memorandum and Articles of Association, (ii) resolution authorizing investment and containing operating instructions, and (iii) specimen signatures of authorized signatories.

(d) Application by Mutual Funds

- (i) A separate application can be made in respect of each scheme of an Indian mutual fund registered with SEBI and that such applications shall not be treated as multiple applications.
- (ii) The applications made by the asset management companies or custodians of a mutual fund shall clearly indicate the name of the concerned scheme for which application is being made.
- (iii) The applications must be accompanied by certified true copies of (i) SEBI registration certificate and trust deed, (ii) resolution authorizing investment and containing operating instructions, and (iii) specimen signatures of authorized signatories.

(e) Application by FIIs, FPIs, sub-accounts of FIIs and sub-accounts of FPIs

In case of an application made by, FIIs, FPIs or sub-accounts of FIIs, a certified true copy of their SEBI registration certificate must be attached to the Application Form at the time of making the application, failing which, the Company 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.

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 COMPANY. THE COMPANY MAY, BUT IS NOT BOUND TO, RESPOND TO ANY INVESTOR FOR ANY ADDITIONAL DOCUMENTS / INFORMATION, AND CAN ACCEPT OR REJECT AN APPLICATION AS IT DEEMS FIT. INVESTMENT BY INVESTORS FALLING IN THE CATEGORIES MENTIONED ABOVE ARE MERELY INDICATIVE AND THE COMPANY 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 COMPANY IS NOT, IN ANY WAY, DIRECTLY OR INDIRECTLY, RESPONSIBLE FOR ANY STATUTORY OR REGULATORY BREACHES BY ANY INVESTOR, NEITHER IS THE COMPANY REQUIRED TO CHECK OR CONFIRM THE SAME.

The Debentures being offered under the Issue are subject to the provisions of the Companies Act, the Memorandum of Association and the Articles of Association of the Company, the terms of the General Information Document, this Key Information Document, Application Form and other terms and conditions as may be incorporated in the Finance Documents.

How to Apply

The detailed procedures to apply for the Debentures in dematerialized form are:

- (a) This being a private placement issue, ONLY the eligible investors who have been addressed through this communication directly are eligible to apply by bidding for the issue on the BSE BOND - EBP Platform by entering the bid amount in Rupees (INR), during the period commencing on the issue/ bid opening time on the issue/bid opening date and ending on the issue/ bid closing time on the issue/bid closing date. The minimum number of 1 Debenture that can be applied for and the multiples thereof will be as set out by the Company at the time of initiation of the issue on the BSE-EBP. No bidding can be made for a fraction of a Debenture.
- (b) The Company should be registered on BSE-EBP.
- (c) Bid modification is allowed during the bidding period. In last 10 minutes of the bidding period, revision is allowed only to improve the coupon / yield (in case the issue is a cut off yield based issue) and upward revision in terms of bid amount. Bid cancellation is not permitted in the last 10 minutes of the bidding period.
- (d) For further details in relation to the bidding, pre-bidding and post bidding procedure, invited eligible investors should refer to the EBP Circular and the operating guidelines for issuance of debt securities on a private placement basis through an electronic book mechanism as available on the website of the NSE/BSE.
- (e) **Multiple Bids**

Eligible Investors may note that multiple bids are permitted. Multiple bids by the Arranger(s) is allowed where each bid is on behalf of multiple investor(s) provided the bid amount is not more than INR 100,00,00,000 (Indian Rupees One Hundred Crore only) or 5% (five percent) of the base issue size, whichever is lower.
- (f) **Bids by Arranger(s)**

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

- 1. Whether the bid is:
 - a. proprietary bid; or
 - b. a client bid, i.e. being entered on behalf of an Eligible Investor; or
 - c. a consolidated bid, i.e., an aggregate bid consisting of proprietary bid and bid(s) on behalf of Eligible Investors.

For consolidated bids, the Arranger(s) shall disclose breakup between proprietary bid and client bid(s) (i.e. bids made on behalf of Eligible Investors). For client bids (i.e. bids entered on behalf of Eligible Investors), the Arranger(s) shall disclose the following:

- 1. Names of such Eligible Investors;

2. Category of the Eligible Investors (whether qualified institutional buyers or non- qualified institutional buyers); and
3. Quantum of bid of each Eligible Investor.

Arrangers are allowed to bid on behalf of multiple Eligible Investors, subject to the limits specified in the Operational Guidelines.

- (g) The full amount of the Issue price of the Debentures applied for has to be paid along with the delivery of the fully completed and executed Debenture Application Form together with other applicable documents described below. The Application Form should also mentioned the following details in relation to the applicant:

- Name
- Father's name
- Complete address including Flat/House Number, Street, Locality, Pin Code
- Phone number, if any
- PAN Number
- Bank Account details

The application form shall be signed by the applicant and initialed by the officer of the Company designated to keep the record.

- (h) Settlement:

- Pay-in towards the allotment of Debentures shall be done from the account of the bidder, to whom allocation is to be made. For bids made by the Arranger(s) on behalf of Eligible Investors, pay-in towards allotment of securities shall be made from the account of such Eligible Investors.
- Pay-in shall be done through clearing corporation of the Designated Stock Exchange, i.e., the ICCL).

- (i) Settlement Summary:

Timeline	Activity for clearing corporation 'ICCL'	Activity for Depositories
T- Day	Bidding session	
T+1 Day	1. Successful bidders to transfer funds from bank account(s) registered with EBP Platform to the bank account of ICCL to the extent of funds pay-in obligation on or before 10:30 hours; 2. Issuer to inform EBP Platform about the final decision of the Issuer to go ahead with allotment for the issue by 12:00 hours; 3. Issuer to give instruction to the Registrar to the Issue for crediting securities to successful bidders. Registrar to the issue to provide corporate action file along with all requisite documents to the Depository by 12:00 hours; 4. Clearing corporation to initiate transfer of funds to the bank accounts designated by the Issuer.	Depository on the instruction of Issuer or through the Registrar to the issue, will be crediting the Debentures to the demat account of the investors.

- (j) Post bidding, on the Pay-In Date, the successful invited Eligible Investors must remit / transfer in full, monies for subscription to the Debentures allocated to them by electronic transfer of funds / RTGS from their registered bank account(s) to the bank account of Indian Clearing Corporation Limited ("**Issue Account**") on or before 10:30 am of next business day in accordance with the SEBI Master Circular.

- (k) Payment Mechanism

The account details for pay-out of funds to the Issuer is as follows:

Name of Bank: Standard Chartered Bank

Branch: Rajaji Salai Branch

Beneficiary Name: PROSPERA HEALTHCORP PRIVATE LIMITED – NCD SUBSCRIPTION

Account Number: 42705568462

IFSC Code: SCBL0036078

Mode: ECS, NEFT, RTGS or such other permissible banking modes of payment

Cheques, demand draft, cash, money orders, postal orders and stock invest will NOT be accepted.

- (l) It is clarified that there shall be no bidding for anchor portion on the EBP platform.
- (m) The entire amount of INR 1,00,000/- per Debenture is payable on the Pay-in Date.
- (n) An Application Form must be accompanied by the details of the payment made to bank account of the clearing bank of the BSE along with other enclosures stated elsewhere in this document. Applicants can remit the application amount through electronic transfer of funds/RTGS on the Pay-in Date, to the bank account of the Company as per the details mentioned in the Application Form.
- (o) The Company reserves the right to change the issue schedule including the deemed date of allotment at its sole discretion, without giving any reasons or prior notice. The issue will be open for subscription during the banking hours on each day during the period covered by the issue schedule.

Fictitious Application

All fictitious applications will be rejected.

As a matter of abundant caution and although not applicable in the case of the Debentures, attention of applicants is specially drawn to the provisions of subsection (1) of Section 38 of the Companies Act: *"Any person who: (a) makes or abets making an application in a fictitious name to a company for acquiring, or subscribing for, its securities; or (b) makes or abets making of multiple applications to a company in different names or in different combinations of his name or surname for acquiring or subscribing for its securities; or (c) otherwise induces directly or indirectly a company to allot, or register any transfer of, shares therein, to him, or any other person in a fictitious name, shall be liable for action under Section 447 of the Companies Act"*.

Basis of Allotment

The Allotment will be in accordance with the Companies Act, SEBI Debt Regulations, SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, the Master Circular and all other application law.

Deemed Date of Allotment for the Issue is 07/08/2026

Notwithstanding anything stated elsewhere, the Issuer 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 the Eligible Investors on a first come first serve basis. The Eligible Investors will be required to remit the funds as well as submit the duly completed Application Form along with other necessary documents to the Issuer by the Deemed Date of Allotment.

Provisional Allocation of Debentures to be Allotted

Post completion of bidding process, if the Company decides to accept and proceed with the Issue, the Arranger and the eligible investors will be able to view the provisional allocation of the Debentures of their respective bid in the allocation report on the BSE BOND EBP platform ("**Successful Invited Eligible Investors**"). If the Issue is on a cut off yield basis, the allotments will be made on yield property basis (i.e. all the bids below the cut-off yield) will be accepted and for the bids received at cut-off yield, allotment will be made on *pro rata* basis in the multiple of bidding lot size.

Applications under Power of Attorney

A certified true copy of the power of attorney or the relevant authority as the case may be along with the names and specimen signature(s) of all the authorized signatories of the investor and the tax exemption certificate/ document, if any, of the investor 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 Company or to its agents or to such other person(s) at such other address(es) as may be specified by the Company 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 Company 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.

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.

Issue Schedule

Particulars	Date
Issue Opening Date :	06/08/2026
Issue Closing Date :	06/08/2026
Date of Earliest Closing of the Issue, if any	06/08/2026
Pay In Date:	07/08/2026
Deemed Date of Allotment:	07/08/2026

The Company reserves the right to change the Issue Schedule, including the Deemed Date of Allotment, at its sole discretion, without giving any reasons therefore or prior notice. The Debentures will be open for subscription at the commencement of banking hours and close at the close of banking hours on the dates specified in this Key Information Document.

Submission of Completed Application Form

All applications duly completed and accompanied with all necessary documents shall be submitted to the Company at its Registered Office.

Post the provisional allocation of the Debentures, the successful eligible investors must submit the Application Form for the Debentures in Annexure 8 of this Key Information Document in block letters in English as per the instructions contained therein. Application Forms should be duly completed in all respects and must be accompanied by the bank account details of the successful Eligible Investors and the magnetic ink character reader code of the bank for the purpose of availing direct credit of all amounts payable to the Debenture Holder(s) through ECS, NEFT, RTGS or such other permissible banking modes of payment. All duly completed Application Forms should be scanned and emailed to the Company along with all the relevant documents (as specified below) on the Issue Closing Date and forthwith followed by the original Application Form to the correspondence office of the Company but no later than 3 days from the Issue Closing Date. An Application Form, which is not complete in all respects, shall be liable to be rejected.

Depository Arrangements

The Company shall make necessary depository arrangements with the Depositories for issue and holding of Debentures in dematerialised form.

Debentures held in Dematerialised form

The Debentures will be issued in dematerialized form. The Company has made arrangements with the Depositories for the issue of Debentures in dematerialized form. The Depository Participant's (DP) name, depository participant identification number and beneficiary account number must be mentioned at the appropriate place in the Application Form. The Company shall take necessary steps to credit the Debentures allotted to the depository account of the investor. Splitting and consolidation of the Debentures is not applicable in the dematerialised form since the saleable lot is 1 (one) Debenture.

Investors may note that subject to applicable law, the Debentures of the Company would be issued and traded in dematerialized form only.

Procedure for Applying for Dematerialized Facility

- (a) The applicant must have at least one beneficiary account with any of the DPs of the Depositories 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.
- (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 with 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.
- (e) Non-transferable allotment advice/refund orders will be directly sent to the applicant by the Registrar and Transfer Agent.
- (f) If incomplete/incorrect details are given 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 Company.
- (g) For allotment of Debentures, the address, nomination details and other details of the applicant as registered with its DP shall be used for all correspondence with the applicant. The applicant is therefore responsible for the correctness of its demographic details given in the Application Form vis-a-vis those with its DP. In case the information is incorrect or insufficient, the Company 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 Registrar and Transfer Agent as on the Record Date. In case of those Debentures for which the beneficial owner is not identified in the records of the Registrar and Transfer Agent as on the Record Date, the Company would keep in abeyance the payment of the redemption amount or other benefits, till such time that the beneficial owner is identified by the Registrar and Transfer Agent and its details are conveyed to the Company, whereupon the redemption amount and benefits will be paid to the beneficiaries, as identified.

Debenture Trustee Instructions – Voting

At the instructions of the Debenture Holders acting by the relevant majority set out in the Debenture Trust Deed.

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 of the investors;
- (b) Resolution authorising investment;
- (c) Certified true copy of their power of attorney;
- (d) SEBI registration certificate (for Mutual Funds);
- (e) Form 15 AA for investors seeking exemption from TDS from interest on the application money
- (f) Specimen signatures of their authorised signatories duly certified by an appropriate authority;
- (g) Copy of their PAN card; and
- (h) Duly completed Application Form (including RTGS details).

List of Beneficiaries

The Company shall request the Depositories to provide a list of beneficiaries as at the end of the relevant Record Date. This shall be the list, which will be used for repayment of redemption monies, as the case may be.

Trustee for the Debenture Holder(s)

The Company has appointed Catalyst Trusteeship Limited to act as trustee for the Debenture Holder(s). The Company and the Debenture Trustee entered into the Debenture Trust Deed *inter alia*, specifying the powers, authorities and obligations of the Debenture Trustee and the Company, as specified in Annexure 7 (*Powers and Duties of the Debenture Trustee*) of this Key Information Document.

Any payment made by the Company to the Debenture Trustee on behalf of the Debenture Holder(s) shall discharge the Company *pro tanto* to the Debenture Holder(s). No Debenture Holder shall be entitled to proceed directly against the Company unless the Debenture Trustee, having become so bound to proceed, fails to do so. The Debenture Trustee Agreement and Debenture Trust Deed shall more specifically set out rights and remedies of the Debenture Holders and the manner of enforcement thereof.

The Debenture Trustee *ipso facto* does not have the obligations of a borrower or a principal debtor or a guarantor as to the monies paid/invested by investors for the Debentures.

Sharing of Information

The Company may, at its option, but subject to applicable laws, use on its own, as well as exchange, share or part with any financial or other information about the Debenture Holder(s) available with the

Company, with its subsidiaries and affiliates and other banks, financial institutions, credit bureaus, agencies, statutory bodies, as may be required and neither the Company nor its subsidiaries and affiliates nor their agents shall be liable for use of the aforesaid information.

Debenture Holder not a Shareholder

The Debenture Holder(s) will not be entitled to any of the rights and privileges available to the shareholders of the Company. The Debentures shall not confer upon the Debenture Holders the right to receive notice(s) or to attend and to vote at any general meeting(s) of the shareholders of the Company.

Notices

Notices and communications will be sent in accordance with the provisions of the Debenture Trust Deed.

Succession

In the event of winding-up of a Debenture Holder, the Company will recognize the executor or administrator of the concerned Debenture Holder, or the other legal representative as having title to the Debenture(s). The Company shall not be bound to recognise such executor or administrator or other legal representative as having title to the Debenture(s), unless such executor or administrator obtains probate or letter of administration or other legal representation, as the case may be, from a court in India having jurisdiction over the matter.

The Company may, in its absolute discretion, where it thinks fit, dispense with production of probate or letter of administration or other legal representation, in order to recognise such holder as being entitled to the Debenture(s) standing in the name of the concerned Debenture Holder on production of sufficient documentary proof or indemnity.

In the event of, however, a deceased Debenture Holder having nominated any person entitled to be registered as the Debenture Holder in the event of his death, such nominee shall be registered as the Debenture Holder in place of the deceased Debenture Holder, notwithstanding anything contained in any other law for the time being in force.

Mode of Transfer/ Transmission of Debentures

The Debentures shall be transferable freely to all Eligible Investors. It is clarified that the Debentures are not intended to be held by any category of persons who are not Eligible Investors. Subject to the foregoing, the Debentures may be transferred and/or transmitted in accordance with the applicable provisions of the Companies Act. The provisions relating to transfer, transmission and other related matters in respect of shares of the Company contained in the Articles of Association of the Company and the Companies Act shall apply, mutatis mutandis (to the extent applicable to debentures), to the Debentures as well. The Debentures held in dematerialized form shall be transferred subject to and in accordance with the rules/procedures as prescribed by Depositories and the relevant Depository Participants of the transfer or transferee and any other applicable laws and rules notified in respect thereof. The transferee(s) should ensure that the transfer formalities are completed prior to the record date. In the absence of the same, interest will be paid/redemption will be made to the person, whose name appears in the register of Debenture Holders maintained by the Depositories. In such cases, claims, if any, by the transferees would need to be settled with the transferor(s) and not with the Company.

Provided further that nothing in this section shall prejudice any power of the Company to register as Debenture Holder any person to whom the right to any Debenture of the Company has been transmitted by operation of law.

The normal procedure followed for transfer of securities held in dematerialized form shall be followed for transfer of these Debentures held in electronic form. The seller should give delivery instructions containing details of the buyer's depository participant account to his depository participant. The Company undertakes that there will be a common transfer form / procedure for transfer of Debentures.

The Debentures shall be issued only in dematerialized form in compliance with the provisions of the

Depositories Act, 1996 (as amended from time to time), any other applicable regulations (including of any relevant stock exchange) and these conditions. No physical certificates of the Debentures would be issued. The issue of the Debentures shall be made in dematerialized form. However, the Company will use a common transfer form for physical Debentures if at a later stage there, pursuant to a change in applicable law, is any holding in physical form due to the Depository giving any investor the option to rematerialise the Debentures.

Anchor Portion

Name of Anchor Investor	Anchor Amount (in INR) (cumulatively 30% of the total Issue)	Manner of Allotment	Coupon
Not Applicable	Not Applicable	Not Applicable	Not Applicable

It is clarified that there shall be no bidding for anchor portion on the EBP platform.

Purchase and Sale of Debentures by the Company

The Company may, at any time and from time to time, purchase Debentures in accordance with the applicable laws and the Debenture Trust Deed. Such Debentures may be cancelled and on such terms and conditions as permitted by law and the Debenture Trust Deed. In the event of purchase of Debentures by the Company, the Company will not be entitled to any of the rights and privileges available to the Debenture Holders including right to receive notices of or to attend and vote at meetings of the Debenture Holders.

Effect of Holidays

Any interest, commission or fee accruing under a Finance Document will accrue from day to day and is calculated on the basis of 365 (three hundred and sixty five) days' year or where the year is a leap year a 366 (three hundred and sixty six) days' year, and the actual number of days elapsed. Any payment which is due to be made on a day that is not a Business Day shall, subject to Applicable Law, be made on the immediately preceding Business Day.

Letters of Allotment

The Company shall issue a letter of allotment in demat form to each Debenture Holder on the Deemed Date of Allotment evidencing the Debentures allotted to it. The aforesaid letter of allotment shall be replaced with the actual credit of Debentures, in dematerialised form, within 1 (one) Business Day from the Deemed Date of Allotment.

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 07/08/2026

Record Date

The record date for payment of interest amounts and repayment of redemption amounts shall be 15 days prior to the relevant payment date of such Debentures.

Refunds

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

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

Tax Deduction at Source

Tax as applicable under the Income Tax Act, 1961, or any other statutory modification or re-enactment thereof will be deducted at source. For seeking TDS exemption / lower rate of TDS, relevant certificate / document must be lodged by the Debenture Holder(s) at the office of the Registrar and Transfer Agent of the Issuer at least 7 (seven) calendar days before the relevant payment becoming due. Tax exemption certificate / declaration of non-deduction of tax at source on interest on application money, should be submitted along with the Application Form.

If any payment under this issue is subject to any tax deduction other than such amounts as are required as per current regulations existing as on the date of the Deemed Date of Allotment, including if the Company shall be required legally to make any payment for tax from the sums payable under the Debenture Trust Deed, ("**Tax Deduction**"), the Company shall make such Tax Deduction, as may be necessary.

Any tax which is deducted will not be grossed-up.

Payment on Redemption

No action is required on the part of the Debenture Holder(s) for redemption purposes and the redemption proceeds will be paid by cheque/fund transfer/RTGS/EFT to those Debenture Holders whose names appear on the list of beneficiaries maintained by the Registrar and Transfer Agent. The names would be as per the Registrar and Transfer Agent's records on the relevant Record Date fixed for the purpose of redemption. All such Debentures will be simultaneously redeemed through appropriate debit corporate action.

Payments on each Redemption Date will be made by way of ECS / NEFT / RTGS or other permissible banking modes in the name of Debenture Holder(s) whose names appear on the list of beneficial owners given by the Depositories to the Company and the Registrar as on the Record Date.

The Debentures shall be taken as discharged to the relevant extent on payment of the applicable (in full or in part, as applicable) Redemption Amount by the Company on the related Redemption Date to the registered Debenture Holder(s) whose name appears in the Register of Debenture Holder(s) on the relevant Record Date. Such payment will be a legal discharge of the liability of the Company towards the Debenture Holder(s). On such payment being made, the Company will inform the Depository and accordingly the account of the Debenture Holder(s) with the Depository will be adjusted.

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

Governing Law and the Jurisdiction of the Courts

The Debentures are governed by and shall be construed in accordance with Indian law. Any dispute arising thereof will be subject to the exclusive jurisdiction of courts and tribunals of Chennai, Tamil Nadu and the Company irrevocably submits to and accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of those courts or tribunals.

Permission / Consent from the prior creditors and undertaking on creation of charge and maintenance of security cover

No consent is required from any prior creditor of the Company for creation of charge and maintenance of security cover.

Finance Documents to prevail

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

SECTION VIII - UNDERTAKING BY THE COMPANY

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

SECTION IX - DECLARATION

It is hereby confirmed and declared that:

- (a) The Company is in compliance with the provisions of Securities Contracts (Regulation) Act, 1956 and the Securities and Exchange Board of India Act, 1992, Companies Act and the rules and regulations made thereunder;
- (b) Nothing in the General Information Document is contrary to the provisions of Securities Contracts (Regulation) Act, 1956, the Securities and Exchange Board of India Act, 1992, Companies Act and the rules and regulations made thereunder;
- (c) The compliance with the Securities and Exchange Board of India Act, 1992 and the Companies Act and the rules and regulations does not imply that payment of dividend or interest or repayment of Securities, if applicable, is guaranteed by the Central Government;
- (d) The monies received under the offer shall be used only for the purposes and objects indicated in the General Information Document and the relevant Key Information Document;
- (e) Whatever is stated in this Key Information Document and in the attachments thereto is true, correct and complete and no information material to the subject matter of this Key Information Document has been suppressed or concealed and is as per the original records maintained by the promoters subscribing to the Memorandum and the Articles;
- (f) The Transaction Documents, including this Key Information Document have been perused by the board of directors of the Issuer and the final responsibility of the contents of the Transaction Documents lies with them.
- (g) The permanent account number, Aadhaar Number, driving license number, bank account number(s), passport number and personal address of the promoters of the Company and permanent account number of the directors of the Company have been submitted to the BSE; and
- (h) The Issuer has no side letter with any debt securities holder except the ones disclosed in this Key Information Document. Any covenants later added shall be disclosed on the stock exchange website where the Securities are listed.
- (i) 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.

I am authorised by the Board of Directors of the Company by resolution number 5 dated 02 July 2026 to sign this form and declare that all the requirements of Companies Act, 2013 and the rules made thereunder in respect of the subject matter of this form and matters incidental thereto have been complied with. The Key Information Document contains full disclosures in accordance with the SEBI Debt Regulations, as amended from time to time. 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. It is further declared and verified that all the required attachments have been completely, correctly and legibly attached to this form.

Enclosed:

- (xx) A copy of the board resolution dated 02nd July 2026 authorizing the issuance of the Debentures

is attached as Annexure 9 of this Key Information Document (*Board Resolution*).

- (xxi) A copy of the shareholders resolution dated 02nd July 2026 under Section 42 and 71 of the Companies Act, 2013, is attached as Annexure 10 of this Key Information Document (*Shareholders' Resolution*).
- (xxii) An extract of the Debenture Trust Deed laying out the covenants of the issue is attached as Annexure 1 of this Key Information Document (*Covenants of the Issue*).
- (xxiii) An extract of the Debenture Trust Deed laying out the terms of early redemption is attached as Annexure 2 of this Key Information Document (*Early Redemption*).
- (xxiv) An extract of the Debenture Trust Deed laying out the description regarding security for the issue is attached as Annexure 3 of this Key Information Document (*Description regarding Security*).
- (xxv) An extract of the Debenture Trust Deed laying out the conditions precedent to disbursement is attached as Annexure 4 of this Key Information Document (*Conditions Precedent to Disbursement*).
- (xxvi) An extract of the Debenture Trust Deed laying out the conditions subsequent to disbursement is attached as Annexure 5 of this Key Information Document (*Conditions Subsequent to Disbursement*).
- (xxvii) An extract of the Debenture Trust Deed laying out the events of default is attached as Annexure 6 of this Key Information Document (*Events of Default*).
- (xxviii) An extract of the Debenture Trust Deed laying out the powers and duties of the Debenture Trustee is attached as Annexure 7 of this Key Information Document (*Powers and Duties of the Debenture Trustee*).
- (xxix) A copy of the Application Form is attached as Annexure 8 of this Key Information Document (*Application Form*).
- (xxx) A copy of the in-principle listing approval from the BSE is attached as Annexure 11 of this Key Information Document (*In-Principle Listing Approval*).
- (xxxi) A copy of the consent letter from the directors by way of approval vide Board resolution dated 2nd July 2026 is attached as Annexure 12 of this Key Information Document (*Consent Letter from the Directors*).
- (xxxii) A copy of the consent from the existing lenders of the Target is attached as Annexure 13 of this Key Information Document (*Consent from the Existing Lenders of SKMCIL*).
- (xxxiii) A copy of the execution version of the debenture trustee agreement is attached as Annexure 14 of this Key Information Document (*Debenture Trustee Appointment Agreement*).
- (xxxiv) A copy of the consent letter from the registrar to the issue is attached as Annexure 15 of this Key Information Document (*Consent Letter from the Registrar to the Issue*).
- (xxxv) A copy of the consent letter from the debenture trustee is attached as Annexure 16 of this Key Information Document (*Consent Letter from the Debenture Trustee*).
- (xxxvi) A copy of the detailed press release of the Rating Agency Including the credit report is attached as Annexure 17 of this Key Information Document (*Detailed Press Release of the Rating Agency Including the Credit Report*).
- (xxxvii) A copy of the execution version of the personal guarantee is attached as Annexure 18-A of this Key Information Document (*Personal Guarantor*).
- (xxxviii) A copy of the execution version of the corporate guarantee is attached as Annexure 18-B of this Key Information Document (*Corporate Guarantor*).

For Prospera Healthcorp Private Limited

Dr. S Chandrakumar
Director

Place : Chennai
Date : August 3, 2026

For Prospera Healthcorp Private Limited

.....
Varshini R
Compliance Officer

Place: Chennai
Date: August 3, 2026

ANNEXURE 1 – COVENANTS OF THE ISSUE

[ATTACHED]

ANNEXURE 2 – EARLY REDEMPTION

“Prepayment Premium” means in respect of any Mandatory Redemption Event or Voluntary Redemption the aggregate of (x), an amount equal to the greater of (i) zero; and (ii) an amount equal to: $((C - R) \times D / 365) \times P$

where:

- (a) C means the PIK Rate;
- (b) R means the Re-Investment Rate;
- (c) D means the number of days from (and including) the date of such redemption or prepayment to (but excluding) the last day of the Financial Quarter in which such redemption or prepayment falls; and
- (d) P means the principal amount of the Debentures proposed to be redeemed or prepaid, and (y) any hedge break costs or hedge unwind costs incurred by any Debenture Holder in connection with the redemption of the Debentures.

“Make Whole Amount” means an amount equal to the greater of (i) zero; and (ii) A less B, where:

- (a) A means an amount equivalent to the amount payable for redemption of all Debentures if the Make Whole Amount Payment Date is the date falling on the expiry of 12 (twelve) months from the Deemed Date of Allotment but excluding:
 - (i) any amounts paid or payable as Default Interest;
 - (ii) any amounts paid or payable pursuant to Clause 20 (Taxes); or
 - (iii) any costs, fees, expenses, reimbursements, indemnities or other amounts payable by the Obligors to (x) any Secured Party or (y) any third-party consultants or advisors, in each case pursuant to, under or in connection with the Finance Documents.
- (b) B means an amount equivalent to the aggregate amount of the principal amount of all Debentures actually redeemed or to be redeemed on or before the Make Whole Amount Payment Date, and all PIK Amount and Prepayment Premium, if any, actually received or to be received by the Debenture Holders on or before the Make Whole Amount Payment Date, provided that, for the avoidance of doubt, any calculation of ‘B’ shall exclude:
 - (i) any amounts paid or payable as hedge unwind costs;
 - (ii) any amounts paid or payable as Default Interest;
 - (iii) any amounts paid or payable pursuant to Clause 20 (Taxes); or
 - (iv) any costs, fees, expenses, reimbursements, indemnities or other amounts payable by the Obligors to (x) any Secured Party or (y) any third-party consultants or advisors, in each case pursuant to, under or in connection with the Finance Documents.

3.3 Make Whole Amount

- (a) The Issuer shall on the Make Whole Amount Payment Date unconditionally pay to the Debenture Holders the Make Whole Amount.
- (b) The Issuer agrees that the Make Whole Amount is a genuine pre-estimate of the loss likely to be suffered by the Debenture Holders as a result of an early redemption of all or part of the Debentures and the Issuer has undertaken the obligation to pay the Make Whole Amount as

and when due in accordance with this paragraph 3.3 (*Make Whole Amount*) with the benefit of independent legal advice.

3.4. Prepayment Premium

(a) Application of Prepayment Premium

- (i) Prepayment Premium shall be payable by the Issuer to the Debenture Holders in respect of any redemption or prepayment of the Debentures (whether pursuant to a Mandatory Redemption Event, a Voluntary Redemption or otherwise under this Deed, including a Liquidity Event).
- (ii) No Prepayment Premium shall be payable where the Make Whole Amount is payable in respect of such redemption.

(b) Computation and Certification

- (i) The Prepayment Premium shall be calculated by the Debenture Trustee (or, at the discretion of the Debenture Trustee, by the Issuer subject to verification by the Debenture Trustee), on the basis of the Re-Investment Rate prevailing on the date falling 2 (two) Business Days prior to the date of the relevant redemption or prepayment. Any calculation or determination by the Debenture Trustee (acting on the instructions of the Instructing Group) of the Prepayment Premium shall, in the absence of manifest error, be conclusive and binding on the Issuer and each Obligor.
- (ii) The Issuer shall, no later than 3 (three) Business Days prior to the date of the relevant redemption or prepayment, deliver to the Debenture Trustee a certificate setting out in detail the computation of the Prepayment Premium, including the applicable PIK Rate, Re-Investment Rate, the number of days remaining in the Financial Quarter and the principal amount of the Debentures to be redeemed or prepaid.

3.6. Mandatory Redemption

(a) *Illegality Event*

If, at any time after the date of this Deed, an Illegality Event occurs:

- (i) the relevant Debenture Holder shall promptly notify the Debenture Trustee and the Issuer upon becoming aware of that event; and
- (ii) the Issuer shall redeem all outstanding Debentures held by that Debenture Holder on the date specified by that Debenture Holder in the notice delivered to the Debenture Trustee (being no later than the last day of any applicable grace period permitted by law) (and pay on such date all other amounts constituting the Mandatory Redemption Amount in respect of that Illegality Event), which date shall for the purposes of this paragraph 3.6 (a) (*Illegality Event*) constitute the Mandatory Redemption Date.

(b) *Change of Control Event*

If, at any time after the date of this Deed, a Change of Control Event occurs, the Issuer shall:

- (i) immediately and in any case on the date of the occurrence of such event, notify the Debenture Trustee and the Debenture Holders in writing; and
- (ii) redeem all outstanding Debentures in full on the date of occurrence of the Change of Control Event (and pay on such date all other amounts constituting the Mandatory Redemption Amount in respect of that Change of Control Event), which date shall for the purposes of this paragraph 3.6(b) (*Change of Control Event*) constitute the Mandatory Redemption Date.

(c) **Rating Downgrade Event**

If, at any time after the date of this Deed, a Rating Downgrade Event occurs, the Issuer shall:

- (i) immediately and in any case on the date of the occurrence of such event, notify the Debenture Trustee and the Debenture Holders in writing; and
- (ii) redeem all outstanding Debentures in full on the date of occurrence of the Rating Downgrade Event (and pay on such date all other amounts constituting the Mandatory Redemption Amount in respect of that Rating Downgrade Event), which date shall for the purposes of this paragraph 3.6(c) (*Rating Downgrade Event*) constitute the Mandatory Redemption Date.

(d) **Cross Default**

If, at any time after the date of this Deed, a Cross Default occurs, the Issuer shall:

- (i) immediately and in any case on the date of the occurrence of such event, notify the Debenture Trustee and the Debenture Holders in writing; and
- (ii) redeem all outstanding Debentures in full on the date of occurrence of the Cross Default (and pay on such date all other amounts constituting the Mandatory Redemption Amount in respect of that Cross Default), which date shall for the purposes of this paragraph 3.6(d) (*Cross Default*) constitute the Mandatory Redemption Date.

(e) **Liquidity Event**

If, at any time after the date of this Deed, a Liquidity Event occurs, the Issuer shall:

- (i) immediately and in any case on the date of the occurrence of such event, notify the Debenture Trustee and the Debenture Holders in writing; and
- (ii) on the Liquidity Event Redemption Date, pay an amount equal to the applicable Mandatory Redemption Amount for that Liquidity Event, for application in accordance with Clause 13 (*Order of application of proceeds*).
- (iii) The Issuer shall not, and shall procure that no Promoter will, apply, distribute or utilise any Liquidity Proceeds for any purpose other than the redemption of the Debentures in accordance with this Paragraph 3.6(e) (*Liquidity Event*), until the Mandatory Redemption Amount has been paid in full.

(f) **Material Adverse Effect**

If, at any time after the date of this Deed, a Material Adverse Effect occurs, the Issuer shall:

- (i) immediately and in any case on the date of the occurrence of such event, notify the Debenture Trustee and the Debenture Holders in writing; and
- (ii) redeem all outstanding Debentures in full on the date of occurrence of the Material Adverse Effect (and pay on such date all other amounts constituting the Mandatory Redemption Amount in respect of that Material Adverse Effect), which date shall for the purposes of this paragraph 3.6(f) (*Material Adverse Effect*) constitute the Mandatory Redemption Date.

3.7. Voluntary Redemption

The Issuer may, by giving a written notice (a **Voluntary Redemption Notice**) to the Debenture Trustee and the Debenture Holders not less than 30 days prior to the proposed date of such redemption (or

such shorter period as the Instructing Group may agree) (each such date being a **Voluntary Redemption Date**), redeem Debentures in an amount that reduces the aggregate outstanding principal amount of all Debentures by a minimum of INR 10,00,00,000/- (Indian Rupees Ten Crores only) and in integral multiples of INR 1,00,00,000/- (Indian Rupees One Crore only), or if less, all outstanding principal amount of the Debentures, and pay on such date all additional amounts constituting the relevant Voluntary Redemption Amount.

3.8. Restrictions

- (a) Any notice of redemption given by a Party or a Debenture Holder under paragraph 3.6 (*Mandatory Redemption*), and paragraph 3.7 (*Voluntary Redemption*) shall be irrevocable and, unless a contrary indication appears in this Deed, shall specify the date or dates upon which the relevant redemption or cancellation is to be made and the amount of that redemption or cancellation.
- (b) Any redemption of the Debentures made pursuant to any early redemption of the Debentures under this Deed shall be made together with accrued PIK Amount and, where applicable, the Make Whole Amount.
- (c) The Issuer shall not redeem all or any part of the Debentures except at the times and in the manner expressly provided for in this Schedule 1 (*Terms and Conditions*).
- (d) Any Debenture which is redeemed shall be cancelled and may not be reissued or resold.

ANNEXURE 3 – DESCRIPTION REGARDING SECURITY

TRANSACTION SECURITY AND GUARANTEES

2.1 As continuing security for the payment, performance and discharge of the Secured Obligations, the Issuer shall (and shall procure that the Obligors will) create and maintain the Transaction Security and/or credit-support arrangement in favour of the Debenture Trustee (for the benefit of the Secured Parties) as set out below:

- (a) a first-ranking exclusive Security in favour of the Debenture Trustee (for the benefit of the Secured Parties) by way of hypothecation over the Hypothecated Properties in accordance with the terms of the Deed of Hypothecation;
- (b) a first-ranking, exclusive Security in favour of the Debenture Trustee (for the benefit of the Secured Parties) by way of a pledge over the Pledged Shares – Issuer in accordance with the terms of the Pledge Agreement – Issuer;
- (c) a first-ranking, exclusive Security in favour of the Debenture Trustee (for the benefit of the Secured Parties) by way of a pledge over the Pledged Shares – Target in accordance with the terms of the Pledge Agreement – Target;
- (d) demand promissory note from the Issuer in favour of the Debenture Trustee (for the benefit of the Secured Parties) for recovery of principal amount of the Debentures;
- (e) The Non-Disposal Undertakings; and
- (f) such other Security on such assets as may be agreed between the Issuer and the Debenture Trustee (acting on the instructions of the Instructing Group).

2.2. As a continuing guarantee for the payment and discharge of the Secured Obligations, the Issuer shall procure that (a) the Promoters (who are natural persons) who have irrevocably and unconditionally guaranteed the Secured Obligations in favour of the Debenture Trustee on the terms set out in the Deed of Personal Guarantee, shall comply with the Deed of Personal Guarantee; and (b) Udayam Medical who has irrevocably and unconditionally guaranteed the Secured Obligations in favour of the Debenture Trustee on the terms set out in the Deed of Corporate Guarantee, shall comply with the Deed of Corporate Guarantee.

2.3. Pledge and NDU Release – IPO

- (a) The Debenture Trustee shall, upon receipt of a written request from the Issuer, release (or direct the release of) such number of Pledged Shares – Target, and release (or direct the release of) the Non-Disposal Arrangement over such number of NDU Shares, as is reasonably required to facilitate the filing of a red herring prospectus (“**RHP**”) by the Target with the Securities and Exchange Board of India, the relevant registrar of companies and/or any applicable stock exchange in connection with an initial public offering of the equity shares of the Target (an “**IPO**”), provided that each of the following conditions have been satisfied to the sole satisfaction of the Debenture Trustee (acting on the instructions of the Instructing Group):
 - (i) the Issuer has procured at its own cost and delivered to the Debenture Trustee a certificate from an Approved Accounting Firm confirming in reasonable detail that, based on the indicative price band and proposed offer structure set out in the draft RHP, the anticipated Liquidity Proceeds (if any) to be received by the Promoters, the Issuer or any of their respective Affiliates connection with or arising from the IPO;
 - (ii) the Issuer has provided to the Debenture Trustee a written, irrevocable and unconditional undertaking as per Schedule 13 (*Issuer Undertaking*) (in form and substance satisfactory to the Debenture Trustee), executed by the Issuer and each Promoter, that:

(A) If the Promoters and/or the Issuer propose to offer for sale any of the Target Shares held by them, as part of the IPO, then:

- I. all Liquidity Proceeds received by the Promoters, the Issuer or any of their respective Affiliates in connection with or arising from the IPO shall be applied first and exclusively towards the redemption of outstanding Debentures and the payment of all Secured Obligations, in accordance with the order of priority set out in Clause 13 (Order of Application of Proceeds), and no such Liquidity Proceeds shall be applied, distributed or utilised for any other purpose until the Final Settlement Date has occurred;
- II. if the Liquidity Proceeds received by the Promoters are sufficient to redeem all outstanding Debentures in full, and pay all other amounts constituting the Secured Obligations, as confirmed by the Debenture Trustee in writing, the Issuer shall redeem all outstanding Debentures in full, and pay all other amounts constituting the Secured Obligations, no later than the date falling 1 (one) Business Day after the date of receipt of the Liquidity Proceeds from the IPO (or such earlier date as the Debenture Trustee may specify); and
- III. If the Liquidity Proceeds actually received are less than the aggregate outstanding Secured Obligations, as confirmed by the Debenture Trustee in writing, the Issuer and each Promoter shall, within 1 (one) Business Day of the date of listing of the equity shares of the Target on the relevant stock exchange, (x) re-pledge (or procure the re-pledge of) such percentage of equity shares of the Target (that are not part of the Minimum Promoters' Contribution) as is equal to the Required Share Cover, in favour of the Debenture Trustee (for the benefit of the Secured Parties) in accordance with the terms of the Pledge Agreement – Target and on terms no less favourable than the pledge that was released; and (y) recreate the Non-Disposal Arrangement over the remaining equity shares of the Target held by the Promoters and the Issuer (that are not part of the Minimum Promoters' Contribution), in favour of the Debenture Trustee (for the benefit of the Secured Parties) in accordance with the terms of the Non-Disposal Undertakings and on terms no less favourable than the Non-Disposal Arrangement that was released; or in the event the conditions set-out under (x) and (y) above are not complied with solely on account of Applicable Law, to the satisfaction of the Debenture Trustee, the Issuer shall redeem all outstanding Debentures in full, and pay all other amounts constituting the Secured Obligations, no later than the date falling 30 (Thirty) days after listing of the equity shares of the Target on the relevant stock exchange;

(B) If the Promoters or the Issuer do not offer for sale any of the Target Shares held by them, as part of the IPO, the Issuer and each Promoter shall, within 1 (one) Business Day of the date of listing of the equity shares of the Target on the relevant stock exchange, (x) re-pledge (or procure the re-pledge of) all such percentage of equity shares of the Target (that are not part of the Minimum Promoters' Contribution) as is equal to the Required Share Cover, in favour of the Debenture Trustee (for the benefit of the Secured Parties) in accordance with the terms of the Pledge Agreement – Target and on terms no less favourable than the pledge that was released; and (y) recreate the Non-Disposal Arrangement over the remaining equity shares of the Target held by the Promoters and the Issuer (that are not part of the Minimum Promoters' Contribution), in favour of the Debenture Trustee (for the benefit of the Secured Parties) in accordance with the terms of the Non-Disposal Undertakings and on terms no less favourable than the Non-Disposal Arrangement that was released; or in the event the conditions set-out under (x) and (y) above are not complied with solely on account of Applicable Law, to the satisfaction of the Debenture Trustee, the Issuer shall redeem all outstanding Debentures in full, and pay all other amounts constituting the Secured Obligations, no later than the date falling 30 (Thirty) days after listing of the equity shares of the Target on the relevant stock exchange;

- (iii) The Issuer has obtained and delivered to the Debenture Trustee all Authorisations, consents, waivers and approvals required under Applicable Law, the SHA, and any other agreement to which the Issuer, any Promoter, or the Target is a party, in connection with the proposed IPO and the release of the pledge over the Pledged Shares – Target and the Non-Disposal Arrangement over the NDU Shares, each in form and substance satisfactory to the Debenture Trustee; and
- (iv) no Default or Event of Default is continuing;

(b) Scope of Release.

- (i) The number of Pledged Shares – Target to be released pursuant to subparagraph (a) above shall not exceed the number of equity shares of the Target that is required to be released from the pledge in order to comply with the applicable requirements of the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 (or any successor regulation), the applicable stock exchange or any other Governmental Agency in connection with the filing of the RHP and/or the completion of the IPO. Any Pledged Shares – Target that are not required to be released for the foregoing purposes shall continue to be subject to the pledge in favour of the Debenture Trustee in accordance with the Pledge Agreements.
- (ii) The number of NDU Shares to be released from the Non-Disposal Arrangement pursuant to sub-paragraph (a) above shall not exceed the number of NDU Shares that is required to be released from the Non-Disposal Arrangement in order to comply with the applicable requirements of the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 (or any successor regulation), the applicable stock exchange or any other Governmental Agency in connection with the filing of the RHP and/or the completion of the IPO. Any NDU Shares that are not required to be released for the foregoing purposes shall continue to be subject to the Non-Disposal Undertakings in favour of the Debenture Trustee.

(c) Interim Protections. During the period from the date of release of any Pledged Shares – Target and/or NDU Shares pursuant to this paragraph 2.3 (*Pledge and NDU Release – IPO*) until the Final Settlement Date (the “**Interim Period**”):

- (i) the Issuer shall (and shall procure that each Promoter will) not create or permit to subsist any Encumbrance over the released Pledged Shares – Target and NDU Shares other than any lock-in or escrow arrangements required by Applicable Law or any Governmental Agency in connection with the IPO;
- (ii) the Issuer shall (and shall procure that each Promoter will) execute and deliver to the Debenture Trustee a supplemental Non-Disposal Undertaking in respect of the released Pledged Shares – Target and NDU Shares, in form and substance satisfactory to the Debenture Trustee, prohibiting the sale, transfer, disposal or encumbrance of such shares other than pursuant to the IPO;
- (iii) the Issuer shall keep the Debenture Trustee promptly informed of all material developments in connection with the IPO process, including (without limitation) any changes to the draft RHP, the price band, the offer size, the timetable, any comments or observations received from the Securities and Exchange Board of India or any stock exchange, and any event or circumstance which may adversely affect the completion of the IPO or the quantum of anticipated Liquidity Proceeds; and
- (iv) the obligations of the Issuer and the Promoters under paragraph 43 (*Maintenance of Share Cover*) of Part 2 (*General Undertakings*) of Schedule 5 (*Covenants and Undertakings*) shall continue to apply in respect of the Pledged Shares – Target that remain pledged, and, for the purposes of computing the Required Share Cover during the Interim Period, the

released shares which shall be eligible to be re-pledged in favour of the Debenture Trustee within 1 (one) Business Day from the occurrence of such events as set out under sub-paragraph (d) to (f) below and in accordance with sub-paragraph (d) to (f) below, shall be included as shares pledged by the Promoters in favour of the Debenture Trustee.

(d) Re-pledge and Re-NDU upon failure of IPO

If, at any time during or following the Interim Period:

- (i) the IPO is withdrawn, abandoned, lapses or does not proceed to completion for any reason;
- (ii) the RHP is not filed with the Securities and Exchange Board of India within 1 (one) day of the date on which the Pledged Shares – Target were released pursuant to sub-paragraph (a) above (or such longer period as the Debenture Trustee may agree in writing); or
- (iii) the listing of the equity shares of the Target on the relevant stock exchange is not completed within 30 (thirty) days of the date on which the Pledged Shares – Target were released (or such longer period as the Debenture Trustee may agree in writing),

then the Issuer shall (and shall procure that each Promoter will), within 1 (one) Business Day of the occurrence of any such event, (x) re-pledge all equity shares of the Target that were released pursuant to paragraph 2.3(a) in favour of the Debenture Trustee (for the benefit of the Secured Parties), in accordance with the terms of the Pledge Agreement – Target, and deliver to the Debenture Trustee all documents and evidence required under paragraph 43(e) (Top-Up Obligation) of Part 2 (General Undertakings) of Schedule 5 (Covenants and Undertakings) as if such re-pledge were a pledge of Top- Up Shares; and (y) recreate the Non-Disposal Arrangement over all NDU Shares that were released pursuant to paragraph 2.3(a) in favour of the Debenture Trustee in accordance with the terms of the Non-Disposal Undertakings.

(e) Re-pledge and Re-NDU upon insufficient Liquidity Proceeds

If, at any time during or following the Interim Period, the actual Liquidity Proceeds received by the Promoters, the Issuer or their Affiliates in connection with the IPO are less than the aggregate outstanding Secured Obligations, as confirmed by the Debenture Trustee in writing, then the Issuer shall (and shall procure that each Promoter will), within 1 (one) Business Day of the date of listing of the equity shares of the Target on the relevant stock exchange, (x) re-pledge such percentage of equity shares of the Target (that are not part of the Minimum Promoters' Contribution) as is equal to the Required Share Cover, in favour of the Debenture Trustee (for the benefit of the Secured Parties), in accordance with the terms of the Pledge Agreement – Target, and deliver to the Debenture Trustee all documents and evidence required under paragraph 43(e) (Top-Up Obligation) of Part 2 (General Undertakings) of Schedule 5 (Covenants and Undertakings) as if such re-pledge were a pledge of Top-Up Shares; and (y) recreate the Non-Disposal Arrangement over the remaining equity shares of the Target held by the Promoters and the Issuer (that are not part of the Minimum Promoters' Contribution), in favour of the Debenture Trustee (for the benefit of the Secured Parties) in accordance with the terms of the Non-Disposal Undertakings; or in the event the conditions set out under (x) and (y) above are not complied with solely on account of Applicable Law, to the satisfaction of the Debenture Trustee, the Issuer shall redeem all outstanding Debentures in full, and pay all other amounts constituting the Secured Obligations, no later than the date falling 30 (Thirty) days after listing of the equity shares of the Target on the relevant stock exchange.

(f) Re-pledge and Re-NDU upon no offer for sale by Promoters and Issuer

If the Promoters or the Issuer do not offer for sale any of the Target Shares held by them, as part of the IPO, the Issuer and each Promoter shall, within 1 (one) Business Day of the date of listing of the equity shares of the Target on the relevant stock exchange, (x) re-pledge (or

procure the re-pledge of) all such percentage of equity shares of the Target (that are not part of the Minimum Promoters' Contribution) as is equal to the Required Share Cover, in favour of the Debenture Trustee (for the benefit of the Secured Parties) in accordance with the terms of the Pledge Agreement – Target and on terms no less favourable than the pledge that was released; and (y) recreate the Non-Disposal Arrangement over the remaining equity shares of the Target held by the

Promoters and the Issuer (that are not part of the Minimum Promoters' Contribution), in favour of the Debenture Trustee (for the benefit of the Secured Parties) in accordance with the terms of the Non-Disposal Undertakings and on terms no less favourable than the Non-Disposal Arrangement that was released; or in the event the conditions set out under (x) and (y) above are not complied with solely on account of Applicable Law, to the satisfaction of the Debenture Trustee, the Issuer shall redeem all outstanding Debentures in full, and pay all other amounts constituting the Secured Obligations, no later than the date falling 30 (Thirty) days after listing of the equity shares of the Target on the relevant stock exchange.

- (g) **Failure to Re-pledge or Recreate NDU.** Any failure by the Issuer or any Promoter to comply with its obligations under sub-paragraphs (c) to (f) above within the time periods specified therein shall constitute an Event of Default under Schedule 6 (Events of Default).
- (h) **No Prejudice.** For the avoidance of doubt, the release of any Pledged Shares – Target and/or any NDU Shares from the Non-Disposal Arrangement pursuant to this paragraph 2.3 (Pledge and NDU Release – IPO) shall be without prejudice to the rights and remedies of the Secured Parties under the Finance Documents (including the right of the Debenture Trustee to declare an Event of Default in accordance with Schedule 6 (Events of Default) and to enforce any remaining Transaction Security).

2.4. Pledge and NDU Release – Drag Sale

In the event of exercise of Drag Right by any Investor, each of the following conditions shall be complied with, failing which the Debenture Trustee shall not be obliged to release the pledge over the Pledged Shares – Target and the Non-Disposal Arrangement over the NDU Shares and the Drag Right of such Investor shall not apply to the Pledged Shares – Target and the NDU Shares:

- (a) there is no side agreement or more favourable terms for the Dragging Shareholder, which such Dragging Shareholder shall confirm to the Debenture Trustee at the time of exercising the Drag Right;
- (b) the transaction to sell the shares of the Target pursuant to the Drag Sale is at arm's length and not with a Related Party of the Dragging Shareholder;
- (c) if the Drag Right is exercised only over partial shareholding of the Promoters or the Issuer and not their entire shareholding in the Target, the NDU Shares shall be released or sold off in the proposed Drag Sale, prior to any Pledged Shares – Target;
- (d) all proceeds received by the Promoters or the Issuer (being Dragged Shareholders) pursuant to the Drag Sale shall be applied towards mandatory redemption of the Debentures in accordance with this Deed; and
- (e) either: (i) the aggregate proceeds to be received by the Promoters or the Issuer (being Dragged Shareholders) pursuant to exercise of the Drag Right, shall be sufficient to pay the entire outstanding Secured Obligations (as confirmed in writing by the Debenture Trustee); or (ii) the pledge over such percentage of equity shares of the Target held by the Promoters and the Issuer as is equal to the Required Share Cover, continues to be maintained in favour of the Debenture Trustee (for the benefit of the Secured Parties) in accordance with the terms of the Pledge Agreement – Target, post sale of the shares pursuant to the Drag Sale.

2.5. Inter-Se Promoter Transfer

Any Promoter may request the Debenture Trustee to release the pledge and/or Non-Disposal Arrangement over such number of Pledged Shares and/or NDU Shares as may be required to facilitate a transfer of such shares to another Promoter (an "Inter-Se Promoter Transfer"), subject to the following conditions:

- (a) The transferring Promoter shall deliver to the Debenture Trustee a written request specifying the number and description of shares proposed to be transferred, the identity of the proposed transferee (who shall be another Promoter), and the proposed timeline for the transfer;
- (b) The Debenture Trustee may, in its sole discretion (acting reasonably), approve such request, subject to such conditions as it deems fit;
- (c) Upon completion of the Inter-Se Promoter Transfer, the transferee Promoter shall, within 2 Business Days of the transfer being reflected in the records of the depository/registrar, create a pledge or Non-Disposal Arrangement over such shares as may be required by the Debenture Trustee in accordance with the terms of the Finance Documents.

2.6. Refinancing Plan

- (a) In the event all the Debentures are not redeemed by the Issuer at the end of 24 (twenty four) months from the Deemed Date of Allotment, the Issuer shall, within 6 (six) months thereafter, present to the Debenture Trustee a committed refinancing plan, in form and substance satisfactory to the Debenture Trustee, setting out the proposed terms, timeline and committed financing sources, for the refinancing of the Debentures in full.
- (b) For the avoidance of doubt, the failure by the Issuer to present a refinancing plan that is satisfactory to the Debenture Trustee within the stipulated timelines shall constitute an Event of Default under this Deed.

ANNEXURE 4 – CONDITIONS PRECEDENT TO DISBURSEMENT

[ATTACHED]

ANNEXURE 5 – CONDITIONS SUBSEQUENT TO DISBURSEMENT

[ATTACHED]

ANNEXURE 6 – EVENTS OF DEFAULT

[ATTACHED]

ANNEXURE 7 – POWERS AND DUTIES OF THE DEBENTURE TRUSTEE

6.1 Authority for certain actions

- (a) The Debenture Trustee shall:
 - (i) execute and deliver and/or accept the Finance Documents on behalf of the Secured Parties and do any other act necessary for the creation and perfection of the Security required to be created and perfected pursuant to the Finance Documents;
 - (ii) execute and deliver all other documents, agreements, instruments, certificates, notices and do all other actions as may be necessary or desirable in connection with the protection and preservation of the rights of the Debenture Holders;
 - (iii) enforce the Transaction Security in accordance with the provisions of the Security Documents and this Deed;
 - (iv) enforce any guarantee given under the Finance Documents in accordance with the provisions of the relevant Finance Document;
 - (v) take any legal action against any of the Obligors and initiate any legal proceedings before any court, tribunal or other regulatory, judicial, statutory body (including, for the avoidance of doubt, initiating insolvency or bankruptcy or equivalent proceedings under relevant Applicable Law), on behalf of and for the benefit of Secured Parties;
 - (vi) monitor and require, from time to time, compliance by the Obligors with the terms, conditions and covenants contained in the Finance Documents and apprise the Debenture Holders of any non-compliance by an Obligor with respect to the Finance Documents; and
 - (vii) subject to the terms and provisions of this Deed, take such other action in connection with the foregoing as may be instructed by the Instructing Group.
- (b) Notwithstanding anything to the contrary in this Deed or any other Finance Document, the Debenture Trustee shall, prior to initiating any action on behalf of the Debenture Holders or providing any consent on behalf of the Debenture Holders or exercising any other right or performing any duty under this Deed or any other Finance Document, obtain Approved Instructions.

6.2. Instructions

- (a) Notwithstanding anything to the contrary in the Finance Documents, the Debenture Trustee shall act or omit to act in relation to the Finance Documents only if:
 - (i) prior to doing so, it has sought and received the written instructions of the relevant Instructing Group; or

- (ii) the relevant Instructing Group has given it instructions to do so,

in the manner set out in Schedule 7 (Procedure for Approval) or as the relevant Instructing Group may otherwise deem appropriate (the Approved Instructions). The Issuer shall not (and shall procure that no other Obligor will) object to the validity of any action or step or omission of the Debenture Trustee or any Secured Party.

6.3. Power of Debenture Trustee to delegate

- (a) The Debenture Trustee may, in the execution and exercise of all or any of the trusts, powers and authorities vested in it by this Deed, act by an officer or officers for the time being of the Debenture Trustee and the Debenture Trustee may also, whenever it thinks it expedient, delegate by power of attorney or otherwise, to any such officer, all or any of the trusts, powers and authorities vested in the Debenture Trustee by this Deed and any such delegation may be made upon such terms and conditions and subject to such regulations (including power to sub-delegate) as the Debenture Trustee may think fit.
- (b) Notwithstanding the provisions of sub-Clause (a) above, the Debenture Trustee shall be liable for any fraud, gross negligence or wilful misconduct of any officer to whom the Debenture Trustee has delegated its powers.

6.4. Power of Debenture Trustee to employ agents

The Debenture Trustee may, in carrying out the trust business, employ and pay any person to transact or concur in transacting any business and do or concur in doing all acts required to be done by the Debenture Trustee including the receipt and payment of monies and shall be entitled to charge and be paid all usual professional and other charges for business transacted and acts done by it in connection with the trusts hereof and also its charges in addition to the expenses incurred by it in connection with matters arising out of or in connection with this Deed.

6.5 Redressal of Debenture Holders' grievances

- (a) The Issuer shall furnish to the Debenture Trustee details of all grievances received from the Debenture Holders and the steps taken by the Issuer to redress the same. At the request of any Debenture Holder, the Debenture Trustee shall, by notice to the Issuer call upon the Issuer to take appropriate steps to redress such grievance and shall, if necessary for the purpose of such redressal, at the request of any Debenture Holder call a meeting of the Debenture Holders. The Issuer shall promptly and expeditiously attend to and redress the grievances of the Debenture Holders.
- (b) The Issuer shall, and shall cause, ensure and procure that each of the Obligors will, promptly comply with the directions that may be given in this regard, from time to time, by the Debenture Trustee, and shall notify the Debenture Trustee in writing periodically of the compliance.

6.6. Purchasers and persons dealing with Debenture Trustee not put on enquiry

The Issuer acknowledges and agrees that no person dealing with the Debenture Trustee, any Receiver or any Delegate (in each case, in connection with any of their rights, powers, discretions, authorisations or privileges under the Finance Documents) shall be concerned to enquire:

- (a) whether the rights conferred by or pursuant to any Finance Document are exercisable;
- (b) whether any consents, regulations, restrictions or directions relating to such rights have been obtained or complied with;
- (c) otherwise as to the propriety or regularity of acts purporting or intended to be in exercise of any such rights; or

(d) as to the application of any money borrowed or raised.

6.7. Receipt by Debenture Trustee to be effectual discharge

Upon the receipt by, as the case may be, the Debenture Trustee of the proceeds of all or part of the Charged Property sold or realised and for any other monies paid otherwise howsoever to it shall effectually discharge the purchaser or purchasers or person paying the same from being concerned to see to the application of such proceeds by the Debenture Trustee or being answerable for the loss or misapplication or non-application thereof.

6.8. Applicable Law

The Debenture Trustee shall not be required to take any actions which would result in the Debenture Trustee being in breach of Applicable Law.

6.9 Debenture Trustee's right to contract with the Obligor

Subject to Applicable Law, neither the Debenture Trustee nor any agent of the Debenture Trustee shall be precluded from making any contract or entering into any arrangement or transaction with any Obligor in the ordinary course of business of the Debenture Trustee.

6.10. Power to make Permitted Investments

- (a) The Debenture Trustee may invest (and shall have the power to vary and transpose such investment) (i) with Approved Instructions, the monies referred to in Clause 2.2(b)(iv) (Settlement of Trust) and (ii) any unclaimed amounts after providing for full payment and satisfaction of the Secured Obligations in accordance with this Deed, in the name of the Debenture Trustee in any of the investments in which trust monies can be invested under Applicable Law (Permitted Investments). Insofar as such monies shall not be invested it shall be placed on deposit or in current account in the name of the Debenture Trustee with any bank which has been included in the Second Schedule of the Reserve Bank of India Act, 1934.
- (b) Subject to paragraph (c) below, the Debenture Trustee shall have the power, to, from time to time, vary the Permitted Investments and resort to any Permitted Investments for any purpose for which such proceeds are authorised under this Deed to be expended. Subject as aforesaid the Debenture Trustee shall stand possessed of the Permitted Investments to hold the Permitted Investments and income thereof upon the trust and purposes hereinbefore expressed concerning the monies to arise from any sale, lease, calling in, collection and conversion of the Trust Property or any part thereof.
- (c) At all times prior to the Final Settlement Date, the Debenture Trustee may only exercise such right under this Clause 6.10 (Power to make Permitted Investments) with Approved Instructions.

6.11. Power to borrow

- (a) The Debenture Trustee may, upon receipt of Approved Instructions, without any liability of the Issuer, raise or borrow moneys on the security of the Trust Property or any part thereof:
 - (i) for the purpose of making any payment under or by virtue of this Deed;
 - (ii) in relation to the exercise of any powers, duties or obligations of the Debenture Trustee, Delegate or Receiver;

- (iii) for defraying any costs, charges and expenses incurred by the Debenture Trustee under or by virtue of this Deed;
- (iv) for the purpose of paying off or discharging any Encumbrance for the time being on any Charged Property; or
- (v) for any other purpose permitted by the Instructing Group.

- (b) The Debenture Trustee may raise and borrow such moneys as aforesaid at such rate or rates of interest and generally on such terms and conditions as the Debenture Trustee shall think fit (but acting on Approved Instructions) and no person lending any such money shall be concerned to inquire as to the propriety or purpose of the exercise of the said power or to monitor the application of any monies so raised or borrowed.

6.12. Power of Debenture Trustee to Appoint Receiver

Subject to Applicable Law, the Debenture Trustee may, at any time after the Transaction Security becomes enforceable, appoint in writing any one or more of the officers of the Debenture Trustee or any bank or financial institution doing business in India or an independent accountant as Receiver(s) of the Charged Property or any part thereof and remove any Receiver(s) so appointed and appoint any such other person(s) in his or their stead. Such Receiver shall be deemed to be the agent of the applicable Chargor(s) which shall be solely responsible for his acts and defaults and liable on any contract or engagement made or entered into by him and for his remuneration and the Secured Parties shall not incur any liability or responsibility by reason of their making or consenting to his appointment as such Receiver. In addition to the foregoing, the following provisions shall also apply to such Receiver, subject to applicable provisions of the Companies Act:

- (a) Appointment before or after possession: A Receiver may be appointed either before or after the Debenture Trustee shall have entered into or taken possession of the Charged Property or any part thereof.
- (b) Receiver to be vested with powers by Debenture Trustee: The Receiver may be vested by the Debenture Trustee with such powers and discretions including powers of management as the Debenture Trustee may think expedient.
- (c) Receiver to exercise powers vested in Debenture Trustee: Unless otherwise specified by the Debenture Trustee in writing, the Receiver shall have and may exercise all the powers and authorities hereby conferred on the Debenture Trustee.
- (d) Receiver to conform to regulations made by Debenture Trustee: The Receiver shall, in the exercise of his powers, authorities and discretions, conform to the regulations, instructions and directions made and given by the Debenture Trustee, from time to time.
- (e) Receiver's remuneration: The Debenture Trustee may, from time to time, fix the remuneration of the Receiver and direct payment thereof out of the Charged Property, but the applicable Chargor(s) alone shall be liable for the payment of such remuneration.
- (f) Receiver to give security: The Debenture Trustee may, from time to time and at any time, require the Receiver to give security for the due performance of his duties as such Receiver

and may fix the nature and the amount of the security to be given, but the Debenture Trustee shall not be bound in any case to require any such security.

- (g) Receiver to pay the monies: Unless otherwise directed by the Debenture Trustee, all monies, from time to time, received by such Receiver shall be paid over to the Debenture Trustee.

6.13. Debenture Trustee's Rights in Respect of the Charged Property

Upon the Transaction Security becoming enforceable and after the Debenture Trustee has made entry and taken possession of the Charged Property in accordance with the provisions of the Finance Documents and Applicable Law and until the Charged Property has been sold, called in, collected or converted, the Debenture Trustee may manage the Charged Property in accordance with Approved Instructions. For the purpose aforesaid, the Debenture Trustee may do all or any of the following acts and things, namely:

- (a) collect all or any part of the amounts receivable in respect of the Charged Property, and to require payment of such amounts to it and for that purpose take any proceedings and enforce any order or judgement in the name of the applicable Chargor(s) or otherwise as it shall consider fit;
- (b) employ experts, officers, managers, clerks, accountants, servants, workmen, employees, contractors, agents, advisors and others, upon such terms, with such salaries, wages or remuneration as the Debenture Trustee shall think proper and discharge any such persons and any such persons appointed, hired or employed by the Issuer;
- (c) make any contract, compromise or arrangement between Obligors and any other person in respect of any part of the Charged Property and perform, repudiate, rescind or vary any contract, compromise or arrangement in respect of any of the Charged Property to which any Obligor is a party;
- (d) enter into bonds, covenants, guarantees, indemnities and other commitments and make all payments needed to effect, maintain or satisfy them;
- (e) acquire and provide all such machinery, materials and things as the Debenture Trustee may consider necessary;
- (f) appoint co-trustees and agents;
- (g) insure all or any of the Charged Property of an insurable nature against loss or damage by fire and against such other risks in such sum or sums as the Debenture Trustee shall think fit;
- (h) settle, arrange, compromise and submit to arbitration any accounts, claims, questions or disputes whatsoever which may arise in connection with the Charged Property or in any way relating to the Transaction Security and execute, releases or other discharges in relation thereto;
- (i) bring, take, defend, compromise, submit to arbitration and discontinue any actions, suits or proceedings whatsoever, civil or criminal, in relation to any part of the Charged Property;

- (j) redeem any Encumbrance (whether or not having priority to the Transaction Security) over the Charged Property and settle the accounts of any person with an interest in the Charged Property;
- (k) allow time for payment of any debt, with or without security;
- (l) subject to such consent as may be necessary, demise or let out, sublet or underlet the Charged Property or any part or parts thereof for such terms at such rents and generally in such manner and upon such conditions and stipulations as the Debenture Trustee shall think fit;
- (m) exchange any part or parts of the Charged Property for any other security or property suitable upon such terms as may seem expedient and either with or without payment or receipt of moneys for equality of exchange or otherwise; and/or
- (n) execute and do all such acts, deeds and things as to the Debenture Trustee may appear necessary or proper or in relation to any of the purposes aforesaid.

The Debenture Trustee may for any of the purposes mentioned in this Clause 6 (Powers and Duties of the Debenture Trustee) do or cause to be done all such acts and things in respect of the Charged Property as the Debenture Trustee could do or cause to be done if it had absolute possession of the Charged Property and had carried on the said business, without being answerable for any loss or damage which may happen thereby, except in the case of fraud, negligence or wilful default.

ANNEXURE 8 – APPLICATION FORM

PROSPERA HEALTHCORP PRIVATE LIMITED

(A Private Company incorporated under Companies Act, 2013)

Corporate Identity Number: U70200TN2026PTC190163

Permanent Account Number: AAQCP7692C

Registered Office: PNo.13,Thiru.Vee.Ka.Nagar, Grace Garden,

Vannara Pattai, Puthur, Tiruchirappalli- 620017

Telephone: +91- 9677120839

Website: <https://prosperahealthcorp.com>

Date: _____

Applicant Name: _____ Application Form No.: _____

Dear Sirs,

Sub.: Issue of Listed, Secured, Non-Convertible Debentures of Face Value of Rs. 1,00,000 (Rupees One Lakh) each, for an amount of up to Rs. 335,00,00,000/- (Indian Rupees Three Hundred and Thirty Five Crores Only) (referred to as “NCDs” or “Debentures”), for cash at par to the face value.

Having read and understood the contents of the General Information Document dated July 13, 2026 and Key Information Document dated August 03, 2026, we apply for allotment of the Debentures to us. The amount payable on application as shown below is remitted herewith. On allotment, please place our name(s) on the Register of debenture holder(s). We bind ourselves to the terms and conditions as contained in the General Information Document and Key Information Document.

(Please read carefully the instructions before filling this form)

No. of Debentures Applied for	No. in Figures	No. in Words	
Amount (Rs) in figures:			
Amount (Rs) in words:			
ECS / NEFT/ RTGS details	Date	Drawn on Bank	Total Amount

Applicant's Name & Address in full (please use capital letters)

		Pin Code:
Telephone:	Fax:	Email:
Contact Person	Mobile No.	Email

Sign:

Seal:

Status: Banking Company () Insurance Company () Others () – please specify

Name of Authorised Signatory	Designation	Signature

Details of Bank Account of Applicant

Bank Name & Branch	
Nature of Account	
Account No.:	
IFSC / NEFT Code	

Depository Details of Applicant

DP Name			
DP ID		Client ID	

(*) We understand that in case of allotment of Debentures to us, our Beneficiary Account as mentioned above would be credited to the extent of Debentures allotted.

PAN / GIR No. of the applicant	IT Circle / Ward / District		() Not Allotted	
Tax Deduction Status	() Fully	() Tax to be deducted at Source	() Yes	() No

Sign:

Seal:

----- (Tear here) -----

ACKNOWLEDGEMENT SLIP

Application No: [●] Date: [●]_____

Received From: _____ Rs. ____ (Rupees_____) By ECS, NEFT or RTGS

No. ____ drawn on _____ towards subscription money for Debentures.

For all further correspondence please contact:

Dr S Chandrakumar,

Phone: +91- 9677120839

Authorised Signatory: Director

E-mail: prospera@kauveryhospital.com

INSTRUCTIONS

- (a) You must complete application in full in BLOCK LETTERS IN ENGLISH.
- (b) Your Signatures should be made in English or in any of the Indian languages
- (c) Application forms duly completed in all respects must be lodged at the Registered office of the Company/ submitted electronically to the Email Id mentioned in the “Acknowledgement Slip”.
- (d) In case of payments through RTGS, the payments may be made as follows:

Beneficiary Name	Prospera Healthcorp Private Limited - NCD
Bank Account No.	42705568462
Bank Name	Standard Chartered Bank
Branch Address	19, Rajaji Salai, 4 th Floor, Chennai - 600 001, India
Account Type	NCD Account
IFSC Code	SCBL0036078

- (e) Cheques, demand drafts, cash, money orders, postal orders and stock invest will NOT be accepted.
- (f) Dr S Chandrakumar (Director), in the “Acknowledgement Slip” appearing below the Application Form, will acknowledge receipt of applications. No separate receipt will be issued.
- (g) You should mention your Permanent Account Number or the GIR number allotted under Income-Tax Act, 1961 and the Income-Tax Circle / Ward / District. In case where neither the PAN nor GIR number has been allotted, the fact of non-allotment should be mentioned in the application form in the space provided.
- (h) The application would be accepted as per the terms of the issue outlined in the General Information Document and the Key Information Document.
- (i) The Investors need to submit the documents listed in the General Information Document and Key Information Document together with the Application Form.

ANNEXURE VI: DETAILS TO BE FILLED BY THE APPLICANT

S. No.	Description	Details
(a)	Name	_____
(b)	Father's name	_____
(c)	Complete address, including flat/house number, street, locality, pin code	_____
(d)	Phone number, if any	_____
(e)	E-mail ID, if any	_____
(f)	PAN Number	_____
(g)	Bank account details	_____
(h)	<i>Tick whichever is applicable</i>	
(i)	The applicant is not required to obtain Government approval under the Foreign Exchange Management (Non-debt Instrument) Rules, 2019 prior to the subscription of shares:-	☐
(ii)	The applicant is required to obtain Government approval under the Foreign Exchange Management (Non-debt Instrument) Rules, 2019 prior to the subscription of shares and the same is enclosed herewith:-	☐

ANNEXURE 9 – BOARD RESOLUTION

[ATTACHED]

ANNEXURE 10 – SHAREHOLDERS RESOLUTION

[ATTACHED]

ANNEXURE 11 – IN-PRINCIPLE LISTING APPROVAL

[ATTACHED]

ANNEXURE 12 – CONSENT LETTER FROM THE DIRECTORS

[ATTACHED]

ANNEXURE 13 – CONSENT FROM EXISTING LENDERS OF SKMCIL

[ATTACHED]

ANNEXURE 14 – DEBENTURE TRUSTEE APPOINTMENT AGREEMENT

QR Code:



Web link:

<https://prosperahealthcorp.com/investors>

ANNEXURE 15 – CONSENT LETTER FROM THE REGISTRAR TO THE ISSUE

[ATTACHED]

ANNEXURE 16 – CONSENT LETTER FROM THE DEBENTURE TRUSTEE

[ATTACHED]

**ANNEXURE 17 – DETAILED PRESS RELEASE OF THE RATING AGENCY INCLUDING THE
CREDIT RATING LETTER AND RATING RATIONALE**

[ATTACHED]

ANNEXURE 18-A – PERSONAL GUARANTEE

[ATTACHED]

ANNEXURE 18-B – CORPORATE GUARANTEE

[ATTACHED]