

To,
Name of Investor: _____

(This Disclosure Document is not a Prospectus)



Serial No. 360 ONE PRIME 18M NCD 04 SEP 2025

PART – A

360 ONE PRIME LIMITED

(Formerly known as IIFL Wealth Prime Limited)

A Public Limited Company Incorporated under the Companies Act, 1956, as amended
Registered as a Non-Banking Financial Company within the meaning of the Reserve Bank of India Act, 1934 (2 of 1934)

Registered Office & Corporate Office: 360 ONE Centre, Kamala City, Senapati Bapat Marg, Lower Parel, Delisle Road, Mumbai - 400013

Tel.: +91 22 39585600 **Fax:** +91 22 46464706

Website: www.iiflwealthprime.com **Email:** nbfc-compliance@360.one

CIN No. U65990MH1994PLC080646, PAN No: AABCC3347E, RBI Reg. No.: B – 13.00361

IRDA Corporate Agency No.: CA0466

Compliance officer & Company Secretary

Name: Amit Bhandari

Contact No: 022 4876 5712

Email id: nbfc-compliance@360.one

Chief Financial Officer

Name: Mr. Sanjay Wadhwa

Contact No: 022 4876 5468

Email id: nbfc.finance@360.one

Promoter / parent:

360 ONE Prime Limited is wholly owned subsidiary of 360 ONE WAM LIMITED (Formerly known as IIFL Wealth Management Limited).

Contact person: Mr. Rohit Bhase, Company Secretary & Compliance Officer, Email id: secretarial@360.one

SHELF DISCLOSURE DOCUMENT FOR PRIVATE PLACEMENT OF 60,000 (SIXTY THOUSAND) SECURED, RATED, LISTED, REDEEMABLE, NON-CONVERTIBLE DEBENTURES, HAVING FACE VALUE OF Rs. 1,00,000/- AND THE AGGREGATE ISSUE SIZE OF Rs. 600 CRORES AS SET OUT IN THE RELEVANT TRANCHE INFORMATION MEMORANDUM FOR ANY TRANCHE ISSUE (EACH "TRANCHE ISSUE") WHICH SHOULD BE READ TOGETHER WITH THIS DRAFT SHELF INFORMATION MEMORANDUM AND THE SHELF INFORMATION MEMORANDUM (COLLECTIVELY, THE "OFFER DOCUMENTS"). THE SAID ISSUANCE DOES NOT FORM PART OF NON-EQUITY REGULATORY CAPITAL MENTIONED UNDER CHAPTER V OF SEBI (ISSUE AND LISTING OF NON-CONVERTIBLE SECURITIES) REGULATIONS, 2021.

SCHEDULE – I AND PAS-4 DISCLOSURES IN ACCORDANCE WITH REGULATIONS OF SEBI (ISSUE AND LISTING OF NON CONVERTIBLE SECURITIES) REGULATIONS, 2021 AS AMENDED FROM TIME TO TIME AND SECTION 42 AND RULE 14(1) OF COMPANIES (PROSPECTUS AND ALLOTMENT OF SECURITIES) RULES, 2014 RESPECTIVELY AND IN COMPLIANCE WITH COMPANIES (SHARE CAPITAL AND DEBENTURES) RULES, 2014 AND ALSO IN COMPLIANCE WITH OPERATIONAL CIRCULAR FOR ISSUE AND LISTING OF NON-CONVERTIBLE SECURITIES, SECURITISED DEBT INSTRUMENTS, SECURITY RECEIPTS, MUNICIPAL DEBT SECURITIES AND COMMERCIAL PAPER DATED AUGUST 10, 2021.

GENERAL RISK

Investment in non-convertible securities involve a degree of risk and investors should not invest any funds in such securities unless they can afford to take the risk attached to such investments. Investors are advised to take an informed decision and to read the risk factors carefully before investing in this offering. For taking an investment decision, investors must rely on their examination of the issue including the risks involved in it. Specific attention of investors is invited to statement of risk factors contained in this placement memorandum.

These risks are not, and are not intended to be, a complete list of all risks and considerations relevant to the non-convertible securities or investor's decision to purchase such securities.

The Issue of Debentures has not been recommended or approved by Securities and Exchange Board of India ("SEBI") nor does SEBI guarantee the accuracy or adequacy of this document.

ISSUER'S ABSOLUTE RESPONSIBILITY

The issuer, having made all reasonable inquiries, accepts responsibility for and confirms that this placement memorandum contains all information with regard to the issuer and the issue which is material in the context of the issue, that the information contained in the placement memorandum is true and correct in all material aspects and is not misleading, that the opinions and intentions expressed herein are honestly stated and that there are no other facts, the omission of which make this document as a whole or any of such information or the expression of any such opinions or intentions misleading.

CREDIT RATING

"[ICRA]AA" (pronounced as ICRA Double A) rating with a Stable outlook " rating has been assigned by ICRA Limited vide letter having reference dated February 23, 2024 for Rs. 1500 crore Non-convertible debentures programme of our company. Instruments with "[ICRA]AA" rating are considered to have high degree of safety regarding timely servicing of financial obligations. Such instruments carry very low credit risk. The present issue is part of the aforesaid programme of Rs. 1500 crore.

The rating is not a recommendation to buy, sell or hold securities and investors should take their own decision. The rating may be subject to revision or withdrawal at any time by the assigning rating agency and each rating should be evaluated independently of any other rating. The rating agency has a right to suspend or withdraw the rating at any time on the basis of factors such as new information.

ISSUE DETAILS

Issue Opening Date: As mentioned in the annexed Term Sheet (Annexure A)

Issue closing Date: As mentioned in the annexed Term Sheet (Annexure A)

Date of earliest closing of the Issue, if any; N.A.

Eligible Investor: As mentioned in the annexed Term Sheet (Annexure A)

Coupon/ dividend rate, coupon/ dividend payment frequency, redemption date, redemption amount: As mentioned in the annexed Term Sheet (Annexure A)

Underwriter: N.A.

Amount to be undertaken by underwriter: N.A.

EBP mechanism: Yes

Bid Book type: Open

Allocation manner: Uniform yield

LISTING

The Secured, Rated, Listed, Redeemable, Non-Convertible Debentures will be listed on the BSE Limited ("BSE").



Registrar

Link Intime India Private Limited
C 101, 247 Park,

L B S Marg, Vikhroli West, Mumbai 400 083

Tel No: +91 22 49186000 Fax: +91 22 49186060

E-mail : mumbai@linkintime.co.in

Website: www.linkintime.co.in

Trustee



Beacon Trusteeship Limited

7A & B, Siddhivinayak Chambers, Gandhi Nagar, Opp MIG Cricket Club, Bandra (E), Mumbai (MH)- 400 051

Contact Person: Kaustubh Kulkarni

Telephone: +91 22 26558759

E-mail: compliance@beacontrustee.co.in

Website: www.beacontrustee.co.in

Credit Rating Agency



ICRA Limited

3rd Floor, Electric Mansion
Appasaheb Marathe Marg,
Prabhadevi. Mumbai- 400025
Contact Person: Jui J. Kulkarni

Tel: 022- 61143427

Email: jui.kulkarni@icraindia.com

Website: www.icra.com	
Issue Opens on: As mentioned in the annexed Term Sheet (Annexure A)	Issue Closes on: As mentioned in the annexed Term Sheet (Annexure A)
The issue shall be open for bidding and subscription in accordance with the guidelines issued by SEBI pertaining to the procedure of Electronic Bidding Platform set out in the Electronic Bidding Mechanism Guidelines.	

This Shelf Disclosure Document is not a Prospectus under the Companies Act, 2013 (the “**Companies Act**”). This Shelf Disclosure Document is prepared in conformity with (i) Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 as amended from time to time (“**SEBI Debt Regulations**”); (ii) relevant provisions of the Companies Act and rules made thereunder; (iii) Operational Circular for issue and listing of Non-Convertible Securities, Securitised Debt Instruments, Security Receipts, Municipal Debt Securities and Commercial Paper.

Note: The Issuer reserves the right to change the issue closing date and in such an event, the Deemed Date of Allotment for the Debentures may also be revised by the Issuer at its sole and absolute discretion.

This Shelf Disclosure Document is dated February 27, 2024

DISCLAIMER

GENERAL DISCLAIMER:

This Shelf Memorandum of Private Placement (“**Disclosure Document/ Information Memorandum**”) is not a prospectus and does not constitute an offer to the public generally to subscribe for or otherwise acquire the Debentures to be issued by 360 ONE Prime Limited (the “**Issuer**”). Neither this Disclosure Document nor any other information supplied in connection with the contemplated issue should be construed as legal, tax, accounting or investment advice.

The Issue is proposed to be listed on the BSE and is being made strictly on a private placement basis. This Disclosure Document is not intended to be circulated to more than 49 (forty-nine) persons. Multiple copies hereof given to the same entity shall be deemed to be given to the same person and shall be treated as such. It does not constitute and shall not be deemed to constitute an offer or an invitation to subscribe to the Debentures to the public in general.

This Disclosure Document is for private placement of Debentures and has been prepared in conformity with the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 and section 42 of the Companies act, 2013 and the Companies (Prospectus and Allotment of Securities) Rules, 2014. This Disclosure Document also complies with SEBI Operational Circular for issue and listing of Non-Convertible Securities, Securitised Debt Instruments, Security Receipts, Municipal Debt Securities and Commercial Paper”. As per the applicable provisions, copy of this Disclosure Document has not been filed or submitted to SEBI for its review and/or approval.

This Disclosure Document has been prepared to provide general information about the Issuer to potential investors to whom it is addressed and who are willing and eligible to subscribe to the Debentures. This Disclosure Document does not purport to contain all the information that any potential investor may require. Neither this Disclosure Document nor any other information supplied in connection with the Debentures is intended to provide the basis of any credit or other evaluation and any recipient of this Disclosure Document should not consider such receipt a recommendation to purchase any Debentures. Each investor contemplating purchasing any Debentures should make its own independent investigation of the financial condition and affairs of the Issuer, and its own appraisal of the creditworthiness of the Issuer. Each recipient of this Disclosure Document acknowledges that such person has not relied on the Issuer or any of its affiliates, shareholders, directors, employees, agents or advisors in connection with its investigation of the accuracy of such information or its investment decision and such person has relied solely on its own examination of the creditworthiness of the Issuer and the merits and risks involved in investing 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 the Debentures and should possess the appropriate resources to analyze such investment and the suitability of such investment to such investor’s particular circumstances.

No person has been authorized to give any information or to make any representation not contained or incorporated by reference in this Disclosure Document or in any material made available by the Issuer to any potential investor pursuant hereto and, if given or made, such information or representation must not be relied upon as having been authorized by the Issuer.

This Disclosure Document and the contents hereof are restricted for only the intended recipient(s) who have been addressed directly and specifically through a communication by the Issuer and only such recipients are eligible to apply for the Debentures. All investors are required to comply with the relevant regulations/guidelines applicable to them for investing in this Issue. The contents of this Disclosure Document are intended to be used only by those

investors to whom it is distributed. It is not intended for distribution to any other person and should not be reproduced by the recipient.

No invitation is being made to any persons other than those to whom application forms along with this Disclosure Document being issued have been sent by or on behalf of the Issuer. Any application by a person to whom the Disclosure Document has not been sent by or on behalf of the Issuer shall be rejected without assigning any reason.

Each person receiving this Disclosure Document acknowledges that:

Such person has been afforded an opportunity to request and to review and has received all additional information considered by it to be necessary to verify the accuracy of or to supplement the information herein. Each such person (i) is a knowledgeable and sophisticated investor; (ii) have the expertise in assessing the credit, market and all the other risks involved in purchasing the Debentures; (iii) has done its own independent assessment and analysis of the Issue; (iv) understands that, by purchase or holding of the Debentures, it is assuming and is capable of bearing the risk of loss that may occur with respect to Debentures, including the possibility that it may lose all or a substantial portion of investment.

The Issuer does not undertake to update the Disclosure Document to reflect subsequent events after the date of the Disclosure Document.

Neither the delivery of this Disclosure Document nor any sale of Debentures made hereunder shall, under any circumstances, constitute a representation or create any implication that there has been no change in the affairs of the Issuer since the date hereof.

This Disclosure 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 Disclosure Document in any jurisdiction where such action is required. The distribution of this Disclosure Document and the offering and sale of the Debentures may be restricted by law in certain jurisdictions. Persons into whose possession this Disclosure Document comes are required to inform themselves about and to observe any such restrictions. The Disclosure Document is made available to investors in the Issue on the strict understanding that the contents hereof are strictly confidential.

It is the responsibility of investors to ensure that any transfer of the Debentures is in accordance with this Disclosure Document and the applicable laws, and ensure that the same does not constitute an offer to the public. The information and data contained herein is submitted to each of the recipient of this Disclosure Document on a strictly private and confidential basis. By accepting a copy of this Disclosure Document, each recipient agrees that neither it nor any of its employees or advisors will use the information contained herein for any purpose other than evaluating the subscription to the Issue or will divulge to any other party any such information. This Disclosure Document must not be photocopied, reproduced, extracted or distributed in full or in part to any person other than the recipient without the prior written consent of the Issuer.

DISCLAIMER OF THE SECURITIES AND EXCHANGE BOARD OF INDIA

This Disclosure Document has not been filed with the Securities & Exchange Board of India (SEBI). The securities have not been recommended or approved by SEBI nor does SEBI guarantee the accuracy or adequacy of this document. This document should not, in any way, be deemed or construed to have been cleared or vetted 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 document. The issue of Debentures is being made on a private placement basis and, therefore, filing of this document with SEBI is not required, however SEBI reserves the right to take up at any point of time, with the Issuer, any irregularities or lapses in this document.

DISCLAIMER OF THE STOCK EXCHANGE

As required, a copy of this Disclosure Document shall be submitted to the BSE for hosting the same on its website. It is to be distinctly understood that such submission of the document with BSE or hosting the same on its website should not in any way be deemed or construed that the document has been cleared or approved by BSE; nor does it in any manner warrant, certify or endorse the correctness or completeness of any of the contents of this document; nor does it warrant that this Issuer's securities will be listed or continue to be listed on the exchange; nor does it take responsibility for the financial or other soundness of the Issuer, its promoters, its management or any scheme or project of the Issuer. Every person who desires to apply for or otherwise acquire any securities of this Issuer may do so pursuant to independent inquiry, investigation and analysis and shall not have any claim against the exchange whatsoever by reason of any loss which may be suffered by such person consequent to or in connection with such subscription/ acquisition whether by reason of anything stated or omitted to be stated herein or any other reason whatsoever.

DISCLAIMER BY THE RESERVE BANK OF INDIA:

THE COMPANY IS HAVING A VALID CERTIFICATE OF REGISTRATION DATED MARCH 18, 1998 BEARING REGISTRATION NO. B-13.00361 ISSUED BY THE RESERVE BANK OF INDIA UNDER SECTION 45 IA OF THE RESERVE BANK OF INDIA ACT, 1934. HOWEVER, RBI DOES NOT ACCEPT ANY RESPONSIBILITY OR GUARANTEE ABOUT THE PRESENT POSITION AS TO THE FINANCIAL SOUNDNESS OF THE COMPANY OR FOR THE CORRECTNESS OF ANY OF THE STATEMENTS OR REPRESENTATIONS MADE OR OPINIONS EXPRESSED BY THE COMPANY AND FOR REPAYMENT OF DEPOSITS/ DISCHARGE OF LIABILITY BY THE COMPANY.

DISCLAIMER IN RESPECT OF JURISDICTION

The private placement of Debenture is made in India to Companies, Corporate Bodies, Trusts registered under the Indian Trusts Act, 1882, Societies registered under the Societies Registration Act, 1860 or any other applicable laws, provided that such Trust/ Society is authorised under constitution/ rules/ bye laws to hold debenture in a Company, Indian Mutual Funds registered with SEBI, Indian Financial Institutions, Insurance Companies, Commercial Banks including Regional Rural Banks and Cooperative Banks, Provident, Pension, Gratuity, Superannuation Funds as defined under Indian laws. The Information Memorandum does not, however, constitute an offer to sell or an invitation to subscribe to securities offered hereby in any other jurisdiction to any person to whom it is unlawful to make an offer or invitation in such jurisdiction. Any person into whose possession this Information Memorandum comes is required to inform him about and to observe any such restrictions. Any disputes arising out of this issue will be subject to the exclusive jurisdiction of the courts at Mumbai. All information considered adequate and relevant about the Issuer has been made available in this Information Memorandum for the use and perusal of the potential investors and no selective or additional information would

be available for a section of investors in any manner whatsoever.

FORWARD LOOKING STATEMENTS

All statements regarding the Issuer's expected financial condition and results of operations, business, plans and prospects are forward looking statements. These forward looking statements and any other projections contained in this Disclosure Document (whether made by the Issuer or any third party) are predictions and involve known and unknown risks, uncertainties and other factors that may cause the Issuer's actual results, performance and achievements to be materially different from any future results, performance or achievements expressed or implied by such forward looking statements or other projections. The forward looking statements, if any, contained in this Disclosure Document are based on the beliefs of the management of the Issuer, as well as the assumptions made by and information available to management as at the date of this Disclosure Document. There can be no assurance that the expectations will prove to be correct. The Issuer expressly disclaims any obligation or undertaking to release any updated information or revisions to any forward looking statements contained herein to reflect any changes in the expectations or assumptions with regard thereto or any change in the events, conditions or circumstances on which such statements are based. Given these uncertainties, recipients are cautioned not to place undue reliance on such forward looking statements. All subsequent written and oral forward looking statements attributable to the Issuer are expressly qualified in their entirety by reference to these cautionary statements.

UNDERTAKING BY THE ISSUER

Investors are advised to read the risk factors carefully before taking an investment decision in this issue. For taking an investment decision, investors must rely on their own examination of the issuer and the offer including the risks involved. The securities have not been recommended or approved by the any regulatory authority in India, including the Securities and Exchange Board of India (SEBI) nor does SEBI guarantee the accuracy or adequacy of this document. Specific attention of investors is invited to the statement of 'Risk factors' under the section 'General Risks'."

The Issuer, having made all reasonable inquiries, accepts responsibility for, and confirms that this Offer Document contains all information with regard to the issuer and the issue, that the information contained in the offer document is true and correct in all material aspects and is not misleading in any material respect, that the opinions and intentions expressed herein are honestly held and that there are no other facts, the omission of which make this document as a whole or any of such information or the expression of any such opinions or intentions misleading in any material respect.

The issuer has no side letter with any debt securities holder except the one(s) disclosed in the offer document/placement memorandum. Any covenants later added shall be disclosed on the stock exchange website where the debt is listed."

RISK FACTORS:

Risk factors associated with investing in Fixed Income Securities

The price of the securities will be affected by changes in the general level of interest rates. The price of the securities is expected to increase from a fall in interest rates while it would be adversely affected by an increase in the level of interest rates.

Investment in Debt instruments are subject to varying degree of credit risk or default risk (i.e. the risk of an issuer's inability to meet interest and principal payments on its obligations) or any other issues, which may have their credit ratings downgraded. Changes in financial conditions of an issuer, changes in economic and political conditions in general, or changes in economic and/ or political conditions specific to an issuer, all of which are factors that may have an adverse impact on an issuer's credit quality and security values. This may increase the risk of the portfolio. The Investment Manager will endeavour to manage credit risk through in-house credit analysis.

Generally, when interest rates rise, prices of fixed income securities fall and when interest rates drop, the prices increase. The extent of fall or rise in the prices is a function of the existing coupon, days to maturity and the increase or decrease in the level of interest rates. The new level of interest rate is determined by the rates at which government raises new money and/or the price levels at which the market is already dealing in existing securities.

Different types of fixed income securities in which the Securities would invest as given in the Scheme Information Document carry different levels and types of risk. Accordingly, the Securities risk may increase or decrease depending upon its investment pattern, e.g., corporate bonds carry a higher level of risk than Government securities. Further even among corporate bonds, AAA rated bonds, are comparatively less risky than AA rated bonds.

Risk factors associated with Government Securities

Money Market Securities including Govt securities are subject to the risk of an issuer's inability to meet interest and principal payments on its obligations and market perception of the creditworthiness of the issuer. Government securities where a fixed return is offered, run price-risk like any other fixed income security. When interest rates decline, the value of a portfolio of fixed income securities can be expected to rise. Conversely, when interest rates rise, the value of a portfolio of fixed income securities can be expected to decline. The extent of such fall or rise in the prices is a function of the existing coupon, days to maturity and the increase or decrease in the level of interest rates. The new level of interest rate is determined by the rates at which government raises new money and / or the price levels at which the market is already dealing in the existing securities. However, Government securities are unique in the sense that their credit risk always remains zero.

Internal Risk Factors

Risks relating to our Business and our Company

- 1. Our customers may default in their repayment obligations and high levels of customer defaults and the resultant non-performing assets could adversely affect our Company's business, financial condition, results of operations and future financial performance.**

Our Company's business involves lending money and accordingly, our Company is subject to risks of customer default which includes default or delays in repayment of principal and/or interest on the loans our Company provides to its customers. Customers may default on their obligations as a result of various factors, including certain external factors which may not be within our Company's control such as developments in the Indian economy and the real estate market, movements in global markets, changes in interest rates and changes in regulations. Customers could also be adversely affected by factors such

as, bankruptcy, lack of liquidity, lack of business and operational failure. If customers fail to repay loans in a timely manner or at all, our Company's financial condition and results of operations will be adversely impacted. To the extent our Company is not able to successfully manage the risks associated with lending to these customers, it may become difficult for our Company to make recoveries on these loans. In addition, our Company may experience higher delinquency rates due to prolonged adverse economic conditions or a sharp increase in interest rates. An increase in delinquency rates could result in a reduction in our Company's total interest income (i.e., our Company's accrued interest income from loans, including any interest income from credit substitutes) and as a result, lower revenue from its operations, while increasing costs as a result of the increased expenses required to service and collect delinquent loans, and make loan loss provisions as per applicable laws. Our Company may also be required to make additional provisions in respect of loans to such customers in accordance with applicable regulations and, in certain cases, may be required to write-off such loans.

- 2. We may not be able to recover, on a timely basis or at all, the full value of collateral or amounts which are sufficient to cover the outstanding amounts due under defaulted loans, and that could have an adverse impact on our business, results of operations, financial condition and cash flows.**

Substantial portion of our Company's Loan Book is secured in nature. Our secured Loan Book represented 88.11%, 92.96%, 95.58% and 96.00% of our total Loan Book as of September 30, 2023, March 31, 2023, 2022 and 2021, respectively. We maintain loan-to-value on the basis of the products being offered and product specific LTVs vary from case to case. In the event our borrowers default on the repayment of loans, we may not be able to realize the full value of the collateral due to various reasons, including a possible decline in the realizable value of the collateral, defective title as security, prolonged legal proceedings, unavailability of a ready market and fraudulent actions by borrowers, or we may not be able to foreclose on collateral at all. Further, certain kinds of loans that are advanced by us are not secured by any assets. In India, foreclosure on collateral may be subject to delays and administrative requirements that may result, or be accompanied by, a decrease in the value of the collateral. Foreclosure on collateral generally requires a written petition to an Indian court or tribunal, any proceedings brought may be subject to delays and administrative requirements that may result in, or be accompanied by, a decrease in the value of the collateral.

A decline in the value of the security could impair our ability to realize the secured assets upon any foreclosure, which may require us to increase our provision for loan losses. In the event of a default with respect to any of these loans, the amounts we receive upon sale of the secured assets may be insufficient to recover the outstanding principal and interest on the loan. If we are required to re-value the assets securing a loan to satisfy the debt during a period of reduced asset values or to increase our allowance for loan losses, our profitability could be adversely affected, which could have a material adverse effect on our business, financial condition, results of operations and prospects.

The remaining portion of the Company's Loan Book is unsecured and in the event of defaults by such customers, our Company's ability to realise the amounts due to it from the loans would be restricted to initiating legal proceedings for recovery as our Company will not have the benefit of enforcing any security interest. There can be no guarantee as to the length of time it could take to conclude such legal proceedings or for the legal proceedings to result in a favourable decision for our Company.

- 3. Our business requires substantial capital, and any disruption in funding sources would have a material adverse effect on our liquidity, cash flows and financial condition.**

As an NBFC, our liquidity and on-going profitability are, in large part, dependent upon our timely access to, and the costs associated with, raising capital. Our Company's borrowings (debt securities and borrowings other than debt securities and subordinated liabilities), as at September 30, 2023, amounted to ₹ 5,409.66 crore. We rely on longterm, medium-term borrowings and short term borrowings from various sources. We take term loans, issue nonconvertible debentures, market-linked debentures, and commercial papers. We have a diversified lender base comprising public sector banks, private banks, and others. Thus, our business depends and will continue to depend on our ability to access diversified funding sources. Our ability to raise funds on acceptable terms and at competitive rates continues to depend on various factors including our credit ratings, the regulatory environment and policy

initiatives in India, investors' and/or lenders' perception of demand for debt and equity securities of NBFCs, and our current and future results of operations, cash flows and financial condition. While our borrowing costs have been reasonable in the past, if we are unable to access funds at an effective cost that is comparable to or lower than our competitors, we may not be able to offer competitive interest rates for our loans. This may adversely impact our business, prospects, cash flow, results of operations and financial condition.

Changes in economic and financial conditions or a continuing lack of liquidity in the market could make it difficult for us to access funds at competitive rates. Such conditions may lead to a disruption in our primary funding sources at competitive costs and would have a material adverse effect on our liquidity, cash flow and financial condition.

We adhere to provisioning requirements related to our loan assets pursuant to applicable RBI regulations, as are relevant to us. If our provisioning requirements are insufficient to cover our existing or future levels of Gross Stage 3 loans or if future regulation requires us to increase our provisions, our ability to raise additional capital and debt funds as well as our results of operations and financial condition could be adversely affected.

4. Our Company extends loans against securities to our customers and any default by a client coupled with a downturn in the stock markets could result in substantial losses for our Company.

The loans granted to our customers are currently secured against securities held by our customers. The securities, which secure the loan, are subject to change in market valuation. As on September 30, 2023, LAS comprises of 80.67% of our loan book. In the event of a volatile stock market or adverse movements in stock prices, the collateral which secures the loans may decrease significantly in value, which might result in losses which our Company may be unable to support. Customers could default on their obligations to our Company as a result of various factors including bankruptcy, lack of liquidity, lack of business and operational failure. As a result, it may be difficult to carry out a precise credit risk analysis on such clients. Although our Company uses a technology-based risk management system and follows strict internal risk management guidelines on portfolio monitoring, which include limits on the amount of margin, assessing the quality of collateral provided by the client and pre-determined margin call thresholds, there can be no assurance that in the event the financial markets witness a significant adverse event or a general downturn, our Company's financial condition, cash flows and results of operations would not be adversely affected.

5. Any change in control of our Promoters on our Company may correspondingly adversely affect our goodwill, operations and profitability.

We are a wholly owned subsidiary of 360 ONE WAM Limited (formerly known as IIFL Wealth Management Limited) and our association with the 360 ONE Group ensures that we benefit from the goodwill and connects of the 360 ONE Group and a steady inflow of business. In the event 360 ONE Group is unable to maintain the quality of its services or its goodwill deteriorates for any reason whatsoever, our business and results of operations may be adversely affected. We operate in a competitive environment, and we believe that our brand recognition is a significant competitive advantage to us. Any failure to retain our Company name may deprive us of the associated brand equity that we have developed which may have a material adverse effect on our business and results of operations.

In case of any change of control due to any event such as transfer of shares by our Promoter, preferential allotment to any investor, our ability to leverage the “360 ONE Group” synergies may get affected and the benefits of being an 360 ONE group company including leveraging of business from 360 ONE Group may not be available to us and consequently, could adversely impact our business operations and profitability.

Further, our Promoter has the ability to control our business including matters relating to any sale of all or substantially all of our assets, the timing and distribution of dividends and the election or termination of appointment of our officers and directors. This control could delay, defer or prevent a change in control of our Company, impede a merger, consolidation, takeover or other business combination involving our Company, or discourage a potential acquirer from making a tender offer or otherwise attempting to obtain control of our Company even if it is in our Company’s best interest. In addition, for so long as our Promoters continue to exercise significant control over our Company, it may influence the material policies of our Company in a manner that could conflict with the interests of our other shareholders.

6. Our loan book comprises of unsecured loans. Our inability to recover the amounts due from customers in connection with such loans in a timely manner could adversely affect our operations and profitability.

Our loan book also comprises of unsecured loans of around ₹ 459.26 crore as on December 31, 2023, which is 8.67 % of our total loan book. In case of customer defaults in connection with unsecured loans, our ability to realise the amounts due to us for such loans would be restricted to initiating legal proceedings for recovery, as we will not have the benefit of enforcing any security interest related to such loans. There can be no guarantee as to the time that would be taken for the final disposal of such legal proceedings and/or our ability to obtain favourable decisions in connection therewith.

Because of the unsecured nature, it is essential that such loans are appropriately priced, taking into account a possible high rate of interest and all other relevant factors. In making a decision whether to extend credit to prospective customers, and the terms on which we are willing to provide credit, including the price, we rely heavily on our credit scoring models, and our credit experience gained through monitoring the performance of customers over time. If our credit scoring models are not redeveloped as required or if they do not perform up to target standards we may experience increasing defaults or higher customer acquisition costs.

Our inability to recover the amounts due from customers in connection with unsecured loans in a timely manner or at all and/or to comply with applicable statutory/regulatory requirements in connection with such loans could adversely affect our operations and profitability.

7. Any downgrade in our credit ratings may increase interest rates for raising new debt, refinancing our outstanding debt, which would increase our financing costs, and adversely affect our future issuances of debt and our ability to borrow on a competitive basis.

Credit ratings reflect the opinions of ratings agencies on our financial strength, operating performance, strategic position and ability to meet our obligations. The credit rating of existing non-convertible debentures of our company has been assigned as [ICRA]AA with a stable outlook by ICRA. Furthermore, the credit rating of short-term borrowings of the company viz. commercial papers has been assigned to '[ICRA]A1+' by ICRA and 'CRISIL A1+' by CRISIL and long-term principal protected market linked debentures was assigned to 'PP-MLD[ICRA]AA' (pronounced principal debenture protected market linked debenture ICRA double A) rating with stable outlook by ICRA. Any downgrades in our credit ratings may increase interest rates for refinancing our outstanding debt, which would increase our financing costs, and adversely affect our future issuances of debt and our ability to borrow on a competitive basis, which may adversely affect our business, financial condition, results of operations and cash flows.

Further, any downgrade in our credit ratings by specified notches may also trigger an event of default or acceleration of certain of our borrowings and also lead to lenders imposing additional terms and conditions to any financing or refinancing arrangements we enter into in the future and adversely affect our business, results of operations, cash flows and financial condition.

8. We are vulnerable to the volatility in interest rates and we may face interest rate mismatches between our assets and liabilities in the future which may cause liquidity issues.

Our operations are vulnerable to volatility and mismatches in interest rates. Our net interest income and profitability directly depend on the difference between the average interest rate at which we lend and the average interest rate at which we borrow.

The cost of our funding and the pricing of our loan products are determined by a number of factors, many of which are beyond our control, including the RBI's monetary policies, inflationary expectations, competition, deregulation of the financial sector in India, domestic and international economic and political conditions and other factors. These factors could affect the interest rates charged on interest-earning assets differently than the interest rates paid on interest bearing liabilities. While any reduction in our cost of funds may be passed on to our customers, we may not have the same flexibility in passing on any increase in our cost of funds to our customers, thereby affecting our net interest income. Similarly, competition pressures may require us to reduce our cost of lending to our customers without a proportionate reduction in our cost of borrowing from our lenders. Further, if we do not pass on the reduced interest rates to our borrowers, it may result in some of the borrowers prepaying the loan to take advantage of the reduced interest rate environment, thereby impacting our growth and profitability.

Further, an increase in general interest rates in the economy could reduce the overall demand for new loans and impact our growth. There can be no assurance that we will be able to adequately manage our interest rate risk in the future, and if we are unable to do so, this could have an adverse effect on our net interest income, which could in turn have a material adverse effect on our business, results of operations, cash flows and financial condition.

The cost of our borrowings, including issuances of debt, will also be negatively impacted by any downgrade or potential downgrade in our credit ratings. This would increase our financing costs, and adversely affect our future issuances of debt and our ability to raise new capital on a competitive basis.

9. We may face asset-liability mismatches, which could affect our liquidity and consequently affect our operations and financial performance adversely.

We may also face potential liquidity risks due to mismatches in the maturity of our assets and liabilities. Such mismatches, where the financial terms of an institution's assets and liabilities do not match, are a key financial parameter for us. As is typical for a company in the business of lending, a portion of our funding requirements is met through short and long-term funding sources such as bank loans, non-convertible debentures, etc. We may be unable to obtain additional credit facilities or renew our existing credit facilities for matching the tenure of our liabilities in a timely and cost-effective manner or at all, may lead to mismatches between our assets and liabilities leading to an increase in liquidity risk, which in turn may adversely affect our operations and financial performance.

10. Our Company is subject to certain restrictive covenants in our loan documents, which may restrict our operations and ability to grow and may adversely affect our business.

As of September 30, 2023, our total borrowings were ₹ 5,409.66 crore. Our ability to meet our debt service obligations and repay our outstanding borrowings will depend primarily on the cash generated by our business, which depends on the timely repayment by our customers. There are restrictive covenants in the agreements we have entered into with our lenders/creditors that limit our ability to undertake certain types of transactions, any of which could adversely affect our business, results of operations, cash flows and financial condition. These restrictive covenants require us to maintain certain financial ratios and seek the prior permission of these banks/financial institutions/creditors for various activities, including, amongst others, selling, leasing, transferring or otherwise disposing of any part of our business or revenues, effecting any scheme of amalgamation or reconstitution, implementing a new scheme of expansion, taking up an allied line of business or making any amendments to Memorandum and Articles of Association etc. Such restrictive covenants in our loan/debt documents may restrict our operations or ability to expand and may adversely affect our business.

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

If we fail to meet our debt service obligations or covenants provided under the financing agreements, the relevant lenders/creditors could declare us to be in default under the terms of our agreements or accelerate the maturity of our obligations. We cannot assure you that, in the event of any such acceleration, we will have sufficient resources to repay the borrowings.

11. We may not get the benefits of being a company of the 360 ONE group in case of any change in control.

We are part of 360 ONE group and to some extent depend upon it for business origination in the event 360 ONE group's goodwill is impacted the same may have impact on our business and results of operations. We operate in a competitive environment, and we believe that our brand recognition is a significant competitive advantage to us.

Any failure to retain our Company name may deprive us of the associated brand equity that we have developed which may have a material adverse effect on our business and operations.

Any disassociation of our Company from the 360 ONE group and/or our inability to have access to the infrastructure provided by other companies in the 360 ONE group could adversely affect our ability to attract customers and to expand our business, which in turn could adversely affect our goodwill, operations and profitability.

12. We may develop new financial products which may not yield the intended results and which in turn may have an adverse effect on our business, prospects and results of operations.

We may from time to time evaluate the introduction and launch of new financial products. Developing and commercializing a new product can be time consuming, costly and subject to numerous factors, including among others:

- ability to correctly anticipate customer demand and the market for such products;
- ability to develop products in a timely manner and in compliance with regulatory requirements;
- delays or unanticipated costs; and
- delay in locating and establishing collaborations with distributors or other channels to distribute our products in our targeted markets.

We cannot assure you that any expenses we incur in developing or distributing such products will be recovered, partially or at all, even if we are successful in launching such products. In the event we fail to successfully and timely develop, and launch new financial products, our business, prospects and results of operations may be adversely affected.

13. Our Statutory Auditors have highlighted certain emphasis of matters to their audit reports relating to our audited financial statements, which may affect our future financial results.

Fiscal		Emphasis Of Matter	Impact on the financial statements and financial position of the company	Corrective steps taken and proposed to be taken by the company
2023	-	We draw attention to Note no. 37 of the Audited Financial Statements for Fiscal 2023, which states that pursuant to a Composite Scheme of Arrangement (the "Scheme") entered between the Company, IIFL Wealth Capital Markets Limited (a wholly owned subsidiary of the Company) and IIFL Wealth Distribution Services Limited, as approved by National Company Law Tribunal, Mumbai Bench effective from March 14, 2023, the Company has accounted for such Scheme as per Appendix C to	-	-

Fiscal		Emphasis Of Matter	Impact on the financial statements and financial position of the company	Corrective steps taken and proposed to be taken by the company
		<p>Ind AS 103 applicable to common control business combinations, as per which the comparative financial information of the Company for the year ended March 31, 2022, has been restated to give effect to aforesaid Scheme. Accordingly, Capital Reserve amounting to ₹677.31 crore has been adjusted against the Securities Premium.</p> <p>Our opinion is not modified in respect of this matter.</p>		
2022	Standalone	<p>We draw attention to Note 42 of the Standalone Financial Statements, regarding the Composite Scheme of Arrangement to demerge the distribution business from the Company w.e.f. April 1, 2021, for which the Company is currently in the process of obtaining necessary statutory and regulatory approvals. Post receipt of regulatory approvals and on completion of the related procedural aspects towards the scheme, effect of such scheme will be given in the books of accounts</p> <p>Our opinion is not modified in respect of this matter.</p>	-	-
2022	Consolidated	<p>We draw attention to Note 38 of the Consolidated Financial Statements, which elaborates about the Composite Scheme of Arrangement filed to demerge the distribution business from the Group w.e.f. April 1, 2021, wherein necessary statutory and regulatory approvals are yet to be received. Post receipt of regulatory approvals and on completion of the related procedural aspects towards the scheme, effect of such scheme will be given in the books of accounts</p> <p>Our opinion is not modified in respect of this matter.</p>	-	-

14. Our Company has in the past entered into related party transactions and may continue to do so in the future, which may potentially involve conflicts of interest with the NCD Holders.

Our Company has entered into certain transactions with related parties, while we believe that all such transactions have been conducted on an arm's length basis and contain commercially reasonable terms, we cannot assure you that we could not have achieved more favourable terms had such transactions

been entered into with unrelated parties. It is likely that we may enter into related party transactions in the future or potential conflicts of interest with respect to dealings between us and such related parties. Although all related party transactions that we may enter into will be subject to board or shareholder approval, as necessary under the Companies Act, 2013, as amended, we cannot assure you that such future transactions, individually or in the aggregate, will not have an adverse effect on our financial condition, cash flows and results of operations or that we could not have achieved more favourable terms if such transactions had not been entered into with related parties.

15. We depend on the accuracy and completeness of information about customers and counterparties for certain key elements of our credit assessment and risk management process. Any misrepresentation, errors in or incompleteness of such information could adversely affect our business and financial performance.

In deciding whether to extend credit or enter into other transactions with customers, for certain key elements of the credit assessment process, We have set up a stringent credit assessment processes in order to maintain asset quality. We carry out independent reference checks along with a preliminary credit assessment at the time of loan origination. We also do preliminary assessment of the security and collateral and on the basis of such preliminary assessment, we provide the indicative terms and structure to the client. We may receive inaccurate or incomplete information as a result of negligence or fraudulent misrepresentation. Our risk management measures may not be adequate to prevent or deter such activities in all cases, which may adversely affect our business prospects, financial condition, cash flows and results of operations.

16. We operate in a highly regulated industry and are subject to laws and regulations governing the lending and nonbanking financial services industry in India. Any changes in laws, rules and regulations applicable to us may adversely affect our business, financial condition, results of operations and cash flows.

We are classified as a NBFC-ML with asset size of more than ₹ 1,000 Crore (One Thousand Crore only) and therefore we are subject to the RBI's guidelines on financial regulation of NBFCs, including capital adequacy, exposure and other prudential norms. The RBI also regulates the credit flow by banks to NBFC-MLs and provides guidelines to commercial banks with respect to their investment and credit exposure norms for lending to the NBFC-MLs. The RBI's regulation of NBFC-MLs may change or become more rigorous in the future which may require our Company to restructure its activities, incur additional costs or could otherwise adversely affect its business, financial performance and cash flows. In order to provide enhanced control, existing rules and regulations have been modified, new rules and regulations have been enacted and reforms have been implemented. There can be no assurance that the RBI and/or the Government will not implement further regulations or policies, including legal interpretations of existing regulations, relating to or affecting interest rates, taxation, inflation or exchange controls, or otherwise take action, that may have an adverse impact on NBFC-MLs. For instance, recently, the RBI *vide* its notification dated August 18, 2023 issued guidelines to ensure fair lending practices. Through this notification, the regulated entities including NBFCs can now in cases of non-compliance of material terms and conditions of loan, can only apply 'penal charges' as opposed to 'penal interest' earlier, which would result in no further interest being computed on such charges. Such changes may result in borrowers not maintaining discipline resulting in adverse effect on our cash flows and future financial performance. Further, RBI has recently restricted NBFCs from making investments in any scheme of AIFs which has downstream investments either directly or indirectly in a debtor company the NBFC. In the event NBFCs are already invested in any scheme of such AIFs, NBFCs are required to liquidate their investments by January 18, 2024, failing which the NBFCs would have to make 100 percent provision on such investments.

Compliance with many of the regulations applicable to our operations in India, including any restrictions on investments and other activities currently being carried out by us, involves a number of risks,

particularly in markets where applicable regulations may be subject to varying interpretations. If the interpretation of the regulators and authorities varies from our interpretation, we may be subject to penalties and our business could be adversely affected. We are also subject to changes in laws, regulations and accounting principles and practices. There can be no assurance that the laws governing the financial services sector will not change in the future or that such changes or the interpretation or enforcement of existing and future laws and rules by governmental and regulatory authorities will not adversely affect our business and future financial performance.

17. We are subject to supervision by regulatory authorities and non-compliance with observations made by regulatory authorities during their periodic inspections could expose us to penalties and restrictions.

As a NBFC-ML, we are subject to periodic inspection by the RBI under Section 45N of the Reserve Bank of India Act, 1934 (the “**RBI Act**”), pursuant to which the RBI may inspect our books of accounts and other records for the purpose of verifying the correctness or completeness of any statement, information or particulars furnished to the RBI. Any irregularities found during such investigations by RBI could expose us to warnings, penalties and restrictions.

During the course of finalization of inspection, regulatory authorities may share their findings and recommendations with us and give us an opportunity to provide justification and clarifications. Further, such regulatory authorities may also seek certain clarifications and share their findings in the ordinary course of business.

In the event we are unable to resolve such deficiencies to the satisfaction of the relevant authority, we may be restricted in our ability to conduct our business as we currently do. While we seek to comply with all regulatory provisions applicable to us, in the event we are unable to comply with the observations made by the regulatory authorities, we could be subject to penalties and restrictions which may have an adverse effect on our business, results of operations, financial condition, cash flows and reputation.

18. Security on our NCDs may rank *pari passu* with our Company’s secured indebtedness in the future.

Substantially our Company’s business receivables pertaining to capital market business including receivables from investment related to capital market (excluding cash and bank balances and non-capital market assets viz. LAP, receivables against debt securities) are being used to secure our Company’s debt. As of September 30, 2023, our Company’s secured borrowings was ₹ 4,309.94 Crore. While the security on our NCDs is *pari passu* basis as of the date of this disclosure document, the terms of the NCDs do not prevent our Company from incurring additional debt subject to maintenance of minimum security cover.

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

Our Company, Directors, Promoter and our Group Companies are subject to certain legal proceedings including civil suits, consumer litigations, tax litigations etc. We incur substantial cost in defending these proceedings before a court of law. Moreover, we are unable to assure you that we shall be successful in any or all of these actions. In the event, we suffer any adverse order, our reputation may suffer and may have an adverse impact on our business and results of operations. We cannot assure you that an adverse order by any statutory or governmental authority would not have a negative impact on our profit, financial condition and cash flows.

20. Our Company’s inability to obtain, renew or maintain the statutory and regulatory permits and approvals which are required to operate its existing or future businesses may have a material adverse effect on its business, financial condition, cash flows and results of operations.

NBFCs in India are subject to regulations and supervision by the RBI. In addition to the numerous conditions required for the registration as an NBFC with the RBI, we are also required to comply with certain other regulatory requirements imposed by the RBI from time to time. In future, there could be circumstances where our Company may be required to renew applicable permits and approvals, including its registration as a systemically important non-deposit taking NBFC and obtain new permits and approvals for its current and any proposed operations or in the event of a change in applicable law and regulations. There can be no assurance that RBI or other relevant authorities will issue any such permits or approvals in the time-frame anticipated by our Company, or at all. In addition, we require several registrations to operate our branches in the ordinary course of business. These registrations include those required to be obtained or maintained under applicable legislations governing shops and establishments, professional tax, labour-related registrations, GST registrations and trade licenses of the particular state in which we operate. Some of these approvals may have expired in the ordinary course, and our Company has either applied, or is in the process of applying for renewals of them. Failure by our Company to renew, maintain or obtain the required permits or approvals may result in an interruption of its operations and may have a material adverse effect on its business, financial condition, cash flows and results of operation.

In addition, if we establish additional branches, such branches need to be registered under the relevant shops and establishments laws of the states in which they are located. The shops and establishment laws regulate various employment conditions, including working hours, holidays and leave and overtime compensation. If we fail to obtain or retain any of these approvals or licenses, or renewals thereof, in a timely manner, or at all, our business may be adversely affected. If we fail to comply, or a regulator claims we have not complied with any of these conditions, our certificate of registration may be suspended or cancelled and we shall not be able to carry on such activities.

- 21. If our provisioning requirements are insufficient to cover our existing or future levels of non-performing loans or if future regulation requires us to increase our provisions, our ability to raise additional capital and debt funds as well as our results of operations and financial condition could be adversely affected.**

We adhere to provisioning requirements related to our loan assets pursuant to applicable RBI regulations, as are relevant to us. If our provisioning requirements are insufficient to cover our existing or future levels of Gross Stage 3 loans or if future regulation requires us to increase our provisions, our ability to raise additional capital and debt funds as well as our results of operations and financial condition could be adversely affected.

- 22. Our measures to prevent money laundering may not be completely effective and we may be subject to scrutiny and penalties by the RBI for failure to implement effective measures. Moreover, various state government laws regulating money lending transactions could adversely affect our business, prospects, results of operations, cash flows and financial condition.**

Our Company is required to comply with applicable anti-money-laundering and anti-terrorism laws and other regulations in India. Our measures to prevent money laundering as required by the RBI and other KYC compliance applicable in India, including the Reserve Bank of India (Know Your Customer) Master Directions, 2016 dated February 25, 2016, as amended ("**KYC Directions**") and the adoption of anti-money laundering policies and compliance procedures in all our branches may not be completely effective. As our Company has been classified as the NBFC-ML, we are subject to the RBI's guidelines on financial regulation of NBFCs, including, KYC procedure and policies, all our branches may not be completely effective with adequate internal policies, processes and controls in place with the KYC Directions and other prescribed KYC procedures. There can be no assurance that attempts to launder money using us as a vehicle will not be made. Additionally, certain states in India have enacted laws to regulate money lending transactions, which may for instance establish a maximum rate of interest that can be charged. In the event, we are required to comply with the provisions of these state money lending laws and KYC Compliances, there may be severe civil and criminal penalties for non-compliance with the relevant money lending statutes. In the event that the government of any state in India requires us to comply with the provisions of their respective state money lending laws, KYC Compliances, or imposes

any penalty against us for prior non-compliance, our business and results of operations could be adversely affected.

23. Non-convertible debentures issued by our Company are listed on BSE and our Company is subject to certain obligations and reporting requirements under SEBI Listing Regulations. Any non-compliances/delay in complying with such obligations and reporting requirements may render us liable to prosecution and/or penalties.

Our Company is subject to the obligations and reporting requirements under SEBI Listing Regulations. Our Company endeavors to comply with all such obligations/reporting requirements. Any non-compliances/delay in complying with mandatory obligations and reporting requirements may render us/our promoter liable to prosecution and/or penalties. During Fiscal 2023, penalty of ₹ 40,000 was levied by BSE for delayed intimation under regulation 60(2) of SEBI Listing Regulations. Further, in the current Fiscal a penalty of ₹ 10,000 under regulation 60(2) of SEBI Listing Regulations. However, as on date of this disclosure document, there are no fines / penalty pending against our Company.

Further, our Company qualified as a 'high value debt listed entity' as per the thresholds set out under the SEBI Listing Regulations. As a 'high value debt listed entity', Regulation 15 to regulation 27 of Chapter IV of the SEBI Listing Regulations are applicable to our Company from March 31, 2024, on a mandatory basis. Accordingly, the required compliance with the said regulations of Chapter IV of the SEBI Listing Regulations may cause additional compliance and legal costs for our Company and any non-compliance in relation to this may attract penalties, which may affect our financials adversely. The laws and regulations governing the banking and financial services industry in India have become increasingly complex and cover a wide variety of issues, such as interest rates, liquidity, investments, ethical issues, money laundering and privacy. These laws and regulations can be amended, supplemented or changed at any time such that we may be required to redesign our activities and incur additional expenses to comply with such laws and regulations, which could adversely affect our business and our financial performance.

24. We face increasing competition in our business which may result in declining margins if we are unable to compete effectively.

We face competition in all our lines of business. Our primary competitors are other NBFCs, public sector banks, private sector banks, co-operative banks and foreign banks and the unorganized financiers who principally operate in the markets where we operate. Banks have access to low cost funds which enables them to enjoy higher margins and / or offer finance at lower rates. Non- Deposit accepting NBFCs do not have access to large quantities of low cost deposits, a factor which can render them less competitive. Several macro-economic factors that are outside of our control, including GDP growth, inflation, fiscal deficits, pandemics such as the COVID-19 pandemic, international and domestic, political and economic conditions, fiscal and monetary policies of governments and central banks, and changes in interest rates, may adversely impact our business and financials from time to time. As a result of the volatility of these macro-economic factors, including interest rates; and provisions we make from period to period for NPAs/ Stage-3 Loans and other assets, commitments and contingencies, our results of operations have varied from period to period in the past and may fluctuate or decline in the future due to these and other factors. Such fluctuations may also adversely affect our liquidity.

In addition, our target customers also borrow from non-institutional lenders. All of these factors have resulted in us facing increased competition from other lenders in each of our lines of businesses, including commercial banks and other NBFCs. Our ability to compete effectively will depend, to some extent, on our ability to raise low-cost funding in the future. Furthermore, as a result of increased competition in the finance sector, finance products are becoming increasingly standardized and variable interest rate and payment terms and lower processing fees are becoming increasingly common in the finance sector in India. There can be no assurance that we will be able to react effectively to these or other market developments or compete effectively with new and existing players in the increasingly competitive finance industry. Increasing competition may have an adverse effect on our net interest margin, and, if we are unable to compete successfully, our market share may decline. If we are unable to compete

effectively with other participants in the finance sector, our business, future financial performance and the trading price of the NCDs may be adversely affected.

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

The comprehensive understanding of risk management throughout the various levels of an organization aids in driving key decisions related to risk-return balance, capital allocation and product pricing. The Company has adopted a robust and comprehensive credit risk assessment and risk management framework identify, monitor and manage risks inherent in our lending operations.

Despite this, our policies and procedures to identify, monitor and manage risks of fraud, money laundering, any other credit, operational or other risks may not be fully effective. Our Board of Directors and the Risk Management Committee review our risk management policies from time to time. Further, some of our methods of managing risks are based upon the use of observed historical market behavior. As a result, these methods may not accurately predict future risk exposures, which could be significantly greater than those indicated by the historical measures. To the extent that any of the instruments and strategies we use to hedge or otherwise manage our exposure to market or credit risks are not effective, we may face risk exposure in certain market environments or particular types of risk as a result of not being able to effectively mitigate those market or credit risks. In addition, as we seek to expand the scope of our operations, we also face the risk of being unable to develop commensurate risk management policies and procedures.

Our investment and interest rate risk are dependent upon our ability to properly identify, and mark-to-market changes in the value of financial instruments caused by changes in market prices or rates. Our earnings are dependent upon the effectiveness of our management of changes in credit quality and risk concentrations, the accuracy of our valuation models and our critical accounting estimates and the adequacy of our allowances for loan losses. To the extent our assessments, assumptions or estimates prove inaccurate or not predictive of actual results, we could suffer higher than anticipated losses.

If we fail to effectively implement our risk management policies, we could materially and adversely affect our business, financial condition, results of operations and cash flows.

26. System failures or inadequacy and security breaches in computer systems may adversely affect our business.

Our financial, accounting or other data processing systems may fail to operate adequately or become disabled as a result of events that are wholly or partially beyond our control including a disruption of electrical or communications services. Our ability to operate and remain competitive will depend in part on our ability to maintain and upgrade our information technology systems on a timely and cost-effective basis. We may experience difficulties in upgrading, developing and expanding our systems quickly enough to accommodate our growing customer base and range of products. We have made and intend to continue making significant investments in our application, IT infrastructure and security enhancement. We utilize an enterprise-wide loan management system, namely 'Caliber NBFC', an in-house developed java-based loan lifecycle management system), to provide an integrated technology platform for providing operational and decision-making support through the complete loan lifecycle. Any failure to effectively maintain or improve or upgrade our management information systems in a timely manner could materially and adversely affect our competitiveness, financial position and results of operations. Moreover, if any of these systems do not operate properly or are disabled or if there are other shortcomings or failures in our internal processes or systems, it could affect our operations or result in financial loss, disruption of our businesses, regulatory intervention or damage to our reputation. In addition, our ability to conduct business may be adversely impacted by a disruption in the infrastructure that supports our businesses and the localities in which we are located.

In addition, the future success of our Company's business will depend in part on its ability to respond to technological advances and to emerging financing industry standards and practices on a cost-effective and timely basis. The development and implementation of such technology entails significant technical and business risks. There can be no assurance that our Company will successfully implement new technologies effectively or adapt its technology and systems to meet customer requirements or emerging industry standards. If our Company is unable, for technical, legal, financial or other reasons, to adapt in a timely manner to changing market conditions, customer requirements or technological changes, its financial condition could be adversely affected. Any technical failures associated with its information technology systems or network infrastructure, including those caused by power failures and other unauthorised tampering, may cause interruptions or delays in our Company's ability to provide services to its customers on a timely basis or at all, and may also result in added costs to address such system failures and/or security breaches, and for information retrieval and verification.

27. We face the threat of fraud and cyber-attacks, such as hacking, phishing, trojans and other threats, attempting to exploit our network to disrupt services to customers and/or theft of sensitive internal company data or customer information. This may cause damage to our reputation and adversely impact our business and financial results.

Our systemic and operational controls may not be adequate to prevent adverse impact from cyber fraud, errors, hacking and system failures in future. Some of these cyber threats from third parties include: (a) phishing and trojans – targeting our customers, wherein fraudsters send unsolicited mails to our customers seeking account sensitive information or to infect customer machines to search and attempt ex-filtration of account sensitive information; (b) hacking – where attackers seek to hack into our website with the primary intention of causing reputational damage to us by disrupting services; (c) data theft – where cyber criminals may attempt to intrude into our network with the intention of stealing our data or information; and (d) advanced persistency threat – network attack in which an unauthorised person gains access to our network and remains undetected for a long period of time. The intention of this attack is to steal our data or information rather than to cause damage to our network or organisation. Attempted cyber threats fluctuate in frequency and are generally increasing in frequency. If we suffer from any of such cyber threats, it could materially and adversely affect our business, results of operations, cash flows and financial condition.

A significant system breakdown or system failure caused due to intentional or unintentional acts would have an adverse impact on our revenue-generating activities and lead to financial loss. It may also impact our customers' loyalty and satisfaction.

There is also the risk of our customers blaming us and terminating their accounts with us for a cyber-incident that might have occurred on their own system or with that of an unrelated third party. Any cyber-security breach could also subject us to additional regulatory scrutiny and expose us to civil litigation and related financial liability.

Some of our businesses use cloud environments for various applications, we store and transmit large amounts of sensitive, confidential, personal and proprietary information over public communications networks. The shared, on demand nature of cloud computing introduces the possibility of new security breaches, in addition to the threats faced by traditional corporate networks. Due to the vast amount of data stored on cloud servers, cloud providers have become an attractive target for cyber-attacks. Though cloud providers deploy the required security controls to protect their cloud environments, if they fail in protecting our confidential information, it may have a material adverse effect on our business, results of operations, cash flows, financial condition, reputation and prospects.

28. There can be no assurance that we will be able to access capital as and when we need it for growth.

Our liquidity and profitability are, in large part, dependent upon our timely access to capital and costs associated with raising capital. Our funding requirements have historically been met from a combination of term loans from banks and financial institutions, proceeds from issuance of non-convertible

debentures, subordinated debt as well as equity contributions from our Promoter. As a financial services company, we face certain additional regulatory restrictions on our ability to obtain financing from banks.

If we are unable to access the necessary amounts of additional capital, for meeting our incremental capital requirement, it may adversely impact our ability to grow our overall business and may even require us to curtail or withdraw from some of our current business operations. If we are unable to access funds at an effective cost that is comparable to or lower than our competitors, we may not be able to offer competitive interest rates for our loans to customers. Our ability to raise funds on acceptable terms and at competitive rates continues to depend on various factors, including the regulatory environment and policy initiatives in India, liquidity in the market, developments in the international markets affecting the Indian economy, investors' and/ or lenders' perception of demand for debt and equity securities of NBFCs, and our current and future results of operations and financial condition. There can also be no assurance that we would be able to raise adequate additional capital in the future on terms favorable to us, or at all, and this may hamper and adversely impact our growth plans.

29. Negative publicity could damage our reputation and adversely impact our business and financial results. Reputational risk, or the risk to our business, earnings and capital from negative publicity, is inherent in our business.

Reputational risk, or the risk to our business, earnings and capital from negative publicity, is inherent in our business. The reputation of the banking and financial services industry in general has been closely monitored as a result of the global financial crisis and other matters affecting the financial services industry. Negative public opinion about the banking and financial services industry generally or us specifically could materially adversely affect our ability to attract and retain customers and may expose us to litigation and regulatory action. While we have developed our brand and reputation over our history, any negative incidents or adverse publicity could rapidly erode customer trust and confidence in us, particularly if such incidents receive widespread adverse mainstream and social media publicity or attract regulatory investigations. Negative publicity can result from our own or our third- party service providers' actual or alleged conduct in any number of activities, including lending practices, mortgage servicing and foreclosure practices, technological practices, corporate governance, regulatory compliance, mergers and acquisitions, and related disclosure, sharing or inadequate protection of customer information, and actions taken by government regulators and community organizations in response to that conduct. Although we take steps to minimize reputational risk in dealing with customers and other constituencies, we, as a large financial services organization with a high industry profile, are inherently exposed to this risk. Further, a failure of a cooperative bank, private sector bank, non-banking finance company or small finance bank or housing finance company could also affect the sentiment towards the industry in general and lead to a reduction in business. Any damage to our brand or our reputation may result in withdrawal of business by our existing customers, loss of new business from potential customers.

30. Our business is based on the trust and confidence of our customers; any damage to that trust and confidence may materially and adversely affect our business, future financial performance, cashflows and results of operations.

We are dedicated to earning and maintaining the trust and confidence of our customers and we believe that the good reputation created thereby is essential to our business. The reputation of our Company could be adversely affected by any threatened and/or legal proceedings and/or any negative publicity or news articles in connection with our Company. As such, any damage to our reputation could substantially impair our ability to maintain or grow our business. If we fail to maintain brand recognition with our target customers due to any issues with our product offerings, a deterioration in service quality, or otherwise, or if any premium in value attributed to our business or to the brands under which our services are provided declines, market perception and customer acceptance of our brands may also decline. Any negative news affecting us might also affect our reputation and brand value.

31. Our ability to assess, monitor and manage risks inherent in our business differs from the standards of some of our counterparts.

We are exposed to a variety of risks, including liquidity risk, interest rate risk, credit risk, operational risk and legal risk. The effectiveness of our risk management is limited by the quality and timeliness of available data. Our strategies and risk management techniques may not be fully effective in mitigating our risks in all market environments or against all types of risk, including risks that are unidentified or unanticipated. Some methods of managing risks are based upon observed historical market behavior. As a result, these methods may not predict future risk exposures, which could be greater than the historical measures indicated. Other risk management methods depend upon an evaluation of information regarding markets, customers or other matters. This information may not in all cases be accurate, complete, current, or properly evaluated. Management of operational, legal or regulatory risk requires, among other things, policies and procedures to properly record and verify a number of transactions and events. Although we have established these policies and procedures, they may not be fully effective. Our future success will depend, in part, on our ability to respond to new technological advances and evolving the RBI standards. The development and implementation of such technology entails significant technical and business risks. There can be no assurance that we will successfully implement new technologies or adapt our transaction processing systems to customer requirements or evolving market standards.

32. Our contingent liabilities could adversely affect our financial condition.

As of March 31, 2023 we had the following contingent liabilities (as determined in accordance with IND AS-37) which have not been provided for:

(₹ in crores)			
Sr. No.	Particulars	Nature of Liability	Amount as on March 31, 2023
1	Income tax demand	Income tax	22.05

There can be no assurance that we will not incur similar or increased levels of contingent liabilities in the future. If the aforementioned contingent liabilities materialize, our profitability and cash flows may be adversely affected.

33. Our success depends in large part upon our management team and key personnel and our ability to attract, train and retain such persons.

Our ability to sustain our rate of growth depends significantly upon our ability to manage key issues such as selecting and retaining key operations personnel, developing managerial experience to address emerging challenges and ensuring a high standard of client service. In order to be successful, we must attract, train, motivate and retain highly skilled employees, especially product executives. If we cannot hire additional qualified personnel or retain them, our ability to expand our business will be impaired and our revenue could decline. We will need to recruit new employees, who will have to be trained and integrated into our operations. We will also have to train existing employees to adhere properly to internal controls and risk management procedures. Failure to train and motivate our employees properly may result in an increase in employee attrition rates, divert management resources and subject us to incurring additional human resource related expenditure. Hiring and retaining qualified and skilled managers are critical to our future, as our business model depends on our credit-appraisal and asset valuation mechanism, which are personnel-driven operations. Moreover, competition for experienced employees in the finance sector can be intense. Our inability to attract and retain talented professionals, or the resignation or loss of key operations personnel, may have an adverse impact on our business and future financial performance.

34. Our insurance coverage may not be sufficient or may not adequately protect us against losses, and successful claims that exceed our insurance coverage could harm our cashflows, results of operations and diminish our financial position.

We maintain insurance coverage of the type and in the amounts that we believe are commensurate with, and appropriate to, our operations. Our principal types of coverage including group term life insurance and group medicaid insurance policies. Our insurance policies, however, may not provide adequate coverage in certain circumstances and may be subject to certain deductibles, exclusions and limits on coverage. Even if we have insurance for the incident giving rise to the loss, we may be required to pay a significant deductible on any claim for recovery of such a loss, or the amount of the loss may exceed our coverage for the loss. However, we cannot assure you that any claim under the insurance policies maintained by us will be honored fully, in part or on time. In addition, our insurance coverage expires from time to time. We apply for the renewal of our insurance coverage in the normal course of our business, but we cannot assure you that such renewals will be granted in a timely manner, or at acceptable cost, or at all. In addition, there are various types of risks and losses for which we do not maintain insurance because they are either uninsurable or because insurance is not available to us on acceptable terms. A successful assertion of one or more large claims against us that exceeds our available insurance coverage or results in changes in our insurance policies, including premium increases or the imposition of a larger deductible or co-insurance requirement, could adversely affect our business, financial condition, cashflows and results of operations.

35. This disclosure document includes certain unaudited financial information, which has been subjected to limited review, in relation to our Company. Reliance on such information should, accordingly, be limited.

This disclosure document includes unaudited financial information in relation to our Company for the six months period ended September 30, 2023, in respect of which the Auditors have issued their Limited Review Report dated October 31, 2023. As Unaudited Financial Results prepared by our Company in accordance with Regulation 33 and 52 of the SEBI LODR Regulations have been subject only to a limited review and as described in Standard on Review Engagements (SRE) 2410, "Review of Interim Financial Information" Performed by the Independent Auditor of the Entity" issued by the ICAI, and not to an audit, any reliance by prospective investors on such Limited Review Financial Information for the six months period ended September 30, 2023 should, accordingly, be limited.

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

36. We have in this document included certain non-GAAP financial measures and certain other selected statistical information related to our operations and financial condition. These non-GAAP measures and statistical information may vary from any standard methodology that is applicable across the financial services industry and therefore may not be comparable with financial or statistical information of similar nomenclature computed and presented by other financial services companies.

Certain non-GAAP financial measures and certain other statistical information relating to our operations and financial performance have been included in this section and elsewhere in this document. We compute and disclose such non-GAAP financial measures and such other statistical information relating to our operations and financial performance as we consider such information to be useful measures of our business and financial performance, and because such measures are frequently used by securities analysts, investors and others to evaluate the operational performance of financial services businesses. Many financial services businesses provide such non-GAAP financial measures and other statistical and operational information when reporting their financial results. Such non-GAAP measures are not measures of operating performance or liquidity defined by generally accepted accounting principles. These non-GAAP financial measures and other statistical and other information relating to our operations and financial performance may not be computed on the basis of any standard methodology that is applicable across the industry. Therefore, such non-GAAP measures may not be comparable to financial measures and statistical information of similar nomenclature that may be computed and presented by other HFCs in India or elsewhere.

37. In order to support and grow our business, we must maintain a minimum capital to risk weighted assets ratio, and a lack of access to the capital markets may prevent us from maintaining an adequate ratio.

As an NBFC-ML, RBI requires us to maintain a minimum capital to risk weighted assets ratio (“CRAR”) consisting of Tier I and Tier II capital of 15.00% of our aggregate risk weighted assets. Further, the total of our Tier II capital cannot exceed 100% of our Tier I capital at any point of time. Our ability to support and grow our business would become limited if the CRAR is low. While we may access the capital markets to offset any declines to our CRAR, we may be unable to access the markets at the appropriate time or the terms of any such financing may be unattractive due to various reasons attributable to changes in the general environment, including political, legal and economic conditions. As of September 30, 2023 and March 31, 2023, our Tier I CRAR was 23.78% and 19.52%, respectively and our Tier II CRAR was 0.25% and 0.26%, respectively, as against the statutory minimum capital adequacy of 15.00% currently prescribed by RBI.

As we continue to grow our loan portfolio and asset base, we will be required to raise additional Tier I and Tier II capital in order to continue to meet applicable CRAR with respect to our business. There can be no assurance that we will be able to raise adequate additional capital in the future on terms favourable to us, and this may adversely affect the growth of our business. In addition, any changes in RBI or other government regulations in relation to securitizations and/ or assignments, by NBFCs could have an adverse impact on our assignment and securitization plans in the future. This may result in non-compliance with applicable capital requirements, which could have a material adverse effect on our business prospects, financial condition and results of operations.

If we are unable to meet any existing or new and revised requirements, our business, future financial performance and the price of our Equity Shares could be adversely affected.

38. Our business processes data, including personal data, and the improper collection, hosting, use or disclosure of data could harm our reputation and have an adverse effect on our business, financial condition, results of operations and cash flows.

Our business processes a large quantity of personal data (with our users’ consent) and analyses this data to generate user and user group profiles. Our privacy policies concerning the collection, use and disclosure of personal data (and users’ rights thereto) are consented to by our customers and made accessible for their reference at any point in time. We face risks inherent in handling and protecting a large volume of data, especially user data. In particular, we face several challenges relating to data security and privacy, including but not limited to:

- protecting the data in and hosted on our system, including against attacks on our system by outside parties, data leakage, fraudulent behavior or improper use by our employees;
- addressing concerns, challenges, negative publicity and litigation related to data security and privacy, collection, use and actual or perceived data sharing (including sharing among our own businesses, with business partners, vendors or regulators), and other factors that may arise from our existing businesses or new businesses and new technology; and
- complying with applicable laws and regulations relating to the collection, use, storage, transfer, disclosure and security of personal data, including requests from data subjects.

The improper collection, use or disclosure of our user data could result in a loss of customers, business, partner financial institutions and other potential participants, loss of confidence or trust, litigation, regulatory investigations, penalties or actions against us, significant damage to our reputation, and have an adverse effect on our business, financial condition, results of operations and cash flows.

Moreover, we share a limited amount of user data with third-party service providers in accordance with applicable laws and regulations and subject to stringent data security and privacy requirements. We also

rely on certain third-party service providers in relation to the sourcing of data for potential customers. We do PAN verification with the National Securities Depository Limited (“NSDL”), and Aadhaar XML download from the Unique Identification Authority of India (“UIDAI”). During the course of providing such services, customer data may be accessed. If such third-party service providers engage in activities that are negligent, fraudulent, illegal or otherwise harm the trustworthiness and security of our systems, including by improper disclosure or use of user data, or if our business partners otherwise fail to meet their data security and privacy obligations, we may be subject to user complaints and suffer reputational harm, even if the actions or activities are not related to, attributable to or caused by us, or within our control. While no regulatory or legal action has been taken against us in relation to such instances in the past, we cannot assure you that we will not be subject to any regulatory or legal action for such instances in the future.

External Risk Factors

39. **Any volatility in exchange rates may lead to a decline in India's foreign exchange reserves and may affect liquidity and interest rates in the Indian economy, which could adversely impact us.**

Foreign inflows into India have remained extremely volatile responding to concerns about the domestic macroeconomic landscape and changes in the global risk environment. The widening current account deficit has been attributed largely to the surge in gold and oil imports.

Further, increased volatility in foreign flows may also affect monetary policy decision making. For instance, a period of net capital outflows might force RBI to keep monetary policy tighter than optimal to guard against any abnormal currency depreciation.

40. **Changing laws, rules and regulations and legal uncertainties, including adverse application of tax laws and regulations, across the multiple jurisdictions we operate in may materially adversely affect our business and financial performance.**

Our business and financial performance could be materially adversely affected by changes in the laws, rules, regulations or directions applicable to us and our businesses, or the interpretations of such existing laws, rules and regulations, or the promulgation of new laws, rules and regulations, in India.

The governmental and regulatory bodies in India where we operate may notify new regulations and/ or policies, which may require us to obtain approvals and licenses from the government and other regulatory bodies, or impose onerous requirements and conditions on our operations, in addition to those which we are undertaking currently. Any such changes and the related uncertainties with respect to the implementation of new regulations may have a material adverse effect on our business, financial condition and results of operations. See “Key Regulations and Policies” on page 175.

In addition, unfavorable changes in or interpretations of existing, or the promulgation of new, laws, rules and regulations including foreign investment laws governing our business, operations and investments in our Company by non-residents, could result in us being deemed to be in contravention of such laws and/ or may require us to apply for additional approvals.

Tax and other levies imposed by the central and state governments in India that affect our tax liability include central and state taxes and other levies, income tax, turnover tax, goods and service tax, stamp duty and other special taxes and surcharges which are introduced on a temporary or permanent basis from time to time. The final determination of our tax liabilities involves the interpretation of local tax laws and related regulations in each jurisdiction as well as the significant use of estimates and

assumptions regarding the scope of future operations and results achieved and the timing and nature of income earned and expenditures incurred. Moreover, the central and state tax scheme in India is extensive and subject to change from time to time. For instance:

- The General Anti Avoidance Rules (“GAAR”) came into effect from April 1, 2017. The tax consequences of the GAAR provisions being applied to an arrangement may result in a denial of tax benefit amongst other consequences. In the absence of any precedents on the subject, the application of these provisions is uncertain. GAAR provisions may have an adverse tax impact on us; and
- The Government of India has implemented a comprehensive national goods and services tax (“GST”) regime with effect from July 1, 2017 that combines taxes and levies by the Central and State Governments into a unified rate structure. Any future increases or amendments may affect the overall tax efficiency of companies operating in India and may result in significant additional taxes becoming payable. If the tax costs associated with certain transactions because of a particular tax risk materializing are greater than anticipated, it could affect the profitability of such transactions.

We are subject to various labour laws and regulations governing our relationships with our employees including in relation to minimum wages, working hours, overtime, working conditions.

A change of law that requires us to increase the benefits to the employees from the benefits now being provided may create potentially liability for us. Such benefits could also include provisions which reduce the number of hours an employee may work for or increase in number of mandatory casual leaves, which all can affect the productivity of the employees.

A change of law that requires us to treat and extend benefits to our outsourced personnel, and personnel retained on a contractual basis, similar to our full-time employees may create potential liability for us. If we fail to comply with current and future health and safety and labour laws and regulations at all times, including obtaining relevant statutory and regulatory approvals, this could materially and adversely affect our business, future financial performance and results of operations.

41. Any adverse change in India's credit rating by an international rating agency could materially adversely affect our business and profitability.

India’s sovereign rating is Baa3 with a “stable” outlook (Moody’s), BBB-with a “stable” outlook (S&P) and BBB- with a “Stable” outlook (Fitch). India’s sovereign rating could be downgraded due to various factors, including changes in tax or fiscal policy or a decline in India’s foreign exchange reserves, which are outside our Company’s control. Any adverse change in India’s credit ratings by international rating agencies may adversely impact the Indian economy and consequently our ability to raise additional financing in a timely manner or at all, as well as the interest rates and other commercial terms at which such additional financing is available. Any such adverse development could adversely affect our business, financial condition and results of operations.

42. Our business is affected by prevailing economic, political and other prevailing conditions in India and the markets we currently serve.

Our Company is incorporated in India, and all of our assets and employees are located in India. As a result, we are dependent on prevailing economic conditions in India and our cashflows and results of operations are affected by factors influencing the Indian economy. Factors that may adversely affect the Indian economy, and hence our cashflows and results of operations, may include:

- any increase in Indian interest rates or inflation;
- any exchange rate fluctuations;
- any scarcity of credit or other financing in India, resulting in an adverse impact on economic conditions in India and scarcity of financing of our developments and expansions;
- volatility in, and actual or perceived trends in trading activity on, India's principal Stock Exchange;
- changes in India's tax, trade, fiscal or monetary policies, like application of GST;
- political instability, terrorism or military conflict in India or in countries in the region or globally, including in India's various neighbouring countries;
- occurrence of natural or man-made disasters;
- infectious disease outbreaks or other serious public health concerns;
- prevailing regional or global economic conditions, including in India's principal export markets; and
- other significant regulatory or economic developments in or affecting India or its financial services sectors.

Any slowdown or perceived slowdown in the Indian economy, or in specific sectors of the Indian economy, could adversely impact our business, cash flows and results of operations and financial condition. Our performance and the growth of our business depend on the performance of the Indian economy and the economies of the regional markets we currently serve. These economies could be adversely affected by various factors, such as political and regulatory changes including adverse changes in liberalization policies, social disturbances, religious or communal tensions, terrorist attacks and other acts of violence or war, natural calamities, interest rates, commodity and energy prices and various other factors. Any slowdown in these economies could adversely affect the ability of our customers to afford our services, which in turn would adversely impact our business and financial performance.

43. Financial difficulties and other problems in certain financial institutions in India could cause our business to suffer and adversely affect our cash flows and results of operations.

We are exposed to the risks of the Indian financial system, which in turn may be affected by financial difficulties and other problems faced by certain Indian financial institutions. Certain Indian financial institutions have experienced difficulties during recent years. Some co-operative banks (which tend to operate in rural sector) have also faced serious financial and liquidity crises. There has been a trend towards consolidation with weaker banks, NBFCs and HFCs being merged with stronger entities. The problems faced by individual Indian financial institutions and any instability in or difficulties faced by the Indian financial system generally could create adverse market perception about Indian financial institutions, banks and NBFCs. This in turn could adversely affect our business, our future financial performance, our shareholders' funds and the market price of our NCDs.

44. Natural disasters and other disruptions could adversely affect the economy and could adversely affect our business, cash flows, results of operations and financial condition.

Our operations, including our branch network, may be damaged or disrupted as a result of natural disasters such as earthquakes, floods, heavy rainfall, epidemics, tsunamis and cyclones and other events such as protests, riots and labour unrest. Such events may lead to the disruption of information systems and telecommunication services for sustained periods. They also may make it difficult or impossible for employees to reach our business locations. Damage or destruction that interrupts our provision of services could adversely affect our reputation, our relationships with our customers, our senior

management team's ability to administer and supervise our business or it may cause us to incur substantial additional expenditure to repair or replace damaged equipment or rebuild parts of our branch network. Any of the above factors may adversely affect our business, results of operation and financial condition.

45. We face risks related to public health epidemics in India and abroad.

Our business could be materially and adversely affected by the outbreak of public health epidemics, or the fear of such an outbreak, in India or elsewhere. In January 2020, an outbreak of a strain of coronavirus, COVID-19, which has spread globally, with cases recorded in China, Australia, Italy, Iran, Japan, South Korea, UAE, Thailand, the United States and India, among other countries. On January 30, 2020, the World Health Organization declared the COVID-19 outbreak a health emergency of international concern. Governments around the world had to impose a number of measures designed to contain the outbreak, including business closures, travel restrictions, quarantines and cancellations of gatherings and events. This in turn has impacted the operation of businesses, reduced regional travels and trade and lowered industrial production and consumption demand. If the outbreak of any of these epidemics or other severe epidemics, continues for an extended period, occurs again and/or increases in severity, it could have an adverse effect on economic activity worldwide, including India, and could materially and adversely affect our business, financial condition, cash flows and results of operations. Similarly, any other future public health epidemics in India could materially and adversely affect our business, financial condition, cash flows, results of operations and prospects.

46. Instability of economic policies and the political situation in India could adversely affect the fortunes of the industry.

There is no assurance that the liberalisation policies of the government will continue in the future. Protests against privatisation could slow down the pace of liberalisation and deregulation. The Government of India plays an important role by regulating the policies and regulations that govern the private sector. The current economic policies of the government may change at a later date. The pace of economic liberalisation could change and specific laws and policies affecting the industry and other policies affecting investments in our Company's business could change as well. A significant change in India's economic liberalisation and deregulation policies could disrupt business and economic conditions in India and thereby affect our Company's business. Unstable domestic as well as international political environment could impact the economic performance in the short term as well as the long term. The Government of India has pursued the economic liberalisation policies including relaxing restrictions on the private sector over the past several years. The present Government has also announced policies and taken initiatives that support continued economic liberalisation. The Government has traditionally exercised and continues to exercise a significant influence over many aspects of the Indian economy. Our Company's business may be affected not only by changes in interest rates, changes in Government policy, taxation, social and civil unrest but also by other political, economic or other developments in or affecting India.

Structure Risks

PROSPECTIVE INVESTORS ARE ADVISED TO CAREFULLY READ THESE KEY RISKS ASSOCIATED WITH THE DEBENTURES. THESE RISKS ARE NOT, AND ARE NOT INTENDED TO BE, A COMPLETE LIST OF ALL RISKS AND CONSIDERATIONS RELEVANT TO THE DEBENTURES OR YOUR DECISION TO PURCHASE THE DEBENTURES.

The Debentures being structured debentures are sophisticated instruments which involve a significant degree of

risk and are intended for sale only to those Investors capable of understanding the risks involved in such instruments. Please note that both the return on the Debentures and the return of the principal amount in full are at risk if the Debentures are not held till, or for any reason have to be sold or redeemed, before the final Redemption Date. The Debentures are a principal protected product only upon maturity.

The Debentures are structured and are complex and an investment in such a structured product may involve a higher risk of loss of a part of the initial investment as compared to investment in other securities unless held till final Redemption Date. The Registered Debenture Holder shall receive at least the face value of the Debenture only if the Investor holds and is able to hold the Debentures till the final Redemption Date. Prior to investing in the Debentures, a prospective Investor should ensure that such prospective Investor understands the nature of all the risks associated with the investment in order to determine whether the investment is suitable for such prospective Investor in light of such prospective Investor's experience, objectives, financial position and other relevant circumstances. Prospective Investors should independently consult with their legal, regulatory, tax, financial and/or accounting advisors to the extent the prospective Investor considers necessary in order to make their own investment decisions.

An investment in Debentures where the payment of premium (if any), and/or coupon and/or other consideration (if any) payable or deliverable thereon is determined by reference to one or more equity or debt securities, indices, baskets, formulas or other assets or basis of reference will entail significant risks not associated with a conventional fixed rate or floating rate debt security. Such risks include, without limitation, changes in the level or value of the relevant underlying equity or debt securities or basket or index or indices of equity or debt securities or other underlying asset or basis of reference and the holder of the Debentures may receive a lower (or no) amount of premium, coupon or other consideration than the holder expected. The Company has no control over a number of matters that are important in determining the existence, magnitude and longevity of such risks and their results, including, but not limited to, economic, financial and political events. In addition, if an index or formula used to determine any amounts payable or deliverable in respect of the Debentures contains a multiplier or leverage factor, the effect of any change in such index or formula will be magnified. In recent times, the values of certain indices, baskets and formulas have been volatile and volatility in those and other indices, baskets and formulas may occur in the future.

Model Risk

Investment in the Debentures is subject to model risk. The Debentures are created on the basis of complex mathematical models involving multiple derivative exposures which may or may not be hedged and the actual behaviour of the securities selected for hedging may significantly differ from the returns predicted by the mathematical models.

Credit Risk

While, the repayment of sums due at maturity is provided by the Issuer, Investors should be aware that receipt of any coupon payment and principal amount at maturity on the Debentures is subject to the credit risk of the Issuer. Investors assume the risk that the Company will not be able to satisfy their obligations under the Debentures and Investor may or may not recover all or part of the Principal Amount in case of default by the Issuer. Any stated credit rating of the Company reflects the independent opinion of the referenced rating agency as to the creditworthiness of the rated entity but is not a guarantee of credit quality of the Company. Any downgrading of the credit ratings of the Company or its parent or affiliates, by any rating agency could result in a reduction in the value of the Debentures. In the event that bankruptcy proceedings or composition, scheme of arrangement or similar proceedings to avert bankruptcy are instituted by or against the Company, the payment of sums due on the Debentures may be substantially reduced or delayed.

Risks relating to Debentures due to linkages to the reference asset

An investment in any series of Debentures that has payments of principal, coupon or both, indexed to the value of any equity share, index or any other rate, asset or index, or a basket including one or more of the foregoing and /or to the number of observation of such value falling within or outside a pre-stipulated range (each of the foregoing, a "Reference Value") will entail significant risks not associated with a conventional fixed rate or floating

rate debt security. Such risks include, without limitation, changes in the applicable Reference Value and how such changes will impact the amount of any principal or coupon payments linked to the applicable Reference Value. The Company has no control over a number of matters that are important in determining the existence, magnitude and longevity of such risks and their results, including economic, financial and political events. Past performance of any Reference Value to which any principal or coupon payments may be linked is not necessarily indicative of future performance. Investors should be aware that a Reference Value may go down as well as up and/or be volatile and the resulting impact such changes will have on the amount of any principal or coupon payments will depend on the applicable index formula. The Registered Debenture Holder shall receive at least the face value of the Debenture only if the Investor holds and is able to hold the Debentures and the Debentures are not sold or redeemed or bought back till the Final Maturity Date.

If so specified, the early redemption amount, if any, may in certain circumstances be determined by the Valuation Agent based upon the market value of the Debentures less any costs associated with unwinding any hedge positions relating to the particular series of Debentures. In the event the terms and conditions do not provide for a minimum redemption amount even in the event of an early redemption, then on such occurrence a holder may receive less than 100.00% of the principal amount. In case of principal/capital protected market linked debentures, the principal amount is subject to the credit risk of the Issuer whereby the Registered Debenture Holder may or may not recover all or part of the funds in case of default by the Issuer. However, if the Debentures are held till the final maturity date, subject to credit risk of the Issuer, the Registered Debenture Holder of the Debenture will receive at least the principal amount.

The Debentures are likely to be less liquid than conventional fixed or floating rate debt instruments. No representation will be made as to the existence of a market for a series of Debentures. While the Company intends under ordinary market conditions to indicate and/or procure indication of prices for any such Debentures there can be no assurance as to the prices that would be indicated or that the Company will offer and/or cause to purchase any Debentures. The price given, if any, will be affected by many factors including, but not limited to, the remaining term and outstanding principal amount of the particular series of Debentures, the level of the Reference Value, fluctuations in interest rates and/or in exchange rates, volatility in the Reference Value used to calculate the amount of any coupon or principal payments, and credit spreads. Consequently, prospective Investors must be prepared to hold any series of Debentures for an indefinite period of time or until the redemption or maturity of the Debentures. Trading levels of any Debentures will be influenced by, among other things, the relative level and performance of the applicable Reference Value and the factors described above.

Early Redemption for Extraordinary Reason, Illegality and Force Majeure, if for reasons beyond the control of the Issuer, the performance of the Issuer's obligations under the Debentures is prevented by reason of force majeure including but not limited to an act of state or situations beyond the reasonable control of the Issuer, occurring after such obligation is entered into, or has become illegal or impossible in whole or in part or in the exercising of its rights, the Issuer may at its discretion and without obligation to do so, redeem and/or arrange for the purchase of all but not some of the Debentures, by giving notice of not less than 5 (five) Business Days to the Registered Debenture Holders which notice shall be irrevocable and shall specify the date upon which the Debentures shall be redeemed (such date on which the Debentures become immediately due and payable, the "Early Redemption Date").

Provided however if the Issuer believes or is advised that it is necessary to only redeem and/or arrange for the purchase of Debentures held by only certain class of Registered Debenture Holders to overcome or mitigate any such force majeure, then the Issuer may without obligation to do so, redeem and/or arrange for the purchase of only such number of Debentures actually held by such class of Registered Debenture Holders at the relevant time. If the Debentures are bought by the Issuer, the Issuer will, if and to the extent permitted by applicable law, pay to each Registered Debenture Holder in respect of each Debenture held by such holder an amount equal to the Early Redemption Amount of a Debenture notwithstanding the illegality or impracticability, as determined by the Calculation Agent in its sole and absolute discretion.

Early Redemption Amount means fair market value as determined by the Calculation Agent minus associated costs.

No Claim against reference asset

Registered Debenture Holders do not have any interest in or rights to the underlying assets, indices or securities to which Debentures relate.

Inclusion of a compliance clause in relation to electronic book mechanism and details pertaining to the uploading the placement memorandum on the Electronic Book Provider Platform, if applicable: NA

DEFINITION/ ABBREVIATIONS

Term	Description
“Issuer”, “the Company” and “our Company”	360 ONE Prime Limited, a company incorporated under the Companies Act, 1956 and registered as a Non-Banking Financial Company with the Reserve Bank of India under Section 45-IA of the Reserve Bank of India Act, 1934.
Act / Companies Act	The Companies Act, 1956 or the Companies Act, 2013 as amended from time to time, whichever is applicable.
AOA / Articles / Articles of Association	Articles of Association of our Company
Board / Board of Directors	The Board of Directors of our Company and includes any Committee thereof
DIN	Director Identification Number
Equity Shares	Equity shares of face value of Rs.10 each of our Company
360 ONE Group	360 ONE WAM LIMITED (Formerly known as IIFL Wealth Management Limited) and its subsidiaries
MIS	Management Information System of our Company
Memorandum / MOA / Memorandum of Association	Memorandum of Association of our Company
NBFC	Non-Banking Financial Company as defined under Section 45-IA of the RBI Act, 1934
NBFC-ND-SI	Non-Deposit Accepting / Holding Systemically Important NBFC
NPA	Non-Performing Asset
Promoter	360 ONE WAM LIMITED (Formerly known as IIFL Wealth Management Limited)
Rs./ INR / Rupees	Indian Rupees
Statutory Auditors / Auditors	M/s Singhi & Co.
“We”, “us” and “our”	Our Company and/or its Subsidiaries, unless the context otherwise requires

Issuer Information

Issuer Name	360 ONE Prime Limited
Registered office & Corporate office	360 ONE Centre, Kamala City, Senapati Bapat Marg, Delisle Road, Lower Parel, Mumbai – 400 013 Tel.: +91 22 3958 5600 Fax: +91 22 4646 4706 Email: nbfc-compliance@360.one Website: www.iiflwealthprime.com
Date of incorporation	August 31, 1994
Compliance Officer for the Issue	Mr. Amit Bhandari 360 One Centre, Kamala City, Senapati Bapat Marg, Delsile Road, Lower Parel, Mumbai – 400 013 Email: amit.bhandari@360.one Tel.: +91 22 4876 5712 Fax: +91 22 4646 4706

Chief Financial Officer	Mr. Sanjay Wadhwa 360 One Centre, Kamala City, Senapati Bapat Marg, Delsile Road, Lower Parel, Mumbai – 400 013 E-mail: sanjay.wadhwa@360.one Tel.: +9122 4876 5468
Trustee of the Issue	Beacon Trusteeship Limited 7A-B, Siddhivinayak Chambers, Gandhi Nagar, Opp MIG Cricket Club, Bandra (E), Mumbai (MH)- 400 051 Telephone: +91 22 26558759 E-mail: info@beacontrustee.co.in Website: www.beacontrustee.co.in
Registrar to the Issue	Link Intime India Private Limited C 101, 247 Park, L B S Marg, Vikhroli West, Mumbai 400 083 Tel No: +91 22 49186000 Fax: +91 22 49186060 E-mail: mumbai@linkintime.co.in Website: www.linkintime.co.in
Credit Rating Agency of the Issue	 ICRA Limited 3 rd Floor, Electric Mansion Appa saheb Marathe Marg, Prabhadevi. Mumbai- 400025 Contact Person: Tel: 022-61693300 Email: jui.kulkarni@icraindia.com Website: www.icra.com
Auditors of the Issuer	M/s. Singhi & Co. B2-402B, Marathon Innova, 4 th Floor, off. Ganpatrao Kadam Marg, Opp. Peninsula Corporate Park, Lower Parel. Mumbai- 400013

I. Directors of the Company

Details of Board of Directors

The following table sets out the details regarding the Board of Directors as on the date of this Disclosure Document.

Note: None of the above directors appear in the RBI defaulter list and/or ECGC default list.

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Name, Designation, Nationality, DIN and Address, PAN	Age (in years)	Date of Appointment	Other Directorship
<p>Mr. Himanshu Jain Designation: Whole Time Director and CEO DIN: 02052409 Nationality: Indian Occupation: Service Address: 5001 50th floor B Wing Raheja Imperia 1, Shankar Rao Naram Path Marg, Lower Parel, Mumbai, Mumbai City, Maharashtra – 400013. PAN: ADQPJ2993L</p>	48	Appointed as Director on October 04, 2016	NIL
<p>Mr. Yatin Shah Designation: Whole time Director DIN: 03231090 Nationality: Indian Occupation: Service Address: 4th Floor, 42, Kedia Apartments, Dongarsi Road, Near Elizabeth Hospital, Malabar Hill, Mumbai, Maharashtra – 400006. PAN: AAMPS4225K</p>	47	Appointed as Director on October 04, 2016	<ol style="list-style-type: none"> 1. 360 ONE Alternates Asset Management Limited 2. 360 ONE Distribution Service Limited. 3. 360 ONE IFSC Limited. 4. 360 ONE Portfolio Managers Limited. 5. 360 ONE WAM Limited. 6. Naykia Realty Private Limited. 7. Entrepreneurs’ Organization Mumbai 8. 360 ONE Foundation
<p>Mr. Karan Bhagat Designation: Non- Executive Director DIN: 03247753 Nationality: India Occupation: Services Address: 4501, 45th Floor, Old Simplex Mill Compound, Aqua Tower II, Planet Godrej, KK Marg, Near Jacob Circle, Mahalakshmi East, Mumbai 400011 PAN: AEBPB7249B</p>	46	Appointed as director on June 11, 2020.	<ol style="list-style-type: none"> 1. 360 ONE Asset Management Limited 2. Kyrush trading and investment private limited 3. 360 ONE WAM limited
<p>Mr. S. Narayan Designation: Independent Director DIN: 00094081 Nationality: Indian Occupation: Service Address: Flat No. 2B, Nithyashree Apartments No. 51, Chaimers Road, Raja Annamalaipura M, Tamil Naidu, Chennai 600028 PAN: ABUPN5095R</p>	80	Appointed as Independent Director as on March 31, 2017	<ol style="list-style-type: none"> 1. 360 ONE Distribution Service Limited 2. Dabur India Limited 3. Castlewood Trading Private Limited 4. 360 ONE WAM Limited (formerly known as IIFL Wealth Management Limited) 5. Shanti Narayan Foundation 6. Artemis Medicare Services Limited 7. Seshasayee Paper and Boards Limited. 8. Rudransh Trading Private Limited.
<p>Ms. Rekha Warriar Designation: Independent Director DIN: 08152356 Nationality: Indian Occupation: Retired Address: 903/ Prime Cosmos, Magarpatta City, Hadapsar, Pune- 411028. PAN: AAAPW1927E</p>	66	Appointed as Independent Director as on August 01, 2018	<ol style="list-style-type: none"> 1. Credit Access Garmen Limited 2. IIFL Facilities service limited 3. IIFL Securities Limited

<p>Ms. Revathy Ashok Designation: Additional Director - Independent Director DIN: 00057539 Nationality: Indian Occupation: Service Address: 139/6-2, Domlur Layout Sharadamma Layout, Bengaluru – 560 071 PAN: ACLPR3951Q</p>	<p align="center">64</p>	<p align="center">Appointed as Independent Director as on November 28, 2023</p>	<ol style="list-style-type: none"> 1. ADC India Communications Limited 2. Welspun Corp Limited 3. Shell MRPL Aviation Fuels And Services Limited 4. Quess Corp Limited 5. Astrazeneca Pharma India Limited 6. Sansera Engineering Limited 7. Manipalcigna Health Insurance Company Limited 8. Barbeque-Nation Hospitality Limited 9. Microland Limited 10. Khemeia Technologies Private Limited 11. Athena Infonomics India Private Limited
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Brief profile/particulars of Directors & Key Managerial Personnel of the Company

Mr. Himanshu Jain

Mr. Himanshu Jain is a Chief Executive Officer and the Whole time Director of our Company. Himanshu heads the Lending Solutions business and focuses on growing the existing Non-Banking Finance Company (NBFC) business backed by his domain experience and business development focus.

He has two decades of work experience across capital markets, wealth management and lending business. Himanshu earned his Master’s degree in Finance & Control (MFC) from the Institute of Finance & Management (IFM).

He was earlier associated with organizations such as Infrastructure Leasing & Financial Services Limited, Morgan Stanley, DSP Merrill Lynch, Citibank and BNP Paribas.

Mr. Yatin Shah

Mr. Yatin Shah is a Whole-time Director of our Company. He is a co-founder and joint CEO of the wealth management business at 360 ONE Distribution Services Limited. He has more than 20 years of experience in the financial services industry, across equity research and private wealth management.

He started his career in Equity Research with Khandwala Securities, after which he was associated with Kotak in their Wealth Management division.

Yatin has acquired a Bachelor’s degree in Commerce from the University of Mumbai and a Master of Science degree in Finance from Cass Business School, London.

Mr. Karan Bhagat

Mr. Karan Bhagat is Founder, MD and CEO of 360 ONE. Karan, as a professional entrepreneur set up 360 ONE (formerly IIFL Wealth & Asset Management) in 2008.

He featured in Fortune India’s ‘40 under 40’ list in 2016 and 2017 and The Economic Times ‘40 under Forty’ list in 2017. He has received the URS Asia One Global Indian of the Year award in 2018 and is a finalist at the Entrepreneur of the Year Award in 2018. Recently in 2022, he has been recognised as ‘Asia’s Promising Business Leaders’ by The Economic Times. Karan holds an MBA in Finance from the Indian Institute of Management, Bangalore and acquired his bachelor’s degree in Commerce from St. Xavier’s College, Kolkata.

Dr. S Narayan

Dr. Subbaraman Narayan is an Independent Director on the Board. He has 40 years of experience in the fields of economics, economic policy and administration. He has been a visiting senior research fellow at the Institute of South Asian Studies, National University of Singapore from 2005 till 2021. He has previously held the positions of finance and economic affairs secretary; economic advisor to the Prime Minister of India; secretary in the Department of Revenue, Ministry of Finance, Government of India; secretary, Ministry of Petroleum and Natural Gas, Government of India; and secretary, Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry, Government of India. policy for the Government tariff and taxation policies, as well as initiatives for modernizing the capital markets.

Ms. Rekha Warriar

Ms. Rekha Gopal Warriar is an Independent Director on the Board of the Company. She holds a master's degree in applied mathematics from the University of Bombay and a master's in public policy from Princeton University, USA. She has an experience of over 30 years with the Reserve Bank of India in various departments. She has headed the departments of financial stability and internal debt management. She has also worked as a member of faculty in various RBI's training colleges and institutes.

Ms. Revathy Ashok

Ms. Revathy is a gold medalist PGDM 78-80 Batch in sectoral specialisation from the Indian Institute of Management, Bangalore (IIMB).

She is the Co-Founder of Strategy Garage a strategy and growth consulting firm for Start ups and Medium scale companies, helping them build value and scale. She has had successful leadership experience of over thirty years spanning variety of industries - Private Equity, Software and IT enabled services, Manufacturing and Infrastructure in Senior Management positions handling a wide variety of portfolios, namely, Capital Raising, Business Development, Finance, Commercial and other strategic general management functions.

Revathy has held senior leadership positions in global corporations such as Managing Director, Tishman Speyer, PE Fund, worldwide CFO of Syntel Inc, a US based Nasdaq listed IT services company, first woman from India to be the CFO of a NASDAQ listed company.

She is on the Governing Board of Woxsen University and on the Academic Council of Mount Carmel College, Bangalore a Partner at Social Venture Partners (SVP) involved in venture philanthropy supporting several social ventures.

Mr. Sanjay Wadhwa

Mr. Wadhwa is the Chief Financial Officer of the Company. He has an overall experience of 26 years and in his current role, he is responsible for finance & accounts function, and investor relations.

He has experience across varied industries viz. Financial Services (Wealth Management, Asset Management, NBFC, Insurance Broking, Stock Broking, Commodity Exchange, Clearing Corporation, Commodity Broking), Manufacturing, Consulting and Audit.

Prior to joining 360 ONE, Sanjay has worked with L&T Finance, MCX and Reliance Money.

He holds a B.Com from Mumbai University and is also a Chartered Accountant , Company Secretary, Cost and Works Accountant and Chief Financial Analyst holder.

Mr. Amit Bhandari

Mr. Bhandari is the Company Secretary & Compliance officer of the Company. He has 16 years of work experience and was previously associated with L&T Finance Limited, Yes Bank Limited and Reliance Capital.

Details of change in directors since last three years:-

Name of Director, Designation and DIN	Date of Change	Reason
Mr. Shantanu Rastogi Designation: Non-Executive Director Din: 06732021	November 24, 2022	Cessation
Ms. Revathy Ashok Designation: Additional Director-Independent Director DIN: 00057539	November 28, 2023	Appointment

The auditors of the Company: -

Name	Address	Auditor since
Singhi & Co., Chartered Accountants	B2-402B, Marathon Innova, 4 th Floor, off. Ganpatrao Kadam Marg, Opp. Peninsula Corporate Park, Lower Parel. Mumbai- 400013.	September 14, 2021

A. Details of change in auditor since last three years:

Deloitte Haskins & Sells LLP, Chartered Accountants, have been appointed as the Statutory Auditors of the Company with effect from March 21, 2016 to fill the casual vacancy caused due to resignation of M/s. H. V. Vora & Co, Chartered Accountants (registration number 111629W).

B. Deloitte Haskins & Sells LLP, Chartered Accountants, have been re-appointed as the Statutory Auditors of the Company with effect from 26th July, 2016 from the 22nd AGM held on 26th July, 2016 till the conclusion of 27th AGM.

C. Singhi & Co., Chartered Accountants, have been appointed as the statutory Auditors of the Company from the F.Y. 2021-22 from the 27th AGM of the Company held on September 14, 2021 till the conclusion of 30th AGM, subject to the applicable regulations of the Companies Act, 2013 and RBI Regulations/guidelines as amended from time to time.

II. A Brief Summary of the Business/ Activities of the Issuer and its Line of Business:**Overview**

We are a wholly-owned subsidiary of 360 ONE WAM Limited, operating as a lending vehicle of the 360 ONE group. We are registered as a non-deposit taking non-banking financial company with the Reserve Bank of India under Section 45-IA of the Reserve Bank of India Act (“NBFC”) and classified as a middle layer NBFC.

Our product suite primarily includes Loans against Securities (LAS), Loan- against-Property (LAP) and unsecured lending products. Our Company provides customized lending solutions including financing against a combination of liquid and illiquid financial assets to meet all funding requirements of our clients in form of term loans and advances.

We have an experienced management team, led by Mr. Himanshu Jain our CEO and Whole time Director with two decades of work experience across capital markets, wealth management and lending business, Mr. Yatin Shah our

Whole Time Director with over 20 year of diverse experience managing client relationships brings synergy with the 360 One Group Business and leads client relationships, Mr. Sanjay Wadhwa, our Chief Financial Officer with rich experience of 26 years of streamlining business and finance operations to drive growth and increase efficiency and Mr. Niraj Murarka, our Chief Investment Officer, Credit Risk with over 20 years of experience in credit, risk, treasury, finance and accounts, and operations. Our management team also comprises of well experienced professionals heading business and support functions with multiple years of leadership experience in leading banks, financial services and wealth management firms. We believe that the vision and leadership of our management team has contributed to the growth of our business in the past and will drive our strategic direction in the future.

We have demonstrated sound operational and financial performance over the years and our AUM has grown to ₹ 4,926.79 crore as of March 31, 2023 from ₹ 3,703.25 crore as of March 31, 2021. In terms of disbursements we experienced a significant growth at a CAGR of 60.47%, from ₹ 6,796.02 crores as of March 31, 2021 (excluding public issue funding business which has been discontinued) to ₹ 10,905.84 crores as of March 31, 2023.

Our total revenues from operations is ₹ 673.66 crore for the Fiscal 2023 as compared with ₹ 782.59 crore (excl. income on distribution business ₹ 188.06 crore) for the Fiscal 2021 and our profit for Fiscal 2023 was ₹ 234.52 crore as compared with ₹ 156.19 crore for the Fiscal 2021. Our total revenue and profit for the half year ended September 30, 2023 (unaudited) was ₹ 458.31 crore and ₹ 172.92 crore, respectively.

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

- a) Statutory Dues: As per audited financials, our Company is generally regular in depositing undisputed statutory dues including Provident Fund, Investor Education and Protection Fund, Employees’ State Insurance, Income tax, Sales tax, Wealth tax, Service tax, Customs duty, Excise duty, Cess and other material statutory dues with the appropriate authorities, where applicable. There are no undisputed statutory dues, which are outstanding for a period exceeding six months from the date they became payable.
- b) Debentures and interest thereon – NIL
- c) Deposits and interest thereon – NIL
- d) Loan from any bank or financial institution and interest thereon – NIL

Issuer Company’s Key Operational and Financial Parameters

(Rs in Million)

Particulars	September, 2023	March, 2023	M a r c h , 2 0 2 2	March, 2021
Balance Sheet				
Net Fixed Assets	42.70	7.48	5 .	126.67

			6 1	
Current Assets	39,491.84	46,134.01	3 6 , 9 0 1 . 0 2	36,277.10
Non-Current assets	30,956.96	31,036.03	3 1 , 0 5 1 . 7 4	33,714.47
Total Assets	70,491.50	77,177.52	6 7 , 9 5 8 . 3 7	70,118.24
Non-Current Liabilities (including maturities of long-term borrowing and short-term borrowings) Financial (borrowing, trade payable and other financial liabilities)	55,848.00	62,917.83	5 5 , 0 5 6 . 6 6	53,358.25
Provisions	17.20	11.42	1 0 . 4 4	32.11
Current tax liabilities (net)	92.00	298.54	1 6 5 . 9 3	238.13
Equity (equity and other equity)	14,566.90	13,969.09	1 2 , 7 2 5	16,940.01

			. 3 3	
Total equity and liabilities	70,524.10	77,196.87	6 7 , 9 5 8 .3 7	70,568.50
Profit and Loss				
Total revenue from operation & Other income	4,649.70	6,736.51	7 , 5 4 5 .7 4	9,708.09
Total Expenses	2,572.40	3,811.55	3 , 9 2 2 .1 7	3,922.17
Total comprehensive income profit/loss	1,728.20	2,343.54	2 , 8 2 7 .6 9	2,827.69
Other compressive income	-1.00	-1.48	- 0 .1 6	-0.16
Profit / loss after tax	1,729.20	2,345.02	2 , 8 2 7 .8 4	2,827.84
Earning Per equity share				
a. Basic	5.66	7.68	9 .	7.63

			2 6	
b. Diluted	5.66	7.68	9 . 2 6	7.63
Continuing operation	1,729.20	2,345.02	2 , 8 2 7 . 8 4	2,827.84
Discontinued operation	-	-	-	-
Total Continuing and discontinued operations	1,729.20	2,345.02	2 , 8 2 7 . 8 4	2,827.84
Cash Flow				
Net cash generated from operating activities	970.80	-11,353.79	4 6 . 8 5	1,423.16
Net cash used in/ generated from investing activities	10,172.20	1,786.77	2 0 7 . 8 2	40,629.01
Net cash used in financing activities	-8,771.40	9,474.82	1 , 7 2 6 . 2 4	-46,476.70
Cash and cash equivalents	5,518.30	3,146.71	3 , 2 3 8 . 9 2	801.34
Balance as per statement of cash flows	5,518.30	3,146.71	3 , 2 3	801.34

			8 . 9 2	
Additional information				
Net worth	14,564.42	13,966.61	1 2 , 7 2 2 . 8 5	16,937.53
Cash and cash equivalents	5,518.30	3,146.71	3 , 2 3 8 . 9 2	801.34
Current investment	15,256.70	24,228.78	2 , 8 6 6 . 1 3	24,984.33
Assets under management	-	-	-	-
Off balance sheet Assets	-	-	-	-
Total Debt to Total assets	0.77	0.79	0 . 7 8	0.66
Debt Service coverage ratios	NA	NA	N A	NA
Interest Income	3,385.40	5,092.95	5 , 0 7 0 . 2 5	6,420.60
Interest Expenses	2,287.10	3,442.40	3 , 5 5 4 . 7 4	4,150.01

Provisioning & Write-offs	-20.40	-12.47	-108.07	172.43
Bad debts to accounts receivable ratio	NA	NA	NA	NA
Gross NPA (%) / Gross Stage 3 (%)	0%	0%	0%	0%
Net NPA (%) / Net Stage 3 (%)	0%	0%	0%	0%
Tire I capital Adequacy Ratio (%)	23.78%	19.52%	23.18%	22.06%
Tire II capital Adequacy Ratio (%)	0.25%	0.26%	0.43%	1.05%
Particulars	September, 2023			March 2022 March 2022 March 2021
Balance Sheet				
Net Fixed Assets	42.70			75.26 46.16 81.67
Current Assets	39,491.84			433.66 192.30 417.00 120.11
Non-Current assets	30,956.96			333.11 007.35

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		0	7	4
		3	4	7
Total Assets	70,491.50	7	6	7
		7	7	0
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		1	9	1
		7	5	1
		7	8	8
		.	.	.
		5	3	2
		2	7	4
Non-Current Liabilities (including maturities of long-term borrowing and short-term borrowings) Financial (borrowing, trade payable and other financial liabilities)	55,848.00	6	5	5
		2	5	3
		,	,	,
		9	0	3
		1	5	5
		7	6	8
		.	.	.
		8	6	2
		3	6	5
Provisions	17.20	1	1	3
		1	0	2
		.	.	.
		4	4	1
		2	4	1
Current tax liabilities (net)	92.00	2	1	2
		9	6	3
		8	5	8
		.	.	.
		5	9	1
		4	3	3
Equity (equity and other equity)	14,566.90	1	1	1
		3	2	6
		,	,	,
		9	7	9
		6	2	4
		9	5	0
		.	.	.
		0	3	0
		9	3	1
Total equity and liabilities	70,524.10	7	6	7
		7	7	0
		,	,	,
		1	9	5
		9	5	6
		6	8	8
		.	.	.
		8	3	5
		7	7	0
Profit and Loss				
Total revenue from operation & Other income	4,649.70	6	7	9
		,	,	,
		7	5	7

		3 6 · 5 1	4 5 · 7 4	0 8 · 0 9
Total Expenses	2,572.40	3 , 8 1 1 · 5 5	3 , 9 2 2 · 1 7	3 3 3 9 2 2 · 1 7
Total comprehensive income profit/loss	1,728.20	2 , 3 4 3 · 5 4	2 , 8 2 7 · 6 9	2 8 2 7 · 6 9
Other compressive income	-1.00	- 1 · 4 8	- 0 · 1 6	- 0 · 1 6
Profit / loss after tax	1,729.20	2 , 3 4 5 · 0 2	2 , 8 2 7 · 8 4	2 8 2 7 · 8 4
Earning Per equity share				
a. Basic	5.66	7 · 6 8	9 · 2 6	7 · 6 3
b. Diluted	5.66	7 · 6 8	9 · 2 6	7 · 6 3
Continuing operation	1,729.20	2 , 3 4 5 · 0 2	2 , 8 2 7 · 8 4	2 8 2 7 · 8 4
Discontinued operation	-	-	-	-
Total Continuing and discontinued operations	1,729.20	2 , 3 4 5 · 0 2	2 , 8 2 7 · 8 4	2 8 2 7 · 8 4

		3 4 5 · 0 2	8 2 7 · 8 4	8 2 7 · 8 4
Cash Flow				
Net cash generated from operating activities	970.80	- 1 1 , 3 5 3 · 7 9		1 , 4 6 · 8 5 · 1 6
Net cash used in/ generated from investing activities	10,172.20	1 , 7 8 6 · 7 7		4 , 0 6 2 · 9 · 0 1
Net cash used in financing activities	-8,771.40	9 , 4 7 7 4 · 8 2 2		- 4 6 , 2 4 6 · 6 · 2 · 7 0
Cash and cash equivalents	5,518.30	3 , 1 4 6 · 7 1		3 , 2 3 8 · 9 4
Balance as per statement of cash flows	5,518.30	3 , 1 4 6 · 7 1		3 , 2 3 8 · 9 4
Additional information				
Net worth	14,564.42	1 3	1 2	1 6

		'9 6 6 · 6 1	'7 2 2 · 8 5	'9 3 7 · 5 3
Cash and cash equivalents	5,518.30	3 , 1 4 6 · 7 1	3 , 2 3 8 · 9 2	8 0 1 · 4 2
Current investment	15,256.70	2 , 2 8 8 · 7 8	2 , 8 6 · 1 3 3	2 4 9 8 · 3 3
Assets under management	-	-	-	-
Off balance sheet Assets	-	-	-	-
Total Debt to Total assets	0.77	0 · 7 9	0 · 7 8	0 · 6 6
Debt Service coverage ratios	NA	N A	N A	N A
Interest Income	3,385.40	5 , 0 9 2 · 9 5	5 , 0 7 0 · 2 6	6 4 2 0 · 6 0
Interest Expenses	2,287.10	3 , 4 4 2 · 4 0	3 , 5 5 4 · 7 0	4 1 5 0 · 1 3
Provisioning & Write-offs	-20.40	- 1 2 · 4 7	- 1 0 · 8 ·	1 7 2 · 4 3

			0		
			7		
Bad debts to accounts receivable ratio	NA		NA	NA	NA
Gross NPA (%) / Gross Stage 3 (%)	0%		0%	0%	0%
Net NPA (%) / Net Stage 3 (%)	0%		0%	0%	0%
Tire I capital Adequacy Ratio (%)	23.78%		19.52%	23.20%	22.06%
Tire II capital Adequacy Ratio (%)	0.25%		0.24%	0.35%	0.11%

Gross Debt: Equity Ratio of the Company: -

Before the issue of debt securities	3.71:1
After the issue of debt securities	4.40:1

Details of any other contingent liabilities of the issuer based on the last audited financial statements including amount and nature of liability: Nil

Abridge financial statement for last three years are as follows:

Statement of Balance Sheet

				(Rs. In Million)
Particulars	September 30, 2023	2022-23	2021-22	2020-21
ASSETS				
Financial Assets				
Cash and Cash Equivalent	5,518.30	3,146.71	3,238.92	801.34
Bank Balance other than (a) above	10.00	-	-	450.26
Derivative financial instruments	31.80	8.19	1.29	1,518.97
Receivables	-	-	-	-
(I) Trade Receivables	25.70	175.36	131.68	610.51
(II) Other Receivables	-	-	-	370.26

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Loans	48,697.40	49,086.48	39,162.39	37,194.26
Investments	15,256.70	24,228.78	24,866.13	24,984.33
Other Financial assets (to be specified)	576.40	106.01	105.13	920.09
Non-financial Assets	-			
Current tax assets (Net)	317.30	399.38	416.65	323.34
Deferred tax Assets (Net)	-	-	-	-
Property, Plant and Equipment	42.70	7.48	5.61	116.51
Capital work-in-progress	22.60	19.35	-	
Goodwill		-	-	10.16
Other Intangible assets		-	-	1,846.40
Right to use	0.30	-	-	705.36
Other non-financial assets (to be specified)	6.40	3.69	2.13	206.41
Total Assets	18.50	15.44	28.45	510.30
LIABILITIES AND EQUITY				
LIABILITIES				
Financial Liabilities				
Derivative financial instruments	1,633.70	914.49	1,405.70	2,207.00
Payables	-			
(I) Trade Payables	-			
(i) total outstanding dues of micro enterprises and small enterprises	-		-	-
(ii) total outstanding dues of creditors other than micro enterprises and small enterprises	61.60	95.40	89.47	355.26
(II) Other Payables	-			
(i) total outstanding dues of micro enterprises and small enterprises	-	-	-	-
(ii) total outstanding dues of creditors other than micro enterprises and small enterprises	-	-	-	-
Finance Lease Obligation	6.60	3.85	2.23	230.55
Debt Securities	45,500.90	53,137.63	48,008.09	41,978.94
Borrowings (Other than Debt Securities)	6,989.70	6,014.77	1,000.54	1,041.56
Subordinated Liabilities	1,606.00	1,556.40	3,956.54	3,330.69
Other financial liabilities (to be specified)	25.10	1,152.50	288.92	3,939.33

Non-Financial Liabilities				
Current tax liabilities (Net)	92.00	298.54	165.93	238.13
Provisions	17.20	11.42	10.44	32.11
Deferred tax liabilities (Net)	17.60	21.54	294.53	160.57
Other non-financial liabilities(to be specified)	6.80	21.24	10.64	114.35
EQUITY				
Equity Share capital	3,054.90	3,054.94	3,054.94	3,054.94
Other Equity	11,512.00	10,914.15	9,670.40	13,885.07
Total Liabilities and Equity	70,524.10	77,196.87	67,958.37	70,568.50

Statement of Profit & Loss

(Rs in Million)

Particulars	September 30, 2023	2022-23	2021-22	2020-21
Revenue from operations				
Interest Income	3,385.40	5,092.95	5,070.25	6,420.60
Dividend Income	53.60	19.41	5.27	12.67
Fees and commission Income	-0.10	175.69	4.12	1,880.60
Net gain on fair value changes	1,210.80	1,448.46	2,466.02	1,343.01
Distribution income from Investments	-			49.64
Total Revenue from operations	4,649.70	6,736.51	7,545.66	9,706.52
Other Income (to be specified)	-	-	0.08	1.57
Total Income (I+II)	4,649.70	6,736.51	7,545.74	9,708.09
Expenses				
Finance Costs	2,287.10	3,442.40	3,554.74	4,150.01
Fees and commission expense	-	-	-	249.59
Net loss on derecognition of financial instruments		-	36.22	-
Impairment on financial instruments	-20.40	-12.47	-144.29	172.43
Employee Benefits Expenses	197.40	203.45	207.81	2,217.08
Depreciation, amortization and impairment	3.20	3.81	3.10	221.02
Others expenses	105.10	174.35	264.59	774.31
Total Expenses (IV)	2,572.40	3,811.55	3,922.17	7,784.44
Profit/(loss) before tax (V -VI)	2,077.30	2,924.97	3,623.58	1,923.65
Tax Expense:				

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(1) Current Tax	351.70	852.44	512.52	509.09
(2) Deferred Tax	-3.60	-272.49	283.21	-147.33
Profit/(loss) for the period (IX+XII)	1,729.20	2,345.02	2,827.84	1,561.89
Other Comprehensive Income				
(A) (i) Items that will not be reclassified to profit or loss	-1.40	-1.98	-0.21	6.61
(ii) Income tax relating to items that will not be reclassified to profit or loss	0.40	0.50	0.05	-1.66
Subtotal (A)	-1.00	-1.48	-0.16	4.95
Other Comprehensive Income (A + B)	-1.00	-1.48	-0.16	4.95
Total Comprehensive Income for the period (XIII+XIV) (Comprising Profit (Loss) and other Comprehensive Income for the period)	1,728.20	2,343.54	2,827.69	1,566.84

Cash Flow Statement

(Rs in Million)

Particulars	Sept 30, 2023	2022-23	2021-22	2020-21
A. Cash flows from operating activities				
Net profit before taxation	2,077.30	2,924.97	3,623.58	1,923.64
Adjustments for:				
Depreciation & amortisation	3.20	3.81	3.10	221.02
Provisions for employee benefits	1.40	2.14	1.99	19.34
Net changes in Fair value through Profit and loss of Investments	-1,189.30	-1,093.43	-3,164.18	-3,575.74
Impairment on Financial Instrument	-20.40	-12.47	-144.29	172.43
Employee share based payments		-	-	133.35
Mark to Market on Derivative Financial Instrument	-84.90	7.90	500.41	-295.59
Mark to Market on Borrowings	130.00	210.17	724.05	1,142.40
Interest income	-3,385.40	-5,092.95	-5,070.25	-6,420.60
Interest expenses	2,287.10	3,442.40	3,554.74	4,150.01
Dividend/Distribution Income from investments	-53.60			
Loss on sale of fixed assets		-	-	1.38
Gain on Termination of Lease		-	-	-
Interest on lease liabilities		-	-	-
Interest received	3,031.73	4,849.04	5,272.09	7,242.17

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Interest paid	-1,388.28	-6,483.53	-3,262.73	-3,436.85
Dividend Income received from investments	7.80			
Operating profit before working capital changes	1,416.65	-1,241.95	2,038.51	1,276.96
Changes in working Capital :				
(Increase)/ Decrease in Financial /Non-financial Assets	-230.30	-47.92	1,965.70	803.55
Increase/ (Decrease) in Financial /Non-financial Liabilities	-450.80	387.36	-862.67	-797.92
Cash (used in)/generated from operations	735.55	-902.51	3,141.54	1,282.59
Decrease/(Increase) in Loans	711.35	-9,748.72	-2,417.26	498.40
Cash generated from/ (used in) operating activities	1,446.90	-10,651.23	724.28	1,780.99
Net income tax (paid) / refunds	-476.10	-702.56	-677.43	-357.83
Net cash generated from /(used in) operating activities (A)	970.80	-11,353.79	46.85	1,423.16
B. Cash flows from investing activities				
Purchase of investments	-56,622.20	-2,20,292.65	-1,11,729.51	-4,85,801.78
Sale of investments/Income on Investments	66,835.40	2,22,104.45	1,11,945.03	5,26,487.91
Fixed Deposit placed		-	-	-
Fixed Deposit matured		-	-	-
Net consideration paid on account of business transfer		-	-	-
(Purchase)/sale of Property, plant and equipment (includes intangible assets)-Net	-41.00	-25.03	-7.71	-57.12
Net cash generated from/(used in) investing activities (B)	10,172.20	1,786.77	207.82	40,629.01
C. Cash flows from financing activities				
Issuance of share capital		-	-	-
Securities premium received		-	-	-
Dividend Paid	-1,130.30	-1,099.78	-290.22	-3,207.68
Debt Securities and Subordinated Liabilities- taken	2,780.30	33,040.60	21,015.52	15,063.34
Debt Securities and Subordinated Liabilities – repaid	-11,388.20	-27,480.24	-18,955.70	-30,874.12
Borrowings – taken	2,466.80	-	-43.36	500.00

Borrowings – repaid	-1,500.00	5,014.23	-	-27,958.24
Share issue expenses paid		-	-	-
Net cash (used in)/generated from financing activities (C)	-8,771.40	9,474.82	1,726.24	-46,476.70
Net (decrease)/increase in cash and cash equivalents (A+B+C)	2,371.60	-92.21	1,980.91	-4,424.53
Opening Cash & cash equivalents	3,146.70	3,238.92	1,258.01	5,225.87
Closing Cash & cash equivalents	5,518.30	3,146.71	3,238.92	801.34

Financial Results for quarter ended on December 31, 2023 is attached as annexure to the Shelf IM

Any change in accounting policies during the last three years and their effect on the profits and the reserves of the Issuer: NIL

As per Regulation 52 (1) and 52 (2) of SEBI (LODR) Regulations, 2015, as mentioned hereunder, the Company being a high value debt listed Company, is required to prepare and approve the consolidated financial results on annual basis only:

Regulation 52 (1) of SEBI (LODR) Regulations, 2015

(1) The listed entity shall prepare and submit un-audited or audited quarterly and year to date **standalone** financial results on a quarterly basis in the format as specified by the Board within forty- five days from the end of the quarter, other than last quarter, to the recognised stock exchange(s);

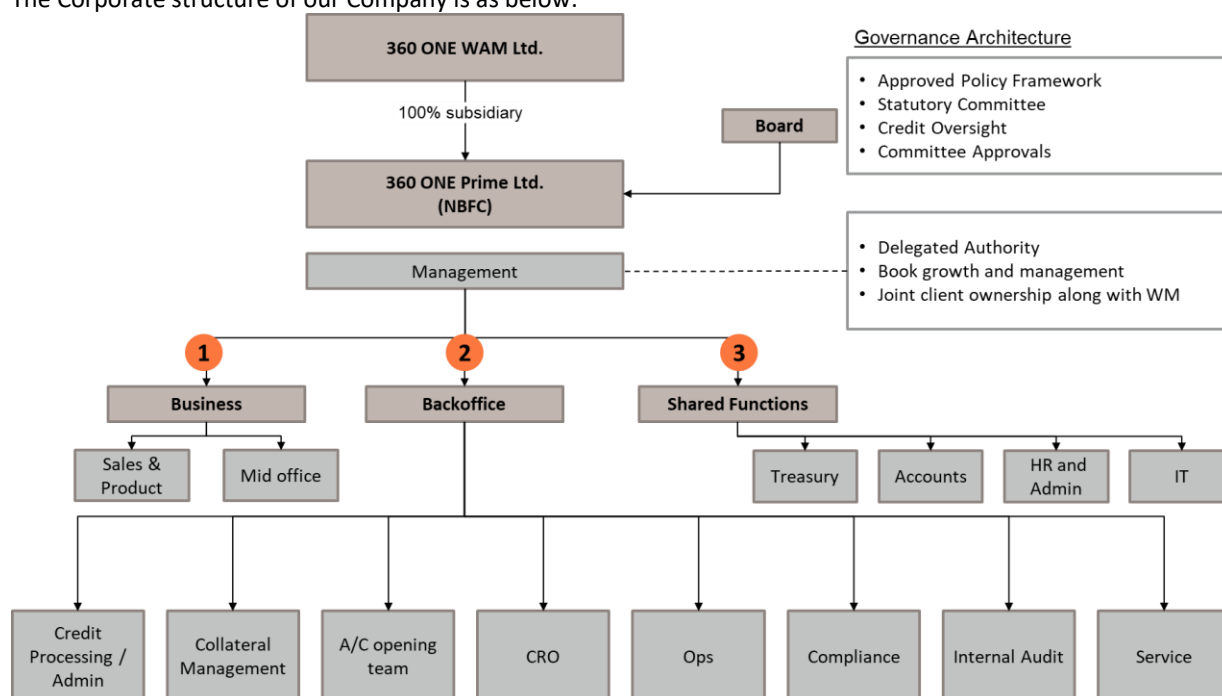
Regulation 52 (2) of SEBI (LODR) Regulations, 2015

(2) The listed entity shall comply with following requirements with respect to preparation, approval, authentication and publication of annual and [quarterly] financial results:

[The annual audited **standalone and consolidated** financial results for the financial year shall be submitted to the stock exchange(s) within sixty days from the end of the financial year along with the audit report

Our Corporate Structure

The Corporate structure of our Company is as below:



A brief history of the Issuer since its incorporation giving details of its activities including any reorganization, reconstruction or amalgamation, changes in its capital structure, (authorized, issued and subscribed) and borrowings, if any.

Corporate profile

Our Company was incorporated as Chephis Capital Markets Limited on August 31, 1994 as a public company incorporated under the Companies Act, 1956, as amended and was granted a certificate of incorporation by the Registrar of Companies, Maharashtra at Mumbai. The Company changed its name to IIFL Wealth Finance Limited and was issued fresh certificate of incorporation by Registrar of Companies, Maharashtra at Mumbai on March 12, 2016 consequent upon change of name. Further, the Company changed its name to IIFL Wealth Prime Limited and was issued fresh certificate of incorporation by Registrar of Companies, Maharashtra at Mumbai on December 7, 2020 consequent upon change of name. Further, the Company changed its name to 360 ONE Prime Limited (formerly known as IIFL Wealth Prime Limited) and was issued fresh certificate of incorporation by Registrar of Companies, Maharashtra at Mumbai on April 18, 2023 consequent upon change of name.

Pursuant to Composite Scheme of Arrangement under Section 230 to 232 of the Companies Act, 2013 (“Scheme”) approved by the board of directors of the Company, IIFL Wealth Capital Market Limited (“IWCML”) was amalgamated with the Company and the distribution business of the Company and IWCML was demerged to 360 ONE Distribution Services Limited (formerly known as IIFL Wealth Distribution Services Limited) (“360 ONE DSL”). The Scheme has been approved by the Hon’ble National Company Law Tribunal, Mumbai *vide* its order dated February 28, 2023 and was made effective on March 14, 2023.

Our Company is registered as a non-deposit accepting middle layer non-banking financial company with the Reserve Bank of India under Section 45-IA of the Reserve Bank of India Act, 1934 bearing registration number B-13.00361 by way of a certificate of registration dated March 18, 1998. Further, pursuant to name change, a fresh certificate of registration dated June 5, 2023 was issued by Reserve Bank of India bearing the same registration number B-13.00361.

Change in registered office of our Company

The registered office of our Company was changed from 6th floor, IIFL Centre, Kamala City, Lower Parel, Mumbai – 400 013, Maharashtra, India to 360 ONE Centre, Kamala City, Senapati Bapat Marg, Lower Parel, Delisle Road, Mumbai – 400013.

Main objects of our Company

The main objects of our Company as contained in our Memorandum of Association are:

1. To carry on financing business and perform lending and financing services, both short term and long term, included but not limited to capital market financing, loan against property and factoring by way of pledge, mortgage, hypothecation, charge or otherwise with or without any securities.
2. To carry on and transact in India or elsewhere in any manner whatsoever, the business to establish, organize, manage, distribute, promote, encourage, provide, conduct, sponsor, subsidize, operate, develop and commercialize all kinds of insurance business including but not limited to Life, Non-Life, general, indemnity of guarantee business of all kinds, classes, nature and description, fire, marine, aviation, transit, motor vehicles, engineering, accidents, including rural, livestock, crop insurance, miscellaneous insurance and all branches of the above classes and also business of insurance against war, riots, strike, terrorism, civil commotion, loss of profits, health and other contingencies and insurance covering any liability under any law, convention or agreement and to act as a corporate agent, representative, surveyor, sub-insurance agent, franchiser, consultant, advisor, collaborator or otherwise to deal in all incidental and allied activities related to general insurance business.

3. To carry on all kinds of agency business and to act as advisors, consultants, agents, sub-agents, distributors, sellers of Deposits, loans, units of Unit Trust of India and other Mutual Funds, Shares, stocks, debentures, bonds, government securities, insurance products, National Savings Certificate and such other financial, investments, personal loans, home loan products, securities & debt instruments and to acquire and hold one or more memberships/dealerships with or without trading privileges of association of bankers, association of mutual funds, merchant bankers, insurance companies, fund managers, brokers, securities dealers or commodity dealers, clearing house, stock, exchange, commodity exchanges in India or any part of the world which will or is likely in any way to facilitate the conduct of company's business.

CAPITAL STRUCTURE

Details of share capital

The share capital of our Company as on December 31, 2023, is set forth below:

Share Capital	In Rs.
AUTHORISED SHARE CAPITAL	
42,65,00,000 Equity Shares of ₹ 10 each	426,50,00,000
Total Authorised Share Capital	426,50,00,000
ISSUED, SUBSCRIBED AND PAID-UP SHARE CAPITAL	
30,54,93,803 Equity Shares of ₹ 10 each fully paid up	305,49,38,030
Total	305,49,38,030
Securities Premium Account	478,51,92,629*

*The securities premium account stood at ₹1,155.83 crores prior to Composite Scheme of Amalgamation and Arrangement being made effective. The debit balance in the capital reserve of the Company amounting to ₹ 677.31 crore was adjusted against the securities premium account in accordance with the provisions of the Section 230 to 232 read with Section 52 of the Companies Act 2013 and the resulting securities premium account stands at ₹478.52 crore.

Changes in the authorized capital of our Company as on December 31, 2023:

Date of Approval	Authorised Share Capital (in Rs.)	Particulars
-	12,500,000	Authorised Share Capital of our Company on incorporation as mentioned in Clause V of the Memorandum of Association was Rs. 12.50 million divided into 1,250,000 Equity Shares of Rs.10 each.
February 13, 2016 (EGM)	3,000,000,000	Increase of Authorised Share Capital, by creation of 298,750,000 new Equity Shares of Rs.10 each. The revised Authorised Share Capital stood at Rs. 3000 Million comprising of 300,000,000 Equity Shares of Rs. 10 each.
July 25, 2018	3,500,000,000	Increase of Authorised Share Capital, by creation of 50,000,000 new Equity Shares of Rs.10 each. The revised authorised share capital stood at Rs. 3500 Million comprising of 350,000,000 Equity Shares of Rs. 10 each.
March 14, 2023*	426,50,00,000	Increase of Authorised Share Capital, from ₹ 350,00,00,000 comprising of 350,000,000 Equity Shares of ₹ 10 each to ₹ 426,50,00,000 comprising of 426,500,000 Equity Shares of ₹ 10

Date of Approval	Authorised Share Capital (in Rs.)	Particulars
		each pursuant the Scheme of Arrangement dated March 14, 2023

* Pursuant to Composite Scheme of Amalgamation and Arrangement

Equity Share Capital History of our Company as on December 31, 2023:

Date of Allotment	No. of Equity Shares	Face Value (in Rs.)	Issue Price (in Rs.)	Consideration (Cash, other than cash etc.)	Nature of Allotment	Cumulative No. of Equity Shares	Cumulative Equity Share Capital (in Rs.)	Equity Share Premium (in Rs.)
August 31, 1994	700	10	10	Cash	Initial subscription to MoA	700	7,000	-
January 31, 1995	745,000	10	10	Cash	Issue of Equity Shares to Dipak Mehta, Bhanu Mehta, Harshada Mehta, Deven Mehta, Bhairavi Mehta, Gunial Mody, Pratap Mody, Deepak Gamanlal (HUF), Kunal Mehta and Gamanlal Prataprai (HUF)	745,700	7,457,000	-
October 15, 1996	481,878	10	10	Cash	Issue of Equity Shares	1,227,578	12,275,780	-

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Date of Allotment	No. of Equity Shares	Face Value (in Rs.)	Issue Price (in Rs.)	Consideration (Cash, other than cash etc.)	Nature of Allotment	Cumulative No. of Equity Shares	Cumulative Equity Share Capital (in Rs.)	Equity Share Premium (in Rs.)
					to Dipak Mehta, Bhanu Mehta, Deven Mehta, Bhairavi Mehta, Gunial Mody, Deepak Gamanlal (HUF) and Kunal Mehta			
March 8, 2004	2,70,067	10	10	Cash	Buy Back of Equity Shares	9,57,511	95,75,110	-
August 22, 2005	2,30,000	10	10	Cash	Buy Back of Equity Shares	7,27,511	72,75,110	-
February 15, 2016	22,222,222	10	22.5	Cash	Issue of Equity Shares on Rights basis to 360 ONE WAM Limited (Formerly known as IIFL Wealth Management Limited)	22,949,733	229,497,330	277,777,775
February 25, 2016	140,000,000	10	22.5	Cash	Issue of Equity Shares on Rights basis to 360	162,949,733	1,629,497,330	2,027,777,775

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Date of Allotment	No. of Equity Shares	Face Value (in Rs.)	Issue Price (in Rs.)	Consideration (Cash, other than cash etc.)	Nature of Allotment	Cumulative No. of Equity Shares	Cumulative Equity Share Capital (in Rs.)	Equity Share Premium (in Rs.)
					ONE WAM Limited (Formerly known as IIFL Wealth Management Limited)			
March 30, 2016	89,166,667	10	60	Cash	Issue of Equity Shares on Rights basis to 360 ONE WAM Limited (Formerly known as IIFL Wealth Management Limited)	252,116,400	2,521,164,000	6,486,111,108
December 01, 2016	10,333,333	10	60	Cash	Issue of Equity Shares on Rights basis to 360 ONE WAM Limited (Formerly known as IIFL Wealth Management Limited)	262,449,733	2,624,497,330	516,666,650
July 25,	4,30,44,	10	116.	Cash	Issue of	305,493,80	3,05,49,38,030	4,56,95,58,471.

Date of Allotment	No. of Equity Shares	Face Value (in Rs.)	Issue Price (in Rs.)	Consideration (Cash, other than cash etc.)	Nature of Allotment	Cumulative No. of Equity Shares	Cumulative Equity Share Capital (in Rs.)	Equity Share Premium (in Rs.)
2018	070		16		Equity Shares on Rights basis to 360 ONE WAM Limited (Formerly known as IIFL Wealth Management Limited	3		20

Details of any acquisition or amalgamation in the last 1 year.

Our Company has not made any Acquisition/Amalgamation in the last one year

Details of Reorganization or reconstruction in last 1 year:

Pursuant to Composite Scheme of Arrangement under Section 230 to 232 of the Companies Act, 2013 (“**Scheme**”) approved by the board of directors of the Company, IIFL Wealth Capital Market Limited (“**IWCML**”) was amalgamated with the Company and the distribution business of the Company and IWCML was demerged to 360 ONE Distribution Services Limited (formerly known as IIFL Wealth Distribution Services Limited) (“**360 ONE DSL**”). The Scheme has been approved by the Hon’ble National Company Law Tribunal, Mumbai *vide* its order dated February 28, 2023 and was made effective on March 14, 2023.

III. Shareholding Pattern

Shareholding pattern of Equity Shares of our Company as on December 31, 2023

Sr. No.	Name of the Shareholder	Total number of Equity Shares	Number of shares held in dematerialized form	Total shareholding as a % of total number of Equity Shares	Shares pledged or otherwise encumbered
1	360 ONE WAM Limited (Formerly known as IIFL Wealth Management Limited	305,493,797	305,493,797	100.00	Nil

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2	Karan Bhagat {Nominee Shareholder of 360 ONE WAM Limited (Formerly known as IIFL Wealth Management Limited)}	1	1	0.00	Nil
3	Yatin Shah {Nominee Shareholder of 360 ONE WAM Limited (Formerly known as IIFL Wealth Management Limited)}	1	1	0.00	Nil
4	Vinay Ahuja {Nominee Shareholder of 360 ONE WAM Limited (Formerly known as IIFL Wealth Management Limited)}	1	1	0.00	Nil
5	Himadri Chatterjee {Nominee Shareholder of 360 ONE WAM Limited (Formerly known as IIFL Wealth Management Limited)}	1	1	0.00	Nil
6	Anshuman Maheshwary {Nominee Shareholder of 360 ONE WAM Limited (Formerly known as IIFL Wealth Management Limited)}	1	1	0.00	Nil
7	Niraj Murarka {Nominee Shareholder of 360 ONE WAM Limited (Formerly known as IIFL Wealth Management Limited)}	1	1	0.00	Nil
Total		305,493,803	305,493,803	100.00	Nil

Note:

- 1) No shares are pledged or encumbered by the promoter, i.e., 360 ONE WAM Limited (Formerly known as IIFL Wealth Management Limited).

IV. Shareholding pattern of Total Equity Share Capital of the Company as on December 31, 2023

Sr. No.	Name of the Shareholder	Total number of Equity Shares of face value Rs. 10/-	Total Equity Share Capital (In Rs.)	Number of equity shares held in dematerialized form	Total equity shareholding as a % of total number of Equity Shares	Shares pledged or otherwise encumbered
1.	360 ONE WAM Limited (Formerly known as IIFL	305,493,797	3,054,937,970	305,493,797	100.00	Nil

	Wealth Management Limited					
2.	Karan Bhagat {Nominee Shareholder of 360 ONE WAM Limited (Formerly known as IIFL Wealth Management Limited)}	1	10	1	0.00	Nil
3.	Yatin Shah {Nominee Shareholder of 360 ONE WAM Limited (Formerly known as IIFL Wealth Management Limited)}	1	10	1	0.00	Nil
4.	Vinay Ahuja {Nominee Shareholder 360 ONE WAM Limited (Formerly known as IIFL Wealth Management Limited)}	1	10	1	0.00	Nil
5.	Himadri Chatterjee {Nominee Shareholder 360 ONE WAM Limited (Formerly known as IIFL Wealth Management Limited)}	1	10	1	0.00	Nil
6.	Anshuman Maheshwary {Nominee Shareholder of 360 ONE WAM Limited (Formerly known as IIFL Wealth Management Limited)}	1	10	1	0.00	Nil
7.	Niraj Murarka {(Nominee Shareholder of 360 ONE WAM Limited (Formerly known as IIFL Wealth Management Limited)}	1	10	1	0.00	Nil
	Total	305,493,803	3,05,49,38,030	305,493,803	100.00	Nil

V. Top 10 holders of Equity Shares of our Company as on December 31, 2023

Sr. No.	Name of the Shareholder	Total number of Equity Shares	Number of shares held in dematerialized form	Total shareholding as a % of total number of Equity Shares	Shares pledged or otherwise encumbered
1.	360 ONE WAM Limited (Formerly known as IIFL Wealth Management Limited)	305,493,803	305,493,803	100.00	Nil
	Total	305,493,803	305,493,803	100.00	Nil

VI. Issue Size:

Under the purview of current document, the Company intends to raise by way of Debentures, total aggregating upto Rs. 600 Crore (Issue Size) in one or more tranches, being Principal Protected Secured Redeemable Non-Convertible Debentures.

Details of utilization of the issue proceeds

The funds raised through this Issue, after meeting the expenditures of and related to the Issue, will be used, subject to applicable statutory and/or regulatory requirements, for various financing activities including onward lending and for the business operations including the general corporate purposes and working capital requirements.

Project cost and means of financing, in case of funding of new projects: Not applicable

VII. Details of Borrowings:

A. Details of borrowings of the Company as on December 31, 2023: -

(i) Details of Secured Loan Facilities as on December 31, 2023: -

Lenders Name	Type of facility	Amount Sanctioned (In Rs.)	Principal Amount Outstanding (In Rs.)	Repayment Date/Schedule	Security
HDFC Bank	WCDC/C	4,00,00,00,000	3,50,00,00,000	19/06/2024 and 22/06/2024 and 23/09/2024 and 20/12/2024	Pari- passu charge on receivables with cover of minimum 1.15x. Corporate Guarantee from 360 ONE WAM LTD.
HDFC Bank	OD against FD	45,00,00,000	0	NA	Fixed Deposit for Rs. 47.50 crores
ICICI Bank	Short Term Loan	2,00,00,00,000	1,00,00,00,000	01-May-23	First ranking Pari Passu charge on standard receivables of the Borrower. Minimum security cover of 1.20 times on the outstanding amount of the Facility to be maintained at all times during the tenor of the Facility. Corporate Guarantee from 360 ONE WAM LTD.
State Bank of India	Term Loan	4,00,00,00,000	2,47,50,00,000	29-03-2024 , 28-06-2024 , 30-09-2024 , 31-12-2024 , 31-03-2025 , 30-06-	First pari passu charge by way of hypothecation on all receivables and loan assets pertaining to non-capital segment of the company shared among working capital lender/Term lenders and Corporate Guarantee by 360 ONE WAM LIMITED.

				2025 , 30-09- 2025 , 31-12- 2025 , 31-03- 2026 , 30-06- 2026 , 30-09- 2026 , 31-12- 2026 , 31-03- 2027 , 30-06- 2027 , 30-09- 2027	
Karnataka Bank	Term Loan	50,00,00,000	45,75,00,000	05-03- 2024 , 05-06- 2024 , 05-09- 2024 , 05-12- 2024 , 05-03- 2025 , 05-06- 2025 , 05-09- 2025 , 05-12- 2025 , 05-03- 2026 , 05-06- 2026 , 05-09- 2026	Pari-passu First charge by way of hypothecation of loan receivables present & future of the Company (Standard Assets excluding capital market exposure & receivables on loans against debt securities) with minimum security coverage of 1.15 times of the outstanding balance at all times. Corporate Guarantee from 360 ONE WAM LTD.

(ii) Details of Unsecured Loan Facilities as on December 31, 2023: -

Lenders Name	Type of facility	Amount Sanctioned	Principal Amount Outstanding	Repayment Date/Schedule
NIL				

(iii) Details of Secured Non-Convertible Debentures as of December 31, 2023:

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ISIN	Debenture Series	Tenor/ Period of Maturity (Days)	Coupon	Total	Issue Date	Repayment Date	Credit Rating	Secured/ Unsecured	Rating Agency
INE248U07BN3	IFGD 4	1598	Linked to G-sec	3,00,00,000	30-Sep-19	14-Feb-24	AA	Secured	ICRA
INE248U07CT8	IIFLWF-INCS - 01-MLD-2030	32850	Linked to Performance of Nifty	4,10,00,000	31-Mar-20	29-Mar-30	AA	Secured	CRISIL
INE248U07DA6	IIFLWPL-7%-2024	5455	Linked to G-sec	15,16,00,000	20-May-21	15-May-24	AA	Secured	ICRA
INE248U07DA6	IIFLWPL-7%-2024	7553	Linked to G-sec	11,25,00,000	01-Jun-21	15-May-24	AA	Secured	ICRA
INE248U07DA6	IIFLWPL-7%-2024	1078	Linked to G-sec	24,50,00,000	02-Jun-21	15-May-24	AA	Secured	ICRA
INE248U07DA6	IIFLWPL-7%-2024	4252	Linked to G-sec	9,79,00,000	17-Jun-21	15-May-24	AA	Secured	ICRA
INE248U07DA6	IIFLWPL-7%-2024	3150	Linked to G-sec	2,94,00,000	30-Jun-21	15-May-24	AA	Secured	ICRA
INE248U07DA6	IIFLWPL-7%-2024	2088	Linked to G-sec	4,13,00,000	06-Jul-21	15-May-24	AA	Secured	ICRA
INE248U07DC2	IIFLWPL-IFRS-03-2024	21540	Linked to G-sec	46,25,00,000	29-Apr-21	10-Apr-24	AA	Secured	ICRA
INE248U07DF5	IIFLWPL-7%-28FEB2024	824	Linked to G-sec	50,00,00,000	26-Nov-21	28-Feb-24	AA	Secured	ICRA
INE248U07DF5	IIFLWPL-7%-28FEB2024	15542	Linked to G-sec	60,00,00,000	02-Dec-21	28-Feb-24	AA	Secured	ICRA
INE248U07DF5	IIFLWPL-7%-28FEB2024	2433	Linked to G-sec	15,00,00,000	09-Dec-21	28-Feb-24	AA	Secured	ICRA
INE248U07DF5	IIFLWPL-7%-28FEB2024	2430	Linked to G-sec	30,00,00,000	10-Dec-21	28-Feb-24	AA	Secured	ICRA

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INE248U07DF5	IIFLWPL-7%-28FEB2024	5446	Linked to G-sec	17,00,00,000	11-Jan-22	28-Feb-24	AA	Secured	ICRA
INE248U07DF5	IIFLWPL-7%-28FEB2024	3104	Linked to G-sec	22,00,00,000	13-Jan-22	28-Feb-24	AA	Secured	ICRA
INE248U07DF5	IIFLWPL-7%-28FEB2024	3845	Linked to G-sec	14,00,00,000	20-Jan-22	28-Feb-24	AA	Secured	ICRA
INE248U07DF5	IIFLWPL-7%-28FEB2024	755	Linked to G-sec	8,60,00,000	03-Feb-22	28-Feb-24	AA	Secured	ICRA
INE248U07DF5	IIFLWPL-7%-28FEB2024	5187	Linked to G-sec	9,50,00,000	17-Feb-22	28-Feb-24	AA	Secured	ICRA
INE248U07DF5	IIFLWPL-7%-28FEB2024	5138	Linked to G-sec	16,00,00,000	24-Feb-22	28-Feb-24	AA	Secured	ICRA
INE248U07DF5	IIFLWPL-7%-28FEB2024	2166	Linked to G-sec	7,00,00,000	08-Mar-22	28-Feb-24	AA	Secured	ICRA
INE248U07DF5	IIFLWPL-7%-28FEB2024	1430	Linked to G-sec	12,50,00,000	15-Mar-22	28-Feb-24	AA	Secured	ICRA
INE248U07DF5	IIFLWPL-7%-28FEB2024	4236	Linked to G-sec	10,00,00,000	24-Mar-22	28-Feb-24	AA	Secured	ICRA
INE248U07DF5	IIFLWPL-7%-28FEB2024	700	Linked to G-sec	5,00,00,000	30-Mar-22	28-Feb-24	AA	Secured	ICRA
INE248U07DF5	IIFLWPL-7%-28FEB2024	693	Linked to G-sec	1,00,00,000	06-Apr-22	28-Feb-24	AA	Secured	ICRA
INE248U07DF5	IIFLWPL-7%-28FEB2024	1356	Linked to G-sec	6,50,00,000	21-Apr-22	28-Feb-24	AA	Secured	ICRA
INE248U07DF5	IIFLWPL-7%-28FEB2024	5312	Linked to G-sec	19,80,00,000	05-May-22	28-Feb-24	AA	Secured	ICRA
INE248U07DF5	IIFLWPL-7%-28FEB2024	7884	Linked to G-sec	32,60,00,000	12-May-22	28-Feb-24	AA	Secured	ICRA

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INE248U07DF5	IIFLWPL-7%-28FEB2024	7216	Linked to G-sec	44,70,00,000	13-May-22	28-Feb-24	AA	Secured	ICRA
INE248U07DF5	IIFLWPL-7%-28FEB2024	11050	Linked to G-sec	36,30,00,000	19-May-22	28-Feb-24	AA	Secured	ICRA
INE248U07DF5	IIFLWPL-7%-28FEB2024	14789	Linked to G-sec	1,02,40,00,000	26-May-22	28-Feb-24	AA	Secured	ICRA
INE248U07DF5	IIFLWPL-7%-28FEB2024	15900	Linked to G-sec	39,20,00,000	02-Jun-22	28-Feb-24	AA	Secured	ICRA
INE248U07DF5	IIFLWPL-7%-28FEB2024	3145	Linked to G-sec	17,40,00,000	09-Jun-22	28-Feb-24	AA	Secured	ICRA
INE248U07DF5	IIFLWPL-7%-28FEB2024	3732	Linked to G-sec	16,10,00,000	16-Jun-22	28-Feb-24	AA	Secured	ICRA
INE248U07DF5	IIFLWPL-7%-28FEB2024	621	Linked to G-sec	24,50,00,000	17-Jun-22	28-Feb-24	AA	Secured	ICRA
INE248U07DF5	IIFLWPL-7%-28FEB2024	618	Linked to G-sec	10,00,00,000	20-Jun-22	28-Feb-24	AA	Secured	ICRA
INE248U07DF5	IIFLWPL-7%-28FEB2024	6765	Linked to G-sec	29,00,00,000	23-Jun-22	28-Feb-24	AA	Secured	ICRA
INE248U07DF5	IIFLWPL-7%-28FEB2024	7904	Linked to G-sec	31,70,00,000	30-Jun-22	28-Feb-24	AA	Secured	ICRA
INE248U07DF5	IIFLWPL-7%-28FEB2024	992	Linked to G-sec	12,90,00,000	20-Oct-22	28-Feb-24	AA	Secured	ICRA
INE248U07DF5	IIFLWPL-7%-28FEB2024	968	Linked to G-sec	5,00,00,000	01-Nov-22	28-Feb-24	AA	Secured	ICRA
INE248U07DF5	IIFLWPL-7%-28FEB2024	950	Linked to G-sec	7,40,00,000	10-Nov-22	28-Feb-24	AA	Secured	ICRA
INE248U07DF5	IIFLWPL-7%-28FEB2024	1383	Linked to G-sec	3,00,00,000	24-Nov-22	28-Feb-24	AA	Secured	ICRA

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INE248U07DF5	IIFLWPL-7%-28FEB2024	1341	Linked to G-sec	6,20,00,000	08-Dec-22	28-Feb-24	AA	Secured	ICRA
INE248U07DF5	IIFLWPL-7%-28FEB2024	892	Linked to G-sec	66,00,00,000	09-Dec-22	28-Feb-24	AA	Secured	ICRA
INE248U07DF5	IIFLWPL-7%-28FEB2024	1320	Linked to G-sec	3,00,00,000	15-Dec-22	28-Feb-24	AA	Secured	ICRA
INE248U07DF5	IIFLWPL-7%-28FEB2024	1732	Linked to G-sec	7,40,00,000	22-Dec-22	28-Feb-24	AA	Secured	ICRA
INE248U07DF5	IIFLWPL-7%-28FEB2024	2472	Linked to G-sec	25,30,00,000	12-Jan-23	28-Feb-24	AA	Secured	ICRA
INE248U07DG3	IIFLWPL-7.25%-01JAN2025	924	Linked to G-sec	7,80,00,000	22-Jun-22	01-Jan-25	AA	Secured	CRISIL
INE248U07DG3	IIFLWPL-7.25%-01JAN2025	4090	Linked to G-sec	12,30,00,000	06-Oct-22	01-Jan-25	AA	Secured	CRISIL
INE248U07DI9	IIFL Debt Plus Series - I	119034	Linked to G-sec	2,50,00,00,000	26-Apr-22	26-Nov-31	AA	Secured	CRISIL
INE248U07DJ7	INES -04	20700	Linked to G-sec	69,50,00,000	07-Jun-22	12-Sep-24	AA	Secured	CRISIL
INE248U07DJ7	INES -04	7362	Linked to G-sec	47,20,00,000	17-Jun-22	12-Sep-24	AA	Secured	CRISIL
INE248U07DJ7	INES -04	26598	Linked to G-sec	42,20,00,000	29-Jun-22	12-Sep-24	AA	Secured	CRISIL
INE248U07DL3	IIFLWPL-7.75%-31JUL2024	3775	Linked to G-sec	6,50,00,000	07-Jul-22	31-Jul-24	AA	Secured	ICRA
INE248U07DL3	IIFLWPL-7.75%-31JUL2024	5984	Linked to G-sec	38,00,00,000	14-Jul-22	31-Jul-24	AA	Secured	ICRA
INE248U07DL3	IIFLWPL-7.75%-31JUL2024	4446	Linked to G-sec	13,00,00,000	21-Jul-22	31-Jul-24	AA	Secured	ICRA

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INE248U07DL 3	IIFLWPL- 7.75%- 31JUL2024	1340	Linked to G- sec	25,60,00,00 0	30-Sep- 22	31-Jul-24	AA	Secure d	ICRA
INE248U07DL 3	IIFLWPL- 7.75%- 31JUL2024	666	Linked to G- sec	8,90,00,000	04-Oct- 22	31-Jul-24	AA	Secure d	ICRA
INE248U07DL 3	IIFLWPL- 7.75%- 31JUL2024	651	Linked to G- sec	5,00,00,000	19-Oct- 22	31-Jul-24	AA	Secure d	ICRA
INE248U07DL 3	IIFLWPL- 7.75%- 31JUL2024	5850	Linked to G- sec	15,10,00,00 0	20-Oct- 22	31-Jul-24	AA	Secure d	ICRA
INE248U07DL 3	IIFLWPL- 7.75%- 31JUL2024	5104	Linked to G- sec	20,00,00,00 0	01-Nov- 22	31-Jul-24	AA	Secure d	ICRA
INE248U07DL 3	IIFLWPL- 7.75%- 31JUL2024	637	Linked to G- sec	29,40,00,00 0	02-Nov- 22	31-Jul-24	AA	Secure d	ICRA
INE248U07DL 3	IIFLWPL- 7.75%- 31JUL2024	630	Linked to G- sec	29,40,00,00 0	09-Nov- 22	31-Jul-24	AA	Secure d	ICRA
INE248U07DL 3	IIFLWPL- 7.75%- 31JUL2024	2516	Linked to G- sec	15,70,00,00 0	10-Nov- 22	31-Jul-24	AA	Secure d	ICRA
INE248U07DL 3	IIFLWPL- 7.75%- 31JUL2024	625	Linked to G- sec	12,00,00,00 0	14-Nov- 22	31-Jul-24	AA	Secure d	ICRA
INE248U07DL 3	IIFLWPL- 7.75%- 31JUL2024	1866	Linked to G- sec	6,50,00,000	17-Nov- 22	31-Jul-24	AA	Secure d	ICRA
INE248U07DL 3	IIFLWPL- 7.75%- 31JUL2024	1230	Linked to G- sec	3,10,00,000	24-Nov- 22	31-Jul-24	AA	Secure d	ICRA
INE248U07DL 3	IIFLWPL- 7.75%- 31JUL2024	4864	Linked to G- sec	17,50,00,00 0	01-Dec- 22	31-Jul-24	AA	Secure d	ICRA
INE248U07DL 3	IIFLWPL- 7.75%- 31JUL2024	1174	Linked to G- sec	2,00,00,000	22-Dec- 22	31-Jul-24	AA	Secure d	ICRA
INE248U07DL 3	IIFLWPL- 7.75%- 31JUL2024	586	Linked to G- sec	6,00,00,000	23-Dec- 22	31-Jul-24	AA	Secure d	ICRA

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INE248U07DL3	IIFLWPL-7.75%-31JUL2024	4060	Linked to G-sec	8,20,00,000	29-Dec-22	31-Jul-24	AA	Secured	ICRA
INE248U07DL3	IIFLWPL-7.75%-31JUL2024	1698	Linked to G-sec	12,90,00,000	12-Jan-23	31-Jul-24	AA	Secured	ICRA
INE248U07DL3	IIFLWPL-7.75%-31JUL2024	555	Linked to G-sec	38,60,00,000	23-Jan-23	31-Jul-24	AA	Secured	ICRA
INE248U07DM1	INES-05	31038	Linked to Performance of Nifty	1,54,80,00,000	15-Sep-22	23-Sep-24	AA	Secured	CRISIL
INE248U07DM1	INES-05	6354	Linked to Performance of Nifty	10,10,00,000	18-Oct-22	23-Sep-24	AA	Secured	CRISIL
INE248U07DN9	IDPR 02	1462	Linked to Performance of Nifty	35,00,00,000	30-Sep-22	30-Sep-24	AA	Secured	CRISIL
INE248U07DO7	IIFL EDD 02	43776	Linked to G-sec	33,00,00,000	23-Feb-23	18-Feb-33	Unrated	Secured	-
INE248U07DP4	IIFL EDD 04	32832	Linked to G-sec	60,50,00,000	02-Mar-23	25-Feb-33	Unrated	Secured	-
INE248U07DQ2	IIFL EDD 03	32832	Linked to G-sec	18,30,00,000	28-Feb-23	23-Feb-33	Unrated	Secured	-
INE248U07DR0	IIFL Wealth Prime LTD 7-May-25	53380	7.65%	2,54,29,00,000	14-Mar-23	07-May-25	Rated	Secured	-
INE248U07DR0	IIFL Wealth Prime LTD 7-May-25	80134	7.65%	4,99,17,00,000	21-Mar-23	07-May-25	Rated	Secured	-
INE248U07DS8	IIFL EDD 05	40128	Linked to G-sec	15,50,00,000	09-Mar-23	04-Mar-33	Unrated	Secured	-
INE248U07DU4	IIFL EDD 07	32832	Linked to G-sec	17,00,00,000	16-Mar-23	11-Mar-33	Unrated	Secured	-
INE248U07DV2	IIFL EDD 08	10941	Linked to G-sec	30,27,00,000	17-Mar-23	11-Mar-33	AA	Secured	-

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INE248U07D W0	IIFL EDD 09	51072	Linked to G- sec	29,98,00,00 0	23-Mar- 23	18-Mar- 33	Unra- ted	Secure d	-
INE248U07D W0	IIFL EDD 09	3647	Linked to G- sec	45,00,00,00 0	24-Mar- 23	18-Mar- 33	Unra- ted	Secure d	-
INE248U07DX 8	IIFL EDD 10	25536	Linked to G- sec	11,00,00,00 0	06-Apr- 23	01-Apr- 33	Unra- ted	Secure d	-
INE248U07DY 6	IIFL EDD 11	40128	Linked to G- sec	25,00,00,00 0	18-Apr- 23	13-Apr- 33	Unra- ted	Secure d	-
INE248U07DZ 3	IIFL EDD 13	10944	Linked to G- sec	5,50,00,000	27-Apr- 23	22-Apr- 33	Unra- ted	Secure d	-
INE248U07EA 4	IIFL EDD 12	3647	Linked to G- sec	50,00,00,00 0	27-Apr- 23	21-Apr- 33	Unra- ted	Secure d	-
INE248U07EB 2	IIFL EDD 14	32931	Linked to G- sec	16,50,00,00 0	11-May- 23	17-May- 33	Unra- ted	Secure d	-
INE248U07EC 0	IIFL EDD 15	25564	Linked to G- sec	20,00,00,00 0	22-May- 23	21-May- 33	Unra- ted	Secure d	-
INE248U07ED 8	IIFL EDD 16	7304	Linked to G- sec	4,00,00,000	31-May- 23	30-May- 33	Unra- ted	Secure d	-
INE248U07EE 6	IIFL EDD 17	14592	Linked to G- sec	12,00,00,00 0	06-Jul-23	01-Jul-33	Unra- ted	Secure d	-
INE248U07EF 3	IIFL EDD 18	7282	Linked to G- sec	2,00,00,000	13-Jul-23	01-Jul-33	Unra- ted	Secure d	-
INE248U07EG 1	360 One Prime 18M NCD 21 JAN 2025	1650	8.50%	41,50,00,00 0	21-Jul-23	21-Jan-25	AA	Secure d	-
INE248U07EG 1	360 One Prime 18M NCD 21 JAN 2025	1074	8.50%	10,00,00,00 0	03-Aug- 23	21-Jan-25	AA	Secure d	-
INE248U07EH 9	IIFL EDD 19	14592	Linked to G- sec	27,00,00,00 0	25-Jul-23	20-Jul-33	Unra- ted	Secure d	-

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INE248U07EI7	IIFL EDD 20	7306	Linked to G-sec	2,50,00,000	27-Jul-23	27-Jul-33	Unrated	Secured	-
INE248U07EJ5	IIFL EDD 21	14588	Linked to G-sec	13,00,00,000	04-Aug-23	29-Jul-33	Unrated	Secured	-
INE248U07EK3	360ONEPL-INES 06	3843	Linked to G-sec	16,00,00,000	10-Aug-23	11-Feb-27	Unrated	Secured	-
INE248U07EL1	360ONEPL-INES 07	3846	Linked to G-sec	5,00,00,000	10-Aug-23	12-Feb-27	Unrated	Secured	-
INE248U07EM9	IIFL EDD 22	14588	Linked to G-sec	6,50,00,000	18-Aug-23	12-Aug-33	Unrated	Secured	-
INE248U07EN7	IIFL EDD 23	10941	Linked to G-sec	8,00,00,000	25-Aug-23	19-Aug-33	Unrated	Secured	-
INE248U07EP2	IIFL EDD 35	61999	Linked to G-sec	54,11,00,000	19-Dec-23	13-Dec-33	Unrated	Secured	-

*first pari passu charge all present and future business receivables of the Company pertaining to capital Market business of the Company including current assets (excluding cash and bank balance and non-capital market assets).

(iv) Details of Unsecured NCDs as of December 31, 2023:

ISIN	Debenture Series	Tenor/Period of Maturity (Days)	Coupon	Total	Issue Date	Repayment Date	Credit Rating	Secured* / Unsecured	Rating Agency
INE248U08010	IIFLWF-10%-FEB2027 Perpetual	3652	10.00%	1,00,00,00,000	22-Feb-17	22-Feb-27	Unrated	Unsecured	-
INE248U08028	10% IIFL WEALTH FINANCE LIMITED PERP DEBT MAR27	3652	10.00%	50,00,00,000	02-Mar-17	02-Mar-27	Unrated	Unsecured	-

INE248U0814 3	IIFLWF-ZERO- COUPON SUBDEBT- SERIES A3-JAN- 2024	2070	NA	1,00,00,000	11-May- 18	10-Jan- 24	AA	Unsecure d	CARE
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(iv-a) List of Top 10 Debenture holders (Subscribers) as on December 31, 2023:-

Sr. No.	Name of Debenture Holder	Category	Amount	Holding of Debt Securities as a percentage of total Debt Securities outstanding of the issuer
1	Micro Labs Limited	Company	1,86,51,00,000	5.53
2	360 ONE WAM Limited	Company	1,54,52,00,000	4.58
3	JK Lakshmi Cement Limited	Company	1,06,50,00,000	3.16
4	Shyam Metalics and Energy Limited	Company	90,00,00,000	2.67
5	Ashish Lodha	Person	74,02,00,000	2.20
6	Manish Khatri	Person	65,81,00,000	1.95
7	Shubham Goldiee Masale Private Limited	Company	52,27,00,000	1.55
8	Dream Duo LLP	Firm	50,00,00,000	1.48
9	Raj Kanaksen Bhansali	Person	48,66,00,000	1.44
10	360 ONE Portfolio Managers Limited	Company	34,75,00,000	1.03
	Total		8,63,04,00,000	25.60

(v) Details of Commercial Paper Outstanding as on December 31, 2023:

Sr No.	ISIN No:	Maturity Date	Total Amount
1	INE248U14MO4	31-Jan-24	1,50,00,00,000
2	INE248U14MP1	30-Jan-24	6,00,00,000
3	INE248U14MY3	27-Feb-24	20,00,00,000
4	INE248U14NJ2	22-Apr-24	27,00,00,000
5	INE248U14NU9	16-Jan-24	1,00,00,00,000
6	INE248U14NX3	11-Mar-24	1,00,00,00,000
7	INE248U14NY1	13-Mar-24	50,00,00,000
8	INE248U14OC5	05-Apr-24	15,00,00,000
9	INE248U14OD3	15-Jan-24	1,50,00,00,000
10	INE248U14OE1	17-Jan-24	5,00,00,000
11	INE248U14OF8	19-Jan-24	11,00,00,000
12	INE248U14OG6	18-Oct-24	11,00,00,000
13	INE248U14OH4	21-Oct-24	28,00,00,000
14	INE248U14OI2	02-Feb-24	1,00,00,00,000

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15	INE248U14OJ0	05-Feb-24	1,00,00,00,000
16	INE248U14OK8	08-Feb-24	1,00,00,00,000
17	INE248U14OL6	03-Jun-24	25,00,00,000
18	INE248U14OM4	08-Mar-24	1,00,00,00,000
19	INE248U14ON2	11-Jun-24	5,00,00,000
20	INE248U14OO0	21-Mar-24	9,00,00,000
21	INE248U14OP7	22-Mar-24	1,00,00,00,000
	Grand Total		12,12,00,00,000

- (vi) **Details of the rest of the borrowing (if any including hybrid debt like FCCB, Optionally Convertible Debenture / Preference share):- NIL**
- (vii) **Details of any outstanding borrowings taken/ debt securities issued for consideration other than cash. This information shall be disclosed whether such borrowing/ debt securities have been taken/ issued: NIL**
- A. Details of all default/s and/or delay in payments of interest and principal of any kind of term loans, debt securities and other financial indebtedness including corporate guarantee issued by the Company, in the past 3 years: **NIL**
- B. Any material event/ development or change having implications on the financials/credit quality (e.g. any material regulatory proceedings against the Issuer/promoters, litigations resulting in material liabilities, corporate restructuring event etc) at the time of issue which may affect the issue or the investor's decision to invest / continue to invest in the non-convertible securities. - **NIL**
- C. Any litigation or legal action pending or taken by a Government Department or a statutory body during the last three years immediately preceding the year of the issue of prospectus against the promoter of the Company: **Nil**

The Company confirms that currently it does not have any outstanding borrowing taken or currently it has not issued debt securities for consideration other than cash, whether in whole or in part; at a premium or discount; or in pursuance of an option.

(i) Disclosure on Assets Liability Management as on March 31, 2023:

i. Lending Policy:

360 ONE Prime Limited (Formerly known as IIFL Wealth Prime Limited (IIFLWP)) is a 100% subsidiary of 360 ONE WAM LIMITED (Formerly known as IIFL Wealth Management Limited), a leading financial services company catering to the high net worth customer segment.

IIFLWP offers securities-based lending solutions to customers in the same market segment. The company's products cover a range of capital markets related financing – primarily Loans against Securities, properties & unsecured loans. The company has built a robust lending book, governed by strong credit risk management standards.

The company has Board-approved policies in place to cover all the lending products it offers. The policy framework of the company covers various dimensions of risk management, including but not limited to credit eligibility norms, exposure limits, detailed parameters of credit appraisal norms to be followed, margin setting based on underlying security pledge, etc. Loans against Securities being the main offering of the company, it adheres to the most comprehensive credit policy covering details of each asset-class and

instrument and margin requirements against each. In addition, all the company's credit policies have defined approval matrix structure based on the loan amount. As the loan amount increases, approval comes under the purview of committee approval, where all such approval committees have minimum 1 Board member. Credit policies also cover CRAR monitoring, ALCO review and other structural aspects pertaining to the overall loan book. At all times, the company also ensures compliance with RBI norms pertaining to concentration of borrowers and group of borrowers.

ii. Classification of loans/advances given to according to:

a. Types of loans

Sr. No.	Types of Loans	Amount (Rs. In crores)
1	Secured	4,522.87
2	Unsecured	313.86
	Total Assets Under Management (AUM)*	4,836.73

b. Denomination of loans outstanding by LTV*

Sr. No.	LTV	Percentage of AUM
1	Upto Rs. 2 Lakh	-
2	Rs. 2-5 lakh	-
3	Rs. 5-10 lakh	-
4	Rs. 10-25 lakh	0.09
5	Rs. 25-50 lakh	0.33
6	Rs. 50- 1 Crore	0.54
7	Rs. 1- 5 Crore	5.42
8	Rs. 5-25 Crore	19.83
9	Rs. 25-100 Crore	47.88
10	>Rs. 100 Crore	25.91
	TOTAL	100.00

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

** Ticket size at the time of origination

c. Sectoral Exposure

Sr. No.	Segment-wise break-up of AUM	Percentage of AUM
1	Retail	
a	Mortgage (home loans and loan against property)	6.21%
b	Gold loan	-
c	vehicle finance	-
d	MFI	-
e	M&SME	-
f	Capital Market funding (loan against shares, margin funding)	88.82%
g	Others	-
2	Wholesale	
a	Infrastructure	-
b	Real estate (including builder loan)	-
c	Promoter Funding	-
d	Any other sector (as applicable)	-

e	Other	4.44%
	TOTAL	100%

d. Denomination of loans outstanding by ticket size*

Sr. No.	Ticket Size **	Percentage of AUM
1	Upto Rs. 2 Lakh	-
2	Rs. 2-5 lakh	-
3	Rs. 5-10 lakh	-
4	Rs. 10-25 lakh	0.13
5	Rs. 25-50 lakh	0.37
6	Rs. 50- 1 Crore	0.80
7	Rs. 1- 5 Crore	8.12
8	Rs. 5-25 Crore	26.61
9	Rs. 25-100 Crore	43.90
10	>Rs. 100 Crore	20.07
	TOTAL	100.00

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

e. Geographical classification of borrowers

Sr. No.	Top 5 State	Percentage of AUM
1	MAHARASHTRA	31.48%
2	DELHI	29.63%
3	KARNATAKA	11.73%
4	WEST BENGAL	8.87%
5	TELANGANA	7.35%
	TOTAL	89.06%

f. Details of loan overdue classified as non-Performing in accordance with the RBI Guidelines

Movement of gross NPA*	Amt (Rs. In crore)
Opening gross NPA	Nil
Additions during the year	Nil
reduction during the year	Nil
Closing Balance of gross NPA	Nil

*Please indicate the gross NPA recognition policy (DPD)

Movement of provisions for NPA	Amt (Rs. In crore)
Opening balance	Nil
provisions made during the year	Nil
write-off/write-back of excess	Nil
Closing Balance	Nil

g. Segment-wise gross NPA

Sr. No.	Segment-wise gross NPA	Gross NPA (%)
1	Retail	
a	Mortgage (home loans and loan against property)	Nil

b	Gold loan	Nil
c	vehicle finance	Nil
d	MFI	Nil
e	M&SME	Nil
f	Capital Market funding (loan against shares, margin funding)	Nil
g	Others	Nil
2	Wholesale	
a	Infrastructure	Nil
b	Real estate (including builder loan)	Nil
c	Promoter Funding	Nil
d	Any other sector (as applicable)	Nil
e	Other	Nil
	TOTAL	Nil

h. Residual maturity profiles of assets and liabilities (in line with RBI format)

Particulars	Upto 30/31 days	Over 1 month upto 2 months	Over 2 months upto 3 months	Over 3 months & upto 6 months	Over 6 months & upto 1 year	Over 1 year & upto 3 year	Over 3 year & upto 5 year	Over 5 years	Total
Deposits	-	-	-	-	-	-	-	-	-
Advances	113.11	33.64	63.60	95.95	1,800.54	2,041.11	778.84	-	4,926.79
Investments	357.95	534.96	200.00	561.34	142.97	382.58	-	243.08	2,422.88
Borrowings	539.20	178.42	294.74	1,067.73	1,964.29	1,954.84	157.01	6.10	6,162.33
Foreign currency assets	-	-	-	-	-	-	-	-	-
Foreign currency liabilities	-	-	-	-	-	-	-	-	-

- D. Details of all default/s and/or delay in payments of interest and principal of any kind of term loans, debt securities and other financial indebtedness including corporate guarantee issued by the Company, in the past 5 years: **NIL**
- E. Details of any outstanding borrowings taken/ debt securities issued where taken / issued (i) for consideration other than cash, whether in whole or part, (ii) at a premium or discount, or (iii) in pursuance of an option: **NIL**.

The Company confirms that currently it does not have any outstanding borrowing taken or currently it has not issued debt securities for consideration other than cash, whether in whole or in part; at a premium or discount; or in pursuance of an option.

X. Details of the Promoter:

360 ONE WAM Limited (formerly known as IIFL Wealth Management Limited) (“**360 ONE WAM**”) was incorporated as a public limited company in Mumbai on January 17, 2008 in the name of IIFL Wealth Management Limited and upon approval of Registrar of Companies, Maharashtra at Mumbai the name of the company was changed to 360 ONE WAM Limited vide fresh certificate of registration dated January 5, 2023 by Registrar of Companies Maharashtra at Mumbai, Maharashtra. The registered office of 360 ONE WAM is at 360 ONE Centre, Kamala City, Senapati Bapat Marg, Lower Parel, Delisle Road, Mumbai – 400 013, Maharashtra, India and is among the largest private wealth management firms in India (*Source: CareEdge Report*). Our Promoter is listed on BSE and NSE with market capitalization exceeding ₹ 23,363.22 crores (as at December 26, 2023).

360 ONE WAM Limited is one of the leading wealth and asset management company (*Source: CareEdge Report*). It is a holding company with subsidiaries engaged in wealth and asset management services including financial asset distribution, broking, lending, credit and investment solutions and asset and portfolio management. The 360 ONE Group mainly acts as a wealth manager and provides financial products distribution, transaction advisory, asset management, portfolio management, lending, credit and investment, trustee services by mobilising funds and assets of various classes of investors including high net worth individuals and ultra-high net worth individuals. The consolidated AUM (assets under management includes annual recurring revenue assets, transactional or broking revenue assets and custody AUM) of 360 ONE WAM Limited was ₹ 4,12,549.19 crore as of September 30, 2023.

Our Promoter is a well-established franchisee in the wealth management business having strong track record over the years. 360 ONE WAM caters to premium wealth clients, and offers a full suite of services, including distribution, advisory, asset management, broking, and lending. Currently, wealth management business is targeting Ultra HNI segment and going forward, the management aims at increasing its reach to HNIs i.e. the mid-market segment. Our Promoter's branches and touchpoints span 23 locations across India and five international offices across six geographies with employee strength of more than 1000 employees as on March 31, 2023. Our Promoter is backed by marquee institutional investors like Bain Capital Asia Investments X Limited, Smallcap World Fund Inc, Capital Income Builder, ICICI Prudential Mutual Fund and more.

Our Promoter enjoys robust backing from institutional shareholders and has demonstrated a consistent ability to secure capital as needed. As of September 2023, our Promoter’s net worth stood at ₹ 3,264.90 crore. The capitalization has been fortified through periodic equity injections, including ₹750.00 crore in Fiscal 2019 from General Atlantic, Steadview Capital, HDFC Life and others.

Our Promoter has sustained growth and momentum within its wealth and asset management business, consequently contributing to enhanced profitability. In the Fiscal 2023, our Promoter reported a profit after tax of ₹ 657.89 crore, and a total income of ₹ 2,063.78 crore. The cost-to-income ratio for our Promoter decreased from 51.07% in Fiscal 2022 to 45.80 % in Fiscal 2023.

Details of Promoter Holding in the Company as on December 31, 2023: -

Name of Promoter	Total Number of Equity Shares	Number of shares in demat form	Total shareholding as % of total no of equity shares	Number of Shares Pledged	% of Shares pledged with respect to shares owned
360 ONE WAM LIMITED (Formerly known as IIFL Wealth Management Limited) {including 6 Equity Shares held by nominees on behalf of 360 ONE WAM	305,493,803	305,493,803	100	NIL	NIL

LIMITED(Formerly known as IIFL Wealth Management Limited))					
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VIII. **Material contract/agreements**

The following contracts (not being contracts entered into in the ordinary course of business carried on by our Company) or documents pertaining to the Issue which are or may be deemed material have been entered or to be entered into by our Company. These contracts or documents which are or may be deemed material have been attached with the listing application and available for inspection at the registered office of our Company.

Material Contracts:

1. Agreement with Link Intime India Private Limited appointing it as registrar and transfer agent (RTA).
2. Agreement with Beacon Trusteeship Limited appointing it as debenture trustee.
3. Debenture Trust Deed to be executed with Beacon Trusteeship Limited.

Other Documents:

1. Memorandum and Articles of Association of the Issuer.
2. Audited Annual Reports of the Company for the last three years.
3. Certificate of incorporation dated August 31, 1994.
4. Fresh certificate of incorporation dated April 18, 2023 issued by the Registrar of Companies pursuant to change of name of the Company from IIFL Wealth Prime Ltd to 360 ONE Prime Ltd.
5. Resolution under section 180(1)(c) of the Companies Act, 2013 regarding borrowing powers upto Rs.16,000 Crore, resolution under section 180(1)(a) of the Companies Act, 2013 for creation of charge passed at the Extra-Ordinary General Meeting of the shareholders of the Company held on February 28, 2020. The same has been attached as **Annexure E**.
6. Resolution under Section 42 of the Companies Act, 2013 for offer and issue of Secured Non-Convertible Debentures on private placement basis passed at the Extra Ordinary General Meeting of the shareholders of the Company held on January 30, 2023. The same has been attached as **Annexure F**.
7. Resolution passed by the Resources Raising Committee at its meeting held on February 27, 2024 to approve the offer and issue of Secured Redeemable Non-Convertible Debentures on private placement basis. The same has been attached as **Annexure G**.
8. Rating letter dated February 23, 2024 along with rating rationale from ICRA Limited attached as **Annexure D**
9. Consent letter dated February 21, 2024 of Beacon Trusteeship Limited to act as Trustee to the Issue. The same has been attached as **Annexure C**
10. Due Diligence certificate is attached as **Annexure I**
11. An undertaking that the Issuer will, till the redemption of the Debentures, submit the details of the latest audited/ limited review half yearly consolidated (wherever available) and standalone financial information (profit and loss statement, balance sheet and cash flow statement) and auditor qualifications, if any, to the Debenture Trustee within the timelines as mentioned in the simplified listing agreement, issued by SEBI vide circular dated May 11, 2009 as amended from time to time, for furnishing/ publishing it half yearly/ annual result.

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

To the best of the knowledge and belief of the Company, save and except mentioned hereunder, there has been no material event / development or change having implications on the business of the Issuer at the time of Issue which may affect the Issue or investor's decision to invest or continue to invest in the Issue.

360 ONE WAM LIMITED (Formerly known as IIFL Wealth Management Limited) (holding company of the Issuer Company) (“IIFLW”); has received approval from the National Company Law Tribunal (“NCLT”) vide NCLT order dated March 7, 2019 approving the composite scheme of arrangement (the “Scheme”) and the board of directors of IIFLW has approved the implementation of the Scheme effecting the demerger and vesting of the wealth business undertaking from IIFL Holdings Limited into IIFLW with effect from May 13, 2019.

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

N.A.

X. Other details of the Issue:

I. Undertaking to use a common form of transfer

The Debentures will be issued in dematerialized form only and there would be no physical holding. The normal procedure followed for transfer of securities held in dematerialized form shall be followed for transfer of these debentures held in electronic form. The seller should give delivery instructions containing details of the buyer’s DP account to his depository participant. The Issuer undertakes that there will be a common transfer form / procedure for transfer of debentures.

II. A summary of term sheet including brief information pertaining to the Issue is attached as Annexure A.

III. Issue Procedure

Listing

The Debentures of the Company are proposed to be listed on the Wholesale Debt Market (WDM) segment of the BSE. The Company shall comply with the requirements of the listing agreement to the extent applicable to it on a continuous basis.

Issue Schedule

Particulars	Date
Issue Opening date	As per the term sheet (Annexure A)
Issue closing Date	
Pay in Date	
Deemed date of Allotment	

Minimum Subscription

As the current issue of Debentures is being made on a private placement basis, the requirement of minimum subscription shall not be applicable and therefore the Company shall not be liable to refund the issue subscription(s)/ proceed(s) in the event of the total issue collection falling short of issue size or certain percentage of issue size.

Date of Allotment

All benefits relating to the Debentures will be available to the investors from the Date of Allotment. The actual allotment of Debentures may take place on a date other than the Deemed Date of Allotment. The Debentures shall be allotted in accordance with the requirements of section 42 of the Companies Act, 2013.

Underwriting

The present Issue of Debentures on private placement basis has not been underwritten and no arrangement has been made for the same.

Interest on Application Money

Our Company shall pay interest on application money on the amount allotted, subject to deduction of income tax under the provisions of the Income Tax Act, 1961, as amended, as applicable, to any Applicant to whom NCDs are allotted pursuant to the Issue from the date of realization of the cheque(s)/demand draft(s) whichever is later up to one day prior to the Deemed Date of Allotment, at the rate of at applicable coupon rate per annum. However, no interest is to be paid on application amount until of expiry of 60 days.

Tax Deduction at Source

Tax as applicable under the provisions of Income Tax Act, 1961, or any other applicable statutory modification or re-enactments thereof will be deducted at source at the time of payment of interest or principal amount.

Transfer of Debentures

Debentures shall be transferred subject to and in accordance with the rules/ procedures as prescribed by the NSDL/ CDSL/ Depository Participant of the transferor/ transferee and any other applicable laws and rules notified in respect thereof. The normal procedure followed for transfer of securities held in dematerialized form shall be followed for transfer of these Debentures held in electronic form. The seller should give delivery instructions containing details of the buyer's DP account to his depository participant.

Transfer of Debentures to and from NRIs/ OCBs, in case they seek to hold the Debentures and are eligible to do so, will be governed by the then prevailing guidelines of RBI. The transferee(s) and transferor should take the requisite approvals, including from RBI, as applicable and should ensure that the transfer formalities are completed prior to the Record Date. In the absence of the same, interest will be paid/ redemption will be made to the person, whose name appears in the records of the Depository. In such cases, claims, if any, by the transferee(s) would need to be settled with the transferor(s) and not with the company.

Who can apply

The following categories of investors, when specifically approached, are eligible to apply for this private placement of Debentures by submitting all the relevant documents along with the application form.

1. Companies and Bodies Corporate (incorporated in India) / Companies / Financial institutions / NBFCs / Statutory Corporations including Public Sector Undertakings
2. Commercial Banks
3. Resident Individuals (including Partnership Firms, and HUF)
4. Regional Rural Banks
5. Insurance Companies
6. Mutual Funds/ Alternative Investment Fund (AIF)
7. SEBI registered foreign institutional investors;
8. Any other investors authorized to invest in these Debentures;

in each case, solely in India.

Applications are not to be made by (i) Overseas Corporate Bodies, and (ii) Non-Resident Indians.

All investors are required to comply with the relevant regulations/guidelines applicable to them for investing in this issue of Debentures and shall ensure that they are permitted to invest in the Debentures in terms of their constitutional documents.

Although above investors are eligible to apply, only those investors, who are individually addressed through direct communication by the Company are eligible to apply for the Debentures. No other person may apply. Hosting of Disclosure Document on the website of the BSE should not be construed as an offer to public and the same has been hosted only as it is stipulated by SEBI. Investors should check about their eligibility before making any investment.

Application by Mutual Funds

No mutual fund scheme shall invest more than:

- a. 10% of its NAV in debt and money market securities rated AAA; or
- b. 8% of its NAV in debt and money market securities rated AA; or
- c. 6% of its NAV in debt and money market securities rated A and below issued by a single issuer.

The above investment limits may be extended by up to 2% of the NAV of the scheme with prior approval of the Board of Trustees and Board of Directors of the AMC, subject to compliance with the overall 12% limit specified in clause 1 of Seventh Schedule of MF Regulation.

A separate application can be made in respect of each scheme of an Indian mutual fund registered with SEBI and such applications shall not be treated as multiple applications. Applications made by the AMCs or custodians of a Mutual Fund shall clearly indicate the name of the concerned scheme for which application is being made. In case of Applications made by Mutual Fund registered with SEBI, a certified copy of their SEBI registration certificate must be submitted with the Application Form. The applications must be also accompanied by certified true copies of (i) SEBI Registration Certificate and trust deed (ii) resolution authorising investment and containing operating instructions and (iii) specimen signatures of authorized signatories. Failing this, our Company reserves the right to accept or reject any Applications for Allotment of the Debentures in physical form in whole or in part, in either case, without assigning any reason therefor

Applications under Power of Attorney

A certified true copy of the Memorandum of Association &/ Power of Attorney or the relevant authority as the case may be along with the names and specimen signature(s) of all the authorized signatories and the tax exemption certificate/ document, if any, must be lodged along with the submission of the completed Application Form. Further modifications/ additions in the power of attorney or authority should be notified to the Company or to its Registrars 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.

Application by a Portfolio Manager registered with SEBI

The application should be accompanied by certified true copies of (i) resolution of the Board of Directors, authorizing investment and containing operating instructions, and with all particulars relating to the investment in these Debentures, and the acceptance of the terms of these Debentures along with the authorized signatory list; and (ii) certified copy of registration certificate issued by the SEBI to undertake Portfolio Management activities

Documents to be provided by investors

Investors need to submit the following documentation, along with the application form, as applicable.

- Memorandum and Articles of Association / Documents governing its constitution
- Resolution authorizing investment
- Certified True Copy of the Power of Attorney
- Form 15 AA for investors seeking exemption from Tax Deduction at Source from interest on the application money.

- Specimen signatures of the authorized signatories duly certified by an appropriate authority.
- A copy of the Permanent Account Number and registration certificate.
- SEBI registration certificate (for Mutual Funds and FII).

Permanent Account Number

All Applicants should mention their Permanent Account Number allotted under Income Tax Act, 1961 and the Income Tax Circle / Ward / District. A copy of the PAN card should be annexed to the application form.

Each of the Applicants is required to mention his PAN allotted under the Income Tax Act in the Application Form. The PAN would be the sole identification number for participants transacting in the securities markets, irrespective of the amount of the transaction. Any Application Form without the PAN is liable to be rejected. It is to be specifically noted that Applicants should not submit the GIR Number instead of the PAN as the Application is liable to be rejected on this ground.

Nomination Facility

As per Section 72 of the Companies Act, 2013, only individuals applying as sole applicant/Joint Applicant can nominate, in the prescribed manner, a person to whom his Debentures shall vest in the event of his death. Non-individuals including holders of Power of Attorney cannot nominate.

Disputes and Governing law

The Debentures shall be governed in accordance with the Indian Law. The competent courts at Mumbai alone shall have jurisdiction in connection with any matter arising out of or under these precincts.

Over and above the aforesaid Terms and Conditions, the said Debentures shall be subject to the Terms and Conditions to be incorporated in the Debentures to be issued to the allottees and the Debenture Trust Deed/Trustee Agreement.

Trading of Debentures

The trading of privately placed Debentures would be permitted in standard denomination of Rs. 10 lakhs in the anonymous, order driven system of the Stock Exchange in a separate trading segment. All class of investors would be permitted to trade subject to the standard denomination/marketable lot and further subject to regulatory requirements. The trades executed on spot basis shall be required to be reported to the Stock Exchange.

Mode of Payment

As set out in Term Sheet.

Authority for the Placement

The present issue of Debentures is being made pursuant to the resolution of the Shareholders of the Company, passed at its meeting held on February 28, 2020, and the resolution passed by the Finance Committee of the Board of Directors of the Company at its meeting held on March 21, 2022. The current issue of Debentures is within the overall borrowings limits set out in resolution passed under section 180(1)(c) of the Companies Act, 2013, at the Extra Ordinary General Meeting of the Company held on February 28, 2020. The Company can issue the Debentures proposed by it in view of the present approvals and no further approvals in general from any government authority are required.

Terms of Payment

The full Face Value of the Debentures applied for is to be paid along with the Application Form. Investor(s) need to

send in the Application Form and the Cheque(s)/ demand draft(s) or RTGS or NEFT for the full Face Value of the Debentures applied for

Market Lot

The market lot will be 1 Debenture (“Market Lot”). Since the Debentures are being issued only in dematerialized form, the odd lots will not arise either at the time of issuance or at the time of transfer of debentures.

Payment on Redemption

In case of the Debentures held in demat form, no action is required on the part of the debenture holder(s) at the time of redemption of the Debentures and on the Redemption Date, the redemption proceeds would be paid to those debenture holder(s) whose name(s) appear on the list of beneficial owners given by the Depositories to the Company. The name(s) would be as per the Depositories' records on the record date fixed for the purpose of redemption. All such Debentures will be simultaneously redeemed through appropriate debit corporate action.

The redemption proceeds shall be directly credited through Electronic Clearing Service (ECS), RTGS or National Electronic Funds Transfer (NEFT) and where such facilities are not available the Company shall make payment of all such amounts by way of cheque/ demand draft. The cheque/demand draft for redemption proceeds, will be dispatched by courier or hand delivery or registered post at the address provided in the Application / at the address as notified by the debenture holder(s) or at the address with Depositories' record. Once the redemption proceeds have been credited to the account of the debenture holder(s) or the cheque/demand draft for redemption proceeds is dispatched to the debenture holder(s) at the addresses provided or available from the Depositories record, the Company's liability to redeem the Debentures on the date of redemption shall stand extinguished and the Company will not be liable to pay any interest, income or compensation of any kind from the date of redemption of the Debenture(s).

Right to Reissue Debenture(s)

Where the Company has redeemed or repurchased any Debenture(s), the Company shall have and shall be deemed always to have had the right to keep such Debentures alive without extinguishment for the purpose of resale or reissue and in exercising such right, the Company shall have and be deemed always to have had the power to resell or reissue such Debentures either by reselling or reissuing the same Debentures or by issuing other Debentures in their place. This includes the right to reissue original Debentures.

Transfer/Transmission of Debentures

The Debentures shall be transferred or transmitted freely in accordance with the applicable provisions of the Companies Act, 2013 as amended. The provisions relating to transfer and transmission and other related matters in respect of our shares contained in the Articles, the Companies Act, 2013 as amended shall apply, mutatis mutandis, to the extent applicable to Debentures, as well.

The Debentures held in dematerialised form shall be transferred subject to and in accordance with the rules/procedures as prescribed by NSDL/CDSL and the relevant DP of the transferor or transferee and any other applicable laws and rules notified in respect thereof. The transferee(s) should ensure that the transfer formalities are completed prior to the record date. In the absence of the same, interest will be paid/redemption will be made to the person, whose name appears in the register of debenture holders maintained by the Depositories/Company, as the case may be. In such cases, claims, if any, by the transferees would need to be settled with the transferor(s) and not with us or Registrar.

List of Beneficial Owners

The Company shall request the Depository to provide a list of Beneficial Owners as on the Record Date. This list

shall be considered for payment of interest or repayment of principal amount, as the case may be.

Debenture Redemption Reserve

As per the circular of the Ministry of Corporate Affairs No. 04/2013 dated February 11, 2013 and the Companies Act, 2013 and the rules notified thereunder, Debenture Redemption Reserve is not required to be created for issue of privately placed debentures by Non-Banking Finance Companies registered with Reserve Bank of India under Section 45 IA of the RBI (Amendment) Act 1997.

Notices

The notices to the Debenture holder(s) required to be given by the Company or the Trustees shall be deemed to have been given if sent by registered post to the sole/first allottee or sole/first registered holder of the Debentures, as the case may be to the address registered with the Company. All notices to be given by the Debenture holder(s) shall be sent by registered post or by hand delivery to Registrars or to such persons at such address as may be notified by the Company from time to time.

All transfer related documents, tax exemption certificates, intimation for loss of Letter of Allotment/Debenture(s), etc., requests for issue of duplicate debentures etc. and/or any other notices / correspondence by the Debenture holder(s) to the Company with regard to the issue should be sent by Registered Post or by hand delivery to the Registrar, or to such persons at such persons at such address as may be notified by the Company from time to time.

Sharing of Information

The Company may, at its option, use on its own, as well as exchange, share or part with any financial or other information about the Debenture holders 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 or its subsidiaries and affiliates nor their agents shall be liable for use of the aforesaid information.

Registrar

Link Intime India Private Limited is acting as Registrar and Transfer agents for the Company for the Issue.

Trustees for the Debenture holders

The Company has appointed Beacon Trusteeship Limited to act as Trustees for the Debenture holders (hereinafter referred to as “Trustees”). A copy of letter from Beacon Trusteeship Limited conveying their consent to act as Trustees for the Debenture holders is annexed to this Disclosure Document.

1. The Company and the Trustees will enter into a Trustee Agreement, inter alia, specifying the powers, authorities and obligations of the Company and the Trustees in respect of the Debentures.
2. The Debenture holder(s) shall, by signing the Application Form and without any further act or deed, be deemed to have irrevocably given their consent to the Trustees or any of their agents or authorized officials to do inter-alia all acts, deeds and things necessary in respect of enforcement of rights of Debenture holders.
3. All the rights and remedies of the Debenture holder(s) shall vest in and shall be exercised by the said Trustees without having it referred to the Debenture holder(s).
4. No Debenture holder shall be entitled to proceed directly against the Company unless the Trustees, having become so bound to proceed, fail to do so.
5. Any payment made by the Company to the Trustees on behalf of the Debenture holders shall discharge the Company *pro tanto* to the Debenture holder(s).
6. The Debenture Trustee shall ensure disclosure of all material events to the Debenture holders on an ongoing basis.

7. The Trustees will protect the interest of the Debenture holder(s) in the event of 'Default' by the Company in regard to timely payment of interest and repayment of principal and they will take necessary action at the cost of the Company.
8. The Debenture Trustee shall carry out its duties and shall perform its functions under the SEBI (Issue and Listing of Debt Security) Regulations, the SEBI (Debenture Trustee) Regulations, the trust deed and this Disclosure Document, with due care, diligence and loyalty.
9. Resignation/retirement of the Debenture Trustee shall be as per terms of the trust deed entered into between the Issuer and the Debenture Trustee. A notice in writing to the Debenture holders shall be provided for the same
10. The events of default are set out under the Debenture Trust Deed.

Right to Accept or Reject Applications

The Board of Directors/ Committee of Directors of the Company reserves its full, unqualified and absolute right to accept or reject any application, in part or in full, without assigning any reason thereof. The rejected applicants will be intimated along with the refund warrant, if applicable, to be sent. Interest on Application Money will be paid from the Pay-in Date till one day prior to the Refund Date. The Application Forms that are not complete in all respects are liable to be rejected and would not be paid any interest on the application money. Application would be liable to be rejected on one or more technical grounds, including but not restricted to:

- a. Number of Debentures applied for is less than the Minimum Application Size;
- b. Bank account details not given;
- c. Details for issue of Debentures in electronic/ dematerialized form not given;
- d. PAN not given;
- e. In case of applications under Power of Attorney by limited companies, corporate bodies, etc. relevant documents not submitted;
- f. In the event, if any Debenture(s) applied for is/ are not allotted in full, the excess application monies of such Debentures will be refunded, as may be permitted.

How to Apply

This Disclosure Document is neither a prospectus and does not constitute an offer to the public generally to subscribe for or otherwise acquire the Debentures issued by the Company. The document is for the exclusive use of the investor(s) to whom it is delivered, and it should not be circulated or distributed to third parties. The document would be specifically addressed to the investor(s) by the Issuer.

Only specifically addressed investors may apply for Debentures by completing the Application Form in the prescribed format in BLOCK LETTERS in English as per the instructions contained therein. The applications not completed in the said manner are liable to be rejected. Application Form duly completed in all respects and should be submitted as instructed. The name of the applicant's bank, type of account and account number must be filled in the Application Form. This is required for the applicant's own safety and these details will be printed on the refund orders and interest/ redemption warrants.

Applications may be made in single or joint names (not exceeding three). In the case of joint applications, all payments will be made out in favour of the first applicant. All communications will be addressed to the first named applicant whose name appears in the Application Form at the address mentioned therein.

Unless the Company specifically agrees in writing with or without such terms or conditions it deems fit, a separate single cheque/ demand draft must accompany each Application Form. Application money shall not be accepted in cash. Applicants are requested to write their names and application serial number on the reverse of the

instruments by which the payments are made. All applicants are requested to tick the relevant column “Category of Investor” in the Application Form.

Debenture holder not a Shareholder

The Debenture holders will not be entitled to any of the rights and privileges available to the Shareholders.

Rights of Debenture holders

- The Debentures shall not, except as provided in the Companies Act, 2013 confer upon the holders thereof any rights or privileges available to the members of the Company including the right to receive Notices or Annual Reports of, or to attend and/or vote, at the General Meeting of the Company. However, if any resolution affecting the rights attached to the Debentures is to be placed before the shareholders, the said resolution will first be placed before the concerned registered Debenture holders for their consideration. In terms of Section 136 (1) of the Companies Act, 2013, trustee of holders of Debentures shall be entitled to a copy of the Balance Sheet on a specific request made to the Company.
- The rights, privileges and conditions attached to the Debentures may be varied, modified and/or abrogated with the consent in writing of the holders of at least three-fourths of the outstanding amount of the Debentures or with the sanction of Special Resolution passed at a meeting of the concerned Debenture holders, provided that nothing in such consent or resolution shall be operative against the Company, where such consent or resolution modifies or varies the terms and conditions governing the Debentures, if the same are not acceptable to the Company.
- The Debentures comprising the private placement shall rank *pari passu inter se* without any preference to or priority of one over the other or others over them and shall also be subject to the terms and conditions to be incorporated in the agreements to be entered into by the Issuer with the Trustee and the letters of allotment/debenture certificates that will be issued.
- The registered Debenture holder or in case of joint-holders, the one whose name stands first in the Register of Debenture holders shall be entitled to vote in respect of such Debentures, either in person or by proxy, at any meeting of the concerned Debenture holders and every such holder shall be entitled to one vote on a show of hands and on a poll, his/her voting rights shall be in proportion to the outstanding nominal value of Debentures held by him/her on every resolution placed before such meeting of the Debenture holders.
- The Debentures are subject to the provisions of the Companies Act, 2013, the Memorandum and Articles of the Company, the terms of this Disclosure Document and the Application Form. Over and above such terms and conditions, the Debentures shall also be subject to other terms and conditions as may be incorporated in the Trustee Agreement/ Letters of Allotment/ Debenture Certificates, guidelines, notifications and regulations relating to the issue of capital and listing of securities issued from time to time by the Government of India and/or other authorities and other documents that may be executed in respect of the Debentures.
- Save as otherwise provided in this Disclosure Document, the provisions contained in Annexure C and/ or Annexure D to the Companies (Central Government's) General Rules and Forms, 1956 as prevailing and to the extent applicable, will apply to any meeting of the Debenture holders, in relation to matters not otherwise provided for in terms of the Issue of the Debentures.
- A register of Debenture holders will be maintained in accordance with Section 88 of the Companies Act, 2013 and all interest and principal sums becoming due and payable in respect of the Debentures will be paid to the registered holder thereof for the time being or in the case of joint-holders, to the person whose name stands first in the Register of Debenture holders.
- The Debenture holders will be entitled to their Debentures free from equities and/or cross claims by the Company against the original or any intermediate holders thereof.

Trustee for the Issue

Beacon Trusteeship Limited

7A-B, Siddhivinayak Chambers, Gandhi Nagar, Opp MIG Cricket Club, Bandra (E), Mumbai (MH)- 400 051

Telephone: +91 22 26558759

E-mail: compliance@beacontrustee.co.in

Website: www.beacontrustee.co.in

Effect of Holidays

Should any of the dates defined above or elsewhere in this Schedule other than the Deemed Date of Allotment, fall on a Saturday, Sunday or a public holiday, the next Business Day shall be considered as the effective date(s).

- If any coupon/ interest payment date falls on a Sunday or a holiday, the interest payment shall be made on the next working day. If the maturity date of debt securities falls on a Sunday or a holiday, the redemption proceeds shall be paid on the previous working day.
- If the interest payment date falls on a holiday, the payment may be made on the following working day however the dates of the future coupon payments would be as per the originally stipulated at the time of issuing the security. In other words, the subsequent coupon schedule would not be disturbed merely because the payment date in respect of one particular coupon payment has been postponed earlier because of it having fallen on a holiday.

This is illustrated with the help of the following example:

Date of Issue of Corporate bonds: July 01, 2016

Date of Maturity: June 30, 2018

Date of coupon payments: January 01, 2017 , July 01, 2017, January 01, 2018 and June 30, 2018

Coupon payable : semi-annually

In this case, January 01, 2017 is a Sunday, thus the coupon would be payable on January 02, 2017 i.e. the next working day. However, the calculation for payment of interest will be only till December 31, 2016, which would have been the case if January 01, 2017 were not holiday. Also, the next dates of payment would remain July 01, 2017 and January 01, 2018 despite the fact that one of the interest payment was made on January 02, 2017.

- In the case of leap year, which shall be as follows: In case of a leap year, if February 29 falls during the tenor of a security, then the number of days shall be reckoned as 366 days (Actual/Actual day count convention) for a whole one year period, irrespective of whether the interest is payable annually, half yearly, quarterly or monthly etc. It is thus emphasized that for a half yearly interest payment, 366 days would be reckoned twice as the denominator; for quarterly interest, four times and for monthly interest payment, twelve times.

This is illustrated with the help of the following example:

Date of issue of corporate bonds: January 01, 2016

Coupon payable: semi-annually

Date of coupon payments: July 01 and January 01

In the above example, in case of the leap year (i.e, 2016), 366 days would be reckoned as the denominator (Actual/Actual), for payment of interest, in both the half year periods i.e. Jan 01, 2016 to Jul 01, 2016 and Jul 01, 2016 to Jan 01, 2017.

Further, interest/redemption payments shall be made only on the days when the money market is functioning in Mumbai.

Put / Call Option

Put/ Call Option will be as set out in the attached Term Sheet.

Deemed Date of Allotment

The Deemed Date of Allotment will be as set out in the attached Term Sheet.

Debentures in dematerialized mode

The Debentures will be credited in dematerialized form within the statutory time period from the Deemed Date of Allotment.

The Debentures, since issued in electronic (dematerialized) form, will be governed as per the provisions of The Depository Act, 1996, Securities and Exchange Board of India (Depositories and Participants) Regulations, 1996, rules notified by National Securities Depository Limited (NSDL) and/ or Central Depository Services (India) Limited (CDSL) from time to time and other applicable laws and rules notified in respect thereof.

Record Date

Record Date for the Issue will be for the Debentures will be 15 (fifteen) days prior to the interest payment date/ redemption date on which the determination of the persons entitled to receive coupon/ redemption amount in respect of the Debentures (i.e. the persons whose names are registered in the register of Debenture holders in the NSDL/ CDSL record) shall be made. In case Record Date falls on Sunday / Holiday, the prior Business Day to the said Sunday / Holiday shall be the Record Date.

Interest and/or principal repayment shall be made to the person whose name appears as sole / first in the register of Debenture holders/ beneficiaries on the Record Date. In the event of the Company not receiving any notice of transfer at least 10 days prior to the Maturity Date the transferees for the Debentures shall not have any claim against the Company in respect of interest so paid to the registered Debenture holders.

Recall / Redemption of Debenture

The Company may at its option, at any time and from time-to-time re-call / redeem the Debentures in accordance with the applicable laws, before the maturity date at the price available in the Debt Market.

The Company shall at its discretion and without being obliged to do so, may arrange for the buyback (“Premature Exit”) of such number of Debentures as it may deem fit.

A premature exit will be in compliance with the Regulation 15 and other applicable regulations of the SEBI (Issue and Listing of Non-Convertible Securities) Regulation, 2021 and at the option of Debenture holder, by giving notice of not less than 21 calendar days to the debenture holder and shall specify the date upon which the debentures shall be redeemed.

Premature exit of any debentures will not be considered before 12months from the deemed date of Allotment.

Future Borrowings

The Company shall be entitled to make further issue of Debentures and/or raise term loans from time to time from Any person/banks/financial institution/ body corporates/ any other agency after prior intimation to the trustee. The Company may create mortgage or charge on any of the mortgage properties with the prior written approval of the trustee provided the minimum assets cover is always maintained during the tenor of the Debentures.

Consents

Consents in writing of the Debenture Trustees to the Issue to act in their respective capacities, have been obtained

and such consents have not been withdrawn up to the time of filing this Disclosure Document with the BSE. Such consents have been attached to this Disclosure Document.

Fees charged by Debenture Trustee

The Debenture Trustee has agreed for one time acceptance fees of Rs.3,00,000/- (Rupees Three Lakhs only) and annuity fees of Rs.2,00,000 /- (Rupees Two Lakh Only) as disclosed in their offer letter with reference number 45475/CL/MUM/23-24/DEB/427 dated January 19, 2024.

The discount at which such offer is made and the effective price for the investor as a result of such discount.

The issue may be made at a discount.

Servicing behavior and payment of due interest on due dates on term loans

As on the date of this Disclosure Document, there has been no default in payment of principal or interest on any existing term loan or debt security issued by the Issuer.

Security

Security shall be created with the execution of the Debenture Trust Deed and / or Deed of Hypothecation between the Issuer and the Debenture Trustee, i.e., Beacon Trusteeship Limited, registered with the concerned Registrar, and in the manner specified in the Term Sheet annexed as 'Annexure A' to this Information Memorandum in favour of the Debenture Trustee to cover issuances in one or more tranches aggregating upto INR 400 Crore.

The securities shall be considered as secured only if the charged asset is registered with Sub-registrar and Registrar of Companies or CERSAI or Depository etc., as applicable, or is independently verifiable by the debenture trustee.

The names of the debenture trustee(s) shall be mentioned with a statement to the effect that debenture trustee(s) has given its consent to the issuer for its appointment under regulation 4 (4) and also in all the subsequent periodical communications sent to the holders of debt securities

The Company has appointed Beacon Trusteeship Limited as the Trustee for the Issue. All the rights and remedies of the Debenture holders shall vest in and shall be exercised by the Debenture Trustee without referring to the Debenture holders. All investors are deemed to have irrevocably given their authority and consent to Beacon Trusteeship Limited to act as their Debenture Trustee and for doing such acts and signing such documents to carry out their duty in such capacity. Any payment by the Company to the Debenture Trustee on behalf of the Debenture holders shall discharge the Company *pro tanto* to the Debenture holders. The Debenture Trustee shall carry out its duties and shall perform its functions under the SEBI Debt Regulations and this Disclosure Documents, with due care, diligence and loyalty. Resignation/retirement of the Debenture Trustee shall be as per terms of the trust deed being entered into between the Company and the Debenture Trustee. A notice in writing to the Debenture holders shall be provided for the same. The Debenture Trustee shall ensure disclosure of all material events on an ongoing basis. The Debenture Trustee shall duly intimate the Debenture holders on occurrence of any of the following events:

- a) Default by the Company to pay interest on the Debentures or redemption amount; and
- b) Revision of credit rating assigned to the Debentures.

Such information shall also be placed on the websites of the Debentures Trustee, the Company and the Stock Exchange.

Debenture trustee has accorded its consent to act as debenture trustee for the Issue. A copy of such consent has been annexed to this document.

The rating letter and rating rationale(s) by the rating agencies:

“[ICRA]AA” (pronounced as ICRA Double A) rating with a Stable outlook, " rating has been assigned by ICRA Limited for 1500 Crore of Non-Convertible debentures programme of our company. Instruments with “[ICRA]AA” rating are considered to have high degree of safety regarding timely servicing of financial obligations. Such instruments carry very low credit risk.

Other than the credit rating mentioned hereinabove, Issuer has not sought any other credit rating from any other credit rating agency (ies) for the debentures offered for subscription under the terms of this Disclosure Document. The rating provided by ICRA Limited may be suspended, withdrawn or revised at any time by such rating agency and should be evaluated independently of any other rating. These ratings are not a recommendation to buy, sell or hold securities and investors should take their own decisions.

The rating letter and rating rationale has been attached as **Annexure D** to this Disclosure Document.

Names of all the recognized stock exchanges where securities are proposed to be listed clearly indicating the designated stock exchange and also whether in principle approval from the recognized stock exchange has been obtained.

The Debentures are proposed to be listed on the BSE Limited and the Company will obtain in principle approval from BSE for the Issue of Rs. 600 Crore.

Scenario Analysis for Principal Protected Secured Redeemable Non-Convertible Market Linked Debentures

Please see the Term Sheet. The scenario analysis set out below is an illustrative representation of the returns on the Debentures in the following scenario.

The following table shows the value of **the Debenture at maturity** under different market conditions

Initial Level	Final Level	Underlying Performance	Coupon	Annualized Pre-Tax Return
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This scenario analysis is provided for illustrative purposes only and does not represent actual termination or unwind prices, nor does it present all possible outcomes or describe all factors that may affect the value of your investment.

On occurrence of the following shall constitute even of Default as per the Debenture Trust Deed executed by the Company with Beacon Trusteeship Limited:

1. Default is committed in payment of the principal amount of the Debentures on the Due Date(s);
2. Two consecutive defaults in the payment of any interest which ought to have been paid in accordance with the terms of the issue;
3. Default is committed in the performance or observance of any covenant, condition or provision contained in these presents and/or the Financial Covenants and Conditions (other than the obligation to pay principal and interest) and, except where the Debenture holders/Beneficial Owners/ Debenture Trustee certify that such default is in its opinion incapable of remedy (in which case no notice shall be required), such default continues un-remedied for thirty days after written notice has been given thereof by the Trustee to the Company requiring the same to be remedied;
4. Any information given by the Company to the Beneficial Owner(s)/Debenture holder(s) or the Trustee and the warranties given or deemed to have been given by it to the Beneficial Owner(s)/Debenture holder(s) or the Trustee is misleading or incorrect in any material respect;

5. If there is reasonable apprehension that the Company is unable to pay its debts or proceedings for taking it into liquidation, whether voluntarily or compulsorily, may be or have been commenced or any resolution for voluntary winding-up is passed or any petition for winding-up is admitted by a competent Court;
6. the Company has impaired its ability to pay its debts as and when the same are due or it is certified by an accountant appointed by the Trustee that the Company's liabilities exceed its assets;
7. The Company enters into a scheme of restructuring of its capital without prior intimation to the Trustee;
8. An encumbrance, receiver or liquidator takes possession of the Mortgaged Properties or any part thereof, or has been appointed or allowed to be appointed of all or any part of the undertaking of the Company and such appointment is, in the opinion of the Trustee, prejudicial to the security hereby created;
9. If an attachment or distraint has been levied on the Mortgaged Properties or any part thereof or certificate proceedings have been taken or commenced for recovery of any dues from the Company;
10. If any extra-ordinary circumstances have occurred which make it prejudicial for the Company to fulfill its obligations under these presents and/or the Debentures;
11. The Company ceases or an event occurs which results in the Company being impaired to carry on its business or gives notice of its intention to do so;
12. If the Company is unable to pay its debts and has made an application for voluntary winding up under the Companies Act, 2013 or if the Company is carrying on business at a loss and it appears to the Trustee that continuation of its business will endanger and impair the ability of the Company to the security hereby created;
13. If in the opinion of the Trustee, the security of the Beneficial Owner(s)/Debenture holder(s) is in jeopardy;
14. When an order has been made by the Tribunal or a special resolution has been passed by the members of the Company for winding up of the company;
15. When any breach of the terms of the Disclosure Document inviting the subscriptions of debentures or of the covenants of this deed is committed;
16. Except for the charges created by the Company as set forth in the grant clause or to be created as by these presents; if the Company creates any mortgage, charge, lien or other encumbrance over or assigns or transfers or attempts to assign or transfer any of the Mortgaged Properties, without the prior consent in writing of the Trustee;
17. If the Company enters into amalgamation, reorganisation or reconstruction without prior intimation to the Trustee;
18. If the Company inform trustee if there is any alteration to its Memorandum and Articles of Association, which affects the interest of the Beneficial Owner(s)/Debenture holder(s)

Affirmative Covenants:-

The Company hereby covenants with the Trustee that the Company will at all times during the continuance of this security (except as may otherwise be previously agreed in writing by the Trustee):-

- (a) That the Company shall keep the debenture trustee informed of all orders, directions, notices, of court/tribunal affecting or likely to affect the charged assets.
- (b) That the Company shall execute all such deeds, documents and assurances and do all such acts and things as the Trustee may reasonably require for exercising the rights, powers and authorities hereby conferred on the Trustee or for effectuating and completing the security hereby created and shall, from time to time and at all times after the security hereby constituted shall become enforceable, execute and do all such deeds, documents, assurances, acts and things as the Trustee may require for facilitating realisation of the Hypothecated Assets.
- (c) Carry out and conduct its business with due diligence and efficiency and in accordance with sound technical, managerial and financial standards and business practices with qualified and experienced management and personnel; (Due Diligence Certificate attached herein as Annexure I)
- (d) At the end of each calendar quarter, furnish to the Trustee a report of the compliance of the Company with respect to the timely and accurate payment of the interest on the Debentures.
- (e) The Company shall obtain, at the end of each financial year after the date of issue of the Debentures, an annual credit rating in respect of the Debentures and submit the same to the Trustee.
- (g) The Company shall forward the details of Debenture holders to the Trustee at the time of allotment and thereafter by the seventh working day of every next month
- (h) Insure and keep insured up to the replacement value thereof or on such other basis as approved by the Trustee the Hypothecated Assets against such risk as may be specified by the Trustee and shall duly pay all premia and other sums payable for the purpose;
- (i) Keep proper books of account as required by the Act and therein make true and proper entries of all dealings and transactions of and in relation to the Hypothecated Assets and the business of the Company and keep the said books of account and all other books, registers and other documents relating to the affairs of the Company at its Registered Office or, where permitted by law, at other place or places where the books of account and documents of a similar nature may be kept and the Company will ensure that all entries in the same relating to the Hypothecated Assets and the business of the Company shall at all reasonable times be open for inspection of the Trustee and such person or persons as the Trustee shall, from time to time, in writing for that purpose, appoint;
- (j) Give to the Trustee or to such person or persons as aforesaid such information as they or any of them shall require as to all matters relating to the business, property and affairs of the Company and at the time of the issue thereof to the shareholders of the Company furnish to the Trustee three copies of every report, balance sheet, profit and loss account, circulars or notices issued to the shareholders and the Trustee shall be entitled, if it thinks fit in the event of default, to nominate a firm of Chartered Accountant

to examine the books of account, documents and property of the Company or any part thereof and to investigate the affairs of the Company and the Company shall allow any such accountant to make such examination and investigation and shall furnish them with all such information as they may require and shall pay all costs, charges and expenses of and incidental to such examination and investigation with prior notice of 7 days being provided by Trustee;

- (m) Forthwith give, notice in writing to the Trustee of commencement of any proceedings directly affecting the Hypothecated Assets;
- (o) Diligently preserve its corporate existence and status and all consents now held or any rights, licences, privileges or concessions hereafter acquired by it in the conduct of its business and that it will comply with each and every term of the said Consents, rights, licences, privileges and concessions and comply with all acts, rules, regulations, orders and directions of any legislative, executive, administrative or judicial body applicable to the Hypothecated Assets as may be reasonable or any part thereof PROVIDED THAT the Company may contest in good faith the validity of any such acts, rules, regulations, orders and directions and pending the determination of such contest may postpone compliance therewith if the rights enforceable under the Debentures or the security for the Debentures is not thereby materially endangered or impaired;
- (p) Pay all stamp duty, taxes, charges and penalties if and when the Company may be required to pay the same according to the laws for the time being in force and in the event of the Company failing to pay such stamp duty, taxes and penalties as aforesaid, the Trustee will be at liberty (but shall not be bound) to pay the same and the Company shall reimburse the same to the Trustee on demand;
- (q) Reimburse all sums paid or expenses incurred by the Trustee or any Receiver, attorney, agent or other person appointed by the Trustee for all or any of the purposes mentioned in these presents immediately on receipt of a notice of demand from them in this behalf and all such sums shall carry interest at the rate of interest payable on the Debentures from the date, when the same shall have been paid and until such reimbursement, all such sums shall be a charge upon the Hypothecated Assets in priority to the charge securing the Debentures;
- (s) Promptly inform the Trustee of the happening of any labour strikes, lockouts, shut-downs, fires or any event likely to have a substantial effect on the Company's profits or business and the reasons therefor;
- (t) Promptly inform the Trustee of any substantial loss or damage, which the Company may suffer due to force majeure circumstances or act of God against which the Company may not have insured its properties;
- (u) Submit to the Trustee its duly audited annual accounts, within six months from the close of its financial year and in case the statutory audit is not likely to be completed during this period, the Company shall get its accounts audited by an independent firm of Chartered Accountants and furnish the same to the Trustee;

- (v) provide valuation certificate from qualified chartered accountant's certificate to establish the value of the security as agreed in the Transaction Documents.
- (w) Submit to the Trustee on a yearly basis a certificate from statutory auditor/ Independent Chartered Accountant giving the valuation of book debts/business receivables.
- (x) Submit on quarterly basis,
 - 1. Certificate from Director / Managing Director certifying the value of book debts / business receivables.
 - 2. Certificate from an Independent Chartered Accountant giving the value of book debts / business receivables.
- (y) Submit a quarterly report to the Trustee containing the following particulars:
 - (i) Updated list of names and address of all Beneficial Owner(s)/ Debenture holder(s);
 - (ii) Details of interest due but unpaid and reasons for the same;
 - (iii) That the number and nature of grievances received from the Beneficial Owner(s)/Debenture holder(s) and resolved/ unresolved by the Company and the reasons for the same;
 - (iv) Statement that the assets of the Company available as security are sufficient to discharge the claims of the Beneficial Owner(s)/ Debenture holder(s) as and when the same become due.

duly signed by the Chief Financial Officer/Treasurer/ Authorised Officer(s) of the Company.

- (aa) Promptly inform the Trustee of any change in its name, any change in the composition of its Board of Directors or change in the conduct of its business;
- (bb) Comply with all the directions/guidelines issued by any regulatory authority with regard to the debenture issue.
- (cc) Submit such information, as may be required by the Debenture Trustee.
- (dd) Cause to be executed among the Trustee and the other lenders an inter-se pari passu agreement, in form and substance acceptable to the Trustee.
- (ee) furnish the following reports/certificates to the Debenture Trustee.
- (ff) The Company while submitting half yearly / annual financial results to Stock exchange, shall disclose the line items along with the financial results as per the Regulation 52(4) of Securities and Exchange Board of India (Listing Obligation and Disclosure Requirements) Regulations, 2015

(II) **Negative Covenants: -**

The Company hereby covenants with the Trustee that during the continuance of this security, without approval of the Trustee, the Company shall not: -

- 1. Permit or cause to be done any act or thing whereby its right to transact business could be terminated or whereby payment of any principal or interest on the Debentures may be hindered or delayed.”

(III) **Nominee Director:** -

The Trustee shall have a right to appoint a nominee on the Board of Directors of the Company (hereinafter referred to as the “**Nominee Director**”) upon happening of either of the conditions viz.

- a) two consecutive defaults in payment of interest to the debenture holders;
- b) default in creation of security for debentures in terms of this Deed and the Information Memorandum; and
- c) default in redemption of debentures. The Nominee Director shall not be liable to retire by rotation nor required to hold any qualification shares. The Company shall appoint the Nominee Director at the earliest not later than one month from receiving a nomination notice from the Trustee.

Names and designations of officials who have been authorized to issue the offer document:

Mr. Niraj Murarka, Chief Investment Officer

Mr. Amit Bhandari, Company Secretary & Compliance Officer

Key Regulations & Policies

The following description is a summary of certain laws applicable in India to the business of our Company. The summary of laws, regulations and policies set forth below is not exhaustive and is only intended to provide general overview.

Our Company is engaged in the business of providing loans against collaterals. We are governed by the laws governing service sector enterprises and commercial establishments. We are a non-deposit taking (which does not accept public deposits), systemically important, NBFC. As such, our business activities are regulated by RBI regulations applicable to systemically important non-public deposit accepting NBFCs (“**NBFC-ND-SI**”).

Taxation statutes such as the Income Tax Act, 1961, the Finance Act, 1994, the Shops and Establishments Act, 1958, labour regulations such as the Employees’ State Insurance Act, 1948 and the Employees’ Provident Fund and Miscellaneous Act, 1952, and other miscellaneous regulations and statutes apply to us as they do to any other Indian company. The statements below are based on the current provisions of Indian law, and the judicial and administrative interpretations thereof, which are subject to change or modification by subsequent legislative, regulatory, administrative or judicial decisions.

Regulations governing NBFCs

As per the RBI Act, a financial institution has been defined as a company which includes a non-banking institution carrying on as its business or part of its business the financing activities, whether by way of making loans or advances or otherwise, of any activity, other than its own and it is engaged in the activities of loans and advances, acquisition of shares / stock / bonds / debentures / securities issued by the Government of India or other local authorities or other marketable securities of like nature, leasing, hire-purchase, insurance business, chit business but does not include any institution whose principal business is that of carrying out any agricultural or industrial activities or the sale / purchase / construction of immovable property.

As per prescribed law any company that carries on the business of a non-banking financial institution as its ‘principal business’ is to be treated as an NBFC. The term ‘principal business’ has not been defined in any statute,

however, RBI has clarified through a press release (Ref. No. 1998-99/ 1269) issued in 1999, that in order to identify a particular company as an NBFC, it will consider both the assets and the income pattern as evidenced from the last audited balance sheet of the company to decide a company's principal business. The company will be treated as an NBFC if its financial assets are more than 50 per cent of its total assets (netted off by intangible assets) and income from financial assets should be more than 50 per cent of the gross income. Both these tests are required to be satisfied in order to determine the principal business of a company.

Every NBFC is required to submit to the RBI a certificate, from its statutory auditor within one month from the date of finalization of the balance sheet and in any case not later than December 30 of that year, stating that it is engaged in the business of non-banking financial institution requiring it to hold a certificate of registration.

NBFCs are primarily governed by the RBI Act, the Non-Banking Financial (Deposit Accepting or Holding) Companies Prudential Norms (Reserve Bank) Directions, 2007 ("**Prudential Norms – D**"), the Non-Banking Financial (Non-Deposit Accepting or Holding) Companies Prudential Norms (Reserve Bank) Directions, 2007 ("**Prudential Norms – ND**"), the provisions of the Non-Banking Financial Companies Prudential Norms (Reserve Bank) Directions, 1998 and the revised regulatory framework for NBFCs issued by RBI vide its circular **RBI/DNBR/2016-17/45** dated September 01, 2016 as amended from time to time. In addition to these regulations, NBFCs are also governed by various circulars, notifications, guidelines and directions issued by the RBI from time to time.

Securities Contract Regulation Act, 1956

The Securities Contract (Regulation) Act, 1956 as amended till date ("SCRA") seeks to prevent undesirable transactions in securities by regulating the business of dealing in securities and other related matters. The SCRA provides for grant of recognition for stock exchanges by the Central Government. Every recognized stock exchange is required to have in place a set of rules relating to its constitution and bye-laws for the regulation and control of contracts. The said act deals with recognition, derecognition, regulation / control on the stock exchanges, empowers the stock exchanges for making its own bye laws, rules and the provisions pertaining to listing of securities, delisting of securities and dealing in securities. The said enactment also provides for appellate mechanism.

The bye-laws inter-alia provide for:

- i. the opening and closing of markets and the regulation of the hours of trade;
- ii. the fixing, altering or postponing of days for settlements;
- iii. the determination and declaration of market rates, including the opening, closing highest and lowest rates for securities;
- iv. the terms, conditions and incidents of contracts, including the prescription of margin requirements, if any, and conditions relating thereto, and the forms of contracts in writing;
- v. the regulation of the entering into, making, performance, recession and termination of contracts, including contracts between members or between a member and his constituent.

Other disclosures in accordance with section 42 of the Companies Act, 2013 and rule 14(1) of Companies (Prospectus and Allotment of Securities) Rules, 2014

1. PARTICULARS OF THE OFFER:

Date of passing of resolution in the general meeting,	February 28, 2020
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authorizing the offer of securities (under section 180(1)(a) and 180(1)(c)	
Date of passing of resolution in the general meeting, authorizing the offer of securities under Section 42 of the Companies Act, 2013	January 30, 2023
Date of passing of resolution by the Resource Raising Committee of the Board of Directors in its meeting, authorizing the offer of securities under the present Issue;	February 27, 2024
Kinds of securities offered (i.e. whether share or debenture) and class of security;	Secured Redeemable Non-Convertible Debentures to be listed on the Exchange.
Price at which the security is being offered including the premium, if any, along with justification of the price;	Please refer Annexure A – Term Sheet
Name and address of the valuer who performed valuation of the security offered;	Please refer Annexure A – Term Sheet
Amount which the company intends to raise by way of securities;	Upto INR 600 Crore in one or more tranches (Issue Size)
Terms of raising of securities: Duration, if applicable, Rate of dividend or rate of interest, mode of payment and repayment;	Please refer Annexure A for a detailed term sheet
Proposed time schedule for which the offer letter is valid;	Please refer Annexure A – Term Sheet
Purposes and objects of the offer;	The Issuer proposes to augment its resources to meet its requirements of funds to carry on its business operations. The proceeds of the issue of Debentures would be utilized for general corporate purposes and onward lending.
Contribution being made by the promoters or directors either as part of the offer or separately in furtherance of such objects;	Nil
Principle terms of assets charged as security, if applicable;	Debentures shall be secured by all present and future business receivables of the company pertaining to Capital Market business including receivables from current assets and investment related to capital market (excluding cash and bank balances and non-capital market assets viz. LAP receivables against debt securities), on pari passu basis. (“ Hypothecated Assets ”)

2. PRE-ISSUE AND POST- ISSUE SHAREHOLDING PATTERN OF THE COMPANY:

S/N.	Category	Pre-Issue		Post- Issue	
		No. of Shares held	% of shareholding	No. of Shares held	% of shareholding
A	Promoters' Holding				
1	Indian:				
	Individual	-	-	-	-
	Bodies Corporate	305493803	100.00%	305493803	100.00%
	Sub-total	305493803	100.00%	305493803	100.00%
2	Foreign Promoters	-	-	-	-
	Sub-total (A)	305493803	100.00%	305493803	100.00%
B	Non-Promoters Holding	-	-	-	-
1	Institutional Investor	-	-	-	-
2	Non- Institutional Investor	-	-	-	-
	Private Corporate Bodies	-	-	-	-
	Directors and Relatives	-	-	-	-
	Indian Public	-	-	-	-
	Others (Including Non-Resident Indians (NRIs)	-	-	-	-
	Sub-total (B)	-	-	-	-
	GRAND TOTAL	305493803	100.00%	305493803	100.00%

Note: 360 ONE WAM LIMITED Formerly known as IIFL Wealth Management Limited) (along with 6 Nominees) holds 305493803 Equity Shares of the Company.

3. MODE OF PAYMENT FOR SUBSCRIPTION

Refer attached Annexure A.

4. DISCLOSURES WITH REGARD TO INTEREST OF DIRECTORS, LITIGATION ETC.

- i. 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.
 - **Directors or promoters or key managerial personnel are not interested in the Issue.**
- ii. Details of any litigation or legal action pending or taken by any Ministry or Department of the Government or a statutory authority against any promoter of the offeree company during the last three years immediately preceding the year of the circulation of the offer letter and any direction issued by such Ministry or Department or statutory authority upon conclusion of such litigation or legal action shall be disclosed.
 - **As on the date of this Disclosure document no such litigation or legal action is pending or taken by any Ministry or Department of the Government or a statutory authority against the promoter of the offeree company.**
- iii. Remuneration of directors (during the last three financial years).
 - **The Remuneration paid to Directors of the Company is provided in Related Party Transaction in the**

Annexure H.

iv. Related party transactions entered during the last three financial years immediately preceding the year of circulation of offer letter including with regard to loans made or, guarantees given or securities provided.

- ***Please refer Annexure H for details.***

v. Summary of reservations or qualifications or adverse remarks of auditors in the last five financial years immediately preceding the year of circulation of offer letter and of their impact on the financial statements and financial position of the company and the corrective steps taken and proposed to be taken by the company for each of the said reservations or qualifications or adverse remark.

- ***There are no reservations or qualifications or adverse remarks by the auditors in the last five financial years immediately preceding the year of circulation of the disclosure document.***

vi. Details of any inquiry, inspections or investigations initiated or conducted under the Companies Act, 2013 or any previous company law in the last three years immediately preceding the year of issue of private placement offer cum application letter in the case of company and all of its subsidiaries, and if there were any prosecutions filed (whether pending or not), fines imposed, compounding of offences in the last three years immediately preceding the year of the private placement offer cum application letter and if so, section-wise details thereof for the company and all of its subsidiaries;

- ***No inquiry, inspections or investigations was initiated or conducted under the Companies Act, 2013 or any previous company law in the last three years immediately preceding the year of issue of private placement offer cum application letter in the case of company and all of its subsidiaries.***

vii. Details of acts of material frauds committed against the company in the last three years, if any, and if so, the action taken by the company.

There are no acts of material frauds committed against the Company in the last three years.

5. DISCLOSURES PERTAINING TO WILLFUL DEFAULTER

The Company, its promoters or directors are not declared as willful defaulters. Hence this clause is not applicable.

PART -B

(To be filled by the Applicant)

The PART - B of this Disclosure Document consist of Debenture Application Form containing the details of applicants such as Name, Fathers Name, Complete Address, Phone Number, E-mail Id, PAN and Bank Account Details which will be signed by the applicant.

The Debenture Application Form is annexed as **Annexure J**.

For **360 ONE Prime Limited**



Amit Bhandari
Company Secretary & Compliance Officer
Date: February 27, 2024

DECLARATION

It is hereby declared that this Disclosure Document contains disclosures in accordance with (i) Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 as amended from time to time; (ii) the Companies Act, 2013 and rules made thereunder; (iii) other regulatory requirements.

The Directors of the Issuer declare that:

- (i) the Issuer has complied with the provisions of the Companies Act, Securities Contract (Regulation) Act, 1956 and Securities and Exchange Board of India Act, 1992 and the rules made thereunder;
- (ii) the compliance with the Companies Act, 2013, Securities Contract (Regulation) Act, 1956 and Securities and Exchange Board of India Act, 1992 and the rules does not imply that payment of dividend or interest or repayment of debentures, if applicable, is guaranteed by the Central Government;
- (iii) the monies received under the offer shall be used only for the purposes and objects indicated in the Offer letter/disclosure document.

I am authorized by the Resource Raising Committee of the Company through their meeting dated February 27, 2024 to sign this form and declare that all the requirements of the Companies Act, 2013 and the rules made thereunder in respect of the subject matter of this form and matters incidental thereto have been complied with. Whatever is stated in this form and in the attachments thereto is true, correct and complete and no information material to the subject matter of 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.

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

For **360 ONE Prime Limited**



Amit Bhandari
Company Secretary & Compliance Officer
February 27, 2024

Annexure A - Term Sheet

Security Name	360 ONE PRIME 18M NCD 04 SEP 2025
ISIN	<i>To be decided</i>
Issuer/ Company	360 One Prime Limited (Formerly known as IIFL Wealth Prime Limited)
Type of Instrument	Secured, Rated, Listed, Redeemable, Non-Convertible Debentures (“NCDs” or “Debentures”)
Nature of Instrument	Secured
Seniority	Senior
Mode of Issue	Private placement
Eligible Investors	<p>The following categories of investors, when specifically approached, are eligible to apply for this private placement of Debentures</p> <ul style="list-style-type: none"> • Individuals • Hindu Undivided Family • Trust • Limited Liability Partnerships • Partnership Firm(s) • Portfolio Managers registered with SEBI • Association of Persons • Companies and Bodies Corporate including Public Sector Undertakings • Commercial Banks • Regional Rural Banks • Financial Institutions • Insurance Companies • Mutual Funds • Foreign Institutional Investors • Other foreign entities allowed by SEBI and RBI • Any other investor eligible to invest in these Debentures
Listing (including name of stock Exchange(s) where it will be listed and timeline for listing)	<p>The Debentures are proposed to be listed on the WDM segment of the BSE. Company will endeavor to list the securities within 3 working days from the deemed date of allotment or closure of the Issue.</p> <p>In case of delay in listing of NCDs beyond the timeline specified above, the Company will pay penal interest, of 1% p.a. over and above the coupon rate for the period of delay to the investor (i.e. from date of allotment to the date of listing) and the Company would be permitted to utilize the issue proceeds of its subsequent two privately placed issuances of securities only after receiving final listing approval from stock exchange.</p>
Rating of the Instrument	“ICRA AA (Stable)” (pronounced ‘Double A’ with “Stable” outlook) by ICRA Limited.
Issue Size	<i>Rs.600 crs in one or more tranches</i>
Option to retain over-subscription	N.A
Minimum Application Size	100 Debentures and in multiples of 1 debenture thereafter
Purpose & Objects of the Issue	The proceeds of the present issue would be utilized for (a) making loan and other loan disbursements to the borrowers of the Company; (b) for re-financing and repayment of borrowing; (c) for interest expenses (d) for other working

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	<p>capital requirements of the Company (e) for general corporate purpose of the Company and (f) for meeting issue related expense.</p> <p>No part of the proceeds shall be utilized directly/indirectly towards the purposes which are restricted by the concerned regulator and/ or the Government of India from time to time.</p> <p>Pending full utilization of issue proceeds, the Issuer shall be entitled to invest the issue proceeds in money market instruments, mutual funds and deposits with banks.</p>
Details of the utilization of the Proceeds	Same as Purpose & Objects of the Issue
Tenor	18 (Eighteen) months
Coupon Rate	9.20% (Nine Decimal Twenty Percent) per annum
Coupon Payment Frequency	Annual
Coupon Payment Dates	04/03/2025& 04/09/25
Coupon Type	Fixed
Coupon Step-Up/ Step-Down	<p>(a) In the event of rating downgrade of the Debentures by any rating agency, the Coupon will be stepped up by 0.25% (Zero Decimal Point Two Five Percent) for every notch of rating downgrade, over and above the prevailing Coupon Rate immediately prior to such rating downgrade.</p> <p>Provided that, for the purposes of such step up, in the event there are multiple ratings for the Debentures, the lowest of all available ratings of the Debentures shall be considered.</p> <p>(b) If subsequent to such rating downgrade, there is a rating upgrade by the same rating agency which has downgraded the credit rating; the Coupon will be stepped down by 0.25% (Zero Decimal Point Two Five Percent) for every notch of rating upgrade till the time such credit rating is restored to the initial credit rating at the time of issue.</p> <p>(c) Such enhanced / decreased Coupon Rate (as the case may be) shall be applicable from the date of issue of the rating downgrade / upgrade, as the case may be, by any rating agency, till the Maturity Date.</p>
Day Count Basis	The Coupon shall be computed on Actual / Actual basis, i.e. Actual / 365 (Three Hundred Sixty Five) days (or 366 (Three Hundred Sixty Six) days in the case of a leap year).

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Interest on Application Money	Not applicable												
Penal Interest Rate	In case of failure by the Company in the performance of its material obligations such as failure to make the payment, inadequacy of the security cover, breach in financial covenants (subject to cure period) under the Transaction Documents, the Company shall be liable to pay Penal Interest which shall be calculated at the rate of 2% (Two Percent) per annum on the outstanding principal amount of the Debentures over and above the Coupon Rate from the end of the cure period till the period it is rectified												
Redemption Date	04/09/25												
Redemption Amount	Rs. 100,000/- (Rupees One Lakh only) per Debenture plus coupon, default interest and all amounts payable under the Debentures.												
Redemption Premium	N.A.												
Issue Price	Rs.1,00,000/- per Debenture												
Justification of issue price	Issuance of Debentures is proposed to be made at par value												
Discount at which security is issued and the effective yield as a result of such discount.	N.A.												
Put Option Dates	N.A.												
Put Option Price	N.A.												
Call Option Date	N.A.												
Call Option Price	N.A.												
Put Notification Time	N.A.												
Call Notification Time	N.A.												
Face Value	Rs. 1,00,000/- (One lakh) per Debenture												
Minimum Application and in multiples of Debt securities thereafter	100 (Hundred) Debentures and in multiple of 1 (one) Debenture thereafter												
Issue Timing	<p>a) Issue Opening Date – 01/03/24</p> <p>b) Issue Closing Date – 01/03/24</p> <p>c) Pay-in Date – 04/03/24</p> <p>d) Deemed Date of Allotment- 04/03/24</p> <p>e) Maturity Date- 04/09/25</p>												
Issuance mode of the Instrument	Dematerialised form only												
Trading mode of the Instrument	Dematerialised form only												
Settlement mode of the Instrument	<p>The pay-in of subscription monies for the Debentures shall be made by way of transfer of funds from the bank account(s) of the Eligible Investors (whose bids have been accepted) as registered with the Electronic Book Provider into the account of the ICCL, as specified in this regard below:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Name of Bank</td> <td>ICICI BANK</td> </tr> <tr> <td>IFSC Code</td> <td>ICIC0000106</td> </tr> <tr> <td>Account number</td> <td>ICCLEB</td> </tr> <tr> <td>Name of beneficiary</td> <td>INDIAN CLEARING CORPORATION LTD</td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Name of Bank</td> <td>YES Bank</td> </tr> <tr> <td>IFSC Code</td> <td>YESB0CMSNOC</td> </tr> </table>	Name of Bank	ICICI BANK	IFSC Code	ICIC0000106	Account number	ICCLEB	Name of beneficiary	INDIAN CLEARING CORPORATION LTD	Name of Bank	YES Bank	IFSC Code	YESB0CMSNOC
Name of Bank	ICICI BANK												
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Account number	ICCLEB												
Name of beneficiary	INDIAN CLEARING CORPORATION LTD												
Name of Bank	YES Bank												
IFSC Code	YESB0CMSNOC												

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	<table border="1"> <tr> <td>Name of Bank</td> <td>HDFC Bank</td> </tr> <tr> <td>IFSC Code</td> <td>HDFC0000060</td> </tr> <tr> <td>Account number</td> <td>ICCLEB</td> </tr> <tr> <td>Name of beneficiary</td> <td>INDIAN CLEARING CORPORATION LTD</td> </tr> </table>	Name of Bank	HDFC Bank	IFSC Code	HDFC0000060	Account number	ICCLEB	Name of beneficiary	INDIAN CLEARING CORPORATION LTD
Name of Bank	HDFC Bank								
IFSC Code	HDFC0000060								
Account number	ICCLEB								
Name of beneficiary	INDIAN CLEARING CORPORATION LTD								
	<p>Upon the Depositories confirming the allotment of the Debentures and the credit of the Debentures into the demat account of the Successful Bidders to EBP, the subscription monies in respect of the Debentures from the aforesaid account of ICCL shall be released into the Issuer’s bank account, the details of which are as set out below:</p> <table border="1"> <tr> <td>Name of Bank</td> <td>HDFC Bank</td> </tr> <tr> <td>IFSC Code</td> <td>HDFC0000060</td> </tr> <tr> <td>Account number</td> <td>00600340080963</td> </tr> <tr> <td>Name of beneficiary</td> <td>360 ONE PRIME LIMITED (Formerly Known as IIFL WEALTH PRIME LIMITED)</td> </tr> </table> <p>Cheques, Demand Drafts, interest/ redemption warrants, pay order, direct credit, ECS, NEFT, RTGS, other online payment mechanism as are permitted by the Reserve Bank of India</p>	Name of Bank	HDFC Bank	IFSC Code	HDFC0000060	Account number	00600340080963	Name of beneficiary	360 ONE PRIME LIMITED (Formerly Known as IIFL WEALTH PRIME LIMITED)
Name of Bank	HDFC Bank								
IFSC Code	HDFC0000060								
Account number	00600340080963								
Name of beneficiary	360 ONE PRIME LIMITED (Formerly Known as IIFL WEALTH PRIME LIMITED)								
Depository	NSDL and/or CDSL, as the case may be								
Debenture Trustee	Beacon Trusteeship Limited								
Registrar & Transfer Agent	Link Intime India Private Limited								
Business Day & Business Day Convention	<p>“Business Day” means any day of the week (excluding any day on which banks are closed for general business in Mumbai, India) shall be a Business Day.</p> <p>If any due date falls on a day which is not a Business Day, the payment to be made on such due date shall be made on the immediately succeeding Business Day, except if such due date is for the payment of principal, in which case the payment to be made on such due date (including accrued Coupon) shall be made on the immediately preceding Business Day.</p> <p>If any of the Coupon Payment Date(s), other than the ones falling on the redemption date, falls on a day that is not a Business Day, the payment shall be made by the Company on the immediately succeeding Business Day.</p> <p>However, the future Coupon Payment Date(s) would be as per the schedule originally stipulated at the time of issuing the Debentures i.e. the subsequent Coupon Payment Date(s) would not be changed merely because the payment date in respect of one particular Coupon payment has been postponed earlier because of it having fallen on a non-Business Day.</p> <p>Further, in respect of the time period between the bid/ issue closing date and the listing of the non-convertible securities on the stock exchanges, business day shall mean all trading days of the stock exchanges for non-convertible</p>								

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	<p>securities, excluding Saturdays, Sundays and bank holidays, as specified by SEBI.</p> <p>In respect of announcement or bid/issue period, working day shall mean all days, excluding Saturdays, Sundays and public holidays, on which commercial banks in Mumbai are open for business.</p>
Record Date	<p>Means 15 (Fifteen) calendar days prior to any date on which any payment is to be made by the Company/ the Debenture Trustee to the Debenture Holders</p>
Security and Security Cover	<ol style="list-style-type: none"> 1. The Debentures and all the Secured Obligations shall be secured by all present and future business receivables of the company pertaining to Capital Market business including receivables from current assets and investment related to capital market (excluding cash and bank balances and non-capital market assets viz. LAP receivables against debt securities), on pari passu basis. 2. The Company shall ensure that the requisite security cover of 1 time of Principal and interest outstanding to the Secured Obligations shall be maintained throughout the Tenor of the Debentures and this Deed. 3. In case the Security Cover falls below the stipulated levels, the Company shall restore the Security Cover to the stipulated level within 15 (fifteen) days from the end of the month where such shortfall has occurred. 4. The Company shall create the security set out in this clause prior to listing application of the Debentures. Further, the charge created by Issuer shall be registered with Sub-registrar, Registrar of Companies, CERSAI, Depository etc., as applicable, within 30 days of creation of such charge. In case the charge is not registered anywhere or is not independently verifiable, then the same shall be considered a breach of covenants/ terms of the issue by the Issuer. 5. In the event that the Company fails to create and perfect a valid security on the terms set out in this Deed and other Transaction Documents within relevant time period set out, the Company shall be required to either (i) refund the entire subscription amount, or (ii) pay an interest of at least 2% per annum over and above the coupon rate as may be specified in the term sheet on the amounts outstanding on the Debenture, until the security is created and perfected in the manner and on the terms set out in this Deed and other Transaction Document. The Company also agrees to promptly disseminate and disclose information pertaining to failure to create security, on the assets, on its website.
Accelerated Redemption Event	<p>Upon occurrence of the following events, the Majority Debenture Holders (75%) will have the right to recall the Outstanding Amount on the NCDs:</p> <ol style="list-style-type: none"> (i) In the event, Capital Adequacy Ratio of falls below 17%. “Capital Adequacy Ratio” means the ratio of capital adequacy to be maintained accordance with the guidelines issued by The Reserve Bank of India from time to time.

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	<p>(ii) Net NPA (Net Stage 3) shall not exceed 3.00% (three per cent) of the total loan assets of the company.</p> <p>(iii) In the event Credit rating of the Debentures is suspended or downgraded to A- (pronounced A minus) or below or the Issuer is assigned a long-term rating of A- (pronounced A minus) or below by any rating agency. For the purposes of this clause, in the event there are multiple ratings for the Debentures, the lowest of all available ratings of the Debentures shall be considered.</p> <p>(iv) Net Leverage at 360 ONE Prime to be capped at 5X</p> <p>(v) Consolidated Net leverage for 360 ONE WAM to be capped at 4X</p> <p>(vi) Net Leverage = Net Debt/Net Worth</p> <p style="padding-left: 40px;">Net Debt = (Gross Debt – Un-encumbered/Non Lien Liquid Investments and Cash – TREPS/CROMS Borrowings)</p> <p style="padding-left: 40px;">Liquid Investments will not include G-Sec against the TREPS/CROMS borrowings.</p> <p>(vii) In the event of a default to any other lender by the issuer or its subsidiary or an associate company.</p> <p>(viii) In the event "360 ONE Prime" is removed as part of the name of the Company/ Issuer at any time during the tenure of Debentures.</p> <p>(ix) In the event Mr. Karan Bhagat ceases to be MD of 360 ONE WAM</p> <p>(x) 360 ONE WAM reduces stake in the issuer below 51%</p> <p>(xi) Issuer or 360 ONE WAM has negative profit after tax in any quarter</p> <p>(xii) The Company will make the payment within 30 (thirty) days without prepayment penalty, or otherwise specified, from the date of exercise of acceleration option by the Majority Debenture Holders (75%).</p> <p>For the purpose of this clause:Net Stage 3 would have the same meaning as defined by the Reserve Bank of India from time to time</p> <p>The Financial Covenants herein shall be tested on a quarterly basis based on the financials of the Company. The Company shall submit a certificate to the Debenture Trustee confirming the compliance with the Financial Covenants within 30 days from the date of request or within 90 days from the end of each financial quarter whichever is later. Covenant compliance certificate will be submitted by the Company to the Debenture Trustee on a quarterly basis.</p>
<p>Negative Covenants</p>	<p>The company shall not take any action in relation to the following items/ events, without the prior written approval of Debenture Trustee</p> <ol style="list-style-type: none"> 1. Change in articles of incorporation or organizational documents in any material way which would pre-judicially affect the interest of the debenture holders. 2. Undertake any Material Acquisition or event of material Business Restructuring of the Issuer and / or Sponsor Group (including but not limited to any scheme of merger, demerger, amalgamation, slump sale of assets, arrangement with Creditors or Lenders, compromise or reconstruction). However, in case of any mergers / acquisitions at Sponsor

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	<p>is contemplated, which is not acceptable to the NCD Holders, then investors shall have a Put Option on the Debentures</p> <ol style="list-style-type: none"> 3. Change in management control of the company 4. Declare dividends upon the occurrence of an Event of Default or when an Event of Default is subsisting 5. Sell/ transfer material assets of the Project or take any other action which may materially impact the ability of the Company to pay Redemption Amount and Amounts Due under the Transaction Documents; 6. Change in Capital Structure: <ol style="list-style-type: none"> a) Permit or undertake any change in capital structure that would lead to a reduction in the paid-up capital or authorized capital of the Company. b) Purchase or redeem any of its issued shares or reduce its share capital without the prior written consent of the Debenture Trustee (acting on the instructions of the Debenture Holders). <p>The Trustee shall give its prior written approval/dissent on instruction from Majority Debenture Holders within 15 (fifteen) Business Days after having received a request to give its approval provided such request is accompanied by the relevant information substantiating the request for the Debenture Holders to make a conscious discussion.</p>
<p>Transaction Documents</p>	<p>The following shall constitute Transaction Documents:</p> <ol style="list-style-type: none"> 1. Disclosure Document/ Information Memorandum, 2. Debenture Trustee Agreement 3. Debenture Trust Deed, 4. Any security creation document including deed of hypothecation, indenture of mortgage and forms for filing of charge, as applicable 5. Any other document that the Debenture Trustee or Regulator or Courts of Law may deem to be a transaction document.
<p>Conditions Precedent to Disbursement</p>	<p>The Issuer will provide documents in form and substance satisfactory to the Trustee, including but not limited to:</p> <ol style="list-style-type: none"> 1. Certified copy of the Memorandum and Articles of Association of the Issuer; 2. Shareholders resolution passed by Company for setting the borrowing limits and for authorizing the board to issue debentures and create security over its assets; 3. Board resolution passed by Company for inter alia issuing the debentures, creation of security, setting-up borrowing limits, allotment of debentures, admission of debt securities with depositories etc.; 4. Board Resolution for appointing Debenture Trustee as Debenture / Bond Trustee and also approving the various drafts of documents and authorizing the company directors/Executives/officials to execute relevant documents towards creation of security (including equitable mortgage) etc. against the borrowings thru' issues; 5. Signed Disclosure Document/ Information Memorandum with PAS4 disclosures; 6. Application Form 7. Credit rating letter from ICRA assigning rating of AA (pronounced double A) for the Issue of the Debentures;

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	<ol style="list-style-type: none"> 8. Consent letter from the Debenture Trustee for being appointed as the Debenture Trustee to the Debenture issue; 9. Copy of letter(s) appointing Debenture Trustee to the issue; 10. Consent letter from the Registrar and Transfer Agent for being appointed as the Registrar and Transfer Agent to the debenture issue; 11. Copy of letter(s) appointing Registrar and Transfer Agents to the issue; 12. Agreement between the Debenture Trustee and Issuer 13. NoC from other lenders, if applicable 14. Copy of the in-principle approval granted by BSE for listing of the Debentures; and 15. Intimation by the Debenture Trustee that they are in receipt of all the condition precedent documents.
<p>Conditions Subsequent to Disbursement</p>	<p>As customary for transaction of a similar nature and size;</p> <ol style="list-style-type: none"> 1. the Company shall ensure that the Debentures are credited into the demat accounts of the respective Debenture Holders within 2 trading days from the closure of the Issue (excluding the date of closure of Issue); 2. the Company shall, inter alia, file a return of allotment of securities under Form PAS-3 of the Companies (Prospectus and Allotment of Securities) Rules, 2014 with the ROC within 15 (fifteen) days of the allotment of Debentures along with a list of the Debenture Holders and with the prescribed fee; 3. the Company shall file Form CHG 9 with the ROC and Debenture Trustee shall file Form I with CERSAI within 30 (Thirty) days of Deemed Date of Allotment 4. the Company shall obtain listing of the Debentures within 3 trading days from the closure of the Issue (excluding the date of closure of Issue) 5. Execution of security and security documents prior to the listing of Debentures 6. Executed Debenture Trust Deed with supplements prior to the listing of Debentures 7. Perfection of Security by way of filing of CHG-9 with the Registrar of Companies within 30 days from the date of creation of security. 8. within 30 (thirty) days from the complete utilisation of all proceeds of the Issue, a certificate from an independent chartered accountant confirming status of utilisation of funds on a quarterly basis.
<p>Events of Default</p>	<p>The Majority Debenture holders (75%) at their discretion directly or acting through the Debenture Trustee may initiate proceedings against the Issuer on the occurrence of an “Event of Default”:</p> <p>Each of the following shall, after the expiry of the cure period (as provided in the Transaction Documents) constitute an “Event of Default” with respect to the Debentures and shall be set out in detail in the Transaction Documents.</p> <ol style="list-style-type: none"> 1. The Issuer does not pay on the Due Date(s) any amount payable pursuant to the Trust Deed (whether at scheduled maturity, by acceleration or otherwise) at the place at and in the currency in which it is expressed to be payable; 2. The material breach of any covenant, obligation, representation or warranty of the Issuer and any other obligations of the Issuer under the Transaction Documents; 3. If the Company is unable to or admits in writing its inability to pay its debts

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	<p>as they mature or proceedings for taking it into insolvency or liquidation have been admitted by any competent court or a special resolution has been passed by the shareholders for winding up of the Company or for filing an application to initiate insolvency resolution process of the Company or it is certified by the statutory auditors that the liabilities of the Company exceed its assets indicating the inability of the Company to discharge its obligations under this Deed;</p> <p>4. Without prejudice to (3) above, the commencement of an insolvency resolution process (other than operational creditor) under the (Indian) Insolvency and Bankruptcy Code, 2016 (to the extent applicable) in respect of the Company and the same is not defended by the Company within a period of 14 days.</p> <p>5. Business – The Issuer:</p> <ul style="list-style-type: none">i. ceases to carry on its primary business or gives notice of its intention to do so;ii. any Supervisory Authority or any competent court or tribunal or Governmental Authority requires the Company to cease to do primary business; oriii. any material approval or consent or authorization given by any person (including any Supervisory Authority or any creditor) to the Company in respect of its primary business is withdrawn or the Company fails to obtain or renew any such approval or consent or authorization. <p>6. Any corporate action, legal proceedings or other procedure or step is taken in relation to:</p> <ul style="list-style-type: none">i. the suspension of payments, winding-up, dissolution, administration or re-organisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Company;ii. a composition, compromise, assignment or arrangement with any creditor of the Company aggregating to not more than Rs. 50 Cr.iii. the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of the Company; oriv. the commencement of an insolvency resolution process (other than operational creditor) under the (Indian) Insolvency and Bankruptcy Code, 2016 (to the extent applicable) or under any other Applicable Law, in respect of the Company and the same is not defended by the Company within a period of 14 days; orv. enforcement of any security over any Assets of the Company or any analogous procedure or step is taken in any jurisdiction.vi. Any other event occurs or proceeding instituted under any Applicable Law that would have an effect analogous to any of the events listed in sub-Clauses (i) to (vi) above. <p>7. Any petition for the reorganization, arrangement, adjustment, winding up or composition of debts of the Company is filed on the Company (voluntary or otherwise) or have been admitted or makes an assignment for the benefit of its creditors generally and such proceeding is not contested by the Company for staying, quashing or dismissed within 30 (thirty) days.</p> <ul style="list-style-type: none">i. .
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	<ol style="list-style-type: none">8. Transaction Documents – Any other Transaction Document (in whole or in part), is terminated or ceases to be effective or ceases to be in full force or no longer constitutes valid, binding and enforceable obligations of the Issuer.9. Unlawfulness – It is or becomes unlawful for the Company to perform any of its obligations under the Transaction Documents and/or any obligation or obligations of the Company under any Transaction Document are not or cease to be valid, binding or enforceable.10. There shall have occurred a change in the business, operations, property, assets, liabilities, condition (financial or otherwise) or prospects of the Issuer since the date hereof that has resulted in a Material Adverse Effect.11. Repudiation – The Company repudiates any of the Transaction Documents, or evidences an intention to repudiate any of the Transaction Documents.12. BSE/ NSE delists the Debentures at any point of time due to an act of the Company or failure by the Company to take all necessary actions to ensure continued listing and trading of the Debentures on BSE/ NSE and the same is not relisted within 15 (fifteen) days.13. The withdrawal, failure of renewal, or failure to obtain any statutory or regulatory approval in any relevant jurisdiction required, if any, for issuance of the Debentures or creation of the Security.14. Security in Jeopardy – In the opinion of the Debenture Trustee any Charged Asset(s) is in jeopardy including any depreciation in the value of the Charged Assets and an alternate security is not created within the timelines stipulated in the Transaction Documents.15. Security<ol style="list-style-type: none">i. The value of the Charged Assets is insufficient to maintain the Security Cover and the Company fails to maintain the Security Cover (including by way of providing additional/alternate security to the satisfaction of the Debenture Trustee) within the stipulated timelines prescribed in the relevant Transaction Document.ii. Any of the Transaction Documents fails to provide the security interests, rights, title, remedies, powers or privileges intended to be created thereby (including the priority intended to be created thereby), or such security interests fail to have the priority contemplated under the Transaction Documents, or the security interests become unlawful, invalid or unenforceable.iii. The Company creates or attempts to create any charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having similar effect, over the Charged Assets, without the prior consent of the Debenture Trustee.No NOC is required if the company maintains the security cover.16. Material Adverse Effect - The occurrence of any event or condition which, in the reasonable opinion of the Trustee or the Debenture Holder(s)/ Beneficial Owners(s), constitutes a Material Adverse Effect.17. Any other event described as an Event of Default in the Disclosure Documents//Prospectus/ Offer Letter and the Transaction Documents.
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<p>Consequence of Event of Default</p>	<p>Upon the occurrence of an Event of Default, the NCD Holders may exercise, in addition to the rights available to the NCD Holders under applicable law, exercise all or any one or more of the following rights:</p> <ul style="list-style-type: none"> i. Accelerate the redemption of the NCDs; ii. Enforce the Security; iii. Exercise any other right that NCD Holders may have under the transaction Documents. <p>Further, if an Event of Default has occurred and is continuing, the Issuer cannot declare or pay any dividend to its shareholders during any Financial Year unless it has paid or made arrangements to pay (to the satisfaction of the Debenture Trustee) all the dues to the Debenture Holders/ Debenture Trustee upto the date on which the dividend is proposed to be declared or paid or has made satisfactory provisions thereof.</p>
<p>Role and Responsibilities of Debenture Trustee</p>	<p>To oversee and monitor the overall transaction for and on behalf of the Debenture Holders as customary for transaction of a similar nature and size as per SEBI (Debenture Trustee) Regulations, 1993, SEBI (Issue and Listing of Debt Securities) Regulation, 2008, Companies Act, the simplified listing agreement(s), each as amended from time to time).</p>
<p>Material Adverse Effect</p>	<p>means an event, circumstance, occurrence or condition which has caused, as of any date of determination, or could be reasonably expected to cause a material adverse effect on or a material adverse change in the judgment of Debenture Trustee, on:</p> <ul style="list-style-type: none"> i. the business, operations, property, assets, condition (financial or otherwise) or prospects of the Obligors; ii. the ability of the Obligors to enter into and to perform its obligations under Transaction Documents or any other related document to which relevant Obligor is or will be a party; or iii. the validity or enforceability of the Transaction Documents or any other related document or the rights or remedies of the Debenture Holder(s) thereunder; or iv. the ability of the Debenture Holder to exercise or enforce any right, benefit, privilege or remedy under any Transaction Document; or v. the international or domestic commercial bank, loan syndication, financial or capital markets, political socio-political, or economic conditions in India or any other relevant jurisdiction or currency exchange rates or exchange controls that, generally in the sole opinion of the Debenture Trustee; or vi. any other effect or change which adversely affects the interest of the Debenture Holder(s) or the Debenture Trustee. <p>On happening of any of the above event, Debenure holder may declare an Event of Default</p>
<p>Affirmative Covenants</p>	<p>The Company hereby covenants with the Trustee that the Company will at all times during the continuance of this security (except as may otherwise be previously agreed in writing by the Trustee):-</p> <ul style="list-style-type: none"> 1. That the Company shall keep the debenture trustee informed of all orders, directions, notices, of court/tribunal affecting or likely to affect the charged assets. 2. That the Company shall execute all such deeds, documents and assurances and do all such acts and things as the Trustee may

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	<p>reasonably require for exercising the rights, powers and authorities hereby conferred on the Trustee or for effectuating and completing the security hereby created and shall, from time to time and at all times after the security hereby constituted shall become enforceable, execute and do all such deeds, documents, assurances, acts and things as the Trustee may require for facilitating realisation;</p> <ol style="list-style-type: none">3. Carry out and conduct its business with due diligence and efficiency and in accordance with sound technical, managerial and financial standards and business practices with qualified and experienced management and personnel;4. At the end of each calendar quarter, furnish to the Trustee a report of the compliance of the Company with respect to the timely and accurate payment of the interest on the Debentures. The Company shall obtain, at the end of each financial year after the date of issue of the Debentures, an annual credit rating in respect of the Debentures and submit the same to the Trustee.5. The Company shall forward the details of Debenture holders to the Trustee at the time of allotment and thereafter by the seventh working day of every next month;6. Keep proper books of account as required by the Act and therein make true and proper entries of all dealings and transactions of and in relation to the security and the business of the Company and keep the said books of account and all other books, registers and other documents relating to the affairs of the Company at its Registered Office or, where permitted by law, at other place or places where the books of account and documents of a similar nature may be kept and the Company will ensure that all entries in the same relating to the security and the business of the Company shall at all reasonable times be open for inspection of the Trustee and such person or persons as the Trustee shall, from time to time, in writing for that purpose, appoint;7. Give to the Trustee or to such person or persons as aforesaid such information as they or any of them shall require as to all matters relating to the business, property and affairs of the Company and at the time of the issue thereof to the shareholders of the Company furnish to the Trustee three copies of every report, balance sheet, profit and loss account, circulars or notices issued to the shareholders and the Trustee shall be entitled, if it thinks fit in the event of default, to nominate a firm of Chartered Accountant to examine the books of account, documents and property of the Company or any part thereof and to investigate the affairs of the Company and the Company shall allow any such accountant to make such examination and investigation and shall furnish them with all such information as they may require and shall pay all costs, charges and expenses of and incidental to such examination and investigation with prior notice of 7 days being provided by Trustee;8. Diligently preserve its corporate existence and status and all consents now held or any rights, licences, privileges or concessions hereafter acquired by it in the conduct of its business and that it
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	<p>will comply with each and every term of the said Consents, rights, licences, privileges and concessions and comply with all acts, rules, regulations, orders and directions of any legislative, executive, administrative or judicial body as may be applicable and reasonable or any part thereof provided that the company may contest in good faith the validity of any such acts, rules, regulations, orders and directions and pending the determination of such contest may postpone compliance therewith if the rights enforceable under the Debentures or the security for the Debentures is not thereby materially endangered or impaired;</p> <p>9. Pay all stamp duty, taxes, charges and penalties if and when the Company may be required to pay the same according to the laws for the time being in force and in the event of the Company failing to pay such stamp duty, taxes and penalties as aforesaid, the Trustee will be at liberty (but shall not be bound) to pay the same and the Company shall reimburse the same to the Trustee on demand;</p> <p>10. Reimburse all sums paid or expenses incurred by the Trustee or any Receiver, attorney, agent or other person appointed by the Trustee for all or any of the purposes mentioned in these presents immediately on receipt of a notice of demand from them in this behalf and all such sums shall carry interest at the rate of interest payable on the Debentures from the date, when the same shall have been paid and until such reimbursement, all such sums shall be a charge upon the security in priority to the charge securing the Debentures;</p> <p>11. Promptly inform the Trustee if any suit or other legal process intended to be filed or initiated against the Company affecting title of the Company or if a receiver is appointed of any of its properties or business or undertaking;</p> <p>12. Promptly inform the Trustee of the happening of any labour strikes, lockouts, shut-downs, fires or any event likely to have a substantial effect on the Company's profits or business and the reasons therefor;</p> <p>13. Promptly inform the Trustee of any substantial loss or damage, which the Company may suffer due to force majeure circumstances or act of God against which the Company may not have insured its properties;</p> <p>14. Submit to the Trustee its duly audited annual accounts, within six months from the close of its financial year and in case the statutory audit is not likely to be completed during this period, the Company shall get its accounts audited by an independent firm of Chartered Accountants and furnish the same to the Trustee;</p> <p>15. provide valuation certificate from qualified chartered accountant's certificate to establish the value of the security as agreed in the Transaction Documents.</p> <p>16. Submit to the Trustee on a yearly basis a certificate from statutory auditor/ Independent Chartered Accountant giving the valuation of book debts/business receivables.</p> <p>17. Submit on quarterly basis,</p>
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	<p>a) Certificate from an Independent Chartered Accountant giving the value of book debts / business receivables.</p> <p>18. Submit a quarterly report to the Trustee containing the following particulars:</p> <ul style="list-style-type: none"> (i) Updated list of names and address of all Beneficial Owner(s)/ Debenture holder(s); (ii) Details of interest due but unpaid and reasons for the same; (iii) That the number and nature of grievances received from the Beneficial Owner(s)/Debenture holder(s) and resolved/ unresolved by the Company and the reasons for the same; (iv) Statement that the assets of the Company available as security are sufficient to discharge the claims of the Beneficial Owner(s)/ Debenture holder(s) as and when the same become due. (v) Compliance status with respect to financial covenants of the listed debt securities certified by statutory auditor. <p>19. Promptly inform the Trustee of any change in its name, any change in the composition of its Board of Directors or change in the conduct of its business;</p> <p>20. Comply with all the directions/guidelines issued by any regulatory authority with regard to the debenture issue.</p> <p>21. Submit such information, as may be required by the Debenture Trustee.</p> <p>22. Cause to be executed among the Trustee and the other lenders an inter-se pari passu agreement, in form and substance acceptable to the Trustee.</p> <p>23. The Company while submitting half yearly / annual financial results to Stock exchange, shall disclose the following line items along with the financial results as per the Securities and Exchange Board of India (Listing Obligation and Disclosure Requirements) Regulations, 2015</p> <ul style="list-style-type: none"> i) Credit rating; ii) Debt-equity ratio; iii) Previous due date for the payment of interest/ principal and whether the same has been paid or not; and iv) Next due date for the payment of interest /principal v) Debenture Redemption Reserve vi) Net worth vii) net profit after tax viii) earnings per share
<p>Material Representations & Warranties</p>	<p>On the date hereof and on every Redemption Date and date for payment of coupon, the Company makes the representations and warranties to the Trustee as set out hereto:-</p> <p>a. Status</p> <p>The Company is a company, duly incorporated and validly existing under the law of its jurisdiction of incorporation, and has the right to own its assets and carry on its business as it is being conducted, under the law of its jurisdiction of incorporation.</p> <p>b. Binding obligations</p>

	<p>The obligations expressed to be assumed by the Company under each of the Transaction Documents, to which it is a party, are legal, valid, binding and subject to any general principles of law limiting its obligations.</p> <p>c. Non-conflict with other obligations</p> <p>The entry into and performance by the Company of, and the transactions contemplated by, the Transaction Documents to which it is a party, do not and will not conflict with:</p> <ul style="list-style-type: none">(i) any Applicable Law or order, writ, injunction or decree of any court or Governmental Authority having jurisdiction over the Company;(ii) its constitutional documents; or(iii) any agreement or instrument binding upon it or any of its assets, <p>d. Validity and admissibility in evidence</p> <p>All authorisations required or desirable to make the Transaction Documents to which the Company is a party, admissible in evidence in its jurisdiction of incorporation, have been obtained or effected and are in full force and effect.</p> <p>e. Compliance with laws</p> <p>The Company is in material compliance with Applicable Laws, with all Tax laws in all jurisdictions in which it is subject to Tax, and is not subject to any present liability by reason of non-compliance with such Applicable Law as would materially affect the ability of the Company to execute the Project or to conduct the business. The Company has paid all Taxes due and payable by it (save and except for the Tax claims which are being contested by the Company in good faith before appropriate forums and has been disclosed to the Debenture Trustee in writing) and no claims have been asserted or are being asserted against it in respect of Taxes as would affect the ability of the Company to execute the Project/ conduct its business.</p> <p>f. No Event of default</p> <ul style="list-style-type: none">(i) No Event of Default is continuing or might reasonably be expected to result from the entering into or performance by the Company of any of the Transaction Documents.(ii) No other event or circumstance is outstanding which constitutes (or would to the best of the knowledge of the Company do so with the expiry of the cure period/grace period, the giving of notice, the making of any determination, the satisfaction of any other condition or any combination of any of the foregoing) an Event of Default (howsoever described) under any other lending agreement or instrument which is binding on it or to which its assets are subject. <p>g. No misleading information</p> <ul style="list-style-type: none">(i) Any factual information provided by or on behalf of the Company in connection with the issue of the Debentures are true and accurate in all material respects as at the date it was provided or as at the date (if any) at which it is stated.(ii) Nothing has been omitted from any information provided to the Debenture Trustee and no information has been given or withheld that results in such information being untrue or misleading in any material respect
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	<p>h. No proceedings pending or threatened</p> <p>No litigation, arbitration, investigative or administrative proceedings of or before any court, arbitral body or agency which, if adversely determined, will have a Material Adverse Effect, have (to the best of its knowledge and belief after due and careful enquiry) been started or threatened against the Company.</p> <p>i. Title</p> <p>The Company has good and marketable title to, or valid leases and licences of or is otherwise entitled to use, all material assets necessary or desirable for it to carry on its business as it is being or is proposed to be conducted. The Company has provided title report in respect of the Secured Assets (wherever applicable) to the satisfaction of the Debenture Trustee.</p> <p>j. No immunity</p> <p>The Company's assets are not entitled to immunity from suit, execution, attachment or other legal process India.</p> <p>k. Solvency</p> <p>(i) The Company is able to, and has not admitted its inability to, pay its debts as they mature and has not suspended making payment on any of its debts.</p> <p>(ii) The Company, by reason of actual or anticipated financial difficulties, has not commenced, and does not intend to commence, negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness.</p> <p>(iii) The value of the assets of the Company is more than its liabilities (taking into account contingent and prospective liabilities) and it has sufficient capital to carry on its business.</p> <p>(iv) No moratorium has been, or may, in the reasonably foreseeable future be, declared in respect of any indebtedness of the Company.</p> <p>l. Approvals</p> <p>Except for any approvals as may be required in connection with the Project/business subsequent to the date hereof, the Company hereby confirms that all approvals necessary under Applicable Law with respect to the business of the Company, have been taken by it and the same are valid and subsisting as at the date hereof.</p> <p>m. Defaulter's List</p> <p>The names of the Company and/ or its directors do not figure in any list of defaulters circulated by the RBI or any bank or financial institution nor do the names of its directors appear in caution list issued by RBI/ Export Credit Guarantee Corporation / Director General of Foreign Trade etc.</p> <p>n. Remuneration/ expenses of Debenture Trustee</p> <p>The remuneration/ fees/ expenses payable to the Debenture Trustee pursuant to the terms of the Transaction Documents arises on account of the provision of services by the Debenture Trustee and the obligations undertaken by the Debenture Trustee under the Transaction Documents are in the nature of service.</p>
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Governing Law and Jurisdiction	The Debentures are governed by and shall be construed in accordance with the existing laws of India. Any dispute arising thereof shall be subject to the jurisdiction of district courts of Mumbai, India.
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Illustration of Cash Flows:

Company	360 ONE PRIME LIMITED (FORMERLY KNOWN AS IIFL WEALTH PRIME LIMITED) (the “Issuer”)
Tenure	549 Days from the Deemed Date of Allotment
Face Value	Rs. 1,00,000/- Per Debenture
Issue Price	Rs. 1,00,000/- Per Debenture
Date of Allotment	04-Mar-2024
Redemption Date	04-Sep-2025
Redemption Premium	Nil
Coupon Rate	9.20%
Frequency of the interest payment with specified dates	Annually (04-Mar-2025, 04-Sep-2025)
Day count Convention	Actual / Actual

Illustrative Cashflow:

Cash flow for Investors	
Dates	Cash flow
04-Mar-24	-1,00,000
04-Mar-25	9,200
04-Sep-25	4,638
04-Sep-25	1,00,000
XIRR	9.2662%

MANNER OF SETTLEMENT

- The eligible investors should complete the funds pay-in to the designated bank account of the Indian Clearing Corporation Limited (ICCL) by 10:30 am T+1 day.
- The participants must ensure to do the funds pay-in from the same bank account which is updated by them in the EBP Platform while placing the bids.
- The Designated Bank Accounts of are as under:

Name of Bank	ICICI BANK
IFSC Code	ICIC0000106
Account number	ICCLEB
Name of beneficiary	INDIAN CLEARING CORPORATION LTD
Mode	NEFT/RTGS

Name of Bank	YES Bank
IFSC Code	YESB0CMSNOC
Account number	ICCLEB

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Name of beneficiary	INDIAN CLEARING CORPORATION LTD
Mode	NEFT/RTGS

Name of Bank	HDFC Bank
IFSC Code	HDFC0000060
Account number	ICCLEB
Name of beneficiary	INDIAN CLEARING CORPORATION LTD
Mode	NEFT/RTGS

- For each issue, separate funds payment instructions should be given by the participants.
- Funds payment for each issue has to be initiated separately. The funds should not be clubbed for two different issues settling on the same day.
- In the event of the issue getting withdrawn, the funds refund would be initiated on T + 1 day.
- In case of mismatch in the bank account details between bidding platform and the bank account from which payment is done by the participants, the payment would be returned back.
- The funds pay-out to the issuer bank account (as per the bank account details received from the EBP platform) would be initiated on T + 1 day.

Note: While the debt securities are secured to the tune of 100% of the principal and interest amount or as per the terms of offer documents/information Memorandum, in favour of Debenture Trustee, it is the duty of the Debenture Trustee to monitor that the security is maintained.

INFORMATION UNDERTAKINGS

Information:

- A. The Company shall supply to the Debenture Trustee (sufficient copies for all Debenture Holder(s) if the Trustee so requests):
- 1) promptly upon becoming aware of them, the details of any event which may have a Material Adverse Effect;
 - 2) audited/unaudited quarterly financial results within 45 (forty five) days of the end of each quarter, audited/unaudited half yearly financial results within 45 (forty five) days from the end of the first half year, and the audited financial results for a financial year by no later than 60 (sixty) days from the end of the relevant financial year;
 - 3) a copy of the annual report sent to the shareholders along with the notice of the annual general meeting not later than the date of commencement of dispatch to its shareholders
 - 4) Periodical status/ performance reports within 7 (seven) days of the relevant board meeting or within 45 (forty five) days of the respective quarter whichever is earlier.
 - 5) a certificate from the statutory auditor of the Company giving the value of receivables/book debts on a half yearly basis;
 - 6) a stock statement will be provided if there is any change in hypothecated properties;
 - 7) upon there being any change in the credit rating assigned to the Debentures, as soon as reasonably practicable thereafter, a letter notifying the Trustee of such change in the credit rating of the Debentures further also inform the Debenture Trustee promptly in the case there is any default in timely payment of interest or redemption or both;
 - 8) A copy of all notices, resolutions and circulars relating to:
 - (i) new issue of non-convertible debt securities at the same time as they are sent to shareholders/ holders of non-convertible debt securities;
 - (ii) the meetings of holders of non-convertible debt securities under the issue at the same time as they are sent to the holders of non- convertible debt securities or advertised in the media including those relating to proceedings of the meetings
 - 9) At the end of every calendar quarter within 7 (seven) days of the relevant board meeting or within 45 (forty five) days of the respective quarter whichever is earlier, a report confirming the following:
 - (i) Updated list of names and address of all the Debenture Holder(s);
 - (ii) Details of interest due but unpaid, if any, and reasons for the same;
 - (iii) Details of payment of interest made on the Debentures in the immediately preceding calendar quarter;
 - (iv) The number of grievances pending at the beginning of the quarter, the number and nature of grievances received from the Debenture Holder(s) during the quarter, resolved/disposed off by the Company in the quarter and those remaining unresolved by the Company and the reasons for the same.;
 - (v) A statement that those assets of the Company which are available by the way of security are sufficient to discharge the claims of the Debenture Holders as and when they become due.

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- (vi) The Company shall, on a quarterly basis, furnish the required information to the Debenture Trustee/empaneled agency of Debenture Trustee to enable the Debenture Trustee to file the asset cover certificate confirming the asset cover available to secure the Debentures with the stock exchange as per format specified by the SEBI within 45 days from the close of each calendar quarter and other certificates/reports pursuant to SEBI Circular SEBI/ HO/ MIRSD/ CRADT/ CIR/ P/ 2020/230 dated November 12, 2020.
- (vii) Any breach in compliance of any of the covenants of trust deed shall be brought to the notice of Trustees within 1 day of such breach.
- (viii) Such other information as may be requested by the Debenture Trustee.
- 10) Promptly intimate the Debenture Trustee (along with the Stock Exchange) if any of the following proposals are being placed before the board of directors:
 - (a) Any alteration in the form or nature or rights or privileges of the Debentures;
 - (b) Any alteration in the Due Dates on which interest on the Debentures or the Redemption amount is payable.
- 11) Promptly and within the period specified under Applicable Law, submit a certificate to the Stock Exchange and the Debenture Trustee, that it has made timely payment of interests or principal obligations or both in respect of the Debentures.
- 12) promptly inform the Stock Exchange and the Debenture Trustee all information having a bearing on the performance/operation of the Company, any price sensitive information or any action that may affect the payment of interest or redemption of the Debentures in terms of Regulation 51(2) of the SEBI LODR Regulations.
- 13) Interest /redemption due date intimations within five working days prior to the beginning of the quarter to the Stock Exchange with a copy to the Debenture Trustee
- 14) The Company shall submit to the Debenture Trustee/Stock Exchange and the Debenture Holders correct and adequate information (in the manner and format as requested by them or as required by Applicable Law) and within the time lines and procedures specified in the SEBI Regulations, Act, circulars, directives and/or any other Applicable Laws.
- 15) The Company shall immediately inform the Debenture Trustee of any rating action – upgrade or downgrade of credit rating of the Company irrespective of whether the rating of the NCDs covered hereunder is upgraded/downgraded or otherwise.
- 16) The Company shall promptly inform the Debenture Trustee the following details (if any):
 - (a) corporate debt restructuring,
 - (b) Fraud/defaults by promoter or key managerial personnel or by issuer Company or arrest of key managerial personnel or promoter;
 - (c) Reference to BIFR or winding up petitions (if any) filed by any creditor.
- B. The Company shall submit to the Stock Exchange for dissemination, along with the quarterly/annual financial results, the following information, to the extent applicable:
 - (a) debt-equity ratio;
 - (b) debt service coverage ratio;
 - (c) interest service coverage ratio;
 - (d) outstanding redeemable preference shares (quantity and value);
 - (e) capital redemption reserve/debenture redemption reserve;
 - (f) net worth;
 - (g) net profit after tax;
 - (h) earnings per share
 - (i) current ratio;

- (j) long term debt to working capital;
- (k) bad debts to Account receivable ratio;
- (l) current liability ratio;
- (m) total debts to total assets;
- (n) debtors turnover;
- (o) inventory turnover;
- (p) operating margin (%);
- (q) net profit margin (%);
- (r) sector specific equivalent ratios, as applicable

Provided that the requirement of disclosures of debt service coverage ratio and interest service coverage ratio shall not be applicable for banks non-banking financial companies/housing finance companies registered with the Reserve Bank of India.

- C. In accordance with the terms of SEBI Master Circular bearing reference no. SEBI/HO/DDHS/PoD1/P/CIR/2023/119 dated August 10, 2021 updated as on July 07, 2023, the Company shall, at all times until the Obligations have been duly discharged, maintain the bank account and furnish the details to the Debenture Trustee from which it proposes to pay the Redemption amount.

The Company further agrees and acknowledges that it shall also inform the Debenture Trustee within 1 (one) working day (being the working day of the stock exchange) of any change in the Account Bank details.

- D. The Company further acknowledges, agrees, and shall cause the Account Bank to acknowledge and agree, that the Debenture Trustee is authorised to seek redemption payment related details and information from the Account Bank in terms of the extant SEBI guidelines. Further, in case of change of Account Bank, the Debenture Trustee shall accept such change only upon submission of the duly acknowledged and accepted pre-authorisation letter from the successor /new account bank.
- E. The Company shall notify the Trustee of any Event of Default (and the steps, if any, being taken to remedy it) promptly upon becoming aware of its occurrence.
- F. To enable the Debenture Trustee to monitor the asset cover, end-use of funds etc. and to submit various reports to SEBI/Stock Exchanges etc., the Company shall furnish the following certificates/reports to the Debenture Trustees, the periodicity whereof has been described below:

i. **Asset Cover and Compliance Covenant Certificate**

On quarterly basis:

The Company shall, on a quarterly basis, furnish to the Debenture Trustee, the information required by an independent chartered accountant and/or empaneled agency of the Debenture Trustee in order to issue certificate confirming the asset cover available to secure the NCD and confirming the security cover maintained as disclosed in this Deed/the Information Memorandum within 45 days from the close of each calendar quarter.

Any breach in compliance of any of the covenants of this Deed shall be brought to the notice of Debenture Trustee in accordance with applicable law.

On a half-yearly basis:

The Company shall furnish a certificate from its statutory auditor giving the value of receivables/book debts forming part of the asset cover, including compliance with the covenants

of the Information Memorandum in the manner as may be specified by the SEBI from time to time.

ii. **End-use certificate**

End utilization certificate certified by the statutory auditors of the Company shall be furnished to the Debenture Trustee on annual basis at the end of each accounting year in case the debentures are issued for financing working capital.

G. Additional Covenants

i. Security Creation

In case of failure of the Issuer to execute the Debenture Trust Deed within the stipulated timeline by SEBI, without prejudice to the provisions of the Companies Act 2013 and the SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021, the Issuer shall also pay an additional interest of at least 2% per annum over and above the agreed Coupon rate, to the debenture holders till the execution of the Debenture Trust Deed

ii. Default in Payment and Other Defaults

In case of Events of Default, including payment of Interest and/or principal repayment on the (Coupon Payment Date/ Redemption Date) additional interest of 2% p.a. over the Coupon Rate will be payable by the Issuer for the defaulting period on the default amount i.e. from the due dates until the date of actual payment.

iii. Delay in Listing

In case of delay in listing of Debentures beyond 3 days from the Deemed Date of Allotment , the Issuer shall pay an additional interest 1% p.a over the Coupon Rate from the expiry of 30th day to the Debenture Holders for the delayed period till the listing of such Debentures and the Issuer will be permitted to utilise the issue proceeds of its two subsequent privately placed issuances of securities only after receiving final listing approval from stock exchanges.

The Company is aware that in terms of Regulation 14 of the SEBI (Debenture Trustees) Regulations, 1993 as amended from time to time, the Trust Deed has to contain the matters specified in Section 71 of the Companies Act, 2013 and Form No. SH.12 specified under the Companies (Share Capital and Debentures) Rules, 2014. The Company hereby agrees to comply with all the clauses of Form No. SH.12 as specified under the Companies (Share Capital and Debentures) Rules, 2014 as if they are actually and physically incorporated in debenture trust deed.

H. In accordance with the terms of SEBI ILNCS Master Circular bearing reference no. SEBI/HO/DDHS/PoD1/P/CIR/2023/119 dated August 10, 2021 updated as on July 07, 2023, the Company shall, at all times until the Obligations have been duly discharged, maintain the following bank account from which it proposes to pay the Redemption amount:

Sr. No.	Account Name	Account Number & IFSC Code	Name and Address of the Bank ("Account Bank")

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The Company further agrees and acknowledges that it shall also inform the Debenture Trustee within 1 (one) working day (being the working day of the stock exchange) of any change in the Account Bank details.

- I. The Company further acknowledges, agrees, and shall cause the Account Bank to acknowledge and agree, that the Debenture Trustee is authorised to seek redemption payment related details and information from the Account Bank in terms of the extant SEBI guidelines. The format for the letter to be issued by the Company seeking pre-authorization for the Debenture Trustee from the Account Bank is annexed herewith as the Sixth Schedule. A duly accepted and acknowledged pre-authorization letter is to be issued by the Account Bank to the Debenture Trustee in the format annexed herewith as the Seventh Schedule. Further, in case of change of Account Bank, the Debenture Trustee shall accept such change only upon submission of the duly acknowledged and accepted pre-authorization letter from the successor /new account bank.

FINANCIAL COVENANTS AND CONDITIONS:

1. FINANCIAL COVENANTS

The Financial Covenants shall be tested on annual basis every year based on the consolidated financials of the Company. The Company on specific request by Trustee shall submit a certificate to the Debenture Trustee confirming the compliance with the Financial Covenants within 30 days from the date of request or within 90 days from the end of each reporting financial year whichever is later. Covenant compliance certificate will be submitted by the Company to the Debenture Trustee on an annual basis.

2. DEBENTURES TO RANK “PARI PASSU

The Debentures issued under these presents shall rank pari passu inter se without any preference or priority of one over the other or others of them.

3. INTEREST

- i. The Company shall, until the Debentures are fully redeemed or paid off, pay to the Beneficial Owner(s)/Debenture holder(s) as the case may be pay interest on the principal amount of the Debentures respective Fixed / Market Linked Rate of Interest per annum (subject to deduction of Income-tax at the rate prescribed from time to time under The Income-tax Act, 1961 and any statutory modification or re-enactment thereof for the time being in force), and such interest shall be payable at the time of redemption as mutually agreed in arrears on the date of redemption to the Beneficial Owner(s) at the respective Fixed / Market Linked Rate of Interest as per the respective Information Memorandum/ Disclosure Document.
- ii. The interest payable by the Company shall be as relevantly provided in hereinabove.
- iii. PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED that all interest which shall accrue on the outstanding Debentures or any part thereof and for the time being remaining unpaid and all other monies which have become payable under these presents shall in case the same be not paid on the dates on which they accrued due, carry compound interest at monthly rests, at the aforesaid rate will become due and payable over the monies due for the period of default.
- iv. PROVIDED FURTHER THAT the Debentures shall carry additional interest of at least 2% p.a. over and above interest rate payable monthly/quarterly/half yearly on the Debentures from the Deemed Date of Allotment till creation of security in accordance with the Disclosure Documents/Prospectus, to the satisfaction of the Trustee or the Debenture Holder(s)/Beneficial Owners(s), if the security is not created within a period of three months from the date of closure of the issue.
- v. PROVIDED HOWEVER, in the event of any default in the payment of interest and/or in the redemption of the Debentures and all other monies payable pursuant to this read with the Disclosure Documents/Prospectus, the Company shall pay to the holder/s of the Debentures, further interest at the rate of 2% per annum over the interest rate for the default in payment of interest, additional interest and/or principal amount till the dues are cleared.

- vi. Notwithstanding anything to the contrary in any other provision of the Agreement, the penal interest as stated above shall not be considered for the calculation of overall return to the Debenture Holder(s).

4. REDEMPTION

- (a) Redemption at maturity

The Company agrees and undertakes to redeem the Debentures as specified in the Term Sheet.

- (b) Early Redemption maturity

The Debentures along with accrued interest shall become due and payable within 30 days upon receipt of written notice from Debenture Trustee on happening of any of the events as detailed below ("Early Redemption Events"):

- i. Rating of the Debentures is suspended or withdrawn or moved to "issuer not cooperating" category or the long-term rating of the Debentures/Issuer is downgraded to A- or below or the Issuer is assigned a long-term rating of A- or below by any rating agency
- ii. Breach of any of the covenants mentioned below under Financial Covenants and any other covenants / events.

In case the Company fails for any reasons to utilize the proceeds for the Purpose, as specified in the Offer Letter/ Prospectus/ Disclosure Document, the Debenture Holder(s)/Beneficial Owner will be entitled to rescind/avoid the contract on that ground and to call back the money, if any paid towards subscription of the Debentures.

5. SECURITY COVER:

The Company shall at all times maintain a minimum security cover of 100% of principal and interest amount under these presents.

6. RECORD DATE

Record Date for the Issue for the Debentures will be 15 (fifteen) days prior to the interest payment date/ redemption date on which the determination of the persons entitled to receive coupon/ redemption amount in respect of the Debentures (i.e. the persons whose names are registered in the register of Debenture holders in the NSDL/ CDSL record) shall be made. In case Record Date falls on Sunday / Holiday, the prior Business Day to the said Sunday / Holiday shall be the Record Date.

7. PUT OPTION (wherever Put option is available as per term the term sheet):

In case of privately placed Debentures:

The Debenture Holders shall, on any Put Option Date, have an option to require the Company to redeem all the outstanding Debentures ("Put Option"), in accordance with the following provisions:

The Put Option shall be exercised by the Debenture Holders by issuance of a 30 (thirty) days' prior notice in writing by the Debenture Trustee (upon instruction of the relevant Debenture Holder(s) exercising the Put Option), to the Company ("Put Option Notice") indicating the calculation of the Debenture Outstanding Amounts payable on the relevant Put Option Date.

The Company shall prepay the Debenture Outstanding Amounts as set out in the Put Option Notice on the immediately succeeding Put Option Date.

Notwithstanding anything to the contrary contained in these presents, the Debenture Holder(s)/Beneficial Owner shall have a right to recall / redeem the Debentures in case the Company defaults in any of the conditions mentioned in this Deed or Disclosure Document/ Prospectus. In event of such a failure, the

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Debenture Holder(s)/Beneficial Owner shall have right to exercise put option on these Debenture on the Company for redemption of these Debentures.

8. PREPAYMENT/CALL OPTION (wherever Call option is available as per term the term sheet):

In case of privately placed debentures:

The Company shall not have the right to redeem the outstanding Debentures, in full or in part, (with or without prepayment premium) until the date as may be decided by the Board and approved by the Debenture Holders from the Deemed Date of Allotment.

The Issuer will have the option to exercise the Call Option as per the Call Notification Time.

The call notification time shall be 7 Business Days Prior to Call Option Date (as provided in the IM). If the Call Option is exercised, the Debentures will be redeemed 30 days after the Call Option Date at the Call Option Price.

After the expiry of the said period, the Company shall have the right to redeem the outstanding Debenture(s), in full or in part, at any time with the prior written consent of the Debenture Holder(s)/Beneficial Owner(s) as specified hereto. In case the Debenture Holder(s)/Beneficial Owner(s) agrees for prepayment of the Debentures at a premature repayment which shall, however, be entirely at the sole discretion of the Debenture Holder(s)/Beneficial Owner, the acceptance shall be subject to such terms and conditions including payment of premium, if any, as may be stipulated by the Debenture Holder(s)/Beneficial Owner in this behalf.

9. APPROPRIATION OF PAYMENT:

(a) Payment of the principal amount of each of the Debentures and interest and other monies payable thereon shall be made to the respective Debenture Holder and in case of joint Debenture Holders, to the one whose name stands first in the Register of Debenture Holder(s)/list of Beneficial Owner(s) as the case may be. Such payments shall be made by, real time gross settlement, cheque or warrant drawn by the Company on its bankers.

(b) Notwithstanding anything to the contrary stated in the Transaction Documents, any payments by the Company under the Transaction Documents shall be appropriated in the following manner, namely:

Firstly, towards meeting any costs, charges and expenses and other monies incurred by the Debenture Trustee as also the remuneration payable by the Company to the Debenture Trustee;

Secondly, towards default interest and compound interest as maybe due and payable under the terms of the Transaction Documents;

Thirdly, towards interest payable on the Debentures;

Fourthly, towards redemption premium, if any; and

Lastly, towards redemption of principal amount of the Debentures due and payable by the Company to the Debenture Holder(s)/Beneficial Owner(s).

If any amount whether redemption or interest, paid to the Debenture Holder(s) in respect of the Debentures is held to be void or set aside on the liquidation or winding up of the Company or otherwise, then for the purpose of this Deed such amount shall not be considered to have been paid.

10. DEBENTURE HOLDER(S)/BENEFICIAL OWNER(S) NOT ENTITLED TO SHAREHOLDERS RIGHTS

The Debenture Holder(s)/Beneficial Owner(s) will not be entitled to any of the rights and privileges available to the shareholders including right to receive notices or annual reports or to attend and vote at general meetings of the members of the Company.

Subject to Applicable Laws, the rights, privileges, terms and conditions attached to the Debentures may be varied, modified or abrogated with Special Resolution: provided that nothing in such consent

or resolution shall be operative against the Company where such consent or resolution modifies or varies the terms and conditions governing the Debentures and the same are not acceptable to the Company.

11. REPURCHASE AND RE-ISSUE OF DEBENTURES

Subject to Applicable Law, the Company will have the power exercisable at its absolute discretion from time to time to repurchase some or all the Debenture(s) at any time prior to the Final Redemption Date. The Debentures which are in dematerialized form, can be repurchased by the Company through its beneficiary demat account as per the norms prescribed by the Depository. This right does not construe a call option. In the event of the Debenture(s) being bought back, or redeemed before maturity in any circumstance whatsoever, the Company shall be deemed to always have the right, subject to the provisions of the Act, to re-issue such debentures either by re-issuing the same debenture(s) or by issuing other debentures in their place.

The Company may also, at its discretion, at any time purchase Debenture(s) at discount, at par or at premium in the open market. Such Debenture(s) may, at the option of Company, be cancelled, held or resold at such price and on such terms and conditions as the Company may deem fit and as permitted by law.

12. VARIATION OF DEBENTURE HOLDER(S)/BENEFICIAL OWNER(S) RIGHTS

The rights, privileges, terms and conditions attached to the Debentures may be varied, modified or abrogated with a Special Resolution Provided that nothing in such consent or resolution shall be operative against the Company where such consent or resolution modifies or varies the terms and conditions governing the Debentures and the same are not acceptable to the Company.



45476/CL/MUM/23-24/DEB/427
Date: February 21, 2024

360 ONE Prime Limited (formerly known as IIFL Wealth Prime Limited)
06th Floor, IIFL Centre, ,
Kamala Mills Compound,
Lower Parel,
Mumbai-400013, Maharashtra
India

Kind Attn: Mr. Niraj Murarka (COO)

Sub: Consent Letter to act as Debenture Trustee for Secured Listed Non-Convertible Debentures aggregating upto Rs. 1000.00 Crores

Dear Sir,

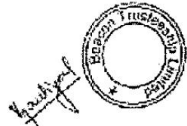
This is with reference to our discussion regarding appointment of Beacon Trusteeship Limited as Debenture Trustee for Secured Listed Non-Convertible Debentures aggregating to Rs. 1000.00 Crores

In this regards it would indeed be our pleasure to be associated with your esteemed organization as Debenture Trustee. In this connection, we confirm our acceptance to act as Debenture Trustee for the same.

We are also agreeable for inclusion of our name as trustees in the Company's offer document/disclosure document/ listing application/any other document to be filed with the Stock Exchange(s) or any other authority as required.

Looking forward to a long and fruitful association with your esteemed organization.

Yours faithfully
For Beacon Trusteeship Limited



Veena Nautiyal
Associate Director
Mumbai, February 21, 2024
Authorised Signatory

Accepted
For 360 ONE Prime Limited (formerly known as IIFL Wealth Prime Limited)



Authorised Signatory

BEACON TRUSTEESHIP LTD.

Regd & Corporate Office : 7A & B Siddhivinayak Chambers, Gandhi Nagar, Opp MIG Cricket Club, Bandra East (E),
Mumbai - 400051

CIN: U74999MH2015PLC271288

Phone : 022-26558759 | Email : contact@beacontrustee.co.in | Website : www.beacontrustee.co.in

Annexure D (Rating Letter and Rational)



ICRA Limited

CONFIDENTIAL

Ref: ICRA/360 ONE Prime Limited/23022024/1

Date: February 23, 2024

Mr. Niraj Murarka
Managing Partner
360 ONE Prime Limited
(Erstwhile IIFL Wealth Prime Limited)
IIFL Center, B Wing, Trade Centre
Kamala Mills Compound,
Off Senapati Bapat Marg,
Lower Parel,
Mumbai - 400013

Dear Sir,

Re: ICRA Credit Rating for Rs. 1,500 crore Non-Convertible Debenture (NCD) programme of 360 ONE Prime Limited (instrument details in Annexure)

Please refer to the Rating Agreement executed between ICRA Limited (“ICRA”) and your company for carrying out the rating of the NCD Programme. The Rating Committee of ICRA, after due consideration, has assigned a “[ICRA] AA” (pronounced as ICRA Double A) rating to the captioned NCD Programme. Instruments with this rating are considered to have high degree of safety regarding timely servicing of financial obligations. Such instruments carry very low credit risk. The outlook on the long-term rating is Stable.

In any of your publicity material or other document wherever you are using above rating, it should be stated as [ICRA]AA(stable).

We would request if you can provide your acceptance on the above Rating(s) by sending an email or signed attached acknowledgement to us latest by February 28, 2024 as acceptance on the assigned rating. In case you do not communicate your acceptance/non acceptance of the assigned credit rating, or do not appeal against the assigned rating by the aforesaid date, the rating will be treated by us as non accepted and shall be disclosed on ICRA’s website accordingly. This is in accordance with requirements prescribed by the Securities and Exchange Board of India (SEBI) vide SEBI circular dated January 6, 2023.

Any intimation by you about the above rating to any banker/lending agency/government authorities/stock exchange would constitute use of this rating by you and shall be deemed acceptance of the rating.

This rating is specific to the terms and conditions of the proposed issue as was indicated to us by you and any change in the terms or size of the issue would require the rating to be reviewed by us. If there is any change in the terms and conditions or size of the instrument rated, as above, the same must be brought to our notice before the issue of the instrument. If there is any such change after the rating is assigned by us and accepted by you, it would be subject to our review and may result in change in the rating assigned.

Electric Mansion, 3rd Floor
Appasaheb Marathe Marg
Prabhadevi, Mumbai-400025

Tel.: +91.22.61693300
CIN: L749999DL1991PLC042749

Website: www.icra.in
Email: info@icraindia.com
Helpdesk: +91 9354738909

Registered Office: B-710, Statesman House, 148, Barakhamba Road, New Delhi 110001. Tel.: +91.11.23357940-45

RATING

RESEARCH

INFORMATION



ICRA reserves the right to review and/ or, revise the above rating at any time on the basis of new information or unavailability of information or such other circumstances, which ICRA believes, may have an impact on the rating assigned to you.

The rating, as aforesaid, however, should not be treated as a recommendation to buy, sell or hold the instruments issued by you.

You are also requested to forthwith inform us about any default or delay in repayment of interest or principal amount of the instrument rated, as above, or any other debt instruments/ borrowing and keep us informed of any other developments which may have a direct or indirect impact on the debt servicing capability of the company including any proposal for re-schedulement or postponement of the repayment programmes of the dues/ debts of the company with any lender(s) / investor(s). Further, you are requested to inform us immediately as and when the borrowing limit for the instrument rated, as above, or as prescribed by the regulatory authority(ies) is exceeded.

We thank you for your kind cooperation extended during the course of the rating exercise. Please let us know if you need any clarification.

We look forward to further strengthening our existing relationship and assure you of our best services.

With kind regards,

Yours sincerely,

For ICRA Limited

ANIL
GUPTA
ANIL GUPTA
 Senior Vice President
anilg@icraindia.com

Digitally signed
 by ANIL GUPTA
 Date: 2024.02.23
 17:37:32 +05'30'



LIST OF ALL INSTRUMENT RATED (WITH AMOUNT OUTSTANDING)

Rated Instrument	Rated Amount (In Crores)	Amount Outstanding (In Crores)	Rating Action
NCD	1,500	-	[ICRA]AA (Stable); Assigned

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Annexure E
(Shareholder Resolution)

CERTIFIED TRUE COPY OF SPECIAL RESOLUTION PASSED BY MEMBERS OF 360 ONE PRIME LIMITED (FORMERLY KNOWN AS IIFL WEALTH PRIME LIMITED) (“THE COMPANY”) AT THE EXTRA-ORDINARY GENERAL MEETING OF THE COMPANY HELD ON FEBRUARY 28, 2020.

Approve the Increase In Borrowing Limits Of The Company:

“**RESOLVED THAT** in supersession of resolution(s) passed at the previous general meeting(s) of the Company, passed on July 19, 2018, on the matter and pursuant to the provisions of Section 180(1)(c) of the Companies Act, 2013 (“Act”) and other applicable provisions (including any statutory modification or re-enactment thereof) and the Articles of Association of the Company, consent of the members of the Company, be and is hereby accorded to borrow, by way of loans/ inter corporate deposits (ICDs), issue of commercial paper(s), debentures (comprising fully/ partly convertible debentures and/ or Non-Convertible Debentures or any other securities) or otherwise, in foreign currency or in Indian Rupees, from time to time, any sum(s) of money (including non-fund based banking facilities) as may be required for the purpose of the business of the Company, from bank(s), financial institution(s) and, or other person(s), firm(s), body corporate(s), whether in India or abroad, notwithstanding that the monies so borrowed together with the monies already borrowed (apart from temporary loans obtained from the Company's bankers in the ordinary course of business) may at any time exceed the aggregate of the paid up capital of the Company and its free reserves (reserves not set apart for any specific purpose) provided that the total amount that may be borrowed by the Board and outstanding at any point of time, shall not exceed the sum of INR 16000 Crore (Rupees Sixteen Thousand Crore only) and the Board (including the Finance Committee or any Committee(s) constituted thereof), be and is hereby authorized to decide all terms and conditions in relation to such borrowing, at their absolute discretion and to do all such acts, deeds and things and to execute all such documents, instruments and writings as may be required;

RESOLVED FURTHER THAT in supersession of resolution(s) passed at the previous board meeting(s) of the Company, if any, on the matter and pursuant to the provisions of Section 180(1)(a) of the Companies Act, 2013 (“Act”) and other applicable provisions, if any, of the Act and the Companies Act, 1956 (including any statutory modification or re-enactment thereof), the consent of the members of the Company, be and is hereby accorded to mortgage, hypothecate, pledge and / or charge, in addition to the mortgage, hypothecate, pledge and / or charge already created, in such form, manner and ranking and on such terms as the Board deems fit in the interest of the Company, on all or any of the movable and / or immovable properties of the Company (both present and future) and /or any other assets or properties, either tangible or intangible, of the Company and / or the whole or part of any of the undertaking of the Company together with or without the power to take over the management of the business or any undertaking of the Company in case of certain events of defaults, in favour of the Lender(s), Agent(s) and Trustee(s), for securing the borrowing availed or to be availed by the Company, by way of loans/ inter corporate deposits (ICDs), issue of commercial paper(s), debentures (comprising fully / partly Convertible Debentures and / or Non-Convertible Debentures or any other securities) or otherwise, in foreign currency or in Indian rupees, from time to time, up to the limits approved by the shareholders under Section 180(1)(c) of the Act (including any statutory modification or re-enactment thereof) along with interest, additional interest, accumulated interest, liquidated charges, commitment charges or costs, expenses and, or all other monies payable by the Company, including any increase as a result of devaluation / revaluation/ fluctuation in the rate of exchange, and the Board (including the Finance Committee or any other committee thereof) be and is hereby authorized to decide all terms and conditions in relation to such borrowing, at their absolute discretion and to do all such acts, deeds and things and to execute all such documents, instruments and writings as may be required;

RESOLVED FURTHER THAT any Director or the Company Secretary, be and are hereby severally authorised to submit the certified true copy of this resolution to any authority or person(s), as may be required in this connection.”

Certified true copy
For 360 ONE Prime Limited

(formerly Known as IIFL Wealth Prime Limited)

Sd/-

Amit Bhandari

Company Secretary

Membership No.: A25871

Annexure F (Shareholder Resolution)

CERTIFIED TRUE COPY OF SPECIAL RESOLUTION PASSED BY MEMBERS OF 360 ONE PRIME LIMITED (“THE COMPANY”) AT THE EXTRA- ORDINARY GENERAL MEETING OF THE COMPANY HELD ON JANUARY 30, 2023.

APPROVING THE OFFER OR INVITATION TO SUBSCRIBE TO NON-CONVERTIBLE DEBENTURES ON PRIVATE PLACEMENT FOR THE FINANCIAL YEAR 2023-24:

"**RESOLVED THAT** pursuant to the provisions of Section 42 and other applicable provisions, if any, of the Companies Act, 2013 and applicable Rules made thereunder and in accordance with the enabling provisions of the Memorandum and Articles of Association of the Company; and the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 as amended and subject to compliance with other applicable law, rules, directions issued by the government or any other regulatory authority, the consent of the Members of the Company be and is hereby accorded to the Board of Directors of the Company (hereinafter referred to as ‘the Board’ which term shall be deemed to include any Committee which the Board may have constituted or hereinafter constitute to exercise its powers including the powers conferred by this Resolution) to issue, offer and allot Secured/ Unsecured/ Listed/ Unlisted/ Rated/ Unrated/ Perpetual/ Subordinated/ Structured Products/ Market Linked/ Principal Protected/ Fixed Maturity Non-convertible Debentures of the Company for proposed offer, invitation and issue aggregating upto Rs. 5,000 Crore (INR Five Thousand Crore only) on private placement basis in one or more tranches, during the financial year 2023-24 and on such terms and conditions as may be determined by the Board (including the Resource Raising Committee or any other Committee thereof), from time to time determine and consider proper and more beneficial to the Company including, without limitation, as to when the said Debentures are to be issued, the consideration for the issue, mode of payment, coupon rate, redemption period, utilization of the issue proceeds and all matters connected therewith or incidental thereto and to select, appoint or change and finalize the remuneration and other applicable terms and conditions of various agencies, including but not limited to credit rating agencies, trustee, legal counsels, arrangers and any other agency(ies) associated with the issue of secured / unsecured redeemable non-convertible debentures.;

FURTHER RESOLVED THAT for the purpose of creating, offering, issuing and allotting the Non-convertible Debentures, the Board (including the Resource Raising Committee or any other Committee thereof), be and is hereby authorized on behalf of the Company to do all such acts, deeds, matters and things, as it may, in its absolute discretion, deem necessary or expedient in the interest of the Company and with power on behalf of the Company to determine the terms and conditions of the issue of the Non-convertible Debentures, settle all the questions, difficulties or doubts that may arise in this regard without requiring the Board to secure any further consent or approval of the Members of the Company."

Certified true copy

For 360 ONE Prime Limited

(formerly Known as IIFL Wealth Prime Limited)

Sd/-

Amit Bhandari

Company Secretary

Membership No.: A25871

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Annexure G Resource Raising Committee Resolution

CERTIFIED TRUE COPY OF RESOLUTION PASSED AT THE MEETING OF RESOURCE RAISING COMMITTEE OF 360 ONE PRIME LIMITED (FORMERLY KNOWN AS IIFL WEALTH PRIME LIMITED) HELD ON FEBRUARY 27, 2024

Approving Offer of Secured, Rated, Listed, Redeemable, Non-Convertible Debentures on private placement basis:

“RESOLVED THAT pursuant to the provisions of Section 42 and other applicable provisions, if any, of the Companies Act, 2013 and applicable Rules made thereunder and in accordance with the enabling board and shareholders resolution(s) and provisions of the Memorandum and Articles of Association of the Company and the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 and the SEBI Operational Circular For Issue And Listing Of Non-Convertible Securities, Securitised Debt Instruments, Security Receipts, Municipal Debt Securities And Commercial Paper dated August 10, 2021, as amended from time to time, and subject to compliance with the other applicable law, rules, directions issued by the Reserve Bank of India, the Government or any Regulator or Authority, in this regard, the approval of the Committee be and is hereby accorded to offer and issue the Secured, Rated, Listed, Redeemable, Non-Convertible Debentures (“Debentures”) base issue aggregating upto INR 600 Crore (INR Six Hundred Crore only) on private placement basis in one or more tranches;

RESOLVED FURTHER THAT the Committee be and hereby approves the Shelf Information Memorandum, as per the draft placed before the Committee in relation to the offer and issue of the Debentures of base issue Upto INR 600 Crore (Six Hundred Crore) on private placement basis in one or more tranches;

RESOLVED FURTHER THAT any Director/ Chief Executive Officer, Company Secretary / Compliance officer, Mr. Niraj Murarka-Chief Investment Officer, Mr. Sanjay Wadhwa-Chief Financial Officer, Ms. Charu Kalita- Senior Executive Vice President – Treasury, Mr. Jay Gandhi – Sr. Vice President - Treasury and Mr. Rakesh Chandnani-Executive Vice President, Operations of the Company, be and are hereby severally authorized for and on behalf of the Company to update / change Shelf Information Memorandum, to enter into and execute all such agreements/ arrangements including but not limited to the application to stock exchange(s) to seek in-principle approval, and to appoint such intermediaries/ agencies, Arrangers, as may be required and, or concerned, including the payment of commission, brokerage, fees, etc. as they may deem fit, in connection with the offer and issue of Debentures of base issue upto INR 600 Crore;

RESOLVED FURTHER THAT any Director and/ or the Company Secretary and/ or Compliance Officer and/or any of the Authorised Officials of the Company as named above be and are hereby severally authorized to submit a certified true copy of this resolution to such persons/ entities as may be deemed fit for the purpose of giving effect to this resolution.”

For 360 ONE Prime Limited

(Formerly known as IIFL Wealth Prime Limited)

Sd/-

Amit Bhandari

Company Secretary & Compliance Officer

Membership No. A25871

Annexure H

For Related Party Transaction, please refer financial statement for last three years as enclosed with the said Information Memorandum.

Annexure I Due Diligence Certificate



DUE DILIGENCE CERTIFICATE-ANNEXURE A
(Pursuant to Regulation 44(3)(a) of Securities and Exchange Board of India (Issue and Listing of Non- Convertible Securities) Regulations, 2022

Ref No: BTL/OPR/2023-24/47509

Date: 28th February 2024

To,
BSE Limited
25th Floor, P. J.
Towers,
Dalal Street, Mumbai -400001

SUB.: ISSUE OF LISTED RATED SECURED REDEEMABLE NON-CONVERTIBLE DEBENTURES HAVING FACE VALUE OF RS. 1,00,000/- (“DEBENTURES” or “NCDs”) EACH AGGREGATING UPTO RS. 600 CRORES BY WAY OF PRIVATE PLACEMENT BY 360 ONE PRIME LIMITED (FORMERLY KNOWN AS IIFL WEALTH PRIME LIMITED)

Dear Sir / Madam,


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

- (1) We have examined documents pertaining to the said issue and other such relevant documents.
- (2) On the basis of such examination and of the discussions with the issuer, its directors and other officers, other agencies and of independent verification of the various relevant documents,

WE CONFIRM that:

- (a) The issuer has made adequate provisions for and/or has taken steps to provide for adequate security for the debt securities to be issued.
- (b) The issuer has obtained the permissions / consents necessary for creating security on the said property (ies).
- (c) The issuer has made all the relevant disclosures about the security and also its continued obligations towards the holders of debt securities.
- (d) All disclosures made in the offer document with respect to the debt securities are true, fair and adequate to enable the investors to make a well-informed decision as to the investment in the proposed issue.

For Beacon Trusteeship Limited


Pratibha Tripathi
Company Secretary



Place: Mumbai

BEACON TRUSTEESHIP LIMITED

Registered Office & Corporate Office : 7A & B, Siddhivinayak Chambers, Gandhi Nagar, Opp. MIG Cricket Club, Bandra (E), Mumbai - 400 051

Phone : +91 95554 49955 Email : contact@beacontrustee.co.in

Website : www.beacontrustee.co.in CIN : U74999MH2015PLC271288

Mumbai | Bengaluru | Ahmedabad | Pune | Kolkata | Chandigarh | Shimla (HP) | Patna | Delhi | Jaipur | Chennai | GIFT IFSC | Bhopal | Indore | Kochi | Nagpur | Bhubaneswar | Thiruvananthapuram | Lucknow | Hyderabad



DUE DILIGENCE CERTIFICATE – ANNEXURE A
(Pursuant to SEBI Master Circular SEBI/HO/DDHS-PoDI/P/CIR/2023/109 dated March 31, 2023)

Ref No: BTL/OPR/2023-24/47508

Date: 28th February 2024

To,
BSE Limited
25th Floor, P. J.
Towers,
Dalal Street, Mumbai -400001

SUB.: ISSUE OF LISTED RATED SECURED REDEEMABLE NON-CONVERTIBLE DEBENTURES HAVING FACE VALUE OF RS. 1,00,000/- (“DEBENTURES” or “NCDs”) EACH AGGREGATING UPTO RS. 600 CRORES BY WAY OF PRIVATE PLACEMENT BY 360 ONE PRIME LIMITED (FORMERLY KNOWN AS IIFL WEALTH PRIME LIMITED)

We, the debenture trustee(s) to the above-mentioned forthcoming issue state as follows:

- 1) We have examined documents pertaining to the said issue and other such relevant documents, reports and certifications.
- 2) On the basis of such examination and of the discussions with the Issuer, its directors and other officers, other agencies and on independent verification of the various relevant documents, reports and certifications:

WE CONFIRM that:

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



BEACON TRUSTEESHIP LIMITED

Registered Office & Corporate Office : 7A & B, Siddhivinayak Chambers, Gandhi Nagar, Opp. MIG Cricket Club, Bandra (E), Mumbai - 400 051

Phone : +91 95554 49955 Email : contact@beacontrustee.co.in

Website : www.beacontrustee.co.in CIN : U74999MH2015PLC271288

Mumbai | Bengaluru | Ahmedabad | Pune | Kolkata | Chandigarh | Shimla (HP) | Patna | Delhi | Jaipur | Chennai | GIFT IFSC | Bhopal | Indore | Kochi | Nagpur | Bhubaneswar | Thiruvananthapuram | Lucknow | Hyderabad



- g) All disclosures made in the draft offer document or private placement memorandum/ information memorandum with respect to the debt securities are true, fair and adequate to enable the investors to make a well-informed decision as to the investment in the proposed issue.

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

For Beacon Trusteeship Limited

Pratibha

Pratibha Tripathi
Company Secretary



Place: Mumbai

Annexure J
APPLICATION FORM

DEBENTURE SERIES APPLICATION FORM SERIAL NO.	
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DEBENTURES APPLIED FOR:

(Minimum Application of ____ Debenture and in multiples of _____ thereafter)

1) Product Code - _____
 Number of Debentures _____ In words _____
 Nominal Amount _____ In words Rupees _____
 Premium _____ In words Rupees _____

(Minimum Application of ____ Debenture and in multiples of _____ thereafter)

2) Product Code - _____
 Number of Debentures _____ In words _____
 Nominal Amount _____ In words Rupees _____
 Premium _____ In words Rupees _____

DETAILS OF PAYMENT*:

Date of Cheque / RTGS / NEFT Bank Name and Address of Branch on which Cheque is drawn or Electronic Fund Transfer (RTGS/ NEFT) is made:

Cheque / NEFT Number / UTR Number: _____
 Bank Account Number: _____ MICR Code: _____
 Total Amount (in Figures) _____
 Total Amount (in words) _____

**Note: The Application Form must be accompanied with the Cheque/ or the UTR confirmation. The details of the bank account to which Electronic Fund Transfer needs to be made are provided in the Instructions.*

***FIRST/SOLE APPLICANT’S NAME IN FULL (CAPITALS)**

***FATHER’S NAME IN FULL (CAPITALS)**

***OCCUPATION-** _____ ***NATIONALITY-** _____

***PAN -** _____ **IT CIRCLE/WARD/DISTRICT -** _____

(note: fields marked (*) are mandatory)

SECOND APPLICANT’S NAME IN FULL (CAPITALS)

PAN - _____ **IT CIRCLE/WARD/DISTRICT -** _____

THIRD APPLICANT’S NAME IN FULL (CAPITALS)

PAN - _____ **IT CIRCLE/WARD/DISTRICT -** _____

FIRST/SOLE APPLICANT'S ADDRESS

ADDRESS																				
STREET																				
CITY																				
PIN																				
PHONE																				
FAX																				
E-mail																				

Investor Category Code (please refer instructions: _____)

CATEGORY – I ()
(i.e. where subscription is less than INR 1,00,00,000)

CATEGORY – II ()
(i.e. where subscription is INR 1,00,00,000 or more)

RESIDENTIAL STATUS INDIAN () NON INDIAN ()

TAX RESIDENTIAL STATUS RESIDENT () NON-RESIDENT ()

TAX STATUS NON EXEMPT () EXEMPT () (IF EXEMPT PLEASE SPECIFY) _____

(IF EXEMPT, PLEASE PROVIDE SUPPORTING DOCUMENTS ISSUED BY THE INCOME TAX AUTHORITIES/ DEPARTMENT)

I/We the undersigned, want to hold the Debentures of the Company in the dematerialised form. Details of my/our Beneficiary Account are given below:

DEPOSITORY NAME	NSDL ()	CDSL ()
DEPOSITORY PARTICIPANT NAME		
DP-ID		
BENEFICIARY ACCOUNT NUMBER		

I/We confirm that I/we are not a Non-Resident Indian and/or an Overseas Corporate Body or a Foreign Institutional Investor. I/We request you to please place our name(s) on the Register of Debenture Holders. I/We confirm that unless expressly set out in the Application Form, I/We are applying to the Debentures as Investors and not as distributors.

I/We hereby confirm that I/we have reviewed, read and understood the terms and conditions contained in the Offer Document, issue of debentures, including the payoff calculation, the Early Redemption Option and the liquidity risks and found the same acceptable for the investment. I/ We hereby confirm that we have been explained the nature of these Debentures and I/ we understand the nature of the risks inherent in an investment in these Debentures. I/We agree to abide by the terms, conditions, rules and regulations governing the Debentures applied for and bind ourselves to these Terms and Conditions and wish to apply for issue and allotment of these Debentures. I/ We hereby declare that the amount invested in the Debentures is through legitimate sources only and does not involve and is not designed for the purpose of the contravention of any Act, Rules, Regulations, Notifications or Directions of the provisions of the Income Tax, Anti Money Laundering Laws, Anti Corruption Laws or any other applicable laws enacted by the government of India from time to time.

I/ We hereby declare that all the particulars given herein are true, correct and complete to the best of my/ our knowledge and belief. I further agree not to hold the Issuer or their employees liable for any consequences in case of any of the above particulars being false, incorrect or incomplete. I/ We hereby undertake to promptly inform of any changes to the information provided hereinabove and agree and accept that the Issuer is not liable or responsible for any losses, costs, damages arising out of any actions undertaken or activities performed by them on the basis of the information provided by me/ us as also due to my/ us not intimating/ delay in intimating such charges.

I/We confirm that I/we are aware that the Distributor (if any) has been or will be remunerated by the Company as per the arrangement with the Company for the distribution of the Debentures.

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

I / We understand that we are assuming on our own account, all risk of loss that may occur or be suffered by us including as to the principal, returns on and/or the sale value of the Debentures and shall not look directly or indirectly to the Issuer (or to any person acting on its or their behalf) to indemnify or otherwise hold us harmless in respect of any such loss and/or damage. I / We confirm that we are aware that, as returns on the Debentures are structured and linked to the Reference Index, we may receive negligible returns, not receive any returns at all or receive negative returns and as a result at any time during the life of the Debentures till the Final Valuation Date the value of the Debentures may be substantially less than its redemption value. **I /We understand that the Issuer may communicate to or intimate me / us only by e-mail or facsimile message and I / we undertake to accept the same as a valid communication or intimation as if such communication or intimation had been otherwise hand delivered or delivered by registered post or courier.** I / We undertake that upon sale or transfer to subsequent investor or transferee (“Transferee”), I / We shall convey all the terms and conditions contained herein and in this Offer Document (including the fact that these Debentures cannot be sold to a Non-Resident Indian and/or an Overseas Corporate Body) to such Transferee. I / We undertake that we shall not sell or transfer the Debentures to a Non-Resident Indian and/or an Overseas Corporate Body. In the event of any Transferee (including any intermediate or final holder of the Debentures) suing the Issuer (or any person acting on its or their behalf) we shall indemnify the Issuer (and all such persons acting on its or their behalf) and also hold the Issuer and each of such person harmless in respect of any claim by any Transferee.

TO BE FILLED IN ONLY IF THE APPLICANT IS AN INSTITUTION / COMPANY / BODY CORPORATE (INCLUDING SOCIETY)

Name of the Authorised Signatory (ies)	Designation	Signature

#Sole/First Applicant's

Second Applicant's

Third Applicant's

Signature

Signature

Signature

Date: _____

#In case of corporate/HUF/partnership, authorized signatories with stamp is required.

FOR OFFICE USE ONLY

DATE OF RECEIPT _____ DATE OF CLEARANCE _____

(Note: Cheque(s) are subject to realisation)

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

360 ONE PRIME LIMITED - ACKNOWLEDGMENT SLIP

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

Received from _____

Product Code: _____
No. of NCDs Applied: _____ Amount Paid (Rs.): _____
Mode of Payment & Cheque No./ UTR No. _____ dated _____ Drawn on _____

IIFL Wealth Prime Limited (Email: debtors@360.one / thirdpartyproducts@360.one)

Regd. Office.: 360 ONE Centre, Kamala City, Lower Parel, Mumbai – 400 013

Debenture Trustee Name: Beacon Trusteeship Limited

INSTRUCTIONS

1. The Application form would be accepted as per the terms of Debentures on a private placement basis. Applicants are requested to refer the Term Sheet/ Information Memorandum in general and “Who Can Apply and How to Apply” in particular as stated in the Term Sheet/ Information Memorandum. Investors are hereby required to ascertain their eligibility to apply in the Issue.
2. Application forms must be completed in full in BLOCK LETTERS IN ENGLISH. A blank space must be left between two or more parts of the name.
3. Signatures should be made in a language specified in the Eight Schedule to the Constitution of India. Thumb impressions and Signature other than in a language specified in the Eight Schedule to the Constitution of India must be attested by an a Magistrate/Notary Public or a Special Executive Magistrate under official seal.
4. The various categories of investors eligible to apply along with their category codes are as given below:

1	Individual*	8	Insurance Company
2	Hindu Undivided Family	9	Private Trust/ Public Charitable Trust
3	Partnership firm, through its Partner(s)	10	Societies registered under the Societies Registration Act, 1860
4	Limited Liability Partnership firm	11	Alternative Investment Fund
5	Scheduled Commercial Bank/ Cooperative Bank/ Regional Rural Bank	12	Portfolio Managers registered with SEBI
6	Mutual Funds	13	Applications under Power of Attorney/Relevant Authority
7	Company, Body Corporate, Statutory Corporation	14	Any other eligible investor permitted to make investments in securities

***NOTE:** A guardian may apply on behalf of a minor. However application by minors must contain the names of both the minor applicant and the guardian. Applicant shall ensure that guardian is competent to contact under the Indian Contract Act, 1872.

5. Application forms duly completed in all respect and signed must be sent to the Registered Office of the Company as stated in the Application form.
6. Application Forms must be accompanied by either a Cheque, drawn and be made payable in favour of "IIFL Wealth Finance Limited" and crossed "Account Payee only" or with UTR confirmation for payment made. Cheques/ Drafts may be drawn on any bank, including a co-operative bank and shall be payable at Mumbai/Payable –at –Par Cheques. Outstation Cheques, Money Orders or Postal Orders /Cash will not be accepted.
7. RTGS/NEFT can be made at the following Designated Bank Accounts:

Name of Bank	ICICI BANK
IFSC Code	ICIC0000106
Account number	ICCLEB
Name of beneficiary	INDIAN CLEARING CORPORATION LTD
Mode	NEFT/RTGS

Name of Bank	YES Bank
IFSC Code	YESB0CMSNOC
Account number	ICCLEB
Name of beneficiary	INDIAN CLEARING CORPORATION LTD
Mode	NEFT/RTGS

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Name of Bank	HDFC Bank
IFSC Code	HDFC0000060
Account number	ICCLEB
Name of beneficiary	INDIAN CLEARING CORPORATION LTD
Mode	NEFT/RTGS

8. Receipt of applications will be acknowledged by the Company in the “Acknowledgement Slip”. It is the responsibility of the Investors to ensure that their applications along with payment confirmation are received by the Company prior to closure of the Issue.
9. Applications not accompanied by the required documents are liable to be rejected. The Company will not be responsible for any loss.
10. **Section 38 of the Companies Act, 2013 - Punishment for personation for acquisition, etc., of securities.**—(1) Any person who—
 - (a) makes or abets making of an application in a fictitious name to a company for acquiring, or subscribing for, its securities; or
 - (b) makes or abets making of multiple applications to a company in different names or in different combinations of his name or surname for acquiring or subscribing for its securities; or
 - (c) otherwise induces directly or indirectly a company to allot, or register any transfer of, securities to him, or to any other person in a fictitious name, shall be liable for action under section 447.