

No.: 01/23-24

**GENERAL INFORMATION DOCUMENT****MUTHOOTTU MINI FINANCIERS LIMITED (“Issuer” / “Company”)**

A public limited company incorporated under the Companies Act, 1956

**General Information Document for issue of Debentures on a private placement basis****Dated:** November 7, 2023

**Issue of non-convertible debentures (senior, secured, rated, listed, taxable, redeemable, transferable (or any others (as may be determined)) denominated in Indian Rupees ("INR"), having a face value of INR 1,00,000 (One Lakh) each ("Debentures") on a private placement basis.**

**PERIOD OF VALIDITY OF THIS GENERAL INFORMATION DOCUMENT**

This General Information Document shall be valid for a period of 1 (one) year from the date of opening of the first offer of Debentures made under this General Information Document.

**OFFER OF DEBENTURES UNDER KEY INFORMATION DOCUMENT**




In respect of each offer of Debentures during the period of validity of this General Information Document, the Issuer shall file a Key Information Document for each such offer of Debentures, with the Stock Exchange.





**DISCLOSURES AS PER SEBI DEBT LISTING REGULATIONS:**

*\*\* Please refer pages 1-5 for all information required to be placed on the front page of a general information document as per Schedule I of the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, as amended by the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) (Second Amendment) Regulations, 2023.*

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

S.no	Particulars	Relevant Disclosure
1.	<b>Corporate Identity Number of the Issuer:</b>	U65910KL1998PLC012154
2.	<b>Permanent Account Number of the Issuer:</b>	AABCM5994M
3.	<b>Date and place of Incorporation of the Issuer:</b>	Date of incorporation: March 18, 1998 Place of incorporation: Kerala, India

4.	<b>Latest registration / identification number issued by any regulatory authority which regulates the Issuer (in this case the RBI):</b>	N-16.00175
5.	<b>Registered Office address of the Issuer:</b>	65/623k, Muthoottu Royal Towers, Kaloor, Ernakulam, Kochi, Kerala, India, 682017
6.	<b>Corporate Office address of the Issuer:</b>	65/623k, Muthoottu Royal Towers, Kaloor, Ernakulam, Kochi, Kerala, India, 682017
7.	<b>Telephone No of the Issuer:</b>	0484-2912178
8.	<b>Website address of the Issuer:</b>	<a href="https://www.muthoottumini.com/">https://www.muthoottumini.com/</a>
9.	<b>Email address of the Issuer:</b>	ks.smitha@muthoottumini.com
10.	<b>Details of Compliance officer of the Issuer:</b>	Name: Smitha KS Telephone Number: 0484-2912178 Email address: ks.smitha@muthoottumini.com
11.	<b>Details of Company Secretary of the Issuer:</b>	Name: Smitha KS Telephone Number: 0484-2912178 Email address: ks.smitha@muthoottumini.com
12.	<b>Details of Chief Financial Officer of the Issuer:</b>	Name: Ann Mary George Telephone Number: 0484-2912107 Email address: annmary@muthoottu.com
13.	<b>Details of Promoters of the Issuer:</b>	Name: Mathew Muthoottu Telephone Number: 0484-2912112 Email address: mathew@muthoottu.com  Name: Nizzy Mathew Telephone Number: 0484-29121102 Email address: nizzy@muthoottumini.com
14.	<b>Details of debenture trustee for the Issue:</b>	Name: MITCON Credentia Trusteeship Services Limited (Formerly known as MITCON Trusteeship Services Limited) Address: 1402/1403, B-Wing, 14 <sup>th</sup> Floor, Dalamal Towers, Free Press Journal Marg, 211, Nariman Point, Mumbai – 400021, Maharashtra, India  Logo:  Telephone Number: +91 22 2282 8200 Email address: trusteeinvestors@mitconindia.com Contact person: Vaishali Urkude
15.	<b>Details of lead manager(s) (applicable in case of public issue):</b>	Not applicable as the Debentures under this General Information Document are being issued on a private placement basis.
16.	<b>Details of statutory auditors of the Issuer:</b>	Name: Ramdas and Venugopal Address: No.7A Green Park, Near Daya Hospital Thiruvambady Po, Thrissur, Kerala- 680022  Logo: 

		<p>Telephone Number: 0487-2321246</p> <p>Email address: randvtcr@yahoo.co.in</p> <p>Contact Person: Silpa Ramdas</p>
17.	<b>Details of credit rating agency:</b>	<p>Name: <b>CARE RATINGS LIMITED</b> (Formerly known as Credit Analysis &amp; Research Limited)</p> <p>Address: Unit No O-509/C, Spencer Plaza, 5<sup>th</sup> Floor, No. 769, Anna Salai, Chennai – 600 002</p>  <p>Logo: </p> <p>Telephone Number: 044 28490811/13/76</p> <p>Email address: ravi.s@careedge.in</p> <p>Contact person: Ravi Shankar R</p>
18.	<b>A disclosure that a copy of the issue document has been delivered for filing to the Registrar of Companies as required under sub-section (4) of Section 26 of Companies Act, 2013 (18 of 2013)</b>	Not applicable as the Debentures under this General Information Document are being issued on private placement basis under Section 42 of Companies Act, 2013.
19.	<b>Date of this general information document:</b>	November 7, 2023
20.	<b>Type of Issue Document:</b>	<p>This General Information Document is being issued in relation to the private placement basis of the Debentures.</p> <p>The Issuer will issue a separate key information document ("<b>KID</b>" or "<b>Key Information Document</b>") for each issuance of Debentures pursuant to this General Information Document.</p>
21.	<b>The nature, number, price and amount of securities offered and issue size (base issue or green shoe), as may be applicable:</b>	As set out in the relevant Key Information Document for the relevant issuance of Debentures.
22.	<b>The aggregate amount proposed to be raised through all the stages of offers of non-convertible securities made through the shelf prospectus under section 31 of the Companies Act, 2013 (18 of 2013) (applicable in case of public issue):</b>	Not applicable as the Debentures under this General Information Document are being issued on private placement basis under Section 42 of Companies Act, 2013.
23.	<b>Details of Registrar to the Issue:</b>	<p>Name: Link Intime India Private Limited</p> <p>Address: C-101, 1<sup>st</sup> Floor, 247 Park L.B.S. Marg, Vikhroli West Mumbai – 400 083, Maharashtra, India</p>  <p>Logo: </p> <p>Telephone Number: 022 4918 6200</p> <p>Fax number: 022 4918 6060</p> <p>Website: www.linkintime.co.in</p> <p>Email address: mumbai@linkintime.co.in</p>

24.	<b>Issue Schedule</b>	<p><b>Date of opening of the Issue:</b> To be set out in the relevant Key Information Document for the relevant issuance of Debentures.</p> <p><b>Date of closing of the Issue:</b> To be set out in the relevant Key Information Document for the relevant issuance of Debentures.</p> <p><b>Date of earliest closing of the Issue (if any):</b> To be set out in the relevant Key Information Document for the relevant issuance of Debentures.</p>
25.	<b>The credit rating (cross reference of press release to be provided) of the Issue along with all the ratings obtained by the Issuer for the Issue:</b>	<p>The Rating Agency has vide its letter dated July 3, 2023, rating rationale dated July 7, 2023 assigned a rating of “CARE A-/ Stable” (pronounced as “CARE A minus with a Stable outlook”) in respect of the Debentures. The abovementioned rating(s) has been further revalidated as CARE A-/Stable vide letter dated October 25, 2023. Please refer to <b>Annexure II</b> of this General Information Document for the letters dated July 3, 2023 and October 25, 2023 and rating rationale dated July 7, 2023 from the Rating Agency assigning the credit rating abovementioned and the press release by the Rating Agency in this respect.</p> <p>Any further or additional other ratings obtained shall be disclosed in the relevant Key Information Document for the relevant issuance of Debentures.</p>
26.	<b>The name(s) of the stock exchanges where the securities are proposed to be listed:</b>	The Debentures are proposed to be listed on the wholesale debt market of the BSE Limited.
27.	<b>The details of eligible investors (applicable in case of private placement):</b>	Please refer to Section 8.14 ( <i>Eligible Investors</i> ) below.
28.	<b>Coupon/dividend rate, coupon/dividend payment frequency, redemption date, redemption amount and details of debenture trustee</b>	<p>Please refer to Section 5.38 (<i>Summary Terms</i>) of this General Information Document for the coupon rate, the coupon payment frequency, the redemption date and redemption amount in respect of the Debentures.</p> <p>The details of Debenture Trustee are provided under S. No. 14 above.</p> <p>Please also refer the relevant Key Information Document for the relevant issuance of Debentures.</p>
29.	<b>Details about underwriting of the issue including the amount undertaken to be underwritten by the underwriters:</b>	Not applicable.
30.	<b>Inclusion of a compliance clause in relation to electronic book mechanism and details pertaining to the uploading the general information document on the Electronic Book Provider Platform (applicable in case of private placement).</b>	Please refer Section 8.9 ( <i>Issue Procedure</i> ) below

31.	<b>Specific declaration requested by BSE: non-equity regulatory capital</b>	This issue of Debentures does not form part of non-equity regulatory capital mentioned under Chapter V of the SEBI ILNCS Regulations. The face value of each Debenture is INR 1,00,000 (Indian Rupees One Lakh).
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#### Background

This General Information Document (as defined below) is related to the Debentures to be issued by Muthoottu Mini Financiers Limited (the “**Issuer**” or “**Company**”) on a private placement basis and contains relevant information and disclosures required for the purpose of issuing of the Debentures. The issue of the Debentures described under this General Information Document has been authorised by the Issuer through the resolutions passed by the shareholders of the Issuer on December 14, 2022 and the Board of Directors of the Issuer on June 10, 2023 and the Memorandum and Articles of Association of the Company. Pursuant to the resolution passed by the Company’s shareholders dated December 14, 2022 in accordance with provisions of the Companies Act, 2013, the Company has been authorised to raise funds, by way of issuance of non-convertible debentures/other borrowings, upon such terms and conditions as the Board may think fit for aggregate amounts not exceeding INR 5000,00,00,000 (Indian Rupees Five Thousand Crore). The present issue of Debentures in terms of this General Information Document is within the overall powers of the Board as per the above shareholder resolution(s). For each specific offer/issue of Debentures, the Issuer shall obtain appropriate authorisations from the Board of Directors and/or any relevant committee of the Issuer.

#### Issuer’s Absolute Responsibility

**The Issuer, having made all reasonable inquiries, accepts responsibility for and confirms that this General Information Document 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 General Information Document is true and correct in all material aspects and is not misleading, that the opinions and intentions expressed herein are honestly stated and that there are no other facts, the omission of which make this document as a whole or any of such information or the expression of any such opinions or intentions misleading.**

#### Issue Schedule

Particulars	Date
Issue Opening Date	As set out in the relevant Key Information Document for the relevant issuance of Debentures
Issue Closing Date	As set out in the relevant Key Information Document for the relevant issuance of Debentures
Pay In Date	As set out in the relevant Key Information Document for the relevant issuance of Debentures
Deemed Date of Allotment	As set out in the relevant Key Information Document for the relevant issuance of Debentures

**DISCLAIMERS**

- This General Information Document contains no unsubstantiated forward-looking statements. To the extent there are any unsubstantiated forward-looking statements under this General Information Document, such statements shall be considered to be null and void.
- This issue document does not include any statement purporting to be made by an expert other than if the expert is a person who is not, and has not been, engaged or interested in the formation or promotion or management, of the Issuer and has given their written consent to this issue of this General Information Document and has not withdrawn such consent before the delivery of a copy of this General Information Document to the Registrar (as applicable) for registration.

**TABLE OF CONTENTS**

SECTION 1:	DEFINITIONS AND ABBREVIATIONS	8
SECTION 2:	NOTICE TO INVESTORS AND DISCLAIMERS	15
SECTION 3:	RISK FACTORS	20
SECTION 4:	FINANCIAL STATEMENTS	30
SECTION 5:	REGULATORY DISCLOSURES	31
SECTION 6:	DISCLOSURES PERTAINING TO WILFUL DEFAULT	136
SECTION 7:	TRANSACTION DOCUMENTS AND KEY TERMS	137
SECTION 8:	OTHER INFORMATION AND APPLICATION PROCESS	139
SECTION 9:	UNDERTAKING	149
SECTION 10:	DECLARATION BY THE DIRECTORS	154
ANNEXURE I:	TERM SHEET	156
ANNEXURE II:	RATING LETTER, RATING RATIONALE AND DETAILED PRESS RELEASE FROM THE RATING AGENCY	157
ANNEXURE III:	CONSENT LETTER FROM THE DEBENTURE TRUSTEE	158
ANNEXURE IV:	AUDITED FINANCIAL STATEMENTS	160
ANNEXURE V:	APPLICATION FORM	161
ANNEXURE VI:	ILLUSTRATION OF BOND CASH FLOWS	161
ANNEXURE VII:	DUE DILIGENCE CERTIFICATES	162
ANNEXURE VIII:	TERMS AND CONDITIONS OF DEBENTURE TRUSTEE AGREEMENT	162
ANNEXURE IX:	IN-PRINCIPLE APPROVAL RECEIVED FROM BSE	164
ANNEXURE X:	LENDING POLICY	162
ANNEXURE XI:	ALM STATEMENTS	168
ANNEXURE XII:	RELATED PARTY TRANSACTIONS	168
ANNEXURE XIII:	BOARD RESOLUTIONS	169
ANNEXURE XIV:	SHAREHOLDERS RESOLUTION	176

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## SECTION 1: DEFINITIONS AND ABBREVIATIONS

Unless the context otherwise indicates or requires, the following terms shall have the meanings given below in this General Information Document.

Act or Companies Act	means the Companies Act, 2013, and shall include any re-enactment, amendment or modification of the Companies Act, 2013, as in effect from time to time.
Allot/Allotment/Allotted	means the allotment of any Debentures pursuant to the Debt Disclosure Documents.
Applicable Law	means all applicable statutes, enactments or acts of any legislative body in India, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any Governmental Authority and any modifications or re-enactments thereof.
Applicant	means, in respect of any series of Debentures issued pursuant to this General Information Document and the relevant Key Information Document for the relevant issuance of Debentures, a person who has submitted a completed Application Form to the Issuer, and " <b>Applicants</b> " shall be construed accordingly.
Application Form	means, in respect of any series of Debentures issued pursuant to this General Information Document and the relevant Key Information Document for the relevant issuance of Debentures, the form used by the recipient of the relevant Key Information Document, to apply for subscription to the Debentures offered pursuant to such Key Information Document, which is in the form annexed to the relevant Key Information Document.
Application Money	means, in respect of any series of Debentures issued pursuant to this General Information Document and the relevant Key Information Document for the relevant issuance of Debentures, the subscription amounts paid by the Applicant at the time of submitting the Application Form.
Beneficial Owners	means, in respect of any series of Debentures issued pursuant to this General Information Document and the relevant Key Information Document for the relevant issuance of Debentures, the holders of the Debentures in dematerialised form whose names are recorded as such with the Depository(ies) in the Register of Beneficial Owners, and " <b>Beneficial Owner</b> " shall be construed accordingly.
Board / Board of Directors	means the Board of Directors of the Issuer.
BSE	means BSE Limited.
Business Day	means any day, (other than a Sunday or a public holiday under Section 25 of the Negotiable Instruments Act, 1881) on which the commercial banks are open for business in Mumbai, India and Chennai, India. For the purpose of this definition, in respect of: <ul style="list-style-type: none"> <li>(a) <u>Announcement of issue period</u>: Business Day shall mean all days, excluding Saturdays, Sundays and public holidays, on which commercial banks in Mumbai, India and Chennai, India are open for business.</li> <li>(b) <u>The time period between the Issue Closing Date and the listing of the Debentures on the BSE</u>: Business Day shall</li> </ul>



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	mean all trading days of the stock exchanges for non-convertible securities, excluding Saturdays, Sundays and bank holidays, as specified by SEBI.
CDSL	means the Central Depository Services (India) Limited.
CERSAI	means the Central Registry of Securitisation Asset Reconstruction and Security Interest of India.
Client Loan	means each loan disbursed by the Issuer as a lender, and "Client Loans" shall be construed accordingly.
Company/Issuer	Muthoottu Mini Financiers Limited, a company incorporated under the Companies Act, 1956 having corporate identification number U65910KL1998PLC012154 and registered as a non-banking financial company with the Reserve Bank of India, having its registered office at 65/623k, Muthoottu Royal Towers, Kaloor, Ernakulam, Kochi, Kerala - 682017, India.
Crore	means ten million
Debenture Holders / Investors	means, in respect of any series of Debentures issued pursuant to this General Information Document and the relevant Key Information Document for the relevant issuance of Debentures, each person who is: <ul style="list-style-type: none"> <li>(a) registered as a Beneficial Owner; and</li> <li>(b) registered as a debenture holder in the Register of Debenture Holders,</li> </ul> and (b) shall be deemed to include transferees of the Debentures registered with the Issuer (as a Debenture Holder in the Register of Debenture Holders) and the Depository(ies) from time to time, and in the event of any inconsistency between (a) and (b) above, (a) shall prevail, <p style="text-align: center;">and "Debenture Holder" shall be construed accordingly.</p>
Debenture Trust Deed/DTD	means, in respect of any series of Debentures issued pursuant to this General Information Document and the relevant Key Information Document for the relevant issuance of Debentures, the debenture trust deed executed / to be executed by and between the Debenture Trustee and the Issuer <i>inter alia</i> setting out the terms upon which the relevant Debentures are being issued and shall include the representations and warranties and the covenants to be provided by the Issuer.
Debenture Trustee	MITCON Credentia Trusteeship Services Limited or as otherwise mentioned in the relevant Key Information Document.
Debenture Trustee Agreement	means, in respect of any series of Debentures issued pursuant to this General Information Document and the relevant Key Information Document for the relevant issuance of Debentures, means the debenture trustee agreement executed / to be executed by and between the Debenture Trustee and the Issuer for the purposes of appointment of the Debenture Trustee to act as debenture trustee in connection with the issuance of the relevant Debentures.
Debentures/NCDs	means any issue or series of non-convertible debentures (senior, secured, rated, listed, taxable, redeemable, transferable (or any

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	others (as may be determined)) issued pursuant to this General Information Document and the relevant Key Information Document for the relevant issuance of Debentures.
Debt Disclosure Documents	means this General Information Document, together with the relevant Key Information Document, and/or PPOA for the relevant issuance of Debentures).
Debt Listing Regulations or SEBI Debt Listing Regulations or SEBI NCS Regulations or SEBI ILNCS Regulations	means the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, as amended, modified, supplemented or restated from time to time.
Deed of Hypothecation	means, in respect of any series of Debentures issued pursuant to this General Information Document and the relevant Key Information Document for the relevant issuance of Debentures, the unattested deed of hypothecation executed/to be executed by the Company in favour of the Debenture Trustee.
Deemed Date of Allotment	means, in respect of any series of Debentures issued pursuant to this General Information Document and the relevant Key Information Document for the relevant issuance of Debentures, the deemed date of allotment set out in the relevant Key Information Document for the relevant issuance of Debentures.
Demat	means dematerialized securities which are securities that are in electronic form, and not in physical form, with the entries noted by the Depository.
Depositories Act	means the Depositories Act, 1996, as amended from time to time
Depositories	means the depositories with which the Issuer has made arrangements for dematerialising the Debentures, being NSDL and CDSL, and "Depository" means any one of them.
Depository Participant / DP	A depository participant as defined under the Depositories Act
Director(s)	means the director(s) of the Issuer.
DP ID	Depository Participant Identification Number.
DRR	has the meaning given to it in Section 5.33 ( <i>Other Details</i> ) of this General Information Document.
Due Dates	means, collectively, each Interest Payment Date, the Final Redemption Date, and all other dates on which any interest, additional interest or liquidated damages and/or any other amounts, are due and payable, and "Due Date" shall be construed accordingly.
EBP Platform	has the meaning given to it under the EBP Requirements.
EBP Requirements or SEBI EBP Requirements	means the requirements with respect to electronic book mechanism prescribed in Chapter VI ( <i>Electronic Book Provider platform</i> ) of the Listed NCDs Master Circular, and the operational guidelines issued by the relevant Electronic Book Provider, as may be restated, amended, modified or updated from time to time.
EFT	Electronic Fund Transfer
Electronic Book Provider / EBP	has the meaning given to it under the EBP Requirements.
Eligible Investors	has the meaning given to it in Section 8.14 ( <i>Eligible Investors</i> ) of this General Information Document.
Financial Year/ FY	means each period of 12 (twelve) months commencing on April 1 of

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	any calendar year and ending on March 31 of the subsequent calendar year
General Information Document	means this general information document which sets out the terms and conditions for the issue and offer of the Debentures by the Issuer on a private placement basis and contains the relevant information in this respect.
Governmental Authority	means any government (central, state or otherwise) or any governmental agency, semi-governmental or judicial or quasi-judicial or administrative entity, department or authority, agency or authority including any stock exchange or any self-regulatory organisation, established under any Applicable Law, and "Governmental Authorities" shall be construed accordingly.
ICCL	means the Indian Clearing Corporation Limited.
Interest Rate	means, in respect of any series of Debentures issued pursuant to this General Information Document and the relevant Key Information Document for the relevant issuance of Debentures, the interest rate set out in the relevant Key Information Document for the relevant issuance of Debentures.
Issue	means the issue of any series of Debentures issued pursuant to this General Information Document and the relevant Key Information Document for the relevant issuance of Debentures on a private placement basis.
Issue Closing Date	means the date on which the Issue of Debentures shall close for subscription, which shall be set out in the relevant Key Information Document for the relevant issuance of Debentures.
Issue Opening Date	means the date on which the Issue of Debentures shall open for subscription, which shall be set out in the relevant Key Information Document for the relevant issuance of Debentures.
Key Information Document	means each key information document to be issued by the Issuer for each offer of Debentures in accordance with the Debt Listing Regulations, within the overall limits and period of validity set out in this General Information Document.
Listed NCDs Master Circular	means the master circular issued by SEBI bearing the reference number SEBI/HO/DDHS/PoD1/P/CIR/2023/119 dated August 10, 2021 on " <i>Master Circular for issue and listing of Non-convertible Securities, Securitised Debt Instruments, Security Receipts, Municipal Debt Securities and Commercial Paper</i> " (updated as on July 7, 2023) to the extent applicable in respect of the private placement of debt securities, as amended, modified, supplemented or restated from time to time.
LODR Regulations or SEBI LODR Regulations	means the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended, modified, supplemented or restated from time to time.
Majority Debenture Holders	means, in respect of any series of Debentures issued pursuant to this General Information Document and the relevant Key Information Document for the relevant issuance of Debentures, the majority debenture holders set out in the relevant Key Information Document for the relevant issuance of Debentures.
N.A.	Not Applicable
NBFC	Non-banking financial company
NBFC Directions	means the Master Direction - Reserve Bank of India (Non-Banking

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	Financial Company - Scale Based Regulation) Directions, 2023 dated October 19, 2023, read together with the RBI's circular no. DOR (NBFC).CC.PD.No.109/22.10.106/2019-20 dated March 13, 2020 on " <i>Implementation of Indian Accounting Standards</i> ", each as amended, modified, or restated from time to time.
NSDL	means the National Securities Depository Limited
Outstanding Amounts	means, in respect of any series of Debentures issued pursuant to this General Information Document and the relevant Key Information Document for the relevant issuance of Debentures, at any date, the Outstanding Principal Amounts together with any interest, additional interest, costs, fees, charges, and other amounts payable by the Issuer in respect of the Debentures
Outstanding Principal Amount	means, in respect of any series of Debentures issued pursuant to this General Information Document and the relevant Key Information Document for the relevant issuance of Debentures, at any date, the principal amounts outstanding under the Debentures.
PAN	Permanent Account Number
Private Placement Offer cum Application Letters/PPOA	means, in respect of any series of Debentures issued pursuant to this General Information Document and the relevant Key Information Document for the relevant issuance of Debentures, the private placement offer cum application letters prepared in compliance with Section 42 of the Companies Act, 2013 read with the Companies (Prospectus and Allotment of Securities) Rules, 2014 issued by the Issuer in respect of the Debentures.
Purpose	has the meaning given to it in Section 5.38 ( <i>Summary Terms</i> ) of this General Information Document.
Rating	means a credit rating for the Debentures from the Rating Agency, which has affirmed/re-affirmed/revalidated a rating of "CARE A-/Stable" (pronounced as "CARE A Minus with a Stable Outlook") through its letter dated October 25, 2023.
Rating Agency	means CARE Ratings Limited
RBI	Reserve Bank of India.
Record Date	means the date which will be used for determining the Debenture Holders who shall be entitled to receive the amounts due on any Due Date, which shall be the date set out in the relevant Key Information Document for the relevant issuance of Debentures.
REF / Recovery Expense Fund	means the recovery expense fund established/to be established and maintained by the Issuer in accordance with the provisions of Chapter IV ( <i>Recovery Expenses Fund</i> ) of the SEBI Debenture Trustees Master Circular.
Register of Beneficial Owners	means the register of beneficial owners of the Debentures maintained in the records of the Depositories.
Register of Debenture Holders	means the register of debenture holders maintained by the Issuer in accordance with Section 88 of the Companies Act.
Registrar/R&T Agent	means the registrar and transfer agent appointed for the issue of Debentures, being Link Intime India Private Limited
ROC	means the jurisdictional registrar of companies.
Rs. / INR	Indian Rupees.
RTGS	Real Time Gross Settlement.
SEBI	Securities and Exchange Board of India constituted under the Securities and Exchange Board of India Act, 1992 (as amended from time to time).

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SEBI Debenture Trustees Master Circular	means the master circular issued by SEBI bearing reference number SEBI/HO/DDHS-PoD1/P/CIR/2023/109 dated March 31, 2023 on " <i>Master Circular for Debenture Trustees</i> " (updated as on July 6, 2023) to the extent applicable in respect of the private placement of debt securities, as amended, modified, supplemented or restated from time to time.
SEBI Listed Debentures Circulars	means, collectively, the Listed NCDs Master Circular, the SEBI Debenture Trustees Master Circular, and (to the extent applicable) the LODR Regulations.
SEBI Listing Timelines Requirements	means the requirements in respect of the timelines for listing of debt securities issued on a private placement basis prescribed in Chapter VII ( <i>Standardization of timelines for listing of securities issued on a private placement basis</i> ) of the Listed NCDs Master Circular, read with, to the extent applicable, the SEBI EBP Requirements.
SEBI EBP Requirements	means the requirements with respect to electronic book mechanism prescribed in Chapter VI ( <i>Electronic Book Provider platform</i> ) of the Listed NCDs Master Circular, and the operational guidelines issued by the relevant electronic book provider, as amended, modified, supplemented or restated from time to time.
Terms & Conditions	The terms and conditions pertaining to the Issue as outlined in the Transaction Documents.
Transaction Documents	means, in respect of any series of Debentures issued pursuant to this General Information Document and the relevant Key Information Document for the relevant issuance of Debentures: <ul style="list-style-type: none"> <li>(a) the DTD;</li> <li>(b) the Debenture Trustee Agreement;</li> <li>(c) the Deed of Hypothecation;</li> <li>(d) any personal guarantee(s);</li> <li>(e) the Debt Disclosure Documents;</li> <li>(f) the letters issued by the, and each memorandum of understanding/agreement entered into with, the Rating Agency, the Debenture Trustee and/or the Registrar;</li> <li>(g) each tripartite agreement between the Issuer, the Registrar and the relevant Depository; and</li> <li>(h) any other document that may be designated as a Transaction Document by the Debenture Trustee,</li> </ul> <p>and "Transaction Document" means any of them.</p>
WDM	Wholesale Debt Market segment of the BSE
Wilful Defaulter	means an Issuer who is categorized as a wilful defaulter by any Bank or financial institution or consortium thereof, in accordance with the guidelines on wilful defaulters issued by the Reserve Bank of India and includes an issuer whose director or promoter is categorized as such.

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## **SECTION 2: NOTICE TO INVESTORS AND DISCLAIMERS**

### **2.1 ISSUER'S DISCLAIMER**

This General Information Document (and any relevant Key Information Document or PPOA for the relevant issuance of Debentures) is neither a prospectus nor a statement in lieu of a prospectus and should not be construed to be a prospectus or a statement in lieu of a prospectus under the Companies Act. This General Information Document (and any relevant Key Information Document or PPOA for the relevant issuance of Debentures) is not an offer or invitation under Section 42 of the Companies Act 2013. An offer will be made to identified Eligible Investors acceptable to the Issuer pursuant to a serially numbered and specifically addressed Debt Disclosure Document(s).

The issue of the Debentures to be listed on the WDM segment of the BSE is being made strictly on a private placement basis. Multiple copies hereof given to the same entity shall be deemed to be given to the same person and shall be treated as such. This General Information Document (and any relevant Key Information Document or PPOA for the relevant issuance of Debentures) does not constitute and shall not be deemed to constitute an offer or invitation to subscribe to the Debentures to the public in general.

As per the applicable provisions, it is not necessary for a copy of this General Information Document (and any relevant Key Information Document or PPOA for the relevant issuance of Debentures) to be filed or submitted to the SEBI for its review and/or approval. This General Information Document (and any relevant Key Information Document or PPOA for the relevant issuance of Debentures) has been prepared in conformity with the SEBI Debt Listing Regulations as amended from time to time and applicable RBI regulations governing private placements of debentures by NBFCs. This General Information Document (and any relevant Key Information Document or PPOA for the relevant issuance of Debentures) has been prepared solely to provide general information about the Issuer to Eligible Investors to whom it is addressed and who are willing and eligible to subscribe to the Debentures. This General Information Document (and any relevant Key Information Document or PPOA for the relevant issuance of Debentures) does not purport to contain all the information that any Eligible Investor may require. Further, this General Information Document (and any relevant Key Information Document or PPOA for the relevant issuance of Debentures) has been prepared for informational purposes relating to this transaction only and upon the express understanding that it will be used only for the purposes set forth herein.

Neither this General Information Document (and any relevant Key Information Document or PPOA for the relevant issuance of Debentures) 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 General Information Document (and any relevant Key Information Document or PPOA for the relevant issuance of Debentures) should not consider such receipt as a recommendation to subscribe to any Debentures. Each potential Investor contemplating subscription to 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. 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 potential Investor's particular circumstances.

The Issuer confirms that, as of the date hereof, this General Information Document (and any relevant Key Information Document or PPOA for the relevant issuance of Debentures) (including the documents incorporated by reference herein, if any) contains all the information that is material in the context of the Issue and regulatory requirements in relation to the Issue and is accurate in all such material respects. No person has been authorized to give any information or to make any representation

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not contained or incorporated by reference in this General Information Document (and any relevant Key Information Document or PPOA for the relevant issuance of Debentures) 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. The Issuer certifies that the disclosures made in this General Information Document and/or the Private Placement Offer cum Application Letters are adequate and in conformity with the SEBI Debt Listing Regulations and the Companies (Prospectus and Allotment of Securities) Rules, 2014. Further, the Issuer accepts no responsibility for statements made otherwise than in the General Information Document or any other material issued by or at the instance of the Issuer and anyone placing reliance on any source of information other than this General Information Document would be doing so at its own risk.

**This General Information Document (and any relevant Key Information Document or PPOA for the relevant issuance of Debentures) and the respective contents hereof respectively, are restricted only for 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 General Information Document (and any relevant Key Information Document or PPOA for the relevant issuance of Debentures) are intended to be used only by those Investors to whom it is distributed. It is not intended for distribution to any other person and should not be reproduced by the recipient.**

No invitation is being made to any persons other than those to whom Application Forms along with this General Information Document (and any relevant Key Information Document or PPOA for the relevant issuance of Debentures) being issued have been sent. Any application by a person to whom the General Information Document (and any relevant Key Information Document or PPOA for the relevant issuance of Debentures) have not been sent by the Issuer shall be rejected without assigning any reason.

The person who is in receipt of this General Information Document (and any relevant Key Information Document or PPOA for the relevant issuance of Debentures) shall not reproduce or distribute in whole or in part or make any announcement in public or to a third party regarding the contents hereof without the consent of the Issuer. The recipient agrees to keep confidential all information provided (or made available hereafter), including, without limitation, the existence and terms of the Issue, any specific pricing information related to the Issue or the amount or terms of any fees payable to us or other parties in connection with the Issue. This General Information Document (and any relevant Key Information Document or PPOA for the relevant issuance of Debentures) may not be photocopied, reproduced, or distributed to others at any time without the prior written consent of the Issuer. Upon request, the recipients will promptly return all material received from the Issuer (including this General Information Document (and any relevant Key Information Document or PPOA for the relevant issuance of Debentures) without retaining any copies hereof. If any recipient of this General Information Document (and any relevant Key Information Document or PPOA for the relevant issuance of Debentures) decide not to participate in the Issue, that recipient must promptly return this General Information Document (and any relevant Key Information Document or PPOA for the relevant issuance of Debentures) and all reproductions whether in whole or in part and any other information statement, notice, opinion, memorandum, expression or forecast made or supplied at any time in relation thereto or received in connection with the Issue to the Issuer.

The Issuer does not undertake to update the General Information Document (and any relevant Key Information Document or PPOA for the relevant issuance of Debentures) to reflect subsequent events after the date of General Information Document (and any relevant Key Information Document or PPOA for the relevant issuance of Debentures) and thus it should not be relied upon with respect to such subsequent events without first confirming its accuracy with the Issuer.



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Neither the delivery of this General Information Document (and any relevant Key Information Document or PPOA for the relevant issuance of Debentures) nor any sale of Debentures made hereafter 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 General Information Document (and any relevant Key Information Document or PPOA for the relevant issuance of Debentures) do 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 General Information Document (and any relevant Key Information Document or PPOA for the relevant issuance of Debentures) in any jurisdiction where such action is required. Persons into whose possession this General Information Document (and any relevant Key Information Document or PPOA for the relevant issuance of Debentures) come are required to inform themselves of, and to observe, any such restrictions. The General Information Document (and any relevant Key Information Document or PPOA for the relevant issuance of Debentures) is made available to potential Investors in the Issue on the strict understanding that it is confidential.

**THE ISSUER ACCEPTS NO RESPONSIBILITY FOR STATEMENTS MADE OTHERWISE THAN IN THE DEBT DISCLOSURE DOCUMENT/GENERAL INFORMATION DOCUMENT OR IN THE ADVERTISEMENT OR ANY OTHER MATERIAL ISSUED BY OR AT THE INSTANCE OF THE ISSUER AND THAT ANYONE PLACING RELIANCE ON ANY OTHER SOURCE OF INFORMATION WOULD BE DOING SO AT THEIR OWN RISK.**

## **2.2 DISCLAIMER CLAUSE OF STOCK EXCHANGES**

As required, a copy of this General Information Document has been filed with the BSE in terms of the SEBI Debt Listing Regulations. It is to be distinctly understood that submission of this General Information Document to the BSE should not in any way be deemed or construed to mean that this General Information Document has been reviewed, cleared, or approved by the BSE; nor does the BSE in any manner warrant, certify or endorse the correctness or completeness of any of the contents of this General Information Document, nor does the BSE warrant that the Issuer's Debentures will be listed or will continue to be listed on the BSE; nor does the BSE take any responsibility for the soundness of the financial and other conditions of the Issuer, its promoters, its management or any scheme or project of the Issuer.

## **2.3 DISCLAIMER CLAUSE OF RBI**

The company is having a valid certificate of registration issued by the Reserve Bank of India under Section 45 IA of the Reserve Bank of India Act, 1934. However, the 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.

## **2.4 DISCLAIMER CLAUSE OF SEBI**

As per the provisions of the SEBI Debt Listing Regulations, it is not stipulated that a copy of this General Information Document has to be filed with or submitted to the SEBI for its review / approval.

**IT IS TO BE DISTINCTLY UNDERSTOOD THAT FILING OF THE ISSUE DOCUMENT/GENERAL INFORMATION DOCUMENT TO THE SECURITIES AND EXCHANGE BOARD OF INDIA (SEBI) (IF ANY) SHOULD NOT IN ANY WAY BE**

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**DEEMED OR CONSTRUED TO MEAN THAT THE SAME HAS BEEN CLEARED OR APPROVED BY SEBI. SEBI DOES NOT TAKE ANY RESPONSIBILITY EITHER FOR THE FINANCIAL SOUNDNESS OF ANY SCHEME OR THE PROJECT FOR WHICH THE ISSUE IS PROPOSED TO BE MADE OR FOR THE CORRECTNESS OF THE STATEMENTS MADE OR OPINIONS EXPRESSED IN THE ISSUE DOCUMENT/GENERAL INFORMATION DOCUMENT. THE LEAD MANAGER(S) (IF ANY), HAS CERTIFIED THAT THE DISCLOSURES MADE IN THE ISSUE DOCUMENT/GENERAL INFORMATION DOCUMENT ARE GENERALLY ADEQUATE AND ARE IN CONFORMITY WITH THE REGULATIONS. THIS REQUIREMENT IS TO FACILITATE INVESTORS TO TAKE AN INFORMED DECISION FOR MAKING INVESTMENT IN THE PROPOSED ISSUE.**

## **2.5 DISCLAIMER IN RESPECT OF JURISDICTION**

This Issue is made in India to investors as specified under the paragraph titled “Eligible Investors” of this General Information Document (and any relevant Key Information Document or PPOA for the relevant issuance of Debentures), who shall be/have been identified upfront by the Issuer. This General Information Document and/or the Private Placement Offer cum Application Letters do not constitute an offer to sell or an invitation to subscribe to Debentures offered hereby to any person to whom it is not specifically addressed. Any disputes arising in respect of any issuance of Debentures will be subject to the exclusive jurisdiction of the courts and tribunals as set out in the relevant Key Information Document for the relevant issuance of Debentures. This General Information Document (and any relevant Key Information Document or PPOA for the relevant issuance of Debentures) do not constitute an offer to sell or an invitation to subscribe to the Debentures herein, in any other jurisdiction to any person to whom it is unlawful to make an offer or invitation in such jurisdiction.

## **2.6 DISCLAIMER IN RESPECT OF RATING AGENCIES**

Ratings are opinions on credit quality and are not recommendations to sanction, renew, disburse or recall the concerned bank facilities or to buy, sell or hold any security. The Rating Agency has based its ratings on information obtained from sources believed by it to be accurate and reliable. The Rating Agency does not, however, guarantee the accuracy, adequacy or completeness of any information and is not responsible for any errors or omissions or for the results obtained from the use of such information. Most entities whose bank facilities/instruments are rated by the Rating Agency have paid a credit rating fee, based on the amount and type of bank facilities/instruments.

## **2.7 ISSUE OF DEBENTURES IN DEMATERIALIZED FORM**

The Debentures will be issued in dematerialised form. The Issuer has made arrangements with the Depositories for the issue of the Debentures in dematerialised form. Investors will have to hold the Debentures in dematerialised form as per the provisions of Depositories Act. The Issuer shall take necessary steps to credit the Debentures allotted to the beneficiary account maintained by the Investor with its depository participant. The Issuer will make the Allotment to the Investors on the Deemed Date of Allotment after verification of the Application Form, the accompanying documents and on realisation of the application money.

## **2.8 DISCLAIMER CLAUSE OF THE ARRANGER (IF APPLICABLE)**

The only role of the Arranger with respect to the Debentures is confined to arranging placement of the Debentures on the basis of this Placement Memorandum as prepared by the Issuer. Without limiting the foregoing, the Arranger is not acting, and has not been engaged to act, as an underwriter, merchant banker or other intermediary with respect to the Debentures. The Issuer is solely responsible for the truth, accuracy and completeness of all the information provided in this General Information

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Document (and any relevant Key Information Document or PPOA for the relevant issuance of Debentures). Neither is the Arranger responsible for preparing, clearing, approving, scrutinizing or vetting this General Information Document (and any relevant Key Information Document or PPOA for the relevant issuance of Debentures), nor is the Arranger responsible for doing any due diligence for verification of the truth, correctness or completeness of the contents of this General Information Document (and any relevant Key Information Document or PPOA for the relevant issuance of Debentures). The Arranger shall be entitled to rely on the truth, correctness and completeness of this General Information Document (and any relevant Key Information Document or PPOA for the relevant issuance of Debentures). It is to be distinctly understood that the aforesaid use of this General Information Document (and any relevant Key Information Document or PPOA for the relevant issuance of Debentures) by the Arranger should not in any way be deemed or construed to mean that the General Information Document (and any relevant Key Information Document or PPOA for the relevant issuance of Debentures) has been prepared, cleared, approved, scrutinized or vetted by the Arranger. Nor should the contents of this General Information Document (and any relevant Key Information Document or PPOA for the relevant issuance of Debentures) in any manner be deemed to have been warranted, certified or endorsed by the Arranger as to the truth, correctness or completeness thereof. Each recipient must satisfy itself as to the accuracy, reliability, adequacy, reasonableness or completeness of the General Information Document (and any relevant Key Information Document or PPOA for the relevant issuance of Debentures).

The Arranger has not conducted any due diligence review on behalf or for the benefit of the Debenture Trustee or any of the Debenture Holders. Each of the Debenture Holders should conduct such due diligence on the Issuer and the Debentures as it deems appropriate and make its own independent assessment thereof.

Distribution of this General Information Document (and any relevant Key Information Document or PPOA for the relevant issuance of Debentures) does not constitute a representation or warranty, express or implied by the Arranger that the information and opinions herein will be updated at any time after the date of this General Information Document (and any relevant Key Information Document or PPOA for the relevant issuance of Debentures). The Arranger does not undertake to notify any recipient of any information coming to the attention of the Arranger after the date of this General Information Document (and any relevant Key Information Document or PPOA for the relevant issuance of Debentures). No responsibility or liability or duty of care is or will be accepted by the Arranger for updating or supplementing this General Information Document (and any relevant Key Information Document or PPOA for the relevant issuance of Debentures) nor for providing access to any additional information as further information becomes available.

Neither the Arranger nor any of their respective directors, employees, officers or agents shall be liable for any direct, indirect or consequential loss or damage suffered by any person as a result of relying on any statement in or omission from this General Information Document (and any relevant Key Information Document or PPOA for the relevant issuance of Debentures) or in any other information or communications made in connection with the Debentures.

The Arranger is acting for the Issuer in relation to the Issue of the Debentures and not on behalf of the recipients of this General Information Document (and any relevant Key Information Document or PPOA for the relevant issuance of Debentures). The receipt of this General Information Document (and any relevant Key Information Document or PPOA for the relevant issuance of Debentures) by any recipient is not to be constituted as the giving of investment advice by the Arranger to that recipient, nor to constitute such a recipient a customer of the Arranger. The Arranger is not responsible to any other person for providing the protection afforded to the customers of the Arranger nor for providing advice in relation to the Debentures.

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### SECTION 3: RISK FACTORS

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

The following are the risks relating to the Company, the Debentures and the market in general envisaged by the management of the Company. Potential Investors should carefully consider all the risk factors stated in this General Information Document (and any relevant Key Information Document or PPOA for the relevant issuance of Debentures) for evaluating the Company and its business and the Debentures before making any investment decision relating to the Debentures. The Company believes that the factors described below represent the principal risks inherent in investing in the Debentures. Potential Investors should also read the detailed information set out elsewhere in this General Information Document (and any relevant Key Information Document or PPOA for the relevant issuance of Debentures) and reach their own views prior to making any investment decision.

### 3. GENERAL RISKS

#### 3.1 RISKS IN RELATION TO THE NON-CONVERTIBLE SECURITIES:

- (a) Repayment is subject to the credit risk of the Issuer.

Potential Investors should be aware that receipt of the principal amount, (i.e. the redemption amount) and any other amounts that may be due in respect of the Debentures is subject to the credit risk of the Issuer. Potential Investors assume the risk that the Issuer will not be able to satisfy their obligations under 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 Issuer, the payment of sums due on the Debentures may not be made or may be substantially reduced or delayed.

- (b) The secondary market for non-convertible securities may be illiquid.

The non-convertible securities may be very illiquid and no secondary market may develop in respect thereof. Even if there is a secondary market for the non-convertible securities, it is not likely to provide significant liquidity. Potential Investors may have to hold the Debentures until redemption to realize any value.

- (c) Credit Risk & Rating Downgrade Risk

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The Rating Agency has assigned the credit ratings to the Debentures. In the event of deterioration in the financial health of the Issuer, there is a possibility that the rating agency may downgrade the rating of the Debentures. In such cases, potential Investors may incur losses on revaluation of their investment or make provisions towards sub-standard/ non-performing investment as per their usual norms.

(d) Changes in interest rates may affect the price of Debentures.

All securities where a fixed rate of interest is offered, are subject to price risk. The price of such securities will vary inversely with changes in prevailing interest rates, i.e. when interest rates rise, prices of fixed income securities fall and when interest rates drop, the prices increase. The extent of fall or rise in the prices is a function of the existing coupon, days to maturity and the increase or decrease in the level of prevailing interest rates. Increased rates of interest, which frequently accompany inflation and/or a growing economy, are likely to have a negative effect on the pricing of the Debentures.

(e) Tax Considerations and Legal Considerations:

Special tax considerations and legal considerations may apply to certain types of investors. Potential Investors are urged to consult with their own financial, legal, tax and other advisors to determine any financial, legal, tax and other implications of this investment.

(f) Accounting Considerations:

Special accounting considerations may apply to certain types of taxpayers. Potential Investors are urged to consult with their own accounting advisors to determine implications of this investment.

(g) Material changes in regulations to which the Issuer is subject could impair the Issuer's ability to meet payment or other obligations.

The Issuer is subject generally to changes in Indian law, as well as to changes in government regulations and policies and accounting principles. Any changes in the regulatory framework could adversely affect the profitability of the Issuer or its future financial performance, by requiring a restructuring of its activities, increasing costs or otherwise.

### **3.2 RISKS IN RELATION TO THE SECURITY CREATED IN RELATION TO THE DEBT SECURITIES. FURTHER, ANY RISKS IN RELATION TO MAINTENANCE OF SECURITY COVER OR FULL RECOVERY OF THE SECURITY IN CASE OF ENFORCEMENT**

In the event that the Company is unable to meet its payment and other obligations towards Investors under the terms of the Debentures, the Debenture Trustee may enforce the Security as per the terms of security documents, and other related documents executed in relation to the Debentures. The Debenture Holder(s)' recovery in relation to the Debentures will be subject to (i) the market value of such Security (ii) finding willing buyers for the Security at a price sufficient to repay the Debenture Holder(s)' amounts outstanding under the Debentures. There is a risk that the value realised from the enforcement of the Security may be insufficient to redeem the Debentures.

Where any Debentures issued pursuant to this General Information Document and any relevant Key Information Document or PPOA for the relevant issuance of Debentures are secured against a charge to the tune of at least 100% of the principal and interest amount in

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favour of the Debenture Trustee, it shall be the duty of the Debenture Trustee to monitor that the security is maintained. The possibility of recovery of 100% of the amount shall depend on the market scenario prevalent at the time of enforcement of the security.

**3.3 REFUSAL OF LISTING OF ANY SECURITY OF THE ISSUER DURING PRECEDING THREE FINANCIAL YEARS AND CURRENT FINANCIAL YEAR BY ANY OF THE STOCK EXCHANGES IN INDIA OR ABROAD:**

As of date, the Issuer has not been refused of listing of any security during preceding three financial years and current financial year by any of the stock exchanges in India or abroad and therefore, this would not be applicable.

**3.4 LIMITED OR SPORADIC TRADING OF NON-CONVERTIBLE SECURITIES OF THE ISSUER ON STOCK EXCHANGES:**

As of date, we are not aware of any limited or sporadic trading of the non-convertible securities of the Issuer on stock exchanges and therefore, this would not be applicable.

**3.5 IN CASE OF OUTSTANDING DEBT INSTRUMENTS OR DEPOSITS OR BORROWINGS, ANY DEFAULT IN COMPLIANCE WITH THE MATERIAL COVENANTS SUCH AS CREATION OF SECURITY AS PER TERMS AGREED, DEFAULT IN PAYMENT OF INTEREST, DEFAULT IN REDEMPTION OR REPAYMENT, NON-CREATION OF DEBENTURE REDEMPTION RESERVE, DEFAULT IN PAYMENT OF PENAL INTEREST WHEREVER APPLICABLE**

As of date, the Issuer has not defaulted in compliance with any material covenants agreed to by the Issuer and therefore, this would not be applicable.

**3.6 RISKS RELATED TO THE BUSINESS OF THE ISSUER**

As at 31.03.2023, the gross NPA was INR 14.00 crores on a gross portfolio of INR 3262.78 crores.

**(a) *The Issuer's business operates through a large number of rural and semi urban branches and is exposed to operational risks including fraud***

The Issuer is exposed to operational risks, including fraud, petty theft and embezzlement, as it handles a large amount of cash due to high volume of small transactions. This could harm its operations and its financial position.

As the Issuer handles a large amount of cash through a high volume of small transactions taking place in its network, the Issuer is exposed to the risk of fraud or other misconduct by its employees or outsiders. These risks are further compounded due to the high level of delegation of power and responsibilities that the Issuer's business model requires. Given the high volume of transactions processed by the Issuer, certain instances of fraud and misconduct may go unnoticed before they are discovered and successfully rectified. Even when the Issuer discovers such instances of fraud or theft and pursue them to the full extent of the law or with its insurance carriers, there can be no assurance that the Issuer will recover any such amounts. In addition, the Issuer's dependence upon automated systems to record and process transactions may further increase the risk that technical system flaws or employee tampering or manipulation of those systems will result in losses that are difficult to detect.

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The Issuer maintains an internal audit process to ensure the operations team follows the defined procedures and reports any deviations to the operations staff and management team. The Issuer also has a strong MIS system that has a wide range of data that can be used to monitor financial and operational performance.

To mitigate the above risk, the Issuer maintains an internal audit process to ensure the operations team follows the defined procedures and reports any deviations to the operations staff and management team. The Issuer also has a MIS system able to generate data analysis that can be used to monitor financial and operational performance.

**(b) *The Issuer is exposed to certain political, regulatory and concentration of risks***

Due to the nature of its operations, the Issuer is exposed to political, regulatory and concentration risks. The Issuer believes a mitigant to this is to expand its geographical reach and may consequently expand its operations other states. If it is not effectively able to manage such operations and expansion, it may lose money invested in such expansion, which could adversely affect its business and results of operations.

Large scale attrition, especially at the senior management level, can make it difficult for the Issuer to manage its business.

If the Issuer is not able to attract, motivate, integrate or retain qualified personnel at levels of experience that are necessary to maintain the Issuer's quality and reputation, it will be difficult for the Issuer to manage its business and growth. The Issuer depends on the services of its executive officers and key employees for its continued operations and growth. In particular, the Issuer's senior management has significant experience in the banking and financial services industries. The loss of any of the Issuer's executive officers, key employees or senior managers could negatively affect its ability to execute its business strategy, including its ability to manage its rapid growth. The Issuer's business is also dependent on its team of personnel who directly manage its relationships with its members. The Issuer's business and profits would suffer adversely if a substantial number of such personnel left the Issuer or became ineffective in servicing its members over a period of time. The Issuer's future success will depend in large part on its ability to identify, attract and retain highly skilled managerial and other personnel. Competition for individuals with such specialized knowledge and experience is intense in this industry, and the Issuer may be unable to attract, motivate, integrate or retain qualified personnel at levels of experience that are necessary to maintain its quality and reputation or to sustain or expand its operations. The loss of the services of such personnel or the inability to identify, attract and retain qualified personnel in the future would make it difficult for the Issuer to manage its business and growth and to meet key objectives.

**(c) *The Issuer's business and results of operations would be adversely affected by strikes, work stoppages or increased wage demands by employees***

The employees are not currently unionized. However, there can be no assurance that they will not unionize in the future. If the employees unionize, it may become difficult to maintain flexible labour policies, and could result in high labour costs, which would adversely affect the Issuer's business and results of operations.

**(d) *The Issuer's insurance coverage may not adequately protect it against losses. Successful claims that exceed its insurance coverage could harm the Issuer's results of operations and diminish its financial position***

There are various types of risks and losses for which the Issuer does not maintain insurance, such as losses due to business interruption and natural disasters, because they are uninsurable. A successful assertion of such large claims against the Issuer that exceeds its available insurance coverage or results in changes in its insurance policies, including premium increases

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or the imposition of a larger deductible or co-insurance requirement, could adversely affect the Issuer's business, financial condition and results of operations. Such risks are normally minimized through strong Risk Management practices of the Company.

- (e) ***Issuer requires certain statutory and regulatory approvals for conducting business and failure to obtain or retain them in a timely manner, or at all, may adversely affect operations.***

NBFCs in India are subject to strict regulation and supervision by the RBI. Pursuant to guidelines issued by the RBI (including the NBFC Directions) the Issuer is required to maintain its status as a NBFC in order to be eligible for categorization as priority sector advance for bank loans. The Issuer requires certain approvals, licenses, registrations and permissions for operating its business, including registration with the RBI as a NBFC. Further, such approvals, licenses, registrations and permissions must be maintained/renewed over time, applicable requirements may change and the Issuer may not be aware of or comply with all requirements all of the time. Additionally, the Issuer may need additional approvals from regulators to introduce new insurance and other fee based products to its members. In particular, the Issuer is required to obtain a certificate of registration for carrying on business as a NBFC that is subject to numerous conditions. In addition, its branches are required to be registered under the relevant shops and establishments laws of the states in which they are located. The shops and establishments laws regulate various employment conditions, including working hours, holidays and leave and overtime compensation. If the Issuer fails to obtain or retain any of these approvals or licenses, or renewals thereof, in a timely manner, or at all, its business may be adversely affected. If the Issuer fails to comply, or a regulator claims that it has not complied, with any of these conditions, the Issuer's certificate of registration may be suspended or cancelled and it shall not be able to carry on such activities. If the Issuer fails to comply with the NBFC Directions and fails to maintain the status of NBFC, it will not be eligible for priority sector loans from the Indian banking sector and may also attract penal provisions under the RBI Act, 1934 for non-compliance.

- (f) ***Economic Risk in India:***

The Issuer operates only within India and, accordingly, all of its revenues are derived from the domestic market. As a result, it is highly dependent on prevailing economic conditions in India and its results of operations are significantly affected by factors influencing the Indian economy. An uncertain economic situation, in India and globally, could result in a further slowdown in economic growth, investment and consumption. A slowdown in the rate of growth in the Indian economy could result in lower demand for credit and other financial products and services and higher defaults. Any slowdown in the growth or negative growth of sectors where the Issuer has a relatively higher exposure could adversely impact its performance. Any such slowdown could adversely affect its business, prospects, results of operations and financial condition.

- (g) ***Our financial performance is primarily dependent on interest rate risk. If we are unable to manage interest rate risk in the future it could have an adverse effect on our net interest margin, thereby adversely affecting business and financial condition of our Company.***

Our results of operations are substantially dependent upon the level of our net interest margins. Interest Income is the largest component of our total income, and constituted 96.79 %, 96 %, and 97.64 % of our total income for the FY 2022-2023, 2021-2022 and 2020-2021, respectively. Interest rates are sensitive to many factors beyond our control, including the RBI's monetary policies, domestic and international economic and political conditions and other factors.



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Over the years, the Government of India has substantially deregulated the financial sector. As a result, interest rates are now primarily determined by the market, which has increased the interest rate risk exposure of all banks and financial intermediaries in India, including us.

Our policy is to attempt to balance the proportion of the interest earning assets (which bear fixed interest rates), with interest bearing liabilities. A significant portion of our liabilities, such as our non-convertible debentures carry fixed rates of interest and the remaining are linked to the respective banks' benchmark prime lending rate/base rate. As of March 31, 2023, 52.40 % of our borrowings were at fixed rates of interest. Moreover, we do not hedge our exposure to interest rate changes. We cannot assure you that we can adequately manage our interest rate risk in the future or can effectively balance the proportion of our fixed rate loan assets and liabilities. Further, changes in interest rates could affect the interest rates charged on interest earning assets and the interest rates paid on interest bearing liabilities in different ways. Thus, our results of operations could be affected by changes in interest rates and the timing of any re pricing of our liabilities compared with the re pricing of our assets.

Any mismatch between the yield on an assets and the cost of our funds due to market action/factors could have an impact on our profitability.

***(h) We face increasing competition in our business which may result in declining interest margins. If we are unable to compete successfully, our market share may also decline.***

Our principal business is providing gold loan to customers in India secured by gold jewellery. Historically, the gold loan industry in India has been largely unorganised and dominated by local jewellery pawn shops and money lenders, with little involvement from public sector or private sector banks. Gold loan financing was availed predominantly by lower income group customers with limited or no access to other forms of credit, however, such income group has gained increased access to capital through organised and unorganised money lenders, which has increased our exposure to competition. The demand for gold loans has also increased due to relatively lower and affordable interest rates, increased need for urgent borrowing or bridge financing requirements, the need for liquidity for assets held in gold and increased awareness and acceptance of gold loan financing.

There is increased competition from other lenders in the gold loan industry, including commercial banks and other NBFCs, who also have access to funding from customers' in the form of savings and current deposits. We rely on higher cost loans and debentures for our funding requirements, which could reduce our margins. Our ability to compete effectively will depend on our ability to raise low cost funding. If we are unable to compete effectively with other participants in the gold loan industry, our business, financial condition and results of operations may be adversely affected.

The competition in the gold loan industry has increased in gold loans are becoming increasingly standardised. Variable interest rates, variable payment terms and waiver of processing fees are also becoming increasingly common.

In our microfinance business, we face competition from other NBFCs, microfinance companies as well as both commercial and small finance banks. In addition, the RBI has set out guidelines applicable to microfinance institutions which restrict the number of microfinance institutions that can extend loans to the same borrower and also limit the maximum amount of loan that can be extended. The presence of microfinance institutions in India is not uniform and certain regions have a concentration of a large number of microfinance institutions while there are regions which have very few and even no microfinance institution presence. In any particular region, the level of competition depends on the number of microfinance institutions that

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operate in such area. In addition, our target customers also borrow from money lenders and non-institutional lenders which may lend at higher rates of interest.

Our ability to compete effectively will depend, to an extent, on our ability to raise low-cost funding in the future as well as our ability to maintain or decrease our operating expenses by increasing operational efficiencies and managing credit costs. As a result of increased competition in the various sectors we operate in, products in our industry have become increasingly standardised and variable interest rate and payment terms and lower processing fees are becoming increasingly common across our products. There can be no assurance that we will be able to effectively address these or other finance industry trends or compete effectively with new and existing commercial banks, NBFCs, payment banks, other small finance banks and other financial intermediaries that operate across our various financing products.

In addition, the government has issued schemes such as Pradhan Mantri Jan-Dhan Yojana to ensure access to financial services in an affordable manner. Further, public sector banks as well as existing private sector banks, have an extensive customer and depositor base, larger branch networks, and in case of public sector banks, Government support for capital augmentation, due to which they may enjoy corresponding economies of scale and greater access to low-cost capital, and accordingly, we may not be able to compete with them. An inability to effectively address such competition may adversely affect our market share, business prospects, results of operations and financial condition.

- (i) ***We may not be able to realise the full value of our pledged gold jewellery in case of a default, which exposes us to a potential loss.***

We may not be able to realise the full value of our pledged gold, due to, among other things, defects in the quality of gold or wastage that may occur when melting gold jewellery into gold bars. We have in place an extensive internal policy on determining the quality of gold prior to disbursement of the gold loan. However, we cannot assure that methods followed by us are fool proof and the impurity levels in the gold can be accurately assessed.

In the case of a default, amongst others we may auction the pledged gold in accordance with our auction policy. We cannot assure you that we will be able to auction such pledged gold jewellery at prices sufficient to cover the amounts under default. Moreover, there may be delays associated with the auction process or other processes undertaken by us to recover the amount due to us. Any such failure to recover the expected value of pledged gold could expose us to a potential loss and which could adversely affect our financial condition and results of operations.

- (j) ***Volatility in the market price of gold may adversely affect our financial condition, cash flows and results of operations.***

We extend loans secured mostly by gold jewellery. A sustained decrease in the market price of gold could cause a corresponding decrease in new Gold Loans in our loan portfolio and, as a result, our interest income. In addition, customers may not repay their loans and the gold jewellery securing the loans may have decreased significantly in value, resulting in losses which we may not be able to support. The impact on our financial position and results of operations of a hypothetical decrease in gold values cannot be reasonably estimated because the market and competitive response to changes in gold values is not pre-determinable.

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- (k) *Our ability to lend against the collateral of gold jewellery has been restricted on account of guidelines issued by RBI, which may have a negative impact on our business and results of operation.***

RBI vide the Master Directions has stipulated all NBFCs to maintain an LTV ratio not exceeding 75% for loans granted against the collateral of gold jewellery and further prohibits lending against bullion/primary gold and gold coins. This notification will limit our ability to provide loan on the collateral of gold jewellery and thereby putting us at a disadvantage vis-à-vis unregulated money lenders offering similar products. Further, RBI in the Master Directions, has mandated NBFCs primarily engaged in lending against gold jewellery (such loans comprising 50% or more of their financial assets) to maintain a minimum Tier I Capital of 12%. Such restrictions imposed by RBI may erode our margins, impact our growth and business prospects.

RBI in the Master Directions further tightened the norms for lending against the security of gold ornaments by pegging the maximum lendable value to preceding 30 day's average of the closing price of 22 carat gold as per the rate as quoted by the Bombay Bullion Association. Any such future restrictions by RBI could have a negative impact on our business and results of operation.

- (l) *We depend on customer supplied information when evaluating customer credit worthiness.***

In deciding whether to extend credit or enter into other transactions with customers and counter parties, we may rely on information furnished to us by or on behalf of our customers, including the financial information from which we create our credit assessments. We may also rely on customer representations as to the accuracy and completeness of customer supplied information. Any relevant changes in this information may not be made available to us. The information that we have gathered may not be sufficient to create a complete customer risk profile. Because we rely on such customer supplied information, some or all of certain customers' risk profiles may be wilfully or inadvertently wrong or misleading, which may lead us to enter into transactions that may adversely affect our financial condition and results of operations.

- (m) *The implementation of our KYC norms as well as our measures to prevent money laundering may not be completely effective, which could adversely affect our reputation and in turn have an adverse impact on our business and results of operations.***

Our implementation of anti-money laundering measures required by the RBI, including KYC policies and the adoption of anti-money laundering and compliance procedures in all our branches, may not be completely effective. There can be no assurance that certain of our customers will not indulge in money laundering activities advertently misusing our business channels. If we were identified to be associated with money laundering operations, our reputation may be adversely affected, which in turn could have an adverse impact on our business and results of operations.

- (n) *Our customer base comprises entirely of individual borrowers, who generally are more likely to be affected by declining economic conditions than large corporate borrowers. Any decline in the repayment capabilities of our borrowers, may result in increase in defaults, thereby adversely affecting our business and financial condition.***

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Individual borrowers typically are less financially resilient than larger corporate borrowers, and as a result, they are typically more adversely affected by declining economic conditions. In addition, a significant majority of our customer base belongs to the low to medium income group. Furthermore, unlike many developed economies, a nationwide credit bureau has only recently become operational in India, so there is less financial information available about individuals, particularly our focus customer segment of the low to medium income group. It is therefore difficult to carry out precise credit risk analyses on our customers. While we follow certain procedures to evaluate the credit profile of our customers before we sanction a loan, we generally rely on the quality of the pledged gold rather than on a stringent analysis of the credit profile of our customers. Although we believe that our risk management controls are sufficient, we cannot be certain that they will continue to be sufficient or that additional risk management policies for individual borrowers will not be required. Failure to maintain sufficient credit assessment policies, particularly for individual borrowers, could adversely affect our loan portfolio, which could in turn have an adverse effect on our financial condition and results of operations.

- (o) ***Our inability to obtain, renew or maintain our statutory and regulatory permits and approvals required to operate our business may have a material adverse effect on our business, financial condition and results of operations.***

NBFCs in India are subject to strict regulations and supervision by the RBI. In addition to the numerous conditions required for the registration as a NBFC with the RBI, we are required to maintain certain statutory and regulatory permits and approvals for our business. In the future, we will be required to renew such permits and approvals and obtain new permits and approvals for any proposed operations. There can be no assurance that the relevant authorities will issue any of such permits or approvals in the time-frame anticipated by us or at all. Failure on our part to renew, maintain or obtain the required permits or approvals may result in the interruption of our operations and may have a material adverse effect on our business, financial condition and results of operations.

In addition, our branches are required 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.

- (p) ***System failures or inadequacy and security breaches in computer systems may adversely affect our operations and result in financial loss, disruption of our businesses, regulatory intervention or damage to our reputation.***

We are vulnerable to risks arising from the failure of employees to adhere to approved procedures, failures of security systems, computer system disruptions, communication systems failure and data interception during transmission through external communication channels and networks. Failure to prevent or detect such breaches in security or data and communications errors may adversely affect our operations.

Despite our internal controls, policies and procedures, certain matters such as fraud and embezzlement cannot be eliminated entirely given the cash nature of our business. If we fail

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to maintain and continue to enhance our internal controls, policies and systems, we may be unable to prevent fraud, security breaches or system failures.

Our business is increasingly dependent on our ability to process, on a daily basis, a large number of transactions. Our financial, accounting or other data processing systems may fail to operate properly or become disabled as a result of events that are wholly or partially beyond our control, including a disruption of electrical or communications services. 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, financial loss, disruption of our business, regulatory intervention or damage to our reputation may result. In addition, our ability to conduct business may be adversely affected by a disruption in the infrastructure that supports our businesses and the localities in which we are located. Our operations also rely on the secure processing, storage and transmission of confidential and other information in our computer systems and networks. Our computer systems, software and networks may be vulnerable to unauthorized access, computer viruses or other malicious code and other events that could compromise data integrity and security. Constant connectivity between our branches across India and our Corporate Office is key to the functioning of our business. Each of our branches accesses the corporate data centre through the Internet, and all data is stored centrally in the corporate data centre. Our disaster recovery system is fully operational, and we continue to engage in technical exercises to test and improve our disaster plan.

### 3.7 **ANY OTHER RISK FACTORS**

#### Legality of Purchase

Potential Investors in the Debentures will be responsible for the lawfulness of the acquisition of the Debentures, whether under the laws of the jurisdiction of their incorporation or the jurisdiction in which they operate or for compliance by that potential Investor with any law, regulation or regulatory policy applicable to it.

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#### **SECTION 4: FINANCIAL STATEMENTS**

The audited financial statements of the Issuer for the year ended March 31, 2023, March 31, 2022 and March 31, 2021 along with the limited review financial statements as on June 30, 2023 are set out in **Annexure V** of this General Information Document.

If the audited financial statements set out under this General Information Document is more than 6 (six) months old from the relevant Issue Opening Date of any offer of Debentures, the Issuer will ensure that the relevant Key Information Document will contain the audited financial statements that are not more than 6 (six) months old from the relevant Issue Opening Date.

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## SECTION 5: REGULATORY DISCLOSURES

This General Information Document is prepared in accordance with the provisions of SEBI Debt Listing Regulations and in this Section 5 (*Regulatory Disclosures*), the Issuer has set out the details required as per Regulation 44 and Schedule I of the SEBI Debt Listing Regulations.

### 5.1 Documents Submitted to the Exchanges

The following documents have been / shall be submitted along with the listing application to the BSE and with the Debenture Trustee:

- (a) This General Information Document;
- (b) Memorandum and Articles of Association of the Issuer and necessary resolution(s) for the allotment of the Debentures;
- (c) Copy of the resolution passed by the Board of Directors of the Company at the meeting held on June 10, 2023 authorizing the issue / offer of non-convertible debentures by the Company;
- (d) Copies of the resolutions passed by the shareholders of the Company at the Extra Ordinary General Meeting held on December 14, 2022 authorising the Company to borrow, upon such terms as the Board may think fit, up to an aggregate limit of INR 5,000 Crores (Indian Rupees Five Thousand Crore)
- (e) Copy of any resolution passed by the Board of Directors of the Company authorizing the issuance of any Debentures issued pursuant to this General Information Document (and any relevant Key Information Document or PPOA for the relevant issuance of Debentures) and the list of authorized signatories;
- (f) Copy of last 3 (three) years audited Annual Reports;
- (g) Reports about the business or transaction to which the proceeds of the securities are to be applied directly or indirectly;
- (h) Statement containing particulars of, dates of, and parties to all material contracts and agreements;
- (i) An undertaking from the Issuer stating that the necessary documents for the creation of the charge, where applicable, including the Debenture Trust Deed would be executed within the time frame prescribed in the relevant regulations/acts/rules etc. and the same would be uploaded on the website of the BSE, where such debt securities are proposed to be listed.
- (j) Where applicable, an undertaking that permission/consent from the prior creditor for a second or *pari passu* charge being created, in favor of the debenture trustee to the proposed issue has been obtained;
- (k) Any other particulars or documents that the recognized stock exchange may call for as it deems fit; and
- (l) Due diligence certificates from the Debenture Trustee as per the format specified in the SEBI Debenture Trustees Master Circular and the SEBI ILNCS Regulations.

**The following documents have been / shall be submitted to BSE at the time of filing the draft of this General Information Document:**

- (m) Due diligence certificates from the Debenture Trustee as per the format specified in Annexure IIA of the SEBI Debenture Trustees Master Circular and Schedule IV of the SEBI ILNCS Regulations.

### 5.2 [INTENTIONALLY LEFT BLANK]

### 5.3 Details of Promoters of the Issuer:


- (a) **Profile of all the Promoters of the Issuer:**

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S.no	Details of Promoter	Description
1.	Name of promoter	Mathew Muthoottu
2.	Date of Birth	August 29, 1989
3.	Age	34
4.	Personal Addresses	Muthoottu House, Kozhencherry, Pathanamthitta 689 641, Kerala, India
5.	Education Qualifications	Bachelor's Degree in Commerce
6.	Experience in the business or employment	He has been a director of our Company since March 7, 2008 and is responsible for business promotion, expansion and brand building activities of our Company
7.	Positions/posts held in the past by the promoter	Director of the Company since 2008 & Appointed as Managing Director from the FY 2016 onwards.
8.	Directorships held by the promoter	<ol style="list-style-type: none"> <li>1. Muthoottu Mini Theatres Private Limited;</li> <li>2. Mini Muthoottu Credit India Private Limited;</li> <li>3. MM Nirman and Real Estate Private Limited;</li> <li>4. Muthoottu Mini Hotels Private Limited;</li> <li>5. Kandamath Cine Enterprises Private Limited;</li> <li>6. Muthoottu Infotech Private Limited (Erstwhile R M M Properties India Private Limited);</li> <li>7. Muthoottu Finance and Services Private Limited (Erstwhile Kozhencherry Properties India Private Limited);</li> <li>8. Kozhencherry M M Financial Services Private Limited;</li> <li>9. Muthoottu Mini Nidhi Limited</li> </ol>
9.	Other ventures of the promoter	<ol style="list-style-type: none"> <li>1. Muthoottu Mini Theatres Private Limited;</li> <li>2. Mini Muthoottu Credit India Private Limited;</li> <li>3. MM Nirman and Real Estate Private Limited;</li> <li>4. Muthoottu Mini Hotels Private Limited;</li> <li>5. Kandamath Cine Enterprises Private Limited;</li> <li>6. Muthoottu Infotech Private Limited (Erstwhile R M M Properties India Private Limited);</li> <li>7. Muthoottu Finance and Services Private Limited (Erstwhile Kozhencherry Properties India Private Limited);</li> <li>8. Kozhencherry M M Financial Services Private Limited;</li> <li>9. Muthoottu Mini Nidhi Limited</li> </ol>
10.	Special achievements	Was instrumental in building the brand image, technology development of the Company, bringing diversification in the business.
11.	Business and financial activities of the promoter	Managing the affairs of the Company.




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12.	Photograph	
13.	Permanent Accountant Number	AVJPM1609B
14.	Other Details	They are the pioneers in gold loan and members of Muthoottu family.

S.no	Details of Promoter	Description
1.	Name of promoter	Nizzy Mathew
2.	Date of Birth	July 30, 1953
3.	Age	70
4.	Personal Addresses	Muthoottu House, Kozhencherry, Pathanamthitta 689 641, Kerala, India
5.	Education Qualifications	Bachelor's degree in Arts
6.	Experience in the business or employment	She has been a director of our Company since its incorporation and is responsible for overall management of the Company.
7.	Positions/posts held in the past by the promoter	Subscriber to the memorandum and Director of the Company since its inception.
8.	Directorships held by the promoter	1. Muthoottu Mini Theatres Private Limited; 2. Muthottu Urban Nidhi Limited (Erst while Cochin Mini Muthoottu Nidhi Limited); 3. Muthoottu Mini Hotels Private Limited; 4. Mini Muthoottu Nidhi Kerala Limited; 5. Mini Muthoottu Credit India Private Limited; 6. MM Nirman and Real Estate Private Limited; 7. Muthoottu Infotech Private Limited (Erst while R M M Properties India Private Limited); 8. Kozhencherry Properties India Private Limited; and 9. Muthoottu Finance and Services Private Limited (Erstwhile Kozhencherry M M Financial Services Private Limited)
9.	Other ventures of the promoter	1. Muthoottu Mini Theatres Private Limited; 2. Muthottu Urban Nidhi Limited (Erst while Cochin Mini Muthoottu Nidhi Limited); 3. Muthoottu Mini Hotels Private Limited; 4. Mini Muthoottu Nidhi Kerala Limited; 5. Mini Muthoottu Credit India Private Limited; 6. MM Nirman and Real Estate Private Limited; 7. Muthoottu Infotech Private Limited (Erst while R M M Properties India Private Limited); 8. Kozhencherry Properties India Private Limited; and

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		9. Muthoottu Finance and Services Private Limited (Erstwhile Kozhencherry M M Financial Services Private Limited)
10.	Special achievements	Key player in managing the operations of the Company and taking decisions in branch expansion and MIS matters.
11.	Business and financial activities of the promoter	Managing the affairs of the Company.
12.	Photograph	
13.	Permanent Accountant Number	AVJPM1609B
14.	Other Details	They are the pioneers in gold loan and members of Muthoottu family.

**(b) Declaration pursuant to paragraph 3.3.2(b) of Schedule I of the SEBI Debt Listing Regulations:**

<b>Declaration</b>
The Issuer confirms that the permanent account number, Aadhaar number, driving license number, bank account number(s) and passport number of the promoters and permanent account number of directors have been submitted to the stock exchanges on which the non-convertible securities are proposed to be listed, at the time of filing the draft issue document.

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

The Rating Agency has assigned a rating of “CARE A-/Stable” (pronounced as “CARE A minus with Stable Outlook”) to the Debentures. The rating letter from the Rating Agency (and the letter/communication from the Rating Agency re-affirming/confirming the abovementioned rating), the rating rationale from the Rating Agency and the detailed press release is provided in **Annexure II** of this General Information Document.

Any further renewal/re-affirmation of the Rating received from the Rating Agency subsequent to the date of this General Information Document along with a declaration that the rating is valid as on the date of issuance and listing of the relevant Debentures will be set out in the relevant Key Information Document.

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

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The Debentures are proposed to be listed on the WDM segment of the BSE. The Issuer shall comply with the requirements of the listing agreement for debt securities to the extent applicable to it on a continuous basis.

The Issuer has obtained the in-principle approval for the listing of the Debentures from BSE and the same is annexed in **Annexure IX** hereto. The Issuer shall also be creating the recovery expense fund as per the applicable SEBI regulations with BSE.

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

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

**5.7 Details of specific entities in relation to the Issue:**

S.no	Particulars	Details
1.	Legal Counsel (if any)	Name: N.A. The Issuer has been advised by its in house legal and compliance team. Logo: N.A Address: N.A. Website: N.A. Email address: N.A. Telephone Number: N.A. Contact Person: N.A.
2.	Merchant Banker and Co-managers to the issues ( <i>Not applicable for private placement. However, if appointed, to be disclosed</i> )	Not applicable as the Debentures under this General Information Document are issued on private placement basis.  Further, no Merchant Banker and Co-manager has been appointed for this Issue.
3.	Legal advisor ( <i>applicable in case of public issue</i> )	Not applicable as the Debentures under this General Information Document are issued on private placement basis.
4.	Bankers to the issue ( <i>applicable in case of public issue</i> )	Not applicable as the Debentures under this General Information Document are issued on private placement basis.
5.	Sponsor Bank ( <i>applicable in case of public issue</i> )	Not applicable as the Debentures under this General Information Document are issued on private placement basis.
6.	Guarantor, if any	Name: N.A. Logo: N.A Address: N.A. Website: N.A. Email address: N.A. Telephone Number: N.A. Contact Person: N.A.  Where any issuance of Debentures is supported by a guarantee, the details of the guarantors will be set out in the relevant Key Information

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		Document for the relevant issuance of Debentures.
7.	Arrangers, if any	<p>Name: N.A. Logo: N.A Address: N.A. Website: N.A. Email address: N.A. Telephone Number: N.A. Contact Person: N.A.</p> <p>Where any issuance of Debentures is arranged by an arranger, the details of the arrangers will be set out in the relevant Key Information Document for the relevant issuance of Debentures.</p>

## 5.8 About the Issuer:

### (a) Overview and a brief summary of the business activities of the Issuer

We are a non-deposit taking systemically important NBFC in the gold loan sector lending money against the pledge of household gold jewellery (“*Gold Loans*”) in the state of Kerala, Tamil Nadu, Karnataka, Andhra Pradesh, Telangana, Haryana, Maharashtra, Gujarat, Delhi, Uttar Pradesh and Goa and the union territory of Puducherry. We also have microfinance loan segment wherein we provide unsecured loans to joint liability group of women customers (minimum of 5 persons) who require funds to carry out their business activities through few of our branches in the state of Kerala.

Our Gold Loan portfolio as on June 30, 2023, March 31 2023, March 31 2022 and March 31 2021 comprises of 5,10,601, 5,03,974, 4,47,042, and 3,86,110 Gold Loan accounts respectively, aggregating to ₹ 3,059.08 Crores, ₹ 3,048.77 Crores, ₹ 2,426.97 Crores, and ₹ 1,935.10 Crores which is 93%, 93 %, 97 % and 97 % of our total loans and advances as on such specific dates. We as on September 30, 2023, we had a network of 888 branches spread in the states of Kerala, Tamil Nadu, Karnataka, Andhra Pradesh, Telangana, Haryana, Maharashtra, Gujarat, Delhi, Uttar Pradesh, Goa and the union territory of Puducherry and we employ 4286 persons in our business operations.

We are registered with RBI as a non-deposit taking, systemically important, NBFC (registration no. N-16.00175 dated April 13, 2002) under Section 45 IA of the Reserve Bank of India Act, 1934. Further, a fresh certificate of registration was issued by RBI on January 1, 2014, pursuant to the change of name of our Company from ‘Muthoottu Mini Financiers Private Limited’ to ‘Muthoottu Mini Financiers Limited’. Our Company has also obtained a certificate of registration bearing registration no. – CA0122 issued by IRDAI, with effect from April 1, 2016 (renewed up to March 31, 2025), under Section 42D (1) of the Insurance Act, to act as a “Corporate Agent (Composite)”. Further, our Company holds a certificate of registration dated July 5, 2012 registration number IN–DP–CDSL–660- 2012 issued by SEBI to act as Depository Participant in terms of Regulation 20 of the Securities and Exchange Board of India (Depositories and Participants) Regulations, 1996.

We are registered in the state of Kerala. Mathew Muthoottu, one of the Promoters, is

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the Managing Director of our Company and Nizzy Mathew, mother of Mathew Muthoottu who is also the Chairman and Wholetime Director of our Company, is the other Promoter of our Company.

Our Company belongs to the Muthoottu Mini group. Muthoottu Mini group belongs to the Muthoottu family of Kozhencherry, which was founded by Ninan Mathai Muthoottu, who started the family business enterprise in 1887. In 1939, three sons of Ninan M. Muthoottu, viz, M. George Muthoot, M. Mathew and M. Pappachan Muthoot started a finance company named as Muthoot M. George & Brothers (“MGB”). In the early 1970s, they separated their business enterprises into three groups i.e., the current Muthoot Finance group of companies which is controlled by the sons of George M. Muthoot, the Muthoot Fincorp group which is controlled by the sons of M. Pappachan Muthoot and the Muthoottu Mini group which was earlier controlled by the son of M. Mathew i.e., Roy M. Muthoottu. Muthoottu Mini group is presently controlled by Mathew Muthoottu, son of Roy M. Muthoottu. Other than the aforementioned family connection, all the groups are distinct from each other and none of them are having any inter-group shareholdings or controls or business dealings. The Muthoottu Mini group commenced operations at Kozhencherry, Pathanamthitta, Kerala and has over three decades of established history in the money lending business, mainly in small scale money lending against used household gold jewellery. The Muthoottu Mini group has been in the gold loan financing since 1986 and our Company has been extending Gold Loans since its incorporation.

Our Gold Loan customers are individuals primarily from rural and semi-urban areas. We believe that what distinguishes us from banks is our focus on non-organized sections of society and our turnaround time to sanction and disburse the loan. For the three months period ended on June 30, 2023, and for the Fiscals 2023, 2022, and 2021, the average loan amount advanced by us was ₹ 58,304, ₹ 58,918, ₹ 53,119, and ₹ 48,610 per loan transaction. Our Gold Loan product mix varies from 30 days up to 365 days tenure with varying rates of interest and amount of loan to suit the requirements of the customers. For the three months period ended on June 30, 2023, and for the Fiscals 2023, 2022, and 2021 our yield on Gold Loan assets was 17.79%, 17.94%, 18.40% and, 19.57% respectively.

We have also introduced online gold loan product wherein the customer has to come to the branch only for the initial appraisal and subsequent disbursement are done online whenever the customer makes a request during the maximum period of one year, subject to the prevailing LTV norms.

We focus on rapid, on the spot approval and disbursement of loans with minimal procedural formalities which our customers need to complete in order to avail a loan from us. We have developed various Gold Loan schemes, which offer variable terms in relation to the amount advanced per gram of gold, the interest rate and the amount of the loan, to meet the different needs of various customers.

Our lending functions are supported by a custom developed information technology platform that allows us to record relevant customer details, approve and disburse the loan. Our web based centralised IT platform which records details of all branches also handles management of the relevant loan and pledged gold related information.

Our microfinance loan customers are joint liability group of woman customers only (minimum of 5 persons) from rural and semi-urban areas of Kerala. Our microfinance loan portfolio for the three months ended on June 30, 2023 and for the Fiscals ended

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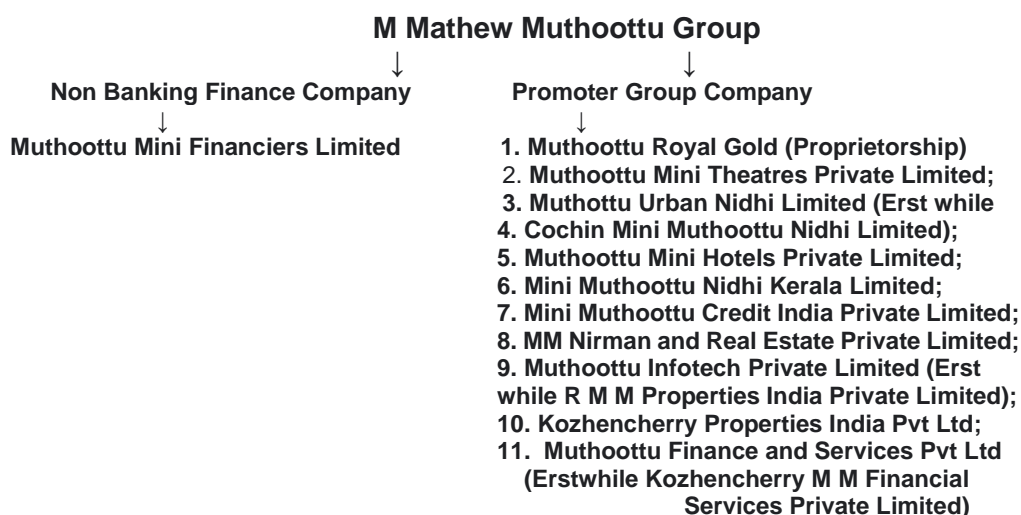
March 31, 2023, March 31, 2022, and March 31, 2021 comprised of 56,304, 50,883, 21,289 and, 20048 microfinance loan accounts respectively, aggregating to ₹ 221.68 Crores, ₹ 207.13 Crores, ₹ 64.35 Crores and, ₹ 51.49 Crores which is 7%, 6%, 3% and, 3% of our total loans and advances as on such specific dates. For the three months ended on June 30, 2023, and for the Fiscals ended 2023, 2022 and, 2021 the average loan amount advanced by us was ₹ 54,681, ₹53,766, ₹44,109 and, ₹40,513 per loan transaction. For the three-months period ended on June 30, 2023 and for the Fiscals ended March 31, 2023, March 31, 2022 and March 31, 2021, our yield on microfinance loan assets was 26.38%, 25.82%, 18.81% and, 17.62% respectively.

In addition to the loan business, we also offer depository participant services, money transfer services, insurance agents services, PAN card related services and travel agency services.

For the three months period ended on June 30, 2023, and for the Fiscals 2023, 2022 and, 2021, our total revenue was ₹ 156.20 Crores, ₹ 544.44 Crores, ₹ 430.24 Crores and ₹ 368.26 Crores, respectively. Our profit after tax, for the three months period ended on June 30, 2023, and for the Fiscals 2023, 2022 and, 2021, was ₹ 21.99 Crores, ₹ 67.49 Crores, ₹ 44.36 Crores and ₹ 31.73 Crores, respectively. For the three months period ended on June 30, 2023, and for the Fiscals 2023, 2022 and, 2021, our income from our Gold Loan business constituted 86.94%, 90.19%, 93.25% and, 95.10% respectively, of our total income. For the three months period ended on June 30, 2023, and for the Fiscals 2023, 2022 and, 2021, revenues from our microfinance loan business constituted 9.05%, 6.44%, 2.53% and, 2.32%, respectively, of our total income.

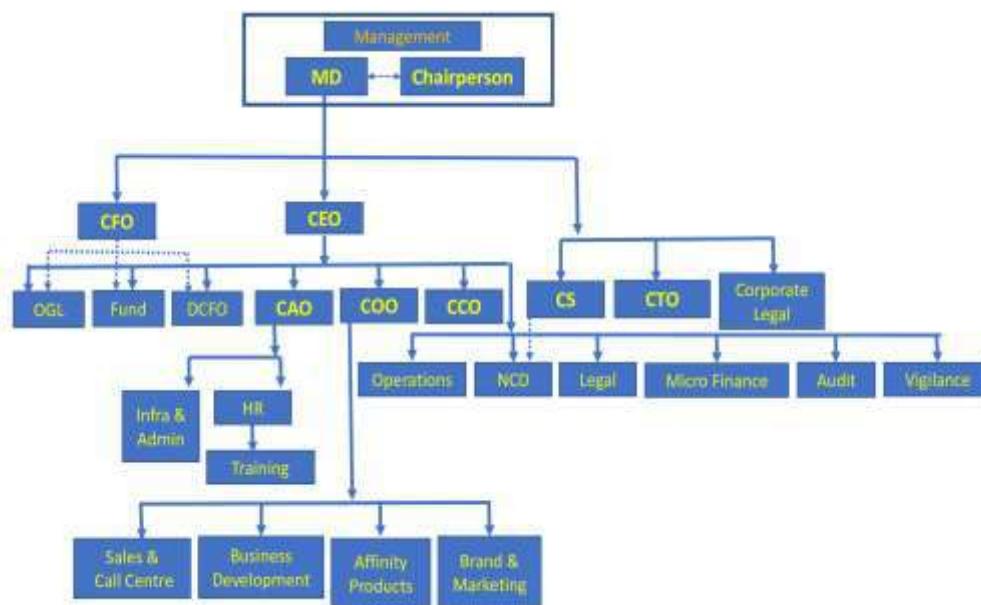
Gross non-performing loan assets were 0.50%, 0.43%, 0.61% and 0.86% of our gross loan portfolio under management for the three months period ended on June 30, 2023, and for the Fiscals 2023, 2022 and, 2021, respectively.

(b) **Structure of the group:**



The graphic description/organogram of the corporate structure of the issuer is as follows:

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



(c) **A brief summary of the business activities of the subsidiaries of the Issuer**

As of the date of this General Information Document, the Issuer has no subsidiaries

(d) **Details of branches or units where the Issuer carries on its business activities, if any**

As of the date of this General Information Document, the Issuer has 888 branches across 11 States and 1 Union Territory. The details of the branches of the Issuer are as follows:

State	As on September 30, 2023	As on March 31, 2023	As on March 31, 2022	As on March 31, 2021
Andhra Pradesh	143	117	80	72
Delhi	8	7	7	7
Goa	6	6	6	6
Gujarat	5	5	5	5
Haryana	5	5	3	3
Karnataka	115	115	112	110
Kerala	170	176	180	180
Maharashtra	2	2	2	2
Tamil Nadu	350	348	339	342
Puducherry (Union Territory)	1	1	1	1
Telangana	82	78	78	79
Uttar Pradesh	1	1	---	---
<b>Total</b>	<b>888</b>	<b>861</b>	<b>814</b>	<b>807</b>

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(e) **Project cost and means of financing, in case of funding of new projects**

N. A

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

S.NO	PARTICULARS	AMOUNT (INR)	PERCENTAGE OF TOTAL EXPENSES	OF ISSUE	PERCENTAGE OF TOTAL ISSUE SIZE
1.	Lead Manager(s) fees	Not applicable as the Debentures under this General Information Document are being issued on private placement basis under Section 42 of Companies Act, 2013, and no lead manager has been appointed for this issuance of Debentures.	N. A		N. A
2.	Underwriting commission	Not applicable as the Debentures under this General Information Document are being issued on private placement basis under Section 42 of Companies	N. A		N. A



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		Act, 2013, and no underwriting commission is being paid for this issuance of Debentures.		
3.	Brokerage, selling commission and upload fees	Not applicable as the Debentures under this General Information Document are being issued on private placement basis under Section 42 of Companies Act, 2013, and no brokerage, selling commission and upload fees is being paid for this issuance of Debentures.	N. A	N. A
4.	Fees payable to the registrars to the issue	#+	#+	#+
5.	Fees payable to the legal Advisors	Not applicable. The Issuer is being advised by its in-house legal and compliance team.	N. A	N. A
6.	Advertising and marketing expenses	N. A. **	N. A. **	N. A. **
7.	Fees payable to the regulators including stock exchanges	#+	#+	#+

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8.	Expenses incurred on printing and distribution of issue stationary	N. A. **	N. A. **	N. A. **
9.	Any other fees, commission and payments under whatever nomenclature	N. A. ***	N. A. ***	N. A. ***

\* As the Debentures will be issued by way of private placement to identified investors in accordance with the process prescribed by SEBI, no specific advertising and marketing expenses are envisaged to be payable in respect of such issue of Debentures.

\*\* As the Debentures will be issued by way of private placement to identified investors in accordance with the process prescribed by SEBI, no specific expenses are envisaged to be incurred on printing and distribution of issue stationary in respect of such issue of Debentures.

\*\*\* As the Debentures will be issued by way of private placement to identified investors in accordance with the process prescribed by SEBI, no specific fees, commission and payments under whatever nomenclature are envisaged to be incurred in respect of such issue of Debentures.

#+ To be set out in the relevant Key Information Document for the relevant issuance of Debentures.

#### 5.10 Financial Information:

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

Please refer to Annexure IV for the audited financial statements (i.e. Profit & Loss statement, Balance Sheet and Cash Flow statement) on a standalone basis for a period of three completed years along with the auditor's report along with the requisite schedules, footnotes, summary etc. Further, please also refer to Annexure IV for the limited review financial statements as on June 30, 2023.

The requirement of audited financial statements on a consolidated basis is not applicable to the Issuer.

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

N. A

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- (b) **Listed issuers (whose debt securities or specified securities are listed on recognised stock exchange(s)) in compliance with the listing regulations, may disclose unaudited financial information for the interim period in the format as specified therein with limited review report in the issue document, as filed with the stock exchanges, instead of audited financial statements for the interim period, subject to making necessary disclosures in this regard in issue document including risk factors.**

Please refer to Annexure IV for the financial statements for the financial year ending March 31, 2023 along with the limited review financial statements as on June 30, 2023.

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

- (i) **The issue is made on the Electronic Book Platform of the stock exchange, irrespective of the issue size; and**
- (ii) **In case of issue of securities on a private placement basis, the issue is open for subscription only to qualified institutional buyers.**

Not applicable as the Issuer has been in existence for a period of more than 3 (three) years prior to the date of this General Information Document.

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

Please refer to **Annexure IV** for the audited financial statements (i.e. Profit & Loss statement, Balance Sheet and Cash Flow statement) on a standalone basis for a period of three completed years along with the auditor's report along with the requisite schedules, footnotes, summary etc.

- (e) **Key operational and financial parameters on consolidated and standalone basis:**

**Standalone Basis:**

<b>PARTICULARS</b>	<b>MARCH 31, 2021 (INR in crores)</b>	<b>MARCH 31, 2022 (INR in crores)</b>	<b>MARCH 31, 2023 (INR in crores)</b>	<b>JUNE 30, 2023 (INR in crores)</b>
	Audited	Audited	Audited	Unaudited/Limited Review
<b>BALANCE SHEET</b>				
<b>Assets</b>				
Property, Plant and Equipment	187.17	184.28	193.9	194.88
Financial Assets	2310.07	3013.94	3632.68	3762.85
Non-financial Assets excluding property, plant and equipment	26.24	32.58	31.55	30.35
Total Assets	2523.48	3230.8	3858.13	3988.08
<b>Liabilities</b>				

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<b>Financial Liabilities</b>				
-Derivative financial instruments	0	0	0	0
-Trade Payables	0	0	0	0
-Debt Securities	1280.67	1611.62	1437.73	1394.38
-Borrowings (other than Debt Securities)	369.82	773.22	1526.65	1667.16
-Subordinated liabilities	338.02	265.87	243	254.58
-Other financial liabilities	16.77	14.72	17.4	16.43
<b>Non-Financial Liabilities</b>				
-Current tax liabilities (net)	0	0	0	0
-Provisions	1.57	4.71	5.09	4.79
-Deferred tax liabilities (net)	0	0	0	0
-other non-financial liabilities	3.3	2.96	3.06	3.56
Equity (Equity Share Capital and Other Equity)	513.33	557.7	625.19	647.18
<b>Total Liabilities and Equity</b>	<b>2523.48</b>	<b>3230.8</b>	<b>3858.12</b>	<b>3988.08</b>
<b>PROFIT AND LOSS</b>				
Revenue from operations	368.22	428.95	543.71	154.97
Other Income	0.04	1.29	0.73	1.23
<b>Total Income</b>	<b>368.26</b>	<b>430.24</b>	<b>544.44</b>	<b>156.2</b>
<b>Total Expense</b>	<b>315.01</b>	<b>370.82</b>	<b>462.67</b>	<b>125.77</b>
Profit after tax for the year	31.91	46.29	67.28	21.99
Other Comprehensive income	(0.18)	(1.93)	0.21	0
<b>Total Comprehensive Income</b>	<b>31.73</b>	<b>44.36</b>	<b>67.49</b>	<b>21.99</b>
Earnings per equity share (Basic)	12.79	18.55	26.96	35.24
Earnings per equity share (Diluted)	12.79	18.55	26.96	35.24
<b>Cash Flow</b>				
Net cash from/ used in (-) operating activities	(274.74)	(538.4)	(744.97)	(103.54)

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Net cash from/ used in (-) investing activities	(2.44)	(0.64)	(15.2)	(2.96)
Net cash from/ used in (-) financing activities	465.45	663.88	553.98	107.76
Net increase/decrease (-) in cash and cash equivalents	188.28	124.84	(206.19)	1.26
Cash and cash equivalents as per Cash Flow Statement as at the end of Half year	230.49	355.33	149.13	150.39
<b>Additional Information</b>				
Net Worth	493.96	537.04	604.06	626.73
Cash and cash equivalents	230.49	355.33	149.13	150.39
Loans	1978.94	2476.65	3243.99	3268.39
Loans (Principal Amount)	1922.79	2429.42	3158.93	3180.17
Total Debts to Total Assets	78.80%	82.05%	83.13%	83.15%
Interest Income	362.67	422.63	533.53	152.12
Interest Expense	187.02	218.67	275.86	78.96
Impairment on Financial Instruments	3.41	7.27	(2.29)	0.42
Bad Debts to Loans	0.21%	0.02%	0.02%	0.002%
% Stage 3 Loans on Loans (Principal Amount)	0.90%	0.63%	0.44%	0.51%
% Net Stage 3 Loans on Loans (Principal Amount)	0.51%	0.40%	0.31%	0.37%
Tier I Capital Adequacy Ratio (%)	22.38%	18.18%	15.99%	16.51%
Tier II Capital Adequacy Ratio (%)	3.37%	3.47%	6.82%	6.87%

- (f) **Details of any other contingent liabilities of the Issuer, based on the latest audited financial statements including amount and nature of liability:**

Please refer to page 119 of the Annual Report for the year ended March 31, 2023 as enclosed in Annexure IV.

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

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As on the date of this General Information Document, no corporate guarantee or letter of comfort has been provided by the Issuer in favour of/on behalf of any counterparty. The details of any corporate guarantee or letter of comfort provided after the date of this General Information Document shall be disclosed in any subsequent Key Information Document or General Information Document (as the case may be).

**5.11 A brief history of Issuer since its incorporation giving details of its following activities:**

(a) **Details of Share Capital as at last quarter end (i.e., September 30, 2023):**

Share Capital	Amount (INR)
<b>Authorised Share Capital</b>	
32500000 equity shares @ Rs.100 each	325,00,00,000
<b>TOTAL</b>	<b>325,00,00,000</b>
<b>Issued, Subscribed and Fully Paid- up Share Capital</b>	
24952539 equity shares @ Rs.100 each	249,52,53,900 <sup>8</sup>
<b>TOTAL</b>	<b>249,52,53,900</b>

(b) **Changes in its capital structure as at last quarter end (i.e., September 30, 2023) for the preceding three financial years and current financial year:**

There has been no change in the capital structure as at the last quarter end and for the preceding three financial years and current financial year.

Date of Change (AGM/EGM)	Authorised Capital (INR)	Particulars
Not Applicable		

(c) **Details of the equity share capital for the preceding three financial years and current financial year:**

There has been no issue of equity share capital for the preceding three financial years and current financial year.

Date of Allotment	Name of Investor	Number of Equity Shares	Face Value (in INR)	Issue Price (in Rs)	Consideration (Cash, other than cash etc.)	Nature of Allotment	Cumulative			Remarks
							Number of Equity Shares	Equity Share Capital (INR in Crore)	Equity Share Premium (INR In Crore)	
Not Applicable										

(d) **Details of any acquisition of or amalgamation with any entity in the preceding one year:**

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Not Applicable

(e) **Details of any reorganization or reconstruction in the preceding one year:**

Not Applicable

(f) **Details of the shareholding of the Company as at the latest quarter end (i.e., September 30, 2023), as per the format specified under the listing regulations:**

Sr No	Name of Equity Shareholder	Total No of Equity Shares	No. of shares in demat form	Total Shareholding as a % of total no of equity shares
1	MATHEW MUTHOOTTU	14779912	14779912	59.23
2	MUTHOOTTU MINI HOTELS PRIVATE LIMITED	2551298	2551298	10.22
3	MINI MUTHOOTTU CREDIT INDIA PRIVATE LIMITED	1419841	1419841	5.69
4	ROY M. MATHEW	999995	999995	4.01
5	RMM PROPERTIES INDIA PRIVATE LIMITED	629207	629207	2.52
6	NIZZY MATHEW	3354446	3354446	13.44
7	MUTHOOTTU MINI THEATRES PRIVATE LIMITED	1217835	---	4.88
8	THOMAS KUTTY	1	1	Negligible
9	SAMUEL KUTTY KV	1	1	Negligible
10	RAJU THOMAS	1	1	Negligible
11	IVAN MATHEW	1	1	Negligible
12	CK VARGHESE	1	1	Negligible

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(g) **List of top ten holders of equity shares of the Company as at the latest quarter end (i.e., September 30, 2023):**

Sr. No.	Name of the shareholders	Total Number of Equity shares	Total shareholding as % of total number of equity shares	Number of shares in demat form
1	MATHEW MUTHOOTTU	14779912	59.23	14779912
2	MUTHOOTTU MINI HOTELS PRIVATE LIMITED	2551298	10.22	2551298
3	MINI MUTHOOTTU CREDIT INDIA PRIVATE LIMITED	1419841	5.69	1419841
4	ROY M. MATHEW	999995	4.01	999995
5	RMM PROPERTIES INDIA PRIVATE LIMITED	629207	2.52	629207
6	NIZZY MATHEW	3354446	13.44	3354446
7	MUTHOOTTU MINI THEATRES PRIVATE LIMITED	1217835	4.88	-----
8	THOMAS KUTTY	1	Negligible	1
9	SAMUEL KUTTY KV	1	Negligible	1
10	RAJU THOMAS	1	Negligible	1
11	IVAN MATHEW	1	Negligible	1
12	CK VARGHESE	1	Negligible	1

**5.12 Following details regarding the directors of the Company:**

(a) **Details of the current directors of the Company:**

Name	Designation	DIN	Age	Address	Date of Appointment	Details of other Directorships
Mathew Muthoottu	Managing Director	01786534	34	Muthoottu House, Kozhencherry, Pathanamthitta 689 641, Kerala, India	07/03/2008	1. Muthoottu Mini Theatres Private Limited; 2. Mini Muthoottu Credit India Private Limited; 3. MM Nirman and Real Estate Private Limited; 4. Muthoottu Mini Hotels Private Limited; 5. Kandamath Cine Enterprises Private Limited; 6. Muthoottu Infotech Private Limited (Erstwhile R M M Properties India Private Limited); 7. Muthoottu Finance and Services Private Limited (Erstwhile Kozhencherry



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						Properties India Private Limited); 8. Kozhencherry M M Financial Services Private Limited; 9. Muthoottu Mini Nidhi Limited
Nizzy Mathew	Whole Time Director	01680739	70	Muthoottu House, Kozhencherry, Pathanamthitta 689 641, Kerala, India	10/10/2014	1. Muthoottu Mini Theatres Private Limited; 2. Muthoottu Urban Nidhi Limited (Erst while Cochin Mini Muthoottu Nidhi Limited); 3. Muthoottu Mini Hotels Private Limited; 4. Mini Muthoottu Nidhi Kerala Limited; 5. Mini Muthoottu Credit India Private Limited; 6. MM Nirman and Real Estate Private Limited; 7. Muthoottu Infotech Private Limited (Erst while R M M Properties India Private Limited); 8. Kozhencherry Properties India Private Limited; and 9. Muthoottu Finance and Services Private Limited (Erstwhile Kozhencherry M M Financial Services Private Limited)
Rajagopal MS	Independent Director	08114376	47	Sreemangalam, Ambedkar Colony, Thiruvappu P.O, Kottayam 686 020, Kerala, India	08/10/2018	---
MJ Paul	Independent Director	07218120	72	Chethalan, Deepthi Convent Road, Chalakudy, Kerala, India-680307	18/11/2019	1.Kosamattam Finance Limited
Manoj Kumar R	Independent Director	09357326	52	31/988Q, Souparnika Panorama Enclave, Lane 1, Subhash Chandra Bose Road, Vyttila, SO,	01/10/2021	---

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				Ernakulam 682 019, Kerala		
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(b) **Details of change in directors in the preceding three financial years and the current financial year:**

Name	Designation	DIN	Date of Appointment	Date of Cessation, if applicable	Date of Resignation, if applicable	Remarks
Nizzy Mathew	Wholetime Director	01680739	18-03-1998	----	-----	Appointed as Wholetime Director .  Appointment renewed as per statutory norms. Current period of appointment valid upto 31-12-2025
Mathew Muthoottu	Managing Director	01786534	07-03-2008	----	-----	Appointed as Managing Director  Appointment renewed as per statutory norms. Current period of appointment valid upto 30-05-2024
Rajagopal M.S.	Independent Director	08114376	08-10-2018	----	-----	Appointment as an Independent Director – Currently in his 2 <sup>nd</sup> tenure to continue upto 30-09-2024

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MJ Paul	Independent Director	07218120	18-11-2019	----	-----	Appointment as an Independent Director- 2 <sup>nd</sup> tenure to continue upto 31 <sup>st</sup> March 2024
Manoj Kumar R	Independent Director	09357326	01-10-2021	----	-----	Appointment as an Additional Director regularised as Director at the AGM held on 30-09-2022. Appointed as Independent Director in the EGM held on 24-03-2023 to hold office from 01-04-2023 to 30-09-2026
John V George	Additional Director	09121961	22-03-2021	September 30, 2021	September 30, 2021	Appointment as an Additional Director on March 22, 2021.  Cessation of tenure of appointment as an Additional Director on 30-09-2021.
Thomas Cherian	Independent Director	00492598	01-09-2014	September 30, 2020	September 30, 2020	Cessation as an Independent Director
Rudran Puthukulanga	Additional Independent Director	00546638	26-02-2020	September 26, 2020	September 26, 2020	Appointment as an Additional Independent Director on 26-02-2020

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						Resignation as an Additional Independent Director on 26-09-2020
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(c) **Details of directors' remuneration, and such particulars of the nature and extent of their interests in the issuer (during the current year and preceding three financial years):**

(i) **Remuneration payable or paid to a director by the issuer, its subsidiary or associate company; shareholding of the director in the company, its subsidiaries and associate companies on a fully diluted basis**

**Remuneration paid to our Directors in the last three financial years by Muthoottu Mini Financiers Limited**

The following table sets forth the remuneration (which includes sitting fees) paid by our Company to our Directors during last three financial year:

(₹ in lakhs)

Name	Nature of relationship	Financial Year						
		Remuneration (in INR in [in lakhs])				Shareholding pattern		
		Apr 01 2023 to Sep 30, 2023	2023	2022	2021	2023	2022	2021
Mathew Muthoottu	Managing Director	132.00	264.00	239.00	132.00	59.23%	59.23%	59.23%
Nizzy Mathew	Whole Time Director	90.00	180.00	180.00	108.00	13.44%	13.44%	13.44%
Rajagopal M.S.	Independent Director	1.65	3.10	3.15	3.20	Nil	Nil	Nil
Thomas Cherian*	Independent Director	NA	NA	NA	2.20	Nil	Nil	Nil
Jose Paul Maliakal	Independent Director	1.10	1.75	2.55	2.75	Nil	Nil	Nil
Rudran Puthukulangara***	Additional Director	NA	NA	NA	0.20	Nil	Nil	Nil
John V George**	Additional Director	NA	NA	0.45	0.20	Nil	Nil	Nil
Manoj Kumar R#	Independent Director	1.00	1.55	1.25	0	Nil	Nil	Nil

\*Thomas Cherian ceased to be a Director of our Company from September 30, 2020

\*\*John V George was appointed as Additional Director in the Meeting of Board of Directors held on March 22, 2021 and his tenure as additional Director ended on 30-09-2021.

\*\*\*Rudran Puthukulangara resigned from the Board with effect from September 26, 2020

#Manoj Kumar R was appointed as additional director by the board on 01-10-2021 and his appointment was regularised as a non-executive director by the members of the company at the AGM held on 30/09/2022 and he has been appointed as an independent director in the EGM held on 13-03-2023 for a period commencing from 01-04-2023 to 30-09-2026.

**Remuneration paid by subsidiary or associate company:** No subsidiary/associate company

(ii) **Appointment of any relatives to an office or place of profit of the issuer, its subsidiary or associate company:**

Sr. No.	Name of the Director	Financial Year	Appointment of any relatives to an office or place of profit
---------	----------------------	----------------	--

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			<b>in the Issuer</b>	<b>in the subsidiary</b>	<b>in the associate company</b>
Not Applicable					

(iii) **Full particulars of the nature and extent of interest, if any, of every director:**

A. **in the promotion of the Issuer:**

<b>Name of the Director</b>	<b>Number of shares</b>	<b>Relationship with other Directors</b>
Mathew Muthoottu	1,47,79,912	Son of Mrs. Nizy Mathew
Nizy Mathew	33,54,446	Mother of Mr. Mathew Muthoottu
MJ Paul	Nil	NA
Rajagopal MS	Nil	NA
Manojkumar R	Nil	NA

B. **in any immoveable property acquired by the Issuer in the two years preceding the date of the issue document or any immoveable property proposed to be acquired by it:**

Not Applicable

C. **where the interest of such a director consists in being a member of a firm or company, the nature and extent of his interest in the firm or company, with a statement of all sums paid or agreed to be paid to him or to the firm or company in cash or shares or otherwise by any person either to induce him to become, or to help him qualify as a director, or otherwise for services rendered by him or by the firm or company, in connection with the promotion or formation of the Issuer shall be disclosed**

The promoters of the Company Mr. Mathew Muthoottu & Mrs. Nizy Mathew together hold (50% each) entire share capital of the following companies who are the shareholders of this Company. The aforementioned persons are also directors on the board of directors of the Company, and are therefore involved in the management of the Company and promotion of the objects of the Company.

SN	Name of the group Company	Equity shares held in Muthoottu Mini Financiers Limited	% shareholding of the group company in Muthoottu Mini Financiers Limited
1	Muthoottu Mini Hotels Private Limited	2551298	10.22%
2	Mini Muthoottu Credit India Private Limited	1419841	5.69%

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3	Muthoottu Mini Theatres Private Limited	1217835	4.88%
4	Muthoottu Infotech Private Limited (Erstwhile RMM Properties India Private Limited)	629207	2.52%

- (d) **Contribution being made by the directors as part of the offer or separately in furtherance of such objects.**

Not Applicable

- 5.13 Any financial or other material interest of the directors, promoters, key managerial personnel or senior management in the offer and the effect of such interest in so far as it is different from the interests of other persons.**

Not Applicable

- 5.14 Following details regarding the auditors of the Issuer:**

- (a) **Details of the auditor of the Issuer:**

Name of the Auditor	Address	Date of Appointment
Ramdas & Venugopal	NO.7AGREEN PARK, NEAR DAYA HOSPITAL THIRUVAMBADY PO, THRISSUR, Kerala-KL- 680022	30/09/2022

- (b) **Details of change in auditors for preceding three financial years and current financial year:**

Name of the Auditor	Address	Date of Appointment	Date of cessation, if applicable	Date of resignation, if applicable
M/s Vishnu Rajendran Co, Chartered Accountants	3 <sup>rd</sup> Floor, CSI Commercial Centres, Baker Jn, PB No.227 Kottayam- 686 001	30-09-2015	30-09-2020	----
M/s. Manikandan & Associates, Chartered Accountants	NO: 78, SECOND FLOOR, DD OCEANO MALL, NEAR TAJ GATEWAY HOTEL, MARINE DRIVE, KOCHI,	28/09/2020	-----	14-01-2022

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	KERALA-682011			
M/s. Ramdas & Venugopal, Chartered Accountants	NO.7AGREEN PARK, NEAR DAYA HOSPITAL THIRUVAMBA DY PO, THRISSUR, Kerala-KL-680022	07/02/2022	30-09-2022	----
		Reappointed for second tenure on 30-09-2022		

**5.15 Details of the following liabilities of the Issuer, as at the end of the preceding quarter (i.e., September 30, 2023), or if available, a later date:**

(a) **Details of outstanding secured loan facilities (as on September 30, 2023):**

S r . N o .	Name of Party (in case of facility) / Name of Instrument	Type of facility / Instrument	Amount sanctioned / issued	Principal Amount outstanding as on 30.09.2023 (Rs.)	Date of Repayment / Schedule Maturity date of term loans	Security			Credit Rating	Secured / Unsecured	Asset Classification
						Primary	Collateral	Guarantee			
1	Ban dhan bank	Term Loan	75.00	68.75	15-06-2025	Paripassu first charge on			A-; Stable	secured	Standard
2	Ban dhan bank	CC/WC DL	5.00	-0.83		Current assets, loans and advances and standard receivables of the Company excluding micro	Cash collateral of 10% of the Sanctioned TL Limit	Personal Guarantee of Mr. Mathew Muthottu and Mrs. Nizzy Mathew	A-; Stable	secured	Standard

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						finance receivables with minimum asset cover of 1.15 times of the outstanding loan amount					
3	Bank of Baroda	Term Loan	35.00	14.00	20-11-2024	Paripassu first charge on			A-; Stable	secured	Standard
4	Bank of Baroda	Term Loan	75.00	57.50	31-08-2025	Current assets, loans and advances and standard receivables of the Company excluding micro finance receivables with minimum asset cover of 1.33 times of the outstanding loan amount to be maintained	Cash collateral of 25% of the Sanctioned TL Limit	Personal Guarantee of Mr. Mathew Muthottu and Mrs. Nizzy Mathew	A-; Stable	secured	Standard
5	Bank of Maharashtra	Term Loan	100.00	80.66	29-06-2025	First Pari-Passu charge by way	Cash collateral of 25% of the Sanctioned TL Limit	Personal Guarantee of Mr.	A-; Stable	secured	Standard



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6	Bank of Maharashtra	Term Loan	100.00	100.83	09-05-2026	of Hypothecation of standard loan receivables of the company to the extent of 1.11 times of outstanding loan amount to be maintained	Cash collateral of 20% of the Sanctioned TL Limit	Mathew Muthottu and Mrs. Nizy Mathew	A-; Stable	secured	Standard
7	Canara Bank	Term Loan	100.00	16.60	31-03-2024	) first Pari passu charge on gold loan receivables of the company excluding microfinance receivables with 20% margin.	Cash margin in the form of fixed deposits to the extent of 25% of the exposure .	Personal Guarantee of Mr. Mathew Muthottu and Mrs. Nizy Mathew	A-; Stable	secured	Standard
8	Canara Bank	Term Loan	50.00	24.99	21-03-2025	Pari passu first charge by way of hypothecation of gold loan receivables of the company	Cash margin in the form of fixed deposits to the extent of 25% of the exposure .	Mrs. Nizy Mathew	A-; Stable	secured	Standard
9	Canara Bank	Term Loan	65.00	48.71	21-12-2025				A-; Stable	secured	Standard
10	Canara Bank	Term Loan	40.00	25.56	05-08-2025				A-; Stable	secured	Standard

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						y (exclud ing microfin ance receivab les) for the loans disburse d by them to individu als against pledge of gold orname nts. The minimu m ACR to be maintai ned at 1.25 times of outstand ing liability.					
11	Cath olic Syri an Ban k	Ter m Loa n	30.0 0	15.68	21- 01- 202 6	Pari- passu first charge on gold loan  receivab les of the compan y (present & future) along with other secured lenders with 25% margin.	Lien Noted FD/Cash collaterals, sufficient to cover 25% of the total exposure, at any point of time (WCDL+ Rundown balance of TL)	Persona l Guarant ee of Mr. Mathew Muthoo ttu and Mrs. Nizzy Mathew and Corpora te Guarant ee of M/s Muthoo ttu Mini Hotels Pvt Ltd	A-; Stable	secu red	Stan dard
12	Cath olic Syri an Ban k	WC DL	25.0 0	25.00					A-; Stable	secu red	Stan dard

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13	Catholic Syrian Bank	WC DL	25.00	24.97	Pari-passu first charge on gold loan receivables of the company (present & future) along with other secured lenders with 20% margin.			A-; Stable	secured	Standard
14	City Union Bank	OD	10.00	9.95	Pari-passu first charge on gold loan receivables of the company along with other secured lenders with 25% margin.	nil	nil	A-; Stable	secured	Standard
15	DCB	CC/WC DL	10.00	9.93	First pari-passu charge on receivables/book debts (pertaining to gold loan book)	cash margin of 10% to be maintained at all times.	nil	A-; Stable	secured	Standard
16	DCB	CC/WC DL	15.00	14.99				A-; Stable	secured	Standard

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						other than those specifically charged to other lenders covering 125% of loan exposure at all times. maintained at all times.					
17	Dhanlaxmi Bank	CC/WC DL	49.00	48.93		Pari-passu charge by way of hypothecation of current assets, loans, advances and book debts including gold loan receivable, with a margin of 25%.	Collateral security: Equitable mortgage of 34.39 ares of vacant land at Pathanamthitta village, Kozhencheri Taluk, Pathanamthitta District in the name of Muthottu Mini Theatres (Private) Limited, Equitable mortgage of 2.40 ares land with 4500 Sq. ft 3 storied building at Konni village, Konni Taluk, Pathanamthitta District and Fixed Deposit of 551 lakhs	Personal Guarantee of Mr. Mathew Muthottu and Mrs. Nizzy Mathew and Corporate Guarantee of M/s Muthottu Mini Hotels Pvt Ltd & Muthottu Mini Theatres P Ltd			
								A-; Stable	secured	Standard	

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18	Equitas Small Finance Bank	Term Loan	15.00	12.00	31-08-2024	Pari Passu First Charge on all Standard Gold loan receivables of the Company both present & future to the extent of 1.10x of the outstanding term loan	cash margin of 10% to be maintained at all times.	Personal Guarantee of Mr. Mathew Muthottu and Mrs. Nizy Mathew	A-; Stable	secured	Standard
19	HD FC	OD against FD	1.00	1.00		100%					Standard
20	HD FC	CC/WC DL	149.00	150.20		a) First pari passu charge on all current assets of the Co, both current and future including receivables (Gold loan receivables excluding Micro Finance receivables) with 15% margin			A-; Stable	secured	Standard
21	HD FC	Term loan	50.00	50.00	04-02-2025		cash margin of 25% to be maintained at all times.	Personal Guarantee of Mr. Mathew Muthottu and Mrs. Nizy Mathew	A-; Stable	secured	Standard

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22	Indian Bank	Term Loan	50.00	27.53	29-03-2025	a) First pari passu charge on all current assets of the Co, both current and future including receivables (Gold loan receivables excluding Micro Finance receivables) with 20% margin			A-; Stable	secured	Standard
23	Indian Bank	CC/WC DL	10.00	10.08		Personal Guarantee of Mr. Mathew Muthottu and Mrs. Nizy Mathew	cash margin of 25%		A-; Stable	secured	Standard
24	IDBI	CC/WC DL	40.00	39.91		Pari-passu first charge on gold loan receivables of the company (present & future) along with other secured lenders with 25% margin.	cash margin of 25%		A-; Stable	secured	Standard
25	IDFC First	CC/WC DL	5.00	5.00		First Pari passu	Cash margin of 25% in the		A-; Stable	secured	Standard

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	Bank					charge of standard book debts and receivables with security cover of	form of FDs to be maintained on O/S loan amount	ee of Promoters Mr. Mathew Muthottu and Mrs. Nizzy Mathew			
26	IDFC First Bank	Term Loan	55.00	22.92	10-07-2024	1.2 times. All book debts charged should be Standard not be more than 90 DPD			A-; Stable	secured	Standard
27	IDFC First Bank	Term loan	125.00	107.64	20-04-2026	First Pari passu charge of standard book debts and receivables with security cover of 1.15 times. All book debts charged should be Standard not be more than 90 DPD	Cash margin of 15% in the form of FDs to be maintained on O/S loan amount		A-; Stable	secured	Standard

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28	Indusind Bank	CC/WC DL	100.00	95.76		05.85 ares along with a three storied building comprises in re-survey number 83 in block number 179 of Kollam East Village, Kollam Taluk;09.250 cents (03.74 Ares) situated at Survey No. 2786/C-1, 2786/C-2-1 at Vanchiyoor , Trivandrum along with building bearing T.C. nos. 26/44 and 45; and Property having an extent of 19 cents (07.69 ares) and all other things attached thereto comprised in old sy.no.290/3 (re-sy no 170/2-1) of Pandalam Village, Adoor Taluk, cash collateral by way of FDR of		A-; Stable	secured	Standard
29	Indusind Bank	CC/WC DL	100.00	50.00	First pari-passu charge on the Book Debts and Receivables and other current assets together with secured debenture holder and working capital bankers/ NBFC with IBL's Security cover of 1.33x. The security cover offered to lenders in MBA is in the range of 1.11-1.33x	Personel Guarantee of Promoters Mr. Mathew Muthottu and Mrs. Nizzy Mathew		A-; Stable	secured	Standard



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							25% of limit above 100 crores				
30	Indian Overseas Bank	Term Loan	50.00	50.00	31-03-2028	Paripassu first charge on Current assets, loans and advances and standard receivables of the Company excluding micro finance receivables with minimum asset cover of 1.33 times of the outstanding loan amount to be maintained - margin 25%	Cash margin of 25% in the form of FDs	Personal Guarantee of Promoters Mr. Mathew Muthoottu and Mrs. Nizzy Mathew	A-; Stable	secured	Standard
31	Karnataka Bank	Term Loan	50.00	35.38	21-01-2025	Paripassu First Charge on the current assets, loans	Nil	Personal Guarantee of Promoters Mr. Mathew Muthoo	A-; Stable	secured	Standard

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						and advances and standard receivables of the Company excluding micro finance receivables with minimum asset cover of 1.10 times of the outstanding loan amount at any point of time.		ttu and Mrs. Nizzy Mathew			
32	Karur Vysya Bank	Term Loan	25.00	17.98	14-02-2027	Pari passu first charge over gold loan receivables, both present and future; and other current assets of the company, with other secured lenders except those which are specific	Equitable Mortgage of – Extent of 24.37 ares (10.12 ares in Sy. 332/8, 10.20 ares in Sy No; 332/8-5, 4.05 ares in Sy.No: 332/8-5) in Kozhencherri Gramapanchayath ward No: VIII, Pazhayathuru Junction, Extent of 32.79 ares in sy. No: 332/9A in Kozhencher	Personal guarantee of Nizzy Mathew and Mathew Muthottu. Corporate Guarantee of M/s Muthottu Mini Hotels Pvt Ltd.	A-; Stable	secured	Standard
33	Karur Vysya Bank	Term Loan	25.00	20.45	31-12-2025				A-; Stable	secured	Standard
34	Karur Vysya Bank	CC/WC DL	25.00	24.94					A-; Stable	secured	Standard

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						ally charged to any term lenders with 25% margin.	ry Grama panchayath Ward No: VIII, Pazhayathe ruvu Junction, Kozhencher ry Village, Kozhencher ry Taluk, Pathanamth itta District standing in the name of M/s Muthoottu Mini Hotels Private Limited. Kozhencher ry Village, and Lien on Fixed Deposits to the tune of ₹ 468 lakhs (TD No. 150346400 0000131)				
35	Punjab National Bank	CC/WC DL	50.00	49.73		1st Pari Passu charge on Gold Loan receivables and other current assets (excluding cash collateral given specifically to each bank) of the Company with minimum Asset	Equitable/Registered Mortgage of immovable property multiplex theatre Dhanya & Remya, situated at Survey No. 34, M. C. Road, Kottayam, Kerala FD of ₹ 258 lakhs.	Personal guarantee of Mathew Muthoottu and Nizzy Mathew	A-; Stable	secured	Standard

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						Coverage of 1.33 times of the Loan amount margin of 25%					
36	Punjab and Sind Bank	Term Loan	25.00		31-03-2025	a) First Pari passu charge by way of hypothecation of current assets of the company including book debts, loans and advances and receivables including gold loan receivables both present and future along with other banks with 20% margin.	Collateral: 25% cash collateral	Personal guarantee of Mathew Muthottu and Nizzy Mathew	A-; Stable	secured	Standard

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37	State Bank of India	CC/WC DL	40.00	39.61	Hypothecation and Pari-passu first charge over Gold loan receivables and other current assets, both present and future except those which are specifically charged to any lenders with a margin of 25%.	Equitable mortgage of 32.86 ares of land regarding serial number 219/2, block number 13 in Maradu village, in the name of Muthoottu Mini Theatres Private Limited	Personal guarantee of Mathew Muthoottu, and Nizy Mathew and Corporate guarantee of Muthoottu Mini theatres Pvt Ltd.	A-; Stable	secured	Standard
38	South Indian Bank	CC/WC DL	100.00	100.09	First Pari passu charge along with other secured lenders, by way of hypothecation of current portion of loan receivables of standard assets (other	Cash collateral-25% of the proposed limit in the form of FD	Personal guarantee of Mathew Muthoottu and Nizy Mathew	A-; Stable	secured	Standard

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						than those secured to term loan lenders) and which are not overdue as per RBI/Regulatory guidelines with 25% margin				
39	Union Bank Of India	CC/WC DL	100.00	99.81	First pari passu floating charge on current assets, book debts, loans and advances and receivables including gold loan receivables with a margin of 25%.	EM of land having its improvements and building there in to an extent of 4.05 Ares in survey no 93/1-2 of Tholicode Village, Nedumangadu Taluk, Thiruvananthapuram District, Kerala State in the name of M/s Muthoottu Mini Financiers Ltd -EM of 16.17 Ares (40 cents) of land in Sy. No. 33/3/1, 33/3/1-1, 33/3/1-2, 33/3/1/3 and 33/3/1/4	Personal guarantee of Mathew Muthoottu, and Nizzy Mathew and Corporate guarantee of Muthoottu Mini Hotels Pvt Ltd.			
								A-; Stable	secured	Standard

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							situated at Pathanamthitta village, Kerala.- Pledge of Deposit no: 012520100 083648, 361203230 000486 and 361203230 000569 in the name of M/s Muthoottu Mini Financiers Ltd.				
40	UC O Bank	Term Loan	50.00	40.35	31-07-2027	1 <sup>st</sup> hypothecation charge on receivables including advances against security of gold both present and future, on passu basis along with other WC lenders and debenture holders. with margin 25%. Company to maintain	FDR to the tune of 25% of the limit	Personal guarantee of Mathew Muthoottu and Nizzy Mathew	A-; Stable	secured	Standard
41	UC O Bank	CC/WC DL	20.00	19.82					A-; Stable	secured	Standard
42	UC O Bank	Term Loan	50.00	50.00	18-09-2026				A-; Stable	secured	Standard

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						n security cover of 1.33 times during the tenure of the loan					
4 3	Utkarsh Small Finance Bank	Term Loan	15.0 0	5.57	25- 06- 202 4	) Primary : 1.10x of Receiv ables - First Pari- passu charge on BookDe bts/Loa n assets includin g gold loan receivab les of the Compan y(both present and future) to the extent of 110o/o of the exposur e created out of Utkarsh Small Finance Bank Ltd funding	Collateral : 25% of the Loan Amount sanctioned in the form of FDR duly	) Persona l Guarant ee of Promot ers Mr Mathew Muthoo ttu and MRs. Nizzy Mathew	A-; Stable	secured	Standard



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44	Yes Bank	CC/WC DL	50.00	25.00		Pari Passu First Charge on the current assets, loans and advances and standard receivables of the Company excluding micro finance receivables with minimum asset cover of 1.10 times of the outstanding loan amount at any point of time	Cash margin of 10% in the form of FDs to be maintained on disbursed loan amount	) Personal Guarantee of Promoters Mr Mathew Muthottu and Mrs. Nizy Mathew	A-; Stable	secured	Standard
45	Tata Capital	Term Loan	20.00	15.24	05-01-2025	exclusive charge by way of hypothecation over loan assets/book debts of the company micro finance Book (both present	nil	Personal guarantee of Mrs. Nizy Mathew and Mr. Mathew Muthottu	A-; Stable	Secured	Standard

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						& future) at minimum of 1.25x of the loan outstanding. Portfolio hypothecated should have NIL Over dues.					
46	Hinduja Loyal and Finance	Term Loan	15.00	10.94	20-02-2025	) Exclusive charge by way of hypothecation over loan assets/book debts of the company micro finance Book( (both present & future) at minimum of 1.10 of the loan outstanding)	nil	Personal guarantee of Mrs.Nizy Mathew and Mr. Mathew Muthottu	A-; Stable	Secured	Standard
47	Union Bank of India	Term Loan	25.00	22.91	21-06-2026	Exclusive charge on hypothecation	nil	Personal guarantee of Mathew Muthoo	A-; Stable	Secured	Standard

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						of receivables of MICRO FINANCE with margin 10%.		ttu, and Nizzy Mathew			
State Bank of India	Vehicle Loan	0.80	0.32	27-01-2026	Hypothecation of vehicle purchased	nil			Secured	Standard	
Bank of Maharashtra	Vehicle Loan	1.00	0.86	16-04-2029	Hypothecation of vehicle purchased	nil	Personal guarantee of Mrs. Nizzy Mathew and Mr. Mathew Muthoottu		Secured	Standard	
HD FC	Vehicle Loan	0.71	0.67	07-02-2030	Hypothecation of vehicle purchased	nil			Secured	Standard	
Bank of Baroda	Credit Cards	4.00	0.03		Fixed Deposit				Secured	Standard	
<b>Total</b>		<b>2,250.51</b>	<b>1,801.60</b>								

## (b) Details of outstanding unsecured loan facilities (as on September 30, 2023):

Name of Lender	Type of Facility	Amount Sanctioned (INR in Crore)	Principal Amount Outstanding (INR in Crore)	Repayment Date/ Schedule	Credit Rating, if applicable
Vistra ITCL India Limited & Mitcon Credentia Trusteeship Services	Subordinate debt	264.17	264.17	From May 2025 to February 2030	NA

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Limited (Debenture Trustees)					
Mr.Harikumar & Mr.Varghese Mathew (Debenture Trustees)	Private NCD (Unsecured) Unisted	2.00	2.00	June 2024	NA
Vistra ITCL India Limited & Mitcon Credentia Trusteeship Services Limited (Debenture Trustees)	Public NCD (Unsecured) Listed	136.61	136.61	From March 2026 to September 2028	NA
<b>TOTAL</b>		<b>402.78</b>	<b>402.78</b>		

(c) **Details of Outstanding Non-Convertible Securities (as on September 30, 2023):**

Series of Non-Convertible Securities	ISIN	Tenor / Period of Maturity	Coupon	Amount outstanding (INR in lakhs)	Date of Allotment	Redemption Date / Schedule	Credit Rating	Secured / Unsecured	Security
1	INE101Q07391	60 Months	10	17.97	24-04-2019	24-04-2024	IND A-/Stable	Secured	First ranking pari-passu charges with existing secured creditors, on current assets including book debts, loans and advances, cash and bank balances (not including

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									g reserves created in accordance with law) and receivables both present and future of the Company
2	INE101Q07 409	60Months	CUM (10.47 yield)	21.15	24-04- 2019	24-04- 2024		Secured	First ranking pari-passu charges with existing secured creditors, on current assets including book debts, loans and advances, cash and bank balances (not including reserves created in accordance with law) and receivables both present
							IND A- /Stable		

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									and future of the Company
3	INE101Q07524	60 Months	10.35	13.44	12-09-2019	12-09-2024	CARE A-; Stable	secured	First ranking pari-passu charges with existing secured creditors, on current assets including book debts, loans and advances, cash and bank balances (not including reserves created in accordance with law) and receivables both present and future of the Company
4	INE101Q07532	60 Months	10.65	2.67	12-09-2019	12-09-2024	CARE A-; Stable	secured	First ranking pari-passu charges with existing

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									secured creditor s, on current assets including book debts, loans and advances, cash and bank balance s (not including reserves created in accordance with law) and receivables both present and future of the Company
5	INE101Q07 540	60 Months	CUM (10.35 yield)	22.67	12-09- 2019	12-09- 2024	CARE A-; Stable	secured	First ranking pari-passu charges with existing secured creditor s, on current assets including book debts, loans and advances, cash

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									and bank balances (not including reserves created in accordance with law) and receivables both present and future of the Company
6	INE101Q07581	50 Months	CUM (10.22 yield)	30.95	18-02-2020	17-04-2024	CARE A-; Stable	secured	First ranking pari-passu charges with existing secured creditors, on current assets including book debts, loans and advances, cash and bank balances (not including reserves created in accordance with law)



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									and receivables both present and future of the Company
7	INE101Q07 599	60 Months	10.5	27.27	18-02- 2020	17-02- 2025	CARE A-; Stable	secured	First ranking pari- passu charges with existing secured creditors, on current assets including book debts, loans and advances, cash and bank balances (not including reserves created in accordance with law) and receivables both present and future of the Company

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8	INE101Q07 607	70 Months	CUM(10 .07 yield)	1.65	18-02- 2020	17-12- 2025	CARE A-; Stabl e	secured	First ranking pari-passu charges with existing secured creditors, on current assets including book debts, loans and advances, cash and bank balances (not including reserves created in accordance with law) and receivables both present and future of the Company
9	INE101Q07 615	85 Months	CUM(10 .28 Yield)	41.93	18-02- 2020	17-03- 2027	CARE A-; Stabl e	secured	First ranking pari-passu charges with existing secured creditors, on current assets

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									including book debts, loans and advances, cash and bank balances (not including reserves created in accordance with law) and receivables both present and future of the Company
10	INE101Q07 698	50 Months	CUM (10.22 yield)	16.86	02-07- 2020	31-08- 2024	CARE A-; Stable	secured	First ranking pari-passu charges with existing secured creditors, on current assets including book debts, loans and advances, cash and bank balances (not including

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									g reserves created in accordance with law) and receivables both present and future of the Company
11	INE101Q07 706	60 Months	10.5	36.84	02-07- 2020	01-07- 2025	CARE A-; Stable	secured	First ranking pari-passu charges with existing secured creditors, on current assets including book debts, loans and advances, cash and bank balances (not including reserves created in accordance with law) and receivables both present

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									and future of the Company
12	INE101Q07714	85 Months	CUM(10.28 Yield)	31.56	02-07-2020	31-07-2027	CARE A-; Stable	secured	First ranking pari-passu charges with existing secured creditors, on current assets including book debts, loans and advances, cash and bank balances (not including reserves created in accordance with law) and receivables both present and future of the Company
13	INE101Q07763	50 Months	CUM (10.22 Yield)	7.53	30-09-2020	29-11-2024	IND A-/Stable	secured	First ranking pari-passu charges with existing

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									secured creditor s, on current assets includin g book debts, loans and advance s, cash and bank balance s (not includin g reserves created in accorda nce with law) and receiva bles both present and future of the Compa ny
14	INE101Q07 771	60 Month s	10.5	31.22	30-09- 2020	29-09- 2025	IND A- /Stab le	secured	First ranking pari-passu charges with existing secured creditor s, on current assets includin g book debts, loans and advance s, cash

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									and bank balances (not including reserves created in accordance with law) and receivables both present and future of the Company
15	INE101Q07 789	85 Months	CUM(10 .28 Yield)	16.08	30-09- 2020	29-10- 2027	IND A- /Stable	secured	First ranking pari-passu charges with existing secured creditors, on current assets including book debts, loans and advances, cash and bank balances (not including reserves created in accordance with law)

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									and receivables both present and future of the Company
16	INE101Q07 821	36 Months	10	21.23	24-11- 2020	23-11- 2023	IND A- /Stable	secured	First ranking pari- passu charges with existing secured creditors, on current assets including book debts, loans and advances, cash and bank balances (not including reserves created in accordance with law) and receivables both present and future of the Company



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17									First ranking pari-passu charges with existing secured creditors, on current assets including book debts, loans and advances, cash and bank balances (not including reserves created in accordance with law) and receivables both present and future of the Company
	INE101Q07839	50 Months	CUM (10.22 yield)	8.65	24-11-2020	23-01-2025	IND A-/Stable	secured	
18									First ranking pari-passu charges with existing secured creditors, on current assets
	INE101Q07847	60 Months	10.5	36.24	24-11-2020	21-11-2025	IND A-/Stable	secured	

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									including book debts, loans and advances, cash and bank balances (not including reserves created in accordance with law) and receivables both present and future of the Company
19	INE101Q07 854	85 Months	CUM(10 .28 yield)	17.59	24-11- 2020	23-12- 2027	IND A- /Stable	secured	First ranking pari-passu charges with existing secured creditors, on current assets including book debts, loans and advances, cash and bank balances (not including

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									g reserves created in accordance with law) and receivables both present and future of the Company
20									First ranking pari-passu charges with existing secured creditors, on current assets including book debts, loans and advances, cash and bank balances (not including reserves created in accordance with law) and receivables both present
	INE101Q07 896	42 Months	10	47.27	15-02- 2021			secured	
						14-08- 2024	IND A- /Stable		

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									and future of the Company
21	INE101Q07904	66 Months	CUM (10.71 yield)	21.82	15-02-2021	14-08-2026	IND A-/Stable	secured	First ranking pari-passu charges with existing secured creditors, on current assets including book debts, loans and advances, cash and bank balances (not including reserves created in accordance with law) and receivables both present and future of the Company
22	INE101Q08118	61 Months	10.25	27.71	15-02-2021	13-03-2026	IND A-/Stable	Unsecured	Unsecured

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23	INE101Q08 126	85 Months	CUM (10.41 yield)	21.36	15-02- 2021	14-02- 2028	IND A- /Stab le	Unsecur ed	Unsecur ed
24	INE101Q07 946	42 Months	9.75	25.15	03-05- 2021	02-11- 2024	IND A- /Stab le	secured	First ranking pari-passu charges with existing secured creditors, on current assets including book debts, loans and advances, cash and bank balances (not including reserves created in accordance with law) and receivables both present and future of the Company
25	INE101Q07 953	50 Months	CUM (10.22 yield)	12.81	03-05- 2021	02-07- 2025	IND A- /Stab le	secured	First ranking pari-passu charges with existing secured

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									creditor s, on current assets includin g book debts, loans and advance s, cash and bank balance s (not includin g reserves created in accordan ce with law) and receptiv e both present and future of the Compa ny
26	INE101Q08 134	61 Month s	10.25	24.05	03-05- 2021	02-06- 2026	IND A- /Stab le	Unsecur ed	Unsecur ed
27	INE101Q08 142	84 Month s	CUM(10 .41 yield)	13.49	03-05- 2021	02-05- 2028	IND A- /Stab le	Unsecur ed	Unsecur ed
28	INE101Q07 995	42 Month s	9.5	44.04	16-09- 2021	15-03- 2025	CARE A-; Stabl e	Secured	First ranking pari- passu charges with existing secured creditor s, on current

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									assets including book debts, loans and advances, cash and bank balances (not including reserves created in accordance with law) and receivables both present and future of the Company.
29	INE101Q07 AA1	50 months	Cum (10.22 yield)	33.57	16-09- 2021	15-11- 2025	CARE A-; Stable	Secured	First ranking pari-passu charges with existing secured creditors, on current assets including book debts, loans and advances, cash and bank balances (not

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									including reserves created in accordance with law) and receivables both present and future of the Company.
30	INE101Q08 159	66 months	10	25.92	16-09- 2021	15-03- 2027	CARE A-; Stabl e	Unsecur ed	Unsecur ed
31	INE101Q08 167	84 Months	Cum (10.41 yiedl)	24.08	16-09- 2021	15-09- 2028	CARE A-; Stabl e	Unsecur ed	Unsecur ed
32	INE101Q07 AC7	24 Months	8.75	19.19	03-01- 2022	02-01- 2024	CARE A-; Stabl e	Secured	First ranking pari-passu charges with existing secured creditors, on current assets including book debts, loans and advances, cash and bank balances (not including reserves



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									created in accordance with law) and receivables both present and future of the Company.
33	INE101Q07 AD5	24 Months	Cum (9.09 yield)	23.02	03-01- 2022	02-01- 2024	CARE A-; Stable	Secured	First ranking pari-passu charges with existing secured creditors, on current assets including book debts, loans and advances, cash and bank balances (not including reserves created in accordance with law) and receivables both present and future

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									of the Company.
34									First ranking pari-passu charges with existing secured creditors, on current assets including book debts, loans and advances, cash and bank balances (not including reserves created in accordance with law) and receivables both present and future of the Company.
	INE101Q07 AE3	36 Months	Cum (9.5 yield)	17.51	03-01- 2022	02-01- 2025	CARE A-; Stable	Secured	
35	INE101Q07 AFO	48 Months	9.75	61.82	03-01- 2022	02-01- 2026	CARE A-; Stable	Secured	First ranking pari-passu charges with existing secured creditor

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									s, on current assets including book debts, loans and advances, cash and bank balances (not including reserves created in accordance with law) and receivables both present and future of the Company.
36	INE101Q07 AG8	66 Months	Cum(10.13 yield)	26.19	03-01-2022	02-07-2027	CARE A-; Stable	Secured	First ranking pari-passu charges with existing secured creditors, on current assets including book debts, loans and advances, cash and bank

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									balance s (not including reserves created in accordance with law) and receivables both present and future of the Company.
37	INE101Q07 A14	24 Month s	8.50%	25.55	23-05- 2022	22-05- 2024	CARE A-; Stabl e	Secured	First ranking pari-passu charges with existing secured creditors, on current assets including book debts, loans and advances, cash and bank balance s (not including reserves created in accordance with law) and receiva

									bles both present and future of the Company.
38	INE101Q07 AJ2	24 Months	Cum(8.9 yield)	33.35	23-05-2022	22-05-2024	CARE A-; Stable	Secured	First ranking pari-passu charges with existing secured creditors, on current assets including book debts, loans and advances, cash and bank balances (not including reserves created in accordance with law) and receivables both present and future of the Company.
39	INE101Q07 AK0	36 Months	Cum (9.25 yield)	28.69	23-05-2022	22-05-2025	CARE A-; Stable	Secured	First ranking pari-passu

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									charges with existing secured creditors, on current assets including book debts, loans and advances, cash and bank balances (not including reserves created in accordance with law) and receivables both present and future of the Company.
40	INE101Q07 AL8	48 Months	9.50%	90.70	23-05- 2022	22-05- 2026	CARE A-; Stable	Secured	First ranking pari-passu charges with existing secured creditors, on current assets including book debts, loans

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									and advances, cash and bank balances (not including reserves created in accordance with law) and receivables both present and future of the Company.
41	INE101Q07 AM6	66 Months	Cum (10.00 yield)	43.55	23-05- 2022	22-11- 2027	CARE A-; Stable	Secured	First ranking pari-passu charges with existing secured creditors, on current assets including book debts, loans and advances, cash and bank balances (not including reserves created in

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										accordance with law) and receivables both present and future of the Company.
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(d) **Details of commercial paper issuances as at the end of the last quarter (i.e., September 30, 2023) in the following format:**

Series of Non-Convertible Securities	IS IN	Tenor / Period of Maturity	Coupon	Amount outstanding (INR in Crore)	Date of allotment	Redemption Date / Schedule	Credit Rating	Secured / Unsecured	Securitized	Other details viz. details of Issuing and Paying Agent, details of Credit Rating Agencies
Not Applicable										

(e) **List of top ten holders of non-convertible securities in terms of value (on a cumulative basis as on September 30, 2023):**

Sr. No.	Name of holders	Category of holder	Face value of holding	Holding as a % of total outstanding non-
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				convertible securities of the Issuer
1.	JAI MAMMEN	NCD	1000	3,00,00,000
2.	MONETARY KURIES PRIVATE LTD	NCD	1000	3,00,00,000
3.	TRESA ROSE	NCD	1000	2,50,00,000
4.	ANU S	NCD	1000	2,45,00,000
5.	GEORGE KALEEKAN SENAPATHY	NCD	1000	1,91,13,000
6.	JOSE V J	NCD	1000	1,86,98,000
7.	SUDHARMA PREMKUMAR	NCD	1000	1,50,00,000
8.	ROSAMMA PHILIP	NCD	1000	1,49,00,000
9.	AJO MATHEW	NCD	1000	1,27,00,000
10.	JIJIMON JOSEPH	NCD	1000	1,25,00,000

(f) **List of top ten holders of Commercial Paper in terms of value (in cumulative basis):**

Sr. No.	Name of holder	Category of holder	Face value of holding	Holding as a % of total commercial paper outstanding of the Issuer
Not Applicable				

(g) **Details of the bank fund based facilities/ rest of the borrowing (if any, including hybrid debt like Foreign Currency Convertible Bonds (FCCB), Optionally Convertible Debentures/ Preference Shares) from financial institutions or financial creditors:**

Name of Party (in case of facility) / Name of Instrument	Type of facility / Instrument	Amount sanctioned / issued	Principal Amount outstanding	Date of Repayment / Schedule	Credit Rating	Secured / Unsecured	Security
NA	NA	NA	NA	NA	NA	NA	NA

**5.16 The amount of corporate guarantee or letter of comfort issued by the Issuer along with name of the counterparty (like name of the subsidiary, joint venture entity, group company, etc.) on behalf of whom it has been issued, contingent liability including debt service reserve account guarantees/ any put option etc. (Details of any outstanding borrowings taken/ debt securities issued for consideration other than cash). This information shall be disclosed whether such borrowing/ debt securities have been taken/ issued: (a) in whole or part, (b) at a premium or discount, or (c) in pursuance of an option or not**

NIL

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**5.17 Where the Issuer is a non-banking finance company or housing finance company, the following disclosures on Asset Liability Management (ALM) shall be provided for the latest audited financials:**

<b>A. Details with regard to lending done out of the issue proceeds of earlier issuances of debt securities (whether public issue or private placement) by the Issuer</b>		
<b>(a) Lending Policy: Should contain overview of origination, risk management, monitoring and collections:</b>		
Please refer to the lending policy set out in Annexure X.		
<b>(b) Classification of Loans given to associate or entities related to Board, Key Managerial Personnel and Senior Management, promoters, etc.:</b>		
Refer Annexure X		
<b>(c) Classification of loans according to type of loans, denomination of loan outstanding by loan to value, sectors, denomination of loans outstanding by ticket size, geographical classification of borrowers, maturity profile etc.:</b>		
Please refer to paragraph (J) below of this table below.		
<b>(d) Aggregated exposure to the top 20 borrowers with respect to the concentration of advances, exposures to be disclosed in the manner as prescribed by RBI in its stipulations on Corporate Governance for NBFCs o from time to time;</b>		
Refer Annexure X		
<b>(e) Details of loans, overdue and classified as non-performing assets (NPA) in accordance with RBI stipulations:</b>		
Please refer to paragraph (K) of this table below		
<b>B. Details of borrowings made by NBFC</b>		
<b>(a) A portfolio summary with regard to industries/ sectors to which borrowings have been made:</b>		
Please refer to paragraph (J) in this table including sub-paragraph (c) therein.		
<b>(b) NPA exposures of the Issuer for the last three financial years (both gross and net exposures) and provisioning made for the same as per the last audited financial statements of the Issuer:</b>		
Please refer to paragraph (K) of this table below.		
<b>(c) Quantum and percentage of secured vis-à-vis unsecured borrowings made; and</b>		
<b>Type of Borrowings</b>	<b>Outstanding as at 31.03.23 (INR) (in Crore)</b>	<b>%</b>
Secured Borrowings	2814.68	87.76

Unsecured Borrowings	392.70	12.24	
Total	3207.38	100.00	
<b>C. Details of change in shareholding</b>			
<b>Any change in promoters' holdings during the last financial year beyond the threshold, as prescribed by RBI:</b>			
Not Applicable			
<b>D. Disclosure of Assets Under Management</b>			
<b>(a) Segment wise breakup:</b>			
Please refer to sub-paragraph (c) of paragraph (J) in this table below.			
<b>(b) Type of Loans</b>			
Please refer to sub-paragraph (a) of paragraph (J) in this table below.			
<b>E. Details of borrowers</b>			
<b>Geographical location wise</b>			
Please refer to sub-paragraph (e) of paragraph (J) in this table below.			
<b>F. Details of Gross NPA</b>			
<b>Segment wise:</b>			
Please refer to sub-paragraph (c) of paragraph (K) in this table below.			
<b>G. Details of Assets and Liabilities</b>			
<b>Residual maturity profile wise into several bucket:</b>			
Please refer to paragraph (L) in this table below.			
<b>H. Additional details of loans made by the issuer where it is a Housing Finance Company</b>			
Given that the Issuer is not a housing finance company, this is not applicable.			
<b>I. Disclosure of latest ALM statements to stock exchange</b>			
Please refer to the ALM statements set out in Annexure XI.			
<b>J. Classification of loans according to</b>			
<b>(a) Type of Loans:</b>	<u>Details of types of loans</u>		
	<b>Sl. No.</b>	<b>Types of loans</b>	<b>Rs. crore</b>

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	1	Secured	3055.65	
	2	Unsecured	207.13	
		Total assets under management (AUM) <sup>^^</sup>	3262.78	
	*Information required at borrower level (and not by loan account as customer may have multiple loan accounts); <sup>^^</sup> Issuer is also required to disclose off balance sheet items;			
(b) Denomination of loans outstanding by loan-to-value:	<u>Details of LTV</u>			
	<b>Sl. No.</b>	<b>LTV (at the time of origination)</b>	<b>Percentage of AUM</b>	
	1	Upto 40%	0.74%	
	2	40-50%	1.39%	
	3	50-60%	2.34%	
	4	60-70%	9.48%	
	5	70-80%	86.06%	
	6	80-90%	-	
	7	>90%	-	
	<b>Total</b>	<b>100%</b>		
(c) Sector Exposure	<u>Details of sectoral exposure</u>			
	<b>Sl. No.</b>	<b>Segment-wise break-up of AUM</b>	<b>Percentage of AUM</b>	
	<b>1</b>	<b>Retail</b>		
	A	Mortgages (home loans and loans against property)	0.21%	
	B	Gold loans	93.44%	
	C	Vehicle finance	NA	
	D	MFI	6.35%	
	E	MSME	NA	
	F	Capital market funding (loans against shares, margin funding)	NA	
	G	Others	NA	
	<b>2</b>	<b>Wholesale</b>		
	A	Infrastructure	NA	
	B	Real estate (including builder loans)	NA	
	C	Promoter funding	NA	
	D	Any other sector (as applicable)	NA	
	E	Others	NA	
		<b>Total</b>	<b>100%</b>	
	(d) Denomination of loans outstanding by ticket size*:	<u>Details of outstanding loans category wise</u>		
		<b>Sl. No.</b>	<b>Ticket size (at the time of origination)</b>	<b>Percentage of AUM</b>
1		Upto Rs. 2 lakh	72.16%	
2		Rs. 2-5 lakh	20.21%	
3		Rs. 5 - 10 lakh	6.04%	
4		Rs. 10 - 25 lakh	1.20%	
5		Rs. 25 - 50 lakh	0.13%	
6		Rs. 50 lakh - 1 crore	0.08%	
7		Rs. 1 - 5 crore	-	
8		Rs. 5 - 25 crore	0.18%	
9		Rs. 25 - 100 crore	-	
10	>Rs. 100 crore	-		

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		<b>Total</b>	100%		
* Information required at the borrower level (and not by loan account as a customer may have multiple loan accounts);					
(e) <b>Geographical classification of borrowers:</b>	<b>Top 5 states borrower wise</b>				
	<b>Sl. No.</b>	<b>Top 5 states</b>	<b>Percentage of AUM</b>		
	1	Tamil Nadu	43.16%		
	2	Kerala	13.98%		
	3	Telangana	13.51%		
	4	Karnataka	13.62%		
	5	Andhra Pradesh	11.79%		
	<b>Total</b>	96.07%			
<b>K. Details of loans, overdue and classified as non-performing assets (NPA) in accordance with RBI stipulations</b>					
(a) <b>Movement of Gross NPA</b>	<b>Rs. crore</b>				
	<b>Movement of gross NPA*</b>	<b>As on 31.03.23</b>	<b>As on 31.03.22</b>	<b>As on 31.03.21</b>	
	Opening gross NPA	15.26	17.21	31.90	
	- Additions during the year	3.64	5.00	8.58	
	- Reductions during the year	4.90	6.95	23.27	
Closing balance of gross NPA	14.00	15.26	17.21		
*Please indicate the gross NPA recognition policy (Day's Past Due): 90 days					
(b) <b>Movement of provisions for NPA</b>	<b>Rs. crore</b>				
	<b>Movement of provisions for NPA</b>	<b>As on 31.03.23</b>	<b>As on 31.03.22</b>	<b>As on 31.03.21</b>	
	Opening balance	2.27	2.24	9.32	
	- Provisions made during the year	0.44	0.83	1.31	
	-Write-off/ write-back of excess provisions	0.86	0.79	8.39	
Closing balance	1.85	2.27	2.24		
(c) <b>Segment wise gross NPA</b>	<b>Gross NPA (%)</b>				
	<b>Sl. No.</b>	<b>Segment-wise gross NPA</b>	<b>As on 31.03.23</b>	<b>As on 31.03.22</b>	<b>As on 31.03.21</b>
	<b>1</b>	<b>Retail</b>			
	A	Mortgages (home loans and loans against property)	13.36%	12.64%	12.07%
	B	Gold loans	0.34%	0.44%	0.68%
	C	Vehicle finance	NA	NA	NA
	D	MFI	1.32%	5.87%	6.22%
	E	MSME	NA	NA	NA
	F	Capital market funding (loans against shares, margin funding)	NA	NA	NA
	G	Others	NA	NA	NA
	<b>2</b>	<b>Wholesale</b>			

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A	Infrastructure	NA	NA	NA
B	Real estate (including builder loans)	NA	NA	NA
C	Promoter funding	NA	NA	NA
D	Any other sector (as applicable)	NA	NA	NA
E	Others	NA	NA	NA
	<b>Total</b>	0.43%	0.61%	0.86%

**L. Residual maturity profile of assets and liabilities (in line with the RBI format):**

Residual maturity profile of assets and liabilities (INR in Crores)

Category	Up to 3-31 days	>1 month - 3 months	>2 months - 6 months	>3 month - 6 months	>6 months - 1 year	>1 year - 3 years	>3 years - 5 years	> 5 years	Total
<b>Deposit</b>	-	-	-	-	-	-	-	-	-
<b>Advances</b>	71.21	175.19	219.00	661.53	1928.56	187.33	2.76	17.21	3262.78
<b>Investments (FD s)</b>	-	-	-	-	-	-	-	9.81	9.81
<b>Borrowings</b>	50.01	59.61	46.13	231.14	1046.60	1082.85	559.66	131.39	3207.38
<b>FCA*</b>	-	-	-	-	-	-	-	-	-
<b>FCL*</b>	-	-	-	-	-	-	-	-	-

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

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

NIL

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

The Issuer hereby declares that there has been no material event, development or change 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 of the Issuer.

**5.20 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 the issue document against the promoter of the Company;**

Nil

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

Nil

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

Not Applicable

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

S L N O	BRA NCH	DATE OF DETE CTIO N/ DATE OF REPO RTIN G TO RBI	AMO UNT (IN LAK H)	MODUS OPERA NDI & ACTION TAKEN	REC OVE RY (LAK H)	AM OUN T WRI TTE N OFF	PROVISIO N	REMA RKS	FMR NUMBE R	XBRL FMR NUMBER
1	PAND ALA M	01.02. 2021 – 12.02. 2021	3.55	Borrower s pledged spurious ornaments	0	0	3.55	Police complai nt filed and police registre d the crime as Cr.No.1 49/2021	MMFL 21040001	THI002122 02101- 0001
2	VIRA LIMA LAI	16-02- 2021/0 4-03- 2021	22.16	Custodian s were involved in misappro piation by cheating customers using dummy manual receipts and	19.64	2.52	0	Police complai nt filed and police r egistere d the crime a s Cr.No.0 9/2021	MMFL 21040002	THI002122 02101- 0002

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				pledging ornaments at an enhanced amount and changing the customer accounts, pledging in different Customer s name and other activities.						
3	TIRU NELV ELI	16-03- 2021/ 31-03- 2021	6.25	Members of a gang pledged manufactured thickly coated spurious ornaments	1.99	0	4.26	Complaint lodged at office of Asst. Commissioner Crime branch, Tirunelveli	MMFL21 040003	THI002122 02101- 0003
4	BOSE BOM MA CENT RE	22-10- 2021/ 08-11- 2021	2.89	Branch Head absconded with cash of Rs 1.50 Lakhs and GL packets with total advance of Rs98000/- . Further he has taken an amount of Rs 40507/- by enhancing 3 GL accounts without customer	2.81	0.08	0	FIR No 264/2021 u/s 420, 408, 468 IPC dated 03.11.2021 at 4 <sup>th</sup> Town Police Station( Dargamitta)Investigation under process. Involved staffs are terminated.	MMFL21 040001	THI002122 02104- 0004



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				knowledg e.						
5	MUT HAN ALLU R	14-12- 2021/ 07-01- 2022	3.81	Thickly gold coated spurious ornaments were pledged.	2.32	1.49	0	Complai nt lodged at Sarjapur a Police Station. Investig ation under process	MMFL21 040003	THI002122 02201- 0008
6	PANA CHA MOO DU	17-12- 2021/ 04-01- 2022	8.64	Members of a gang pledged manufact ured thickly coated spurious ornaments in different dates.	8.64	0	0	Police complai nt filed and police registere d the crime as Cr.No.0 8/2022	MMFL21 040002	THI002122 02201- 0009
7	M G ROA D THRI SSUR	27-01- 2022/ 14-02- 2022	1.81	Thickly gold coated spurious ornaments were pledged.	1.73	0.08	0	FIR registere d under No 0239 Dated 07-02- 2022. Investig ation under process.	MMFL22 010001	THI002122 02201- 0007
8	KAV ERIP ATTI NAM	23-06- 2022/0 8-07- 2022	16.71	Staff pledged spurious ornaments in the name of customers .	16.71	0	0	16.02 Lakhs recovere d from the staff. All culprit staff are terminat ed on	THI00212 202203- 0002	THI002122 02203- 0002

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								06-01-2023. 0.69 Lakhs recovered on 08-06-23		
9	SRI KAL AHAS TI	04-07-2022/2 2-07-2022	29.43	Accused, Sravanthi and Mallikarjuna, stole ornaments from their institution, Fincare Small Finance Bank, and pledged the same in our branch under fictitious customer name in collusion with the BH. Later ornaments were seized by the police on 04/07/2022.	28.68	0.75	0	All culprits are under police custody on the complaint lodged by Fincare and FIR registered in 70/2022. Further our company lodged a complaint against branch manager on 14/07/2022. 28.67 lakhs recovered through insurance and 0.01 lakhs recovered from parties	THI00212 202203- 0001	THI002122 02203- 0001

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10	KARUR	06-09-2022/ 19-09-2022	2.28	Thickly gold coated spurious ornaments intentionally pledged by the customer.	2.28	0	0	Investigation going on. Complaint registered under CSR No 749/2022. 50000 recovered from the customer on 19-09-2022. 1.78 Lakh received from insurance on 05-06-2023.	THI00212 202203-0003	THI002122 02203-0003
11	RAMANA THAPURAM	03-10-2022/ 22-10-2022	1.85	Thickly coated other metal filled inside spurious ornaments were pledged	1.82	0.03	0	Investigation under process. 0.31 lakhs recovered from customer on 08-06-2023 From insurance - 1.24 Lakhs From staff - 0.27 Lakhs	THI00212 202204-0004	THI002122 02204-0004
12	LALBAGH	06-10-2022/ 25-10-2022	1.5	Thickly gold coated spurious ornaments were pledged	1.5	0	0	Full amount recovered from the party on 12-	THI00212 202204-0005	THI002122 02204-0005

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				which are not easily detectable				12-2022.		
13	VASCO	05-12-2022/22-12-2022	1.4	Thickly gold coated spurious ornaments were pledged which are not easily detectable	0	0	1.4	Investigation going on. Complaint registered at Vasco police station	THI00212202204-0006	THI00212202204-0006
14	KORATEGERE	20-01-2023/09-02-2023	1.37	Thickly gold coated spurious ornaments were pledged which are not easily detectable	1.37	0	0	Full amount recovered from the party on 11-02-2023	THI00212202301-0001	THI00212202301-0001
15	ARUMUGANERI	27-02-2023/17-03-2023	1.55	Thickly gold coated spurious ornaments were pledged intentionally by the customer.	1.4	0.15	0	The case was forwarded from SP office of Thoothu kudi to local police station Arumuganeri and the investigation is going on. Recovery through insurance - 1.25 Lakhs From Staff - 0.15 Lakhs	THI00212202301-0002	THI00212202301-0002

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16	THIR UVA LLUR	09-03- 2023/ 27-03- 2023	2.52	Thickly gold coated spurious ornaments were pledged intentiona lly by the customer.	2.52	0	0	Full amount recovere d on 01- 04-2023	THI00212 202301- 0003	THI002122 02301- 0003
17	UKK ADA M	27-05- 2023/ 15-06- 2023	2.3	Thickly gold coated spurious ornaments were pledged intentiona lly by the customer.	0	0	2.3	Under investig ation	THI00212 202302- 0004	THI002122 02302- 0004
18	V KOT A	02-06- 2023/ 20-06- 2023	1.4	Thickly gold coated spurious ornaments were pledged intentiona lly by the customer.	0	0	1.4	Under investig ation	THI00212 202302- 0005	THI002122 02302- 0005
19	NAZ ARET H	30-06- 2023/ 12-07- 2023	1.95	Thickly gold coated spurious ornaments were pledged intentiona lly by the customer. Insurance amount Rs 1.13 and recovery from the staff 0.12. FMR - 3 updated on 16-10- 2023.	1.25	0.7	0	Under investig ation	THI00212 202303- 0006	THI002122 02303- 0006

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20	CHEC KKA NOO RANI	06-07- 2023/ 18-07- 2023	30.94	Suspende d branch manager Thanapan di C colluded with Raja and Anitha, took away the following 10 gold packets which were pledged in the branch by customers for a total sum of Rs.30.94 Lakhs.	0	0	30.94	Under investig ation	THI00212 202303- 0007	THI002122 02303- 0007
21	YOGI CHO WK	05-07- 2023/ 28-07- 2023	35.04	It was found that Branch staff colluded with RM and misappro priated the Gold loan packet (3892) amountin g Rs 33.3 Lakhs.In order to hide the fraudulent activity they had closed another packet . On detailed verificatio n, there was a	0	1.74	33.3	Under investig ation. 4 staff terminat ed on 25-08- 2023.	THI00212 202303- 0008	THI002122 02303- 0008

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				cash misappropriation of Rs. 1.74 lakhs in relation to the closure of 3 packets (3675,388 1,3905)						
22	DILS HAD COLO NY	05-09- 2023/ 18-09- 2023	1.15	Thickly gold coated spurious ornaments were pledged intentionally by the customer.	0	0	1.15	Under investigation	THI00212 202303- 0009	THI002122 02303- 0009
	<b>TOTAL</b>		<b>180.5</b>		<b>94.66</b>	<b>7.54</b>	<b>78.3</b>			

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

Nil

**5.25 Related party transactions entered during the preceding three financial years and current financial year with regard to loans made or, guarantees given or securities provided.**Please refer to the related party transactions set out in **Annexure XII**.**5.26 The issue document shall not include a statement purporting to be made by an expert unless the expert is a person who is not, and has not been, engaged or interested in the formation or promotion or management, of the company and has given his written consent to the issue of the issue document and has not withdrawn such consent before the delivery of a copy of the issue document to the Registrar (as applicable) for registration and a statement to that effect shall be included in the issue document.**

This issue document does not include any statement purporting to be made by an expert other than if the expert is a person who is not, and has not been, engaged or interested in the formation or promotion or management, of the Issuer and has given their written consent to this issue of this General Information Document and has not withdrawn such consent before the delivery of a copy of this General Information Document to the Registrar (as applicable) for registration.

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

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Not Applicable. The proceeds raised from the Issue will be used solely for the purpose set out in the relevant Key Information Document.

Sr. No.	Name of the Borrower (A)	Amount of Advances /exposures to such borrower (Group)Is. Crore) (B)	Percentage of Exposure (C)= B/Total Assets Under Management
Not Applicable			

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

- (i) **A portfolio summary with regards to industries/ sectors to which borrowings have been granted by NBFCs:**

Please refer to the Section 5.17 of this General Information Document.

- (ii) **Quantum and percentage of secured vis-à-vis unsecured borrowings granted by NBFCs:**

Please refer to the Section 5.17 of this General Information Document.

- (iii) **Any change in promoters' holdings in NBFCs during the preceding financial year beyond the threshold specified by the Reserve Bank of India from time to time:**

Nil

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

PARTICULARS	CONSENT
Directors	The consent of the directors of the Issuer, to the extent required, have been or will be duly obtained.
Auditors	The consent of the auditors, to the extent required, has been or will be duly obtained.
Bankers to issue	Not applicable
Trustees	The consent letter from Debenture Trustee is provided in Annexure III of this General Information Document.



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Solicitors /Advocates	Not applicable. The Issuer has been advised by its in-house legal and compliance team.
Legal Advisors	Not applicable. The Issuer has been advised by its in-house legal and compliance team.
Lead Manager	Not applicable
Registrar	The consent of the Registrar, to the extent required, has been or will be duly obtained.
Lenders	The consent of the lenders of the Issuer, to the extent required, have been or will be duly obtained.
Experts	The consent of experts, to the extent required, have been or will be duly obtained.

**5.30 The names of the debenture trustee(s) shall be mentioned with a statement to the effect that debenture trustee(s) has given its consent for appointment along with the copy of the consent letter from the debenture trustee.**

The Debenture Trustee of the proposed Debentures is MITCON Credentia Trusteeship Services Limited. MITCON Credentia Trusteeship Services Limited has given its written consent for its appointment as debenture trustee to the Issue and inclusion of its name in the form and context in which it appears in this General Information Document and in all the subsequent periodical communications sent to the Debenture Holders. The consent letter from Debenture Trustee is provided in **Annexure III** of this General Information Document.

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

To be set out in the relevant Key Information Document for the relevant issuance of Debentures.

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

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

To be set out in the relevant Key Information Document for the relevant issuance of Debentures.

- (b) ***Procedure and time schedule for allotment and issue of securities should be disclosed:***

Please refer to the column on “*Issue Timing*” under Section 5.58 (*Summary Terms*) of this General Information Document; and

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- (c) ***Cash flows emanating from the non-convertible securities shall be mentioned in the issue document, by way of an illustration:***

The cashflows emanating from the Debentures, by way of an illustration, are set out under **Annexure VI** (*Illustration of Bond Cashflows*) of this General Information Document.

### 5.33 Other details:

- (a) **Creation of Debenture Redemption Reserve (“DRR”) – relevant legislations and applicability:**

- (i) It is hereby clarified that as on the Effective Date, pursuant to the Companies (Share Capital and Debenture Rules), 2014, non-banking financial companies registered with the RBI are exempted from the requirement to maintain a debenture redemption reserve (“**DRR**”) in case of privately placed debentures. As the Issuer is a non-banking financial company registered with the RBI, it is as on the Effective Date, exempted from the requirement to maintain a DRR.
- (ii) The Issuer hereby agrees and undertakes that, if required under Applicable Law, it will create a DRR in accordance with the provisions of the Companies Act (and the rules and regulations made thereunder) and the guidelines issued by the relevant Governmental Authorities.
- (iii) If during the tenor of the Debentures, any guidelines are formulated (or modified or revised) by any Governmental Authority in respect of creation of the DRR, the Issuer shall abide by such guidelines and shall do all such deeds, acts and things as may be required in accordance with Applicable Law.
- (iv) Where applicable, the Issuer shall submit to the Debenture Trustee a certificate duly certified by a chartered accountant certifying that the Issuer has transferred the required amount to the DRR at the end of each Financial Year.
- (v) In addition to the foregoing, to the extent required by Applicable Law, the Issuer shall invest or deposit amounts up to such thresholds, and in such form and manner and within such time periods, as may be prescribed by Applicable Law, in respect of any amounts of the Debentures maturing in any Financial Year.

- (b) **Issue / instrument specific regulations - relevant details (Companies Act, 2013 (18 of 2013), guidelines issued by the Reserve Bank of India, etc.):**

The Issue of Debentures shall be in conformity with the applicable provisions of the Companies Act including the relevant notified rules thereunder, the SEBI Debt Listing Regulations, the SEBI Listed Debentures Circulars, the LODR Regulations, the NBFC Directions, and the applicable guidelines and directions issued by the RBI and SEBI.

- (c) **Default in payment:**

To be set out in the relevant Key Information Document for the relevant issuance of Debentures.

- (d) **Delay in listing:**

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In accordance with the SEBI NCS Regulations read together with the SEBI Listing Timelines Requirements, the Issuer confirms that in the event there is any delay in listing of the Debentures beyond 3 (three) Business Days from the date of bidding on the EBP Platform in respect to the issue for the Debentures, the Issuer will pay to the Debenture Holders, penal interest of 1% (one percent) per annum over the Interest Rate, from the date of allotment of the Debentures until the listing of the Debentures is completed.

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

- (i) The Debentures shall be/have been deemed to be allotted to the Debenture Holders on the Deemed Date of Allotment. All benefits relating to the Debentures are available to the Debenture Holders from the Deemed Date of Allotment.
- (ii) If the Issuer fails to allot the Debentures to the Applicants within 60 (sixty) calendar days from the date of receipt of the Application Money ("**Allotment Period**"), it shall repay the Application Money to the Applicants within 15 (fifteen) calendar days from the expiry of the Allotment Period ("**Repayment Period**").
- (iii) If the Issuer fails to repay the Application Money within the Repayment Period, then the Issuer shall be liable to repay the Application Money along with interest at 12% (twelve percent) per annum, gross of withholding taxes, from the expiry of the Allotment Period.

(f) **Issue details:** Please refer to Section 5.38 (*Summary Terms*) of this General Information Document.

(g) **Application process:**

The application process for the Issue is as provided in Section 8 (*Other Information and Application Process*) of this General Information Document.

(h) **Disclosure required under Form PAS-4 under Companies (Prospectus and Allotment of Securities), Rules, 2014 but not contained in this schedule, if any:**

The finalised form of the PPOA prepared in accordance with the Form PAS 4 prescribed under the Companies (Prospectus and Allotment of Securities) Rules, 2014 shall be enclosed in the relevant Key Information Document for the relevant issuance of Debentures.

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

Not applicable

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

- (a) *If the proceeds, or any part of the proceeds, of the issue of the debt securities are or is to be applied directly or indirectly:*
  - (i) *in the purchase of any business; or*

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

*the company shall become entitled to an interest in either the capital or profits and losses or both, In such business exceeding fifty per cent. thereof, a report made by a chartered accountant upon -*

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

The Issuer confirms that it will not use the proceeds from the Issue, directly or indirectly, for the purchase of any business or in the purchase of any interest in any business whereby the Issuer shall become entitled to an interest in either the capital or profit or losses or both in such business exceeding 50% thereof.

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

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

*Provided that if the number of vendors is more than five, then the disclosures as required above shall be on an aggregated basis, specifying the immovable property being acquired on a contiguous basis with mention of the location/total area and the number of vendors from whom it is being acquired and the aggregate value being paid. Details of minimum amount, the maximum amount and the average amount paid/ payable should also be disclosed for each immovable property*

The Issuer confirms that it will not use the proceeds from the Issue, directly or indirectly, for purchase or acquisition of any immovable property.

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- (c) **If:**
- (i) *the proceeds, or any part of the proceeds, of the issue of the debt securities are or are to be applied directly or indirectly and in any manner resulting in the acquisition by the company of shares in any other body corporate; and -*
  - (ii) *by reason of that acquisition or anything to be done in consequence thereof or in connection therewith, that body corporate shall become a subsidiary of the company, a report shall be made by a Chartered Accountant (who shall be named in the issue document) upon –*
    - A. *the profits or losses of the other body corporate for each of the three financial years immediately preceding the issue of the issue document; and*
    - B. *the assets and liabilities of the other body corporate as on the latest date to which its accounts were made up.*

The Issuer confirms that it will not use the proceeds from the Issue, directly or indirectly, for acquisition of securities of any other body corporate.

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

Not Applicable

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

Please refer **Annexure XV** (*Extracts of lending policy, the recovery policy and other related policies of the Issuer*) of this General Information Document.

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

Nil

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

(i) **Material Contracts:**

The following contracts, not being contracts entered into in the ordinary course of business carried on by the Company or entered into more than 2 (Two) years before the date of this General Information Document, which are or may be deemed material, have been entered into by the Company.

S. No.	Nature of Contract
1	Certified true copy of the Memorandum & Articles of Association of the Issuer.
2	Board Resolution authorizing the issue of any Debentures issued pursuant to this General Information Document (and any relevant Key Information Document or PPOA for the relevant issuance of Debentures) offered under the terms of the Debt Disclosure Documents.
3	Shareholder Resolutions dated December 14, 2022 authorizing the borrowing by the Company and the creation of security.
4	Copies of Annual Reports of the Company for the last three financial years.
5	Credit rating letter from the Rating Agency dated July 3, 2023, rating rationale from the Rating Agency dated July 7, 2023 along with detailed press release.
6	Letter from MITCON Credentia Trusteeship Services Limited as set out in Annexure III giving its consent to act as Debenture Trustee.
7	Letter for Register and Transfer Agent.
8	Certified true copy of the certificate of incorporation of the Company.
9	Certified true copy of the tripartite agreement between the Company, the Registrar & Transfer Agent and the NSDL/CDSL.
10	Copy of application made to BSE for grant of in-principle approval for listing of Debentures.
11	Each Debenture Trustee Agreement to be executed by the Issuer and the Debenture Trustee.
12	Each Debenture Trust Deed to be executed by the Issuer and the Debenture Trustee.
13	Each Deed of Hypothecation to be executed by the Issuer and the Debenture Trustee.

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

The contracts and documents referred to hereunder as material to the Issue, may be inspected at the Registered Office of the Company between 10.00 am to 4.00 pm on working days.

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

Financial Year	Page number of the audit report which sets out the

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	<b>details of the related party transactions</b>
2020-21	Pg 88
2021-22	Pg 78
2022-23	Pg 106

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

Nil

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

Our Company received a letter dated April 29, 2021 from the RoC (“Letter”), in relation to an inspection proposed to be conducted under Section 206(5) of the Companies Act (“Inspection”). In this regard the Central Government has appointed the RoC, along with Deputy Official Liquidator, Kerala and the Regional Director, Ministry of Corporate Affairs (SR), Chennai as inspector to carry out the proposed Inspection (“Inspector”). The Inspector vide Letter has sought certain information and documents, inter alia Audited Financial Statements for last five years, Memorandum of Association, Articles of Association, and shareholding pattern from our Company. Our Company, vide its letter dated May 14, 2021, has submitted that owing to State-wide lockdown effective from May 8, 2021 to May 16, 2021 and the travel restrictions imposed by the Kerala Government to contain COVID 19, the Company was unable to physically submit the information and documents required. Further, our Company vide its letter dated June 11, 2021 has submitted all the documents and certain information mentioned in the Letter. The Company further received letter dated September 23, 2021 from RoC, proposing visit of the inspecting officer who visited the Company on October 6, 2021. The inspecting officer perused records and also took extracts of minutes and other ROC filed documents. The Company subsequently received a letter dated 30-09-2022 from RoC Kerala advising the company to submit para-wise reply to the matters raised in the said inspection report pertaining to financial year 2014-15 and 2015-16. The company submitted the detailed reply with the relevant annexures on 30-12-2022. The matter is currently pending.

### **5.35 Details of Debt Securities Sought to be Issued**

Under the purview of this General Information Document (and any relevant Key Information Document or PPOA for the relevant issuance of Debentures), the Issuer intends to issue non-

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convertible debentures (senior, secured, rated, listed, taxable, redeemable, transferable (or any others (as may be determined))), on a private placement basis.

### 5.36 Issue Size

To be set out in the relevant Key Information Document for the relevant issuance of Debentures.

### 5.37 Utilization of the Issue Proceeds

Please refer to the sub-section on “*Details of the utilization of the Proceeds*” under Section 5.38 (*Summary Terms*) of this General Information Document

### 5.38 Summary Terms

Security Name (Name of the non-convertible securities which includes (Coupon / dividend, Issuer Name and maturity year)	To be set out in the relevant Key Information Document for the relevant issuance of Debentures.
Issuer	Muthoottu Mini Financiers Limited
Type of Instrument	To be set out in the relevant Key Information Document for the relevant issuance of Debentures.
Nature of Instrument (Secured or Unsecured)	To be set out in the relevant Key Information Document for the relevant issuance of Debentures.
Seniority (Senior or subordinated)	To be set out in the relevant Key Information Document for the relevant issuance of Debentures.
Eligible Investors	As specified in Section 8.14 ( <i>Eligible Investors</i> ).
Listing (name of stock Exchange(s) where it will be listed and timeline for listing)	<p>(a) The Issuer shall submit all duly completed documents to the BSE, SEBI, ROC or any other Governmental Authority, as are required under Applicable Law and obtain the listing of the Debentures within the SEBI Listing Timelines Requirements ("<b>Listing Period</b>").</p> <p>(b) The Issuer shall ensure that the Debentures continue to be listed on the wholesale debt market segment of the BSE.</p> <p>(c) In the event there is any delay in listing of the Debentures beyond the Listing Period, the Issuer will pay to the Debenture Holders, penal interest of 1% (one percent) per annum over the Interest Rate, from the date of allotment of the Debentures until the listing of the Debentures is completed.</p>
Rating of Instrument	To be set out in the relevant Key Information Document for the relevant issuance of Debentures.
Issue Size	To be set out in the relevant Key Information Document for the relevant



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	issuance of Debentures.
Minimum subscription	The minimum application size for the Issue shall be 100 (one hundred) Debentures and in multiples of 1 (one) Debenture thereafter.
Option to retain oversubscription (Amount)	To be set out in the relevant Key Information Document for the relevant issuance of Debentures.
Objects of the Issue / Purpose for which there is requirement of funds	<p>(a) The funds raised by the Issue shall be utilized by the Issuer for the purposes ("<b>Purpose</b>") as are set out in the relevant Key Information Document for the relevant issuance of Debentures.</p> <p>The amount equivalent to 100% of the funds raised by the Issue will be utilized towards the Purpose. The Issuer has not, as of the date of the General Information Document, determined the specific allocation between the objects set out above.</p> <p>(b) The funds raised by the Issue shall be utilised by the Issuer solely for the Purpose and the Issuer shall not use the proceeds of the Issue towards:</p> <ul style="list-style-type: none"> <li>(i) any capital market instrument such as equity and equity linked instruments or any other capital market related activities (whether directly or indirectly);</li> <li>(ii) investment in the real estate sector/real estate business (including the acquisition/purchase of land);</li> <li>(iii) any speculative purposes;</li> <li>(iv) any purpose, that is not eligible for the providing of financing by banks to non-banking financial companies for bank finance to non-banking financial companies, or, which results in a breach of the RBI's master circular no. DOR.CRE.REC.No.07/21.04.172/2023-24 dated April 3, 2023 on "<i>Bank Finance to Non-Banking Financial Companies (NBFCs)</i>"; and</li> <li>(v) in contravention of Applicable Law (including without limitation, any guidelines, rules or regulations of the RBI and/or SEBI applicable to non-banking financial companies).</li> </ul> <p>Please also refer to the relevant Key Information Document for the relevant issuance of Debentures.</p>
In case the issuer is an NBFC and the objects of the issue entail loan to any entity who is a 'group company' then disclosures shall be made in the following format:	Not Applicable. The proceeds raised from the Issue will be used solely for the Purpose.

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<p>Details of the utilization of the Proceeds</p>	<p>(a) The funds raised by the Issue shall be utilized by the Issuer for the purposes as are set out in the relevant Key Information Document for the relevant issuance of Debentures.</p> <p>The amount equivalent to 100% of the funds raised by the Issue will be utilized towards the Purpose. The Issuer has not, as of the date of the General Information Document, determined the specific allocation between the objects set out above.</p> <p>(b) The funds raised by the Issue shall be utilised by the Issuer solely for the Purpose and the Issuer shall not use the proceeds of the Issue towards:</p> <ul style="list-style-type: none"> <li>(i) any capital market instrument such as equity and equity linked instruments or any other capital market related activities (whether directly or indirectly);</li> <li>(ii) investment in the real estate sector/real estate business (including the acquisition/purchase of land);</li> <li>(iii) any speculative purposes;</li> <li>(iv) any purpose, that is not eligible for the providing of financing by banks to non-banking financial companies for bank finance to non-banking financial companies, or, which results in a breach of the RBI's master circular no. DOR.CRE.REC.No.07/21.04.172/2023-24 dated April 3, 2023 on "<i>Bank Finance to Non-Banking Financial Companies (NBFCs)</i>"; and</li> <li>(v) in contravention of Applicable Law (including without limitation, any guidelines, rules or regulations of the RBI and/or SEBI applicable to non-banking financial companies).</li> </ul> <p>Please also refer to the relevant Key Information Document for the relevant issuance of Debentures.</p>
<p>Coupon Rate</p>	<p>To be set out in the relevant Key Information Document for the relevant issuance of Debentures.</p>
<p>Step Up/ Step Down Coupon Rate</p>	<p>To be set out in the relevant Key Information Document for the relevant issuance of Debentures.</p>
<p>Coupon Payment Frequency</p>	<p>To be set out in the relevant Key Information Document for the relevant issuance of Debentures.</p>
<p>Coupon Payment Dates</p>	<p>To be set out in the relevant Key Information Document for the relevant issuance of Debentures.</p>
<p>Coupon Type (Fixed, floating or other structure)</p>	<p>To be set out in the relevant Key Information Document for the relevant issuance of Debentures.</p>
<p>Coupon Reset Process (including rates, spread,</p>	<p>To be set out in the relevant Key Information Document for the relevant issuance of Debentures.</p>

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effective date, interest rate cap and floor etc.)	
Day Count Basis (Actual / Actual)	Actual / Actual
Interest on Application Money	To be set out in the relevant Key Information Document for the relevant issuance of Debentures.
Default Interest Rate	To be set out in the relevant Key Information Document for the relevant issuance of Debentures.
Tenor	To be set out in the relevant Key Information Document for the relevant issuance of Debentures.
Redemption Date / Maturity Date	To be set out in the relevant Key Information Document for the relevant issuance of Debentures.
Redemption Amount	means, in respect of any series of Debentures issued pursuant to this General Information Document and the relevant Key Information Document for the relevant issuance of Debentures, INR 1,00,000 (Indian Rupees One Lakh) per Debenture.  The illustrative redemption schedule shall be set out in the relevant Key Information Document for the relevant issuance of Debentures.
Redemption Premium/ Discount	To be set out in the relevant Key Information Document for the relevant issuance of Debentures.
Issue Price	means, in respect of any series of Debentures issued pursuant to this General Information Document and the relevant Key Information Document for the relevant issuance of Debentures, INR 1,00,000 (Indian Rupees One Lakh) per Debenture.
Discount at which security is issued and the effective yield as a result of such discount	To be set out in the relevant Key Information Document for the relevant issuance of Debentures.
Premium/Discount at which security is redeemed and the effective yield as a result of such premium/discount.	To be set out in the relevant Key Information Document for the relevant issuance of Debentures.
Put Date	To be set out in the relevant Key Information Document for the relevant issuance of Debentures.
Put Price	To be set out in the relevant Key Information Document for the relevant issuance of Debentures.
Call Date	To be set out in the relevant Key Information Document for the relevant issuance of Debentures.
Call Price	To be set out in the relevant Key Information Document for the relevant

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	issuance of Debentures.
Put Notification Time (Timelines by which the investor need to intimate Issuer before exercising the put)	To be set out in the relevant Key Information Document for the relevant issuance of Debentures.
Call Notification Time (Timelines by which the Issuer need to intimate investor before exercising the call)	To be set out in the relevant Key Information Document for the relevant issuance of Debentures.
Face Value	means, in respect of any series of Debentures issued pursuant to this General Information Document and the relevant Key Information Document for the relevant issuance of Debentures, INR 1,00,000 (Indian Rupees One Lakh) per Debenture
Minimum Application and in multiples of thereafter	The minimum application size for the Issue shall be 100 (one hundred) Debentures and in multiples of 1 (one) Debenture thereafter.
Issue Timing	<p><b>Issue Opening Date:</b> To be set out in the relevant Key Information Document for the relevant issuance of Debentures.</p> <p><b>Issue Closing Date:</b> To be set out in the relevant Key Information Document for the relevant issuance of Debentures.</p> <p><b>Date of earliest closing of the Issue, if any:</b> To be set out in the relevant Key Information Document for the relevant issuance of Debentures.</p> <p><b>Pay-in Date:</b> To be set out in the relevant Key Information Document for the relevant issuance of Debentures.</p> <p><b>Deemed Date of Allotment:</b> To be set out in the relevant Key Information Document for the relevant issuance of Debentures.</p>
Settlement mode of the Instrument	To be set out in the relevant Key Information Document for the relevant issuance of Debentures.
Depositories	NSDL and CDSL
Disclosure of Interest / Dividend / Redemption Dates	To be set out in the relevant Key Information Document for the relevant issuance of Debentures.
Record Date	To be set out in the relevant Key Information Document for the relevant issuance of Debentures.
All covenants of the issue (including side letters, accelerated	To be more particularly set out in the DTD and the other Transaction Documents.

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payment clause, etc.)	<p>Please also refer Section 7 (<i>Transaction Documents and Key Terms</i>) below for an indicative list of representations and warranties of the Issuer, financial covenants, reporting covenants, affirmative covenants, and negative covenants, and acceleration on event of default.</p> <p>All other covenants prescribed by/commercially agreed with the proposed investors are set out in this Section 5.38 (<i>Summary Terms</i>).</p>
Description regarding Security (where applicable) including type of security (movable / immovable / tangible etc.), type of charge (pledge / hypothecation / mortgage etc.), date of creation of security / likely date of creation of security, minimum security cover, revaluation	To be set out in the relevant Key Information Document for the relevant issuance of Debentures.
Replacement of security, interest to the debenture holder over and above the coupon rate as specified in the Debenture Trust Deed and disclosed in the issue document	To be set out in the relevant Key Information Document for the relevant issuance of Debentures.
Transaction Documents	Shall be as set out in Section 7.1 below.
Conditions Precedent to Disbursement	To be set out in the relevant Key Information Document for the relevant issuance of Debentures.
Conditions Subsequent to Disbursement	To be set out in the relevant Key Information Document for the relevant issuance of Debentures.
Events of Default (including manner of voting /conditions of joining Inter Creditor Agreement)	To be set out in the relevant Key Information Document for the relevant issuance of Debentures.
Creation of recovery expense	The Issuer hereby undertakes and confirms that it shall, within the time period prescribed under Chapter IV of the SEBI Debenture Trustees Master Circular,

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fund	<p>establish and maintain the Recovery Expense Fund in such manner/mode as is prescribed under Chapter IV of the SEBI Debenture Trustees Master Circular.</p> <p>The Issuer shall, promptly upon establishment, provide the details of the Recovery Expense Fund to the Debenture Trustee.</p>
Conditions for breach of covenants (as specified in Debenture Trust Deed)	To be set out in the relevant Key Information Document for the relevant issuance of Debentures.
Provisions related to Cross Default Clause	To be set out in the relevant Key Information Document for the relevant issuance of Debentures.
Role and Responsibilities of Debenture Trustee	To be set out in the relevant Key Information Document for the relevant issuance of Debentures.
Risk factors pertaining to the issue	Please refer to Section 3 ( <i>Risk Factors</i> ) of this General Information Document
Governing Law and Jurisdiction	To be set out in the relevant Key Information Document for the relevant issuance of Debentures.
Additional Disclosures (Security Creation)	To be set out in the relevant Key Information Document for the relevant issuance of Debentures.
Additional Disclosures (Default in Payment)	To be set out in the relevant Key Information Document for the relevant issuance of Debentures.
Additional Disclosures (Delay in Listing)	To be set out in the relevant Key Information Document for the relevant issuance of Debentures.

**Note:**

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1. If there is any change in coupon rate pursuant to any event including lapse of certain time period or downgrade in rating, then such new coupon rate and the events which lead to such change should be disclosed.
2. The list of documents which has been executed in connection with the issue and subscription of debt securities shall be annexed.
3. While the debt securities are secured to the extent of hundred per cent of the amount of principal and interest amount or as per the terms of this General Information Document, in favour of Debenture Trustee, it is the duty of the Debenture Trustee to monitor that the security is maintained.
4. The Issuer shall provide granular disclosures in this General Information Document, with regards to the “Object of the Issue” including the percentage of the issue proceeds earmarked for each of the “object of the issue”.

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## **SECTION 6: DISCLOSURES PERTAINING TO WILFUL DEFAULT**

The following disclosures shall be made if the issuer or its promoter or director is declared wilful defaulter:

- A) **Name of the bank declaring the entity as a Wilful Defaulter: NIL**
- B) **The year in which the entity is declared as a Wilful Defaulter: N.A**
- C) **Outstanding amount when the entity is declared as a Wilful Defaulter: N.A**
- D) **Name of the entity declared as a Wilful Defaulter: N.A**
- E) **Steps taken, if any, for the removal from the list of wilful defaulters: N.A**
- F) **Other disclosures, as deemed fit by the Issuer in order to enable investors to take informed decisions: N.A**
- G) **Any other disclosure as specified by SEBI: N.A**



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## SECTION 7: TRANSACTION DOCUMENTS AND KEY TERMS

### 7.1 Transaction Documents

The following documents shall be executed, in respect of any series of Debentures issued pursuant to this General Information Document and the relevant Key Information Document for the relevant issuance of Debentures (“**Transaction Documents**”):

- (a) Debenture Trustee Agreement, which will confirm the appointment of MITCON Credentia Trusteeship Services Limited as the Debenture Trustee (“**Debenture Trustee Agreement**”);
- (b) Debenture Trust Deed, which will set out the terms upon which the Debentures are being issued and shall include the representations and warranties and the covenants to be provided by the Issuer (“**Debenture Trust Deed**”);
- (c) Deed of Hypothecation whereby the Issuer will create an exclusive first charge by way of hypothecation over the Hypothecated Assets in favour of the Debenture Trustee to secure its obligations in respect of the Debentures (“**Deed of Hypothecation**”); and
- (d) Such other documents as agreed between the Issuer and the Debenture Trustee.

### 7.2 Representations and Warranties of the Issuer

This will be more particularly set out in the DTD and the Key Information Document for the relevant issuance of Debentures.

### 7.3 Covenants of the Issuer

#### 7.3.1 Financial Covenants

This will be more particularly set out in the DTD and the Key Information Document for the relevant issuance of Debentures.

#### 7.3.2 Reporting Covenants

This will be more particularly set out in the DTD and the Key Information Document for the relevant issuance of Debentures.

#### 7.3.3 Affirmative Covenants

This will be more particularly set out in the DTD and the Key Information Document for the relevant issuance of Debentures.

#### 7.3.4 Negative Covenants

This will be more particularly set out in the DTD and the Key Information Document for the relevant issuance of Debentures.

### 7.4 Events of Default

This will be more particularly set out in the DTD and the Key Information Document for the relevant issuance of Debentures.

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## **7.5 Consequences and Remedies of an Event of Default**

This will be more particularly set out in the DTD and the Key Information Document for the relevant issuance of Debentures.

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## **SECTION 8: OTHER INFORMATION AND APPLICATION PROCESS**

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

### **8.1 Mode of Transfer/Transmission of Debentures**

The Debentures shall be transferable freely; however, it is clarified that no Investor shall be entitled to transfer the Debentures to a person who is not entitled to subscribe to the Debentures. The Debenture(s) shall be transferred and/or transmitted in accordance with the applicable provisions of the Act and other applicable laws. The Debentures held in dematerialized form shall be transferred subject to and in accordance with the rules/procedures as prescribed by NSDL and CDSL and the relevant DPs 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, amounts due will be paid/redemption will be made to the person, whose name appears in the Register of Debenture Holders maintained by the R&T Agent as on the Record Date, under all circumstances. In cases where the transfer formalities have not been completed by the transferor, claims, if any, by the transferees would need to be settled with the transferor(s) and not with the Issuer. The normal procedure followed for transfer of securities held in dematerialized form shall be followed for transfer of these Debentures held in dematerialised form. The seller should give delivery instructions containing details of the buyer's DP account to his DP.

### **8.2 Debentures held in Dematerialised Form**

The Debentures shall be held in dematerialised form and no action is required on the part of the Debenture Holder(s) for redemption purposes and the redemption proceeds will be paid by cheque/EFT/RTGS to those Debenture Holder(s) whose names appear on the list of beneficiaries maintained by the R&T Agent. The names would be as per the R&T Agent's records on the Record Date fixed for the purpose of redemption. All such Debentures will be simultaneously redeemed through appropriate debit corporate action.

The list of beneficiaries as of the relevant Record Date setting out the relevant beneficiaries' name and account number, address, bank details and DP's identification number will be given by the R&T Agent to the Issuer. If permitted, the Issuer may transfer payments required to be made in any relation by EFT/RTGS to the bank account of the Debenture Holder(s) for redemption payments.

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 NSDL/ CDSL/ Depository Participant from time to time and other applicable laws and rules notified in respect thereof. The Debentures shall be allotted in DEMAT form only.

### **8.3 Debenture Trustee for the Debenture Holder(s)**

The Issuer has appointed MITCON Credentia Trusteeship Services Limited to act as the debenture trustee for the Debenture Holder(s). The Issuer and the Debenture Trustee have entered/intend to enter into the Debenture Trustee Agreement and the Debenture Trust Deed *inter alia*, specifying the powers, authorities and obligations of the Debenture Trustee and the Issuer. The Debenture Holder(s) shall, without further act or deed, be deemed to have irrevocably given their consent to the Debenture Trustee or any of its agents or authorized officials to do all such acts, deeds, matters and things in respect of or relating to the Debentures as the Debenture Trustee may in its absolute discretion deem necessary

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or require to be done in the interest of the Debenture Holder(s). Any payment made by the Issuer to the Debenture Trustee on behalf of the Debenture Holder(s) shall discharge the Issuer *pro tanto* to the Debenture Holder(s). The Debenture Trustee will protect the interest of the Debenture Holder(s) in regard to the repayment of principal and coupon thereon and they will take necessary action, subject to and in accordance with the Debenture Trustee Agreement and the Debenture Trust Deed, at the cost of the Issuer. No Debenture Holder shall be entitled to proceed directly against the Issuer unless the Debenture Trustee, having become so bound to proceed, fails to do so. The Debenture Trustee Agreement and the Debenture Trust Deed shall more specifically set out the rights and remedies of the Debenture Holder(s) and the manner of enforcement thereof.

#### **8.4 Sharing of Information**

The Issuer may, at its option, but subject to applicable laws, use on its own, as well as exchange, share or part with any financial or other information about the Debenture Holder(s) available with the Issuer, with its subsidiaries and affiliates and other banks, financial institutions, credit bureaus, agencies, statutory bodies, as may be required and neither the Issuer nor its subsidiaries and affiliates nor their agents shall be liable for use of the aforesaid information.

#### **8.5 Debenture Holder not a Shareholder**

The Debenture Holder(s) shall not be entitled to any right and privileges of shareholders other than those available to them under the Act. The Debentures shall not confer upon the Debenture Holders the right to receive notice(s) or to attend and to vote at any general meeting(s) of the shareholders of the Issuer.

#### **8.6 Modification of Debentures**

Any change or modification to the terms of the Debentures and the Transaction Documents shall be undertaken in accordance with the terms of the Transaction Documents.

#### **8.7 Right to accept or reject Applications**

The board of directors reserve its full, unqualified and absolute right to accept or reject any application for subscription to the Debentures, in part or in full, without assigning any reason thereof.

#### **8.8 Notices**

Any notice in respect of the Debentures may be served by the Issuer upon the Debenture Trustee/Debenture Holders in accordance with the terms of the Transaction Documents.

#### **8.9 Issue Procedure**

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

The Applicant should transfer payments required to be made in any relation by EFT/RTGS, to the bank account as per the details mentioned in the Application Form.

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***Issuance through EBP (to the extent applicable)***

Without prejudice to the above, if so set out in the relevant Key Information Document, the subscription to the Debentures shall be made by the Eligible Investors through the electronic book mechanism as prescribed by SEBI under the EBP Requirements by placing bids on the EBP Platform during the Issue period. The Issuer will make the bidding announcement on the EBP Platform at least 1 (one) Business Day before initiating the bidding process in accordance with the EBP Requirements. In case the Eligible Investors are not registered on the EBP Platform, they will have to register themselves as an "investor" on the EBP Platform (as a one-time exercise) and also complete the required/prescribed "know your customer" verification process. Eligible Investors should also refer to the operational guidelines of the relevant EBP in this respect. The disclosures required pursuant to the EBP Requirements are set out hereinbelow:

<b>Details of size of issue and green shoe option, if any</b>	To be set out in the relevant Key Information Document for the relevant issuance of Debentures.
<b>Provided that the green shoe portion shall not exceed five times the base issue size</b>	
<b>Interest Rate Parament</b>	To be set out in the relevant Key Information Document for the relevant issuance of Debentures.
<b>Bid opening and closing date</b>	To be set out in the relevant Key Information Document for the relevant issuance of Debentures.
<b>Minimum Bid Lot</b>	To be set out in the relevant Key Information Document for the relevant issuance of Debentures.
<b>Manner of bidding in the Issue</b>	To be set out in the relevant Key Information Document for the relevant issuance of Debentures.
<b>Manner of allotment in the Issue</b>	To be set out in the relevant Key Information Document for the relevant issuance of Debentures.
<b>Manner of settlement in the Issue</b>	Pay-in of funds through ICCL.  The pay-in of the Application Money for the Debentures shall be made by way of transfer of funds from the bank account(s) of the Eligible Investors (whose bids have been accepted) as registered with the Electronic Book Provider into the account of the ICCL, as specified in this regard below.
<b>Settlement Cycle</b>	T+1; where "T" refers to the bid opening date  Settlement of the Issue will be on the date set out in the relevant Key Information Document for the relevant issuance of Debentures.
<b>Cut-off yield</b>	To be disclosed in accordance with paragraph 5.4 of the SEBI EBP Requirements.

**Process flow of settlement:**

The Eligible Investors whose bids have been accepted by the Issuer and to whom a signed copy of this General Information Document along with the PPOA have been issued by the Issuer and who have

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submitted/shall submit the Application Form ("**Successful Bidders**"), shall make the payments in respect of the Application Money in respect of the Debentures towards the allocation made to them, into the bank account of the ICCL, the details of which shall be set out in the relevant Key Information Document.

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

It must be noted that all funds pay-in obligations need to be fulfilled in totality. Partial fund receipt against any given obligation will be treated as a default and debarment penalties will be applicable as specified by the EBP Requirements and other Applicable Law.

#### **8.10 Application Procedure**

Potential Investors will be invited to subscribe by way of the Application Form prescribed in the Placement Memorandum during the period between the Issue Opening Date and the Issue Closing Date (both dates inclusive). The Issuer reserves the right to change the issue schedule including the Deemed Date of Allotment at its sole discretion, without giving any reasons. The Issue will be open for subscription during the banking hours on each day during the period covered by the Issue Schedule.

##### ***Issuance through EBP (to the extent applicable)***

The Issue will be open for subscription during the banking hours on each day during the period covered by the Issue Schedule, and the procedure will be subject to the EBP Requirements. Where an Eligible Investor (as defined below) is participating/bidding on the EBP Platform through an arranger or a custodian, such Eligible Investor must follow, and must ensure that the arranger or a custodian representing it, follows, the procedure and the bidding threshold requirements prescribed under the EBP Requirements.

Potential Investors may also be invited to subscribe by way of the Application Form prescribed in the relevant Key Information Document during the period between the Issue Opening Date and the Issue Closing Date (both dates inclusive). The Issuer reserves the right to change the issue schedule including the Deemed Date of Allotment at its sole discretion, without giving any reasons.

#### **8.11 Fictitious Applications**

All fictitious applications will be rejected.

Without prejudice to the above, if the proposed issuance of Debentures is through EBP (as set out in the relevant Key Information Document), each Eligible Investor shall provide a confirmation to the EBP that it is not using any software, algorithm, "Bots" or other automation tools, which would give unfair access for placing bids on the EBP Platform.

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## 8.12 Basis of Allotment

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

### *Issuance through EBP (to the extent applicable)*

Without prejudice to the above, if the proposed issuance of Debentures is through EBP (as set out in the relevant Key Information Document), the allotment and settlement amount for the bidders shall be determined in accordance with the EBP Requirements and the operational guidelines issued by the relevant EBP. The bids for the purposes allotment and settlement shall be arranged on a "price time priority" basis in accordance with the EBP Requirements. If two or more bids made by Eligible Investors have the same coupon/ price/spread and time, then allotment shall be done on a "pro rata" basis. The investors will be required to remit the funds in the account of the ICCL as well as submit the duly completed Application Form along with other necessary documents to the Issuer by the Deemed Date of Allotment.

If so required by the Issuer, within 1 (one) Business Day of completion of the allotment, to enable the Issuer to comply with the requirements applicable to it under the EBP Requirements, successful Applicants shall provide the following details (in the form specified below) to the Issuer:

<b>Details of Investors to whom allotment has been made</b>			
<b>Name</b>	<b>QIB/ Non-QIB</b>	<b>Category i.e., Scheduled Commercial Banks, MF, Insurance Company, Pension Fund, Provident Fund, FPI, PFI, Corporate, Others</b>	<b>Amount invested (in Rs. Crore)</b>

## 8.13 Payment Instructions

The Application Form should be submitted directly. The entire amount of INR 1,00,000 (Indian Rupees One Lakh) per Debenture is payable along with the making of an application. Applicants can remit the application amount on the Pay-in Date in the account details provided in Section 8.9 (*Issue Procedure*) above.

## 8.14 Eligible Investors

The following categories of investors, when specifically approached and have been identified upfront, are eligible to apply for this private placement of Debentures subject to fulfilling their respective investment norms/rules and compliance with laws applicable to them by submitting all the relevant documents along with the Application Form ("**Eligible Investors**"):

- (a) Resident Individuals;
- (b) Hindu Undivided Family;
- (c) Trust;
- (d) Limited Liability Partnerships, Partnership Firm(s);
- (e) Portfolio Managers and Foreign Institutional Investors (FII) registered with SEBI;
- (f) Association of Persons;
- (g) Companies and Bodies Corporate including Public Sector Undertakings;

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- (h) Commercial Banks, Regional Rural Banks, Financial Institutions;
- (i) Insurance Companies;
- (j) Mutual Funds/ Alternative Investment Fund (AIF); and
- (k) any other investor eligible to invest in these Debentures.

If the proposed issuance of Debentures is through EBP (as set out in the relevant Key Information Document), Investors, who are registered on the EBP Platform and are eligible to make bids for the Debentures of the Issuer and to whom allocation is to be made by Issuer pursuant to selection under the electronic book mechanism for issuance of securities on private placement basis in terms of the EBP Requirements and the Electronic Book Providers shall be considered as "identified persons" for the purposes of Section 42(2) of the Companies Act, 2013, to whom the Issuer shall make private placement of the Debentures and only such "identified persons" shall receive a direct communication from the Issuer with offer to subscribe to the Debentures and only such "identified persons" shall be entitled to subscribe to the Debentures.

Additionally, those arrangers/brokers/intermediaries etc. (as per the defined limits under the EBP Requirements) specifically mapped by the Issuer on the EBP Platform are also eligible to bid/apply/invest for this Issue.

All Eligible Investors are required to check and comply with Applicable Law(s) including the relevant rules / regulations / guidelines applicable to them for investing in this Issue of Debentures and the Issuer, is not in any way, directly or indirectly, responsible for any statutory or regulatory breaches by any investor, neither is the Issuer required to check or confirm the same.

Hosting of this General Information Document on the website of the BSE should not be construed as an offer or an invitation to offer to subscribe to the Debentures and the same has been hosted only as it is stipulated under the SEBI ILNCS Regulations read with the EBP Requirements. Eligible Investors should check their eligibility before making any investment.

All potential Investors are required to comply with the relevant regulations/guidelines applicable to them for investing in this issue of Debentures.

**Note:** Participation by potential investors in the Issue may be subject to statutory and/or regulatory requirements applicable to them in connection with subscription to Indian securities by such categories of persons or entities. Applicants are advised to ensure that they comply with all regulatory requirements applicable to them, including exchange controls and other requirements. Applicants ought to seek independent legal and regulatory advice in relation to the laws applicable to them.

#### **8.15 Eligible Investors should refer to the Operational Guidelines**

If the proposed issuance of Debentures is through EBP (as set out in the relevant Key Information Document), the details of the Issue shall be entered on the EBP Platform by the Issuer in accordance with the EBP Requirements and the operational guidelines of the relevant EBP. The Issue will be open for bidding for the duration of the bidding window that would be communicated through the Issuer's bidding announcement on the EBP Platform.

#### **8.16 Post-Allocation Disclosures by the EBP**

If the proposed issuance of Debentures is through EBP (as set out in the relevant Key Information Document), upon final allocation by the Issuer, the Issuer shall disclose the relevant details (such as Issue Size, coupon rate, ISIN, number of successful bidders, category of the successful bidder(s), etc.), in accordance with the EBP Requirements and the operational guidelines of the relevant EBP. The EBP shall upload such data, as provided by the Issuer, on its website to make it available to the public.



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

### **8.17 Procedure for Applying for Dematerialised Facility**

- (a) The applicant must have at least one beneficiary account with any of the DP's of NSDL and CDSL prior to making the application.
- (b) The applicant must necessarily fill in the details (including the beneficiary account number and DP - ID) appearing in the Application Form under the heading "Details for Issue of Debentures in Electronic/Dematerialised Form".
- (c) Debentures allotted to an applicant will be credited to the applicant's respective beneficiary account(s) with the DP.
- (d) For subscribing to the Debentures, names in the Application Form should be identical to those appearing in the details in the Depository. In case of joint holders, the names should necessarily be in the same sequence as they appear in the account details maintained with the DP.
- (e) Non-transferable allotment advice/refund orders will be directly sent to the applicant by the Registrar and Transfer Agent to the Issue.
- (f) If incomplete/incorrect details are given under the heading "Details for Issue of Debentures in Electronic/Dematerialised Form" in the Application Form, it will be deemed to be an incomplete application and the same may be held liable for rejection at the sole discretion of the Issuer.
- (g) For allotment of Debentures, the address, nomination details and other details of the applicant as registered with his/her DP shall be used for all correspondence with the applicant. The applicant is therefore responsible for the correctness of his/her demat details given in the Application Form vis-a-vis those with his/her DP. In case the information is incorrect or insufficient, the Issuer would not be liable for the losses, if any.
- (h) The redemption amount or other benefits would be paid to those Debenture Holders whose names appear on the list of beneficial owners maintained by the R&T Agent as on the Record Date. In case of those Debentures for which the beneficial owner is not identified in the records of the R&T Agent as on the Record Date, the Issuer would keep in abeyance the payment of the redemption amount or other benefits, until such time that the beneficial owner is identified by the R&T Agent and conveyed to the Issuer, whereupon the redemption amount and benefits will be paid to the beneficiaries, as identified.

### **8.18 Depository Arrangements**

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

### **8.19 Market Lot**

The market lot for trading of Debentures will be one Debenture ("**Market Lot**"). Since the Debentures are being issued only in dematerialised form, the odd lots will not arise either at the time of issuance or at the time of transfer of debentures.

### **8.20 List of Beneficiaries**

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

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

### **8.21 Application under Power of Attorney**

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

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

### **8.22 Procedure for application by Mutual Funds and Multiple Applications**

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

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

- (a) SEBI registration certificate
- (b) Resolution authorizing investment and containing operating instructions
- (c) Specimen signature of authorized signatories

### **8.23 Documents to be provided by Investors**

Investors need to submit the following documents, as applicable:

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

### **8.24 Applications to be accompanied with Bank Account Details**

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

## **8.25 Succession**

In the event of winding up of a Debenture Holder (being a company), the Issuer will recognise the legal representative as having title to the Debenture(s). The Issuer shall not be bound to recognize such legal representative as having title to the Debenture(s), unless they obtain legal representation, from a court in India having jurisdiction over the matter.

The Issuer may, in its absolute discretion, where it thinks fit, dispense with production of such legal representation, in order to recognise any person as being entitled to the Debenture(s) standing in the name of the concerned Debenture Holder on the production of sufficient documentary proof and an indemnity.

## **8.26 Mode of Payment**

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

## **8.27 Effect of Holidays**

To be set out in the relevant Key Information Document for the relevant issuance of Debentures.

## **8.28 Tax Deduction at Source**

To be set out in the relevant Key Information Document for the relevant issuance of Debentures.

## **8.29 Letters of Allotment**

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

## **8.30 Deemed Date of Allotment**

To be set out in the relevant Key Information Document for the relevant issuance of Debentures.

## **8.31 Record Date**

To be set out in the relevant Key Information Document for the relevant issuance of Debentures.

## **8.32 Refunds**

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

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

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### **8.33 Interest on Application Money**

To be set out in the relevant Key Information Document for the relevant issuance of Debentures.

### **8.34 PAN Number**

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

### **8.35 Payment on Redemption**

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

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

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

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

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## **SECTION 9: UNDERTAKING**

### **(1) UNDERTAKINGS IN RELATION TO THE ISSUER BEING ELIGIBLE UNDER THE SEBI ILNCS REGULATIONS**

The Issuer hereby undertakes and confirms that the following (as set out in Regulation 5 of the SEBI ILNCS Regulations) are not applicable to the Issuer as on the date of this General Information Document:

- (a) the Issuer, any of its promoters, promoter group or directors are debarred from accessing the securities market or dealing in securities by the Board;
- (b) any of the promoters or directors of the Issuer is a promoter or director of another company which is debarred from accessing the securities market or dealing in securities by the Board;
- (c) the Issuer or any of its promoters or directors is a wilful defaulter;
- (d) any of the promoters or whole-time directors of the issuer is a promoter or whole-time director of another company which is a wilful defaulter;
- (e) any of its promoters or directors is a fugitive economic offender; or
- (f) any fine or penalties levied by the Board /Stock Exchanges is pending to be paid by the Issuer at the time of filing this General Information Document.

### **(2) UNDERTAKING ON CREATION OF SECURITY PURSUANT TO REGULATION 48(2) OF THE SEBI ILNCS REGULATIONS**

To be set out in the relevant Key Information Document for the relevant issuance of debentures.

### **(3) UNDERTAKING PURSUANT TO PARAGRAPH 3.3.35 of SCHEDULE I OF THE SEBI ILNCS REGULATIONS**

The Issuer undertakes and states as follows:

- (a) investors are advised to read the risk factors carefully before taking an investment decision in this Issue. For taking an investment decision, investors must rely on their own examination of the Issuer and the offer including the risks involved. The securities have not been recommended or approved by the any regulatory authority in India, including SEBI nor does SEBI guarantee the accuracy or adequacy of this document. Specific attention of investors is invited to the statement of 'Risk factors' given on page number 20 under the section 'GENERAL RISKS AND RISKS IN RELATION TO THE NON-CONVERTIBLE SECURITIES';
- (b) the Issuer, having made all reasonable inquiries, accepts responsibility for, and confirms that this issue document contains all information with regard to the issuer and the issue, that the information contained in this issue document is true and correct in all material aspects and is not misleading in any material respect, that the opinions and intentions expressed herein are honestly held and that there are no other facts, the omission of which make this document as a whole or any of such information or the expression of any such opinions or intentions misleading in any material respect; and

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- (c) the Issuer has no side letter with any debt securities holder except the one(s) disclosed in this issue document/General Information Document. Any covenants later added shall be disclosed on the stock exchange website where the debt is listed.

(4) **DECLARATION/STATEMENT PURSUANT TO PARAGRAPH 3.3.36(c) of SCHEDULE I OF THE SEBI ILNCS REGULATIONS**

The Issuer declares that nothing in the issue document/General Information Document is contrary to the provisions of Companies Act, 2013 (18 of 2013), the Securities Contracts (Regulation) Act, 1956 (42 of 1956) and the Securities and Exchange Board of India Act, 1992 (15 of 1992) and the rules and regulations made thereunder.

(5) **DISCLOSURES PURSUANT TO CHAPTER II (*DUE DILIGENCE BY DEBENTURE TRUSTEES*) OF THE SEBI DEBENTURE TRUSTEES MASTER CIRCULAR**

- (a) **Details of assets, movable property and immovable property on which charge is proposed to be created**

To be set out in the relevant Key Information Document for the relevant issuance of Debentures.

- (b) **Title deeds (original/ certified true copy by issuers/ certified true copy by existing charge holders, as available) or title reports issued by a legal counsel/ advocates, copies of the relevant agreements/ Memorandum of Understanding**

To be set out in the relevant Key Information Document for the relevant issuance of Debentures.

- (c) **Copy of evidence of registration with Sub-registrar, Registrar of Companies, Central Registry of Securitization Asset Reconstruction and Security Interest (CERSAI) etc**

To be set out in the relevant Key Information Document for the relevant issuance of Debentures.

- (d) **For unencumbered assets, an undertaking that the assets on which charge is proposed to be created are free from any encumbrances**

To be set out in the relevant Key Information Document for the relevant issuance of Debentures.

- (e) **For encumbered assets, on which charge is proposed to be created, the following consents along-with their validity as on date of their submission:**

- (i) Details of existing charge over the assets along with details of charge holders, value/ amount, copy of evidence of registration with Sub-registrar, Registrar of Companies, CERSAI, Information Utility (IU) registered with Insolvency and Bankruptcy Board of India (IBBI) etc. as applicable:

To be set out in the relevant Key Information Document for the relevant issuance of Debentures.

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- (ii) Consent/ No-objection certificate (NOC) from existing charge holders for further creation of charge on the assets or relevant transaction documents wherein existing charge holders have given conditional consent/ permission to the Issuer to create further charge on the assets, along-with terms of such conditional consent/ permission, if any:

To be set out in the relevant Key Information Document for the relevant issuance of Debentures.

- (iii) Consent/ NOC from existing unsecured lenders, in case, negative lien is created by Issuer in favour of unsecured lenders:

To be set out in the relevant Key Information Document for the relevant issuance of Debentures.

- (f) **In case of personal guarantee or any other document/letter with similar intent is offered as security or a part of security:**

- (i) Details of guarantor viz. relationship with the Issuer: To be set out in the relevant Key Information Document for the relevant issuance of Debentures.

- (ii) Net worth statement (not older than 6 months from the date of debenture trustee agreement) certified by a chartered accountant of the guarantor: To be set out in the relevant Key Information Document for the relevant issuance of Debentures.

- (iii) List of assets of the guarantor including undertakings/ consent/ NOC as per para (d) and (e) above: To be set out in the relevant Key Information Document for the relevant issuance of Debentures.

- (iv) Conditions of invocation of guarantee including details of put options or any other terms and conditions which may impact the security created: To be set out in the relevant Key Information Document for the relevant issuance of Debentures.

- (v) Executed copies of previously entered agreements for providing guarantee to any other person, if any: To be set out in the relevant Key Information Document for the relevant issuance of Debentures.

- (g) **In case securities (equity shares etc.) are being offered as security then a holding statement from the depository participant along-with an undertaking that these securities shall be pledged in favour of debenture trustee(s) in the depository system:** To be set out in the relevant Key Information Document for the relevant issuance of Debentures.

- (h) **Details of any other form of security being offered viz. Debt Service Reserve Account etc.:** To be set out in the relevant Key Information Document for the relevant issuance of Debentures.

- (i) **Any other information, documents or records required by debenture trustee with regard to creation of security and perfection of security:** To be set out in the relevant Key Information Document for the relevant issuance of Debentures.

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- (j) **Declaration:** The Issuer declares that any Debentures issued pursuant to this General Information Document (and any relevant Key Information Document or PPOA for the relevant issuance of Debentures) shall be considered as secured only if the charged asset is registered with Sub-registrar and Registrar of Companies or CERSAI or Depository etc., as applicable, or is independently verifiable by the debenture trustee.
- (k) **Terms and conditions of debenture trustee agreement including fees charged by debenture trustees(s):** To be set out in the relevant Key Information Document for the relevant issuance of Debentures.
- (l) **Details of security to be created:** Please refer section named "*Security (Including description, type of security, type of charge, likely date of creation of security, minimum security cover, revaluation, replacement of security)*" in Section 5.38 (*Summary Terms*).
- (m) **Process of due diligence carried out by the debenture trustee:** To be set out in the relevant Key Information Document for the relevant issuance of Debentures.
- (n) **Due diligence certificate as per the format specified in Annexure IIA:** To be set out in the relevant Key Information Document for the relevant issuance of Debentures.
- (o) **Due diligence certificate as per the format specified in Schedule IV of the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021:** To be set out in the relevant Key Information Document for the relevant issuance of Debentures.

(6) **OTHER UNDERTAKINGS**

The Issuer hereby confirms that:

- (a) the Issuer is eligible and in compliance with SEBI NCS Regulations, as amended from time to time, to make the private placement of debt instruments;
- (b) (to the extent applicable) the Issuer or its promoters or whole-time directors are not in violation of the provisions of Regulation 24 of the SEBI Delisting Regulations, 2009;
- (c) neither the Issuer nor any of its promoters or directors is a willful defaulter as defined under Regulation 2 (1) (ss) of the SEBI NCS Regulations; and
- (d) the Issuer, its promoters, its directors are not in violation of the restrictions imposed by SEBI under SEBI circular no. SEBI/HO/ MRD/DSA/CIR/P/2017/92 dated August 01, 2017.

For **Muthoottu Mini Financiers Limited**



Authorised Signatory  
Name: Mathew Muthoottu  
Title: Managing Director  
Place: Kochi  
Date: 07-11-2023



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

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## SECTION 10: DECLARATION BY THE DIRECTORS

Each of the directors of the Company hereby confirm and declare that:

- A. the Issuer is in compliance with the provisions of Securities Contracts (Regulation) Act, 1956 (42 of 1956) and the Securities and Exchange Board of India Act, 1992 (15 of 1992), Companies Act, 2013 (18 of 2013) and the rules and regulations made thereunder;
- B. the compliance with the Acts and the rules and regulations does not imply that payment of dividend or interest or repayment of non-convertible securities, if applicable, is guaranteed by the Central Government;
- C. the monies received under the Issue shall be used only for the purposes and objects indicated in this General Information Document; and
- D. whatever is stated in this General Information Document and in the attachments thereto is true, correct and complete and no information material to the subject matter of this General Information Document has been suppressed or concealed and is as per the original records maintained by the promoters subscribing to the Memorandum of Association and the Articles of Association.

### General Risk

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

I am authorized by the Board of Directors of the Company vide resolution number 2 dated October 18, 2023 read with the resolution of the board of directors dated June 10, 2023 to sign this General Information Document and declare that all the requirements of Companies Act, 2013 and the rules made thereunder in respect of the subject matter of this General Information Document and matters incidental thereto have been complied with.

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

For **Muthoottu Mini Financiers Limited**

  
\_\_\_\_\_  
Authorised Signatory  
Name: Mathew Muthoottu  
Title: Managing Director

General Information Document

Date: November 7, 2023

Circulation Only

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

Private & Confidential

For Private

Place: Kochi

Date: 07-11-2023

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

## **ANNEXURE I: TERM SHEET**

To be set out in the relevant Key Information Document for the relevant issuance of Debentures.

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

**ANNEXURE II: RATING LETTER, RATING RATIONALE AND DETAILED PRESS  
RELEASE FROM THE RATING AGENCY**

*Attached Separately*

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

### **ANNEXURE III: CONSENT LETTER FROM THE DEBENTURE TRUSTEE**

To be set out in the relevant Key Information Document for the relevant issuance of Debentures. An initial consent letter is enclosed.

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

#### **ANNEXURE IV: APPLICATION FORM**

To be set out in the relevant Key Information Document for the relevant issuance of Debentures.

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

**ANNEXURE V: AUDITED FINANCIAL STATEMENTS**

*Attached Separately.*



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

## ANNEXURE VI: ILLUSTRATION OF BOND CASH FLOWS

<b>Illustration of Bond Cash Flows</b>	
Name of the Issuer	Muthoottu Mini Financiers Limited
Face Value (per security)	INR 1,00,000/- (Indian Rupees One Lakh only)
Issue Date / Date of Allotment	To be set out in the relevant Key Information Document for the relevant issuance of Debentures.
Date of Redemption	To be set out in the relevant Key Information Document for the relevant issuance of Debentures.
Tenure	To be set out in the relevant Key Information Document for the relevant issuance of Debentures.
Coupon Rate	To be set out in the relevant Key Information Document for the relevant issuance of Debentures.
Frequency of the Coupon Payment with specified dates	To be set out in the relevant Key Information Document for the relevant issuance of Debentures.
Day count convention	Actual/Actual

### INTEREST PAYMENT SCHEDULE

To be set out in the relevant Key Information Document for the relevant issuance of Debentures.

### REDEMPTION SCHEDULE

To be set out in the relevant Key Information Document for the relevant issuance of Debentures.

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

## **ANNEXURE VII: DUE DILIGENCE CERTIFICATES**

To be set out in the relevant Key Information Document for the relevant issuance of Debentures.

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

**ANNEXURE VIII: TERMS AND CONDITIONS OF DEBENTURE TRUSTEE  
AGREEMENT**

To be set out in the relevant Key Information Document for the relevant issuance of Debentures

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

**ANNEXURE IX: IN-PRINCIPLE APPROVAL RECEIVED FROM BSE**

Enclosed separately.

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

## ANNEXURE X

### LENDING POLICY

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

**1.1.1. Lending policy: Should contain overview of origination, risk management, monitoring and collections:**

Attached separately as Annexure X 1.1.1

**1.1.2. Classification of loans/ advances given to associates, entities/ person relating to board, senior management, promoters, others.:**

Loan Against Property

**1.1.3. Classification of loans/ advances given, according to type of loans, denomination of loan outstanding by loan to value, sectors, denomination of loans outstanding by ticket size, geographical classification of borrowers, maturity profile etc.:**

Please refer to paragraph (J) under Section 5.17 of this General Information Document.

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

Attached separately as Annexure X 1.1.4

**1.1.5. Details of loans, overdue and classified as non-performing in accordance with RBI stipulations:**

Please refer to paragraph (K) under Section 5.17 of this General Information Document.

**1.2 In order to allow investors to better assess the debt securities issued by the NBFC/ HFC, the following disclosures shall also be made by such Issuer:**

**1.2.1. A portfolio summary with regard to industries/ sectors to which borrowings have been made:**

Please refer to paragraph (J) under Section 5.17 of this General Information Document.

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

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Please refer to paragraph (K) under Section 5.17 of this General Information Document.

**1.2.3. Quantum and percentage of secured vis-à-vis unsecured borrowings made:**

Please refer to paragraph (B)(c) under Section 5.17 of this General Information Document.

**1.2.4. Any change in promoters' holdings in the NBFCs during the preceding financial year beyond the threshold, as prescribed by RBI:**

Not Applicable

**1.3 Classification of loans/ advances given according to:**

**1.3.1. Type of loans:**

Details of types of loans

Please refer to paragraph (J) under Section 5.17 of this General Information Document.

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

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

**Note: Off Balance sheet AUM: N.A.**

**1.3.2. Denomination of loans outstanding by loan-to-value:**

Details of LTV

Please refer to paragraph (J) under Section 5.17 of this General Information Document.

**1.3.3. Sectoral exposure:**

Details of sectoral exposure

Please refer to paragraph (J) under Section 5.17 of this General Information Document.

**1.3.4. Denomination of loans outstanding by ticket size\*:**

Details of outstanding loans category wise

Please refer to paragraph (J) under Section 5.17 of this General Information Document.

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

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**1.3.5. Geographical classification of borrowers:**

Please refer to paragraph (J) under Section 5.17 of this General Information Document.

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

Please refer to paragraph (K) under Section 5.17 of this General Information Document.

**1.3.7. Segment-wise gross NPA:**

Please refer to paragraph (K) under Section 5.17 of this General Information Document.

**1.3.8. Residual maturity profile of assets and liabilities (in line with the RBI format):**

Please refer to paragraph (L) under Section 5.17 of this General Information Document.

Residual maturity profile of assets and liabilities

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

*Note: Unhedged Foreign currency exposure is Nil*

**1.4 Disclosure of latest ALM statements to stock exchange:**

Not applicable

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## ANNEXURE XI: ALM STATEMENTS

Filing Information	
FilingInfo_Layout1	Information
Return Name	DNBS04A- Short Term Dynamic Liquidity (STDL) - Quarterly
Return Code	DNBS4A
Name of reporting institution	Muthoot Mini Financiers Limited
Bank / FI code	THI00212
Institution Type	NBFC
Reporting frequency	Quarterly
Reporting start date	2023-01-01
Reporting end date	2023-03-31
Reporting currency	INR
Reporting scale	Lakhs
Taxonomy version	1.0.0
Tool name	RBI iFile
Tool version	1.0.0
Report status	Audited
Date of Audit	2023-05-17
General remarks	

Scoping Question	
FilingInfo_Layout2	X010
Whether NBFC Profile has been updated on website	true
Category Of NBFC	Non-Deposit taking Systemically Important (NDSI) NBFC
Classification of NBFC	(i) NBFC - Investment and Credit Company (NBFC-ICC) (Loan Company (LC) /Asset Finance Company (AFC) / Investment Company (IC))

Table 1: Authorised Signatory		
AuthorisedSignatory_Layout1	Value	X010
Name of the Person Filing the Return Y010		Krishnan Y
Designation Y020		Deputy CFO
Office No. (with STD Code) Y030		04842912150
Mobile No. Y040		9072625359
Email Id Y050		krishnan.y@muthootmini.com
Date Y060		2023-07-18
Place Y070		Kochi

Table 2: Statement of short-term Dynamic Liquidity										
DNBS4AShortTermDynamicLiquidity_Layout1					0 day to 7 Days	8 days to 14 days	15 days to 30/31 days	1 month to 3 months	3 to 6 months	Total
					X010	X020	X030	X040	X050	X060
	1. Increase in loans & Advances	Y010			500.00	500.00	2000.00	15000.00	23412.06	41412.06
			(i) Term Loans	Y020	0.00	0.00	0.00	0.00	0.00	0.00
			(ii) Working Capital (WC)	Y030	0.00	0.00	0.00	0.00	0.00	0.00
			(iii) Micro Retail Loans of MFIs	Y040	0.00	0.00	0.00	0.00	0.00	0.00
			(iv) Others, if any	Y050	500.00	500.00	2000.00	15000.00	23412.06	41412.06
	2. Net increase in investments	Y060			0.00	0.00	0.00	0.00	0.00	0.00
			(i) Equity Shares	Y070	0.00	0.00	0.00	0.00	0.00	0.00
			(ii) Convertible Preference Shares	Y080	0.00	0.00	0.00	0.00	0.00	0.00
			(iii) Non-Redeemable / Perpetual Preference Shares	Y090	0.00	0.00	0.00	0.00	0.00	0.00
			(iv) Shares of Subsidiaries	Y100	0.00	0.00	0.00	0.00	0.00	0.00
(v) In shares of Joint Ventures	Y110	0.00	0.00	0.00	0.00	0.00	0.00			



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<b>A.</b>	<b>OUTFLOWS</b>	(vi) Bonds	Y120	0.00	0.00	0.00	0.00	0.00	0.00
		(vii) Debentures	Y130	0.00	0.00	0.00	0.00	0.00	0.00
		(viii) Govt./approved securities	Y140	0.00	0.00	0.00	0.00	0.00	0.00
		(ix) In Open ended Mutual Funds	Y150	0.00	0.00	0.00	0.00	0.00	0.00
		(x) Others (Please Specify)	Y160	0.00	0.00	0.00	0.00	0.00	0.00
		3. Net decrease in public deposits, ICDS	Y170	0.00	0.00	0.00	0.00	0.00	0.00
		4. Net decrease in borrowings from various sources/net increase in market lending	Y180	2055.16	142.47	4456.29	14681.34	29739.78	51075.04
		5. Security Finance Transactions (As per Residual Maturity of Transactions)	Y190	0.00	0.00	0.00	0.00	0.00	0.00
		a) Repo (As per residual maturity)	Y200	0.00	0.00	0.00	0.00	0.00	0.00
		b) Reverse Repo (As per residual maturity)	Y210	0.00	0.00	0.00	0.00	0.00	0.00
		c) CBLO (As per residual maturity)	Y220	0.00	0.00	0.00	0.00	0.00	0.00
		d) Others (Please Specify)	Y230	0.00	0.00	0.00	0.00	0.00	0.00
		6. Other outflows	Y240	4450.00	200.00	4217.46	10750.00	6125.00	25742.46
		7. Total Outflow on account of OBS items (OO)(Details to be given in below table )	Y250	0.00	0.00	0.00	0.00	0.00	0.00
		<b>TOTAL OUTFLOWS (A) (1+2+3+4+5+6+7)</b>	<b>Y260</b>	<b>7005.16</b>	<b>842.47</b>	<b>10673.75</b>	<b>40431.34</b>	<b>59276.84</b>	<b>18229.56</b>
		1. Net cash position	Y270	4013.72	0.00	0.00	0.00	0.00	4013.72
		2. Net Increase in Capital (i+ii+iii)	Y280	0.00	0.00	0.00	0.00	0.00	0.00
		(i) Equity Paid-Up Capital	Y290	0.00	0.00	0.00	0.00	0.00	0.00
		(ii) Compulsorily Convertible Preference Shares	Y300	0.00	0.00	0.00	0.00	0.00	0.00
		(iii) Other Preference Shares	Y310	0.00	0.00	0.00	0.00	0.00	0.00
3. Reserves & Surplus (i+ii+iii+iv+v+vi+vii+viii+ix+x+xi+xii+xiii)	Y320	0.00	0.00	0.00	0.00	0.00	0.00		
(i) Share Premium Account	Y330	0.00	0.00	0.00	0.00	0.00	0.00		
(ii) General Reserves	Y340	0.00	0.00	0.00	0.00	0.00	0.00		
(iii) Statutory/Special Reserve (Section 45-1C reserve to be shown separately below item no.(vii))	Y350	0.00	0.00	0.00	0.00	0.00	0.00		
(iv) Reserves under Sec 45-1C of RBI Act 1934	Y360	0.00	0.00	0.00	0.00	0.00	0.00		
(v) Capital Redemption Reserve	Y370	0.00	0.00	0.00	0.00	0.00	0.00		
(vi) Debenture Redemption Reserve	Y380	0.00	0.00	0.00	0.00	0.00	0.00		
(vii) Other Capital Reserves	Y390	0.00	0.00	0.00	0.00	0.00	0.00		
(viii) Other Revenue Reserves	Y400	0.00	0.00	0.00	0.00	0.00	0.00		
(ix) Investment Fluctuation Reserves/	Y410	0.00	0.00	0.00	0.00	0.00	0.00		

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			Investment Reserves																	
			(x) Revaluation Reserves	Y420		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			x.1 RevL Reserves - Property	Y430		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			x.2 RevL Reserves - Financial Assets	Y440		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			(xi) Share Application Money Pending Allotment	Y450		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			(xii) Others (Please mention)	Y460		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			(xiii) Balance of profit and loss account	Y470		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			4. Net increase in deposits	Y480		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			5. Interest inflow on investments	Y490		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			6. Interest inflow on performing Advances	Y500		1086.45	1086.45	2172.90	8905.36	14258.21	27509.37									
			7. Net increase in borrowings from various sources	Y510		5000.00	0.00	10000.00	35000.00	52500.00	102500.00									
			(i) Bank Borrowings through working Capital (WC)	Y520		5000.00	0.00	10000.00	35000.00	12500.00	62500.00									
			(ii) Bank borrowings through cash credit (CC)	Y530		0.00	0.00	0.00	0.00	0.00	0.00									
			(iii) Bank Borrowings through Term Loans	Y540		0.00	0.00	0.00	0.00	0.00	0.00									
			(iv) Bank Borrowings through LCs	Y550		0.00	0.00	0.00	0.00	0.00	0.00									
			(v) Bank Borrowings through ECBs	Y560		0.00	0.00	0.00	0.00	0.00	0.00									
			(vi) Other bank borrowings	Y570		0.00	0.00	0.00	0.00	0.00	0.00									
			(vii) Commercial Papers (CPs)	Y580		0.00	0.00	0.00	0.00	0.00	0.00									
			(viii) Debentures	Y590		0.00	0.00	0.00	0.00	40000.00	40000.00									
			(ix) Bonds	Y600		0.00	0.00	0.00	0.00	0.00	0.00									
			(x) Inter corporate Deposits (ICDs)	Y610		0.00	0.00	0.00	0.00	0.00	0.00									
			(xi) Borrowings from Government (Central / State)	Y620		0.00	0.00	0.00	0.00	0.00	0.00									
			(xii) Borrowings from Public Sector Undertakings (PSUs)	Y630		0.00	0.00	0.00	0.00	0.00	0.00									
			(xiii) Security Finance Transactions (As per Residual Maturity of Transactions)	Y640		0.00	0.00	0.00	0.00	0.00	0.00									
			a) Repo (As per residual maturity)	Y650		0.00	0.00	0.00	0.00	0.00	0.00									
			b) Reverse Repo (As per residual maturity)	Y660		0.00	0.00	0.00	0.00	0.00	0.00									

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				maturity)							
				d) Others (Please Specify)	Y680	0.00	0.00	0.00	0.00	0.00	0.00
			(xiv) Others (Please Specify)	Y690		0.00	0.00	0.00	0.00	0.00	0.00
	8. Other inflows (Please Specify)		Y700			0.00	0.00	346.98	539.18	2279.69	3165.85
	9. Total Inflow on account of OBS items (OI)(Details to be given in table below)		Y710			0.00	0.00	0.00	0.00	0.00	0.00
	<b>TOTAL INFLOWS (B) ( 1 to 9)</b>		Y720			10100.17	1086.45	12519.88	44444.54	69037.90	137188.94
C. Mismatch (B - A)			Y730			3095.01	243.98	1846.13	4013.20	9761.06	18959.38
D. Cumulative mismatch			Y740			3095.01	3338.99	5185.12	9198.32	18959.38	18959.38
E. C as percentage to Total Outflows			Y750			44.18	28.96	17.30	9.93	16.47	16.04

Table 3: Data on Off Balance Sheet (OBS) Exposures (Market & Non-Market Related)

DNBS4AShortTermDynamicLiquidity_Layout2				0 day to 7 Days	8 days to 14 days	15 days to 30/31 days	1 month to 3 months	3 to 6 months	Total
				X070	X080	X090	X100	X110	X120
	1.Letter of Credits (LCs)(i+ii)		Y760						
	(i) Letter of Credit (LCs) Documentary		Y770	0.00	0.00	0.00	0.00	0.00	0.00
	(ii) Letter of Credit (LCs) Clean		Y780	0.00	0.00	0.00	0.00	0.00	0.00
	2.Guarantees(i+ii)		Y790	0.00	0.00	0.00	0.00	0.00	0.00
	(i) Guarantees - Financial		Y800	0.00	0.00	0.00	0.00	0.00	0.00
	(ii) Guarantees - Others		Y810	0.00	0.00	0.00	0.00	0.00	0.00
	3.Shares / Debentures Underwriting Obligations(i+ii)		Y820	0.00	0.00	0.00	0.00	0.00	0.00
	(i) Share underwriting obligations		Y830	0.00	0.00	0.00	0.00	0.00	0.00
	(ii) Debenture underwriting obligations		Y840	0.00	0.00	0.00	0.00	0.00	0.00
	4.Partly - Paid Shares / Debentures(i+ii)		Y850	0.00	0.00	0.00	0.00	0.00	0.00
	(i) Shares - Partly Paid		Y860	0.00	0.00	0.00	0.00	0.00	0.00
	(ii) Debentures - Partly Paid		Y870	0.00	0.00	0.00	0.00	0.00	0.00
	5.Bills Discounted / Rediscounted(i+ii)		Y880	0.00	0.00	0.00	0.00	0.00	0.00
	(i) Bills Discounted		Y890	0.00	0.00	0.00	0.00	0.00	0.00
	(ii) Bills Rediscounted		Y900	0.00	0.00	0.00	0.00	0.00	0.00
	6.Lease contracts entered into but yet to be executed		Y910	0.00	0.00	0.00	0.00	0.00	0.00
	7.Sale and repurchase agreement and asset sales with recourse, where the credit risk remains with the applicable NBFC.		Y920	0.00	0.00	0.00	0.00	0.00	0.00
	8.Forward asset purchases, forward deposits and partly paid shares and securities, which represent commitments with certain draw down.		Y930	0.00	0.00	0.00	0.00	0.00	0.00
	9.Lending of NBFC securities or posting of securities as collateral by the NBFC-IFC, including instances where these arise out of repo style transactions		Y940	0.00	0.00	0.00	0.00	0.00	0.00

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Offbalance sheet (OBS) Exposures	EXPECTED OUTFLOWS	10. Committed Lines of Credit (Original Maturity up to 1 year)	Y950	0.00	0.00	0.00	0.00	0.00	0.00
		11. Committed Lines of Credit (Original Maturity up to next 6 months)	Y960	0.00	0.00	0.00	0.00	0.00	0.00
		12. Commitment to provide liquidity facility for securitization of standard asset transactions	Y970	0.00	0.00	0.00	0.00	0.00	0.00
		13. Second loss credit enhancement for securitization of standard asset transactions provided by third party	Y980	0.00	0.00	0.00	0.00	0.00	0.00
		14. Derivatives (i+ii+iii+iv+v+vi+vii+viii)	Y990	0.00	0.00	0.00	0.00	0.00	0.00
		(i) Forward Forex Contracts	Y1000	0.00	0.00	0.00	0.00	0.00	0.00
		(ii) Futures Contracts (a)+(b)+(c)	Y1010	0.00	0.00	0.00	0.00	0.00	0.00
		(a) Currency Futures	Y1020	0.00	0.00	0.00	0.00	0.00	0.00
		(b) Interest Rate Futures	Y1030	0.00	0.00	0.00	0.00	0.00	0.00
		(c) Others	Y1040	0.00	0.00	0.00	0.00	0.00	0.00
		(iii) Options Contracts (a)+(b)+(c)	Y1050	0.00	0.00	0.00	0.00	0.00	0.00
		(a) Currency Options Purchased / Sold	Y1060	0.00	0.00	0.00	0.00	0.00	0.00
		(b) Interest Rate Options	Y1070	0.00	0.00	0.00	0.00	0.00	0.00
		(c) Others	Y1080	0.00	0.00	0.00	0.00	0.00	0.00
		(iv) Forward Rate Agreements	Y1090	0.00	0.00	0.00	0.00	0.00	0.00
		(v) Swaps - Currency (a)+(b)	Y1100	0.00	0.00	0.00	0.00	0.00	0.00
		(a) Cross Currency Interest Rate Swaps (Not Involving Rupee)	Y1110	0.00	0.00	0.00	0.00	0.00	0.00
		(b) FCY - INR Interest Rate Swaps	Y1120	0.00	0.00	0.00	0.00	0.00	0.00
		(vi) Swaps - Interest Rate (a)+(b)	Y1130	0.00	0.00	0.00	0.00	0.00	0.00
		(a) Single Currency Interest Rate Swaps	Y1140	0.00	0.00	0.00	0.00	0.00	0.00
		(b) Basis Swaps	Y1150	0.00	0.00	0.00	0.00	0.00	0.00
		(vii) Credit Default Swaps (CDS) Purchased	Y1160	0.00	0.00	0.00	0.00	0.00	0.00
		(viii) Swaps - Others (Commodities, securities etc.)	Y1170	0.00	0.00	0.00	0.00	0.00	0.00
15. Other contingent liabilities	Y1180	0.00	0.00	0.00	0.00	0.00	0.00		
Total Outflow on account of OBS items (OO) : Sum of (1+2+3+4+5+6+7+8+9+10+11+12+13+14+15)	Y1190	0.00	0.00	0.00	0.00	0.00	0.00		
1. Letter of Credits (LCs) (i+ii)	Y1200	0.00	0.00	0.00	0.00	0.00	0.00		
(i) Letter of Credit (LCs) Documentary	Y1210	0.00	0.00	0.00	0.00	0.00	0.00		
(ii) Letter of Credit (LCs) Clean	Y1220	0.00	0.00	0.00	0.00	0.00	0.00		

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<b>EXPECTED INFLOWS</b>	<b>2.Guarantees(i+ii)</b>	<b>Y1230</b>	0.00	0.00	0.00	0.00	0.00	0.00
	(i) Guarantees - Financial	Y1240	0.00	0.00	0.00	0.00	0.00	0.00
	(ii) Guarantees - Others	Y1250	0.00	0.00	0.00	0.00	0.00	0.00
	<b>3.Shares / Debentures Underwriting Obligations(i+ii)</b>	<b>Y1260</b>	0.00	0.00	0.00	0.00	0.00	0.00
	(i) Share underwriting obligations	Y1270	0.00	0.00	0.00	0.00	0.00	0.00
	(ii) Debenture underwriting obligations	Y1280	0.00	0.00	0.00	0.00	0.00	0.00
	<b>4.Partly - Paid Shares / Debentures(i+ii)</b>	<b>Y1290</b>	0.00	0.00	0.00	0.00	0.00	0.00
	(i) Shares - Partly Paid	Y1300	0.00	0.00	0.00	0.00	0.00	0.00
	(ii) Debentures - Partly Paid	Y1310	0.00	0.00	0.00	0.00	0.00	0.00
	<b>5.Bills Discounted / Rediscounted(i+ii)</b>	<b>Y1320</b>	0.00	0.00	0.00	0.00	0.00	0.00
	(i) Bills Discounted	Y1330	0.00	0.00	0.00	0.00	0.00	0.00
	(ii) Bills Rediscounted	Y1340	0.00	0.00	0.00	0.00	0.00	0.00
	6.Lease contracts entered into but yet to be executed	Y1350	0.00	0.00	0.00	0.00	0.00	0.00
	7.Sale and repurchase agreement and asset sales with recourse, where the credit risk remains with the applicable NBFC.	Y1360	0.00	0.00	0.00	0.00	0.00	0.00
	8.Forward asset purchases, forward deposits and partly paid shares and securities, which represent commitments with certain draw down.	Y1370	0.00	0.00	0.00	0.00	0.00	0.00
	9.Lending of NBFC securities or posting of securities as collateral by the NBFC-IFC, including instances where these arise out of repo style transactions	Y1380	0.00	0.00	0.00	0.00	0.00	0.00
	10.Committed Lines of Credit (Original Maturity up to 1 year)	Y1390	0.00	0.00	0.00	0.00	0.00	0.00
	11.Committed Lines of Credit (Original Maturity up to next 6 months)	Y1400	0.00	0.00	0.00	0.00	0.00	0.00
	12.Commitment to provide liquidity facility for securitization of standard asset transactions	Y1410	0.00	0.00	0.00	0.00	0.00	0.00
	13.Second loss credit enhancement for securitization of standard asset transactions provided by third party	Y1420	0.00	0.00	0.00	0.00	0.00	0.00
	<b>14.Derivatives (i+ii+iii+iv+v+vi+vii+viii)</b>	<b>Y1430</b>	0.00	0.00	0.00	0.00	0.00	0.00
	(i) Forward Forex Contracts	Y1440	0.00	0.00	0.00	0.00	0.00	0.00
	(ii) Futures Contracts ((a)+(b)+(c))	Y1450	0.00	0.00	0.00	0.00	0.00	0.00
	(a) Currency Futures	Y1460	0.00	0.00	0.00	0.00	0.00	0.00
	(b) Interest Rate Futures	Y1470	0.00	0.00	0.00	0.00	0.00	0.00
	(c) Others	Y1480	0.00	0.00	0.00	0.00	0.00	0.00
(iii) Options Contracts ((a)+(b)+(c))	Y1490	0.00	0.00	0.00	0.00	0.00	0.00	
(a) Currency Options Purchased / Sold	Y1500	0.00	0.00	0.00	0.00	0.00	0.00	
(b) Interest Rate Options	Y1510	0.00	0.00	0.00	0.00	0.00	0.00	
(c) Others	Y1520	0.00	0.00	0.00	0.00	0.00	0.00	
(iv) Forward Rate Agreements	Y1530	0.00	0.00	0.00	0.00	0.00	0.00	
(v) Swaps - Currency	Y1540	0.00	0.00	0.00	0.00	0.00	0.00	

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					Currency Interest Rate Swaps (Not Involving Rupee)	Y1550	0.00	0.00	0.00	0.00	0.00	0.00
					(b) FCY - INR Interest Rate Swaps	Y1560	0.00	0.00	0.00	0.00	0.00	0.00
				(vi) Swaps - Interest Rate ((a)+(b))	Y1570		0.00	0.00	0.00	0.00	0.00	0.00
					(a) Single Currency Interest Rate Swaps	Y1580	0.00	0.00	0.00	0.00	0.00	0.00
					(b) Basis Swaps	Y1590	0.00	0.00	0.00	0.00	0.00	0.00
				(vii) Credit Default Swaps (CDS) Purchased	Y1600		0.00	0.00	0.00	0.00	0.00	0.00
				(viii) Swaps - Others (Commodities, securities etc.)	Y1610		0.00	0.00	0.00	0.00	0.00	0.00
				15. Other contingent liabilities	Y1620		0.00	0.00	0.00	0.00	0.00	0.00
				Total Inflow on account of OBS items (O1) : Sum of (1+2+3+4+5+6+7+8+9+10+11+12+13+14+15)	Y1630		0.00	0.00	0.00	0.00	0.00	0.00

Name	Digitally Signed by	Date of Signature
YEGNESWARAN KRISHNAN	YEGNESWARAN KRISHNAN	19-JUL-2023 09:29:46
YEGNESWARAN KRISHNAN	YEGNESWARAN KRISHNAN	19-JUL-2023 09:29:46

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

## ANNEXURE XII: RELATED PARTY TRANSACTIONS

(INR In crores)

<b>Financial year</b>	<b>Principal Repayment</b>	<b>Interest Repayment</b>	<b>Outstanding Balance</b>
2020-21	0.05	0.16	6.70
2021-22	0.34	0.92	6.36
2022-23	0.39	0.87	5.96

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

**ANNEXURE XIII: BOARD RESOLUTIONS**

*Attached Separately*



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

## **ANNEXURE XIV: SHAREHOLDERS RESOLUTIONS**

*Attached Separately*

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

**ANNEXURE XV: EXTRACTS OF LENDING POLICY, THE RECOVERY POLICY AND  
OTHER RELATED POLICIES OF THE ISSUER**

*Attached Separately*

**KEY INFORMATION DOCUMENT / PRIVATE PLACEMENT OFFER CUM APPLICATION  
LETTER**



**MUTHOOTTU MINI FINANCIERS LIMITED**  
**("Issuer" / "Company")**

A public limited company incorporated under the Companies Act, 1956

**Key Information Document for issue of Debentures on a private placement basis**  
**Dated: April 22, 2024**

**Issue of 7,500 (seven thousand five hundred) rated, listed, senior, secured, redeemable, taxable, transferable, non-convertible debentures denominated in Indian Rupees ("INR"), having a face value of INR 1,00,000 (Indian Rupees One Lakh) each and an aggregate face value of INR 75,00,00,000 (Indian Rupees Seventy Five Crore) on a private placement basis.**

**Background**

This Key Information Document (as defined below) is related to the Debentures to be issued by Muthoottu Mini Financiers Limited (the "**Issuer**" or "**Company**") on a private placement basis under the purview of the General Information Document and contains relevant information and disclosures (to the extent required under the Debt Listing Regulations and not already covered under the General Information Document) required for the purpose of issuing of the Debentures. The issue of the Debentures comprised in the Issue and described under this Key Information Document has been authorised by the Issuer through the resolutions dated December 14, 2022 of the shareholders of the Issuer, and the resolution dated April 17, 2024 of the Board of Directors of the Issuer.

This Key Information Document is issued within the period of validity for issuance of non-convertible debentures prescribed in the General Information Document.

This Key Information Document and the terms and conditions (including the details of the Debentures) set out herein are to be read together with the General Information Document issued by the Issuer.

**FILING OF KEY INFORMATION DOCUMENT WITH STOCK EXCHANGE**

This Key Information Document has been/will be filed with the Stock Exchange.

<b>Issue Schedule</b>	
<b>Particulars</b>	<b>Date</b>
Issue Opening Date	April 24, 2024
Issue Closing Date	April 24, 2024
Date of earliest closing of the Issue (if any):	N.A.
Pay In Date	April 25, 2024
Deemed Date of Allotment	April 25, 2024

**DISCLAIMERS**

- This Key Information Document contains no unsubstantiated forward-looking statements. To the extent there are any unsubstantiated forward-looking statements under this Key Information Document, such statements shall be considered to be null and void.
- This issue document does not include any statement purporting to be made by an expert other than if the expert is a person who is not, and has not been, engaged or interested in the formation or promotion or management, of the Issuer and has given their written consent to this issue of this Key Information Document and has not withdrawn such consent before the delivery of a copy of this Key Information Document to the Registrar (as applicable) for registration.

## TABLE OF CONTENTS

SECTION 1:	DEFINITIONS AND ABBREVIATIONS	4
SECTION 2:	FINANCIAL STATEMENTS	15
SECTION 3:	REGULATORY DISCLOSURES	16
SECTION 4:	TRANSACTION DOCUMENTS	87
SECTION 5:	OTHER INFORMATION AND APPLICATION PROCESS	88
SECTION 6:	UNDERTAKING	75
SECTION 7:	FORM NO. PAS-4 - PRIVATE PLACEMENT OFFER CUM APPLICATION LETTER	958
ANNEXURE I:	TERM SHEET	114
ANNEXURE II:	RATING LETTER, RATING RATIONALE AND DETAILED PRESS RELEASE FROM THE RATING AGENCY	115
ANNEXURE III:	CONSENT LETTER FROM THE DEBENTURE TRUSTEE	116
ANNEXURE IV:	APPLICATION FORM	117
ANNEXURE V:	LATEST AUDITED FINANCIAL STATEMENTS	121
ANNEXURE VI:	ILLUSTRATION OF BOND CASH FLOWS	122
ANNEXURE VII:	DUE DILIGENCE CERTIFICATES	123
ANNEXURE VIII:	TERMS AND CONDITIONS OF DEBENTURE TRUSTEE AGREEMENT	124
ANNEXURE IX:	BOARD RESOLUTIONS	125
ANNEXURE X:	SHAREHOLDERS RESOLUTIONS	126

## SECTION 1: DEFINITIONS AND ABBREVIATIONS

Unless the context otherwise indicates or requires, the following terms shall have the meanings given below in this Key Information Document.

TERM	DEFINITION/PARTICULARS
Act or Companies Act	means the Companies Act, 2013, and shall include any re-enactment, amendment or modification of the Companies Act, 2013, as in effect from time to time.
Allot/Allotment/Allotted	means the allotment of the Debentures pursuant to this Issue.
Applicable Accounting Standards	means the generally accepted accounting principles, standards and practices in India or any other prevailing accounting standard in India as may be applicable, and includes the Indian Accounting Standards (IND-AS).
Applicable Law	means all applicable statutes, enactments or acts of any legislative body in India, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any Governmental Authority and any modifications or re-enactments thereof.
Applicant	means a person who has submitted a completed Application Form to the Issuer.
Application Form	The form used by the recipient of this Key Information Document, to apply for subscription to the Debentures, which is in the form annexed to this Key Information Document and marked as <b>Annexure IV (Application Form)</b> .
Application Money	means the subscription amounts paid by the Debenture Holders at the time of submitting the Application Form.
Assets	means, for any date of determination, the assets of the Issuer on such date as the same would be determined in accordance with Applicable Accounting Standards.
Beneficial Owners	means the holders of the Debentures in dematerialised form whose names are recorded as such with the Depository(ies) in the Register of Beneficial Owners.
Board / Board of Directors	means the Board of Directors of the Issuer.
BSE	means BSE Limited.
Business Day	means any day (other than a Saturday, Sunday or a public holiday under Section 25 of the Negotiable Instruments Act, 1881) on which commercial banks are open for business in Mumbai, India and Chennai, India. For the purpose of this definition, in respect of: <ul style="list-style-type: none"> <li>(a) <i>Announcement of issue period:</i> Business Day shall mean all days, excluding Saturdays, Sundays and public holidays, on which commercial banks in Mumbai, India and Chennai, India are open for business; and</li> <li>(b) <i>The time period between the issue closing date and the listing of the Debentures on the BSE:</i> Business Day shall mean all trading days of the stock exchanges for non-convertible securities, excluding Saturdays, Sundays and bank holidays, as specified by the SEBI.</li> </ul>
Capital Adequacy Ratio	means the capital adequacy ratio determined in accordance with the NBFC Directions.

TERM	DEFINITION/PARTICULARS
CDSL	means the Central Depository Services (India) Limited.
CERSAI	means the Central Registry of Securitisation Asset Reconstruction and Security Interest of India.
Client Loan	means each loan disbursed by the Issuer as a lender, and "Client Loans" shall be construed accordingly.
Client Protection Claim	means any claim, proceeding or investigation by a person in respect of any Client Protection Laws.
Client Protection Laws	means any laws, rules or regulations applicable to the Issuer as a non-banking finance company or otherwise concerning consumer protection matters.
Company/Issuer/MMFL	Muthoottu Mini Financiers Limited, a company incorporated under the Companies Act, 1956, having corporate identification number U65910KL1998PLC012154 and registered as a non-banking financial company with the RBI, having its registered office at 65/623-K, Muthoottu Royal Towers, Kaloor, Kochi, Kerala – 682017, India.
Conditions Precedent	means the conditions precedent set out under the heading in Section 3.10 ( <i>Summary Terms</i> ) of this Key Information Document.
Conditions Subsequent	means the conditions subsequent set out in Section 3.10 ( <i>Summary Terms</i> ) of this Key Information Document.
Constitutional Documents	means the certificate of incorporation of the Issuer, the memorandum of association and articles of association of the Issuer and the certificate of registration issued by the RBI to the Issuer.
Control	<p>means, in respect of any person:</p> <ul style="list-style-type: none"> <li>(a) the right to appoint a majority of the directors of the board of directors of such person; and</li> <li>(b) the right to control the management or policy decisions acting individually or in concert, directly or indirectly, including by virtue of shareholding or management rights or shareholders agreements or voting agreements or in any other manner of such person.</li> </ul>
Crore	means ten million
Debenture Holders / Investors	<p>means each person who is:</p> <ul style="list-style-type: none"> <li>(a) registered as a Beneficial Owner; and</li> <li>(b) registered as a debenture holder in the Register of Debenture Holders,</li> </ul> <p>paragraphs (a) and (b) shall be deemed to include transferees of the Debentures registered with the Issuer (as a Debenture Holder in the Register of Debenture Holders) and the Depository from time to time, and in the event of any inconsistency between paragraphs (a) and (b) above, paragraph (a) shall prevail.</p>
Debenture Trust Deed/DTD	means the trust deed executed / to be executed by and between the Debenture Trustee and the Issuer which will set out the terms upon which the Debentures are being issued and shall include the representations and warranties and the covenants to be provided by

TERM	DEFINITION/PARTICULARS
	the Issuer.
Debenture Trustee	MITCON Credentia Trusteeship Services Limited
Debenture Trustee Agreement	means the agreement executed / to be executed by and between the Debenture Trustee and the Issuer for the purposes of appointment of the Debenture Trustee to act as debenture trustee in connection with the issuance of the Debentures.
Debenture Trustees Regulations or SEBI Debenture Trustees Regulations	means the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993 (as amended, modified or restated from time to time).
Debentures/NCDs	means 7,500 (seven thousand five hundred) rated, listed, senior, secured, redeemable, taxable, transferrable, non-convertible debentures denominated in INR, having a face value of INR 1,00,000 (Indian Rupees One Lakh) each and an aggregate face value of INR 75,00,00,000 (Indian Rupees Seventy Five Crore).
Debt	<p>means the aggregate of:</p> <ul style="list-style-type: none"> <li>(a) all outstanding long-term borrowings (whether secured or unsecured);</li> <li>(b) all contingent liabilities pertaining to corporate and financial guarantees given on behalf of any company, special purpose vehicle, any subsidiary or affiliate to the extent of the amounts outstanding in respect of such guaranteed debt;</li> <li>(c) all outstanding short-term debt borrowings (whether secured or unsecured), availed of in lieu of any long-term debt or by way of bridge financing for a long-term debt;</li> <li>(d) all amounts raised by acceptance under any acceptance credit facility;</li> <li>(e) all receivables sold or discounted (other than receivables that are sold on a non-recourse basis);</li> <li>(f) any obligation under any put option, any shortfall/liquidity support undertaking, any debt service reserve account undertaking, any keep fit letter(s), any letter of comfort issued in favour of any person(s); and</li> <li>(g) all amounts raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing,</li> </ul> <p>but shall not include any cash-in-hand and/or any amounts available in the bank accounts of the Issuer.</p>
Debt Disclosure Documents	means, collectively, the General Information Document and this Key Information Document, and any PPOA issued in respect of the Debentures.
Debt Listing Regulations or SEBI Debt Listing Regulations or SEBI	means the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, as amended,



TERM	DEFINITION/PARTICULARS
NCS Regulations or SEBI ILNCS Regulations	modified or restated from time to time.
Deed of Hypothecation	has the meaning given to it in Section 3.10 ( <i>Summary Terms</i> ) of this Key Information Document.
Deemed Date of Allotment	means April 25, 2027
Demat	means dematerialized securities which are securities that are in electronic form, and not in physical form, with the entries noted by the Depository.
Depositories Act	means the Depositories Act, 1996, as amended from time to time
Depositories	means the depositories with which the Issuer has made arrangements for dematerialising the Debentures, being NSDL and CDSL, and "Depository" means any one of them.
Depository Participant / DP	A depository participant as defined under the Depositories Act
Director(s)	means the director(s) of the Issuer.
DP ID	Depository Participant Identification Number.
Due Dates	means, collectively, the dates on which any principal amounts, interest, any additional interest, default interest, any liquidated damages, any premature redemption amount and/or any other amounts payable, are due and payable, including but not limited to the Interest Payment Dates, the Redemption Date(s), or any other date on which any payment is to be made by the Issuer under the Transaction Documents.
EBP Platform	has the meaning given to it under the EBP Requirements.
EBP Requirements or SEBI EBP Requirements	means the requirements with respect to the electronic book mechanism prescribed in Chapter VI ( <i>Electronic Book Provider platform</i> ) of the Listed NCDs Master Circular, and the operational guidelines issued by the relevant Electronic Book Provider, as may be restated, amended, modified, or updated from time to time.
Effective Date	means the date of execution of the Debenture Trust Deed.
EFT	Electronic Fund Transfer
Electronic Book Provider / EBP	has the meaning given to it under the EBP Requirements.
Eligible Investors	has the meaning given to it in Section 8.14 ( <i>Eligible Investors</i> ) of the General Information Document.
Environmental and Social Claim	means any claim, proceeding or investigation in respect of any Environmental and Social Requirements.
Environmental and Social Requirements	means any law, rule or regulation (including international treaty obligations) applicable in the Republic of India and, in respect of the Issuer, any country in which the Issuer carries out business activities concerning (a) environmental matters, (b) natural resource management, (c) any environmental and/or social permit, license, consent, approval or other authorisation required by the Issuer to conduct its business, (d) labour, (e) social security, (f) industrial relations, (g) protection of occupational as well as public health and safety, (h) public participation, (i) the protection and regulation of ownership of land rights (both formal and traditional), immovable goods and intellectual and cultural property rights, (j) the protection and empowerment of indigenous people or ethnic groups, (k) the protection, restoration and promotion of cultural heritage and (l)

TERM	DEFINITION/PARTICULARS
	protection of employees and citizens.
Event of Default	means the event(s) set out in Section 3.10 ( <i>Summary Terms</i> ) of this Key Information Document.
Exclusion List	means the list of excluded activities set out in the DTD.
Existing Financial Creditors	means persons that have provided the Existing Financial Indebtedness.
Existing Financial Indebtedness	means the Financial Indebtedness of the Issuer in respect of which the Issuer has created security interest over the book debts/loan receivables which are proposed to be charged in respect of the Debentures (as a part of the Hypothecated Assets), as of the Effective Date, as more particularly set out in the DTD.
Final Redemption Date	means the date occurring on the expiry of a period of 36 (thirty six) months from the Deemed Date of Allotment, being April 25, 2027 or such other earlier date on which the Debentures are required to be redeemed pursuant to the Transaction Documents.
Final Settlement Date	means the date on which all Secured Obligations have been irrevocably and unconditionally paid and discharged in full to the satisfaction of the Debenture Holders.
Financial Indebtedness	<p>means any indebtedness for or in respect of:</p> <ul style="list-style-type: none"> <li>(a) moneys borrowed;</li> <li>(b) any amount raised by acceptance under any acceptance credit, bill acceptance or bill endorsement facility or dematerialised equivalent;</li> <li>(c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, loan stock or any similar instrument;</li> <li>(d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with the Applicable Accounting Standards, be treated as a finance or capital lease;</li> <li>(e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);</li> <li>(f) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing;</li> <li>(g) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the mark to market value shall be taken into account);</li> <li>(h) shares which are expressed to be redeemable or shares which are the subject of a put option or any form of guarantee;</li> </ul>

TERM	DEFINITION/PARTICULARS
	<p>(i) any obligation under any put option in respect of any securities;</p> <p>(j) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution;</p> <p>(k) any corporate/personal guarantee, a letter of comfort or any other similar contractual comfort issued or incurred in respect of a liability incurred by any other third person; and</p> <p>(l) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (k) above.</p>
Financial Year/ FY	means each period of 12 (twelve) months commencing on April 1 of any calendar year and ending on March 31 of the subsequent calendar year
General Information Document	means the general information document dated November 7, 2023 issued by the Issuer which sets out the terms and conditions for the issue and offer of non-convertible debentures by the Issuer on a private placement basis and contains the relevant information in this respect.
Governmental Authority	means any government (central, state or otherwise) or any governmental agency, semi-governmental or judicial or quasi-judicial or administrative entity, department, agency or authority including any stock exchange or any self-regulatory organisation, established under any Applicable Law.
Gross Loan Portfolio	in respect of a person, means and includes the outstanding principal amounts (including interest accrued) of the loans originated by such person on its own books, securitized portfolio as well as loans originated on behalf of other entities by entering into partnership agreements but not included on such person's own book.
Gross Loan Portfolio (Gold Loans)	in respect of the Issuer, means and includes the outstanding principal amounts (including interest accrued) of the gold loans originated by the Issuer on its own books, securitized portfolio as well as loans originated on behalf of other entities by entering into partnership agreements but not included on the Issuer's own book.
Group Entities	shall mean and refer to the subsidiaries of the Issuer, associate companies (as defined under the Companies Act) of the Issuer, and the entities under the Control of the Issuer, from time to time, and "Group Entity" shall mean anyone of them.
Hypothecated Assets	has the meaning given to it in Section 3.10 ( <i>Summary Terms</i> ) of this Key Information Document.
ICCL	means the Indian Clearing Corporation Limited.
Interest Payment Dates	means the dates on which any interest in respect of the Debentures is required to be paid, as more specifically set out in Annexure VI ( <i>Illustration of Bond Cash Flows</i> ) of this Key Information Document.

TERM	DEFINITION/PARTICULARS
Interest Rate	means 10% (ten percent) per annum (fixed), payable monthly on the Interest Payment Dates.
Issue	means the issuance of the Debentures by way of private placement.
Issue Closing Date	April 24, 2024
Issue Opening Date	April 24, 2024
Key Information Document	means this key information document which sets out the terms and conditions for the issue and offer of the Debentures by the Issuer on a private placement basis and contains the relevant information in this respect.
Listed NCDs Master Circular	means the master circular issued by SEBI bearing the reference number SEBI/HO/DDHS/PoD1/P/CIR/2023/119 dated August 10, 2021 on “ <i>Master Circular for issue and listing of Non-convertible Securities, Securitised Debt Instruments, Security Receipts, Municipal Debt Securities and Commercial Paper</i> ” (updated as on July 7, 2023) to the extent applicable in respect of the private placement of debt securities, as amended, modified, or restated from time to time.
Listing Period	has the meaning given to it in Section 3.10 ( <i>Summary Terms</i> ) of this Key Information Document.
LODR Regulations or SEBI LODR Regulations	means the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended, modified, or restated from time to time.
Majority Debenture Holders	means such number of Debenture Holders collectively holding more than 50% (fifty percent) of the value of the Outstanding Principal Amounts of the Debentures.
Majority Resolution	means a resolution approved by the Majority Debenture Holders who are present and voting or if a poll is demanded, by the Majority Debenture Holders who are present and voting in such poll.
Material Adverse Effect	means the effect or consequence of an event, circumstance, occurrence or condition which has caused, as of the date of determination, a material and adverse effect on: <ul style="list-style-type: none"> <li>(a) the financial condition, business or operation of the Issuer which results in the erosion of the Net Worth of the Issuer by more than 10% (ten percent), from that existing as of the Effective Date;</li> <li>(b) the ability of the Issuer to perform their obligations under the Transaction Documents; or</li> <li>(c) the legality, validity or enforceability of any of the Transaction Documents (including the ability of any Party or the Debenture Holders to enforce their respective rights or remedies under any of the Transaction Documents).</li> </ul>
N.A.	Not Applicable
NBFC-MFI	Non-banking financial company - microfinance institution
NBFC Directions	means the Master Direction - Reserve Bank of India (Non-Banking Financial Company - Scale Based Regulation) Directions, 2023 dated October 19, 2023, read together with the RBI's circular no. DOR (NBFC).CC.PD.No.109/22.10.106/2019-20 dated March 13, 2020 on " <i>Implementation of Indian Accounting Standards</i> ", each as

TERM	DEFINITION/PARTICULARS
	amended, modified, or restated from time to time.
Net Worth	has the meaning given to it in the Companies Act.
NSDL	means the National Securities Depository Limited
Objectionable Practice	means any acts of bribery or corruption, financing of terrorist/terrorist organisation, misrepresentation for financial benefit, money laundering activities (howsoever described under Applicable Law) or any act of falsifying/alteration of evidence relating to the aforesaid activities.
OFAC	means the Office of Foreign Assets Control of the U.S. Department of the Treasury, which administers and enforces economic and trade sanctions based on U.S. foreign policy and national security goals against targeted individuals, organizations, and foreign countries and regimes.
OFAC Lists	means the Specially Designated Nationals and Blocked Persons List and any other lists administered or enforced by OFAC, including but not limited to the Sectoral Sanctions Identifications List, the Foreign Sanctions Evaders List, the Palestinian Legislative Council List, and the List of Foreign Financial Institutions Subject to Correspondent Account or Payable-Through Account Sanctions, in each case as published by OFAC from time to time.
Off Balance Sheet Portfolio	means the outstanding principal balance of all Client Loans securitised, assigned, originated on behalf of other institutions otherwise sold off in respect of which the Issuer has provided credit enhancements in any form or manner whatsoever including Client Loans originated on behalf of other entities by entering into partnership agreements but not included on the Issuer's own book, excluding interest receivables and accrued interest.
Outstanding Amounts	means, on any date, the Outstanding Principal Amounts together with any interest, additional interest, default interest, costs, fees, charges, expenses and other amounts payable by the Issuer in respect of the Debentures
Optionally Accelerated Redemption Option	has the meaning given to it in Section 3.10 ( <i>Summary Terms</i> ) of this Key Information Document.
Optionally Accelerated Redemption Option Notice	has the meaning given to it in Section 3.10 ( <i>Summary Terms</i> ) of this Key Information Document.
Outstanding Principal Amounts	means, at any date, the principal amounts outstanding under the Debentures.
PAN	Permanent Account Number
PAR>90	means, in a district in India or branch of the Issuer or in respect of the Gross Loan Portfolio, at any time, as the case may be, the outstanding principal amounts of the Client Loans that have one or more instalments of principal, interest, penalty, fee or any other payments overdue for more than 90 (ninety) days.
Payment Default	means the occurrence of the event of default set out in paragraph (a) under the section named "Events of Default" under Section 3.10 ( <i>Summary Terms</i> ) of this Key Information Document.
Private Placement Offer cum Application Letter/PPOA	The offer cum application letter prepared in compliance with Section 42 of the Companies Act, 2013 read with the Companies (Prospectus and Allotment of Securities) Rules, 2014.

<b>TERM</b>	<b>DEFINITION/PARTICULARS</b>
Promoters	means, each of Mr. Mathew Muthoottu and Ms. Nizzy Mathew.
Promoter Group	means, collectively, Muthoottu Mini Hotels Private Limited, Mini Muthoottu Credit India Private Limited, Muthoottu Mini Theatres Private Limited, and RMM Properties India Private Limited.
Purpose	has the meaning given to it in Section 3.9 ( <i>Utilization of the Issue Proceeds</i> ) of this Key Information Document.
Quarterly Date	means each of March 31, June 30, September 30 and December 31 of a calendar year, and "Quarterly Dates" shall be construed accordingly.
Rating	means a credit rating for the Debentures from the Rating Agency, which has affirmed/re-affirmed a rating of "CARE A-/Stable" (pronounced as "A minus with a Stable outlook") through its letter dated April 1, 2024.
Rating Agency	means CARE Ratings Limited, having its registered office at 4th Floor, Godrej Coliseum, Somaiya Hospital Road, Off Eastern Express Highway, Sion (East), Mumbai, Maharashtra - 400 022, India
Rating Downgrade Event	means the downgrade of the Rating of the Debentures by the Rating Agency to "BBB+" or below.
RBI	Reserve Bank of India.
Record Date	means the date being 7 (seven) calendar days prior to each Due Date.
REF / Recovery Expense Fund	means the recovery expense fund established/to be established and maintained by the Issuer in accordance with the provisions of Chapter IV ( <i>Recovery Expenses Fund</i> ) of the SEBI Debenture Trustees Master Circular.
Redemption Dates	means the date(s) as specified in Annexure VI ( <i>Illustration of Bond Cash Flows</i> ) of this Key Information Document on which payment of the Outstanding Principal Amounts shall be made in respect of the Debentures.
Register of Beneficial Owners	means the register of beneficial owners of the Debentures maintained in the records of the Depositories.
Register of Debenture Holders	means the register of debenture holders maintained by the Issuer in accordance with Section 88 of the Companies Act.
Registrar/R&T Agent	means the registrar and transfer agent appointed for the issue of Debentures, being Link Intime India Private Limited.
Related Party	has the meaning given to it in the Companies Act
ROC	means the jurisdictional registrar of companies.
Rs. / INR	Indian Rupees.
RTGS	Real Time Gross Settlement.
Sanctions	means the economic sanctions laws, regulations, embargoes or restrictive measures administered, enacted or enforced by any Sanctioning Authority.
Sanctioning Authority	means any of the United Nations Security Council, the European

TERM	DEFINITION/PARTICULARS
	Union (or member state thereof), the United Kingdom (including Her Majesty's Treasury) and the United States (including OFAC), and such other sanctioning authorities as may be communicated to the Issuer from time to time.
SEBI	Securities and Exchange Board of India constituted under the Securities and Exchange Board of India Act, 1992 (as amended from time to time).
SEBI Centralized Database Requirements	means the requirements prescribed in Chapter IV ( <i>Centralized Database for corporate bonds/ debentures</i> ) of the Listed NCDs Master Circular read together with Chapter XII (Centralised Database - Responsibilities of Debenture Trustee) of the SEBI Debenture Trustees Master Circular.
SEBI Debenture Trustees Master Circular	means the master circular issued by SEBI bearing reference number SEBI/HO/DDHS-PoD1/P/CIR/2023/109 dated March 31, 2023 on " <i>Master Circular for Debenture Trustees</i> " (updated as on July 6, 2023) to the extent applicable in respect of the private placement of debt securities, as amended, modified, supplemented or restated from time to time.
SEBI Listed Debentures Circulars	means, collectively, the Listed NCDs Master Circular, the SEBI Debenture Trustees Master Circular, and (to the extent applicable) the SEBI LODR Regulations.
SEBI Listing Timelines Requirements	means the requirements in respect of the timelines for listing of debt securities issued on a private placement basis prescribed in Chapter VII ( <i>Standardization of timelines for listing of securities issued on a private placement basis</i> ) of the Listed NCDs Master Circular, read with, to the extent applicable, the SEBI EBP Requirements.
Secured Obligations	means all present and future obligations (whether actual or contingent and whether owed jointly or severally or in any capacity whatsoever) of the Issuer to the Debenture Holders or the Debenture Trustee under the Transaction Documents, including without limitation, the making of payment of any interest, redemption of principal amounts, the default interest, additional interest, liquidated damages and all costs, charges, expenses and other amounts payable by the Issuer in respect of the Debentures.
Security Cover	has the meaning given to it in Section 3.10 ( <i>Summary Terms</i> ) of this Key Information Document.
Special Majority Debenture Holders	means such number of Debenture Holders collectively holding more than 75% (seventy five percent) of the value of the Outstanding Principal Amounts of the Debentures.
Special Resolution	means resolution approved by the Special Majority Debenture Holders who are present and voting or if a poll is demanded, by the Special Majority Debenture Holders who are present and voting in such poll.
Step Up	means the payment of interest in respect of the Debentures at the Step Up Rate in accordance with Section 3.10 ( <i>Summary Terms</i> ) of this Key Information Document.
Step Up Rate	has the meaning given to it in Section 310 ( <i>Summary Terms</i> ) of this Key Information Document.
Stressed Assets Framework	means the RBI's circular no. DBR.No.BP.BC.45/21.04.048/2018-19 dated June 7, 2019 on " <i>Prudential Framework for Resolution of Stressed Assets</i> ", as amended, modified or restated from time to time.
Tangible Net Worth	means, with respect to any person, the amount paid up on such

TERM	DEFINITION/PARTICULARS
	person's issued equity share capital, compulsorily convertible instruments and any amount standing to the credit of its reserves, less equity or equity-like investments, goodwill, deferred tax assets and other intangible assets.
Tax	means any present or future tax, levy, duty, charge, fees, deductions, withholdings, surcharges, cess, turnover tax, transaction tax, stamp tax or other charge of a similar nature (including any penalty or interest payable on account of any failure to pay or delay in paying the same), now or hereafter, imposed pursuant to any Applicable Law or by any Governmental Authority and as maybe applicable in relation to the payment obligations of the Issuer under the DTD.
Tax Deduction	means a deduction or withholding for or on account of Tax from a payment under a Transaction Document pursuant to Applicable Law.
TDS	Tax Deducted at Source.
Tier 1 Capital	has the meaning given to it in the NBFC Directions.
Tier 2 Capital	has the meaning given to it in the NBFC Directions.
Total Assets	means, for any date of determination, the total Assets of the Issuer on such date, including owned, securitised and managed (non-owned) portfolio of the Issuer.
Total Debt	means, for any date of determination, the total Debt of the Issuer on such date
Transaction Documents	<p>means:</p> <ul style="list-style-type: none"> <li>(a) the DTD;</li> <li>(b) the Debenture Trustee Agreement;</li> <li>(c) the Deed of Hypothecation;</li> <li>(d) the Debt Disclosure Documents;</li> <li>(e) the letters issued by, and each memorandum of understanding/agreement entered into with, the Rating Agency, the Debenture Trustee and/or the Registrar;</li> <li>(f) each tripartite agreement between the Issuer, the Registrar and the relevant Depository; and</li> <li>(g) any other document that may be designated as a Transaction Document by the Debenture Trustee,</li> </ul> <p>and "Transaction Document" means any of them.</p>
Transaction Security	has the meaning given to it in Section 3.10 ( <i>Summary Terms</i> ) of this Key Information Document.
Workers' Rights Requirements	has the meaning given to it in the DTD.
Write-offs	mean bad debts removed from balance sheet and deemed as non-collectible and includes loss on sale of book to asset reconstruction company.



## SECTION 2: FINANCIAL STATEMENTS

The audited financial statements of the Issuer for the year ended March 31, 2023, March 31, 2022 and March 31, 2021 along with the limited review financial statements as on June 30, 2023 are set out in Annexure V (*Audited Financial Statements*) of the General Information Document.

The limited review financial statements as on December 31, 2023 are set out in Annexure V (*Latest Audited Financial Statement*) of this Key Information Document.

The financial statements for the financial year ended March 31, 2024 are in the process of being prepared and will be disclosed to the BSE in accordance with the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 and any other directions of SEBI. As the current financial year has just commenced, the required details for the current financial year will be disclosed to the BSE in accordance with the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 and any other directions of SEBI.

### SECTION 3: REGULATORY DISCLOSURES

Please refer to Section 5 (*Regulatory Disclosures*) of the General Information Document for the disclosures required as per Regulation 44 and Schedule I of the SEBI Debt Listing Regulations.

- 3.1** While certain disclosures as per Schedule I of the SEBI Debt Listing Regulations are required to be provided as of the latest quarter end, some of these disclosures are set out in the General Information Document as of September 30, 2023. In view of this, the Issuer is hereby disclosing all the relevant information (including the information set out in (a) to (e) below) up to March 31, 2024 below as follows:

The abovementioned disclosures include:

- (a) Details of Share Capital as at last quarter end (i.e., March 31, 2024):

Share Capital	Amount (INR)
<b>Authorised Share Capital</b>	
32500000 equity shares @ Rs.100 each	325,00,00,000
<b>TOTAL</b>	<b>325,00,00,000</b>
<b>Issued, Subscribed and Fully Paid- up Share Capital</b>	
25032539 equity shares @ Rs.100 each	250,32,53,900
<b>TOTAL</b>	<b>250,32,53,900</b>

- (b) Changes in its capital structure as at last quarter end (i.e., March 31, 2024) for the preceding three financial years and current financial year):

Date of Change (AGM/EGM)	Authorised Capital (INR)	Particulars
Not Applicable		

- (c) Details of the shareholding of the Company as at the latest quarter end (i.e., March 31, 2024), as per the format specified under the listing regulations:

Sr No	Name of Equity Shareholder	Total No of Equity Shares	No. of shares in demat form	Total Shareholding as a % of total no of equity shares
1	MATHEW MUTHOOTTU	1,48,59,912	14779912	59.36
2	MUTHOOTTU MINI HOTELS PRIVATE LIMITED	33,54,446	2551298	13.40
3	MINI MUTHOOTTU CREDIT INDIA	25,51,298	1419841	10.19

	PRIVATE LIMITED			
4	ROY M. MATHEW	14,19,841	999995	5.67
5	RMM PROPERTIES INDIA PRIVATE LIMITED	12,17,835	629207	4.87
6	NIZZY MATHEW	9,99,995	3354446	4.00
7	MUTHOOTTU MINI THEATRES PRIVATE LIMITED	6,29,207	---	2.51
8	THOMAS KUTTY	1	1	0
9	SAMUEL KUTTY KV	1	1	0
10	RAJU THOMAS	1	1	0
11	IVAN MATHEW	1	1	0
12	CK VARGHESE	1	1	0

- (d) List of top ten holders of equity shares of the Company as at the latest quarter end (i.e., March 31, 2024):

Sr No	Name of Equity Shareholder	Total No of Equity Shares	No. of shares in demat form	Total Shareholding as a % of total no of equity shares
1	MATHEW MUTHOOTTU	1,48,59,912	14779912	59.36
2	MUTHOOTTU MINI HOTELS PRIVATE LIMITED	33,54,446	2551298	13.40
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6	NIZZY MATHEW	9,99,995	3354446	4.00

7	MUTHOOTTU MINI THEATRES PRIVATE LIMITED	6,29,207	---	2.51
8	THOMAS KUTTY	1	1	0
9	SAMUEL KUTTY KV	1	1	0
10	RAJU THOMAS	1	1	0
11	IVAN MATHEW	1	1	0
12	CK VARGHESE	1	1	0

(e) Details of the following liabilities of the Issuer, as at the end of the preceding quarter (i.e., March 31, 2024), or if available, a later date):

(i) details of outstanding secured bank loan facilities (as on March 31,2024);

Sr. No.	Name of Bank/ FI	Type of facility	Date of Sanction	Amount Sanctioned	Principal Amount Outstanding as on April 1, 2024	Repayment Date /Schedule	Security			Prepayment Clause in loan agreement	Credit Rating, if applicable	Asset Classification
							Pri mary	Collat eral	Guarant ee			
1	Bandhan bank	[ ]	09-03-2023	7500	5000.00	15-06-2025	1.15x	10%	PG of Mr. Mathew Muthoottu and Mrs. Nizy Mathew	Yes	A-; Stable	Standard
2	Bandhan bank	[ ]	09-03-2023	500	495.22	On Demand			Yes	A-; Stable	Standard	
3	Bandhan bank	[ ]	27-12-2023	10000	10000.00	26-03-2026		7.50%	Yes	A-; Stable	Standard	
4	Bank of Baroda	[ ]	03-11-2021	3500	800.00	20-11-2024	25%	25%	PG of Mr. Mathew Muthoottu and Mrs. Nizy Mathew	Yes	A-; Stable	Standard
5	Bank of Baroda	[ ]	10-02-2023	7500	4250.00	31-08-2025			Yes	A-; Stable	Standard	
6	Bank of Maharashtra	[ ]	30-06-2022	10000	6051.47	29-06-2025	10%	25%	PG of Mr. Mathew Muthoottu	Yes	A-; Stable	Standard

Sr. No.	Name of Bank/ FI	Type of facility	Date of Sanction	Amount Sanctioned	Principal Amount Outstanding as on April 1, 2024	Repayment Date /Schedule	Security			Prepayment Clause in loan agreement	Credit Rating, if applicable	Asset Classification
							Primary	Collateral	Guarantee			
7	Bank of Maharashtra	[ ]	10-08-2023	10000	8739.43	09-05-2026		20%	u and Mrs. Nizzy Mathew	Yes	A-; Stable	Standard
8	Bajaj Finance Ltd	[ ]	26-12-2023	3000	2750.00	05-01-2025	1.25x	Nil	PG of Mr. Mathew Muthoottu and Mrs. Nizzy Mathew	Yes	A-; Stable	Standard
9	Canara Bank	[ ]	14-02-2022	5000	1666.00	21-03-2025	1.25x		PG of Mr. Mathew Muthoottu and Mrs. Nizzy Mathew	Yes	A-; Stable	Standard
10	Canara Bank	[ ]	17-12-2022	6500	3787.00	21-12-2025				Yes	A-; Stable	Standard
11	Canara Bank	[ ]	14-07-2022	4000	1889.89	05-08-2025				Yes	A-; Stable	Standard
12	Canara Bank	[ ]	20-10-2023	5000	4305.00	20-10-2026				Yes	A-; Stable	Standard
13	Catholic Syrian Bank	[ ]	22-01-2021	3000	1234.28	21-01-2026	25%	25%	PG of Mr. Mathew Muthoottu and Mrs. Nizzy Mathew and Corporate Guarantee of M/s Muthoottu Mini Hotels Pvt Ltd	Yes	A-; Stable	Standard
14	Catholic Syrian Bank	[ ]	22-01-2021	2500	2500.00	On Demand				Yes	A-; Stable	Standard
15	Catholic Syrian Bank	[ ]	20-03-2023	2500	2500.00	On Demand				20%	Yes	A-; Stable

Sr. No.	Name of Bank/ FI	Type of facility	Date of Sanction	Amount Sanctioned	Principal Amount Outstanding as on April 1, 2024	Repayment Date /Schedule	Security			Prepayment Clause in loan agreement	Credit Rating, if applicable	Asset Classification
							Primary	Collateral	Guarantee			
16	City Union Bank	[ ]	30-06-2023	1000	995.35	On Demand	25%	Nil	nil	Yes	A-; Stable	Standard
17	DCB	[ ]	20-10-2023	1000	992.06	On Demand	25%	10%	nil	Yes	A-; Stable	Standard
18	DCB	[ ]	20-10-2023	1500	1487.72	On Demand				Yes	A-; Stable	Standard
19	Dhanlaxmi Bank	[ ]	20-21	4900	4822.56	On Demand	25%	Property and Fixed Deposit of 551 lakhs	PG of Mr. Mathew Muthoottu and Mrs. Nizzy Mathew and Corporation Guarantee of M/s Muthoottu Mini Hotels Pvt Ltd & Muthottu Mini Theatres P Ltd	Yes	A-; Stable	Standard
20	Equitas Small Finance Bank	[ ]	18-05-2023	1500	600.00	31-08-2024	10%	10%	PG of Mr. Mathew Muthoottu and Mrs. Nizzy Mathew	Yes	A-; Stable	Standard

Sr. No.	Name of Bank/ FI	Type of facility	Date of Sanction	Amount Sanctioned	Principal Amount Outstanding as on April 1, 2024	Repayment Date /Schedule	Security			Prepayment Clause in loan agreement	Credit Rating, if applicable	Asset Classification
							Primary	Collateral	Guarantee			
21	HDFC	[ ]	05-09-2023	15000	15117.52	On Demand	15%	25%	PG of Mr. Mathew Muthoottu and Mrs. Nizzy Mathew	Yes	A-; Stable	Standard
22	HDFC	[ ]	05-09-2023	5000	3410.23	04-02-2025				Yes	A-; Stable	Standard
23	Indian Bank	[ ]	30-03-2023	5000	1836.53	29-03-2025	20%	25%	PG of Mr. Mathew Muthoottu and Mrs. Nizzy Mathew	Yes	A-; Stable	Standard
24	Indian Bank	[ ]	30-03-2023	1000	1008.54	On Demand				Yes	A-; Stable	Standard
25	Indian Bank	[ ]	13-12-2023	5000	4625.74	12-12-2024				Yes	A-; Stable	Standard
26	IDBI	[ ]	28-03-2023	4000	3954.13	On Demand	25%	25%	PG of Mr. Mathew Muthoottu and Mrs. Nizzy Mathew	Yes	A-; Stable	Standard
27	IDFC First Bank	[ ]	11-07-2022	500	504.48	On Demand	1.20x	25%	PG of Mr. Mathew Muthoottu and Mrs. Nizzy Mathew	Yes	A-; Stable	Standard
28	IDFC First Bank	[ ]	11-07-2022	5500	1145.83	10-07-2024				Yes	A-; Stable	Standard
29	IDFC First Bank	[ ]	21-04-2023	12500	8680.56	20-04-2026	1.15x	15%		Yes	A-; Stable	Standard
30	Indusind Bank	[ ]	30-08-2023	10000	9758.00	On Demand	25%	Property & cash collateral by way	Personal PG of Mr. Mathew Muthoottu and Mrs.	Yes	A-; Stable	Standard
31	Indusind Bank	[ ]	30-08-2023	10000	10000.00	On Demand				Yes	A-; Stable	Standard

Sr. No.	Name of Bank/ FI	Type of facility	Date of Sanction	Amount Sanctioned	Principal Amount Outstanding as on April 1, 2024	Repayment Date /Schedule	Security			Prepayment Clause in loan agreement	Credit Rating, if applicable	Asset Classification
							Primary	Collateral	Guarantee			
								of FDR of 25% of limit above 100 crores	Nizzy Mathew			
32	Indian Overseas Bank		05-04-2023	5000	4445.00	31-03-2028	25%	25%	PG of Mr. Mathew Muthoottu and Mrs. Nizzy Mathew	Yes	A-; Stable	Standard
33	Karnataka Bank		03-09-2022	5000	2565.29	21-01-2025	1.10x	Nil	PG of Mr. Mathew Muthoottu and Mrs. Nizzy Mathew	Yes	A-; Stable	Standard
34	KVB		21-12-2022	2500	1590.91	14-02-2027	25%	Property & Lien on Fixed Deposits to the tune of ₹ 468 lakhs	PG of Mr. Mathew Muthoottu and Mrs. Nizzy Mathew.	Yes	A-; Stable	Standard
35	KVB		21-12-2022	2500	1535.09	31-12-2025			Guarantee of M/s	Yes	A-; Stable	Standard
36	KVB		23-02-2024	2500	2424.92	On Demand			Muthoottu Mini	Yes	A-; Stable	Standard
37	KVB		23-02-2024	4000	4000.00	05-04-2027	25	25%		Yes	A-; Stable	Standard



Sr. No.	Name of Bank/ FI	Type of facility	Date of Sanction	Amount Sanctioned	Principal Amount Outstanding as on April 1, 2024	Repayment Date /Schedule	Security			Prepayment Clause in loan agreement	Credit Rating, if applicable	Asset Classification
							Primary	Collateral	Guarantee			
									Hotels Pvt Ltd.			
38	Punjab National Bank	[ ]	20-02-2024	5000	4557.85	On Demand	25%	Property & KeralaFD of ₹ 258 lakhs.	Personal guarantee of Mathew Muthoottu and Nizzy Mathew	Yes	A-; Stable	Standard
39	Punjab and Sind Bank	[ ]	22-03-2022	2500	914.37	31-03-2025	20%	25%	Personal guarantee of Mathew Muthoottu and Nizzy Mathew	Yes	A-; Stable	Standard
40	State Bank Of India	[ ]	27-01-2023	4000	3993.87	On Demand	25%	Property	Personal guarantee of Mathew Muthoottu, and Nizzy Mathew and Corporate guarantee of Muthoottu Mini theatres Pvt Ltd.	Yes	A-; Stable	Standard
41	South Indian Bank	[ ]	21-06-2022	10000	9352.66	On Demand	25%	25%	Personal guarantee of Mathew Muthoottu and	Yes	A-; Stable	Standard

Sr. No.	Name of Bank/ FI	Type of facility	Date of Sanction	Amount Sanctioned	Principal Amount Outstanding as on April 1, 2024	Repayment Date /Schedule	Security			Prepayment Clause in loan agreement	Credit Rating, if applicable	Asset Classification
							Primary	Collateral	Guarantee			
									Nizzy Mathew			
42	Union Bank Of India		22-06-2023	10000	9865.15	On Demand	25%	Property Kerala.& Deposit	Personal guarantee of Mathew Muthoottu, and Nizzy Mathew and Corporate guarantee of Muthoottu Mini Hotels Pvt Ltd.	Yes	A-; Stable	Standard
43	UCO Bank		14-07-2022	5000	3508.74	31-07-2027	25%	25%	Personal guarantee of Mathew Muthoottu and Nizzy Mathew.	Yes	A-; Stable	Standard
44	UCO Bank		19-09-2023	2000	1734.80	On Demand				Yes	A-; Stable	Standard
45	UCO Bank		19-09-2023	5000	4166.62	18-09-2026				Yes	A-; Stable	Standard
46	Utkarsh Small Finance Bank		29-06-2022	1500	187.50	25-06-2024	1.10x	25%	Personal Guarantee of Promoters Mr Mathew Muthoottu and MRs. Nizzy Mathew	Yes	A-; Stable	Standard

Sr. No.	Name of Bank/ FI	Type of facility	Date of Sanction	Amount Sanctioned	Principal Amount Outstanding as on April 1, 2024	Repayment Date /Schedule	Security			Prepayment Clause in loan agreement	Credit Rating, if applicable	Asset Classification
							Primary	Collateral	Guarantee			
47	Yes Bank	[ ]	29-12-2022	5000	5000.00	On Demand	1.10x	17%	Personal Guarantee of Promoters Mr Mathew Muthoottu and MRs. Nizzy Mathew	Yes	A-; Stable	Standard
48	Tata Capital	[ ]	22-12-2022	2000	952.38	05-01-2025	1.25x	nil	Personal guarantee of Mrs.Nizzy Mathew and Mr. Mathew Muthoottu	Yes	A-; Stable	Standard
49	Hinduja Leyland Finance	[ ]	15-02-2023	1500	726.80	20-02-2025	1.10x	nil	Personal guarantee of Mrs.Nizzy Mathew and Mr. Mathew Muthoottu	Yes	A-; Stable	Standard
50	Union Bank of India	[ ]	22-06-2023	2500	1874.93	21-06-2026	10%	10%	Personal guarantee of Mathew Muthoottu, and Nizzy Mathew	Yes	A-; Stable	Standard

Sr. No.	Name of Bank/ FI	Type of facility	Date of Sanction	Amount Sanctioned	Principal Amount Outstanding as on April 1, 2024	Repayment Date /Schedule	Security			Prepayment Clause in loan agreement	Credit Rating, if applicable	Asset Classification
							Primary	Collateral	Guarantee			
51	Union Bank of India	[ ]	16-01-2024	2500	2430.52	15.12.2027	10%	10%	Personal guarantee of Mathew Muthoottu, and Nizzy Mathew	Yes	A-; Stable	Standard
52	Bajaj Finance Ltd	[ ]	26-12-2023	1000	916.66	05.01.2025	1.25x	nil	Personal guarantee of Mathew Muthoottu, and Nizzy Mathew	Yes	A-; Stable	Standard
53	State Bank Of India	[ ]	28.01.19	80	26.66	27-01-2026	Hypothecation of vehicle purchased	nil	Personal guarantee of Mathew Muthoottu, and Nizzy Mathew	Yes	A-; Stable	Standard
54	Bank of Maharashtra	[ ]	17.05.2022	100	80.22	16-04-2029	Hypothecation of vehicle purchased	nil	Personal guarantee of Mathew Muthoottu, and Nizzy Mathew	Yes	A-; Stable	Standard
55	HDFC	[ ]	07-03-2023	71	62.51	07-02-2030	Hypothecation of vehicle purchased	nil	Personal guarantee of Mathew Muthoottu, and	Yes	A-; Stable	Standard

Sr. No.	Name of Bank/ FI	Type of facility	Date of Sanction	Amount Sanctioned	Principal Amount Outstanding as on April 1, 2024	Repayment Date /Schedule	Security			Prepayment Clause in loan agreement	Credit Rating, if applicable	Asset Classification
							Primary	Collateral	Guarantee			
							hased		Nizzy Mathew			
56	HDFC	[ ]	03.01.2024	65	63.85	03.12.2030	Hypothecation of vehicle purchased	nil	Personal guarantee of Mathew Muthoottu, and Nizzy Mathew	Yes	A-; Stable	Standard
57	Bank of Baroda	[ ]		400	4.19	NA		NA	NA	NA	NA	NA
				245616	191889.03							

Secured NCD Borrowings

Lender	Nature of Borrowing	Outstanding as on 31 <sup>st</sup> March 2024	Rating	Maturity tenor	Security	Nature of asset
Vistra ITCL India Limited	NCD - 7	39.12	IND A- /Stable	24-04-2024	First ranking pari-passu charges with existing secured creditors, on current assets including book debts, loans and advances, cash and bank balances (not including reserves created in accordance with law) and receivables both present and future of the Company	Standard
Vistra ITCL India Limited	NCD – 8	38.79	CARE A- /Stable	12-09-2024		
Vistra ITCL India Limited	NCD – 9	101.79	CARE A- /Stable	17-04-2024 to 17-03-2027		
Vistra ITCL India Limited	NCD – 10	85.26	CARE A- /Stable	31-08-2024 to 31-07-2027		
Vistra ITCL India Limited	NCD -11	54.83	IND A- /Stable	29-11-2024 to 29-10-2027		
Vistra ITCL India Limited	NCD – 12	62.48	IND A- /Stable	23-01-2025 to 23-12-2027		
Vistra ITCL India Limited	NCD - 13	69.09	IND A- /Stable	14-08-2024 to 14-08-2026		
Vistra ITCL India Limited	NCD - 14	37.96	IND A- /Stable	02-11-2024 to 02-07-2025		
Mitcon Credentia Trusteeship Services Limited	NCD – 15	77.61	CARE A- /Stable	15-03-2025 to 15-11-2025		
Mitcon Credentia Trusteeship Services Limited	NCD – 16	105.51	CARE A- /Stable	02-01-2025 to 02-07-2027		
Mitcon Credentia Trusteeship Services Limited	NCD - 17	221.84	CARE A- /Stable	22-05-2024 to 22-11-2027		
Mitcon Credentia Trusteeship Services Limited	NCD PP Tranche 1 (Nov 2023)	49	CARE A- /Stable	10-11-2025		

Mitcon Credentia Trusteeship Services Limited	NCD PP Tranche II (Jan 2024)	50	CARE A- /Stable	31-12-2025		
Mitcon Credentia Trusteeship Services Limited	NCD PP Tranche III (Feb 2024)	50	CARE A- /Stable	27-02-2026		

(ii) details of outstanding unsecured loan facilities (as on March 31, 2024):

Name of Lender	Type of Facility	Amount Sanctioned (INR in Crore)	Principal Amount Outstanding (INR in Crore)	Repayment Date/ Schedule	Credit Rating, if applicable
General Public (by private placement)	Subordinate debt	284.77	284.77	April 2020 to Dec 2029	NA
Mr.Harikumar & Mr.Varghese Mathew (Debenture Trustees)	Private NCD (Unsecured) Unisted	2.00	2.00	June 2024	NA
Vistra ITCL India Limited & Mitcon Credentia Trusteeship Services Limited (Debenture Trustees)	Public NCD (Unsecured) Listed	136.61	136.61	From March 2026 to September 2028	NA
<b>TOTAL</b>		<b>423.38</b>	<b>423.38</b>		

(iii) Details of Outstanding Non-Convertible Securities (as on March 31, 2024):

Series of Non-Convertible Securities	ISIN	Tenor / Period of Maturity	Coupon	Amount outstanding (INR in lakhs)	Date of Allotment	Redemption Date / Schedule	Credit Rating	Secured / Unsecured	Security
1	INE101Q07391	60 Months	10	17.97	24-04-2019	24-04-2024	IND A- /Stable	Secured	First ranking pari-passu charges with

Series of Non-Convertible Securities	ISIN	Tenor / Period of Maturity	Coupon	Amount outstanding (INR in lakhs)	Date of Allotment	Redemption Date / Schedule	Credit Rating	Secured / Unsecured	Security
									existing secured creditors, on current assets including book debts, loans and advances, cash and bank balances (not including reserves created in accordance with law) and receivables both present and future of the Company
2	INE101Q07409	60Months	CUM (10.47 yield)	21.15	24-04-2019	24-04-2024	IND A-/Stable	Secured	First ranking pari-passu charges with existing secured creditors, on current assets including book debts, loans



Series of Non-Convertible Securities	ISIN	Tenor / Period of Maturity	Coupon	Amount outstanding (INR in lakhs)	Date of Allotment	Redemption Date / Schedule	Credit Rating	Secured / Unsecured	Security
									and advances, cash and bank balances (not including reserves created in accordance with law) and receivables both present and future of the Company
3	INE101Q07524	60 Months	10.35	13.44	12-09-2019	12-09-2024	CARE A-; Stable	secured	First ranking pari-passu charges with existing secured creditors, on current assets including book debts, loans and advances, cash and bank balances (not including reserves created

Series of Non-Convertible Securities	ISIN	Tenor / Period of Maturity	Coupon	Amount outstanding (INR in lakhs)	Date of Allotment	Redemption Date / Schedule	Credit Rating	Secured / Unsecured	Security
									in accordance with law) and receivables both present and future of the Company
4	INE101Q07532	60 Months	10.65	2.67	12-09-2019	12-09-2024	CARE A+ ; Stable	secured	First ranking pari-passu charges with existing secured creditors, on current assets including book debts, loans and advances, cash and bank balances (not including reserves created in accordance with law) and receivables both present and future of the

Series of Non-Convertible Securities	ISIN	Tenor / Period of Maturity	Coupon	Amount outstanding (INR in lakhs)	Date of Allotment	Redemption Date / Schedule	Credit Rating	Secured / Unsecured	Security
									Company
5	INE101Q07540	60 Months	CUM (10.35 yield)	22.67	12-09-2019	12-09-2024	CAR E A- ; Stable	secured	First ranking pari-passu charges with existing secured creditors, on current assets including book debts, loans and advances, cash and bank balances (not including reserves created in accordance with law) and receivables both present and future of the Company
6	INE101Q07581	50 Months	CUM (10.22 yield)	30.95	18-02-2020	17-04-2024	CAR E A- ; Stable	secured	First ranking pari-passu charges with existing secured

Series of Non-Convertible Securities	ISIN	Tenor / Period of Maturity	Coupon	Amount outstanding (INR in lakhs)	Date of Allotment	Redemption Date / Schedule	Credit Rating	Secured / Unsecured	Security
									creditors, on current assets including book debts, loans and advances, cash and bank balances (not including reserves created in accordance with law) and receivables both present and future of the Company
7	INE101Q07599	60 Months	10.5	27.27	18-02-2020	17-02-2025	CARE A-; Stable	secured	First ranking pari-passu charges with existing secured creditors, on current assets including book debts, loans and advances

Series of Non-Convertible Securities	ISIN	Tenor / Period of Maturity	Coupon	Amount outstanding (INR in lakhs)	Date of Allotment	Redemption Date / Schedule	Credit Rating	Secured / Unsecured	Security
									, cash and bank balances (not including reserves created in accordance with law) and receivables both present and future of the Company
8	INE101Q07607	70 Months	CUM(10.07 yield)	1.65	18-02-2020	17-12-2025	CARE A+; Stable	secured	First ranking pari-passu charges with existing secured creditors, on current assets including book debts, loans and advances, cash and bank balances (not including reserves created in accordance

Series of Non-Convertible Securities	ISIN	Tenor / Period of Maturity	Coupon	Amount outstanding (INR in lakhs)	Date of Allotment	Redemption Date / Schedule	Credit Rating	Secured / Unsecured	Security
									ce with law) and receivables both present and future of the Company
9	INE101Q07615	85 Months	CUM(10.28 Yield)	41.93	18-02-2020	17-03-2027	CARE A+; Stable	secured	First ranking pari-passu charges with existing secured creditors, on current assets including book debts, loans and advances, cash and bank balances (not including reserves created in accordance with law) and receivables both present and future of the Company

Series of Non-Convertible Securities	ISIN	Tenor / Period of Maturity	Coupon	Amount outstanding (INR in lakhs)	Date of Allotment	Redemption Date / Schedule	Credit Rating	Secured / Unsecured	Security
10	INE101Q07698	50 Months	CUM (10.22 yield)	16.86	02-07-2020	31-08-2024	CAR E A- ; Stable	secured	First ranking pari-passu charges with existing secured creditors, on current assets including book debts, loans and advances, cash and bank balances (not including reserves created in accordance with law) and receivables both present and future of the Company
11	INE101Q07706	60 Months	10.5	36.84	02-07-2020	01-07-2025	CAR E A- ; Stable	secured	First ranking pari-passu charges with existing secured creditors, on

Series of Non-Convertible Securities	ISIN	Tenor / Period of Maturity	Coupon	Amount outstanding (INR in lakhs)	Date of Allotment	Redemption Date / Schedule	Credit Rating	Secured / Unsecured	Security
									current assets including book debts, loans and advances, cash and bank balances (not including reserves created in accordance with law) and receivables both present and future of the Company
12	INE101Q07714	85 Months	CUM(10.28 Yield)	31.56	02-07-2020	31-07-2027	CARE A- ; Stable	secured	First ranking pari-passu charges with existing secured creditors, on current assets including book debts, loans and advances, cash and bank



Series of Non-Convertible Securities	ISIN	Tenor / Period of Maturity	Coupon	Amount outstanding (INR in lakhs)	Date of Allotment	Redemption Date / Schedule	Credit Rating	Secured / Unsecured	Security
									balances (not including reserves created in accordance with law) and receivables both present and future of the Company
13	INE101Q07763	50 Months	CUM (10.22 Yield)	7.53	30-09-2020	29-11-2024	IND A-/Stable	secured	First ranking pari-passu charges with existing secured creditors, on current assets including book debts, loans and advances, cash and bank balances (not including reserves created in accordance with law) and

Series of Non-Convertible Securities	ISIN	Tenor / Period of Maturity	Coupon	Amount outstanding (INR in lakhs)	Date of Allotment	Redemption Date / Schedule	Credit Rating	Secured / Unsecured	Security
									receivables both present and future of the Company
14	INE101Q07771	60 Months	10.5	31.22	30-09-2020	29-09-2025	IND A-/Stable	secured	First ranking pari-passu charges with existing secured creditors, on current assets including book debts, loans and advances, cash and bank balances (not including reserves created in accordance with law) and receivables both present and future of the Company

Series of Non-Convertible Securities	ISIN	Tenor / Period of Maturity	Coupon	Amount outstanding (INR in lakhs)	Date of Allotment	Redemption Date / Schedule	Credit Rating	Secured / Unsecured	Security
15	INE101Q07789	85 Months	CUM(10.28 Yield)	16.08	30-09-2020	29-10-2027	IND A-/Stable	secured	First ranking pari-passu charges with existing secured creditors, on current assets including book debts, loans and advances, cash and bank balances (not including reserves created in accordance with law) and receivables both present and future of the Company
16	INE101Q07AN4	2 years	Monthly 10%	4,900	10-11-2023	10-11-2025	CARE A-/Stable	Secured	First ranking pari-passu charges with existing secured creditors, on

Series of Non-Convertible Securities	ISIN	Tenor / Period of Maturity	Coupon	Amount outstanding (INR in lakhs)	Date of Allotment	Redemption Date / Schedule	Credit Rating	Secured / Unsecured	Security
									current assets including book debts, loans and advances, cash and bank balances (not including reserves created in accordance with law) and receivables both present and future of the Company
17	INE101Q07839	50 Months	CUM (10.22 yield)	8.65	24-11-2020	23-01-2025	IND A-/Stable	secured	First ranking pari-passu charges with existing secured creditors, on current assets including book debts, loans and advances, cash and bank

Series of Non-Convertible Securities	ISIN	Tenor / Period of Maturity	Coupon	Amount outstanding (INR in lakhs)	Date of Allotment	Redemption Date / Schedule	Credit Rating	Secured / Unsecured	Security
									balances (not including reserves created in accordance with law) and receivables both present and future of the Company
18	INE101Q07847	60 Months	10.5	36.24	24-11-2020	21-11-2025	IND A-/Stable	secured	First ranking pari-passu charges with existing secured creditors, on current assets including book debts, loans and advances, cash and bank balances (not including reserves created in accordance with law) and

Series of Non-Convertible Securities	ISIN	Tenor / Period of Maturity	Coupon	Amount outstanding (INR in lakhs)	Date of Allotment	Redemption Date / Schedule	Credit Rating	Secured / Unsecured	Security
									receivables both present and future of the Company
19	INE101Q07854	85 Months	CUM(10.28 yield)	17.59	24-11-2020	23-12-2027	IND A-/Stable	secured	First ranking pari-passu charges with existing secured creditors, on current assets including book debts, loans and advances, cash and bank balances (not including reserves created in accordance with law) and receivables both present and future of the Company

Series of Non-Convertible Securities	ISIN	Tenor / Period of Maturity	Coupon	Amount outstanding (INR in lakhs)	Date of Allotment	Redemption Date / Schedule	Credit Rating	Secured / Unsecured	Security
20	INE101Q07896	42 Months	10	47.27	15-02-2021	14-08-2024	IND A-/Stable	secured	First ranking pari-passu charges with existing secured creditors, on current assets including book debts, loans and advances, cash and bank balances (not including reserves created in accordance with law) and receivables both present and future of the Company
21	INE101Q07904	66 Months	CUM (10.71 yield)	21.82	15-02-2021	14-08-2026	IND A-/Stable	secured	First ranking pari-passu charges with existing secured creditors, on

Series of Non-Convertible Securities	ISIN	Tenor / Period of Maturity	Coupon	Amount outstanding (INR in lakhs)	Date of Allotment	Redemption Date / Schedule	Credit Rating	Secured / Unsecured	Security
									current assets including book debts, loans and advances, cash and bank balances (not including reserves created in accordance with law) and receivables both present and future of the Company
22	INE101Q08118	61 Months	10.25	27.71	15-02-2021	13-03-2026	IND A-/Stable	Unsecured	Unsecured
23	INE101Q08126	85 Months	CUM (10.41 yield)	21.36	15-02-2021	14-02-2028	IND A-/Stable	Unsecured	Unsecured
24	INE101Q07946	42 Months	9.75	25.15	03-05-2021	02-11-2024	IND A-/Stable	secured	First ranking pari-passu charges with existing secured creditors, on current assets



Series of Non-Convertible Securities	ISIN	Tenor / Period of Maturity	Coupon	Amount outstanding (INR in lakhs)	Date of Allotment	Redemption Date / Schedule	Credit Rating	Secured / Unsecured	Security
									including book debts, loans and advances, cash and bank balances (not including reserves created in accordance with law) and receivables both present and future of the Company
25	INE101Q07953	50 Months	CUM (10.22 yiled)	12.81	03-05-2021	02-07-2025	IND A-/Stable	secured	First ranking pari-passu charges with existing secured creditors, on current assets including book debts, loans and advances, cash and bank balances (not

Series of Non-Convertible Securities	ISIN	Tenor / Period of Maturity	Coupon	Amount outstanding (INR in lakhs)	Date of Allotment	Redemption Date / Schedule	Credit Rating	Secured / Unsecured	Security
									including reserves created in accordance with law) and receivables both present and future of the Company
26	INE101Q08134	61 Months	10.25	24.05	03-05-2021	02-06-2026	IND A-/Stable	Unsecured	Unsecured
27	INE101Q08142	84 Months	CUM(10.41 yield)	13.49	03-05-2021	02-05-2028	IND A-/Stable	Unsecured	Unsecured
28	INE101Q07995	42 Months	9.5	44.04	16-09-2021	15-03-2025	CARE A-; Stable	Secured	First ranking pari-passu charges with existing secured creditors, on current assets including book debts, loans and advances, cash and bank balances (not including

Series of Non-Convertible Securities	ISIN	Tenor / Period of Maturity	Coupon	Amount outstanding (INR in lakhs)	Date of Allotment	Redemption Date / Schedule	Credit Rating	Secured / Unsecured	Security
									reserves created in accordance with law) and receivables both present and future of the Company.
29	INE101Q07AA1	50 months	Cum (10.22 yield)	33.57	16-09-2021	15-11-2025	CARE A- ; Stable	Secured	First ranking pari-passu charges with existing secured creditors, on current assets including book debts, loans and advances, cash and bank balances (not including reserves created in accordance with law) and receivables both present and

Series of Non-Convertible Securities	ISIN	Tenor / Period of Maturity	Coupon	Amount outstanding (INR in lakhs)	Date of Allotment	Redemption Date / Schedule	Credit Rating	Secured / Unsecured	Security
									future of the Company.
30	INE101Q08159	66 months	10	25.92	16-09-2021	15-03-2027	CAR E A-; Stable	Unsecured	Unsecured
31	INE101Q08167	84 Months	Cum (10.41 yield)	24.08	16-09-2021	15-09-2028	CAR E A-; Stable	Unsecured	Unsecured
34	INE101Q07AE3	36 Months	Cum (9.5 yield)	17.51	03-01-2022	02-01-2025	CAR E A-; Stable	Secured	First ranking pari-passu charges with existing secured creditors, on current assets including book debts, loans and advances, cash and bank balances (not including reserves created in accordance with law) and receivables both present and

Series of Non-Convertible Securities	ISIN	Tenor / Period of Maturity	Coupon	Amount outstanding (INR in lakhs)	Date of Allotment	Redemption Date / Schedule	Credit Rating	Secured / Unsecured	Security
									future of the Company.
35	INE101Q07AF0	48 Months	9.75	61.82	03-01-2022	02-01-2026	CARE A-; Stable	Secured	First ranking pari-passu charges with existing secured creditors, on current assets including book debts, loans and advances, cash and bank balances (not including reserves created in accordance with law) and receivables both present and future of the Company.
36	INE101Q07AG8	66 Months	Cum(10.13 yield)	26.19	03-01-2022	02-07-2027	CARE A-; Stable	Secured	First ranking pari-passu charges with

Series of Non-Convertible Securities	ISIN	Tenor / Period of Maturity	Coupon	Amount outstanding (INR in lakhs)	Date of Allotment	Redemption Date / Schedule	Credit Rating	Secured / Unsecured	Security
									existing secured creditors, on current assets including book debts, loans and advances, cash and bank balances (not including reserves created in accordance with law) and receivables both present and future of the Company.
37	INE101Q07 AI4	24 Months	8.50%	25.55	23-05-2022	22-05-2024	CARE A- ; Stable	Secured	First ranking pari-passu charges with existing secured creditors, on current assets including book debts, loans

Series of Non-Convertible Securities	ISIN	Tenor / Period of Maturity	Coupon	Amount outstanding (INR in lakhs)	Date of Allotment	Redemption Date / Schedule	Credit Rating	Secured / Unsecured	Security
									and advances, cash and bank balances (not including reserves created in accordance with law) and receivables both present and future of the Company.
38	INE101Q07AJ2	24 Months	Cum(8.9 yield)	33.35	23-05-2022	22-05-2024	CARE A-; Stable	Secured	First ranking pari-passu charges with existing secured creditors, on current assets including book debts, loans and advances, cash and bank balances (not including reserves created

Series of Non-Convertible Securities	ISIN	Tenor / Period of Maturity	Coupon	Amount outstanding (INR in lakhs)	Date of Allotment	Redemption Date / Schedule	Credit Rating	Secured / Unsecured	Security
									in accordance with law) and receivables both present and future of the Company.
39	INE101Q07AK0	36 Months	Cum (9.25 yield)	28.69	23-05-2022	22-05-2025	CARE A-; Stable	Secured	First ranking pari-passu charges with existing secured creditors, on current assets including book debts, loans and advances, cash and bank balances (not including reserves created in accordance with law) and receivables both present and future of the



Series of Non-Convertible Securities	ISIN	Tenor / Period of Maturity	Coupon	Amount outstanding (INR in lakhs)	Date of Allotment	Redemption Date / Schedule	Credit Rating	Secured / Unsecured	Security
									Company.
40	INE101Q07AL8	48 Months	9.50%	90.70	23-05-2022	22-05-2026	CARE A-; Stable	Secured	First ranking pari-passu charges with existing secured creditors, on current assets including book debts, loans and advances, cash and bank balances (not including reserves created in accordance with law) and receivables both present and future of the Company.
41	INE101Q07AM6	66 Months	Cum (10.00 yield)	43.55	23-05-2022	22-11-2027	CARE A-; Stable	Secured	First ranking pari-passu charges with existing secured

Series of Non-Convertible Securities	ISIN	Tenor / Period of Maturity	Coupon	Amount outstanding (INR in lakhs)	Date of Allotment	Redemption Date / Schedule	Credit Rating	Secured / Unsecured	Security
									creditors, on current assets including book debts, loans and advances, cash and bank balances (not including reserves created in accordance with law) and receivables both present and future of the Company.
43	INE101Q07 AO2	719 days	10%	5000	12-01-2024	31-12-2025	CAR E A- ; Stable	Secured	first ranking <i>pari passu</i> charge basis by way of hypothecation in favour of the Debenture Trustee, over gold loan receivables and current assets excluding

Series of Non-Convertible Securities	ISIN	Tenor / Period of Maturity	Coupon	Amount outstanding (INR in lakhs)	Date of Allotment	Redemption Date / Schedule	Credit Rating	Secured / Unsecured	Security
									microfinance loans or any other asset class of products added by the Company
44	INE101Q07 AP9	730 Days	10%	5000	28-02-2024	27-02-2026	CARE A-; Stable	Secured	first ranking <i>pari passu</i> charge basis by way of hypothecation in favour of the Debenture Trustee, over gold loan receivables and current assets excluding microfinance loans or any other asset class of products added by the Company

(iv) Details of commercial paper issuances as at the end of the last quarter (i.e., March 31, 2024) in the following format:

Series of Non-Convertible Securities	ISIN	Tenor / Period of Maturity	Coupon	Amount outstanding (INR in Crore)	Date of allotment	Redemption Date / Schedule	Credit Rating	Secured / Unsecured	Security	Other details viz. details of
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Sr No	Name of Holder	Total Holdings	Category of Holder	Face value of holding	Holding as a % of total outstanding non-convertible securities of the Issuer
8	PHILLIP FINANCE AND INVESTMENT SERVICES INDIA PVT LTD	1,99,00,000.00	PVT NCD	[ ]	[ ]
9	GEORGE KALEEKAN SENAPATHY	1,91,13,000.00	Public NCD	[ ]	[ ]
10	VIDULA GIRISH RAO	1,80,00,000.00	PVT NCD	[ ]	[ ]

(vi) List of top ten holders of Commercial Paper in terms of value (in cumulative basis):

Sr. No.	Name of holder	Category of holder	Face value of holding	Holding as a % of total commercial paper outstanding of the Issuer
Not Applicable				

(vii) Details of the bank fund based facilities/ rest of the borrowing (if any, including hybrid debt like Foreign Currency Convertible Bonds (FCCB), Optionally Convertible Debentures/ Preference Shares) from financial institutions or financial creditors:

Name of Party (in case of facility) / Name of Instrument	Type of facility / Instrument	Amount sanctioned / issued	Principal Amount outstanding	Date of Repayment / Schedule	Credit Rating	Secured / Unsecured	Security
Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil

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

The rating letter from the Rating Agency, the rating rationale from the Rating Agency and the detailed press release in Annexure II (*Rating Letter, Rating Rationale, and Detailed Press Release from the Rating Agency*) of this Key Information Document.

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

S.NO	PARTICULARS	AMOUNT (INR)	PERCENTAGE OF TOTAL EXPENSES	PERCENTAGE OF TOTAL ISSUE SIZE
1.	Lead Manager(s) fees	Not applicable as the Debentures under this Key Information Document are being issued on private placement basis under Section 42 of Companies Act, 2013, and no lead manager has been appointed for this issuance of Debentures.	N. A	N. A
2.	Underwriting commission	Not applicable as the Debentures under this Key Information Document are being issued on private placement basis under Section 42 of Companies Act, 2013, and no underwriting commission is being paid for this issuance of Debentures.	N. A	N. A
3.	Brokerage, selling	Not applicable as the	N. A	N. A

S.NO	PARTICULARS	AMOUNT (INR)	PERCENTAGE OF TOTAL EXPENSES	PERCENTAGE OF TOTAL ISSUE SIZE
	commission and upload fees	Debtures under this Key Information Document are being issued on private placement basis under Section 42 of Companies Act, 2013, and no brokerage, selling commission and upload fees is being paid for this issuance of Debtures.		
4.	Fees payable to the registrars to the issue	N.A.	N.A.	N.A.
5.	Fees payable to the legal Advisors	The Issuer is being advised by its in-house legal and compliance team.	N. A	N. A
6.	Advertising and marketing expenses	N. A. *	N. A. *	N. A. *
7.	Fees payable to the regulators including stock exchanges	<del>1,38,500</del> 2,00,000	<del>82.48%</del> 83.33%	<del>0.026%</del>
8.	Expenses incurred on printing and distribution of issue stationary	N. A. **	N. A. **	N. A. **
9.	Any other fees, commission and payments under whatever nomenclature	40,000	16.67%	0.0053%

\* As the Debentures will be issued by way of private placement to identified investors in accordance with the process prescribed by SEBI, no specific advertising and marketing expenses are envisaged to be payable in respect of such issue of Debentures.

\*\* As the Debentures will be issued by way of private placement to identified investors in accordance with the process prescribed by SEBI, no specific expenses are envisaged to be incurred on printing and distribution of issue stationary in respect of such issue of Debentures.

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

Not Applicable.

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

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

- (i) Interest and all other charges shall accrue based on an actual/actual basis.
- (ii) If any Due Date on which any interest or additional interest is payable falls on a day which is not a Business Day, the payment to be made on such Due Date shall be made on the succeeding Business Day.
- (iii) If any Due Date on which any Outstanding Principal Amounts are payable falls on a day which is not a Business Day, the payment to be made on such Due Date shall be made on the preceding Business Day.
- (iv) If the Final Redemption Date or any other date on which the Debentures are redeemed in full (including in accordance with the provisions on optionally accelerated redemption under the DTD (please refer to the section named "*Optionally Accelerated Redemption*" in Section 3.10 (*Summary Terms*) of this Key Information Document)) falls on a day which is not a Business Day, the payment of any amounts in respect of any interest and the Outstanding Principal Amounts to be made shall be made on the preceding Business Day.

(b) ***Procedure and time schedule for allotment and issue of securities should be disclosed:***

Please refer to the column on "*Issue Timing*" under Section 3.10 (*Summary Terms*) of this Key Information Document; and

(c) ***Cash flows emanating from the non-convertible securities shall be mentioned in the issue document, by way of an illustration:***

The cashflows emanating from the Debentures, by way of an illustration, are set out under **Annexure VI** (*Illustration of Bond Cashflows*) of this Key Information Document.

**3.6 Other details:**



(a) **Default in payment:**

On the occurrence of an Event of Default (including a Payment Default), the Issuer agrees to pay additional interest at 2% (two percent) per annum above the Interest Rate on the Outstanding Principal Amounts, commencing from the date of occurrence of the Event of Default (including a Payment Default) until such Event of Default (including a Payment Default) is cured or the relevant Secured Obligations are repaid, on each Interest Payment Date occurring during the aforementioned period.

(b) **Disclosure required under Form PAS-4 under Companies (Prospectus and Allotment of Securities), Rules, 2014 but not contained in this schedule, if any:**

All disclosures under Form No. PAS-4 of Companies (Prospectus and Allotment of Securities), Rules, 2014 have been set out in **Section 7**.

### **3.7 Details of Debt Securities Sought to be Issued**

Under the purview of this Key Information Document, the Issuer intends to raise an amount of INR 75,00,00,000 (Indian Rupees Seventy Five Crore) by way of the issue of rated, listed, senior, secured, redeemable, taxable, transferrable, non-convertible debentures, on a private placement basis.

For further details of the Debentures, please refer to the terms and conditions of the debentures set out in Section 3.10 (*Summary Terms*) of this Key Information Document.

### **3.8 Issue Size**

The aggregate issue size for the Debentures is INR 75,00,00,000 (Indian Rupees Seventy Five Crore).

### **3.9 Utilization of the Issue Proceeds**

The term sheet received by the Issuer in respect of this issue of Debentures prescribes as follows:

The proceeds of the issuance of Debentures will be utilized by the Issuer for onward lending, general corporate purpose and repayment of debt.

Provided that no part of the proceeds shall be utilized directly/indirectly towards the following:

- a) capital markets (including equity, debt, debt linked, and equity linked instruments or any other capital market land activities);
- b) any speculative purposes.
- c) land acquisition or usages that are restricted for bank financing.
- d) any activity in the Exclusion List or investment in the real estate sector; and
- e) related party transactions.

Further, no part of the proceeds of issuance of Debentures shall be utilized directly/indirectly towards repaying existing debts or for disbursement of loan to promoter or director(s) of the Issuer.

To be more particularly set out in the DTD and the other Transaction Documents.

### **3.10 Summary Terms**

Security Name (Name of the non-convertible securities which includes Coupon / dividend, Issuer Name and maturity year)	MMFL 10% Secured Non Convertible Debenture 2027
Issuer	Muthoottu Mini Financiers Limited
Type of Instrument	Rated, Listed, Senior, Secured, Redeemable, Taxable, Transferrable Non-Convertible Debentures
Nature of Instrument (Secured or Unsecured)	Secured
Seniority (Senior or subordinated)	Senior
Eligible Investors	Please refer Section 8.14 ( <i>Eligible Investors</i> ) of the General Information Document.
Listing (name of stock Exchange(s) where it will be listed and timeline for listing)	<p>(a) The Issuer shall submit all duly completed documents to the BSE, SEBI, ROC or any other Governmental Authority, as are required under Applicable Law and obtain the listing of the Debentures within the timelines prescribed under the SEBI Listing Timelines Requirements ("<b>Listing Period</b>").</p> <p>(b) The Issuer shall ensure that the Debentures continue to be listed on the wholesale debt market segment of the BSE.</p> <p>(c) In the event there is any delay in listing of the Debentures beyond the Listing Period, the Issuer will pay to the Debenture Holders, penal interest of 1% (one percent) per annum over the Interest Rate, from the date of allotment of the Debentures until the listing of the Debentures is completed.</p>
Rating of Instrument	"CARE A-/ Stable" (pronounced as "CARE A Minus with a Stable Outlook")
Issue Size	Upto INR 75,00,00,000 (Indian Rupees Seventy Five Crore).
Minimum subscription	As set out in the General Information Document.
Option to retain oversubscription (Amount)	N.A.
Objects of the Issue / Purpose for which there is requirement of funds	<p>100% (one hundred percent) of the issue proceeds will be utilized by the Issuer for the purposes of onward lending and general corporate purposes of the Issuer.</p> <p>The term sheet for the Issue prescribes as follows. This will be more particularly set out in the Transaction Documents:</p>

	<p>The proceeds of the issuance of Debentures will be utilized by the Issuer for onward lending, general corporate purpose and repayment of debt. Provided that no part of the proceeds shall be utilized directly/indirectly towards the following:</p> <ul style="list-style-type: none"> <li>f) capital markets (including equity, debt, debt linked, and equity linked instruments or any other capital market land activities);</li> <li>g) any speculative purposes.</li> <li>h) land acquisition or usages that are restricted for bank financing.</li> <li>i) any activity in the Exclusion List or investment in the real estate sector; and</li> <li>j) related party transactions.</li> </ul> <p>Further, no part of the proceeds of issuance of Debentures shall be utilized directly/indirectly towards repaying existing debts or for disbursement of loan to promoter or director(s) of the Issuer.</p>
In case the issuer is an NBFC and the objects of the issue entail loan to any entity who is a 'group company' then disclosures shall be made in the following format:	Not Applicable. The proceeds raised from the Issue will be used solely for the Purpose.
Details of the utilization of the Proceeds	<p>100% (one hundred percent) of the issue proceeds will be utilized by the Issuer for the purposes of onward lending and general corporate purposes of the Issuer.</p> <p>The term sheet for the Issue prescribes as follows. This will be more particularly set out in the Transaction Documents:</p> <p>The proceeds of the issuance of Debentures will be utilized by the Issuer for onward lending, general corporate purpose and repayment of debt. Provided that no part of the proceeds shall be utilized directly/indirectly towards the following:</p> <ul style="list-style-type: none"> <li>k) capital markets (including equity, debt, debt linked, and equity linked instruments or any other capital market land activities);</li> <li>l) any speculative purposes.</li> <li>m) land acquisition or usages that are restricted for bank financing.</li> <li>n) any activity in the Exclusion List or investment in the real estate sector; and</li> <li>o) related party transactions.</li> </ul> <p>Further, no part of the proceeds of issuance of Debentures shall be utilized directly/indirectly towards repaying existing debts or for disbursement of loan to promoter or director(s) of the Issuer.</p>
Coupon Rate	10% (ten percent) per annum (fixed) payable monthly.
Step Up/ Step Down Coupon Rate	(a) If the Rating Agency downgrades the rating of the Debentures below the Rating, the Interest Rate shall be increased by 0.25% (zero decimal two five percent) for each downgrade of 1 (one) notch below the Rating (" <b>Step Up Rate</b> ") by the Rating Agency, and such increased Interest Rate shall be applicable on the Outstanding Principal Amounts from the date of such downgrade by the Rating Agency. Step Up, in accordance with this sub-paragraph (a) shall not require any notice,

	<p>intimation or action by or on behalf of the Debenture Trustee or the Debenture Holders.</p> <p>(b) Following the Step Up until the Rating Agency restores the rating of the Debentures to the Rating, if the rating of the Debentures is upgraded by the Rating Agency, the prevailing Step Up Rate shall be decreased by 0.25% (zero decimal two five percent) for each upgrade of 1 (one) notch by the Rating Agency from the prevailing rating of the Debentures (until the Rating Agency restores the rating of the Debentures to the Rating) and such decreased rate of interest shall be applicable on the Outstanding Principal Amounts from the date of such upgrade by the Rating Agency. PROVIDED THAT the decreased rate of interest in accordance with this sub-paragraph (b) cannot, in any case, be lower than the Interest Rate. The decrease in the rate of interest in accordance with this sub-paragraph (b) shall not require any notice, intimation or action by or on behalf of the Debenture Trustee or the Debenture Holders.</p> <p>(c) It is clarified that, if following the Step Up, the Rating Agency restores the rating of the Debentures to the Rating, then interest shall be payable at the Interest Rate from the date that the Rating Agency restores the rating of the Debentures to the Rating.</p> <p>(d) In case the Debentures are rated by more than one rating agency, then the lowest rating provided to the Debentures will be considered for the determination of the Step Up Rate.</p>
Coupon Payment Frequency	Monthly
Coupon Payment Dates	Payable monthly on the dates set out in Annexure VI ( <i>Illustration of Bond Cash Flows</i> ) (subject to adjustments for Business Day Convention).
Coupon Type (Fixed, floating or other structure)	Fixed Coupon
Coupon Reset Process (including rates, spread, effective date, interest rate cap and floor etc.)	N.A.
Day Count Basis (Actual / Actual)	Actual / Actual
Interest on Application Money	<p>(a) Interest at 12% (twelve percent) per annum, subject to deduction of tax at source in accordance with Applicable Law, will be paid by the Issuer on the Application Money to the Applicants from the date of receipt of such Application Money up to 1 (one) day prior to the Deemed Date of Allotment for all valid applications, within 5 (five) Business Days from the Deemed Date of Allotment. Where pay-in date of the Application Money and the Deemed Date of Allotment are the same, no interest on Application Money will be payable.</p> <p>(b) Where the entire subscription amount has been refunded, the interest on</p>

	<p>Application Money will be paid along with the refunded amount to the bank account of the Applicant as described in the Application Form by electronic mode of transfer such as (but not limited to) RTGS/NEFT/direct credit.</p> <p>(c) Where an Applicant is allotted a lesser number of Debentures than applied for, the excess amount paid on application will be refunded to the Applicant in the bank account of the Applicant as described in the Application Form towards interest on the refunded money by electronic mode of transfer like RTGS/NEFT/direct credit. Details of allotment will be sent to each successful Applicant.</p>
Default Interest Rate	<p>(a) On the occurrence of an Event of Default (including any Payment Default) the Issuer agrees to pay additional interest at 2% (two percent) per annum above the Interest Rate on the Outstanding Principal Amounts, commencing from the date of occurrence of the Event of Default (including any Payment Default) until such Event of Default (including any Payment Default) is cured or the relevant Secured Obligations are repaid, on each Interest Payment Date occurring during the aforementioned period.</p> <p>(b) Without prejudice to paragraph (a) above, if the Transaction Security is not created and/or perfected (including owing to any technical issues) within the time period prescribed under the Transaction Documents and in accordance with the terms of the Transaction Documents, the Issuer will pay additional interest at the rate of 2% (two percent) per annum above the Interest Rate on the Outstanding Principal Amounts until the creation and perfection of the Transaction Security to the satisfaction of the Debenture Trustee, on each Interest Payment Date occurring during the aforementioned period.</p> <p>(c) Without prejudice to paragraph (a) above, on the occurrence of any breach by the Issuer in compliance with any of the reporting covenants set out under Section 4.3.2 (<i>Reporting Covenants</i>) of this Key Information Document, the Issuer agrees to pay an amount of INR 6,000 (Indian Rupees Six Thousand) for each day of delay in the event of non-adherence to the reporting covenants on a timely basis, from the date of occurrence of such breach.</p>
Tenor	36 (Thirty Six) months from the Deemed Date of Allotment.
Redemption Date / Maturity Date	April 25, 2027, being 36 (Thirty Six) months from the Deemed Date of Allotment (subject to adjustments for day count convention in accordance with the SEBI Debt Listing Regulations).
Redemption Amount	INR 1,00,000 (Indian Rupees One Lakh) per Debenture in the manner set out in <b>Annexure VI</b> ( <i>Illustration of Bond Cash Flows</i> ) hereto.
Redemption Premium/ Discount	Not Applicable
Issue Price	INR 1,00,000 (Indian Rupees One Lakh)
Discount at which security is issued	N.A.

and the effective yield as a result of such discount	
Put Date	N.A.
Put Price	N.A.
Call Date	N.A.
Call Price	N.A.
Put Notification Time (Timelines by which the investor need to intimate Issuer before exercising the put)	N.A.
Call Notification Time (Timelines by which the Issuer need to intimate investor before exercising the call)	N.A.
Face Value	INR 1,00,000 (Indian Rupees One Lakh) per Debenture
Minimum Application and in multiples of thereafter	As set out in the General Information Document.
Issue Timing	Issue Opening Date: April 24, 2024 Issue Closing Date: April 24, 2024 Date of earliest closing of the Issue, if any: N.A. Pay-in Date: April 25, 2024 Deemed Date of Allotment: April 25, 2024
Settlement mode of the Instrument	Pay-in of funds through ICCL.  The pay-in of the Application Money for the Debentures shall be made by way of transfer of funds from the bank account(s) of the Eligible Investors (whose bids have been accepted) as registered with the Electronic Book Provider into the account of the ICCL, as specified in this regard below.
Depositories	As set out in the General Information Document.
Disclosure of Interest / Dividend / Redemption Dates	On the dates set out in Annexure VI ( <i>Illustration of Bond Cash Flows</i> ) (subject to adjustments for Business Day Convention).
Record Date	7 (seven) calendar days prior to each Due Date
All covenants of the issue (including side letters, accelerated payment clause,	The term sheet for the Issue prescribes as follows. This will be more particularly set out in the DTD.  a) The Issuer will comply with the following covenants till the final redemption date:

etc.)	<ul style="list-style-type: none"><li>i. maintain a Capital Adequacy Ratio of 18% (eighteen percent) or such other higher threshold as may be prescribed by the RBI from time to time; For the purposes of calculation/determination of the Capital Adequacy Ratio (A) the first loss credit enhancement(s) provided by the Issuer in respect of any securitisation transactions shall be reduced from the Tier I Capital and the Tier II Capital without any ceiling, and (B) the credit enhancement(s) provided by the Issuer in respect of the Client Loans originated by it on behalf of other financial institutions shall be reduced from the Tier I Capital and the Tier II Capital without any ceiling. The deduction shall be made at 50% (fifty per cent) from Tier I Capital and 50% (fifty per cent) from Tier II Capital. It is further clarified that in determining the amount of subordinated debt that is eligible for inclusion in Tier II Capital of the Issuer, the subordinated debt shall be subject to the discounting as prescribed in the in the NBFC Directions;</li><li>ii. maintain a ratio of A:B of not more than 3% (three percent), where A is the aggregate of the Issuer's PAR&gt;90 and Write-Offs (on the entire portfolio of the Issuer including receivables sold or discounted on non-recourse basis) for the trailing 12 (twelve) months, and B is the Gross Loan Portfolio of the Issuer, multiplied by 100, and followed by the "%" symbol;</li><li>iii. ensure that the Total Debt of the Issuer is not more than 6.0 (six decimal zero) times the Tangible Net Worth of the Issuer;</li><li>iv. maintain a ratio of A:B of 80% (eighty percent), where A is the Gross Loan Portfolio (Gold Loans), and B is the asset under management of the Issuer, multiplied by 100, and followed by the "%" symbol;</li><li>v. ensure that after tax net income (excluding extraordinary income) (as determined in accordance with the Applicable Accounting Standards) is positive;</li><li>vi. ensure that there is no negative mismatch (on a cumulative basis) in any of the buckets in the next 1 (one) year of the asset-liability management statement provided to the RBI (after incorporating all the liabilities of the Issuer incorporating put options/ reset options, in any form);</li><li>vii. ensure that all loans or Financial Indebtedness (including any Client Loans) to any single party and/or guarantees on behalf of any third parties does not exceed 10% (ten percent) of the Net Worth of the Issuer;</li><li>viii. maintain a minimum Tangible Net Worth of INR 600,00,00,000 (Indian Rupees Six Hundred Crore); and</li><li>ix. comply with such other financial covenants as may be agreed between the Issuer and the Debenture Holders from time to time.</li></ul> <p>b) The financial covenants shall be tested, until the Final Settlement Date, on a quarterly basis, on the basis of the standalone and consolidated (to the extent applicable) financial statements of the Issuer, except that the financial covenant set out above will be tested on a quarterly and on an annual basis commencing from March 31, 2024. The financial covenants shall be certified by a chartered accountant in accordance with reporting covenants.</p> <p>c) The Issuer shall provide the Debenture Trustee access to all such additional information that it may deem necessary for the purposes of monitoring and evaluating the compliance of the Issuer with the financial covenants set out above.</p>
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	<p>Issuer will comply with such reporting covenants as may be required by the trustee, including but not limited to:</p> <ol style="list-style-type: none"><li>1. Shall originate the portfolio and send the pool details within the Portfolio Origination Period and on a quarterly basis thereafter and as and when required by the Trustee in the format as specified by the Trustee.</li><li>2. Shall provide details of a) operational information, b) portfolio cuts, c) d) monthly dpd statement, e) changes in Board &amp; management and f) changes in shareholding pattern g h) Structural liquidity data on a quarterly basis in the format as specified by the trustee.</li><li>3. Shall provide details of transactions with related parties and balances outstanding on a semi-annual basis in the format as specified by the trustee.</li><li>4. Shall share information about facilities sanctioned to it by other lenders every quarter in a format as deemed fit by the trustee.</li><li>5. Shall provide quarterly financial statements to the trustee as within 45 days from the end of each quarter and audited financial statements at the end of each financial year within 90 days from the end of each financial year.</li><li>6. Shall forthwith provide written notice of any material event adversely impacting its business.</li><li>7. Shall forthwith provide written notice of occurrence or likely occurrence of any Event of Default.</li><li>8. Information regarding occurrence of any event likely to have material adverse effect to be provided immediately, and in no case later than 7 (Seven) days of occurrence.</li><li>9. Promptly notify the trustee and give information regarding any circumstance(s) adversely affecting the Issuer's financial position.</li><li>10. Promptly notify the trustee and give details of any litigation, arbitration or any other administrative proceedings threatened or instituted against the issuer materially affecting the Issuer's financial position.</li><li>11. Promptly, and in no event later than 24 (Twenty-four) Hours inform the Trustee of the occurrence of the following:<ol style="list-style-type: none"><li>a) Filing of application/petition with respect to the Issuer (voluntary or otherwise) before the National Company Law Tribunal, or any other forum seeking the commencement of an insolvency resolution process under the (Indian) Insolvency and Bankruptcy Code, 2016, as amended from time to time</li><li>b) Receipt of Demand Notice under the relevant provisions of Insolvency and Bankruptcy Code, 2016, as amended from time to time, from any of their other Creditors (as defined under Insolvency and Bankruptcy Code, 2016 as amended from time to time).</li></ol></li><li>12. Such other information, details, documents etc. regarding the financial condition, business and operations of the Issuer as the trustee may require from time to time.</li></ol> <p>Issuer will comply with such reporting covenants as may be required by the trustee, including but not limited to:</p> <ol style="list-style-type: none"><li>1. Issuer shall not, without the prior written consent of the trustee, redeem, purchase, buyback, defease, retire, return or repay any of its equity share capital or resolve to do so.</li><li>2. Issuer shall not dispose of its assets or compromise with any of its creditors without the prior written consent of the trustee, except in the ordinary course of and pursuant to the reasonable requirements of the Issuer's business and upon fair and reasonable terms.</li><li>3. Issuer agrees to declare dividends only out of the profits relating to that year and after making all due and necessary provisions and provided further that</li></ol>
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	<p>there have been no defaults in repayments under this NCD. In all other cases, prior written consent of the trustee shall be obtained before declaring dividends.</p> <ol style="list-style-type: none"><li>4. Issuer shall not without the prior written consent of the trustee effect any change in its Memorandum or Articles of Association other than changes to the authorized capital or for the purpose of any proposed fund raise into the Issuer, including amending articles pursuant to such fund raise (except where such change may adversely impact the interests of the trustee, in which case, prior written consent will be required)</li><li>5. Issuer shall not without the prior written consent of the trustee enter into or perform any transaction other than in its ordinary course of business.</li><li>6. The Issuer shall not without prior written consent of the trustee, modify or change its shareholding pattern.</li><li>7. Issuer shall not, without prior written consent by the trustee:<ol style="list-style-type: none"><li>a) Enter into any transaction(s) (including but not limited to loans or advances and investment by way of share capital) other than in its ordinary course of business.</li><li>b) Provide any guarantee except the guarantee being issued in the ordinary course of business and to the subsidiaries.</li></ol></li><li>8. Issuer shall not make any material change in its management, change in control (as defined under the under the SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011), enter into any compromise arrangement with its shareholders or creditors, pass a resolution of voluntary winding up or implement any scheme for restructuring or reconstruction, consolidation, amalgamation, merger or other similar purposes or change its shareholding structure without the prior written consent of the trustee.</li><li>9. The Key Shareholders / Promoters of the Issuer shall not transfer or encumber 25% or more shares of the Issuer held by them respectively without the prior written consent of the trustee, provided that Muthoottu Promoters continue to hold majority ownership in Issuer and/or there is no name change of Issuer from “Muthoottu”.</li></ol> <p>Any other affirmative covenants or negative covenants as set out in Transaction Document</p> <p><b>Representations and Warranties</b></p> <p>Please refer Section 4.2 of this Key Information Document.</p> <p><b>Financial Covenants</b></p> <p>Please refer Section 4.3.1 of this Key Information Document.</p> <p><b>Reporting Covenants</b></p> <p>Please refer Section 4.3.2 of this Key Information Document.</p> <p><b>Affirmative Covenants</b></p> <p>Please refer Section 4.3.3 of this Key Information Document.</p> <p><b>Negative Covenants</b></p>
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	Please refer Section 4.3.4 of this Key Information Document.
<p>Description regarding Security (where applicable) including type of security (movable / immovable / tangible etc.), type of charge (pledge / hypothecation / mortgage etc.), date of creation of security / likely date of creation of security, minimum security cover, revaluation, replacement of security, interest to the debenture holder over and above the coupon rate as specified in the Trust Deed and disclosed in the issue document.</p>	<p>The term sheet for the Issue prescribes as follows. This will be more particularly set out in the Transaction Documents.</p> <p><b>Type of security and charge:</b> The Issuer shall create a first ranking pari-passu charge over the Hypothecated Assets (Loans receivables of the Issuer from gold loans and excluding receivables from microfinance loans or any other asset class of products of the Issuer and current assets of the Issuer) and the security will be perfected within 90 days from the Deemed Date of Allotment.</p> <p><b>Date of creation of security/likely date of creation of security:</b> The security over the Hypothecated Assets will be created and perfected within the timelines more particularly set out in this Placement Memorandum and other Transaction Documents.</p> <p><b>Minimum security cover:</b> The value of the Hypothecated Assets charged as Security in favour of the Debenture Trustee is maintained at least 1.0 x (one times) of Redemption Amount and accrued Coupon from the Deemed Date of Allotment and shall be maintained at all times thereafter until the redemption of the Debentures and payment of the Secured Obligations (“Security Cover”) till the Final Settlement Date, (on the terms and conditions mentioned under the Transaction Documents) in accordance with Applicable Law and the Transaction Documents. The terms and process of creation of hypothecation shall be provided at length under the Deed of Hypothecation.</p> <p>If the Security in respect of Debentures falls below the Security Cover as specified in this Deed on any account, the Company shall within 30 (thirty) calendar days of such occurrence, hypothecate further assets or such additional Security as may be acceptable to the Debenture Trustee to maintain the Security Cover in the manner set out in the Deed of Hypothecation.</p> <p><b>Eligibility Criteria:</b> The Loan Receivables forming part of the Hypothecated Assets shall satisfy the Eligibility Criteria and such other requirements set out in the Deed of Hypothecation.</p> <p><b>Replacement of security:</b> The Company shall, within the timelines prescribed under the Deed of Hypothecation replace such Hypothecated Assets that do not satisfy the Eligibility Criteria.</p> <p>In case of any repugnancy between the provisions of the clause herein for the creation of hypothecation and the terms provided in the Deed of Hypothecation for the creation of charge over the Hypothecated Assets, the terms of the Deed of Hypothecation shall prevail.</p> <p><b>Revaluation of security:</b> The Debenture Trustee can do a valuation of the Hypothecated Assets and re-value the Hypothecated Assets, as and when it deems fit, if in its opinion the Security Cover is falling or is low and all costs for such valuation shall be borne by the Issuer. Interest to the Debenture Holder over and above the</p> <p><b>Coupon rate:</b> The Issuer’s failure to create and perfect security over the</p>

Hypothecated Assets within the timeline stipulated under the Transaction Documents shall attract a 2% p.a. additional interest over the Coupon.

#### **TRANSACTION SECURITY**

- (a) The Debentures shall be secured on or prior to the Deemed Date of Allotment by way of (i) a first ranking *pari passu* continuing charge to be created in favour of the Debenture Trustee pursuant to an unattested deed of hypothecation, dated on or about the Effective Date, executed or to be executed and delivered by the Issuer in a form acceptable to the Debenture Trustee ("**Deed of Hypothecation**") over the loan receivables of the Issuer from gold loans and excluding receivables from microfinance loans or any other asset class of products of the Issuer and current assets of the Issuer (the "**Hypothecated Assets**"), and (ii) such other security interest as may be agreed between the Issuer and the Debenture Holders ((i) and (ii) are collectively referred to as the "**Transaction Security**").
- (b) The charge over the principal receivables of the Client Loans comprising the Hypothecated Assets shall at all times until the Final Settlement Date, after taking into account all other charges created by the Issuer, be at least 1 (one) times the value of the Outstanding Amounts (collectively, the "**Security Cover**").
- (c) The value of the Hypothecated Assets for this purpose (for both initial and subsequent valuations) shall be the amount reflected as the value thereof in the books of accounts of the Issuer.
- (d) The Issuer shall create the charge over the Hypothecated Assets on or prior to the Deemed Date of Allotment and perfect such security by filing Form CHG-9 with the ROC and by ensuring and procuring that the Debenture Trustee files Form I with CERSAI in respect thereof and completing all required filings with the relevant information utility, within the time period prescribed in the Deed of Hypothecation.

#### **OTHERS**

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

- (i) the Debentures shall be secured by a first ranking *pari passu* continuing charge on the Hypothecated Assets in favour of the Debenture Trustee for the benefit of the Debenture Holders on or prior to the Deemed Date of Allotment;
- (ii) if so required, to obtain, the no-objection certificates/*pari passu* letters from the Existing Financial Indebtedness in relation to the issuance of Debentures and the creation of security interest on or prior to the Deemed Date of Allotment;
- (iii) to create the security over the Hypothecated Assets as contemplated in the Transaction Documents by executing the duly stamped Deed of Hypothecation;

	<p>(iv) to register and perfect the security interest created thereunder by filing Form CHG-9 with the concerned ROC and ensuring and procuring that the Debenture Trustee files the prescribed Form I with CERSAI reporting the charge created to the CERSAI in relation thereto in accordance with the timelines set out in the Deed of Hypothecation;</p> <p>(v) the Issuer shall, at the time periods set out in the Deed of Hypothecation, provide a stock statement and details of the Hypothecated Assets to the Debenture Trustee over which the security is created and subsisting by way of hypothecation in favour of the Debenture Trustee (for the benefit of the Debenture Holders) together with the confirmation that the Security Cover is being maintained;</p> <p>(vi) the Issuer shall, on a half yearly basis, as and when required by the Debenture Trustee, give full particulars to the Debenture Trustee of all the Hypothecated Assets from time to time;</p> <p>(vii) furnish and verify all statements, reports, returns, certificates and information from time to time and as required by the Debenture Trustee in respect of the Hypothecated Assets;</p> <p>(viii) furnish and execute all necessary documents to give effect to the Hypothecated Assets;</p> <p>(ix) the security interest created on the Hypothecated Assets shall be a continuing security; and</p> <p>(x) the Hypothecated Assets shall fulfil the eligibility criteria set out in the Deed of Hypothecation.</p> <p><b>Specific Disclosures</b></p> <p>(a) <b>Type of security:</b> Loan receivables of the Issuer from gold loans and excluding receivables from microfinance loans or any other asset class of products of the Issuer and current assets of the Issuer (i.e., movable assets).</p> <p>(b) <b>Type of charge:</b> Hypothecation.</p> <p>(c) <b>Date of creation of security/ likely date of creation of security:</b> On or prior to the Deemed Date of Allotment.</p> <p>(d) <b>Minimum security cover:</b> 1 (one) times the value of the Outstanding Amounts.</p> <p>(e) <b>Revaluation:</b> N. A.</p> <p>(f) <b>Replacement of security:</b> N. A as the charge is a <i>pari passu</i> charge.</p> <p>(g) <b>Interest over and above the coupon rate:</b> In the event of any delay in the execution of any Transaction Document (including the Debenture Trust Deed or the Deed of Hypothecation) or the creation and perfection of security in terms thereof, the Issuer shall, at the option of the Debenture Holders, either:</p>
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	<p>(i) if so required by the Debenture Holders, refund the Application Money together with interest (including interest accrued) at the Interest Rate/dischARGE the Secured Obligations; and/or</p> <p>(ii) pay to the Debenture Holders additional interest at the rate of 2% (two percent) per annum on the Outstanding Principal Amounts in addition to the Interest Rate until the relevant Transaction Document is duly executed or the security is duly created in terms thereof or the Secured Obligations are discharged (whichever is earlier).</p>
Transaction Documents	Shall be as set out in Section 4 ( <i>Transaction Documents and Key Terms</i> ) below.
Conditions Precedent to Disbursement	<p>The Issuer shall fulfil the following conditions precedent, to the satisfaction of the Debenture Trustee, prior to the Deemed Date of Allotment, and shall submit and provide to the Debenture Trustee:</p> <p><b>CONSTITUTIONAL DOCUMENTS AND AUTHORISATIONS</b></p> <p>(a) a copy of the Constitutional Documents certified as correct, complete and in full force and effect by an appropriate officer of the Issuer;</p> <p>(b) a copy of resolution of the Issuer's board of directors/committee of the Issuer's board of directors authorising the execution, delivery and performance of the Transaction Documents certified as correct, complete and in full force and effect by an appropriate officer of the Issuer;</p> <p>(c) (to the extent applicable) a copy of the resolution of the shareholders of the Issuer under Section 42 of the Companies Act, certified as correct, complete and in full force and effect by an appropriate officer of the Issuer;</p> <p>(d) copies of the resolutions of the shareholders of the Issuer under Sections 180(1)(c) and 180(1)(a) of the Companies Act, certified as correct, complete and in full force and effect by an appropriate officer of the Issuer;</p> <p><b>TRANSACTION DOCUMENTS</b></p> <p>(e) execution, delivery and stamping of the Transaction Documents in a form and manner satisfactory to the Debenture Trustee;</p> <p><b>INTERMEDIARY DOCUMENTS</b></p> <p>(f) a copy of the rating letter and/or the rating rationale issued in relation to the Debentures;</p> <p>(g) a copy of the consent from the Debenture Trustee to act as the debenture trustee for the Issue;</p> <p>(h) a copy of the consent of the Registrar to act as the registrar and transfer agent for the Issue;</p>

	<p>(i) a copy of the tripartite agreement(s) executed between the Issuer and the Depositories;</p> <p><b>OTHERS</b></p> <p>(j) the audited financial statements of the Issuer for the Financial Year ended March 31, 2023 along with the annual report for the Financial Year ended March 31, 2023 and the limited review financial statements as on December 31, 2023;</p> <p>(k) evidence that all 'know your customer' requirements to the satisfaction of the Debenture Trustee/the Applicants has been provided;</p> <p>(l) a certificate from the authorised signatories of the Issuer addressed to the Debenture Trustee confirming as on the Deemed Date of Allotment/the date of the certificate, <i>inter alia</i>:</p> <ul style="list-style-type: none"><li>(i) the persons authorised to sign the Transaction Documents and any document to be delivered under or in connection therewith, on behalf of the Issuer, together with the names, titles and specimen signatures of such authorised signatories;</li><li>(ii) the Issuer has the power under the Constitutional Documents to borrow amounts by way of the issuance of the Debentures and create the Transaction Security to secure such Debentures;</li><li>(iii) the issuance of the Debentures and the creation of security over the Hypothecated Assets will not cause any limit, including any borrowing or security providing limit binding on the Issuer to be exceeded;</li><li>(iv) other than the consents of the persons that have provided the Existing Financial Indebtedness, no other consents and approvals are required by the Issuer from its creditors or any Governmental Authority or any other person for the issuance of the Debentures and creation of security under the Deed of Hypothecation;</li><li>(v) the representations and warranties contained in the Transaction Documents are true and correct in all respects;</li><li>(vi) no Event of Default has occurred or is subsisting;</li><li>(vii) no Material Adverse Effect has occurred; and</li><li>(viii) no investor or shareholder consent/approval, pursuant to the articles of association of the Issuer or any shareholders' agreements or other documents/instruments entered into by the Issuer and its shareholders and investors, is required for the Issuer to enter into or perform its obligations under the Transaction Documents;</li></ul> <p>(m) a copy of the in-principle approval provided by the BSE in respect of the listing of the Debentures within the timelines prescribed under the</p>
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	<p>SEBI Listing Timelines Requirements;</p> <ul style="list-style-type: none"><li>(n) copies of the no-objection certificates/pari passu letters provided by persons that have provided the Existing Financial Indebtedness in relation to the issuance of Debentures and the creation of security interest on or prior to the Deemed Date of Allotment;</li><li>(o) copies of the due diligence certificates from the Debenture Trustee in accordance with Chapter II (<i>Due Diligence by Debenture Trustees</i>) of the SEBI Debenture Trustee Master Circular and the SEBI NCS Regulations; and</li><li>(p) such other information, documents, certificates, opinions and instruments as the Debenture Holders/Debenture Trustee may reasonably request.</li></ul> <p>The term sheet for the Issue prescribes as follows. This will be more particularly set out in the Transaction Documents:</p> <ol style="list-style-type: none"><li>1. A certified true copy of the latest Charter Documents of the Issuer, certified as correct, complete and in full force and effect by the appropriate officer.</li><li>2. A certified true copy of the resolution of the Board of Directors of the Issuer authorising the committee of the Board of Directors for passing the resolution for the issuance of Debentures and creation of security thereon</li><li>3. A certified true copy of the resolution of the committee of the Board of Directors of the Issuer for the issuance of Debentures and creation of security thereon and inter alia with respect to:<ol style="list-style-type: none"><li>a) approving the borrowings by way of issue of Debentures contemplated by the Debenture Trust Deed;</li><li>b) approving the creation of security interest in accordance with the provisions of the Transaction Documents;</li><li>c) appointment of Mitcon Credentia Trusteeship Services Limited as Debenture Trustee;</li><li>d) approving the terms and execution of, and the transactions contemplated by the Transaction Documents;</li><li>e) authorising a director or directors or other authorised executives to execute the Transaction Documents;</li><li>f) to appoint the other intermediaries in relation to the issue of Debentures; and</li><li>g) authorising a Person or Persons, on its behalf, to sign and/or dispatch all documents and notices to be signed and/or dispatched by it under or in connection with the Transaction Documents.</li></ol></li><li>4. A certified copy of a special resolution of the shareholders of the Company under Section 180(1)(a) and Section 180(1) (c) of the Companies Act</li><li>5. A certificate from the authorised signatory of the Issuer/company secretary stating the following:<ol style="list-style-type: none"><li>a) the persons authorised to sign the Transaction Documents and any document to be delivered under or in connection therewith, on behalf of the Company, together with the names, titles and specimen signatures of such authorised signatories;</li><li>b) that the Issuer has necessary powers under the Charter Documents of the Issuer to borrow monies by way of issue of the Debentures;</li><li>c) that no consents and approvals are required from the Issuer from its creditors or any Governmental Authority or any other person for the</li></ol></li></ol>
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	<p>issuance of Debentures and if any consents are required the same have been obtained;</p> <ul style="list-style-type: none"><li>d) that the representations and warranties contained in this Deed and the Transaction Documents are true and correct in all respects;</li><li>e) no Event of Defaults or potential Event of Default has occurred or is subsisting;</li><li>f) no Material Adverse Effect has occurred;</li><li>g) no investor or shareholder consent and /or approval, pursuant to the articles of association of the Issuer or any shareholders' agreements or other documents and /or instruments entered into by the Issuer and its shareholders or investors, is required by the Issuer to enter into or perform its obligations under the Transaction Documents;</li><li>h) the present issue of Debentures is within the limits authorised by the Board and the shareholders in the board resolution and the shareholder's resolution respectively and that the same is still valid, binding and subsisting and have not been rescinded; and</li><li>i) the issuance of the Debentures and the transactions contemplated herein will not have an adverse impact on the rights of any of the shareholders or investors of the Issuer.</li></ul> <p>6. A copy of the e-Form MGT-14 filed with the Registrar of Companies with respect to the board resolution or shareholders' resolution (as applicable and if required under the Act) passed for the issue of Debentures.</p> <p>7. The Issuer shall have executed the following in the manner and form as required by the Debenture Trustee:</p> <ul style="list-style-type: none"><li>(a) DTAA;</li><li>(b) Debenture Trust Deed;</li><li>(c) Deed of Hypothecation for Debentures;</li><li>(d) Power of Attorney for Debentures; and</li><li>(e) Any other document as required by the Debenture Trustee or the Debenture Holders.</li></ul> <p>8. The Issuer shall have obtained the Debenture Trustee Consent Letter from the Debenture Trustee.</p> <p>9. A copy of the press release issued by the Rating Agency along with the credit rating letter providing a credit rating to the Debentures along with the rating rationale/credit opinion.</p> <p>10. A copy of the letter from the registrar to act providing its consent to act as the Registrar to act for the issue of Debentures.</p> <p>11. A copy of the tri-partite agreement executed by the Issuer with the Registrar and the Depository.</p> <p>12. The Issuer shall have circulated the Placement Memorandum for the issue of the Debentures.</p> <p>13. The Issuer has made available to the Debenture Trustee and the Debenture Holders the latest Financial Statements for the previous Financial Year and Financial Statements for the stub period.</p> <p>14. The Issuer shall have obtained in-principle approval from the Stock Exchange for listing of the Debentures.</p> <p>15. The Issuer shall have obtained due-diligence certificate from the Debenture Trustee.</p> <p>16. The Issuer shall have obtained the International Securities Identification Number (ISIN) in respect of the Debentures.</p> <p>17. The Issuer shall have complied with all the provisions of the SEBI circular on Operational Guidelines for 'Security and Covenant Monitoring' using Distributed Ledger Technology (DLT), dated 29<sup>th</sup> March 2022 bearing reference number SEBI/HO/MIRSD/CRADT/CIR/P/2022/38.</p>
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	<p>18. Payment of all fees and stamp duty under the Transaction Documents executed is done to the satisfaction of the Debenture Trustee. Such other information/documents, certification by Issuer's authorized representatives, opinion and instruments as may be required by the Debenture Trustee.</p>
<p>Conditions Subsequent to Disbursement</p>	<p>The Issuer shall fulfil the following conditions subsequent, to the satisfaction of the Debenture Trustee:</p> <ul style="list-style-type: none"> <li>(a) the Issuer shall ensure that the Debentures are allotted to the respective Debenture Holders and are credited into the demat accounts of the relevant Debenture Holders within the timelines prescribed under SEBI Listing Timelines Requirements;</li> <li>(b) the Issuer shall, on or prior to the utilisation of the Application Money received by the Issuer, or within 15 (fifteen) days of the allotment of the Debentures, whichever is earlier, file a return of allotment of securities under Form PAS-3 of the Companies (Prospectus and Allotment of Securities) Rules, 2014 with the ROC along with a list of the Debenture Holders and with the prescribed fee;</li> <li>(c) the Issuer shall in respect of the Transaction Security, file Form CHG-9 with the ROC and shall ensure and procure that the Debenture Trustee files the prescribed Form I with CERSAI and completes all required filings with the relevant information utility, each within 30 (thirty) days from the date of creation of the Transaction Security;</li> <li>(d) the Issuer shall make the application for listing of the Debentures and obtain listing of the Debentures within the time period prescribed under the SEBI Listing Timelines Requirements;</li> <li>(e) the Issuer shall within, 60 (sixty) calendar days from the Deemed Date of Allotment, furnish a certificate duly certified by an independent chartered accountant in respect of the utilisation of funds raised by the issue of the Debentures;</li> <li>(f) the Issuer shall on or prior to making the application for listing, provide copies of the due diligence certificates from the Debenture Trustee in accordance with Chapter II (<i>Due Diligence by Debenture Trustees</i>) of the SEBI Debenture Trustee Master Circular and the SEBI NCS Regulations, as may be required for obtaining the listing of the Debentures; and</li> <li>(g) comply with such other condition and provide such other information and documents as the Debenture Holders/Debenture Trustee may reasonably request, or as may be required under Applicable Law.</li> </ul> <p>The term sheet for the Issue prescribes as follows. This will be more particularly set out in the Transaction Documents.</p> <ol style="list-style-type: none"> <li>1. Certified true copy of the board resolution for the allotment of the Debentures, within 1 (one) Business Days of the Deemed Date of Allotment for Debentures.</li> </ol>

	<ol style="list-style-type: none"><li>2. Provide evidence that the Depository accounts of the Debenture Holders with the Depository have been credited with the Debentures within 2 (two) days from the Deemed Date of Allotment for Debentures.</li><li>3. Credit of the Debentures allotted to the demat account(s) of the Debenture Holders within 2 (two) Business Days from Deemed Date of Allotment for Debentures.</li><li>4. Filing of Form PAS-3 (as per the Act) being the return of allotment of Debentures with the Registrar of Companies along with payment of the requisite amount of fees as provided in the Companies (Registration Offices and Fees) Rules, 2014 within 15 (fifteen) days from the Deemed Date of Allotment for Debentures.</li><li>5. Payment of stamp duty on the Debentures.</li><li>6. Copy of Form PAS-5 being maintained by the Issuer in accordance with the Act, where the Issuer has recorded the names of the subscribers to the Debentures within 7 (seven) Business Days of Deemed Date of Allotment for Debentures.</li><li>7. An end-use certificate from an independent Chartered Accountant, certifying the heads under which funds have been utilized in accordance with Transaction Documents, within 45 days from the end of the quarter of the deemed date of allotment</li><li>8. Obtaining the no objection certificates from the existing lenders for creation of charge over the Receivables forming part of the Hypothecated Assets within 90 (ninety) days from the Deemed Date of Allotment of the Debentures</li><li>9. The Issuer shall have submitted a copy of filed Form CHG-9 (as per the Act) or such other form as may be prescribed with the relevant Registrar of Companies to be filed by the Issuer in relation to the Security created over the Hypothecated Assets, within timelines as mentioned in the Transaction Documents and in any case the form CHG-9 shall have been filed with the relevant Registrar of Companies by the Issuer within 30 (thirty) days of execution of Deed of Hypothecation for Debentures, together with the certificate of registration of charge obtained in relation to the same.</li><li>10. As applicable to the Issuer in accordance with the Applicable Law(s), relevant filings in the prescribed form to be made with an information utility registered with the Insolvency and Bankruptcy Board of India in accordance with Section 215 of the Insolvency Code and other regulations including the Insolvency and Bankruptcy Board of India (Information Utilities) Regulations, 2017.</li><li>11. Providing all the necessary assistance to the Debenture Trustee for filing of and registering with the Central Registry under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 for the exercise of the rights, powers and authority hereby conferred on the Debenture Trustee for effecting and perfecting the Security created or purported to be created under the Deed of Hypothecation for Debentures and for enforcement of such Security within the timeline stipulated under Applicable Law.</li><li>12. Obtaining the final listing approval from the Stock Exchange in respect of the Debentures (including but not limited to payment of all fees) and list the Debentures on the wholesale debt market segment of the Stock Exchange within 4 (four) working days from the issue closing date of the Debentures.</li><li>13. Any other document as required by the Debenture Trustee.</li></ol> <p>Any other document as required elsewhere under the Transaction Documents</p>
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Events of Default (including manner of voting /conditions of joining Inter Creditor Agreement)	<p>The term sheet for the Issue prescribes as follows. This will be more particularly set out in the Transaction Documents.</p> <p>Events which constitute an Event of Default are outlined here below and will be detailed in the Debenture Trust Deed. The consequences of occurrence of an Event of Default will be prescribed in the Debenture Trust Deed.</p> <ul style="list-style-type: none"> <li>• Failure to pay.</li> <li>• Non-adherence to Covenants; Financial Covenants and Additional Covenants.</li> <li>• Misrepresentation.</li> <li>• Cross default.</li> <li>• Any acceleration of debt repayments to any of the existing lenders in case of any breach of covenant</li> <li>• Failure to meet standards in two successive Discretionary Audits conducted by the trustee.</li> <li>• Revocation of business and operating license of the Issuer.</li> <li>• Failure to pay a final judgment or court order.</li> <li>• Bankruptcy, insolvency, re-organization, liquidation &amp; analogous events.</li> <li>• Any corporate action, legal proceedings or other procedure or step is taken in relation to - enforcement of any security over any assets of the Issuer or any affiliate.</li> <li>• Unlawfulness and repudiation.</li> <li>• Restructuring of any borrowing arrangement.</li> <li>• Enforcement proceedings initiated upon the order of any court or statutory authority that impinges the continued ongoing operations.</li> <li>• Occurrence of a material adverse change.</li> <li>• Moneys, if held, in trust by the Issuer for the benefit under the debenture trust deed are jeopardized for any reason whatsoever and the Issuer does not immediately make good the loss of such monies.</li> <li>• Any expropriation, attachment, sequestration, distress or execution affects any asset or assets of the Issuer or any affiliate having an aggregate value more than or equal to 10% of its net worth whichever is lesser and is not discharged within 15 days.</li> </ul>
Creation of recovery expense fund	The Issuer hereby undertakes and confirms that it shall, within the time period prescribed under Chapter IV ( <i>Recovery Expenses Fund</i> ) of the SEBI Debenture Trustees Master Circular, establish and maintain the Recovery Expense Fund in such manner/mode as is prescribed under Chapter IV ( <i>Recovery Expenses Fund</i> ) of the SEBI Debenture Trustees Master Circular.
Conditions for breach of covenants (as specified in Debenture Trust Deed)	Please refer sections named "Default Interest Rate" and "Events of Default".
Provisions related to Cross Default Clause	The term sheet for the Issue prescribes as follows. This will be more particularly set out in the Transaction Documents.

	<ul style="list-style-type: none"><li>a) Any Financial Indebtedness of the Issuer is not paid when due nor within any originally applicable grace period;</li><li>b) Any Financial Indebtedness of the Issuer is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of any actual/potential event of default or any other similar event (however described);</li><li>c) Any commitment for any Financial Indebtedness of the Issuer is cancelled or suspended by a creditor of the Issuer as a result of an event of default or any other similar event (however described);</li><li>d) Any creditor of the Issuer becomes entitled to declare any indebtedness of the Issuer due and payable prior to its specified maturity as a result of an event of default (however described);</li><li>e) A moratorium/suspension is declared in respect of any Financial Indebtedness of the Issuer.</li></ul>
<p>Role and Responsibilities of Debenture Trustee</p>	<p>The Debenture Trustee shall comply with all its roles and responsibilities as prescribed under Applicable Law and the Transaction Documents, including:</p> <ul style="list-style-type: none"><li>(a) the Debenture Trustee may, in relation to the DTD and the other Transaction Documents, act on the opinion or advice of or any information obtained from any solicitor, counsel, advocate, valuer, surveyor, broker, auctioneer, qualified accountant or other expert whether obtained by the Issuer or by the Debenture Trustee or otherwise;</li><li>(b) subject to the approval of the Debenture Holders by way of a Special Resolution passed at a meeting of the Debenture Holders held for determining the liability of the Debenture Trustee, the Debenture Trustee shall, as regards all trusts, powers, authorities and discretions, have the discretion as to the exercise thereof and to the mode and time of exercise thereof. In the absence of any fraud, gross negligence, willful misconduct or breach of trust the Debenture Trustee shall not be responsible for any loss, costs, charges, expenses or inconvenience that may result from the aforementioned exercise or non-exercise thereof. The Debenture Trustee shall not be bound to act at the request or direction of the Debenture Holders under any provisions of the Transaction Documents unless sufficient amounts shall have been provided or provision to the satisfaction of the Debenture Trustee has been made for providing such amounts and the Debenture Trustee is indemnified to its satisfaction against all further costs, charges, expenses and liability which may be incurred in complying with such request or direction;</li><li>(c) with a view to facilitating any dealing under any provisions of the DTD or the other Transaction Documents, subject to the Debenture Trustee obtaining the consent of the Majority Debenture Holders, the Debenture Trustee shall have the power to consent (where such consent is required) to a specified transaction or class of transactions (with or without specifying additional conditions);</li><li>(d) the Debenture Trustee shall not be responsible for the amounts paid by the Applicants for the Debentures;</li></ul>

	<p>(e) the Debenture Trustee shall not be responsible for acting upon any resolution purporting to have been passed at any meeting of the Debenture Holders in respect whereof minutes have been made and signed even though it may subsequently be found that there was some defect in the constitution of the meeting or the passing of the resolution or that for any reason the resolution was not valid or binding upon the Debenture Holders;</p> <p>(f) the Debenture Trustee and each receiver, attorney, manager, agent or other person appointed by it shall, subject to the provisions of the Companies Act, be entitled to be indemnified by the Issuer in respect of all liabilities and expenses incurred by them in the execution or purported execution of the powers and trusts thereof;</p> <p>(g) subject to the approval of the Debenture Holder(s) by way of a Special Resolution passed at a meeting of the Debenture Holder(s) held for determining the liability of the Debenture Trustee and in the absence of fraud, gross negligence, willful misconduct or breach of trust, the Debenture Trustee shall not be liable for any of its actions or deeds in relation to the Transaction Documents;</p> <p>(h) subject to the approval of the Debenture Holder(s) by way of Special Resolution passed at a meeting of the Debenture Holders held for determining the liability of the Debenture Trustee and in the absence of fraud, gross negligence, willful misconduct or breach of trust, the Debenture Trustee, shall not be liable for any default, omission or delay in performing or exercising any of the powers or trusts herein expressed or contained herein or in enforcing the covenants contained herein or in giving notice to any person of the execution hereof or in taking any other steps which may be necessary, expedient or desirable or for any loss or injury which may be occasioned by reason thereof unless the Debenture Trustee shall have been previously requested by notice in writing to perform, exercise or do any of such steps as aforesaid given in writing by the Majority Debenture Holder(s) or by a Majority Resolution duly passed at a meeting of the Debenture Holders. The Debenture Trustee shall not be bound to act at the request or direction of the Debenture Holders under any provisions of the Transaction Documents unless sufficient amounts shall have been provided or provision to the satisfaction of the Debenture Trustee has been made for providing such amounts and the Debenture Trustee is indemnified to its satisfaction against all further costs, charges, expenses and liability which may be incurred in complying with such request or direction;</p> <p>(i) notwithstanding anything contained to the contrary in the DTD, the Debenture Trustee shall before taking any action on behalf of the Debenture Holders or providing any consent on behalf of the Debenture Holders, obtain the written consent of the Majority Debenture Holders;</p> <p>(j) the Debenture Trustee shall forward to the Debenture Holders copies of any information or documents from the Issuer pursuant to the DTD within 2 (two) Business Days of receiving such information or document from the Issuer; and</p> <p>(k) the Debenture Trustee shall, until the Final Settlement Date, adhere to and comply with its obligations and responsibilities under Chapter X</p>
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	<p><i>(Breach of Covenants, Default and Remedies)</i> and Chapter IV <i>(Recovery Expenses Fund)</i> of the SEBI Debenture Trustees Master Circular.</p> <p>Please also refer to <b>Annexure VIII</b> <i>(Terms and Conditions of Debenture Trustee Agreement)</i> of this Key Information Document for the terms and conditions of the debenture trustee agreement.</p>
Risk factors pertaining to the issue	As set out in the General Information Document.
Governing Law and Jurisdiction	The Debentures and documentation will be governed by and construed in accordance with the laws of India and the parties submit to the exclusive jurisdiction of the courts in Kochi, India and as more particularly provided for in the Debenture Trust Deed. Notwithstanding anything stated earlier, the Debenture Trustee has the right to commence proceedings before any other court or forum in India.
Additional Disclosures (Security Creation)	<p>In the event of any delay in the execution of any Transaction Document (including the Debenture Trust Deed or the Deed of Hypothecation) or the creation of security in terms thereof, the Issuer will, at the option of the Debenture Holders, either:</p> <p>(a) if so required by the Debenture Holders, refund the Application Money together with interest (including interest accrued) at the Interest Rate/discharge the Secured Obligations; and/or</p> <p>(b) pay to the Debenture Holders additional interest at the rate of 2% (two percent) per annum on the Outstanding Principal Amounts in addition to the Interest Rate until the relevant Transaction Document is duly executed or the security is duly created in terms thereof or the Secured Obligations are discharged (whichever is earlier).</p>
Additional Disclosures (Default in Payment)	On the occurrence of an Event of Default (including a Payment Default), the Issuer agrees to pay additional interest at 2% (two percent) per annum above the Interest Rate on the Outstanding Principal Amounts, commencing from the date of occurrence of the Event of Default (including a Payment Default) until such Event of Default (including a Payment Default) is cured or the relevant Secured Obligations are repaid, on each Interest Payment Date occurring during the aforementioned period.
Additional Disclosures (Delay in Listing)	In the event there is any delay in listing of the Debentures beyond the Listing Period, the Issuer will pay to the Debenture Holders, penal interest of 1% (one percent) per annum over the Interest Rate, from the date of allotment of the Debentures until the listing of the Debentures is completed.

**Note:**

1. If there is any change in coupon rate pursuant to any event including lapse of certain time period or downgrade in rating, then such new coupon rate and the events which lead to such change should be disclosed.
2. The list of documents which has been executed in connection with the issue and subscription of debt securities shall be annexed.
3. While the debt securities are secured to the extent of hundred per cent of the amount of principal and interest amount or as per the terms of this Key Information Document, in favour of Debenture Trustee, it is the duty of the Debenture Trustee to monitor that the security is maintained.
4. The Issuer shall provide granular disclosures in this Key Information Document, with regards to the “Object of the Issue” including the percentage of the issue proceeds earmarked for each of the “object of the issue”.

### 3.11 Information pursuant to Regulation 50A(6) of the Debt Listing Regulations

Details of the offer of non-convertible securities in respect of which the key information document is being issued	Issue of 7,500 (seven thousand five hundred) rated, listed, senior, secured, redeemable, taxable, transferrable, non-convertible debentures denominated in INR, having a face value of INR 1,00,000 (Indian Rupees One Lakh) each and an aggregate face value of INR 75,00,00,000 (Indian Rupees Seventy Five Crore) on a private placement basis.  Please also refer to the information/details set out in Section 3.10 ( <i>Summary Terms</i> ) of this Key Information Document.
Financial information, if such information provided in the general information document is more than six months old	N.A. The limited review financial statements as on December 31, 2023 are set out in Annexure V ( <i>Latest Audited Financial Statements</i> ) of this Key Information Document. Please also refer to Section 2 ( <i>Financial Information</i> ) of this Key Information Document.
Material changes, if any, in the information provided in the general information document	NIL.
Any material developments not disclosed in the general information document, since the issue of the general information document relevant to the offer of non-	NIL.

<p>convertible securities in respect of which the key information document is being issued</p>																								
<p>Disclosures applicable in case of private placement of non-convertible securities as specified in schedule I, in case the second or subsequent offer is made during the validity of the shelf prospectus for which no general information document has been filed</p>	<p>N.A. The Issuer has filed the General Information Document pursuant to which the offer and issue of Debentures is being made under this Key Information Document.</p>																							
<p>Other: Consent of directors, auditors, bankers to issue, trustees, solicitors or advocates to the issue, legal advisors to the issue, lead managers to the issue, Registrar to the Issue, and lenders (if required, as per the terms of the agreement) and experts.</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center; width: 50%;">PARTICULARS</th> <th style="text-align: center; width: 50%;">CONSENT</th> </tr> </thead> <tbody> <tr> <td data-bbox="527 1031 857 1129">Directors</td> <td data-bbox="862 1031 1398 1129">The consent of the directors of the Issuer, to the extent required, have been or will be duly obtained.</td> </tr> <tr> <td data-bbox="527 1129 857 1228">Auditors</td> <td data-bbox="862 1129 1398 1228">The consent of the auditors of the Issuer, to the extent required, have been or will be duly obtained.</td> </tr> <tr> <td data-bbox="527 1228 857 1262">Bankers to issue</td> <td data-bbox="862 1228 1398 1262">Not applicable</td> </tr> <tr> <td data-bbox="527 1262 857 1360">Trustees</td> <td data-bbox="862 1262 1398 1360">The consent letter from the Debenture Trustee is provided in Annexure III of this Key Information Document.</td> </tr> <tr> <td data-bbox="527 1360 857 1459">Solicitors /Advocates</td> <td data-bbox="862 1360 1398 1459">The consent of the advocates of the Issuer, to the extent required, have been or will be duly obtained.</td> </tr> <tr> <td data-bbox="527 1459 857 1558">Legal Advisors</td> <td data-bbox="862 1459 1398 1558">The consent of the legal advisors of the Issuer, to the extent required, have been or will be duly obtained.</td> </tr> <tr> <td data-bbox="527 1558 857 1591">Lead Manager</td> <td data-bbox="862 1558 1398 1591">Not applicable.</td> </tr> <tr> <td data-bbox="527 1591 857 1656">Registrar</td> <td data-bbox="862 1591 1398 1656">The consent of the Registrar, to the extent required, has been or will be duly obtained.</td> </tr> <tr> <td data-bbox="527 1656 857 1755">Lenders</td> <td data-bbox="862 1656 1398 1755">The consent of the lenders of the Issuer, to the extent required, have been or will be duly obtained.</td> </tr> <tr> <td data-bbox="527 1755 857 1799">Experts</td> <td data-bbox="862 1755 1398 1799">The consent of the experts, to the extent required, have been or will be duly obtained.</td> </tr> </tbody> </table>		PARTICULARS	CONSENT	Directors	The consent of the directors of the Issuer, to the extent required, have been or will be duly obtained.	Auditors	The consent of the auditors of the Issuer, to the extent required, have been or will be duly obtained.	Bankers to issue	Not applicable	Trustees	The consent letter from the Debenture Trustee is provided in Annexure III of this Key Information Document.	Solicitors /Advocates	The consent of the advocates of the Issuer, to the extent required, have been or will be duly obtained.	Legal Advisors	The consent of the legal advisors of the Issuer, to the extent required, have been or will be duly obtained.	Lead Manager	Not applicable.	Registrar	The consent of the Registrar, to the extent required, has been or will be duly obtained.	Lenders	The consent of the lenders of the Issuer, to the extent required, have been or will be duly obtained.	Experts	The consent of the experts, to the extent required, have been or will be duly obtained.
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	Legal Advisors	The consent of the legal advisors of the Issuer, to the extent required, have been or will be duly obtained.																						
	Lead Manager	Not applicable.																						
	Registrar	The consent of the Registrar, to the extent required, has been or will be duly obtained.																						
Lenders	The consent of the lenders of the Issuer, to the extent required, have been or will be duly obtained.																							
Experts	The consent of the experts, to the extent required, have been or will be duly obtained.																							



## SECTION 4: TRANSACTION DOCUMENTS

### 4.1 Transaction Documents

The following documents shall be executed in relation to the Issue ("**Transaction Documents**"):

- (a) the Debenture Trustee Agreement, which will confirm the appointment of MITCON Credentia Trusteeship Services Limited as the Debenture Trustee ("**Debenture Trustee Agreement**");
- (b) the Debenture Trust Deed, which will set out the terms upon which the Debentures are being issued and shall include the representations and warranties and the covenants to be provided by the Issuer ("**Debenture Trust Deed**");
- (c) the Deed of Hypothecation whereby the Issuer will create a first ranking *pari passu* continuing charge by way of hypothecation over the Hypothecated Property in favour of the Debenture Trustee to secure its obligations in respect of the Debentures ("**Deed of Hypothecation**"); and
- (d) such other documents as agreed between the Issuer and the Debenture Trustee.

## SECTION 5: OTHER INFORMATION AND APPLICATION PROCESS

Please refer to Section 8 (*Other Information and Application Process*) of the General Information Document. The information to the extent required to be set out in this Key Information Document are as follows:

### 5.1 Issue Procedure

The disclosures required pursuant to the EBP Requirements are set out hereinbelow:

<b>Details of size of issue and green shoe option, if any</b>  <b>Provided that the green shoe portion shall not exceed five times the base issue size</b>	7,500 (seven thousand five hundred) rated, listed, senior, secured, redeemable, taxable, transferrable, non-convertible debentures denominated in INR, having a face value of INR 1,00,000 (Indian Rupees One Lakh) each and an aggregate face value of INR 75,00,00,000 (Indian Rupees Seventy Five Crore) on a private placement basis.  Green Shoe Option: N.A.
<b>Interest Rate Parament</b>	Fixed coupon (being 10% (ten percent) per annum payable monthly (fixed))
<b>Bid opening and closing date</b>	Bid opening date: April 24, 2024 Bid closing date: April 24, 2024
<b>Minimum Bid Lot</b>	100 (one hundred) Debentures (being INR 1,00,00,000 (Indian Rupees One Crore)), and in multiples of 1 (One) Debenture thereafter (being INR 1,00,000 (Indian Rupees One Lakh))
<b>Manner of bidding in the Issue</b>	Closed bidding
<b>Manner of allotment in the Issue</b>	Uniform Yield Allotment
<b>Manner of settlement in the Issue</b>	Pay-in of funds through ICCL.  The pay-in of the Application Money for the Debentures shall be made by way of transfer of funds from the bank account(s) of the Eligible Investors (whose bids have been accepted) as registered with the Electronic Book Provider into the account of the ICCL, as specified in this regard below.
<b>Settlement Cycle</b>	T+1 Settlement of the Issue will be on April 25, 2024.
<b>Cut-off yield</b>	To be disclosed in accordance with paragraph 5.4 of the SEBI EBP Requirements.

The account details of the ICCL are set out below:

#### *Account 1:*

Name of the Bank	ICICI BANK
IFSC Code	ICIC0000106

Account Number	ICCLEB
Name of the beneficiary	Indian Clearing Corporation Ltd

**Account 2:**

Name of the Bank	YES BANK
IFSC Code	YESB0CMSNOC
Account Number	ICCLEB
Name of the beneficiary	Indian Clearing Corporation Ltd

**Account 3:**

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

**5.2 Effect of Holidays**

- (a) If any Due Date on which any interest or additional interest is payable falls on a day which is not a Business Day, the payment to be made on such Due Date shall be made on the succeeding Business Day.
- (b) If any Due Date on which any Outstanding Principal Amounts are payable falls on a day which is not a Business Day, the payment to be made on such Due Date shall be made on the preceding Business Day.
- (c) If the Final Redemption Date or any other date on which the Debentures are redeemed in full (including in accordance with the provisions on optionally accelerated redemption under the DTD (please refer to the section named "*Optionally Accelerated Redemption*" in Section 3.10 (*Summary Terms*) of this Key Information Document)) falls on a day which is not a Business Day, the payment of any amounts in respect of any interest and Outstanding Principal Amounts to be made shall be made on the preceding Business Day.

**5.3 Tax Deduction at Source**

- (a) All payments to be made by the Issuer to the Debenture Holders under the Transaction Documents shall be made after deduction of tax pursuant to Applicable Law.
- (b) If the Issuer is required to make a Tax Deduction, it shall make that Tax Deduction and any payment required in connection with that Tax Deduction within the time allowed and in the minimum amount required by Applicable Law.
- (c) Within the earlier of (A) 60 (sixty) days of making either a Tax Deduction or any payment required in connection with that Tax Deduction or (B) 60 (sixty) days of each Due Date, the Issuer shall deliver to the Debenture Trustee evidence reasonably satisfactory to the Debenture Trustee that the Tax Deduction has been made or (as applicable) any appropriate payment paid to the relevant taxing authority.

**5.4 Deemed Date of Allotment**

All the benefits under the Debentures will accrue to the Investor from the specified Deemed Date of Allotment. The Deemed Date of Allotment for the Issue is April 25, 2024 by which date the Investors would be intimated of allotment.

#### **5.5 Record Date**

The Record Date will be 7 (seven) calendar days prior to any Due Date.

#### **5.6 Interest on Application Money**

- (a) Interest at 12% (twelve percent) per annum, subject to deduction of tax at source in accordance with Applicable Law, will be paid by the Issuer on the Application Money to the Applicants from the date of receipt of such Application Money up to 1 (one) day prior to the Deemed Date of Allotment for all valid applications, within 5 (five) Business Days from the Deemed Date of Allotment. Where pay-in date of the Application Money and the Deemed Date of Allotment are the same, no interest on Application Money will be payable.
- (b) Where the entire subscription amount has been refunded, the interest on Application Money will be paid along with the refunded amount to the bank account of the Applicant as described in the Application Form by electronic mode of transfer such as (but not limited to) RTGS/NEFT/direct credit.
- (c) Where an Applicant is allotted a lesser number of Debentures than applied for, the excess amount paid on application will be refunded to the Applicant in the bank account of the Applicant as described in the Application Form towards interest on the refunded money by electronic mode of transfer like RTGS/NEFT/direct credit. Details of allotment will be sent to each successful Applicant.

## SECTION 6: UNDERTAKING

Please refer to Section 9 (*Undertaking*) of the General Information Document for the undertakings provided by the Issuer pursuant to the SEBI ILNCS Regulations and the relevant SEBI Listed Debentures Circulars. The undertakings to the extent required to be set out in this Key Information Document are as follows:

(1) **UNDERTAKING ON CREATION OF SECURITY PURSUANT TO REGULATION 48(2) OF THE SEBI ILNCS REGULATIONS**

The Issuer hereby undertakes that in respect of the assets on which charge is proposed to be created as security for the Debentures to meet the Security Cover is a first ranking *pari passu* continuing charge and all permissions or consents to create a second or *pari-passu* charge on the assets of the Issuer has been obtained from existing creditors of the Issuer to whom the assets are charged, prior to creation of the charge under the Transaction Documents.

(2) **DISCLOSURES PURSUANT TO CHAPTER II (*DUE DILIGENCE BY DEBENTURE TRUSTEES*) OF THE SEBI DEBENTURE TRUSTEES MASTER CIRCULAR**

(a) **Details of assets, movable property and immovable property on which charge is proposed to be created**

Movable assets comprising gold loan receivables and current assets of the Issuer.

(b) **Title deeds (original/ certified true copy by issuers/ certified true copy by existing charge holders, as available) or title reports issued by a legal counsel/ advocates, copies of the relevant agreements/ Memorandum of Understanding**

No title deeds are applicable or available for movable assets comprising receivables from loans provided by the Issuer over which security is proposed to be created by the Issuer. The details of the underlying loan agreements (if any) will be provided in accordance with the Deed of Hypothecation.

(c) **Copy of evidence of registration with Sub-registrar, Registrar of Companies, Central Registry of Securitization Asset Reconstruction and Security Interest (CERSAI) etc**

The details of the charge created over the movable assets comprising receivables from loans provided by the Issuer over which security is proposed to be created by the Issuer under the Deed of Hypothecation will be reported to the relevant registrar of companies and the Central Registry of Securitisation Asset Reconstruction and Security Interest (CERSAI) within the timelines prescribed under Applicable Law. As the charge is being created over movable assets, no filings are required to be made with any sub-registrar.

(d) **For unencumbered assets, an undertaking that the assets on which charge is proposed to be created are free from any encumbrances**

Not Applicable.

(e) **For encumbered assets, on which charge is proposed to be created, the following consents along-with their validity as on date of their submission:**

(i) **Details of existing charge over the assets along with details of charge holders, value/ amount, copy of evidence of registration with Sub-registrar, Registrar**

of Companies, CERSAI, Information Utility (IU) registered with Insolvency and Bankruptcy Board of India (IBBI) etc. as applicable:

The required consents/NOCs have been obtained by MMFL and have been submitted to the Debenture Trustee.

- (ii) Consent/ No-objection certificate (NOC) from existing charge holders for further creation of charge on the assets or relevant transaction documents wherein existing charge holders have given conditional consent/ permission to the Issuer to create further charge on the assets, along-with terms of such conditional consent/ permission, if any:

The required consents/NOCs have been obtained by MMFL and have been submitted to the Debenture Trustee.

- (iii) Consent/ NOC from existing unsecured lenders, in case, negative lien is created by Issuer in favour of unsecured lenders:

Not Applicable

- (f) **In case of personal guarantee or any other document/letter with similar intent is offered as security or a part of security:** Not Applicable

- (i) Details of guarantor viz. relationship with the Issuer
- (ii) Net worth statement (not older than 6 months from the date of debenture trustee agreement) certified by a chartered accountant of the guarantor.
- (iii) List of assets of the guarantor including undertakings/ consent/ NOC as per para (d) and (e) above.
- (iv) Conditions of invocation of guarantee including details of put options or any other terms and conditions which may impact the security created.
- (v) List of previously entered agreements for providing guarantee to any other person along with an undertaking that there are no agreements other than those provided in the list, if any.

- (g) **In case of corporate guarantee or any other document/ letter with similar intent is offered as security or a part of security:** Not Applicable

- (i) Details of guarantor viz. holding/ subsidiary/ associate company etc.: Not Applicable
- (ii) Audited financial statements (not older than 6 months from the date of debenture trustee agreement) of guarantor including details of all contingent liabilities: Not Applicable
- (iii) List of assets of the guarantor along-with undertakings/ consent/ NOC as per para 2.1(b) and 2.1(c) above: Not Applicable

- (iv) Conditions of invocation of guarantee including details of put options or any other terms and conditions which may impact the security created: Not Applicable
- (v) Impact on the security in case of restructuring activity of the guarantor: Not Applicable
- (vi) Undertaking by the guarantor that the guarantee shall be disclosed as “contingent liability” in the “notes to accounts” forming part of the financial statements of the guarantor: Not Applicable
- (vii) Copy of Board resolution of the guarantor for the guarantee provided in respect of the debt securities of the Issuer: Not Applicable
- (viii) List of previously entered agreements for providing guarantee to any other person along with an undertaking that there are no agreements other than those provided in the list, if any: Not Applicable
- (h) **In case of any other contractual comforts/ credit enhancements provided for or on behalf of the issuer, it shall be required to be legal, valid and enforceable at all times, as affirmed by the issuer. In all other respects, it shall be dealt with as specified above with respect to guarantees:** Not Applicable.
- (i) **In case securities (equity shares etc.) are being offered as security then a holding statement from the depository participant along-with an undertaking that these securities shall be pledged in favour of debenture trustee(s) in the depository system:** Not Applicable.
- (j) **Details of any other form of security being offered viz. Debt Service Reserve Account etc.:** Not Applicable.
- (k) **Any other information, documents or records required by debenture trustee with regard to creation of security and perfection of security:** Not Applicable.
- (l) **Declaration:** The Issuer declares that any Debentures issued pursuant to the General Information Document (and this Key Information Document) 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.
- (m) **Terms and conditions of debenture trustee agreement including fees charged by debenture trustees(s):** Please refer the consent letter of the Debenture Trustee for terms and conditions of the appointment of the Debenture Trustee and fee of the Debenture Trustee.
- (n) **Details of security to be created:** Please refer section named "*Security (Including description, type of security, type of charge, likely date of creation of security, minimum security cover, revaluation, replacement of security)*" in Section 3.10 (*Summary Terms*) of this Key Information Document.
- (o) **Process of due diligence carried out by the debenture trustee:** The Debenture Trustee has carried out due diligence in accordance with the manner prescribed in Chapter II (*Due Diligence by Debenture Trustees*) of the SEBI Debenture Trustee Operational Circular. The due diligence broadly includes the following:

- (i) A chartered accountant appointed by the Debenture Trustee will be conducting an independent due diligence as per scope provided by the Debenture Trustee and the information provided by the Issuer in respect of the security being provided by the Issuer in respect of the Debentures.
- (ii) The chartered accountant will verify and ensure that the assets provided by the Issuer for creation of security are free from any encumbrances or necessary permission or consent has been obtained from existing charge holders.
- (iii) Periodical due diligence will be carried out by the Debenture Trustee in accordance with the SEBI (Debenture Trustees) Regulations, 1993 and the relevant circulars issued by SEBI from time to time (including the SEBI Debenture Trustee Operational Circular) as per the nature of security provided by the Issuer in respect of the Debentures.
- (iv) The Debenture Trustee will issue such necessary certificate(s) in relation to the due diligence carried out by it and such certificate(s) will be available on Stock Exchanges from time to time for information of the Debenture Holders.

Even though the Debentures are to be secured to the extent of at least 100% of the principal and interest amount or as per the terms of this Placement Memorandum, in favor of the Debenture Trustee, the recovery of 100% of the amount shall depend on the market scenario prevalent at the time of enforcement of the security.

Due diligence will be carried out for maintenance of the prescribed security cover depending on information provided by the Issuer and the chartered accountant appointed by the Debenture Trustee or the Debenture Trustee will not be responsible for misinformation provided by Issuer.

- (p) **Due diligence certificate as per the format specified in Annexure IIA:** Enclosed as Annexure VII of this Key Information Document.
- (q) **Due diligence certificate as per the format specified in Schedule IV of the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021:** Enclosed as Annexure VII of this Key Information Document.

For **Muthoottu Mini Financiers Limited**

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Authorised Signatory  
Name: Smitha K S  
Title: Company Secretary  
Place: Kochi, India  
Date: April 22, 2024



## SECTION 7: FORM NO. PAS-4 PRIVATE PLACEMENT OFFER CUM APPLICATION LETTER

Addressed to: [ ]  
Serial No: [ ]

### FORM NO PAS-4 PRIVATE PLACEMENT OFFER CUM APPLICATION LETTER ("PPOA")

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

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

**Issue of 7,500 (seven thousand five hundred) rated, listed, senior, secured, redeemable, taxable, transferrable, non-convertible debentures denominated in INR, having a face value of INR 1,00,000 (Indian Rupees One Lakh) each and an aggregate face value of INR 75,00,00,000 (Indian Rupees Seventy Five Crore) on a private placement basis.**

### PART A

#### 7.1 General Information:

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

Issuer / Company:	Muthoottu Mini Financiers Limited
Registered Office:	65/623-K, Muthoottu Royal Towers, Kaloor, Kochi, Kerala - 682017
Corporate Office:	65/623-K, Muthoottu Royal Towers, Kaloor, Kochi, Kerala - 682017
Telephone No.:	+91 484 291 2100
Website:	www.muthoottumini.com
Fax:	N.A.
Contact Person:	Smitha KS
Email:	ks.smitha@muthoottumini.com

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

March 18, 1998

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

The Company is a non-deposit taking systemically important NBFC in the gold loan sector lending money against the pledge of household gold jewellery ("Gold Loans") in the state of Kerala, Tamil Nadu, Karnataka, Andhra Pradesh, Telangana, Haryana, Maharashtra, Gujarat, Delhi, Uttar Pradesh, Goa and the union territory of Puducherry, which constitutes 93% of Assets under management.

The Company offers micro finance loans which are targeted to economically active, married women, having regular cash flow from certain income generating activities, including but not limited to, self-managed business, vegetable vendors and tailoring business, constituting 5% of the total loan portfolio.

The Company also undertakes the following the business initiatives on agency/commission basis.

Money Transfer Business, Insurance (both life insurance and general insurance category under IRDA license no. CA0122), DP Services (registration number IN-DP- CDSL-660-2012 issued by SEBI), Travel Agency services, PAN card related services, Consignee services for sale of bullion and jewellery.

**Branch details:**

As of the date of the Key Information Document/PPOA, the Company has 892 branches.

**Subsidiary details:**

As of the date of the Key Information Document/PPOA, the Company has no subsidiary.

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

Name	Designation	Experience
Mathew Muthoottu	Managing Director	He has been a director of our Company since March 7, 2008 and is responsible for business promotion, expansion and brand building activities of our Company.
Nizzy Mathew	Whole Time Director	She has been a director of our Company since its incorporation and is responsible for overall management of the Company.

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

Name	Address	DIN	Occupation
Nizzy Mathew- Chairman and Wholetime Director	Muthoottu House, Kozhencherry, Pathanamthitta – 689 641, Kerala, India	01680739	Business
Mathew Muthoottu- Managing Director	Muthoottu House, Kozhencherry, Pathanamthitta – 689 641, Kerala, India	01786534	Business

Manoj Kumar R-Independent Director	31/988Q, Souparnika Panorama Enclave, Lane 1, Subhash Chandra Bose Road, Vyttila, SO, Ernakulam, Kerala, 682019	9357326	Practicing Chartered Accountant
Rajagopal M.S-Independent Director	Sreemangalam, Ambedkar Colony, Thiruvvarppu P.O., Kottayam – 686 020, Kerala, India	08114376	Practicing Lawyer
Mampuzha Mathew Herbert	Nilgiri, 45/126, Correya Road, Pachalam, Ernakulam Pachalam, Ernakulam, Kerala 682012	00640728	Practicing Chartered Accountant

**7.2 MANAGEMENT'S PERCEPTION OF RISK FACTORS:**

Please refer to Section 3 of the General Information Document.

**7.3 RISKS RELATED TO THE BUSINESS OF THE ISSUER**

Please refer to Section 3 of the General Information Document.

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

- (i) Statutory Dues: Nil
- (ii) Debentures and interest thereon: Nil
- (iii) Deposits and interest thereon: Nil
- (iv) Loan from any bank or financial institution and interest thereon: Nil

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

Name: Smitha KS  
Designation: Company Secretary  
Address: 65/623-K, Muthoottu Royal Towers, Kaloor, Kochi – 682017  
Phone No.: +91 484 291 2178  
Email: [ks.smitha@muthoottumini.com](mailto:ks.smitha@muthoottumini.com)

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

NIL

**7.7 Particulars of the Offer:**

<b>Financial position of the Company for the last 3 (three) financial years</b>	Please refer to <b>CHAPTER A</b> of this Private Placement Offer cum Application Letter.
<b>Date of passing of Board Resolution</b>	Resolutions dated April 17, 2024 of the board of directors of the Issuer.
<b>Date of passing of resolution in the general meeting, authorizing the offer of securities</b>	Shareholders resolutions dated December 14, 2022 and under Section 180(1)I and Section 180(1)(a) of the Companies Act, 2013.
<b>Kind of securities offered (i.e. whether share or debenture) and class of security; the total number of shares or other securities to be issued</b>	7,500 (seven thousand five hundred) rated, listed, senior, secured, redeemable, taxable, transferrable, non-convertible debentures, having a face value of INR 1,00,000 (Indian Rupees One Lakh) each and an aggregate face value of INR 75,00,00,000 (Indian Rupees Seventy Five Crore).
<b>Price at which the security is being offered, including the premium if any, along with justification of the price</b>	<p>The Debentures are being offered at a face value of INR 1,00,000 (Indian Rupees One Lakh) per Debenture.</p> <p>Not applicable as each Debenture is a non-convertible debt instrument which is being offered at a face value of INR 1,00,000 (Indian Rupees One Lakh) per Debenture.</p>
<b>Name and address of the valuer who performed valuation of the security offered, and basis on which the</b>	Not applicable as the Debentures are being offered at a face value of INR 1,00,000 (Indian Rupees One Lakh) per Debenture.

<p><b>price has been arrived at along with report of the registered valuer</b></p>	
<p><b>Relevant date with reference to which the price has been arrived at [Relevant Date means a date at least 30 days prior to the date on which the general meeting of the Company is scheduled to be held]</b></p>	<p>Not applicable as each Debenture is a non-convertible debt instrument which is being issued at a face value of INR 1,00,000 (Indian Rupees One Lakh) per Debenture.</p>
<p><b>The class or classes of persons to whom the allotment is proposed to be made</b></p>	<p>Please refer to '<i>Eligible Investors</i>' under Section 8.14 of the General Information Document.</p>
<p><b>Intention of promoters, directors or key managerial personnel to subscribe to the offer (applicable in case they intend to subscribe to the offer) [Not required in case of issue of non-convertible debentures]</b></p>	<p>Not applicable as each Debenture is a non-convertible debt instrument which is being issued at a face value of INR 1,00,000 (Indian Rupees One Lakh) per Debenture.</p>
<p><b>The proposed time within which the</b></p>	<p>The Debentures will be deemed to be allotted on April 25, 2024 ("<b>Deemed Date of Allotment</b>"), and the Issuer will ensure that the Debentures are credited into the demat accounts of the holders of the Debentures ("<b>Debenture Holders</b>") within the timelines prescribed under the SEBI Listing Timelines Requirements, each in</p>

<p><b>allotment shall be completed</b></p>	<p>accordance with the debenture trust deed ("DTD") to be entered into between the Issuer and the debenture trustee ("<b>Debenture Trustee</b>").</p>																													
<p><b>The names of the proposed allottees and the percentage of post private placement capital that may be held by them [Not applicable in case of issue of non-convertible debentures]</b></p>	<p>Not applicable as each Debenture is a non-convertible debt instrument which is being issued at a face value of INR 1,00,000 (Indian Rupees One Lakh) per Debenture.</p>																													
<p><b>The change in control, if any, in the company that would occur consequent to the private placement</b></p>	<p>No change in control would occur consequent to this private placement as the Debentures are non-convertible debt instruments.</p>																													
<p><b>The number of persons to whom allotment on preferential basis / private placement / rights issue has already been made during the year, in terms of securities as well as price</b></p>	<p>The details of allotment on preferential basis/private placement/rights issue already been made during the year is as follows:</p> <table border="1" data-bbox="483 1129 1367 1887"> <thead> <tr> <th data-bbox="483 1129 548 1287">S. No.</th> <th data-bbox="548 1129 686 1287">Number of securities allotted</th> <th data-bbox="686 1129 849 1287">Type of securities allotted</th> <th data-bbox="849 1129 971 1287">Face value of each security (in INR)</th> <th data-bbox="971 1129 1141 1287">Aggregate value of securities (in INR)</th> <th data-bbox="1141 1129 1367 1287">Preferential basis/private placement/rights issue</th> </tr> </thead> <tbody> <tr> <td data-bbox="483 1287 548 1476">1.</td> <td data-bbox="548 1287 686 1476">20,000</td> <td data-bbox="686 1287 849 1476">Unsecured Redeemable Unlisted Non-Convertible Debentures</td> <td data-bbox="849 1287 971 1476">1000</td> <td data-bbox="971 1287 1141 1476">2,00,00,000</td> <td data-bbox="1141 1287 1367 1476">Private Placement</td> </tr> <tr> <td data-bbox="483 1476 548 1759">2.</td> <td data-bbox="548 1476 686 1759">4,900</td> <td data-bbox="686 1476 849 1759">Rated, senior, secured, listed, transferable, redeemable, non-convertible debentures</td> <td data-bbox="849 1476 971 1759">1,00,000</td> <td data-bbox="971 1476 1141 1759">49,00,00,000</td> <td data-bbox="1141 1476 1367 1759">Private Placement</td> </tr> <tr> <td data-bbox="483 1759 548 1887">3</td> <td data-bbox="548 1759 686 1887">5,000</td> <td data-bbox="686 1759 849 1887">Rated, senior, secured, listed,</td> <td data-bbox="849 1759 971 1887">1,00,000</td> <td data-bbox="971 1759 1141 1887">50,00,00,000</td> <td data-bbox="1141 1759 1367 1887">Private Placement</td> </tr> </tbody> </table>						S. No.	Number of securities allotted	Type of securities allotted	Face value of each security (in INR)	Aggregate value of securities (in INR)	Preferential basis/private placement/rights issue	1.	20,000	Unsecured Redeemable Unlisted Non-Convertible Debentures	1000	2,00,00,000	Private Placement	2.	4,900	Rated, senior, secured, listed, transferable, redeemable, non-convertible debentures	1,00,000	49,00,00,000	Private Placement	3	5,000	Rated, senior, secured, listed,	1,00,000	50,00,00,000	Private Placement
S. No.	Number of securities allotted	Type of securities allotted	Face value of each security (in INR)	Aggregate value of securities (in INR)	Preferential basis/private placement/rights issue																									
1.	20,000	Unsecured Redeemable Unlisted Non-Convertible Debentures	1000	2,00,00,000	Private Placement																									
2.	4,900	Rated, senior, secured, listed, transferable, redeemable, non-convertible debentures	1,00,000	49,00,00,000	Private Placement																									
3	5,000	Rated, senior, secured, listed,	1,00,000	50,00,00,000	Private Placement																									

			transferable, redeemable, non-convertible debentures							
	4	5000	Rated, senior, secured, listed, transferable, redeemable, non-convertible debentures	1,00,000	50,00,00,000	Private Placement				
	5	80000	Equity Shares	100	3,00,00,000 (including premium of Rs 2,20,00,000)	Private Placement				
<b>The justification for the allotment proposed to be made for consideration other than cash together with valuation report of the registered valuer</b>	Not applicable as each Debenture is a non-convertible debt instrument which is being issued at a face value of INR 1,00,000 (Indian Rupees One Lakh) per Debenture.									
<b>Amount, which the Company intends to raise by way of proposed offer of securities</b>	Up to INR 75,00,00,000 (Indian Rupees Seventy Five Crore)									
<b>Terms of raising of securities:</b>	<table border="1"> <tr> <td>Duration, if applicable:</td> <td>36 (thirty six) months from the Deemed Date of Allotment.</td> </tr> <tr> <td></td> <td>The proposed interest payment and redemption schedules are set out in Annexure VI (<i>Illustration of Bond Cash Flows</i>) (subject to adjustments for Business Day Convention) of the Key Information Document.</td> </tr> </table>						Duration, if applicable:	36 (thirty six) months from the Deemed Date of Allotment.		The proposed interest payment and redemption schedules are set out in Annexure VI ( <i>Illustration of Bond Cash Flows</i> ) (subject to adjustments for Business Day Convention) of the Key Information Document.
Duration, if applicable:	36 (thirty six) months from the Deemed Date of Allotment.									
	The proposed interest payment and redemption schedules are set out in Annexure VI ( <i>Illustration of Bond Cash Flows</i> ) (subject to adjustments for Business Day Convention) of the Key Information Document.									

	Rate of Interest or Coupon:	10% (ten percent) per annum payable monthly (fixed)
	Mode of Payment	Electronic clearing services (ECS)/credit through RTGS system/funds transfer, wherein the subscription amounts on the Debentures issued by the Issuer should be paid into the account details set out in Section 5.1 of the Key Information Document.
	Mode of Repayment	All interest, principal repayments, penal interest and other amounts, if any, payable by the Issuer to the Debenture Holders shall be paid to the Debenture Holders by electronic mode of transfer like RTGS/NEFT/direct credit to such bank account within India as the Debenture Holders' inform the Issuer in writing and which details are available with the Registrar. Credit for all payments will be given only on realisation.
<b>Proposed time schedule for which the Issue/Offer Letter is valid</b>	Issue Open Date: April 24, 2024 Issue Closing Date: April 24, 2024 Pay-in Date: April 25, 2024 Deemed Date of Allotment: April 25, 2024	
<b>Purpose and objects of the Issue/Offer</b>	Please refer Section 3.10 ( <i>Summary Terms</i> ) of the Key Information Document.	
<b>Contribution being made by the promoters or directors either as part of the offer or separately in furtherance of such objects</b>	Nil	
<b>Principal terms of assets charged as security, if applicable</b>	Please refer section named " <i>Security (Including description, type of security, type of charge, likely date of creation of security, minimum security cover, revaluation, replacement of security)</i> " in Section 3.10 ( <i>Summary Terms</i> ) of the Key Information Document.	
<b>The details of significant and material orders passed by the Regulators,</b>	Nil	



<b>Courts and Tribunals impacting the going concern status of the Company and its future operations</b>					
<b>The pre-issue and post-issue shareholding pattern of the Company in the following format:</b>					
S. No.	Category	Pre-issue		Post-issue	
		No. of shares held	Percentage (%) of shareholding	No. of Shares held	% of share holding
<b>A</b>	<b>Promoters' holding</b>				
	<b>Indian</b>				
1	Individual	1,91,34,353	76.68%	19214353	76.76%
	Bodies Corporate	58,18,181	23.32%	58,18,181	23.24%
	<b>Sub-total</b>	24,952,534	100%	25032534	100%
2	<b>Foreign promoters</b>	Nil	Nil	Nil	Nil
	<b>Sub-total (A)</b>	Nil	Nil	Nil	Nil
<b>B</b>	<b>Non-promoters' holding</b>				
1.	Institutional Investors	Nil	Nil	Nil	Nil
2.	Non-Institutional Investors	Nil	Nil	Nil	Nil
	Private Corporate Bodies including Foreign Companies	Nil	Nil	Nil	Nil
	Directors and relatives	Nil	Nil	Nil	Nil
	Indian public	5	Negligible	5	Negligible
	Others (including Non-resident Indians and Non-Promotor- Non Public shareholding)	Nil	Nil	Nil	Nil
	<b>Sub-total (B)</b>	5	Negligible	5	Negligible

	<b>GRAND TOTAL</b>	24952539	100%	25032539	100%	
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**7.8 Mode of payment for subscription:**

- ( ) Cheque  
( ) Demand Draft  
(x) Other Banking Channels

**7.9 Disclosure with regard to interest of directors, litigation, etc:**

<b>Any financial or other material interest of the directors, promoters or key managerial personnel in the offer/ Issue and the effect of such interest in so far as it is different from the interests of other persons</b>	NIL																								
<b>Details of any litigation or legal action pending or taken by any Ministry or Department of the Government or a statutory authority against any promoter of the Company during the last 3 (three) years immediately preceding the year of the issue of this private placement offer cum application letter and any direction issued by such Ministry or Department or statutory authority upon conclusion of such litigation or legal action shall be disclosed</b>	NIL																								
<b>Remuneration of directors (during the current year and last 3 (three) financial years)</b>	<p>The following table sets forth the remuneration (which includes sitting fees) paid by our Company to our Directors during last three financial year:</p> <p style="text-align: right;"><i>(₹ in lakhs)</i></p> <table border="1"> <thead> <tr> <th>Name</th> <th>2023-24</th> <th>2022-23</th> <th>2021-22</th> </tr> </thead> <tbody> <tr> <td>Mathew Muthoottu</td> <td>271.50</td> <td>264.00</td> <td>239.00</td> </tr> <tr> <td>Nizzy Mathew</td> <td>180.00</td> <td>180.00</td> <td>180.00</td> </tr> <tr> <td>Rajagopal M.S.</td> <td>4.55</td> <td>3.10</td> <td>3.15</td> </tr> <tr> <td>Jose Paul Maliakal</td> <td>3.40</td> <td>1.75</td> <td>2.55</td> </tr> <tr> <td>John V George**</td> <td>NA</td> <td>NA</td> <td>0.45</td> </tr> </tbody> </table>	Name	2023-24	2022-23	2021-22	Mathew Muthoottu	271.50	264.00	239.00	Nizzy Mathew	180.00	180.00	180.00	Rajagopal M.S.	4.55	3.10	3.15	Jose Paul Maliakal	3.40	1.75	2.55	John V George**	NA	NA	0.45
Name	2023-24	2022-23	2021-22																						
Mathew Muthoottu	271.50	264.00	239.00																						
Nizzy Mathew	180.00	180.00	180.00																						
Rajagopal M.S.	4.55	3.10	3.15																						
Jose Paul Maliakal	3.40	1.75	2.55																						
John V George**	NA	NA	0.45																						

	<table border="1" data-bbox="699 176 1425 212"> <tr> <td data-bbox="699 176 899 212">Manoj Kumar R<sup>#</sup></td> <td data-bbox="899 176 1062 212">3.20</td> <td data-bbox="1062 176 1276 212">1.55</td> <td data-bbox="1276 176 1425 212">1.25</td> </tr> </table> <p data-bbox="646 268 1476 323"><i>**John V George was appointed as Additional Director in the Meeting of Board of Directors held on March 22, 2021 and his tenure as additional Director ended on 30-09-2021.</i></p> <p data-bbox="646 348 1476 449"><i>#Manoj Kumar R was appointed as additional director by the board on 01-10-2021 and his appointment was regularised as a non-executive director by the members of the company at the AGM held on 30/09/2022 and he has been appointed as an independent director in the EGM held on 13-03-2023 for a period commencing from 01-04-2023 to 30-09-2026.</i></p>	Manoj Kumar R <sup>#</sup>	3.20	1.55	1.25
Manoj Kumar R <sup>#</sup>	3.20	1.55	1.25		
<p><b>Related party transactions entered during the last 3 (three) financial years immediately preceding the year of issue of this private placement offer cum application letter including with regard to loans made or, guarantees given or securities provided</b></p>	<p>Please refer to <b>CHAPTER C</b> of this Private Placement Offer cum Application Letter.</p>				
<p><b>Summary of reservations or qualifications or adverse remarks of auditors in the last 5 (five) financial years immediately preceding the year of issue of this private placement offer cum application letter and of their impact on the financial statements and financial position of the Company and the corrective steps taken and proposed to be taken by the Company for each of the said reservations or qualifications or adverse remark</b></p>	<p>Nil</p>				
<p><b>Details of any inquiry, inspections or investigations initiated or conducted under the Companies Act or any previous company law in the last 3 (three) years immediately preceding the year of circulation of this private placement offer cum application letter in the case of the Company and all of its subsidiaries and if there were any prosecutions filed (whether pending or not) fines</b></p>	<p>Our Company received a letter dated April 29, 2021 from the RoC (“Letter”), in relation to an inspection proposed to be conducted under Section 206 (5) of the Companies Act (“Inspection”). In this regard the Central Government has appointed the RoC, along with Deputy Official Liquidator, Kerala and the Regional Director, Ministry of Corporate Affairs (SR), Chennai as inspector to carry out the proposed Inspection (“Inspector”). The Inspector vide Letter has sought certain information and documents, inter alia Audited Financial Statements for last five years, Memorandum of Association, Articles of Association, and shareholding pattern from our Company. Our Company, vide its letter dated May 14, 2021, has submitted that owing to State-wide lockdown effective from May 8, 2021 to May 16, 2021 and the travel restrictions imposed by the Kerala Government to contain COVID 19, the Company was unable to physically submit the information and documents required. Further, our Company vide its letter dated June 11, 2021 has submitted all the documents and certain information mentioned in the Letter. The Company further received letter</p>				

<b>imposed, compounding of offences in the last 3 (three) years immediately preceding the year of this private placement offer cum application letter and if so, section-wise details thereof for the Company and all of its subsidiaries</b>	dated September 23, 2021 from RoC, proposing visit of the inspecting officer who visited the Company on October 6, 2021. The inspecting officer perused records and also took extracts of minutes and other ROC filed documents. The Company subsequently received a letter dated 30-09-2022 from RoC Kerala advising the company to submit para-wise reply to the matters raised in the said inspection report pertaining to financial year 2014-15 and 2015-16. The company submitted the detailed reply with the relevant annexures on 30-12-2022. The matter is currently pending.
<b>Details of acts of material frauds committed against the Company in the last 3 (three) years, if any, and if so, the action taken by the company</b>	As set out in Section 5.23 of the General Information Document.

### 7.10 Financial Position of the Company:

The capital structure of the company in the following manner in a tabular form as on 31-12-2023:

<b>The authorized, issued, subscribed and paid up capital (number of securities, description and aggregate nominal value)</b>	<b>Share Capital</b>	<b>No. of Securities</b>	<b>Amount (in Rs.)</b>
	<b>Authorised</b>		
	Equity Share Capital	3,25,00,000	3,25,00,00,000
	Preference Share Capital	Nil	Nil
	<b>TOTAL</b>	3,25,00,000	3,25,00,00,000
	<b>Issued Capital</b>		
	Equity Share Capital	2,50,32,539	2,50,32,53,900
	Preference Share Capital	Nil	Nil
	<b>TOTAL</b>	2,50,32,539	2,50,32,53,900
	<b>Subscribed and Fully Paid-up</b>		
	Equity Share Capital	2,50,32,539	2,50,32,53,900
	Preference Share Capital	Nil	Nil
	<b>TOTAL</b>	2,50,32,539	2,50,32,53,900
	<b>Size of the Present Offer</b>	Up to INR 75,00,00,000 (Indian Rupees Seventy Five Crore)	
<b>Paid-up Capital:</b>			
<b>a. After the offer:</b>	INR 2,50,32,53,900		
<b>b. After the conversion of convertible instruments (if applicable)</b>	INR 2,50,32,53,900		

	The issue of the Debentures will not result in a change of paid-up capital as each Debenture is a non-convertible debt instrument which is being issued at face value.
<b>Share Premium Account:</b>	
<b>a. Before the offer:</b>	INR 80,64,15,035
<b>b. After the offer:</b>	INR 80,64,15,035
	The issue of the Debentures will not result in a change of share premium account as each Debenture is a non-convertible debt instrument which is being issued at face value.

**Details of the existing share capital of the Issuer in a tabular form, indicating therein with regard to each allotment, the date of allotment, the number of shares allotted, the face value of the shares allotted, the price and the form of consideration:**

Capital Build up from Incorporation :

Date of Allotment	No. of Equity Shares	Face Value (in `)	Issue Price (in `)	Consideration (Cash, other than cash etc.)	Nature of Allotment	Cumulative No. of Equity Shares	Cumulative Equity Share Capital (in `)	Cumulative Equity Share Premium (in `)
March 18, 1998	4,000	100	100	Cash	Subscribers to MOA <sup>1</sup>	4,000	4,00,000	NIL
December 28, 1999	1,96,000	100	100	Cash	Preferential Allotment <sup>2</sup>	2,00,000	2,00,00,000	NIL
October 1, 2010	58,00,000	100	100	Cash	Preferential Allotment to Roy M. Mathew	60,00,000	60,00,00,000	NIL
November 30, 2010	60,00,000	100	100	Cash	Preferential Allotment to Roy. M. Mathew	1,20,00,000	1,20,00,00,000	NIL
December 28, 2012	10,00,000	100	200	Cash	Preferential Allotment to Mini Muthoottu Credit India Private Limited	1,30,00,000	1,30,00,00,000	10,00,00,000
March 28, 2013	27,50,000	100	200	Cash	Preferential Allotment <sup>3</sup>	1,57,50,000	1,57,50,00,000	37,50,00,000
March 28, 2013	17,50,000	100	--	Not Applicable	Bonus issue at the ratio of 1 Equity Shares for every 9 Equity Shares held by existing shareholders as on March 28, 2013	1,75,00,000	1,75,00,00,000	37,50,00,000
November 26, 2013	25,00,000	100	--	Not Applicable	Bonus issue at the ratio of 1 Equity Shares for every 7 Equity Shares held by existing shareholders as on November 25, 2013	2,00,00,000	2,00,00,00,000	37,50,00,000
November 30, 2013	15,00,000	100	200	Cash	Preferential Allotment <sup>4</sup>	2,15,00,000	2,15,00,00,000	52,50,00,000
December 10, 2013	10,00,000	100	200	Cash	Preferential Allotment to Roy. M. Mathew	2,25,00,000	2,25,00,00,000	62,50,00,000
September 29, 2017	12,40,418	100	165	Cash	Preferential Allotment <sup>5</sup>	2,37,40,418	237,40,41,800	70,56,27,170
November 1, 2017	12,12,121	100	165	Cash	Preferential Allotment to Muthoottu Mini Theatres	2,49,52,539	249,52,53,900	78,44,15,035
<b>Total</b>						<b>2,49,52,539</b>	<b>249,52,53,900</b>	<b>78,44,15,035</b>

<sup>1</sup> Allotment of 1,000 Equity Shares each to Mr. Roy.M.Mathew, Ms. Nizzy Mathew, Mr. Mathew Muthoottu and Ms. Sosamma Mathew

<sup>2</sup> Allotment of 1,38,000 Equity Shares to Mr. Roy M. Mathew and 29,000 Equity Shares each to Ms. Nizzy Mathew and Ms. Sosamma Mathew

<sup>3</sup> Allotment of 3,50,000 Equity Shares to Mr. Roy M. Mathew, 5,00,000 Equity Shares to RMM Properties India Private Limited and 19,00,000 Equity Shares to Muthoottu Mini Hotels Private Limited

<sup>4</sup> Allotment of 13,50,000 Equity Shares to Mr. Mathew Muthoottu and 1,50,000 Equity Shares to Mini Muthoottu Credit India Private Limited

<sup>5</sup> Allotment of 11,01,818 Equity Shares to Mr. Mathew Muthoottu and 1,38,600 Equity Shares to Muthoottu Mini Hotels Private Limited

<p><b>The number and price at which each of allotments were made by the Company in the last 1 (one) year preceding the date of this placement offer cum application letter separately indicating the allotments made for consideration other than cash and details of the consideration in each case</b></p>	<p>Please refer the sections of this PPOA named "<i>Details of the existing share capital of the Issuer in a tabular form, indicating therein with regard to each allotment, the date of allotment, the number of shares allotted, the face value of the shares allotted, the price and the form of consideration</i>" and "<i>The number of persons to whom allotment on preferential basis / private placement / rights issue has already been made during the year, in terms of securities as well as price</i>" for details of the allotments were made in the last one year preceding the date of this private placement offer cum application letter.</p>															
<p><b>Profits of the Company, before and after making provision for tax, for the 3 (three) financial years immediately preceding the date of circulation of this private placement offer cum application letter</b></p>	<table border="1" data-bbox="722 493 1485 724"> <thead> <tr> <th>FY</th> <th>PBT (in Rs. Cr)</th> <th>PAT (in Rs. Cr)</th> </tr> </thead> <tbody> <tr> <td>2023-24</td> <td style="background-color: yellow;">[ ]</td> <td style="background-color: yellow;">[ ]</td> </tr> <tr> <td>2022-23</td> <td>81.77</td> <td>67.49</td> </tr> <tr> <td>2021-22</td> <td>59.42</td> <td>44.37</td> </tr> <tr> <td>2020-21</td> <td>53.24</td> <td>31.73</td> </tr> </tbody> </table>	FY	PBT (in Rs. Cr)	PAT (in Rs. Cr)	2023-24	[ ]	[ ]	2022-23	81.77	67.49	2021-22	59.42	44.37	2020-21	53.24	31.73
FY	PBT (in Rs. Cr)	PAT (in Rs. Cr)														
2023-24	[ ]	[ ]														
2022-23	81.77	67.49														
2021-22	59.42	44.37														
2020-21	53.24	31.73														
<p><b>Dividends declared by the Company in respect of the said 3 (three) financial years; interest coverage ratio for last three years (cash profit after tax plus interest paid/interest paid)</b></p>	<p>No dividend has been declared by the Issuer till the date of this private placement offer and application letter.</p> <table border="1" data-bbox="722 882 1429 997"> <thead> <tr> <th>Year</th> <th>2023-2024</th> <th>2022-2023</th> <th>2021 - 2022</th> <th>2020 - 2021</th> </tr> </thead> <tbody> <tr> <td>Interest Coverage Ratio</td> <td style="background-color: yellow;">[ ]</td> <td>1.25</td> <td>1.25</td> <td>1.21</td> </tr> </tbody> </table>	Year	2023-2024	2022-2023	2021 - 2022	2020 - 2021	Interest Coverage Ratio	[ ]	1.25	1.25	1.21					
Year	2023-2024	2022-2023	2021 - 2022	2020 - 2021												
Interest Coverage Ratio	[ ]	1.25	1.25	1.21												
<p><b>A summary of the financial position of the Company as in the 3 (three) audited balance sheets immediately preceding the date of circulation of this private placement offer cum application letter</b></p>	<p>Please refer to <b>CHAPTER A</b> of this Private Placement Offer cum Application Letter.</p>															
<p><b>Audited Cash Flow Statement for the 3 (three) years immediately preceding the date of circulation of this private placement offer cum application letter</b></p>	<p>Please refer to <b>CHAPTER B</b> of this Private Placement Offer cum Application Letter.</p>															
<p><b>Any change in accounting policies during the last 3 (three) years and their effect on the profits and the reserves of the Company</b></p>	<p>NIL</p>															

**7.11 PART B (To be filed by the Applicant)**

- (i) Name:
- (ii) Father's name:
- (iii) Complete Address:
- (iv) Phone number; if any:
- (v) Email ID, if any:
- (vi) PAN Number:
- (vii) Bank Account details:

Bank Name:   
IFSC Code:   
Address:   
Account in Corresponding Bank:

(viii) **Tick whichever is applicable:-**

- (a) The applicant is not required to obtain Government approval under the Foreign Exchange Management (Non-debt Instruments) Rules, 2019 prior to subscription of shares.-  ;
- (b) The applicant is required to obtain Government approval under the Foreign Exchange Management (Non-debt Instruments) Rules, 2019 prior to subscription of shares and the same has been obtained, and is enclosed herewith.-  .

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**Signature**

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**Initial of the Officer of the Company designated to keep the record**

## 7.12 DECLARATION (To be provided by the Directors)

- A. The Company has complied with the provisions of the Companies Act, 2013 and the rules made thereunder.
- B. The compliance with the Companies Act, 2013 and the rules made thereunder do not imply that payment of dividend or interest or repayment of preference shares or debentures, if applicable, is guaranteed by the Central Government.
- C. The monies received under the offer shall be used only for the purposes and objects indicated in this private placement offer cum application letter.

I am authorized by the board of directors of the Company *vide* resolution number [ ] dated April 17, 2024 to sign this private placement offer cum application letter and declare that all the requirements of Companies Act, 2013 and the rules made thereunder in respect of the subject matter of this private placement offer cum application letter and matters incidental thereto have been complied with. Whatever is stated in this private placement offer cum application letter and in the attachments thereto is true, correct and complete and no information material to the subject matter of this private placement offer cum application letter 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.

For **Muthoottu Mini Financiers Limited**

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Authorised Signatory  
Name: Mathew Muthoottu  
Title: Managing Director  
Date: April 22, 2024

### **Enclosed**

*Chapter-A - A summary of the financial position of the Company as in the 3 (three) audited balance sheets immediately preceding the date of circulation of this Offer Letter*

*Chapter-B - Audited Cash Flow Statement for the 3 (three) years immediately preceding the date of circulation of this Offer Letter*

*Chapter-C - Related party transactions entered during the last 3 (three) financial years immediately preceding the year of issue of this private placement offer cum application letter including with regard to loans made or, guarantees given or securities provided*

Optional Attachments, if any



**CHAPTER A: FINANCIAL POSITION OF THE COMPANY AS IN THE 3 (THREE)  
AUDITED BALANCE SHEETS IMMEDIATELY PRECEDING THE DATE OF  
CIRCULATION OF THIS PRIVATE PLACEMENT OFFER CUM APPLICATION LETTER**

*Attached separately.*

**CHAPTER B: AUDITED CASH FLOW STATEMENT FOR THE 3 (THREE) YEARS IMMEDIATELY PRECEDING THE DATE OF CIRCULATION OF THIS PRIVATE PLACEMENT OFFER CUM APPLICATION LETTER**

*Please refer to the Audit Reports. The relevant page numbers are as follows:*

<b>Financial Year</b>	<b>Page number of the audit report which sets out the details of Cash Flow</b>
2020-21	Page 48
2021-22	Page 43
2022-23	Page 67

The financial statements for the financial year ended March 31, 2024 are in the process of being prepared and will be disclosed to the BSE in accordance with the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 and any other directions of SEBI. As the current financial year has just commenced, the required details for the current financial year will be disclosed to the BSE in accordance with the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 and any other directions of SEBI.

**CHAPTER C- RELATED PARTY TRANSACTIONS ENTERED DURING THE LAST 3 (THREE) FINANCIAL YEARS IMMEDIATELY PRECEDING THE YEAR OF ISSUE OF THE PRIVATE PLACEMENT OFFER CUM APPLICATION LETTER**

*Please refer to the Audit Reports. The relevant page numbers are as follows:*

<b>Financial Year</b>	<b>Page number of the audit report which sets out the details of the related party transactions</b>
2020-21	Page 88
2021-22	Page 78
2022-23	Page 106

The financial statements for the financial year ended March 31, 2024 are in the process of being prepared and will be disclosed to the BSE in accordance with the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 and any other directions of SEBI. As the current financial year has just commenced, the required details for the current financial year will be disclosed to the BSE in accordance with the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 and any other directions of SEBI.

**ANNEXURE I: TERM SHEET**

**As set out in Section 3.10 (*Summary Terms*) above.**

**ANNEXURE II: RATING LETTER, RATING RATIONALE AND DETAILED PRESS  
RELEASE FROM THE RATING AGENCY**

*Attached separately.*

**ANNEXURE III: CONSENT LETTER FROM THE DEBENTURE TRUSTEE**

*Attached separately.*



Factors described in the general information document dated November 7, 2023 read together with the key information document dated April 22, 2024 and a private placement offer cum application letter dated April 22, 2024 prepared in accordance with Section 42 of the Companies Act (as defined below) read with the Companies (Prospectus and Allotment of Securities) Rules, 2014 (collectively, the "**Debt Disclosure Documents**") issued by the Issuer and have considered these in making our decision to apply. We bind ourselves to these terms and conditions and wish to apply for allotment of these Debentures. We request you to please place our name(s) on the Register of Debenture Holders.

Name of the Authorised Signatory(ies)	Designation	Signature

Applicant's Signature:

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

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

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

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

*(Note: Cheque and Drafts are subject to realisation)*

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

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



Applicant's  
Signature

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

*(Note : Cheque and Drafts are subject to realisation)*

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

**ACKNOWLEDGMENT SLIP**

<i>(To be filled in by Applicant)</i> SERIAL NO.									
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Received from \_\_\_\_\_

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

### **INSTRUCTIONS**

1. Application form must be completed in full, IN ENGLISH.
2. Signatures must be made in English or in any of the Indian languages. Thumb Impressions must be attested by an authorized official of the Bank or by a Magistrate/Notary Public under his/her official seal.
3. Application form, duly completed in all respects, must be submitted with the respective Collecting Bankers. The payment is required to be made to the account(s) of ICCL mentioned in the Debt Disclosure Documents.
4. Receipt of applicants will be acknowledged by the Company in the “Acknowledgement Slip” appearing below the application form. No separate receipt will be issued.
5. All applicants should mention their Permanent Account No. or their GIR No. allotted under Income Tax Act, 1961 and the Income Tax Circle/Ward/District. In case where neither the PAN nor the GIR No. has been allotted, the fact of non-allotment should be mentioned in the application form in the space provided. Income Tax as applicable will be deducted at source at the time of payment of interest including interest payable on application money.
6. The application would be accepted as per the terms of the manner outlined in the transaction documents for the private placement.

**ANNEXURE V: LATEST AUDITED FINANCIAL STATEMENT**

*Attached separately.*

### ANNEXURE VI: ILLUSTRATION OF BOND CASH FLOWS

<b>Illustration of Bond Cash Flows</b>	
Company	Muthoottu Mini Financiers Limited
Face Value (per security)	INR 1,00,000 (Indian Rupees One Lakh)
Issue Date / Date of Allotment	April 25, 2024
Redemption Date / Maturity Date	April 25, 2027
Coupon Rate	10% (ten percent) per annum (fixed) payable monthly.
Frequency of the Coupon Payment with specified dates	Monthly
Day Count Convention	Actual/Actual

### INTEREST PAYMENT SCHEDULE AND REDEMPTION SCHEDULE

<b>Description</b>	<b>Date</b>	<b>Amount</b>
Pay In Date	25-Apr-24	1,00,000.00
Coupon/Principal Payment	10-May-24	-409.84
Coupon/Principal Payment	10-Jun-24	-846.99
Coupon/Principal Payment	10-Jul-24	-819.67
Coupon/Principal Payment	10-Aug-24	-846.99
Coupon/Principal Payment	10-Sep-24	-846.99
Coupon/Principal Payment	10-Oct-24	-819.67
Coupon/Principal Payment	10-Nov-24	-846.99
Coupon/Principal Payment	10-Dec-24	-819.67
Coupon/Principal Payment	10-Jan-25	-849.32
Coupon/Principal Payment	10-Feb-25	-849.32
Coupon/Principal Payment	10-Mar-25	-767.12
Coupon/Principal Payment	10-Apr-25	-849.32
Coupon/Principal Payment	10-May-25	-821.92
Coupon/Principal Payment	10-Jun-25	-849.32
Coupon/Principal Payment	10-Jul-25	-821.92
Coupon/Principal Payment	10-Aug-25	-849.32
Coupon/Principal Payment	10-Sep-25	-849.32
Coupon/Principal Payment	10-Oct-25	-821.92
Coupon/Principal Payment	10-Nov-25	-849.32
Coupon/Principal Payment	10-Dec-25	-821.92

Coupon/Principal Payment	10-Jan-26	-849.32
Coupon/Principal Payment	10-Feb-26	-849.32
Coupon/Principal Payment	10-Mar-26	-767.12
Coupon/Principal Payment	10-Apr-26	-849.32
Coupon/Principal Payment	10-May-26	-821.92
Coupon/Principal Payment	10-Jun-26	-849.32
Coupon/Principal Payment	10-Jul-26	-821.92
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Coupon/Principal Payment	10-Oct-26	-821.92
Coupon/Principal Payment	10-Nov-26	-849.32
Coupon/Principal Payment	10-Dec-26	-821.92
Coupon/Principal Payment	10-Jan-27	-849.32
Coupon/Principal Payment	10-Feb-27	-849.32
Coupon/Principal Payment	10-Mar-27	-767.12
Coupon/Principal Payment	10-Apr-27	-849.32
Coupon/Principal Payment	25-Apr-27	-1,00,410.96

**ANNEXURE VII: DUE DILIGENCE CERTIFICATES**

*Attached separately.*

**ANNEXURE VIII: TERMS AND CONDITIONS OF DEBENTURE TRUSTEE  
AGREEMENT**

*Attached separately.*

**ANNEXURE IX: BOARD RESOLUTIONS**

*Attached separately.*

**ANNEXURE X: SHAREHOLDERS RESOLUTIONS**

*Attached separately.*