

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

Serial No.: []

Date: July [], 2024

Addressed to: _____

**KEY INFORMATION DOCUMENT
(FOR PRIVATE PLACEMENT)**

by

**AUXILO FISERVE PRIVATE LIMITED**

A private limited company incorporated under the Companies Act, 2013

Corporate Identification Number (CIN): U65990MH2016PTC286516 Permanent Account Number (PAN): AAXCS7051B Date of Incorporation: October 4, 2016 Place of Incorporation: Mumbai Registration/identification number issued by the relevant regulator: RBI: N-13.02186 by the Reserve Bank of India	Registered Office: Office No.63, 6th Floor, Kalpataru Square, Kondivita Road, Andheri East, Mumbai 400059 Corporate Office: Office No.63, 6th Floor, Kalpataru Square, Kondivita Road, Andheri East, Mumbai 400059 Telephone No.: 022 6246 3333 Email: treasury@auxilo.com Website: http://www.auxilo.com/
---	---

Key information document for issue of Debentures on a private placement basis under Schedule I of Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 as amended from time to time in relation to the issue of 5,000 (five thousand) senior, secured, rated, listed, taxable, redeemable, 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 nominal value of INR 50,00,00,000 (Indian Rupees Fifty Crore) ("Debentures"), on a private placement basis. Certain details of the Debentures are as follows:

- (a) **Rating:** The Debentures are rated as "CRISIL A+ (Stable)" by CRISIL Ratings Limited pursuant to the letter dated 9 July, 2024. and the rating rationale dated 9 July, 2024. Please refer to **Annexure I** below for the rating letter, press release and rating rationale. No other credit ratings have been obtained for the purposes of this Issue.
- (b) **Listing:** The Debentures are proposed to be listed on the Wholesale Debt Market (WDM) of the BSE Limited within the time period prescribed under the SEBI Listing Timelines Requirements (as defined below).
- (c) **Eligible Investors:** Please refer Section 7.7 (*Eligible Investors*) below.
- (d) **Coupon related details:** 9.65% (nine decimal six five percent) per annum, payable quarterly. Please refer Section 6.1 (*Summary Terms*) below for details about coupon/dividend rate, coupon/dividend payment frequency, redemption date, redemption amount.
- (e) **Underwriting:** Not Applicable.
- (f) **Details of Electronic Book Mechanism:** Please refer Section 7 below.

ISSUE SCHEDULE

Issue Opening Date	Issue Closing Date	Date of earliest closing of the issue, if any	Deemed Date of Allotment
July 18, 2024	July 18, 2024	N.A.	July 19, 2024

KEY OFFICERS OF THE ISSUER

Compliance Officer Ms. Deepika Thakur Chauhan Tel: 022 6246 3349 Email: deepika.chauhan@auxilo.com	Company Secretary Ms. Deepika Thakur Chauhan Tel: 022 6246 3349 Email: deepika.chauhan@auxilo.com	Chief Financial Officer Mr. Harsha Saksena Tel: 022 6246 33363 Email: harsha.saksena@auxilo.com	Promoters Elme Advisors LLP Tel: 022 49490792 Email: ashwin@payash.com Mr. Akash Bhanshali Tel: 022 49490792 Email: akash@enam.com
--	---	---	---

DETAILS OF STAKEHOLDERS

Debenture Trustee Catalyst Trusteeship Limited Address: Unit No. 901, 9 th Floor, Tower-B, Peninsula Business Park, Senapati Bapat Marg, Lower Parel (W), Mumbai - 400013, Maharashtra, India Tel: 022-49220555 Contact Person: Mr. Umesh Salvi Email: ComplianceCTL-Mumbai@ctltrustee.com Website: www.catalysttrustee.com	Registrar and Transfer Agent Link Intime India Private Limited Address: C-101, 247 Park, L.B.S. Marg, Vikhroli (West), Mumbai – 400 083 Tel: 022 4918 6000 Fax no.: 022 49186060 Contact Person: Amit Dabhade Email: amit.dabhade@linkintime.co.in Website: www.linkintime.co.in	Credit Rating Agency CRISIL Ratings Limited An S&P Global Company Address: CRISIL House, Central Avenue, Hiranandani Business Park, Powai, Mumbai- 400 076, India Tel: 022 33423598 Contact Person: Ms. Sonica Gupta Email: sonica.gupta@crisil.com Website: www.crisil.com	Statutory Auditors Nangia & Co LLP Address: 4th Floor, Iconic Tower, Urmi Estate, 95 Ganpatrao Kadam Marg, Lower Parel (West), Mumbai - 400013 Tel: 022 4474 3400 Contact Person: Mr. Jaspreet Bedi Email: info@nangia.com Website: www.nangia.com
--	---	---	---

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

BACKGROUND

This Key Information Document (as defined below) is related to the Debentures to be issued by Auxilo Finserve Private Limited (the "Issuer" or "Company") on a private placement basis and contains information and disclosures supplemental to those set out in the General Information Document (as defined below), as are required for the purpose of issuing of the Debentures. The issue of the Debentures described under this Key Information Document has been authorised by the Issuer through resolution passed by the shareholders of the Issuer dated July 2, 2024, and resolution dated June 11, 2024 of the borrowing committee of the Board of Directors of the Issuer read with the resolutions dated August 2, 2022, November 3, 2023 and May 7, 2024 of the Board of Directors of the Issuer, and the memorandum of association and articles of association of the Issuer.

Pursuant to the resolution passed by the Issuer's shareholders dated July 2, 2024 in accordance with provisions of the Companies Act, 2013, the Issuer has been authorised to raise funds by way of issuance of non-convertible debentures upon such terms and conditions as the Board may think fit for aggregate amounts not exceeding INR 1000,00,00,000 (Indian Rupees One Thousand Crore). The present issue of Debentures in terms of this Key Information Document is within the overall powers of the Board as per the above shareholder resolution(s).

Issuer's Absolute Responsibility

The Issuer, having made all reasonable inquiries, accepts responsibility for and confirms that this Key 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 this Key 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 Key Information Document as a whole or any of such information or the expression of any such opinions or intentions misleading.

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.
- Various disclosures set out in this Key Information Document have been linked to the disclosures set out in the General Information Memorandum. There are no changes to the disclosures which have been linked to the disclosures set out in the General Information Document, and in the case of any conflict/difference between the provisions of the General Information Document and this Key Information Document, the provisions of this Key Information Document shall be applicable to this issuance of Debentures.
- This Issue does not form part of non-equity regulatory capital for the purposes of Chapter V of Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 and Chapter XIII (*Issuance, Listing and Trading Non-Equity Regulatory Capital*) of the master circular issued by SEBI bearing the reference number SEBI/HO/DDHS/PoD1/P/CIR/2024/54 dated May 22, 2024 on "*Master Circular for issue and listing of Non-convertible Securities, Securitised Debt Instruments, Security Receipts, Municipal Debt Securities and Commercial Paper*". The face value of each debt security issued on private placement basis under this Issue is INR 1,00,000 (Indian Rupees One Lakh).

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

TABLE OF CONTENTS

SECTION 1:	DEFINITIONS AND ABBREVIATIONS	4
SECTION 2:	NOTICE TO INVESTORS AND DISCLAIMERS	15
SECTION 3:	RISK FACTORS	18
SECTION 4:	[INTENTIONALLY LEFT BLANK]	19
SECTION 5:	REGULATORY DISCLOSURES	20
SECTION 6:	KEY TERMS OF THE ISSUE	37
SECTION 7:	OTHER INFORMATION AND APPLICATION PROCESS	86
SECTION 8:	DECLARATION	91
ANNEXURE I:	RATING LETTER, RATING RATIONALE AND DETAILED PRESS RELEASE FROM THE RATING AGENCY	92
ANNEXURE II:	CONSENT LETTER FROM THE DEBENTURE TRUSTEE AND REGISTRAR	93
ANNEXURE III:	APPLICATION FORM	94
ANNEXURE IV:	ILLUSTRATION OF BOND CASH FLOWS	98
ANNEXURE V:	DUE DILIGENCE CERTIFICATES	100
ANNEXURE VI:	DISCLOSURES PURSUANT TO THE SEBI DEBENTURE TRUSTEES MASTER CIRCULAR	101
ANNEXURE VII:	BOARD RESOLUTION AND COMMITTEE RESOLUTION	104
ANNEXURE VIII:	SHAREHOLDERS' RESOLUTIONS	112
ANNEXURE IX:	FORM NO. PAS-4 - PRIVATE PLACEMENT OFFER CUM APPLICATION LETTER	116

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/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, and "Applicants" shall be construed accordingly.
Application Form	means the application form to apply for subscription to the Debentures, which is in the form annexed to this Key Information Document and marked as Annexure III .
Application Money	means the subscription amounts paid by the Applicants 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 the 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, and "Beneficial Owner" shall be construed accordingly.
Board / Board of Directors	means the board of directors of the Issuer.
BSE	means BSE Limited.
Business Day	means: <ul style="list-style-type: none"> (a) subject to (b) and (c) below, means any day on which commercial banks in Mumbai, India are open for business; (b) for the period commencing on the "Issue Opening Date" set out in the Debt Disclosure Documents until the "Issue Closing Date" set out in the Debt Disclosure Documents, any day (other than a Saturday, Sunday or a public holiday under Section 25 of the Negotiable Instruments Act, 1881), on which commercial banks in Mumbai, India are open for business; and (c) for the period commencing on the "Issue Closing Date" set out in

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

TERM	DEFINITION/PARTICULARS
	<p>the Debt Disclosure Documents until the listing of the Debentures in accordance with the DTD, any trading day of BSE, other than a Saturday, Sunday or a bank holiday, as specified by SEBI,</p> <p>and "Business Days" shall be construed accordingly.</p>
Call Option	has the meaning given it in the Section 6.1 (<i>Summary Terms</i>) below.
Call Option Exercise Period	means the period commencing on the date that is 3 (three) Business Days prior to the Call Option Termination Date and expiring on the Call Option Termination Date.
Call Option Payment Notification	has the meaning given it in the Section 6.1 (<i>Summary Terms</i>) below.
Call Option Termination Date	means the date occurring on the expiry of a period of 24 (twenty four) months from the Deemed Date of Allotment, being July 19, 2026.
Capital Adequacy Ratio	means the capital adequacy ratio determined in accordance with the circulars/directions prescribed by the RBI (including the NBFC Directions).
CDSL	means 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/Auxilo Finserve	means Auxilo Finserve Private Limited.
Company Rating	means the rating of the Issuer as on the Effective Date, being 9 July, 2024.
Conditions Precedent	means the conditions precedent set out in Section 6.1 (<i>Summary Terms</i>) of this Key Information Document.
Conditions Subsequent	means the conditions subsequent set out in Section 6.1 (<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.
Debentures/NCDs	means 5,000 (five thousand) senior, secured, rated, listed, taxable, redeemable, transferable, non-convertible debentures denominated in Indian Rupees, having a face value of INR 1,00,000 (Indian Rupees One Lakh) each and an aggregate nominal value of INR 50,00,00,000 (Indian Rupees Fifty Crore).
Debenture Holders / Investors	<p>means each person who is:</p> <p>(a) registered as a Beneficial Owner; and</p> <p>(b) registered as a debenture holder in the Register of Debenture</p>

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

TERM	DEFINITION/PARTICULARS
	<p>Holders.</p> <p>Paragraphs (a) and (b) shall be deemed to include transferees of the Debentures registered with the Issuer and the Depository(ies) from time to time, and in the event of any inconsistency between paragraphs (a) and (b) above, paragraph (a) shall prevail,</p> <p>and "Debenture Holder" or "Investor" shall be construed accordingly.</p>
Debenture Trust Deed/DTD	means 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 Debentures are being issued and shall include the representations and warranties and the covenants to be provided by the Issuer.
Debenture Trustee	means Catalyst Trusteeship Limited.
Debenture Trustee Agreement	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 Debentures.
Debenture Trustees Regulations/ SEBI Debenture Trustees Regulations	means the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993, as amended, modified, supplemented or restated from time to time.
Debt Disclosure Documents	means, collectively, the PPOA, the General Information Document and this Key Information Document, and "Debt Disclosure Document" means any one of them.
Debt Listing Regulations/ SEBI Debt Listing 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	has the meaning given it in the Section 6.1 (<i>Summary Terms</i>) below.
Deemed Date of Allotment	means July 19, 2024.
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	means a depository participant as defined under the Depositories Act.
Director(s)	means the director(s) of the Issuer.
DP ID	means Depository Participant Identification Number.

TERM	DEFINITION/PARTICULARS
DRR	means the Debenture Redemption Reserve.
Due Dates	means the dates on which any interest, any Outstanding Principal Amounts, any additional interest, any liquidated damages, any premature redemption amount and/or any other amounts are due and payable, including without limitation, the Interest Payment Dates, the Final Redemption Date, or any other date on which any payment is to be made by the Issuer under the Transaction Documents, and "Due Date" shall be construed accordingly.
Early Redemption Events	<p>means the occurrence of any one or more of the following events:</p> <ul style="list-style-type: none"> (a) the Issuer fails to create and/or perfect the Transaction Security in accordance with the terms of the Transaction Documents; (b) the rating of the Debentures is downgraded to "CRISIL A-" or below; (c) any breach of any of the affirmative covenants set out in Section 6.2.4 (<i>Affirmative Covenants</i>); (d) any breach of any of the negative covenants set out in Section 6.2.5 (<i>Negative Covenants</i>); (e) any breach of any of the financial covenants set out in Section 6.2.2 (<i>Financial Covenants</i>) which has not been waived in accordance with Section 6.2.2(d) below; and/or (f) any breach of any of the reporting covenants set out in Section 6.2.3 (<i>Reporting Covenants</i>) which, to the extent capable of remedy in the sole opinion of the Debenture Trustee (acting on the instructions of the Debenture Holders), is not remedied within 15 (fifteen) days of such breach.
EBP Platform	has the meaning given to it under the EBP Requirements.
Electronic Book Provider / EBP	has the meaning given to it under the EBP Requirements.
Effective Date	means the date of execution of the DTD.
EFT	means Electronic Fund Transfer.
Eligible Investors	has the meaning given to it in Section 7.7.
Equity	means, in respect of any person, (a) the aggregate of the issued and paid up equity shares of such person, all compulsorily convertible instruments and preference share capital of such person, and all reserves (excluding revaluation reserves) of such person, less (b) the aggregate of any dividend declared, any deferred tax liability, deferred tax assets, intangibles as per the latest audited financials of such person.
Events of Default	means the events set out in Section 6.2.6.2 (<i>Events of Default</i>), and "Event of Default" shall be construed accordingly.
Final Redemption Date	means the date occurring on the expiry of a period of 36 (thirty six) months

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

TERM	DEFINITION/PARTICULARS
	from the Deemed Date of Allotment, being July 19, 2027.
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"> (a) moneys borrowed; (b) any amount raised by acceptance under any acceptance credit, bill acceptance or bill endorsement facility or dematerialised equivalent; (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, loan stock or any similar instrument; (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; (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis); (f) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing; (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 marked to market value shall be taken into account); (h) shares which are expressed to be redeemable or shares which are the subject of a put option or any form of guarantee; (i) any obligation under any put option in respect of any securities; (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; (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 (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.
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/GID	means the general information document dated July 3, 2024 issued by the Issuer for subscription to non-convertible securities to be issued by the

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

TERM	DEFINITION/PARTICULARS
	Issuer (including the Debentures) on a private placement basis in accordance with the Debt Listing Regulations.
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.
Gross NPA	means the gross "non-performing assets" of the Issuer determined in accordance with the Applicable Accounting Standards and the NBFC Directions.
Gross Loan Portfolio	means the outstanding principal amounts of all Client Loans originated by the Issuer on its own books and the Off Balance Sheet Portfolio (including managed portfolio).
Hypothecated Assets	has the meaning given to it in Section 6.1 (<i>Summary Terms</i>).
ICCL	means the Indian Clearing Corporation Limited.
Identified Promoters	means [REDACTED].
ISIN	means the International Securities Identification Number.
Information Utility	means the National E-Governance Services Limited or any other entity registered as an information utility under the Insolvency and Bankruptcy Board of India (Information Utilities) Regulations, 2017.
INR/Rs.	means Indian Rupees.
Interest Payment Dates	means the dates on which interest is payable on the Debentures, and "Interest Payment Date" shall be construed accordingly. The indicative interest payment dates are set out in Annexure IV below.
Interest Rate/Coupon Rate	means 9.65% (nine decimal six five percent) per annum, payable quarterly (on the Interest Payment Dates).
Issue	means this issue of the Debentures.
Issue Closing Date	means July 18, 2024.
Issue Opening Date	means July 18, 2024.
Key Information Document/KID	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/2024/54 dated May 22, 2024 on " <i>Master Circular for issue and listing of Non-convertible Securities, Securitised Debt Instruments, Security Receipts, Municipal Debt Securities and Commercial Paper</i> ", as amended, modified, supplemented or restated from time to time.

TERM	DEFINITION/PARTICULARS
Listing Period	has the meaning given to it in Section 6.1 (<i>Summary Terms</i>).
LODR Regulations/ 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 such number of Debenture Holders collectively holding more than 51% (fifty one percent) of the value of the Outstanding Principal Amounts of the Debentures.
Majority Resolution	means a resolution approved by the Majority Debenture Holders.
Management Control	<p>means the power/right (whether by way of ownership of shares, proxy, contract, agency or otherwise) to:</p> <p>(a) cast, or control the casting of, more than []% ([] percent) of votes that might be cast at a general meeting of the Issuer; or</p> <p>(b) appoint or remove all, or the majority, of the directors on the board of directors of the Issuer; or</p> <p>(c) 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.</p>
Material Adverse Effect	<p>means the effect or consequence of an event, circumstance, occurrence or condition which has caused or could reasonably be expected to cause, as of any date of determination, a material and adverse effect:</p> <p>(a) on the rights or remedies of the Debenture Trustee acting for the benefit of the Debenture Holders hereunder or under any other Transaction Document;</p> <p>(b) on the ability of the Issuer to enter into, or perform, or comply with its obligations under the Transaction Documents; or</p> <p>(c) on the validity, legality, or enforceability of any of the Transaction Documents (including the ability of any party to enforce any of its remedies thereunder).</p>
N.A.	Not Applicable
NBFC	means non-banking financial company
NBFC Directions	means 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> " and the RBI's circular no. DOR.STR.REC.68/21.04.048/2021-22 dated November 12, 2021 on " <i>Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances - Clarifications</i> ", each as amended, modified, supplemented or restated from time to time.

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

TERM	DEFINITION/PARTICULARS
Net NPA	means the gross "non-performing assets" of the Issuer determined in accordance with the Applicable Accounting Standards and the NBFC Directions less the provisioning (determined in accordance with the Applicable Accounting Standards and the NBFC Directions) for such "non-performing assets".
Net Worth	(a) in respect of any body corporate that is a non-banking financial company, means the net worth of such body corporate determined in accordance with the Companies Act, the NBFC Directions and/or the Applicable Accounting Standards; and (b) in respect of any body corporate that is not a non-banking financial company, has the meaning given to it in the Companies Act.
NSDL	means National Securities Depository Limited.
Off Balance Sheet Portfolio	means the outstanding principal balance of all Client Loans originated on behalf of other institutions in respect of which the Issuer has provided credit enhancements in any form or manner whatsoever and includes loans securitized or assigned by the Issuer by way of a portfolio sale/direct assignment.
Outstanding Amounts	means, 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, at any date, the principal amounts outstanding under the Debentures.
PAN	means Permanent Account Number
Payment Default	means any event, act or condition which, with notice or lapse of time, or both, would constitute an Event of Default under Section 6.2.6.2(a) (<i>Payment Defaults</i>).
Private Placement Offer cum Application Letter/PPOA	means the private placement offer and application letter dated on or about the date of this Key Information Document issued/to be issued by the Issuer for subscription to the Debentures on a private placement basis in accordance with Section 42 of the Companies Act, 2013 read with the Companies (Prospectus and Allotment of Securities) Rules, 2014.
Promoter	has the meaning given to it in the Debt Listing Regulations.
Promoter Group	has the meaning given to it in the Debt Listing Regulations.
Purpose	means the purpose set out in Section 6.1 (<i>Summary Terms</i>).
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 the credit rating for the Debentures from the Rating Agency, being, "CRISIL A+ (Stable)" affirmed/assigned by the Rating Agency through its letter dated 9 July, 2024.

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

TERM	DEFINITION/PARTICULARS
Rating Agency	means CRISIL Ratings Limited.
RBI	means the Reserve Bank of India.
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.
R&T Agent/Registrar	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.
RTGS	means Real Time Gross Settlement.
SEBI	means the Securities and Exchange Board of India.
SEBI Debenture Trustees Master Circular	means the master circular issued by SEBI bearing reference number SEBI/HO/DDHS-PoD3/P/CIR/2024/46 dated May 16, 2024 on " <i>Master Circular for Debenture Trustees</i> ", as amended, modified, supplemented, or restated from time to time.
SEBI EBP Requirements/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, each 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, the SEBI Debt Listing Regulations, (to the extent applicable) the SEBI LODR 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 LODR Master Circular	means the master circular issued by SEBI bearing reference number SEBI/HO/CFD/PoD2/CIR/P/2023/120 dated July 11, 2023 on " <i>Master circular for compliance with the provisions of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 by listed entities</i> ", as amended, modified, supplemented, or restated from time to time.
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

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

TERM	DEFINITION/PARTICULARS
	Transaction Documents, including without limitation, the making of payment of any interest, redemption of principal amounts, the interest amounts, 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 6.1 (<i>Summary Terms</i>).
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.
Step Up (Company)	means the payment of interest at the Step Up Rate (Company) in accordance with Section 6.1 (<i>Summary Terms</i>).
Step Up Rate (Company)	has the meaning given to it in Section 6.1 (<i>Summary Terms</i>).
Step Up (Debentures)	means the payment of interest at the Step Up Rate (Debentures) in accordance with Section 6.1 (<i>Summary Terms</i>).
Step Up Rate (Debentures)	has the meaning given to it in Section 6.1 (<i>Summary Terms</i>).
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, supplemented or restated from time to time.
Tax	means any present or future tax (direct or indirect), 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.
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	means 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.
Total Debt	means the aggregate of: <ul style="list-style-type: none"> (a) all long-term borrowings (including ineligible portion of subordinated debt in form of Tier 2 Capital); (b) any short term borrowings;

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

TERM	DEFINITION/PARTICULARS
	<p>(c) any financial guarantee provided in respect of a liability incurred by any other third person; and</p> <p>(d) any letter(s) of comfort and/or shortfall undertaking(s) provided by the Issuer in respect of a liability incurred by any other third person, if any.</p>
Transaction Documents	<p>means:</p> <p>(a) the DTD;</p> <p>(b) the Debenture Trustee Agreement;</p> <p>(c) the Deed of Hypothecation;</p> <p>(d) the Debt Disclosure Documents;</p> <p>(e) the letters issued by, and each memorandum of understanding/agreement entered into with, the Rating Agency, the Debenture Trustee and/or the Registrar;</p> <p>(f) each tripartite agreement between the Issuer, the Registrar and the relevant Depository;</p> <p>(g) the resolutions and corporate authorisations provided pursuant to the Conditions Precedent; and</p> <p>(h) any other document that may be designated as a Transaction Document by the Debenture Trustee or the Debenture Holders, and "Transaction Document" means any of them.</p>
Transaction Security	has the meaning given to it in Section 6.1 (<i>Summary Terms</i>).
WDM	means the 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.

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

SECTION 2: NOTICE TO INVESTORS AND DISCLAIMERS

2.1 ISSUER'S DISCLAIMER

Please refer to Section 2.1 of the General Information Document for the disclaimers by the Issuer.

THE ISSUER ACCEPTS NO RESPONSIBILITY FOR STATEMENTS MADE OTHERWISE THAN IN THE KEY 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

Please refer to Section 2.2 of the General Information Document for the disclaimers in respect of the stock exchanges.

2.3 DISCLAIMER CLAUSE OF RBI

Please refer to Section 2.3 of the General Information Document for the disclaimers in respect of the RBI.

2.4 DISCLAIMER CLAUSE OF SEBI

Please refer to Section 2.4 of the General Information Document for the disclaimers in respect of the stock exchanges.

IT IS TO BE DISTINCTLY UNDERSTOOD THAT FILING OF THE KEY INFORMATION DOCUMENT TO THE SECURITIES AND EXCHANGE BOARD OF INDIA (SEBI) SHOULD NOT IN ANY WAY BE DEEMED OR CONSTRUED TO MEAN THAT THE SAME HAS BEEN CLEARED OR APPROVED BY SEBI. SEBI DOES NOT TAKE ANY RESPONSIBILITY EITHER FOR THE FINANCIAL SOUNDNESS OF ANY SCHEME OR THE PROJECT FOR WHICH THE ISSUE IS PROPOSED TO BE MADE OR FOR THE CORRECTNESS OF THE STATEMENTS MADE OR OPINIONS EXPRESSED IN THE KEY INFORMATION DOCUMENT. THE LEAD MANAGER(S) (IF ANY) HAS CERTIFIED THAT THE DISCLOSURES MADE IN THE KEY 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

Please refer to Section 2.5 of the General Information Document for the disclaimers in respect of the jurisdiction.

2.6 DISCLAIMER IN RESPECT OF RATING AGENCY

Please refer to Section 2.6 of the General Information Document for the disclaimers in respect of the Rating Agency.

2.7 ISSUE OF DEBENTURES IN DEMATERIALIZED FORM

Please refer to Section 2.7 of the General Information Document for the disclaimers in respect of issuances of the Debentures in dematerialised form.

2.8 DISCLAIMER OF THE ARRANGER

CredAvenue Securities Private Limited (the "**Arranger**") is authorized to deliver copies of this Key Information Document on behalf of the Issuer to the Eligible Investors.

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

The Issuer has authorised the Arranger to distribute this Key Information Document in connection with the Debentures proposed to be issued by the Issuer. The Issuer has prepared this Key Information Document, and the Issuer is solely responsible for its contents. The Issuer will comply with all laws, rules and regulations and has obtained all regulatory, governmental and corporate approvals for the issuance of the Debentures. All the information contained in this Key Information Document has been provided by the Issuer or is from publicly available information, and such information has not been independently verified by the Arranger. No representation or warranty, expressed or implied, is or will be made, and no responsibility or liability is or will be accepted, by the Arranger for the accuracy, completeness, reliability, correctness or fairness of this Key Information Document or any of the information or opinions contained therein, and the Arranger hereby expressly disclaim, to the fullest extent permitted by law, any responsibility for the contents of this Key Information Document and any liability, whether arising in tort or contract or otherwise, relating to or resulting from this Key Information Document or any information or errors contained therein or any omissions therefrom. By accepting this Key Information Document, the investor agrees that the Arranger will not have any such liability.

It is hereby declared that the Issuer has exercised due diligence to ensure complete compliance of prescribed disclosure norms in this Key Information Document. Each person receiving this Key Information Document acknowledges that such person has not relied on the Arranger, nor any person affiliated with the Arranger, in connection with its investigation of the accuracy of such information or its investment decision, and each such person must rely on its own examination of the Issuer and the merits and risks involved in investing in the Debentures. The Arranger: (a) has no obligations of any kind to any invited Investor under or in connection with any Transaction Documents; (b) is not acting as trustee or fiduciary for the investors or any other person; and (c) is under no obligation to conduct any "know your customer" or other procedures in relation to any person on behalf of any investor. Neither the Arranger or its respective officers, directors, employees are responsible for: (a) the adequacy, accuracy, completeness and/ or use of any information (whether oral or written) supplied by the Issuer or any other person in or in connection with any Transaction Document including this Key Information Document; (b) the legality, validity, effectiveness, adequacy or enforceability of any Transaction Document or any other agreement, arrangement or document entered into, made or executed in anticipation of or in connection with any Transaction Document; or (c) any determination as to whether any information provided or to be provided to any finance party is non-public information the use of which may be regulated or prohibited by applicable law or regulation relating to insider dealing or otherwise.

The role of the Arranger in the assignment is confined to marketing and placement of the Debentures on the basis of this Key Information Document as prepared by the Issuer. The Arranger has neither scrutinized nor vetted nor has it done any due-diligence for verification of the contents of this Key Information Document. The Arranger is authorized to deliver copies of this Key Information Document on behalf of the Issuer to Eligible Investors which are considering participation in the Issue and shall use this Key Information Document for the purpose of soliciting subscriptions from Eligible Investors in the Debentures to be issued by the Issuer on a private placement basis. It is to be distinctly understood that the use of this Key Information Document by the Arranger should not in any way be deemed or construed to mean that the Key Information Document has been prepared, cleared, approved or vetted by the Arranger; nor does it in any manner warrant, certify or endorse the correctness or completeness of any of the contents of this Key Information Document; nor does it take responsibility for the financial or other soundness of this Issuer, its management or any scheme or project of the Issuer. The Arranger or any of their directors, employees, do not accept any responsibility and/or liability for any expenses paid arising of whatever nature and extent in connection with the use of any of the information contained in this Key Information Document.

The investors should carefully read and retain this Key Information Document. However, the investors are not to construe the contents of this Key Information Document as investment, legal, accounting, regulatory or tax advice, and the investors should consult with their own advisors as to all legal, accounting, regulatory, tax, financial and related matters concerning an investment in the Debentures. This Key Information Document is not intended to be the basis of any credit analysis or other evaluation and should not be considered as a recommendation by the Arranger or any other

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

person that any recipient participates in the Issue or advice of any sort. It is understood that each recipient of this Key Information Document will perform its own independent investigation and credit analysis of the proposed financing and the business, operations, financial condition, prospects, creditworthiness, status and affairs of the Issuer based on such information and independent investigation as it deems relevant or appropriate and without reliance on the Arranger or on this Key Information Document.

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

SECTION 3: RISK FACTORS

Please refer to Section 3 of the General Information Document for the risk factors in respect of the issuance of Debentures.

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

SECTION 4: [INTENTIONALLY LEFT BLANK]

SECTION 5: REGULATORY DISCLOSURES

This Key Information Document is prepared in accordance with the provisions of SEBI Debt Listing Regulations and in this Section 5, the Issuer has set out the details required as per the SEBI Debt Listing Regulations (including Schedule I thereof).

5.1 The Issuer shall file the following documents along with the listing application to the stock exchange and with the Debenture Trustee

Along with this Key Information Document and the corporate authorizations for this issuance of the Debentures, the documents set out in Section 5.1 of the General Information Document have been / shall be submitted along with the listing application to the BSE and with the Debenture Trustee.

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

Due diligence certificates from the Debenture Trustee as per the format specified in the SEBI Debenture Trustees Master Circular and in the SEBI Debt Listing Regulations.

5.3 Details of Promoters of the Issuer:

Please refer to Section 5.3 of the General Information Document for the details of the Promoters of the Issuer.

5.4 Details of credit rating along with the latest press release of the Credit Rating Agency in relation to the issue and 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.

CRISIL Ratings Limited has affirmed/assigned a rating of "CRISIL A+ (Stable)" through its letter dated **9 July, 2024** for the Debentures to be issued in the proposed Issue. The rating letter from the Rating Agency, the rating rationale from the Rating Agency and the detailed press release are provided in Annexure I of this Key Information Document.

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

5.5 Name(s) of the stock exchange(s) where the non-convertible securities are proposed to be listed and the details of their in-principle approval for listing obtained from these stock exchange(s). 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 or has been created, as specified by the Board:

The Debentures are proposed to be listed on the WDM segment of the BSE within the time period prescribed under the SEBI Listing Timelines Requirements. The Debentures are not proposed to be listed on more than one stock exchange.

The Issuer has obtained the in-principle approval for the listing of the Debentures from BSE and the same is disclosed in the General Information Document.

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 Recovery Expense Fund shall be created by the Issuer with BSE in accordance with Chapter IV of the SEBI Debenture Trustees Master Circular.

5.6 Issue Schedule:

PARTICULARS	DATE
Issue Opening Date	July 18, 2024

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

Issue Closing Date	July 18, 2024
Pay In Date	July 19, 2024
Deemed Date of Allotment	July 19, 2024

5.7 **Name, logo, addresses, website URL, email address, telephone number and contact person of specific entities in relation to the Issue:**

(a) **Legal Counsel**

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.
E-mail address	N.A.
Telephone Number	N.A.
Contact Person Details	N.A.


(b) **Merchant Banker and co-managers to the issues**

Name	N.A.
Logo	N.A.
Address	N.A.
Website	N.A.
E-mail address	N.A.
Telephone Number	N.A.
Contact Person Details	N.A.

(c) **Guarantor**

Name	N.A.
Logo	N.A.
Address	N.A.
Website	N.A.
E-mail address	N.A.
Telephone Number	N.A.
Contact Person Details	N.A.


(d) **Arrangers**

Name	CredAvenue Securities Private Limited
Logo	
Address	12 th Floor, CredAvenue Securities Private Limited, Prestige Polygon, No. 471, Annasalai, Nandanam, Chennai, Tamil Nadu, 600035
Website	https://www.aspero.in/
E-mail address	bonds.operations@yubisecurities.com
Telephone Number	044-4091 2302
Contact Person Details	Mr. Sarath Bhaskaran

(e) **Debenture Trustee to the Issue**

Name	Catalyst Trusteeship Limited
-------------	------------------------------

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

Logo	
Address	901, 9 th Floor, Tower B, Peninsula Business Park, Bapat Marg, Lower Parel, Mumbai 400013 Maharashtra
Website	www.catalysttrustee.com
E-mail address	ComplianceCTL-Mumbai@ctltrustee.com
Telephone Number	022-49220555
Contact Person Details	Mr. Umesh Salvi

(f) **Credit Rating Agency for the Issue**

Name	CRISIL Ratings Limited
Logo	 An S&P Global Company
Address	CRISIL House, Central Avenue, Hiranandani Business Park, Powai, Mumbai- 400 076, India
Website	www.crisil.com
E-mail address	sonica.gupta@crisil.com
Telephone Number	022 33423598
Contact Person Details	Ms. Sonica Gupta

(g) **Registrar the Issue**

Name	Link Intime India Private Limited
Logo	
Address	C-101, 247 Park, L.B.S. Marg, Vikhroli (West), Mumbai – 400 083
Website	www.linkintime.co.in
E-mail address	amit.dabhade@linkintime.co.in
Telephone Number	022 4918 6000
Contact Person Details	Amit Dabhade

(h) **Statutory Auditors**

Name	Nangia & Co LLP
Logo	
Peer review certificate no.	016750
Address	4th Floor, Iconic Tower, Urmi Estate, 95 Ganpatrao Kadam Marg, Lower Parel (West), Mumbai – 400013.
Website	www.nangia.com
E-mail address	info@nangia.com
Telephone Number	022 4474 3400
Contact Person Details	Mr. Jaspreet Bedi

5.8 **About the Issuer**

The following details pertaining to the issuer:

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

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

Please refer to Section 5.7(a) of the General Information Document for overview and a brief summary of the business activities of the Issuer.

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

Please refer to Section 5.7(c) of the General Information Document for overview and a brief summary of the business activities of the Issuer.

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

Please refer to Section 5.7(d) of the General Information Document for a brief summary of the business activities of the subsidiaries of the Issuer.

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

Please refer to Section 5.7(e) of the General Information Document for a brief summary of the business activities of the subsidiaries of the Issuer.

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

Not Applicable.

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	FEE/EXPENSE AMOUNT	% OF TOTAL ISSUE EXPENSES	% OF TOTAL ISSUE SIZE
1.	Lead Manager(s) fees	N. A.	N. A.	N. A.
2.	Underwriting commission	N. A.	N. A.	N. A.
3.	Brokerage, selling commission and upload fees	N. A.	N. A.	N. A.
4.	Fees payable to the registrars to the issue	N. A. #	N. A. #	N. A. #
5.	Fees payable to the legal advisors	N. A.	N. A.	N. A.
6.	Advertising and marketing expenses	N. A. *	N. A. *	N. A. *
7.	Fees payable to the regulators including stock exchanges	[redacted]	[redacted]%	[redacted]%
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	75,00,000	1.50%	1.50%

The terms of engagement entered into between the Issuer and the Registrar prescribe for an annual fee (and not an instrument-specific fee) for the services provided by the Registrar to the Issuer.

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

* 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.

5.10 Financial Information

- (a) **The audited financial statements (i.e. profit and loss statement, balance sheet and cash flow statement) both on a standalone and consolidated basis for a period of three completed years, which shall not be more than six months old from the date of the issue document or issue opening date, as applicable. Such financial statements shall be 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").**

However, if the issuer, being a listed REIT/listed InvIT, has been in existence for a period of 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.

Please refer Section 5.9(a) and Annexure I of the General Information Document.

- (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 Section 5.9(b) and Annexure I of the General Information Document.

- (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 more than 3 (three) years.

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

Please refer Section 5.9(d) and Annexure I of the General Information Document.

- (e) **Key Operational and Financial Parameters on a consolidated basis and on a standalone basis:**

Standalone Basis:

Please refer Section 5.9(e) of the General Information Document.

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

Consolidated Basis: Not applicable as the Issuer does not have any subsidiaries.

- (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 Section 5.9(f) of the General Information Document.

- (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**

Please refer Section 5.9(g) of the General Information Document for the details of corporate guarantee or letter of comfort issued by the Issuer. There are no changes to the information set out in Section 5.9(g) of the General Information Document.

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

- (a) **Details of Share Capital as on last quarter end i.e., June 30, 2024:**

Please refer Section 5.10(a) of the General Information Document.

- (b) **Changes in its capital structure as on last quarter end, i.e. June 30, 2024 for the preceding three financial years and current financial year:**

Please refer Section 5.10(b) of the General Information Document.

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

Please refer Section 5.10(c) of the General Information Document.

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

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. June 30, 2024 as per the format specified under the listing regulations:**

Please refer Section 5.10(f) of the General Information Document.

- (g) **List of top ten holders of equity shares of the Company as on the latest quarter end, i.e., June 30, 2024:**

Please refer Section 5.10(g) of the General Information Document.

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

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

Please refer Section 5.11(a) of the General Information Document.

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

Please refer Section 5.11(b) of the General Information Document.

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

(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;**

Please refer Section 5.11(c)(i) of the General Information Document.

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

Please refer Section 5.11(c)(ii) of the General Information Document.

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

A. **in the promotion of the issuer company; or**

B. **in any immovable property acquired by the issuer company in the two years preceding the date of the issue document or any immovable property proposed to be acquired by it; or**

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

Please refer Section 5.11(c)(iii) of the General Information Document.

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

Please refer Section 5.11(d) of the General Information Document.

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.**

Please refer Section 5.12 of the General Information Document for the details of 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.

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

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

Please refer Section 5.13(a) of the General Information Document.

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

Please refer Section 5.13(b) of the General Information Document.

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

5.15 **Details of the following liabilities of the issuer, as at the end of the preceding quarter, or if available, a later date:**

(a) **Details of outstanding secured loan facilities as at the end of the last quarter, i.e., March 31, 2024**:**

Please refer Section 5.14(a) of the General Information Document.

** The details in the General Information Document under this section have been provided for the financial quarter ended on March 31, 2024 as the details for the financial quarter ended on June 30, 2024 are still in the process of being prepared/updated by the Issuer. The details for the end of the last quarter (i.e. June 30, 2024) will be disclosed by the Issuer to the BSE in accordance with the LODR Regulations and any other directions of SEBI.

(b) **Details of outstanding unsecured loan facilities as at the end of the last quarter, i.e., March 31, 2024**:**

Please refer Section 5.14(b) of the General Information Document.

** The details in the General Information Document under this section have been provided for the financial quarter ended on March 31, 2024 as the details for the financial quarter ended on June 30, 2024 are still in the process of being prepared/updated by the Issuer. The details for the end of the last quarter (i.e. June 30, 2024) will be disclosed by the Issuer to the BSE in accordance with the LODR Regulations and any other directions of SEBI.

(c) **Details of outstanding non-convertible securities as at the end of the last quarter, i.e., March 31, 2024**:**

Please refer Section 5.14(c) of the General Information Document.

** The details in the General Information Document under this section have been provided for the financial quarter ended on March 31, 2024 as the details for the financial quarter ended on June 30, 2024 are still in the process of being prepared/updated by the Issuer. The details for the end of the last quarter (i.e. June 30, 2024) will be disclosed by the Issuer to the BSE in accordance with the LODR Regulations and any other directions of SEBI.

(d) **Details of commercial paper issuances as at the end of the last quarter as at the end of the last quarter, i.e., March 31, 2024**:**

Please refer Section 5.14(d) of the General Information Document.

** The details in the General Information Document under this section have been provided for the financial quarter ended on March 31, 2024 as the details for the financial quarter ended on June 30, 2024 are still in the process of being prepared/updated by the Issuer. The details for the end of the last quarter (i.e. June 30, 2024) will be disclosed by the Issuer to the BSE in accordance with the LODR Regulations and any other directions of SEBI.

(e) **List of top ten holders of non-convertible securities in terms of value (in cumulative basis) as at the end of the last quarter, i.e., March 31, 2024**:**

Please refer Section 5.14(e) of the General Information Document.

** The details in the General Information Document under this section have been provided for the financial quarter ended on March 31, 2024 as the details for the financial quarter ended on June 30, 2024 are still in the process of being prepared/updated by the Issuer. The details for the end of the last quarter (i.e. June 30, 2024) will be disclosed by the Issuer to the BSE in accordance with the LODR Regulations and any other directions of SEBI.

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

(f) **List of top ten holders of Commercial paper in terms of value (in cumulative basis) as at the end of the last quarter, i.e., March 31, 2024**:**

Please refer Section 5.14(f) of the General Information Document.

** The details in the General Information Document under this section have been provided for the financial quarter ended on March 31, 2024 as the details for the financial quarter ended on June 30, 2024 are still in the process of being prepared/updated by the Issuer. The details for the end of the last quarter (i.e. June 30, 2024) will be disclosed by the Issuer to the BSE in accordance with the LODR Regulations and any other directions of SEBI.

(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 as at the end of the last quarter, i.e., March 31, 2024**:**

Please refer Section 5.14(g) of the General Information Document.

** The details in the General Information Document under this section have been provided for the financial quarter ended on March 31, 2024 as the details for the financial quarter ended on June 30, 2024 are still in the process of being prepared/updated by the Issuer. The details for the end of the last quarter (i.e. June 30, 2024) will be disclosed by the Issuer to the BSE in accordance with the LODR Regulations and any other directions of SEBI.

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.**

Please refer Section 5.15 of the General Information Document for the details of the corporate guarantee or letter of comfort issued by the Issuer. There are no changes to the information set out in Section 5.15 of the General Information Document.

5.17 **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:**

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

Please refer Section 5.16 of the General Information Document for the details of any outstanding borrowings taken/ debt securities issued for consideration other than cash. There are no changes to the information set out in Section 5.16 of the General Information Document.

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

Please refer Section 5.17 and Section 10 of the General Information Document for the disclosures required in respect of Asset Liability Management (ALM) as per the audited financial statements for the Financial Year ended March 31, 2024.

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

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

Please refer Section 5.18 of the General Information Document.

- 5.20 **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.**

Please refer Section 5.19 of the General Information Document.

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

Please refer Section 5.20 of the General Information Document.

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

Please refer Section 5.21 of the General Information Document.

- 5.23 **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**

Please refer Section 5.22 of the General Information Document.

- 5.24 **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**

Please refer Section 5.23 of the General Information Document.

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

Please refer Section 5.24 of the General Information Document.

- 5.26 **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 Section 5.25 of the General Information Document for the details of related party transactions. The details of the related party transactions for the current year (being FY 2024-2025) are still in the process of being prepared/updated by the Issuer. These details will be disclosed to the BSE in accordance with the LODR Regulations and any other directions of SEBI.

- 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:**

S. NO.	NAME OF THE BORROWER (A)	AMOUNT OF ADVANCES /EXPOSURES TO SUCH BORROWER (GROUP) (RS. CRORE) (B)	PERCENTAGE OF EXPOSURE (C)= B/TOTAL ASSETS UNDER MANAGEMENT
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/**

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

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

Please refer Section 5.27 and Section 10 of the General Information Document.

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	REFERENCING
Directors	Please refer Annexure VIII in respect of the resolutions passed at the meeting of the board of directors of the Issuer and at the meeting of borrowing committee of the board of directors of the Issuer.
Auditors	As the Debentures will be issued by way of private placement to identified investors in accordance with the process prescribed by SEBI, and as no auditor's report is being obtained in respect of this issue of Debentures, the Issuer believes that no specific consent from the auditor is required.
Bankers to issue	As the Debentures will be issued by way of private placement to identified investors in accordance with the process prescribed by SEBI, no bankers have been appointed in respect of such issue of Debentures.
Trustees	The consent letter from Debenture Trustee is provided in Annexure II of this Key Information Document.
Solicitors /Advocates	Not applicable.
Legal Advisors	Not applicable.
Lead Manager	Not applicable.
Registrar	The consent letter from the Registrar is provided in Annexure II of this Key Information Document.
Lenders of the Issuer	As the Debentures will be issued by way of private placement to identified investors in accordance with the process prescribed by SEBI, and as no statements or confirmations from any lenders are being obtained in respect of this issue of Debentures, the Issuer believes that no specific consent from the lenders of the Issuer is required.
Experts	As the Debentures will be issued by way of private placement to identified investors in accordance with the process prescribed by SEBI, and as no statements or confirmations from any experts are being obtained in respect of this issue of Debentures, the Issuer believes that no specific consent from the lenders of the Issuer is required.

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

The Debenture Trustee of the proposed Debentures is Catalyst Trusteeship Limited. Catalyst Trusteeship 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 Key Information Document and in all the subsequent periodical communications sent to the Debenture Holders. The consent letter from Debenture Trustee is provided in Annexure II of this Key Information Document.

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

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.**

Not Applicable.

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:*** Please refer to the sub-sections named "Day Count Basis (Actual/Actual)" and "Business Day Convention" under Section 6.1 of this Key Information Document.
- (b) ***Procedure and time schedule for allotment and issue of securities:*** Please refer to the sub-section named "Issue Timing" under Section 6.1 of this Key Information Document.
- (c) ***Cash flows emanating from the non-convertible securities shall be mentioned in the Key Information Document, by way of an illustration:*** The cashflows emanating from the Debentures, by way of an illustration, are set out under Annexure IV (*Illustration of Bond Cashflows*) of this Key Information Document.

5.33 **Disclosures pertaining to wilful defaulter:**

- (a) **The following disclosures shall be made if the issuer or its promoter or director is declared wilful defaulter:**
 - (i) ***Name of the bank declaring as a wilful defaulter:*** N.A.
 - (ii) ***The year in which it was declared as a wilful defaulter:*** N.A.
 - (iii) ***Outstanding amount when declared as a wilful defaulter:*** N.A.
 - (iv) ***Name of the entity declared as a wilful defaulter:*** N.A.
 - (v) ***Steps taken, if any, for the removal from the list of wilful defaulters:*** N.A.
 - (vi) ***Other disclosures, as deemed fit by the issuer in order to enable investors to take informed decisions:*** N.A.
 - (vii) ***Any other disclosure as specified by the Board:*** N.A.
- (b) **The fact that the issuer or any of its promoters or directors is a wilful defaulter shall be disclosed prominently on the cover page with suitable cross-referencing to the pages:** N.A.

5.34 **Undertaking by the Issuer:** Please refer Section 9 of the General Information Document.

5.35 **Risk Factors:** Please refer Section 3.

5.36 **Attestation by Directors:** Please refer Section 10 of the General Information Document.

5.37 **Other details:**

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

- (a) **Creation of Debenture Redemption Reserve (DRR) / Capital Redemption Reserve (CRR) - relevant legislations and applicability:** Please refer Section 5.33(a) of the General Information Document for the details in respect of the creation of DRR.
- (b) **Issue / instrument specific regulations - relevant details (Companies Act, Reserve Bank of India guidelines 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 LODR Regulations, the SEBI Listed Debentures Circulars, the Debenture Trustees Regulations, and the guidelines and directions issued by the RBI and SEBI, applicable to issuance of non-convertible debentures on a private placement basis.
- (c) **Default in payment:** Please refer to the sub-section named "Default Interest Rate", and "Additional Disclosures (Default in Payment)" of Section 6.1 (Summary Terms) in respect of the additional interest in the event of a default in payment, and Section 6.2.6.2(a) in respect of the event of default in the event of a default in payment.
- (d) **Delay in listing:** Please refer the sub-section named "Listing (name of stock Exchange(s) where it will be listed and timeline for listing)" of Section 6.1 (Summary Terms) in relation to the listing requirements in respect of the Debentures and sub-section named "Additional Disclosures (Delay in Listing)" of Section 6.1 (Summary Terms) in respect of the default interest in the event of delay in listing.
- (e) **Delay in allotment of securities:**
- (i) The Issuer shall ensure that the Debentures are allotted to the respective Debenture Holders and are credited into the demat accounts of the relevant Debenture Holders within the timelines prescribed under the SEBI Listing Timelines Requirements.
 - (ii) The Debentures shall be 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.
 - (iii) Without prejudice to, and in supplement of, any other provision of the DTD, if the Issuer fails to allot the Debentures to the Applicants following the date of receipt of the Application Money within the time period prescribed under the Companies Act ("**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**").
 - (iv) 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 6.1 (Summary Terms) of this Key Information Document.
- (g) **Application process:** The application process for the Issue is as provided in Section 7 of this Key Information Document.
- (h) **Disclosure prescribed under PAS-4 of 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 is provided in Annexure X. Please refer Annexure X for all disclosures required under the Companies (Prospectus and Allotment of Securities) Rules, 2014.
- (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.

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

5.38 **Other matters and reports:**

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

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

- (A) **the profits or losses of the business for each of the three financial years immediately preceding the date of the issue of the 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.**

Not applicable.

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

- (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 immoveable 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

Not applicable.

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

- (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.**

Not applicable.

- (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 subsidiaries in the manner as provided in Section 5.38(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 Section 5.33(e) of the General Information Document for the broad lending and borrowing policy of the Issuer.

- (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

- (g) **The matters relating to: (i) Material contracts; (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**

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

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

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

S. No.	Nature of Contract
1.	Certified true copy of the memorandum of association, the articles of association, and the certificate of incorporation of the Issuer.
2.	Resolution dated June 11, 2024 of the borrowing committee of the board of directors of the Issuer.
3.	Resolutions dated August 2, 2022, November 3, 2023 and May 7, 2024 of the board of directors of the Issuer.
4.	Resolution dated July 2, 2024 of the shareholders of the Issuer authorizing the issue of non-convertible debentures by the Issuer.
5.	Annual reports of the Issuer for the last 3 (three) Financial Years.
6.	Credit rating letter, the rating rationale and the press release from the Rating Agency.
7.	Letter from Catalyst Trusteeship Limited dated 9 July, 2024 giving its consent to act as Debenture Trustee.
8.	Letter from Link Intime India Private Limited dated 9 July, 2024 giving its consent to act as Register and Transfer Agent.
9.	The tripartite agreement(s) executed between the Issuer, the Registrar and the relevant Depositories.
10.	The application made to BSE for grant of in-principle approval for listing of Debentures, and the in-principle approval provided by the BSE in respect of the General Information Document.
11.	The due diligence certificate(s) issued by the Debenture Trustee pursuant to the SEBI Debenture Trustees Master Circular and the other SEBI Listed Debentures Circulars.
12.	The Transaction Documents (including the Debt Disclosure Documents).

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

Please refer Section 5.33(h) of the General Information Document.

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

Please refer Section 5.33(i) of the General Information Document.

- (j) **The details of:**

- **any inquiry, inspections or investigations initiated or conducted under the securities laws or Companies Act, 2013 (18 of 2013) or any previous companies law;**

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

- **prosecutions filed, if any (whether pending or not); and**
 - **finances 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.**

Please refer Section 5.33(j) of the General Information Document.

5.39 **Summary Terms:** Please refer Section 6.1 below.

SECTION 6: KEY TERMS OF THE ISSUE

6.1 SUMMARY TERMS

Security Name (Name of the non-convertible securities which includes (Coupon/dividend, Issuer Name and maturity year) e.g. 8.70% XXX 2015.	9.65%Auxilo2027
Issuer	Auxilo Finserve Private Limited
Type of Instrument	Senior, secured, rated, listed, taxable, redeemable, transferable, non-convertible debentures
Nature of Instrument (Secured or Unsecured)	Secured
Seniority (Senior or Subordinated)	Senior
Eligible Investors	As specified in Section 7.7 (<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, the jurisdictional registrar of companies 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 ("Listing Period").</p> <p>(b) The Issuer shall ensure that the Debentures continue to be listed on the wholesale debt market segment of the BSE.</p> <p>(c) The Issuer shall ensure that the Debentures at all times are rated in accordance with the provisions of the Transaction Documents and that the rating of the Debentures is not withdrawn until the Final Settlement Date.</p> <p>(d) 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 Deemed Date of Allotment until the listing of the Debentures is completed.</p>
Rating of the Instrument	"CRISIL A+ (Stable)" by CRISIL Ratings Limited
Issue Size	INR 50,00,00,000 (Indian Rupees Fifty Crore)
Minimum Subscription	Minimum application shall not be less than INR 1,00,00,000 (Indian Rupees One Crore) (being 100 (one hundred) Debentures) and in multiples of 1 (one) Debenture thereafter
Option to retain oversubscription (Amount)	N.A.

<p>Objects of the Issue / Purpose for which there is requirement of funds</p>	<p>(a) The funds raised by the Issue shall be utilized by the Issuer for the following purposes ("Purpose"):</p> <ul style="list-style-type: none"> (i) for general corporate purposes of the Issuer; and/or (ii) for utilisation in the ordinary course of business of the Issuer (including for repayment or refinancing of existing Financial Indebtedness of the Issuer). <p>The amount equivalent to 100% of the funds raised by the Issue will be utilized towards the purpose set out above. The Issuer has not, as of the date of the Key Information Document, determined the specific allocation between the objects set out in (i) and (ii) 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"> (i) any capital market instrument such as equity, debt, debt linked, and equity linked instruments or any other capital market related activities (whether directly or indirectly); (ii) any speculative purposes; (iii) investment in the real estate sector/real estate business (including the acquisition/purchase of land); (iv) in contravention of Applicable Law (including without limitation, any guidelines, rules or regulations of the RBI and SEBI); and (v) 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.17/21.04.172/2024-25 dated April 24, 2024 on "<i>Bank Finance to Non-Banking Financial Companies (NBFCs)</i>". <p>PROVIDED HOWEVER THAT until the funds raised by the Issue are utilised by the Issuer in accordance with the Purpose, the Issuer shall be entitled to temporarily invest the funds raised by the Issue in overnight and/or liquid schemes of mutual funds and/or deposits held with scheduled commercial banks.</p>
<p>In case the issuer is a 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:</p>	<p>Not Applicable.</p>

<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 following purposes:</p> <ul style="list-style-type: none"> (i) for general corporate purposes of the Issuer; and/or (ii) for utilisation in the ordinary course of business of the Issuer (including for repayment or refinancing of existing Financial Indebtedness of the Issuer). <p>The amount equivalent to 100% of the funds raised by the Issue will be utilized towards the purpose set out above. The Issuer has not, as of the date of the Key Information Document, determined the specific allocation between the objects set out in (i) and (ii) 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"> (i) any capital market instrument such as equity, debt, debt linked, and equity linked instruments or any other capital market related activities (whether directly or indirectly); (ii) any speculative purposes; (iii) investment in the real estate sector/real estate business (including the acquisition/purchase of land); (iv) in contravention of Applicable Law (including without limitation, any guidelines, rules or regulations of the RBI and SEBI); and (v) 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.17/21.04.172/2024-25 dated April 24, 2024 on "<i>Bank Finance to Non-Banking Financial Companies (NBFCs)</i>". <p>(i) PROVIDED HOWEVER THAT until the funds raised by the Issue are utilised by the Issuer in accordance with the Purpose, the Issuer shall be entitled to temporarily invest the funds raised by the Issue in overnight and/or liquid schemes of mutual funds and/or deposits held with scheduled commercial banks.</p>
<p>Coupon/Dividend Rate</p>	<p>"Interest Rate" means 9.65% (nine decimal six five percent) per annum, payable quarterly (on the Interest Payment Dates).</p> <p>INTEREST ON DEBENTURES</p> <p>(a) Subject to any premature redemption of the Debentures in accordance with the provisions of the Transaction Documents, the interest on the Debentures shall accrue at the Interest Rate from the Deemed Date of Allotment until the Debentures are repaid in full and shall be payable by the Issuer to the relevant Debenture Holders in the manner</p>

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

	<p>determined herein (including pursuant to the sub-section named "Step Up/Step Down Coupon" below) on each Interest Payment Date.</p> <p>The indicative interest payment and redemption schedule is set out in Annexure IV.</p> <p>(b) Without prejudice to the above, if the Debentures are prematurely redeemed and/or accelerated in accordance with the provisions of the Transaction Documents, the interest and all other amounts in respect of the Debentures shall be paid in accordance with the manner set out in the DTD.</p>
<p>Step Up/Step Down Coupon Rate</p>	<p>(a) Step Up (Debentures)</p> <p>(i) If the rating of the Debentures is downgraded below the Rating, the Interest Rate shall be increased by 0.25% (zero decimal two five percent) for each downgrade of 1 (one) notch from the Rating ("Step Up Rate (Debentures)"), and such increased Interest Rate shall be applicable on the Outstanding Principal Amounts with effect from the date of such downgrade. Step Up (Debentures), in accordance with this paragraph (i) shall not require any notice, intimation or action on behalf of the Debenture Trustee or the Debenture Holders.</p> <p>(ii) Following the Step Up (Debentures) until the rating of the Debentures is restored to the Rating, if the rating of the Debentures is upgraded, the prevailing Step Up Rate (Debentures) shall be decreased by 0.25% (zero decimal two five percent) for each upgrade of 1 (one) notch from the rating of the Debentures (until the rating of the Debentures is restored to the Rating) and such decreased rate of interest shall be applicable on the Outstanding Principal Amounts with effect from the date of such upgrade. PROVIDED THAT the decreased rate of interest in accordance with this paragraph (ii) cannot, in any case, be lower than the Interest Rate. The decrease in the rate of interest in accordance with this paragraph (ii) shall not require any notice, intimation or action on behalf of the Debenture Trustee or the Debenture Holders.</p> <p>It is clarified that, if following the Step Up (Debentures), the rating of the Debentures is restored to the Rating, then the interest shall be payable at the Interest Rate, from the date that the rating of the Debentures is restored to the Rating.</p> <p>(iii) Where the Issuer has obtained a rating in relation to the Debentures from more than one rating agency, the lowest rating issued by the rating agencies in relation to the Debentures shall be considered for the purpose of increase in the Step Up (Debentures).</p> <p>(b) Step Up (Company Rating)</p> <p>(i) If the rating of the Issuer is downgraded below the Company Rating, the Interest Rate shall be increased by 0.25% (zero decimal two five percent) for each downgrade of 1 (one)</p>

	<p>notch from the Company Rating ("Step Up Rate (Company)"), and such increased Interest Rate shall be applicable on the Outstanding Principal Amounts with effect from the date of such downgrade. Step Up (Company), in accordance with this paragraph (i) shall not require any notice, intimation or action on behalf of the Debenture Trustee or the Debenture Holders.</p> <p>(ii) Following the Step Up (Company) until the rating of the Issuer is restored to the Company Rating, if the rating of the Issuer is upgraded, the prevailing Step Up Rate (Company) shall be decreased by 0.25% (zero decimal two five percent) for each upgrade of 1 (one) notch from the rating of the Issuer (until the rating of the Issuer is restored to the Company Rating) and such decreased rate of interest shall be applicable on the Outstanding Principal Amounts with effect from the date of such upgrade. PROVIDED THAT the decreased rate of interest in accordance with this paragraph (ii) cannot, in any case, be lower than the Interest Rate. The decrease in the rate of interest in accordance with this paragraph (ii) shall not require any notice, intimation or action on behalf of the Debenture Trustee or the Debenture Holders.</p> <p>It is clarified that, if following the Step Up (Company), the rating of the Issuer is restored to the Company Rating, then the interest shall be payable at the Interest Rate, from the date that the rating of the Issuer is restored to the Company Rating.</p> <p>(iii) Where the Issuer has obtained a rating in relation to the Issuer from more than one rating agency, the lowest rating issued by the rating agencies in relation to the Issuer shall be considered for the purpose of increase in the Step Up (Company).</p>
Coupon/Dividend Payment Frequency	Quarterly. The indicative interest payment schedule is set out in Annexure IV.
Coupon/Dividend Payment Dates	The Interest Payment Dates and the indicative interest payment schedule is set out in Annexure IV.
Cumulative / non cumulative, in case of dividend	Not Applicable.
Coupon Type (Fixed, floating or other structure)	Fixed.
Coupon Reset Process (including rates, spread, effective date, interest rate cap and floor etc).	Not Applicable.
Day Count Basis (Actual/Actual)	Interest and all other charges shall accrue based on an actual/actual basis.

<p>Interest on Application Money</p>	<p>(a) Interest at the Interest Rate, 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 (and including) the date of receipt of such Application Money up to (and including) the day occurring 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 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 every successful Applicant.</p>
<p>Default Interest Rate</p>	<p>(a) In the event of occurrence of a Payment Default, the Issuer shall pay additional interest at 2% (two percent) per annum over the Interest Rate on the amount of such Payment Default from the date of the occurrence of a Payment Default until such Payment Default is cured or the Secured Obligations are repaid (whichever is earlier), on each Interest Payment Date occurring during the aforementioned period.</p> <p>(b) In the event the Issuer fails to maintain the Security Cover, the Issuer shall pay additional interest at 2% (two percent) per annum over the Interest Rate on the Outstanding Principal Amounts from the date of the occurrence of such failure until such failure is cured or the Secured Obligations are repaid (whichever is earlier), on each Interest Payment Date occurring during the aforementioned period.</p> <p>(c) In case of any default/failure in the performance of any covenants set out in the DTD and/or any other Transaction Documents (including without limitation, the financial covenants set out under Section 6.2.2 (<i>Financial Covenants</i>) of the DTD), the Issuer shall pay additional interest at 2% (two percent) per annum over the Interest Rate on the Outstanding Principal Amounts from the date of the occurrence of such default/failure until such default/failure is cured or the Secured Obligations are repaid (whichever is earlier), on each Interest Payment Date occurring during the aforementioned period. PROVIDED THAT no additional interest will be payable pursuant to this paragraph (c) if any additional interest is being paid by the Issuer pursuant to (i) paragraph (a) above, (ii) paragraph (b) above, (iii) paragraph (d) of the sub-section named "<i>Listing (name of stock Exchange(s) where it will be listed and timeline for listing)</i>", and/or Section 6.2.4(n) below.</p> <p>(d) Unless specifically provided otherwise, any additional/default interest payable by the Issuer in accordance with any provision of the DTD or any other Transaction Document shall be in addition to and independent of any additional/default interest payable by the Issuer in accordance with any other provision of the DTD or any other</p>

	Transaction Document.
Tenor	36 (thirty six) months from the Deemed Date of Allotment
Redemption Date	July 19, 2027 The illustrative redemption schedule is set out in Annexure IV.
Redemption Amount	INR 1,00,000 (Indian Rupees One Lakh) per Debenture.
Redemption Premium/Discount	Not applicable.
Issue Price	INR 1,00,000 (Indian Rupees One Lakh) per Debenture.
Discount at which security is issued and the effective yield as result of such discount	Not Applicable.
Put Date	Not Applicable.
Put Price	Not Applicable.
Call Date	<p>(a) The Issuer shall have the right (but not the obligation) to redeem the Debentures on the Call Option Termination Date (the "Call Option"), in accordance with this sub-section named "<i>Call Date</i>". The illustrative redemption schedule is set out in Annexure IV.</p> <p>(b) For the purposes of exercising the Call Option on the Call Option Termination Date:</p> <p>(i) the Issuer shall provide a notice to the Debenture Trustee and the Debenture Holders in writing at least 21 (twenty one) calendar days prior to the commencement of the Call Option Exercise Period informing the Debenture Trustee and the Debenture Holders of its intention to exercise the Call Option ("Call Option Payment Notification") on the Call Option Termination Date, in the following manner:</p> <p>(A) soft copy of the Call Option Payment Notification shall be sent to the Debenture Holders who have registered their e-mail address(es) with the Issuer and/or with any Depository; and</p> <p>(B) hard copy of the Call Option Payment Notification shall be sent to the Debenture Holders who have not registered their e-mail address(es) with the Issuer and/or with any Depository; and</p> <p>(ii) following the providing of the Call Option Payment Notification, the Issuer shall redeem the Debentures by making payment of all Outstanding Amounts to Debenture Holders on any day within the Call Option Exercise Period, wherein it is mutually agreed between the Issuer and the Debenture Trustee that such payment shall be made on the</p>

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

	<p>Call Option Termination Date.</p> <p>(c) The Call Option Payment Notification shall be irrevocable.</p>
Call Price	At par. Please refer sub-section named " <i>Call Date</i> " for further details.
Put Notification Time (Timelines by which the investor need to intimate Issuer before exercising the put)	Not Applicable.
Call Notification Time (Timelines by which the Issuer need to intimate investor before exercising the call)	Please refer sub-section named " <i>Call Date</i> " for further details.
Face Value	INR 1,00,000 (Indian Rupees One Lakh) per Debenture.
Minimum subscription amount and in multiples thereafter	Minimum application shall not be less than INR 1,00,00,000 (Indian Rupees One Crore) (being 100 (one hundred) Debentures) and in multiples of 1 (one) Debenture thereafter
Issue Timing	
1. Issue Opening Date	July 18, 2024
2. Issue Closing Date	July 18, 2024
3. Date of earliest closing of the issue, if any.	N.A.
4. Pay-in Date	July 19, 2024
5. Deemed Date of Allotment	July 19, 2024
Settlement Mode of the Instrument	Please refer Section 7 below.
Depository	NSDL and CDSL
Disclosure of Interest/Dividend/ redemption dates	The illustrative interest payment and redemption schedule is set out in Annexure IV.
Record Date	15 (fifteen) calendar days prior to each Due Date.
All covenants of the issue (including side letters, accelerated payment clause, etc.)	<p>To be more particularly set out in the DTD and the other Transaction Documents.</p> <p>Please also refer Section 6.2 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>

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

	All other covenants prescribed by/commercially agreed with the proposed investors are set out in this Section 6.1.
<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 Key Information Document</p>	<p>I. SECURITY</p> <p>(a) Hypothecated Assets</p> <p>The Debentures and the Outstanding Amounts in respect thereof shall be secured on or prior to the Deemed Date of Allotment by way of (i) a first ranking exclusive and 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 certain identified book debts/loan receivables of the Issuer as described therein (the "Hypothecated Assets"), and (ii) such other security interest as may be agreed between the Issuer and the Debenture Holders ((i) and (ii) above are collectively referred to as the "Transaction Security").</p> <p>(b) Security Cover and Maintenance</p> <p>(i) The charge over the Hypothecated Assets shall at all times, commencing from the Deemed Date of Allotment until the Final Settlement Date, be at least 1 (one) times the value of the Outstanding Principal Amounts and the accrued interest thereon (the "Security Cover") and shall be maintained at all times until the Final Settlement Date.</p> <p>(ii) 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.</p> <p>(c) Filings and other information</p> <p>(i) 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 within the time period prescribed under the Deed of Hypothecation.</p> <p>(ii) The Debenture Trustee shall file the prescribed Form I with CERSAI reporting the charge created to the CERSAI within the time period prescribed under the Deed of Hypothecation. The Issuer will provide all information and assistance that the Debenture Trustee may require, to enable it to file the prescribed Form I with CERSAI within the time period prescribed under the Deed of Hypothecation.</p> <p>(iii) Within [redacted] Business Days of receipt of a request from the Debenture Trustee, the Issuer shall authenticate any information relating to the Debentures, to be submitted by the Debenture Trustee with the Information Utility.</p> <p>(d) Others</p> <p>The Issuer hereby further agrees, declares and covenants with the</p>

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

	<p>Debenture Trustee as follows:</p> <ul style="list-style-type: none">(i) all the Hypothecated Assets that will be charged to the Debenture Trustee under the Deed of Hypothecation shall always be kept distinguishable and held as the exclusive property of the Issuer specifically appropriated to the Transaction Security and be dealt with only under the directions of the Debenture Trustee;(ii) the Issuer shall not create any charge, lien or other encumbrance upon or over the Hypothecated Assets or any part thereof except in favour of the Debenture Trustee nor will it do or allow anything that may prejudice the Transaction Security;(iii) the Issuer shall, at the time periods set out in the Deed of Hypothecation, provide a list of the Hypothecated Assets to the Debenture Trustee over which charge is created and subsisting by way of hypothecation in favour of the Debenture Trustee (for the benefit of the Debenture Holders) and sufficient to maintain the Security Cover;(iv) the Issuer shall, within the timelines prescribed under the Deed of Hypothecation, add fresh receivables/Client Loans to the Hypothecated Assets, in accordance with the Deed of Hypothecation, so as to ensure that the Security Cover is maintained or replace such Hypothecated Assets that do not satisfy the eligibility criteria prescribed in the Transaction Documents. It is hereby clarified that, in the event the Client Loans comprising the Hypothecated Assets become overdue for more than [redacted] days, the Issuer will promptly and in no case later than 15 (fifteen) days of the occurrence of the above event or such other time period as may be prescribed by the Debenture Holders, ensure that the value of the Hypothecated Assets equals or exceeds the stipulated Security Cover by creating a charge by way of hypothecation over additional or new Client Loans that fulfil the eligibility criteria prescribed under the Transaction Documents;(v) the security interest created on the Hypothecated Assets shall be a continuing security; and(vi) the Hypothecated Assets shall fulfil the eligibility criteria set out in the Deed of Hypothecation. <p>II. SPECIFIC DISCLOSURES</p> <ul style="list-style-type: none">(a) Type of security: Book debts/loan receivables.(b) Type of charge: Hypothecation.(c) Date of creation of security/ likely date of creation of security: On or prior to the Deemed Date of Allotment.(d) Minimum security cover: At least 1 (one) times the value of the Outstanding Principal Amounts and the accrued interest thereon.
--	--

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

	<p>(e) Revaluation: N.A.</p> <p>(f) Replacement of security: The Issuer shall, within the timelines prescribed under the Deed of Hypothecation, add fresh receivables/Client Loans to the Hypothecated Assets, in accordance with the Deed of Hypothecation, so as to ensure that the Security Cover is maintained or replace such Hypothecated Assets that do not satisfy the eligibility criteria prescribed in the Transaction Documents.</p> <p>(g) Interest over and above the coupon rate:</p> <p>(i) In the event the Issuer fails to maintain the Security Cover, the Issuer shall pay additional interest at 2% (two percent) per annum over the Interest Rate on the Outstanding Principal Amounts from the date of the occurrence of such failure until such failure is cured or the Secured Obligations are repaid (whichever is earlier), on each Interest Payment Date occurring during the aforementioned period.</p> <p>(ii) In the event of any delay in the execution of any Transaction Document (including the DTD 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> <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 and perfected in terms thereof or the Secured Obligations are discharged (whichever is earlier).</p>
<p>Transaction Documents</p>	<p>means:</p> <p>(a) the DTD;</p> <p>(b) the Debenture Trustee Agreement;</p> <p>(c) the Deed of Hypothecation;</p> <p>(d) the Debt Disclosure Documents;</p> <p>(e) the letters issued by, and each memorandum of understanding/agreement entered into with, the Rating Agency, the Debenture Trustee and/or the Registrar;</p> <p>(f) each tripartite agreement between the Issuer, the Registrar and the relevant Depository;</p>

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

	<p>(g) the resolutions and corporate authorisations provided pursuant to the Conditions Precedent; and</p> <p>(h) any other document that may be designated as a Transaction Document by the Debenture Trustee or the Debenture Holders, and "Transaction Document" means any of them.</p>
<p>Conditions precedent to Disbursement</p>	<p>The Issuer shall, prior to the Deemed Date of Allotment, fulfil the following conditions precedent, each in a form and manner satisfactory and acceptable to the Debenture Trustee/the Applicants:</p> <p>AUTHORISATIONS</p> <p>(a) a copy of the Issuer's Constitutional Documents certified as correct, complete and in full force and effect by an authorised person of the Issuer;</p> <p>(b) copies of the authorisations, approvals and licenses (governmental or otherwise) received by the Issuer from the RBI or any other Governmental Authority in relation to (i) the business of the Issuer, and (ii) the execution, delivery and performance of the Issuer's obligations under the Transaction Documents (if any);</p> <p>(c) a copy of the resolution of the Issuer's board of directors and any resolution of any committee of the 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 authorised person of the Issuer;</p> <p>(d) a copy of the resolution of the shareholders of the Issuer in accordance with Section 180(1)(c) of the Companies Act certified as correct, complete and in full force and effect by an authorised person of the Issuer OR a certificate of an authorised person of the Issuer confirming the non-applicability of Section 180(1)(c) of the Companies Act;</p> <p>(e) a copy of the resolution of the shareholders of the Issuer in accordance with Section 180(1)(a) of the Companies Act certified as correct, complete and in full force and effect by an authorised person of the Issuer OR a certificate of an authorised person of the Issuer confirming the non-applicability of Section 180(1)(a) of the Companies Act;</p> <p>(f) (to the extent applicable) a copy of the resolution of the shareholders of the Issuer under Section 42 of the Companies Act approving issuance of non-convertible debentures by the Issuer on a private placement basis certified as correct, complete and in full force and effect by an authorised person of the Issuer;</p> <p>TRANSACTION DOCUMENTS</p> <p>(g) execution, delivery and stamping of the Transaction Documents (including the Debt Disclosure Documents) in a form and manner satisfactory to the Debenture Trustee;</p> <p>CERTIFICATES AND CONFIRMATIONS</p>

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

	<p>(h) a copy of the rating letter and the rating rationale issued by the Rating Agency in relation to the Debentures;</p> <p>(i) a copy of the consent from the Debenture Trustee to act as the debenture trustee for the issue of Debentures;</p> <p>(j) a copy of the consent from the Registrar to act as the registrar and transfer agent for the issue of Debentures;</p> <p>(k) a copy of the tripartite agreement(s) executed between the Issuer, the Registrar and the relevant Depository;</p> <p>(l) a copy of the due diligence certificate(s) issued by the Debenture Trustee pursuant to the SEBI Debenture Trustees Master Circular and the other SEBI Listed Debentures Circulars;</p> <p>OTHERS</p> <p>(m) evidence that all "know your customer" requirements prescribed by the Debenture Trustee and the Applicants have been provided/fulfilled;</p> <p>(n) the audited financial statements of the Issuer for the Financial Year ended March 31, 2024, and, to the extent required by the Debenture Holders and available with the Issuer, the most recently prepared audited/unaudited financial statements of the Issuer for most recent financial quarter;</p> <p>(o) a copy of the in-principle approval provided by the BSE in respect of the General Information Document;</p> <p>(p) 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:</p> <p>(i) the details of 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;</p> <p>(ii) the Issuer has the power under the Constitutional Documents to borrow monies by way of the issuance of the Debentures and create the Transaction Security to secure such Debentures;</p> <p>(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;</p> <p>(iv) no 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;</p> <p>(v) the entry into and performance by it of, and the transactions</p>
--	---

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

	<p>contemplated by the Transaction Documents do not and will not conflict with (A) its Constitutional Documents, or (B) any agreement or instrument binding upon it or any of its Assets, including but not limited to any terms and conditions of the existing Financial Indebtedness of the Issuer;</p> <p>(vi) the representations and warranties contained in the DTD and the other Transaction Documents are true and correct in all respects;</p> <p>(vii) no Event of Default has occurred or is subsisting;</p> <p>(viii) no Material Adverse Effect has occurred;</p> <p>(ix) all the facilities, financial assistances and other borrowings availed by the Issuer are classified as "standard" (determined in accordance with the criteria prescribed by the RBI), and the Issuer has not defaulted in making any payments in respect thereof;</p> <p>(x) the Issuer is a private limited company for the purposes of the (Indian) Companies Act, 2013 and the provisions of Section 180(1)(c) and Section 180(1)(a) of the (Indian) Companies Act, 2013 are not applicable to it; and</p> <p>(xi) 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;</p> <p>(q) a certificate of a chartered accountant addressed to the Debenture Trustee confirming as on the Deemed Date of Allotment/the date of the certificate:</p> <p>(i) the statements made in the certificate provided pursuant to paragraphs(p)(iii) and (p)(v) above;</p> <p>(ii) the receivables comprising the Hypothecated Assets comply with the eligibility criteria prescribed in the Deed of Hypothecation; and</p> <p>(iii) (if so required) there are no proceedings or claims for the recovery of any Tax pending against the Issuer, including, without limitation, any income tax proceedings requiring it to obtain the consent/no-objection certificate from the tax authorities/assessing officer under Section 281 of the Income Tax Act, 1961 in respect of the security created pursuant to the Transaction Documents; and</p> <p>(r) such other information, documents, certificates, opinions and instruments as the Debenture Trustee and the Applicants may request in connection with the transactions contemplated under the Transaction Documents.</p>
--	---

<p>Conditions Subsequent to Disbursement</p>	<p>The Issuer shall fulfil the following conditions subsequent, to the satisfaction of the Debenture Trustee, following the Deemed Date of Allotment:</p> <ul style="list-style-type: none"> (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 the SEBI Listing Timelines Requirements; (b) 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; (c) the Issuer shall file a return of allotment of securities under Form PAS-3 of the Companies (Prospectus and Allotment of Securities) Rules, 2014 with the ROC within 15 (fifteen) calendar days of the allotment of the Debentures along with a list of the Debenture Holders and with the prescribed fee; (d) if so required, the Issuer shall maintain and file a copy of Form PAS-5 in accordance with the Companies (Prospectus and Allotment of Securities) Rules, 2014 in respect of the issue of the Debentures; (e) the Issuer shall, in respect of the Deed of Hypothecation, file a copy of Form CHG-9 with ROC and shall ensure and procure that the Debenture Trustee files the prescribed Form I with CERSAI, each within 30 (thirty) days from the date of execution of the Deed of Hypothecation; (f) the Issuer shall, within 60 (sixty) calendar days of the Deemed Date of Allotment, provide a certificate from an independent chartered accountant in respect of the utilisation of funds raised by the issue of the Debentures; and (g) the Issuer shall provide such other information, documents, certificates, opinions and instruments as the Debenture Trustee and the Debenture Holders may reasonably request in connection with the transactions contemplated under the Transaction Documents.
<p>Event of Default (including manner of voting /conditions of joining Inter Creditor Agreement)</p>	<p>Please refer Section 6.2.6 below.</p>
<p>Creation of recovery expense fund</p>	<ul style="list-style-type: none"> (a) 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. (b) 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)</p>	<p>Please refer sections named "<i>Default Interest Rate</i>" above and Section 6.2.6 below.</p>

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

Provisions related to Cross Default	<p>The below is an event of default.</p> <p>(i) The Issuer, any Promoter of the Issuer, or any subsidiaries (as defined in the Companies Act) of the Issuer (if any), or the holding company (as defined in the Companies Act) of the Issuer (if any):</p> <p>(A) defaults in any payment of any Financial Indebtedness beyond the period of grace, if any, provided in the instrument or agreement under which such Financial Indebtedness was created; or</p> <p>(B) defaults in the observance or performance of any agreement or condition relating to any Financial Indebtedness or contained in any instrument or agreement evidencing, securing or relating thereto or any other event shall occur or condition exist, the effect of which default or other event or condition is to cause or to permit the holder or holders of such Financial Indebtedness to cause (determined without regard to whether any notice is required) any such Financial Indebtedness to become due prior to its stated maturity, and such Financial Indebtedness is declared to be due and payable.</p> <p>(ii) Any acceleration of any Financial Indebtedness of the Issuer, any Promoter of the Issuer, or any subsidiaries (as defined in the Companies Act) of the Issuer (if any), or the holding company (as defined in the Companies Act) of the Issuer (if any), wherein the relevant Financial Indebtedness shall be declared to be due and payable, or required to be prepaid other than by a regularly scheduled required prepayment, prior to the stated maturity thereof, whether as a result of the occurrence of an event of default or the breach of any covenants (howsoever described and/or by whatever name called) under the relevant financing documents.</p> <p>PROVIDED THAT no event or default under (i) and (ii) above shall result in any Event of Default if such event or default is (to the extent such event or default is (in the opinion of the Debenture Trustee (acting on the instructions of the Majority Debenture Holders)) capable of remedy) and is remedied (to the satisfaction of the Debenture Trustee) within such period as may be prescribed by the Debenture Trustee (acting on the instructions of the Majority Debenture Holders).</p>
Roles and Responsibilities of the Debenture Trustee	<p>In addition to the powers conferred on the Debenture Trustee in the DTD and Applicable Law, and without limiting the liability of the Debenture Trustee, it is agreed as follows:</p> <p>(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;</p> <p>(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,</p>

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

	<p>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;</p> <p>(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 (i) the power to consent (where such consent is required) to a specified transaction or class of transactions (with or without specifying additional conditions); and (ii) to determine all questions and doubts arising in relation to the interpretation or construction any of the provisions of the DTD;</p> <p>(d) the Debenture Trustee shall not be responsible for the amounts paid by the Applicants for the Debentures;</p> <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 Holders by way of a Special Resolution passed at a meeting of 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 of its actions or deeds in relation to the Transaction Documents;</p> <p>(h) subject to the approval of the Debenture Holders by way of a Special Resolution passed at a meeting of 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</p>
--	---

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

	<p>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 Holders 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) without prejudice to anything contained in sub-section, the Debenture Trustee shall oversee and monitor the transaction contemplated in the Transaction Documents for and on behalf of the Debenture Holders;</p> <p>(k) 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>(l) the Debenture Trustee shall, until the Final Settlement Date, adhere to and comply with its obligations and responsibilities under the SEBI Debenture Trustees Master Circular.</p> <p>PROVIDED THAT nothing contained in this sub-section shall exempt the Debenture Trustee or any receiver, attorney, manager, agent or other person appointed by the Debenture Trustee from or indemnify them against any liability for breach of trust nor any liability which by virtue of any rule or Applicable Law would otherwise attach to them in respect of any negligence, default or breach of trust which they may be guilty of in relation to their duties hereunder.</p>
<p>Risk factors pertaining to the issue</p>	<p>Please refer Section 3.</p>
<p>Governing Law & Jurisdiction</p>	<p>The Transaction Documents shall be governed by and will be construed in accordance with the laws of India and any disputes arising there from shall be subject to the jurisdiction of appropriate courts and tribunals at Mumbai, India, and as more particularly provided for in the respective Transaction Documents.</p>
<p>Business Day Convention</p>	<p>(a) Interest and all other charges shall accrue based on an actual/actual basis.</p> <p>(b) All payments in respect of the Debentures required to be made by the Issuer shall be made on a Business Day.</p> <p>(c) If any Due Date on which any interest or additional interest is payable falls on a day which is a Sunday or is not a Business Day, the payment to be made on such Due Date shall be made on the succeeding</p>

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

	<p>Business Day.</p> <p>(d) If any Due Date on which any Outstanding Principal Amounts are payable falls on a day which is a Sunday or is not a Business Day, the payment to be made on such Due Date shall be made on the preceding Business Day.</p> <p>(e) If the Final Redemption Date falls on a day which is a Sunday or is not a Business Day, the payment of any amounts in respect of the Outstanding Principal Amounts to be made shall be made on the preceding Business Day.</p> <p>(f) In the absence of anything to the contrary, if any day for performance of any acts under the Transaction Documents (other than those set out in (c) to (e) above) falls on a day which is not a Business Day, such acts shall be performed shall be made on the succeeding Business Day.</p>
<p>Multiple Issuances</p>	<p>The Issuer reserves the right to make multiple issuances under the same ISIN with reference to Chapter VIII (<i>Specifications related to ISIN for debt securities</i>) of the Listed NCDs Master Circular. Such issue can be made either by way of creation of a fresh ISIN or by way of issuance under an existing ISIN at premium/par/discount as the case may be in line with Chapter VIII (<i>Specifications related to ISIN for debt securities</i>) of the Listed NCDs Master Circular.</p>
<p>Right to repurchase</p>	<p>(a) The Issuer, subject to the Applicable Law, shall have the option from time to time to repurchase a part or all of the Debentures from the secondary market or otherwise, upon obtaining prior mutual consent from the Debenture Holders, at any time prior to the Final Settlement Date.</p> <p>(b) In the event any or all of the Debentures are repurchased or redeemed under any circumstances whatsoever, the Issuer shall have, and shall be deemed to have had, subject to Applicable Law, the power to re-issue the Debentures either by re-issuing the same Debentures or by issuing other non-convertible debentures in their place.</p> <p>(c) In respect of any repurchased/redeemed Debenture, the Issuer shall have the power to (either for a part or all of the Debenture) cancel, keep alive, appoint nominee(s) to hold or reissue at such price and on such terms and conditions as it may deem fit and as is permitted under Applicable Law.</p>
<p>Tax Deduction</p>	<p>(i) All payments to be made by the Issuer to the Debenture Holders under the Transaction Documents shall be made free and clear of and without any Tax Deduction unless the Issuer is required to make a Tax Deduction pursuant to Applicable Law.</p> <p>(ii) The Issuer shall promptly upon becoming aware that it must make a Tax Deduction (or that there is any change in the rate or the basis of a Tax Deduction) notify the Debenture Trustee accordingly.</p> <p>(iii) 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 period prescribed under Applicable Law and in the minimum amount required by Applicable Law.</p>

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

	<p>(iv) 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.</p>
<p>Early Redemption</p>	<p>(a) On the occurrence of an Early Redemption Event, the Debenture Trustee (acting on the instructions of the Majority Debenture Holders) shall have the option (but not the obligation) to require the Issuer to, subject to Applicable Law, redeem all the Debentures and repay all other Outstanding Amounts, in accordance with this sub-section.</p> <p>(b) For the purposes of making any premature redemption pursuant to this sub-section:</p> <p>(i) the Debenture Trustee (acting on the instructions of the Majority Debenture Holders) shall notify/confirm to the Issuer in writing of its intention to exercise the early redemption option in accordance with this sub-section ("Early Redemption Notification");</p> <p>(ii) the Debenture Trustee shall provide a notice of at least 21 (twenty one) Business Days commencing from the date of the Early Redemption Notification in accordance with the requirements prescribed under the Debt Listing Regulations, requiring the Issuer to prepay the Debentures and all other Outstanding Amounts thereof;</p> <p>(iii) the Issuer shall make payment of all the Outstanding Amounts within the exercise period that is no less than 3 (three) Business Days commencing on the expiry of a period of 21 (twenty one) Business Days following the providing of a notice pursuant to paragraph (b)(ii) above and expiring on the expiry of a period of 30 (thirty) calendar days from the providing of a notice pursuant to paragraph (b)(ii) above, to such accounts as may be prescribed by the Debenture Trustee or the Debenture Holders; and</p> <p>(iv) the Issuer shall comply with such other conditions as may be prescribed by the Debenture Trustee/Debenture Holders.</p> <p>(c) No prepayment penalty or prepayment premium will be applicable to any redemption in accordance with this sub-section.</p>
<p>Additional Disclosures (Security Creation)</p>	<p>(i) In the event the Issuer fails to maintain the Security Cover, the Issuer shall pay additional interest at 2% (two percent) per annum over the Interest Rate on the Outstanding Principal Amounts from the date of the occurrence of such failure until such failure is cured or the Secured Obligations are repaid (whichever is earlier), on each Interest Payment Date occurring during the aforementioned period.</p> <p>(ii) In the event of any delay in the execution of any Transaction Document (including the DTD or the Deed of Hypothecation) or the creation and perfection of security in terms thereof, the Issuer shall, at the option</p>

	<p>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 and perfected in terms thereof or the Secured Obligations are discharged (whichever is earlier).</p>
Additional Disclosures (Default in Payment)	In the event of occurrence of a Payment Default, the Issuer shall pay additional interest at 2% (two percent) per annum over the Interest Rate on the amount of such Payment Default from the date of the occurrence of a Payment Default until such Payment Default is cured or the Secured Obligations are repaid (whichever is earlier), 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 Deemed Date of Allotment until the listing of the Debentures is completed.

Note:

a. If there is any change in coupon rate pursuant to any event including lapse of certain time period or downgrade in rating, then such new coupon rate and events which lead to such change should be disclosed.

b. The list of documents which has been executed in connection with the issue and subscription of debt securities shall be annexed.

c. While the debt securities are secured to the extent of hundred per cent. of the amount of principal and interest or as per the terms of issue document, in favour of debenture trustee, it is the duty of the debenture trustee to monitor that the security is maintained.

d. The issuer shall provide granular disclosures in their 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".

6.2 TERMS OF THE TRANSACTION DOCUMENTS**6.2.1. Representations and Warranties of the Issuer**

The Issuer makes the representations and warranties set out in this Section 6.2.1 to the Debenture Trustee for the benefit of the Debenture Holders as on the Effective Date, which representations shall be deemed to be repeated on each day until the Final Settlement Date.

(a) Status

- (i) It is a company, duly incorporated, registered and validly existing under Applicable Law.
- (ii) It is a non-banking financial company registered with the RBI.
- (iii) It has the power to own its Assets and carry on its business as it is being conducted.

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

(b) ***Binding obligations***

The obligations expressed to be assumed by it under the Transaction Documents are legal, valid, binding and enforceable obligations.

(c) ***Non-conflict with other obligations***

The entry into and performance by it of, and the transactions contemplated by the Transaction Documents do not and will not conflict with:

- (i) any Applicable Law (including without limitation, the Companies Act, and any directions/circulars issued by SEBI and/or the RBI in respect of issuance of non-convertible debentures);
- (ii) its Constitutional Documents; or
- (iii) any agreement or instrument binding upon it or any of its Assets, including but not limited to any terms and conditions of the existing Financial Indebtedness of the Issuer.

(d) ***Power and authority***

It has the power to enter into, perform and deliver, and has taken all necessary action to authorize its entry into, performance and delivery of, the Transaction Documents to which it is a party and the transactions contemplated by such Transaction Documents (including the issuance of the Debentures).

(e) ***Validity and admissibility in evidence***

All approvals, authorizations, consents, permits (third party, statutory or otherwise) required or desirable:

- (i) to enable it lawfully to enter into, exercise its rights and comply with its obligations under the Transaction Documents to which it is a party;
- (ii) to make the Transaction Documents to which it is a party admissible in evidence in its jurisdiction of incorporation; and
- (iii) for it to carry on its business, and which are material,

have been obtained or effected and are in full force and effect.

(f) ***No default***

- (i) No Event of Default or potential Event of Default has occurred and is continuing or would reasonably be expected to result from the execution or performance of any Transaction Documents or the issuance of the Debentures.
- (ii) No other event or circumstance is outstanding which constitutes (or which would, with the lapse of time, the giving of notice, the making of any determination under the relevant document or any combination of the foregoing, constitute) a default or termination event (however described) under any other agreement or instrument which is binding on the Issuer or any of its Assets or which might have a Material Adverse Effect.

(g) ***Ranking***

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

The Debentures rank *pari passu inter se*, and the payment obligations of the Issuer under the Transaction Documents rank at least *pari passu* with the claims of all of its other senior secured creditors, except for obligations mandatorily preferred by Applicable Law applying to companies generally.

(h) **No proceedings pending**

No **litigation**, arbitration, investigation, or administrative proceedings of or before any court, arbitral body or agency have been commenced or threatened against the Issuer, which if determined adversely, may have a Material Adverse Effect (including in respect of the business condition (financial or otherwise), operations, performance or prospects of the Issuer or that may affect the Debentures).

(i) **No misleading information**

All information provided by the Issuer to the Debenture Trustee/Debenture Holders is true and accurate in all material respects as at the date it was provided or as at the date (if any) at which it is stated and is not misleading due to omission of material fact or otherwise.

(j) **Compliance**

(i) The Issuer has complied with Applicable Law (including but not limited to environmental, social and taxation related laws for the Issuer to carry on its business, all directions issued by the RBI to non-banking financial companies).

(ii) There has not been and there is no investigation or enquiry by, or order, decree, decision or judgment of any Governmental Authority issued or outstanding or to the best of the Issuer's knowledge (after making due and careful enquiry), anticipated against the Issuer which would have a Material Adverse Effect.

(iii) No notice or other communication (official or otherwise) from any Governmental Authority has been issued or is outstanding or to the best of the Issuer's knowledge (after making due and careful enquiry), anticipated with respect to an alleged, actual or potential violation and/or failure to comply with any such Applicable Law or requiring them to take or omit any action.

(iv) The Issuer shall complete all necessary formalities including all filings with the relevant regulatory authorities, including but not limited to the SEBI, the BSE, CERSAI and the ROC and obtain all consents and approvals required for the completion of the Issue.

(k) **Assets**

Except for the security interests and encumbrances created and recorded with the ROC, the Issuer has, free from any security interest or encumbrance, the absolute legal and beneficial title to, or valid leases or licenses of, or is otherwise entitled to use (in each case, where relevant, on arm's length terms), all material Assets necessary for the conduct of its business as it is being, and is proposed to be, conducted.

(l) **Financial statements**

(i) Its audited financial statements most recently supplied to the Debenture Trustee as of March 31, 2024 were prepared in accordance with Applicable Accounting Standards consistently applied save to the extent expressly disclosed in such financial statements.

(ii) Its audited financial statements as of March 31, 2024 provided to the Debenture

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

Trustee, give a true and fair view and represent its financial condition and operations during the Financial Year save to the extent expressly disclosed in such financial statements.

(m) **Solvency**

- (i) The Issuer is able to, and has not admitted its inability to, pay its debts as they mature and has not suspended making payment on any of its debts and it has not been deemed by a court to be unable to pay its debts for the purposes of Applicable Law, nor will it become unable to pay its debts for the purposes of Applicable Law as a consequence of entering into the DTD or any other Transaction Document.
- (ii) The Issuer, by reason of actual or anticipated financial difficulties, has not commenced, and does not intend to commence, negotiations with one or more of its creditors with a view to rescheduling its Financial Indebtedness.
- (iii) The value of the Assets of the Issuer is more than its liabilities (taking into account contingent and prospective liabilities), and it has sufficient capital to carry on its business.
- (iv) The Issuer has not taken any corporate action nor has it taken any legal proceedings or other procedure or steps in relation to any bankruptcy proceedings.
- (v) No insolvency or bankruptcy process has commenced under Applicable Law in respect of the Issuer (including pursuant to the (Indian) Insolvency and Bankruptcy Code, 2016, the Insolvency and Bankruptcy (Insolvency and Liquidation Proceedings of Financial Service Providers and Application to Adjudicating Authority) Rules, 2019, and any other rules and regulations made thereunder from time to time).
- (vi) No reference has been made, or enquiry or proceedings commenced, in respect of the Issuer, before the National Companies Law Tribunal or under any mechanism or prescription of the RBI in respect of resolution/restructuring of stressed assets (including without limitation, under the Stressed Assets Framework).

(n) **Hypothecated Assets**

- (i) The Hypothecated Assets are the sole and absolute property of the Issuer and are free from any other mortgage, charge or encumbrance and are not subject to any *lis pendens*, attachment, or other order or process issued by any Governmental Authority.
- (ii) None of the Client Loans comprising the Hypothecated Assets are, as of the date of creation of security interest on such Client Loans, hypothecated, sold, transferred or assigned to any other bank or financial institution.
- (iii) The Transaction Documents executed or to be executed constitute legal, valid and enforceable security interest in favour of the Debenture Trustee and for the benefit of the Debenture Holders on all the assets thereby secured and all necessary and appropriate consents for the creation, effectiveness, priority and enforcement of such security have been obtained.

(o) **SCORES Authentication**

The Issuer has received the Securities and Exchange Board of India Complaints Redress System (SCORES) authentication prior to the Deemed Date of Allotment.

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

(p) **Material Adverse Effect**

- (i) No fact or circumstance, condition, proceeding or occurrence exists (including in respect of the business, condition or operations of the Issuer) that has a Material Adverse Effect.
- (ii) No Material Adverse Effect has occurred or would reasonably be expected to result from the execution or performance of any Transaction Documents or the issuance of the Debentures.

(q) **Illegality**

It is not unlawful or illegal for the Issuer to perform any of its obligations under the Transaction Documents (including the issuance of Debentures).

(r) **No filings or stamp taxes**

There are no stamp duties, registration, filings, recordings or notarizations before or with any Governmental Authority required to be carried out in India in relation to the execution and delivery of the Transaction Documents by the Issuer other than the:

- (i) stamping of the Transaction Documents (on or prior to execution in Mumbai, India) in accordance with Maharashtra Stamp Act, 1958;
- (ii) payment of the stamp duty in respect of the Debentures;
- (iii) filing of the return of allotment of securities under Form PAS-3 of the Companies (Prospectus and Allotment of Securities) Rules, 2014 with the ROC;
- (iv) filing of the Debt Disclosure Documents with the ROC and SEBI;
- (v) filing of Form CHG 9 with the ROC within 30 (thirty) days from the date of creation of security interest; and
- (vi) filing of Form I with CERSAI by the Debenture Trustee in respect of each instance of creation of security interest.

(s) **Confirmations pursuant to the Debt Listing Regulations**

With effect from the date of filing of the draft Debt Disclosure Documents with the BSE, as on the date of filing of the draft Debt Disclosure Documents with the BSE in accordance with the Debt Listing Regulations:

- (i) the Issuer, the Promoters of the Issuer, the Promoter Group of the Issuer or the directors of the Issuer have not been debarred from accessing the securities market or dealing in securities by SEBI;
- (ii) no Promoter of the Issuer or director of the Issuer is a promoter or director of any another company which is debarred from accessing the securities market or dealing in securities by SEBI;
- (iii) no Promoter of the Issuer or director of the Issuer is a fugitive economic offender; and
- (iv) no fines or penalties levied by SEBI or any of the stock exchanges is pending to be paid by the Issuer.

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

6.2.2. Financial Covenants

- (a) Until the Final Settlement Date, the Issuer shall:
- (i) maintain a Capital Adequacy Ratio of not less than 20% (twenty percent) or such other higher threshold as may be prescribed by the RBI from time to time with the Tier 1 Capital component of the Capital Adequacy Ratio of at least 18% (eighteen percent).

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 1 Capital and the Tier 2 Capital without any ceiling, and
- (B) the credit enhancement(s) provided by the Issuer in respect of Client Loans originated by it on behalf of other financial institutions shall be reduced from the Tier 1 Capital and the Tier 2 Capital without any ceiling.

The deduction shall be made at 50% (fifty per cent) from Tier 1 Capital and 50% (fifty per cent) from Tier 2 Capital.

It is further clarified that in determining the amount of subordinated debt that is eligible for inclusion in Tier 2 Capital of the Issuer, the subordinated debt shall be subject to the discounting as prescribed in the in the NBFC Directions;

- (ii) ensure that the ratio of A:B does not exceed 4% (four percent), where A is the Gross NPA, and B is the Gross Loan Portfolio, multiplied by 100, and followed by the "%" symbol;
- (iii) ensure that the ratio of A:B does not exceed 2% (two percent), where A is the Net NPA, and B is the Gross Loan Portfolio, multiplied by 100, and followed by the "%" symbol;
- (iv) maintain the ratio of Total Debt of the Issuer to the Equity of the Issuer of not more than 4:5;
- (v) ensure that its after-tax net income/earning (after all the necessary deductions over all of its operating and non-operating expenses, other liabilities and taxes) excluding extraordinary income, as determined in accordance with the Applicable Accounting Standards, is positive;
- (vi) maintain such minimum liquidity that is equivalent to its liabilities occurring/falling due in the succeeding 2 (two) months (after taking into account any put options in respect of the Financial Indebtedness of the Issuer and 100% (one hundred percent) haircut in collections following any interest reset on liabilities) in the form of unencumbered cash and cash equivalents; and
- (vii) ensure that no Client Loan is provided to any single person, and no guarantee is provided on the behalf of any third party, that exceeds 5% (five percent) of the Net Worth of the Issuer.
- (b) The financial covenants set out in this Section 6.2.2 (*Financial Covenants*) shall be tested, until the Final Settlement Date, on a quarterly basis on the Quarterly Dates, on the basis of the consolidated and standalone financial statements of the Issuer ("**Testing Date**").

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

- (c) The Issuer shall, in accordance with the requirements prescribed under the SEBI Debenture Trustees Master Circular, provide to the Debenture Trustee a certificate from the statutory auditor of the Issuer confirming that the Issuer is in compliance with all the financial covenants prescribed in Section 6.2.2 (*Financial Covenants*).
- (d) In case of any breach by the Issuer in compliance with any of the financial covenants set out in this Section 6.2.2 (*Financial Covenants*) for any financial quarter preceding a Quarterly Date, the Issuer may request for a waiver in the following manner:
 - (i) the Issuer shall seek consent from the Debenture Trustee (acting on the instructions of the Majority Debenture Holders), by way of a written request, for a (one-time) waiver for such breach of the financial covenant(s) by the Issuer on or prior to the relevant Testing Date for such financial quarter ("**Request for Waiver**");
 - (ii) the Debenture Trustee shall promptly and not later than 1 (one) Business Day, inform all the Debenture Holders of a Request for Waiver by the Issuer;
 - (iii) upon the receipt of a Request for Waiver by the Issuer, the Debenture Trustee (acting on the instructions of the Majority Debenture Holders) shall have the right to waive the breach of the financial covenant(s) (for which a waiver is requested in the Request for Waiver) within 15 (fifteen) calendar days of the Testing Date;
 - (iv) in the event, the Debenture Trustee (acting on the instructions of the Majority Debenture Holders) grants a (one-time) waiver for breach of such financial covenant(s) then such waiver shall be operative on and from the date on which it is granted until the immediately succeeding Testing Date. For the avoidance of doubt, it is clarified that, if the waiver is granted to the Issuer in accordance with this paragraph (iv), the Issuer shall not be liable to pay penal interest for the breach of such financial covenants for which a waiver has been granted;
 - (v) in the event, the Debenture Trustee (acting on the instructions of the Majority Debenture Holders) does not grant the (one-time) waiver within 15 (fifteen) calendar days of the Testing Date, the Debenture Trustee may require the Issuer to redeem the Debentures and repay Outstanding Amounts in accordance with the sub-section named "*Early Redemption*" under Section 6.1 (*Summary Terms*) above; and
 - (vi) it is clarified that the right of the Issuer to request the Debenture Trustee (acting on the instructions of the Majority Debenture Holders) for waiver in respect of any breach of any of the financial covenants set out in this Section 6.2.2 (*Financial Covenants*) for any financial quarter shall only be available as a waiver to the Issuer for that particular financial quarter, and shall not in any manner be construed as a modification or amendment to the terms of the financial covenants set out in this Section 6.2.2 (*Financial Covenants*).

6.2.3. Reporting Covenants

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

- (a) as soon as available, and in any event within 90 (ninety) calendar days after the end of each Financial Year:
 - (i) a certificate signed by an independent chartered accountant stating that the Issuer is in compliance with all the financial covenants prescribed in Section 6.2.2

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

(*Financial Covenants*) on the basis of the audited financial statements of the Issuer;

- (ii) a certificate from an independent chartered accountant stating (A) that, subject to the terms of the Deed of Hypothecation, the Client Loans originated from the proceeds raised by the issuance of Debentures are hypothecated to the Debenture Trustee, (B) that the Debenture Trustee has an exclusive and first ranking charge on the Hypothecated Assets, (C) that the Security Cover is maintained in accordance with the Transaction Documents, and (D) the details of the Hypothecated Assets (including loan ID, location, amount sanctioned, amount outstanding, and overdue status); and
 - (iii) certificate from an authorized officer of the Issuer confirming that there is no existing potential Event of Default or Event of Default.
- (b) as soon as available, and in any event:
- (i) within [redacted] calendar days after the end of each Financial Year, certified copies of its audited consolidated and non-consolidated (if any) financial statements for its most recently completed Financial Year, prepared in accordance with Applicable Accounting Standards including its balance sheet, income statement and statement of cash flow. All such information shall be complete and correct in all material respects and shall fairly represent the financial condition, results of operation and changes in cash flow and a list comprising all material financial liabilities of the Issuer whether absolute or contingent as of the date thereof; and
 - (ii) within 180 (one hundred and eighty) calendar days after the end of each Financial Year, certified copies of its annual report for such Financial Year;
- (c) within 45 (forty five) calendar days after each Quarterly Date:
- (i) certified copies of its un-audited/limited review consolidated and non-consolidated (if any) quarterly financial statements for the preceding fiscal quarter, prepared in accordance with Applicable Accounting Standards including its balance sheet, income statement and statement of cash flow;
 - (ii) a certificate signed the person designated as the Chief Financial Officer or an authorised officer of the Issuer acceptable to the Debenture Holders stating that the Issuer is in compliance with all the financial covenants prescribed in Section 6.2.2 (*Financial Covenants*) on the basis of the most recent unaudited quarterly financial statements of the Issuer;
 - (iii) the list/composition of the board of directors of the Issuer;
 - (iv) the Issuer's shareholding structure; and
 - (v) if so agreed between the Issuer and the Debenture Trustee, copies of the quarterly returns filed with the RBI and SEBI;
- (d) as soon as practicable, and in any event within 1 (one) calendar day after the Issuer obtains actual knowledge thereof, notice of the occurrence of any event or circumstance that could reasonably be expected to result in a Material Adverse Effect;
- (e) as soon as practicable, and in any event within 1 (one) calendar day after the Issuer obtains actual knowledge thereof, any notices, orders or directions any court or tribunal in relation to any dispute, litigation, arbitration, investigation or other proceeding (including administrative proceedings) affecting the Issuer or its property or operations (including the Hypothecated Assets), which, if adversely determined, could result in a Material Adverse

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

Effect;

- (f) as soon as practicable, and in any event within 1 (one) calendar day after the Issuer obtains actual knowledge thereof, notice of the occurrence of any Event of Default or potential Event of Default including any steps taken to cure such event;
- (g) as soon as practicable, and in any event within [] Business Days, any prepayment, or the receipt of notice of any Financial Indebtedness of the Issuer declared to be due and payable or required to be prepaid other than by a regularly scheduled required prepayment, prior to the stated maturity thereof;
- (h) as soon as practicable, and in any event within [] Business Days after such default, notice of any default in the observance or performance of any agreement or condition relating to any Financial Indebtedness by the Issuer or contained in any instrument or agreement evidencing, securing or relating thereto or any other event shall occur or condition exist, the effect of which default or other event or condition is to cause or to permit the holder or holders of such Financial Indebtedness to cause (determined without regard to whether any notice is required) any such Financial Indebtedness to become due prior to its stated maturity in respect of the Issuer;
- (i) as soon as practicable, and in any event within 1 (one) calendar day of receiving (A) any notice of any application for winding up or insolvency process or any statutory notice of winding up or insolvency process under the provisions of the Companies Act or any other Applicable Law (including the (Indian) Insolvency and Bankruptcy Code, 2016, the Insolvency and Bankruptcy (Insolvency and Liquidation Proceedings of Financial Service Providers and Application to Adjudicating Authority) Rules, 2019, and any other rules and regulations made thereunder from time to time), or (B) any other notice under any other statute relating to the commencement/initiation of winding up or insolvency process or any similar action, or any suit or other legal process in respect thereof proposed to be filed or initiated against the Issuer;
- (j) as soon as practicable and in **any** event within 5 (five) calendar days (in respect of any changes/actions requiring the approval of the board of directors of the Issuer) and 15 (fifteen) calendar days (in all other cases) of the occurrence of the following events, the details of:
 - (i) any change in the list/composition of the board of directors of the Issuer;
 - (ii) any change in the Issuer's shareholding structure;
 - (iii) any change in any of the senior management officials (being, Chief Executive Officer or equivalent) of the Issuer;
 - (iv) details of the occurrence of any fraud amounting to more than 1% (one percent) of the Gross Loan Portfolio;
 - (v) any change in the accounting policy of the Issuer which has a Material Adverse Effect;
 - (vi) any change in the Constitutional Documents other than any changes in relation to the following:
 - (A) any increase in authorised share capital of the Issuer and/or any re-classification of the share capital of the Issuer;
 - (B) any appointment of any observer on the board of directors of the Issuer on behalf of any investor;

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

(C) any appointment of any nominee director on the board of directors of the Issuer on behalf of any investor/shareholder; and

(D) any change in the Constitutional Documents as a result of any amendment in the shareholders' agreement entered with any shareholder/investor.

PROVIDED THAT the change(s) or amendment(s) referred to in (A) to (D) above shall not be prejudicial to the interests of the Debenture Holders; and

(vii) details of any new segment of business other than (A) the business carried out by the Issuer as of the Effective Date, and/or (B) those contained in the Constitutional Documents of the Issuer as on the Effective Date;

(k) without prejudice to paragraph (l) below, as soon as practicable and in any event within 30 (thirty) calendar days of receipt of a request, such additional documents or information as the Debenture Trustee or the Debenture Holders may reasonably request from time to time; and

(l) as soon as practicable and in any event within the timelines prescribed by the Debenture Trustee (and Applicable Law), such other information, notifications, details, documents, reports, statements and certificates (including from chartered accountants, auditors and/or directors of the Issuer) as may be required by the Debenture Trustee from time to time, to ensure compliance with the provisions of the Applicable Law, including but not limited to the Debenture Trustees Regulations and the Companies (Share Capital and Debentures) Rules, 2014.

6.2.4. Affirmative Covenants

The Issuer hereby undertakes and covenants as follows:

(a) ***Use of Proceeds***

The Issuer shall use the proceeds of the Issue only for the Purpose **and** in accordance with Applicable Law and the Transaction Documents.

(b) ***Notice of Winding up or other Legal Process***

The Issuer shall, promptly and where applicable, within the timelines prescribed in Section 6.2.3 (*Reporting Covenants*), inform the Debenture Trustee if it has received:

(i) any notice of any application for winding up or insolvency process or any statutory notice of winding up or insolvency process under the provisions of the Companies Act or any other Applicable Law (including the (Indian) Insolvency and Bankruptcy Code, 2016, the Insolvency and Bankruptcy (Insolvency and Liquidation Proceedings of Financial Service Providers and Application to Adjudicating Authority) Rules, 2019, and any other rules and regulations made thereunder from time to time); or

(ii) any other notice under any other statute relating to the commencement/initiation of winding up or insolvency process or otherwise of any suit or other legal process against the Issuer.

(c) ***Loss or Damage by Uncovered Risks***

The Issuer shall promptly inform the Debenture Trustee and the Debenture Holders of any material loss or significant damage which the Issuer may suffer due to any force majeure

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

circumstances or act of God, such as earthquake, flood, tempest or typhoon, etc. against which the Issuer may not have insured its properties.

(d) **Costs and Expenses**

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

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

The Issuer shall punctually pay all rents, royalties, taxes, rates, levies, cesses, assessments, impositions and outgoings, governmental, municipal or otherwise imposed upon or payable by the Issuer as and when such amounts are payable.

(f) **Preserve Corporate Status**

The Issuer shall:

- (i) diligently preserve and maintain its corporate existence and status and all rights, privileges, and concessions now held or hereafter acquired by it in the conduct of its business;
- (ii) comply with all acts, authorizations, consents, permissions, rules, regulations, orders and directions of any Governmental Authority; and
- (iii) not do or voluntarily suffer or permit to be done any act or thing whereby its right to transact its business might or could be terminated or whereby payment of the Outstanding Amounts might or would be hindered or delayed.

(g) **Pay Stamp Duty**

The Issuer shall pay all such stamp duty (including any additional stamp duty), other duties, taxes, charges and penalties, if and when the Issuer may be required to pay according to the applicable state laws. In the event the Issuer fails to pay such stamp duty, other duties, taxes and penalties as aforesaid, the Debenture Trustee shall be at liberty (but shall not be bound) to pay such amounts and the Issuer shall reimburse the aforementioned amounts to the Debenture Trustee on demand.

(h) **Furnish Information to Debenture Trustee**

The Issuer shall:

- (i) provide to the Debenture Trustee or its nominee(s)/agent(s) such information/copies of relevant extracts as they may require on any matters relating to the business of the Issuer or to investigate the affairs of the Issuer;
- (ii) allow the Debenture Trustee to make such examination and investigation as and when deemed necessary and shall furnish the Debenture Trustee with all such information as they may require and shall pay all reasonable costs, charges and expenses incidental to such examination and investigation;
- (iii) provide to the Debenture Trustee or its nominee(s)/agent(s) such information/copies of relevant extracts as they may require for the purpose of

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

filing any relevant forms with any Governmental Authority (including but not limited to the CERSAI) in relation to the Debentures and the Hypothecated Assets;

- (iv) within 45 (forty five) days of each Quarterly Date or within 7 (seven) days of any relevant meeting of the board of directors, whichever is earlier, furnish reports/quarterly reports to the Debenture Trustee (as may be required in accordance with Applicable Law) containing the following particulars:
 - (A) updated list of the names and addresses of the Debenture Holders along with the number of Debentures held by each Debenture Holder;
 - (B) details of the interest due, but unpaid and reasons thereof;
 - (C) the number and nature of grievances received from the Debenture Holders and resolved and unresolved by the Issuer along with the reasons for the same; and
 - (D) a statement that the Hypothecated Assets are sufficient to discharge the claims of the Debenture Holders as and when they become due; and
- (v) inform and provide the Debenture Trustee with applicable documents in respect of the following:
 - (A) notice of any Event of Default or potential Event of Default; and
 - (B) any and all information required to be provided to the Debenture Holders under Applicable Law and the listing agreement to be entered into between the Issuer and the BSE;
- (vi) (to the extent applicable) promptly inform the Debenture Trustee of any major or significant change in composition of the board of directors of the Issuer, which may result in a change in control of the Issuer in accordance with the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011; and
- (vii) inform the Debenture Trustee of any amalgamation, demerger, merger or corporate restructuring or reconstruction scheme proposed by the Issuer.

(i) ***Redressal of Grievances***

The Issuer shall promptly and expeditiously attend to and redress the grievances, if any, of the Debenture Holders. The Issuer further undertakes that it shall promptly comply with the suggestions and directions that may be given in this regard, from time to time, by the Debenture Trustee and shall advise the Debenture Trustee periodically of the compliance.

(j) ***Comply with Investor Education and Protection Fund Requirements***

The Issuer shall comply with the provisions of the Companies Act relating to transfer of unclaimed/ unpaid amounts of interest on Debentures and redemption of Debentures to Investor Education and Protection Fund ("IEPF"), if applicable to it. The Issuer hereby further agrees and undertakes that until the Final Settlement Date it shall abide by the regulations, rules or guidelines/listing requirements if any, issued from time to time by the Ministry of Corporate Affairs, RBI, SEBI or any other competent Governmental Authority.

(k) ***Corporate Governance; Fair Practices Code***

The Issuer shall comply with any corporate governance requirements applicable to the

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

Issuer (as may be prescribed by the RBI, SEBI, any stock exchange, or any Governmental Authority) and the fair practices code prescribed by the RBI.

(I) **Further Assurances**

The Issuer shall:

- (i) provide details of any material litigation, arbitration or administrative proceedings in respect of the Issuer;
- (ii) comply with any monitoring and/or servicing requests from the Debenture Trustee;
- (iii) execute and/or do, at its own expense, all such deeds, assurances, documents, instruments, acts, matters and things, in such form and otherwise as the Debenture Trustee may reasonably or by Applicable Law require or consider necessary in relation to enforcing or exercising any of the rights and authorities of the Debenture Trustee;
- (iv) promptly obtain, comply with and maintain all necessary authorisations, licenses, consents and approvals required under Applicable Law (including to enable it to perform its obligations under the Transaction Documents, to ensure the legality, validity, enforceability or admissibility of the Transaction Documents);
- (v) comply with:
 - (A) all Applicable Law (including but not limited to the Companies Act, the SEBI Listed Debentures Circulars, the environmental, social and taxation related laws, all directions issued by the RBI to non-banking financial companies), as applicable in respect of the Debentures and obtain such regulatory approvals as may be required from time to time;
 - (B) the Debenture Trustees Regulations as in force from time to time, in so far as they are applicable to the Debentures and furnish to the Debenture Trustee such data, information, statements and reports as may be deemed necessary by the Debenture Trustee in order to enable them to comply with the provisions of Regulation 15 of the Debenture Trustees Regulations thereof in performance of their duties in accordance therewith to the extent applicable to the Debentures;
 - (C) the provisions of the Companies Act in relation to the Issue;
 - (D) procure that the Debentures are rated and continue to be rated until the Final Settlement Date; and
 - (E) if so required, the requirements prescribed under Chapter XI (*Operational framework for transactions in defaulted debt securities post maturity date/ redemption date*) of the Listed NCDs Master Circular, and provide all details/intimations to the Debenture Trustee, the Depositories, and BSE (as the case may be) in accordance with the aforementioned requirements;
- (vi) if so required by Applicable Law, maintain the Register of Debenture Holders in the manner prescribed under Applicable Law; and
- (vii) it will provide all necessary assistance and cooperation to, and permit the Debenture Trustee to conduct periodical checks, verifications, due diligence and

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

other inspections (at such frequency and within such timelines as may be determined by the Debenture Trustee) in respect of the books and accounts of the Issuer and the Hypothecated Assets.

(m) **Security**

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

- (i) the Debentures shall be secured by a first ranking exclusive and continuing security by way of a first ranking exclusive and 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) all the Hypothecated Assets that will be charged to the Debenture Trustee under the Deed of Hypothecation shall always be kept distinguishable and held as the exclusive property of the Issuer specifically appropriated to the Transaction Security and be dealt with only under the directions of the Debenture Trustee;
- (iii) the Issuer shall not create any charge, lien or other encumbrance upon or over the Hypothecated Assets or any part thereof except in favour of the Debenture Trustee nor will it do or allow anything that may prejudice the Transaction Security;
- (iv) the Debenture Trustee shall be at liberty to incur all costs and expenses as may be necessary to preserve the Transaction Security and to maintain the Transaction Security undiminished and claim reimbursement thereof;
- (v) to create the security over the Hypothecated Assets as contemplated in the Transaction Documents on or prior to the Deemed Date of Allotment by executing the duly stamped Deed of Hypothecation;
- (vi) to register and perfect the security interest created thereunder by filing Form CHG-9 with the concerned ROC and provide all information and assistance that the Debenture Trustee may require, to enable it to file 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;
- (vii) the Issuer shall, at the time periods set out in the Deed of Hypothecation, provide a list of the Hypothecated Assets to the Debenture Trustee over which charge is created and subsisting by way of hypothecation in favour of the Debenture Trustee (for the benefit of the Debenture Holders) and sufficient to maintain the Security Cover;
- (viii) to keep the Application Money in a separate bank account in the event the DTD and the other Transaction Documents are not executed on or before the Deemed Date of Allotment;
- (ix) the Issuer shall, within the timelines prescribed under the Deed of Hypothecation, add fresh receivables/Client Loans to the Hypothecated Assets, in accordance with the Deed of Hypothecation, so as to ensure that the Security Cover is maintained or replace such Hypothecated Assets that do not satisfy the eligibility criteria prescribed in the Transaction Documents. It is hereby clarified that, in the event the Client Loans comprising the Hypothecated Assets become overdue for more than [redacted] days, the Issuer will promptly and in no case later than 15 (fifteen) days of the occurrence of the above event or such other time period as may be prescribed by the Debenture Holders, ensure that the value of the Hypothecated Assets equals or exceeds the stipulated Security Cover by creating a charge by way

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

of hypothecation over additional or new Client Loans that fulfil the eligibility criteria prescribed under the Transaction Documents;

- (x) the Issuer shall, within the timelines prescribed under the Deed of Hypothecation, give full particulars to the Debenture Trustee of all the Hypothecated Assets from time to time;
- (xi) 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;
- (xii) furnish and execute all necessary documents to give effect to the Hypothecated Assets;
- (xiii) the security interest created on the Hypothecated Assets shall be a continuing security;
- (xiv) the Hypothecated Assets shall fulfil the eligibility criteria set out in the Deed of Hypothecation;
- (xv) nothing contained herein shall prejudice the rights or remedies of the Debenture Trustee and/or the Debenture Holders in respect of any present or future security, guarantee obligation or decree for any indebtedness or liability of the Issuer to the Debenture Trustee and/ or the Debenture Holders;
- (xvi) the Debenture Holders shall have a beneficial interest in the Hypothecated Assets of the Issuer which have been charged to the Debenture Trustee to the extent of the Outstanding Amounts of the Debentures under the DTD; and
- (xvii) to forthwith upon demand by the Debenture Trustee, reimburse to the Debenture Trustee all amounts paid by the Debenture Trustee to reasonably protect the Hypothecated Assets and such amounts shall be deemed to be secured by the Hypothecated Assets.

(n) ***Execution of Transaction Documents/Creation of Security***

In the event of any delay in the execution of any Transaction Document (including the DTD 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:

- (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
- (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 and perfected in terms thereof or the Secured Obligations are discharged (whichever is earlier).

(o) ***Internal Control***

The Issuer shall maintain internal control for the purpose of:

- (i) preventing fraud on amounts lent by the Issuer; and
- (ii) preventing money being used for money laundering or illegal purposes.

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

(p) ***Audit and Inspection***

The Issuer shall permit visits and inspection of books of records, documents and accounts to the Debenture Trustee and representatives of Debenture Holders as and when required by them.

(q) ***Books and Records***

The Issuer shall maintain its accounts and records in accordance with Applicable Law.

(r) ***Access; Periodic Portfolio Monitoring***

The Issuer shall provide the Debenture Trustee and the Debenture Holders and any of their representatives, professional advisers and contractors with access to and/or permit them to, at the cost of the Issuer:

- (i) examine and inspect the books and records, office premises, and the premises of the Issuer;
- (ii) portfolio data in the format prescribed by the Debenture Holders from time to time; and
- (iii) discuss the affairs, finances and accounts of the Issuer, and be advised as to the foregoing.

(s) ***Shareholding and Management***

Unless with the prior written consent of Debenture Trustee (acting on the instructions of the Majority Debenture Holders), the Issuer shall ensure and procure that until the Final Settlement Date:

- (i) Elme Advisors LLP and Balrampur Chini Mills Limited shall (collectively) hold at least 51% (fifty one percent) of the total (unencumbered) shareholding in the Issuer (on a fully diluted basis);
- (ii) Elme Advisors LLP and Balrampur Chini Mills Limited shall collectively exercise the Management Control of the Issuer;
- (iii) it does not undertake any action which would result in the aggregate shareholding of Elme Advisors LLP and Balrampur Chini Mills Limited in the Issuer to reduce below 65% (sixty five percent) in one or more tranches cumulatively due to a secondary stake sale undertaken by the Issuer. PROVIDED HOWEVER THAT the Issuer shall provide a prior written intimation to the Debenture Trustee in respect of any proposed secondary stake sale by the Issuer which would results in any change in the aggregate shareholding of Elme Advisors LLP and Balrampur Chini Mills Limited in the Issuer up to 65% (sixty five percent) in one or more tranches cumulatively;
- (iv) Mr. Akash Bhanshali (having the passport number [REDACTED] and residing at [REDACTED]) shall be remain as a Promoter, and shall be remain as a director on the board of directors of the Issuer; and
- (v) there is no change in the Management Control of the Issuer from that subsisting as on the Effective Date.

(t) ***Listing and Monitoring Requirements***

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

The Issuer shall comply with all covenants, undertakings and requirements set out in Section 6.2.7 (*Listing and Monitoring Requirements*).

6.2.5. **Negative Covenants**

The Issuer shall not take any action in relation to the items set out in this Section 6.2.5 (*Negative Covenants*) without the prior written consent of the Debenture Trustee (acting on the instructions of Majority Debenture Holders). In relation to the consent requirement under this Section 6.2.5 (*Negative Covenants*), it is agreed as follows:

- (A) any request for consent under in relation to any matter under this Section 6.2.5 (*Negative Covenants*) shall be sent simultaneously by the Issuer to both the Debenture Trustee and the Debenture Holders. Any request under this Section 6.2.5 (*Negative Covenants*) must be accompanied by all relevant information substantiating the request to enable the Debenture Holders to make a reasoned decision; and
- (B) within [] calendar days after receiving any request mentioned in paragraph (A) above (or such additional time period as may be mutually agreed between the Issuer and the Majority Debenture Holders), the Debenture Holders shall communicate their consent/dissent to the Debenture Trustee and the Issuer.

PROVIDED THAT, in respect of any of the matters set out in this Section 6.2.5 (*Negative Covenants*) where no consent/dissent is provided by the Majority Debenture Holders within the time period set out in paragraph (B) above, the Issuer may proceed with the action for which consent is required in respect of any of the matters set out in this Section 6.2.5 (*Negative Covenants*) provided such action does not result in an Event of Default.

(a) ***Change of Business/Constitutional Documents***

- (i) any change in the general nature of its business from that which is permitted as a non-banking financial company registered with the RBI;
- (ii) undertake any new major new businesses except in relation to financial services or diversify its business outside the financial services sector; or
- (iii) any changes or amendments to its Constitutional Documents that have a Material Adverse Effect, other than any changes in relation to the following:
 - (A) any increase in authorised share capital of the Issuer and/or any re-classification of the share capital of the Issuer;
 - (B) any appointment of any observer on the board of directors of the Issuer on behalf of any investor;
 - (C) any appointment of any nominee director on the board of directors of the Issuer on behalf of any investor/shareholder; and
 - (D) any change in the Constitutional Documents as a result of any amendment in the shareholders' agreement entered with any shareholder/investor.

PROVIDED THAT the change(s) or amendment(s) referred to in (A) to (E) above shall not be prejudicial to the interests or rights of the Debenture Holders;

(b) ***Dividend***

- if (i) a Payment Default has occurred and is continuing, or (ii) the Issuer fails to create or

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

maintain the Transaction Security in accordance with the terms of the Transaction Documents, declare or pay any dividend to its shareholders (including holders of preference shares) during any Financial Year unless it has paid or made arrangements to pay (to the satisfaction of the Debenture Trustee) all the dues to the Debenture Holders/Debenture Trustee up to the date on which the dividend is proposed to be declared or paid or has made satisfactory provisions thereof;

(c) ***Merger, Consolidation, etc.***

enter into any merger, de-merger, consolidation, re-organization, scheme of arrangement or compromise with its creditors or shareholders or effect any scheme of amalgamation or reconstruction;

(d) ***Change in Capital Structure***

(i) permit or undertake any change in capital structure that would lead to a reduction in the paid-up capital or authorized capital of the Issuer;

(ii) purchase, buyback, or retire any of its issued shares or reduce its share capital or resolve to do any of the foregoing;

(e) ***Disposal of Assets***

(i) sell, transfer, or otherwise dispose of in any manner whatsoever any material Assets, business or division of the Issuer (whether in a single transaction or in a series of transactions (whether related or not) or any other transactions which cumulatively have the same effect). PROVIDED THAT the foregoing shall not apply to any securitization/portfolio sale of assets undertaken by the Issuer in its ordinary course of business; or

(ii) without prejudice to paragraph (i) above, sell any Assets, business, or division of the Issuer that has the effect of exiting or re-structuring of the business of the Issuer from that existing as of the Effective Date;

(f) ***Lending***

directly or indirectly lend to (i) its group companies, (ii) its promoters (as defined in the Companies Act), or (iii) any related party (as defined in the Companies Act) of the Issuer;

(g) ***Related Party Transactions***

enter into any transactions with any related party (as defined in the Companies Act) of the Issuer, other than transactions which are at arm's length basis and which are in the ordinary course of business of the Issuer;

(h) ***Immunity***

claim for itself or its Assets immunity from any suit, execution, attachment (whether in aid of execution, before judgment or otherwise) or other legal process in any jurisdiction; or

(i) ***Change in Financial Year***

change its Financial Year end from March 31 of each year to any other date, unless such change is required pursuant to Applicable Law.

6.2.6. **Events of Default**

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

6.2.6.1. Consequences and Remedies of an Event of Default

If one or more Events of Default occur(s), the Debenture Trustee may, on the instructions of the Majority Debenture Holders in accordance with the DTD, by a notice in writing to the Issuer initiate the following course of action:

- (a) require the Issuer to mandatorily redeem the Debentures and repay the principal amount on the Debentures, along with accrued but unpaid interest and other costs, charges and expenses incurred under or in connection with the DTD and the other Transaction Documents;
- (b) accelerate the redemption of the Debentures and declare all or any of the Debentures to be due and payable immediately or on such date as may be prescribed by the Debenture Trustee, whereupon it shall become so due and payable;
- (c) enforce the security interest created under the Transaction Documents (including in respect of the Transaction Security) in accordance with the terms of the Transaction Documents;
- (d) take any actions in respect of Chapter X (*Breach of Covenants, Default and Remedies*) of the SEBI Debenture Trustees Master Circular in accordance with the provisions of the DTD;
- (e) take all such other action as is expressly permitted under the DTD or in the other Transaction Documents or permitted under Applicable Law (including pursuant to the (Indian) Insolvency and Bankruptcy Code, 2016, the Insolvency and Bankruptcy (Insolvency and Liquidation Proceedings of Financial Service Providers and Application to Adjudicating Authority) Rules, 2019, and any other rules and regulations made thereunder from time to time); and/or
- (f) exercise any other right that the Debenture Trustee and/or the Debenture Holders may have under Applicable Law for the purposes of protecting the interests of the Debenture Holders.

6.2.6.1A Additional Consequences and Remedies of an Event of Default

Without prejudice to Section 6.2.6.1 above, if one or more events specified in Section 6.2.6.2 (*Events of Default*) occur(s), the Debenture Trustee (acting on the instructions of the Debenture Holders) has the option (but not the obligation) to require the obligors in relation to the Client Loans comprising the Hypothecated Assets to directly deposit all interest and principal instalments and other amounts in respect of the relevant Client Loans in the account specified by the Debenture Trustee (acting on the instructions of the Debenture Holders). All such payments will be used to discharge the amounts outstanding and due from the Issuer in respect of the Debentures.

6.2.6.2. Events of Default

Each of the events or circumstances set out in this Section 6.2.6.2 (*Events of Default*) below is an Event of Default.

(a) **Payment Defaults**

The Issuer does not pay on any Due Date any amount payable pursuant to the DTD and the Debentures at the place and in the currency in which it is expressed to be payable, unless its failure to pay is caused by technical error and payment is made within 1 (one) Business Day of such Due Date.

(b) **Insolvency/Inability to Pay Debts**

- (i) The Issuer is unable or admits inability to pay its debts as they fall due, suspends

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

making payments on any of its debts by reason of actual or anticipated financial difficulties.

- (ii) A petition for reorganization, arrangement, adjustment, winding up or composition of debts of the Issuer in respect of the Issuer (voluntary or otherwise) have been admitted by any competent court or tribunal, and such proceedings are not contested by the Issuer for staying or such proceedings are not quashed and/or dismissed within 15 (fifteen) days.
- (iii) Any proceedings for liquidating the Issuer have been admitted by any competent court or tribunal.
- (iv) A moratorium or other protection from creditors is declared or imposed on the Issuer in respect of any Financial Indebtedness of the Issuer.

(c) **Business**

The Issuer without obtaining the prior consent of the Majority Debenture Holders ceases to carry on its business or gives notice of its intention to do so.

(d) **Misrepresentation**

Any representation or warranty made by the Issuer in any Transaction Document or in any certificate, financial statement or other document delivered to the Debenture Trustee/Debenture Holders by the Issuer shall prove to have been incorrect, false or misleading in any material respect when made or deemed made.

(e) **Material Adverse Effect**

The occurrence of a Material Adverse Effect, in the sole determination of the Debenture Trustee (acting on the instructions of the Majority Debenture Holders).

(f) **Cross Default**

- (i) The Issuer, any Promoter of the Issuer, or any subsidiaries (as defined in the Companies Act) of the Issuer (if any), or the holding company (as defined in the Companies Act) of the Issuer (if any):
 - (A) defaults in any payment of any Financial Indebtedness beyond the period of grace, if any, provided in the instrument or agreement under which such Financial Indebtedness was created; or
 - (B) defaults in the observance or performance of any agreement or condition relating to any Financial Indebtedness or contained in any instrument or agreement evidencing, securing or relating thereto or any other event shall occur or condition exist, the effect of which default or other event or condition is to cause or to permit the holder or holders of such Financial Indebtedness to cause (determined without regard to whether any notice is required) any such Financial Indebtedness to become due prior to its stated maturity, and such Financial Indebtedness is declared to be due and payable.
- (ii) Any acceleration of any Financial Indebtedness of the Issuer, any Promoter of the Issuer, or any subsidiaries (as defined in the Companies Act) of the Issuer (if any), or the holding company (as defined in the Companies Act) of the Issuer (if any), wherein the relevant Financial Indebtedness shall be declared to be due and payable, or required to be prepaid other than by a regularly scheduled required

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

prepayment, prior to the stated maturity thereof, whether as a result of the occurrence of an event of default or the breach of any covenants (howsoever described and/or by whatever name called) under the relevant financing documents.

PROVIDED THAT no event or default under (i) and (ii) above shall result in any Event of Default if such event or default is (to the extent such event or default is (in the opinion of the Debenture Trustee (acting on the instructions of the Majority Debenture Holders)) capable of remedy) and is remedied (to the satisfaction of the Debenture Trustee) within such period as may be prescribed by the Debenture Trustee (acting on the instructions of the Majority Debenture Holders).

(g) ***Liquidation, Insolvency or Dissolution of the Issuer, Appointment of Receiver, Resolution Professional or Liquidator***

Any corporate action, declaration of, legal proceedings or other procedure or step is taken in relation to:

- (i) the suspension of payments, a moratorium of any Financial Indebtedness, winding-up, insolvency, liquidation, dissolution, administration or re-organisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Issuer;
- (ii) a composition, compromise, assignment or arrangement with any creditor of the Issuer;
- (iii) the appointment of a liquidator, provisional liquidator, supervisor, receiver, resolution professional, administrative receiver, administrator, compulsory manager, trustee, or other similar officer in respect of (A) the Issuer, (B) any of the assets of the Issuer, or (C) any part of the undertaking of the Issuer;
- (iv) any reference or enquiry or proceedings commenced in respect of the Issuer before the National Companies Law Tribunal or under any mechanism or prescription of the RBI in respect of resolution/restructuring of stressed assets (including without limitation, under the Stressed Assets Framework);
- (v) the commencement of an insolvency resolution process under the (Indian) Insolvency and Bankruptcy Code, 2016 read together with the Insolvency and Bankruptcy (Insolvency and Liquidation Proceedings of Financial Service Providers and Application to Adjudicating Authority) Rules, 2019, and any other rules and regulations made thereunder from time to time, or under any other Applicable Law, in respect of the Issuer;
- (vi) enforcement of any security over any Assets of the Issuer or any analogous procedure or step is taken in any jurisdiction; or
- (vii) any other event occurs or proceeding instituted under any Applicable Law that would have an effect analogous to any of the events listed in (i) to (vi) above.

(h) ***Creditors' Process and Expropriation***

- (i) Any expropriation, attachment, garnishee, sequestration, distress or execution affects any Assets of the Issuer equivalent to or exceeding 10% (ten percent) of the Total Assets of the Issuer and is not discharged within 30 (thirty) Business Days or as otherwise provided in any order of any competent court or tribunal relating to the aforementioned actions.
- (ii) Any Governmental Authority, or any person by or under the authority of any

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

Governmental Authority:

- (A) condemns, seizes, nationalises, expropriates or compulsorily acquires all or a material part of the undertaking, assets, rights or revenues of the Issuer;
- (B) has assumed custody or control of all or substantial part of the business or operations of the Issuer (including operations, properties and other assets); or
- (C) has taken any action for the dissolution of the Issuer, or any action that would prevent the Issuer, its members, or its officers from carrying on its business or operations or a substantial part thereof.

(i) **Judgment Defaults**

One or more judgments or decrees are entered/passed against the Issuer involving a liability (not paid or not covered by a reputable and solvent insurance company) which, individually or in the aggregate, exceed 10% (ten percent) of the Total Assets of the Issuer provided such judgments or decrees are either final and non-appealable or have not been vacated, discharged or stayed pending appeal for any period of 30 (thirty) calendar days.

(j) **Transaction Documents**

The DTD or any other Transaction Document (in whole or in part), is terminated or ceases to be effective or ceases to be in full force or no longer constitutes valid, binding and enforceable obligations of the Issuer.

(k) **Unlawfulness**

It is or becomes unlawful for the Issuer to perform any of its obligations under the Transaction Documents and/or any obligation or obligations of the Issuer under any Transaction Document are not or cease to be valid, binding or enforceable.

(l) **Repudiation**

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

(m) **Security in Jeopardy**

In the opinion of the Debenture Trustee any Hypothecated Asset(s) are in jeopardy.

(n) **Security**

- (i) The Issuer fails to create and perfect security within the timelines prescribed in the Transaction Documents and/or in the manner prescribed in the Transaction Documents.
- (ii) The value of the Hypothecated Assets is insufficient to maintain the Security Cover or the Issuer fails to maintain the Security Cover (including by way of providing additional/alternate security to the satisfaction of the Debenture Trustee) within the timelines prescribed in the relevant Transaction Documents.
- (iii) The Issuer fails to submit the Hypothecated Assets Report (as defined in the Deed of Hypothecation) within the timelines prescribed in the Deed of Hypothecation and/or in the manner prescribed in the Deed of Hypothecation.

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

- (iv) Any of the Transaction Documents fails to provide the security interests, rights, title, remedies, powers or privileges intended to be created thereby (including the priority intended to be created thereby), or such security interests fail to have the priority contemplated under the Transaction Documents, or the security interests become unlawful, invalid or unenforceable.
- (v) The Issuer creates or attempts to create any mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having similar effect, over the Hypothecated Assets, without the prior consent of the Debenture Trustee.
- (o) ***Fraud and Embezzlement***

Any material act of fraud, embezzlement, misstatement, misappropriation or siphoning off of the funds of the Issuer or the Promoters of the Issuer or revenues of the Issuer or any other act having a similar effect being committed by the management of the Issuer or any officer of the Issuer.
- (p) ***Merger or Acquisition***

The Issuer takes or permits to be taken any action for the re-organisation of its capital, or any rearrangement, or merger or amalgamation, other than in accordance with the terms of the Transaction Documents.
- (q) ***Erosion of Net Worth***

The Net Worth of the Issuer erodes by 40% (forty percent) or more, from that existing as of the Effective Date.
- (r) ***Management Control***

The Identified Promoters ceasing to exercise the Management Control in respect of the Issuer.
- (s) ***Breach of other Covenants***

Any breach of any covenant or undertaking of the Issuer in the Transaction Documents (other than as set out in paragraphs (a) to (r) above), which, to the extent capable of remedy in the sole opinion of the Debenture Trustee (acting on the instructions of the Debenture Holders), is not remedied within such time period as may be prescribed by the Debenture Trustee (acting on the instructions of the Debenture Holders).

6.2.6.3. Notice on the Occurrence of an Event of Default

- (a) If any Event of Default or any event which, after the notice, or lapse of time, or both, would constitute an Event of Default, has occurred, the Issuer shall, forthwith give notice thereof to the Debenture Holders and the Debenture Trustee in writing specifying the nature of such event or Event of Default.
- (b) In addition to the foregoing, in accordance with Chapter X (*Breach of Covenants, Default and Remedies*) of the SEBI Debenture Trustees Master Circular, the Debenture Trustee shall send a notice to the Debenture Holders within 3 (three) days of the occurrence of an Event of Default, in accordance with the mode of delivery of notice mentioned therein, convening a meeting within 30 (thirty) days of the occurrence of an Event of Default. PROVIDED THAT if the Event of Default is cured or rectified within the intervening period between the date of the aforementioned notice from the Debenture Trustee to the date the aforementioned meeting is convened, no such meeting of the Debenture Holders shall be required. The

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

Debenture Trustee shall maintain the details of the providing and receipt of such notice in accordance with Chapter X (*Breach of Covenants, Default and Remedies*) of the SEBI Debenture Trustees Master Circular.

6.2.6.4. Additional obligations of the Debenture Trustee

In respect of Chapter X (*Breach of Covenants, Default and Remedies*) of the SEBI Debenture Trustees Master Circular, the entering into, and the performance of any obligations under any inter-creditor agreement (pursuant to the Stressed Assets Framework) or any resolution plan shall be subject to the terms of Chapter X (*Breach of Covenants, Default and Remedies*) of the SEBI Debenture Trustees Master Circular (including without limitation, the resolution plan being finalised within the time period prescribed in Chapter X (*Breach of Covenants, Default and Remedies*) of the SEBI Debenture Trustees Master Circular, and exiting of the inter-creditor agreement on the occurrence of the matters prescribed under Chapter X (*Breach of Covenants, Default and Remedies*) of the SEBI Debenture Trustees Master Circular).

6.2.7. Listing and Monitoring Requirements

(a) **Monitoring**

The Issuer will provide all such assistance to the Debenture Trustee as may be required by it, to carry out the necessary continuous and periodic due diligence and monitor the security cover in the manner as may be specified by SEBI from time to time. In this regard, in accordance with Chapter VI (*Periodical/ Continuous Monitoring by Debenture Trustee*) of the SEBI Debenture Trustees Master Circular, the Issuer undertakes and agrees to provide all relevant documents/information, as applicable, to enable the Debenture Trustee to submit the following reports/certifications to BSE in accordance with Chapter VI (*Periodical/ Continuous Monitoring by Debenture Trustee*) of the SEBI Debenture Trustees Master Circular:

- (i) an asset cover/security cover certificate on a quarterly basis, within (A) 75 (seventy five) days from each Quarterly Date (other than March 31 of the relevant calendar year), and (B) 90 (ninety) days from March 31 of the relevant calendar year or such other timelines as may be prescribed under Applicable Law, in the format prescribed in the SEBI Debenture Trustees Master Circular;
- (ii) (to the extent applicable) a statement of the value of the pledged securities on a quarterly basis, within (A) 75 (seventy five) days from each Quarterly Date (other than March 31 of the relevant calendar year), and (B) 90 (ninety) days from March 31 of the relevant calendar year or such other timelines as may be prescribed under Applicable Law;
- (iii) (to the extent applicable) a statement of the value of the debt service reserve account or any other form of security offered on a quarterly basis, within (A) 75 (seventy five) days from each Quarterly Date (other than March 31 of the relevant calendar year), and (B) 90 (ninety) days from March 31 of the relevant calendar year or such other timelines as may be prescribed under Applicable Law;
- (iv) (to the extent applicable) a net worth certificate of the guarantor who has provided a personal guarantee in respect of the Debentures on a half yearly basis, within 75 (seventy five) days from the end of each financial half-year or such other timelines as may be prescribed under Applicable Law;
- (v) (to the extent applicable) the financials/value of guarantor prepared on the basis of audited financial statement etc. of the guarantor who has provided a corporate guarantee in respect of the Debentures on an annual basis, within 75 (seventy five) days from the end of each Financial Year or such other timelines as may be

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

prescribed under Applicable Law; and

- (vi) (to the extent applicable) the valuation report and title search report for the immovable/movable assets, as applicable, once in 3 (three) years, within 75 (seventy five) days from the end of the Financial Year or such other timelines as may be prescribed under Applicable Law.

(b) **Recovery Expense Fund**

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

(c) **Requirements under the LODR Regulations**

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

(d) **Due Diligence**

- (i) The Issuer acknowledges, understands, and confirms that:
 - (A) the Debenture Trustee shall carry out due diligence on continuous basis

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

to ensure compliance by the Issuer, with the provisions of the Companies Act, the LODR Regulations, the Debt Listing Regulations, the Listed NCDs Master Circular, the SEBI Debenture Trustees Master Circular, the Debenture Trustees Regulations, the listing agreement of the stock exchange(s) where the Debentures are listed, the Transaction Documents, and any other regulations issued by SEBI pertaining to the Issue;

- (B) for the purposes of carrying out the due diligence as required in terms of the SEBI Listed Debentures Circulars, the Debenture Trustee, either through itself or its agents, advisors, consultants, shall have the power to examine the books of account of the Issuer and to have the Issuer's assets inspected by its officers and/or external auditors, valuers, consultants, lawyers, technical experts, management consultants appointed by the Debenture Trustee; and
 - (C) the Debenture Trustee may at any time through its authorized representatives and agents, inspect books of account, records, registers of Issuer and the trust property (as set out in the DTD) to the extent necessary for discharging its obligations. The Issuer shall provide full and unimpeded access to the records, registers and books of accounts and facilitate in the inspection and due diligence process. Any fees, costs expenses incurred in conducting such inspection/due diligence process shall be fully borne by the Issuer. In the event, any fees, costs expenses are borne by the Debenture Trustee, the above shall be reimbursed forthwith by the Issuer upon request.
- (ii) The Issuer shall submit documents/ information as the Debenture Trustee may require to conduct continuous and periodical due diligence and monitoring of the Transaction Security or the assets on which security interest/ charge is created, which shall, *inter alia*, include:
- (A) periodical status/ performance reports from the Issuer within 7 (seven) days of the relevant board meeting of the Issuer or within 45 (forty five) days of the respective quarter, whichever is earlier;
 - (B) details with respect to defaults, if any, with regard to payment of interest or redemption of Debentures;
 - (C) details with respect to the implementation of the conditions regarding creation of the Transaction Security for the Debentures, debenture redemption reserve and Recovery Expense Fund;
 - (D) details with respect to the assets of the Issuer and of the guarantors (to the extent applicable) to ensure that they are sufficient to discharge the interest and principal amount at all times and that such assets are free from any other encumbrances except those which are specifically agreed to by the Debenture Holders;
 - (E) reports on the utilization of funds raised by the issue of Debentures;
 - (F) details with respect to conversion or redemption of the Debentures;
 - (G) (to the extent applicable) details with respect to dispatch of the debenture certificates and interest warrants, credit of the debentures in the demat account of the Debenture Holders and payment of amounts upon redemption of Debentures to the Debenture Holders due to them within the stipulated time period in accordance with the Applicable Law;

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

- (H) (to the extent applicable) reports from the lead bank regarding the progress of the project relating to the proceeds of the Issue;
 - (I) details regarding monitoring of utilisation of funds raised in the issue of the Debentures;
 - (J) (to the extent applicable) certificate from the statutory auditors of the Issuer (1) in respect of utilisation of funds during the implementation period of the project relating to the proceeds of the Issue, and (2) in the case of Debentures issued for financing working capital, at the end of each accounting year; and
 - (K) such other documents or information as may be required by the Debenture Trustee in accordance with the Applicable Law.
- (iii) Without prejudice to any other provision of the DTD and the other Transaction Documents, the Issuer shall:
- (A) provide such documents/information and assistance to the Debenture Trustee as may be required by the Debenture Trustee to carry out the necessary due diligence and monitor the security cover on a quarterly basis in the manner as may be specified by SEBI from time to time;
 - (B) to the extent applicable, submit a certificate from the statutory auditor on a half-yearly basis, regarding the security cover in accordance with the terms of the Debt Disclosure Documents and the other Transaction Documents including compliance with the covenants of the Debt Disclosure Documents and the other Transaction Documents in the manner as may be specified by SEBI from time to time;
 - (C) submit the following reports/certification (to the extent applicable) to the Debenture Trustee within the timelines mentioned below:

REPORTS/CERTIFICATES	TIMELINES FOR SUBMISSION REQUIREMENTS TO THE DEBENTURE TRUSTEE	TIMELINE FOR SUBMISSION OF REPORTS/CERTIFICATIONS BY DEBENTURE TRUSTEE
Security cover certificate	Quarterly basis within 60 (sixty) days from each Quarterly Date or such other timelines as prescribed under Applicable Law or as may be mutually agreed between the Issuer and the Debenture Trustee.	Quarterly basis within (1) 75 (seventy five) days from each Quarterly Date (other than March 31 of the relevant calendar year), and (2) 90 (ninety) days from March 31 of the relevant calendar year or such other timelines as may be prescribed under Applicable Law.
(To the extent applicable) A statement of value of pledged securities	Quarterly basis within 60 (sixty) days from each Quarterly Date or such other timelines as prescribed under Applicable Law or as may be mutually agreed between the Issuer and the Debenture Trustee.	Quarterly basis within (1) 75 (seventy five) days from each Quarterly Date (other than March 31 of the relevant calendar year), and (2) 90 (ninety) days from March 31 of the relevant calendar year or such other timelines as may be prescribed under Applicable Law.
(To the extent applicable) A statement of value for Debt Service Reserve Account or any other form of security offered	Quarterly basis within 60 (sixty) days from each Quarterly Date or such other timelines as prescribed under Applicable Law or as may be	Quarterly basis within (1) 75 (seventy five) days from each Quarterly Date (other than March 31 of the relevant calendar year), and (2) 90 (ninety) days from March 31 of the relevant

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

REPORTS/CERTIFICATES	TIMELINES FOR SUBMISSION REQUIREMENTS TO THE DEBENTURE TRUSTEE	TIMELINE FOR SUBMISSION OF REPORTS/CERTIFICATIONS BY DEBENTURE TRUSTEE
	mutually agreed between the Issuer and the Debenture Trustee.	calendar year or such other timelines as may be prescribed under Applicable Law.
(To the extent applicable) Net worth certificate of guarantor (secured by way of personal guarantee)	Half yearly basis within 60 (sixty) days from end of each half-year or such other timelines as prescribed under Applicable Law or as may be mutually agreed between the Issuer and the Debenture Trustee.	Half yearly basis within 75 (seventy five) days from the end of each financial half-year or such other timelines as may be prescribed under Applicable Law.
(To the extent applicable) Financials/value of guarantor prepared on basis of audited financial statement etc. of the guarantor (secured by way of corporate guarantee)	Annual basis within 60 (sixty) days from end of each Financial Year or such other timelines as prescribed under Applicable Law or as may be mutually agreed between the Issuer and the Debenture Trustee.	Annual basis within 75 (seventy five) days from the end of each Financial Year or within such other timelines as may be prescribed under Applicable Law.
(To the extent applicable) Valuation report and title search report for the immovable/movable assets, as applicable	Within such timelines as prescribed under Applicable Law or within such timelines as may be mutually agreed between the Issuer and the Debenture Trustee.	Once in 3 (three) years, within 75 (seventy five) days from the end of the Financial Year or such other timelines as may be prescribed under Applicable Law.

(D) comply with all requirements applicable to it under the SEBI Debenture Trustees Master Circular, and provide all documents/information as may be required in accordance with the SEBI Debenture Trustees Master Circular.

(e) **Forensic Audit**

In case of initiation of forensic audit (by whatever name called) in respect of the Issuer, the Issuer shall provide following information and make requisite disclosures to the stock exchanges:

- (i) the details of initiation of forensic audit along-with name of entity initiating the audit and reasons for such forensic audit, if available; and
- (ii) the final forensic audit report (other than for forensic audit initiated by regulatory / enforcement agencies) on receipt by the Issuer along with comments of the management of the Issuer, if any.

(f) **Others**

- (i) The Issuer shall ensure due compliance and adherence to the SEBI Listed Debentures Circulars in letter and spirit.
- (ii) To the extent applicable and required in terms of Chapter X (*Breach of Covenants, Default and Remedies*) of the SEBI Debenture Trustees Master Circular, the Debenture Trustee shall execute an "inter creditor agreement" in the manner prescribed under Chapter X (*Breach of Covenants, Default and Remedies*) of the SEBI Debenture Trustees Master Circular.
- (iii) To the extent required/applicable, the Issuer shall provide intimation to the Debenture Trustee regarding (A) any default in timely payment of interest or redemption or both in respect of the non-convertible debt securities issued by the Issuer, and (B) all covenants of the issue (including side letters, event of default

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

provisions/clauses etc.).

- (iv) The Issuer shall promptly disclose and furnish to the Debenture Trustee, all documents/ information about or in relation to the Issuer or the Debentures, as requested by the Debenture Trustee to fulfil its obligations hereunder or to comply with any Applicable Law, including in relation to filing of its reports/ certification to stock exchange within the prescribed timelines.
- (v) The Issuer and the Debenture Trustee hereby agree and covenant to comply with the requirements prescribed under Chapter III (*Security and Covenant Monitoring System*) of the SEBI Debenture Trustees Master Circular in respect of the Debentures and the transactions contemplated in the Transaction Documents.

SECTION 7: OTHER INFORMATION AND APPLICATION PROCESS

Please refer the application procedure set out in Section 8 of the General Information Document. Certain details in relation to the EBP process are set out below.

7.1 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.

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 mandatory "know your customer" verification process. The Eligible Investors should also refer to the operational guidelines of the relevant EBP in this respect. The disclosures required pursuant to the EBP Requirements are set out herein below:

Details of size of issue including green shoe option, if any and a range within which green shoe may be retained (if applicable)	5,000 (five thousand) senior, secured, rated, listed, taxable, redeemable, transferable, non-convertible debentures denominated in Indian Rupees, having a face value of INR 1,00,000 (Indian Rupees One Lakh) each and an aggregate nominal value of INR 50,00,00,000 (Indian Rupees Fifty Crore). Green Shoe Option: Not applicable.
Interest Rate Parameter	Fixed coupon (being, 9.65% (nine decimal six five percent) per annum, payable quarterly (on the Interest Payment Dates)).
Bid opening and closing date	Bid opening date: July 18, 2024 Bid closing date: July 18, 2024
Minimum Bid Lot	Minimum application shall not be less than INR 1,00,00,000 (Indian Rupees One Crore) (being 100 (one hundred) Debentures) and in multiples of 1 (one) Debenture thereafter
Manner of bidding in the Issue	Closed Bidding
Manner of allotment in the Issue	Uniform Yield Allotment
Manner of settlement in the Issue	Pay-in of funds through ICCL. The pay-in of the Application Money for the Debentures shall be made by way of transfer of funds from the bank account(s) of the Eligible Investors (whose bids have been accepted) as registered with the Electronic Book Provider into the account of the ICCL, as specified in this regard below.
Settlement Cycle	T+1, where "T" refers to the date of bidding. Settlement of the Issue will be on July 19, 2024.

Pay-in date	July 19, 2024 (i.e., T+1, where "T" refers to the date of bidding)
Anchor Portion Details (if any)	Not Applicable

Process flow of settlement:

The Eligible Investors whose bids have been accepted by the Issuer and to whom a signed copy of this Key Information Document along with the PPOA have been issued by the Issuer and who have submitted/shall submit the Application Form ("**Successful Bidders**"), shall make the payments in respect of the Application Money in respect of the Debentures towards the allocation made to them, into the bank account of the ICCL, the details of which are as set out in the section named "INSTRUCTIONS" of the Application Form, on or before 10:30 hours on the pay-in date.

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

Name of Bank	[]
IFSC Code	[]
Account number	[]
Name of beneficiary	[]

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.

7.2 Eligible Investors should refer to the Operational Guidelines

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.

7.3 Application Procedure

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 this 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.

7.4 Fictitious Applications

All fictitious applications will be rejected. 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.

7.5 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. 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:

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

7.6 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 of ICCL mentioned under Section 7.1 above.

7.7 Eligible Investors

As prescribed in the EBP Requirements, "Qualified Institutional Buyers" or "QIBs" (as defined in the EBP Requirements) and non-QIBs authorized by an issuer to participate on an issuer on the EBP Platform are eligible participants (i.e., bidders) on an EBP Platform to participate in a particular issue on the EBP Platform. In furtherance of the above, to the extent applicable, the following categories of Investors ("**Eligible Investors**"), when specifically approached, and identified upfront by the Issuer, shall be eligible to apply for this private placement of Debentures subject to fulfilling their respective investment norms/rules and compliance with laws applicable to them and by completing the participation/nodding requirements prescribed for the EBP Platform and/or by submitting all the relevant documents along with the Application Form:

- (a) A mutual fund, venture capital fund, Alternative Investment Fund and Foreign Venture Capital Investor registered with SEBI;
- (b) Foreign portfolio investor other than individuals, corporate bodies and family offices;
- (c) a Public Financial Institution;
- (d) a Scheduled Commercial Bank;
- (e) a multilateral and bi-lateral development financial institution;
- (f) a State Industrial Development Corporation;
- (g) An insurance company registered with Insurance Regulatory and Development Authority of India;
- (h) A Provident Fund with minimum corpus of Rs.25 Crores
- (i) A Pension Fund with minimum corpus of Rs.25 Crores
- (j) National Investment Fund set up by resolution No: F.No.2/3/2005-DDII dated November 23, 2005 of

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

- the Government of India published in the Gazette of India;
- (k) An insurance fund set up and managed by Army, Navy / Air force of the Union of India;
 - (l) Insurance funds set up and managed by the Department of Posts, India; and
 - (m) Systemically important Non- Banking Financial Companies.

Any non-QIB including *inter-alia* resident individual investors, Hindu Undivided Families (excluding minors and NRIs), Partnership Firms and Limited Liability partnership firms, Trusts (including public charitable trusts), association of persons, societies registered under the Applicable Laws in India, companies, bodies corporate etc., who/ which has been authorized by the Issuer, to participate in a particular issue on the EBP platform.

The advisor(s)/ arranger(s)/ placement agent(s), broker(s) associated with the Issue and/or their affiliates/ subsidiaries/ associates/ group companies and/or their promoters/ directors/ key managerial personnel/ officers/ employees may subscribe to the Issue as the applicable laws including but not limited to (i) SEBI (Merchant Bankers) Regulations, 1992 and Code of Conduct specified therein; (ii) Securities and Exchange Board of India (Stock Brokers) Regulations, 1992 and Code of Conduct specified therein, as applicable, do not restrict them from subscribing to the Issue.

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.

By participating/bidding in the EBP Platform, each Eligible Investor represents and confirms that it has completed all enrollment and "know-your-customer" verification and other requirements prescribed under the EBP Requirements in the manner prescribed in 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.

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. The Issuer, is not in any way, directly or indirectly, responsible for any statutory or regulatory breaches by any investor, nor is the Issuer required to check or confirm the above.

Hosting of this Debt Disclosure Documents on the website of the BSE/EBP should not be construed as an offer or an invitation to offer to subscribe to the Debentures and the Debt Disclosure Documents has been hosted only as this is stipulated under the SEBI Debt Listing Regulations read with the EBP Requirements. Eligible Investors should check their eligibility before making any investment.

All Eligible 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

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

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.

7.8 Post-Allocation Disclosures by the EBP

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

SECTION 8: DECLARATION

- A. The Issuer has complied with the provisions of the Companies Act, 2013 and the rules made hereunder.
- B. The compliance with the Companies Act, 2013 and the rules made thereunder do not imply that payment of dividend or interest or repayment of the 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 Key Information Document.
- D. The Issuer has complied with, and nothing in the Key Information Document is contrary to, the provisions of Companies Act, 2013, the Securities Contracts (Regulation) Act, 1956 and the Securities and Exchange Board of India Act, 1992, and the rules and regulations made thereunder.

I am authorized by the borrowing committee of the board of directors of the Issuer vide resolution dated June 11, 2024 read with the resolutions dated August 2, 2022, November 3, 2023 and May 7, 2024 of the board of directors of the Issuer to sign this Key Information Document and declare that all the requirements of Companies Act, 2013 and the rules made thereunder in respect of the subject matter of this form and matters incidental thereto have been complied with.

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

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

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

For Auxilo Finserve Private Limited

Name: [redacted]
Title: [redacted]
Place: [redacted], India
Date: July [redacted], 2024

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

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



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

ANNEXURE II: CONSENT LETTER FROM THE DEBENTURE TRUSTEE AND REGISTRAR

Debenture Trustee:

[redacted]

Registrar:

[redacted]

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

ANNEXURE III: APPLICATION FORM

AUXILO FISERVE PRIVATE LIMITED

A private limited company incorporated under the Companies Act, 2013

Date of Incorporation: October 4, 2016

Registered Office: Office No.63, 6th Floor, Kalpataru Square, Kondivita Road, Andheri East, Mumbai 400059

Telephone No.: 022 6246 3333

Website: http://www.auxilo.com

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

ISSUE OF UP TO 5,000 (FIVE THOUSAND) SENIOR, SECURED, RATED, LISTED, TAXABLE, REDEEMABLE, TRANSFERABLE, NON-CONVERTIBLE DEBENTURES DENOMINATED IN INDIAN RUPEES, HAVING A FACE VALUE OF INR 1,00,000 (INDIAN RUPEES ONE LAKH) EACH AND AN AGGREGATE NOMINAL VALUE OF INR 50,00,00,000 (INDIAN RUPEES FIFTY CRORE) ("DEBENTURES"), ON A PRIVATE PLACEMENT BASIS (THE "ISSUE").

DEBENTURES APPLIED FOR: Number of Debentures: _____ In words: _____ only Amount INR _____ /- In words Rupees: _____ only
--

DETAILS OF PAYMENT: Cheque / Demand Draft / RTGS No. _____ Drawn on _____ Funds transferred to the account specified in "Instructions" below on _____ Total Amount Enclosed (In Figures) INR _____ /- (In words) _____ Only

APPLICANT'S NAME IN FULL (CAPITALS)	SPECIMEN SIGNATURE

APPLICANT'S ADDRESS				
ADDRESS				
STREET				
CITY				
PIN		PHONE		FAX

APPLICANT'S PAN/GIR NO. _____ IT CIRCLE/WARD/DISTRICT _____

WE ARE () COMPANY () OTHERS (Please specify) _____

We have read and understood the terms and conditions of the issue of Debentures including the risk factors described in the general information document dated July 3, 2024, the enclosed key information document and the private placement offer cum application letter of the same date, each issued by the Issuer (collectively, the "**Debt Disclosure Documents**") and have considered these in making our decision to apply. We bind ourselves to the terms and conditions of the Debt Disclosure Documents and wish to apply for allotment of the Debentures. We request you to please place our name(s) on the register of holders.

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

Name of the Authorised Signatory(ies)	Designation	Signature

Applicant's Signature

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

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

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

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

(Note: Cheque and Drafts are subject to realisation)

We understand and confirm that the information provided in the Debt Disclosure Documents is provided by the Issuer. 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 Issuer 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)

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

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

ACKNOWLEDGMENT SLIP

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

Received from _____

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

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

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 following account of ICCL by way of an electronic transfer, in accordance with the terms of the EBP Requirements:

Name of Bank	HDFC BANK
IFSC Code	HDFC0000060
Account number	ICCLEB
Name of beneficiary	INDIAN CLEARING CORPORATION LIMITED

Name of Bank	ICICI Bank Ltd.
IFSC Code	ICIC0000106
Account number	ICCLEB
Name of beneficiary	INDIAN CLEARING CORPORATION LTD

Name of Bank	YES BANK
IFSC Code	YESBOCMSNOC
Account number	ICCLEB
Name of beneficiary	INDIAN CLEARING CORPORATION LTD

The Issuer undertakes that the application money deposited in the above-mentioned bank account shall not be utilized for any purpose other than:

- (a) for adjustment against allotment of securities; or
- (b) for the repayment of monies where the Issuer is unable to allot securities.

4. Outstation Cheques, Cash, Money Orders, Postal Orders and Stock Invest shall not be accepted.
5. Receipt of applicants will be acknowledged by the Issuer in the "Acknowledgement Slip" appearing below the application form. No separate receipt will be issued.
6. All applicants should mention their Permanent Account No. or their GIR No. allotted under Income Tax Act, 1961 and the Income Tax Circle/Ward/District. In case where neither the PAN nor the GIR No. has been allotted, the fact of non-allotment should be mentioned in the application form in the space provided. Income Tax as applicable will be deducted at source at the time of payment of interest including interest payable on application money.
7. The application would be accepted as per the terms of the Debentures outlined in the transaction documents for the private placement.

ANNEXURE IV: ILLUSTRATION OF BOND CASH FLOWS

Illustration of Bond Cash Flows	
Name of the Issuer	Auxilo Finserve Private Limited
Face Value (per security)	INR 1,00,000 (Indian Rupees One Lakh)
Issue Date / Date of Allotment	July 19, 2024
Final Redemption Date	July 19, 2027
Tenure	36 (thirty six) months from the Deemed Date of Allotment
Coupon Rate	9.65% (nine decimal six five percent) per annum, payable quarterly (on the Interest Payment Dates)
Frequency of the Coupon Payment with specified dates	Quarterly. Please see below.
Day count convention	Actual/Actual

INTEREST PAYMENT AND REDEMPTION SCHEDULE

PART A

INTEREST PAYMENT AND REDEMPTION SCHEDULE (WHERE CALL OPTION IS NOT EXERCISED)

Interest Payment Schedule

CASH FLOWS	DAY AND DATE FOR COUPON/ REDEMPTION BECOMING DUE	NUMBER OF DAYS	AMOUNT PER DEBENTURE (IN RUPEES)
1 st Coupon Payment	19/10/24	92	2,432.33
2 nd Coupon Payment	19/01/25	92	2,432.33
3 rd Coupon Payment	19/04/25	90	2,379.45
4 th Coupon Payment	19/07/25	91	2,405.89
5 th Coupon Payment	19/10/25	92	2,432.33
6 th Coupon Payment	19/01/26	92	2,432.33
7 th Coupon Payment	19/04/26	90	2,379.45
8 th Coupon Payment	19/07/26	91	2,405.89
9 th Coupon Payment	19/10/26	92	2,432.33
11 th Coupon Payment	19/01/27	92	2,432.33
12 th Coupon Payment	19/04/27	90	2,379.45
13 th Coupon Payment	19/07/27	91	2,405.89

Redemption Schedule

CASH FLOWS	DAY AND DATE FOR COUPON/ REDEMPTION BECOMING DUE	NUMBER OF DAYS	AMOUNT PER DEBENTURE (IN RUPEES)
Principal Amounts	19/07/27	1095	1,00,000.00

PART B

INTEREST PAYMENT AND REDEMPTION SCHEDULE (WHERE CALL OPTION IS EXERCISED)**

Interest Payment Schedule

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

CASH FLOWS	DAY AND DATE FOR COUPON/ REDEMPTION BECOMING DUE	NUMBER OF DAYS	AMOUNT PER DEBENTURE (IN RUPEES)
1 st Coupon Payment	19/10/24	92	2,432.33
2 nd Coupon Payment	19/01/25	92	2,432.33
3 rd Coupon Payment	19/04/25	90	2,379.45
4 th Coupon Payment	19/07/25	91	2,405.89
5 th Coupon Payment	19/10/25	92	2,432.33
6 th Coupon Payment	19/01/26	92	2,432.33
7 th Coupon Payment	19/04/26	90	2,379.45
8 th Coupon Payment	19/07/26	91	2,405.89

Redemption Schedule

CASH FLOWS	DAY AND DATE FOR COUPON/ REDEMPTION BECOMING DUE	NUMBER OF DAYS	AMOUNT PER DEBENTURE (IN RUPEES)
Principal Amounts	19/07/26	730	1,00,000.00

***The above schedules assume that pursuant to the exercise of the Call Option, the Debentures are redeemed on the Call Option Termination Date. The above schedules would need to be modified if the Debentures are redeemed on any other date in the Call Option Exercise Period.*

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

ANNEXURE V: DUE DILIGENCE CERTIFICATES

1. **Due diligence certificate as per the format specified in the SEBI Debenture Trustees Master Circular:**



2. **Due diligence certificate as per the format specified in the SEBI Debt Listing Regulations:**



ANNEXURE VI: DISCLOSURES PURSUANT TO 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 the receivables arising out of certain identified book debts/loan receivables 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 of the Issuer set out above over which security is proposed to be created by the Issuer. The details of the underlying loan agreements will be set out in 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 charge created over the movable assets set out in (a) above 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 the 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**

The Issuer hereby undertakes that the assets on which charge is proposed to be created as security for the Debentures are free from any encumbrances.

- (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:** Not applicable.

(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:** Not applicable.

(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:**

(i) **Details of guarantor viz. relationship with the Issuer:** Not applicable.

(ii) **Net worth statement (not older than 6 months from the date of debenture trustee agreement) certified by a chartered accountant of the guarantor:** Not applicable.

(iii) **List of assets of the guarantor including undertakings/ consent/ NOC as per para 2.1(b) and 2.1(c) of Chapter II of the SEBI Debenture Trustees Master Circular:** Not applicable.

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

- (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) **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.
- (g) **In case of corporate guarantee or any other document/ letter with similar intent is offered as security or a part of security:**
 - (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) of Chapter II of the SEBI Debenture Trustees Master Circular:** 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" of financial statement 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.:** Please refer section named "*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 Key Information Document*" in Section 6.1 (Summary Terms).
- (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 debt securities shall be considered as secured only if the charged asset is registered with Sub-registrar and Registrar of Companies or CERSAI or Depository etc., as applicable, or is independently verifiable by the debenture trustee.

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

- (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 "*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 Key Information Document*" in Section 6.1 (*Summary Terms*).
- (o) **Process of due diligence carried out by the debenture trustee under the SEBI Debenture Trustees Master Circular:** The Debenture Trustee has carried out due diligence in accordance with the manner prescribed in the SEBI Debenture Trustees Master 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 Trustees Master 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 Key Information Document, 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 certificates as per the format specified in the Debenture Trustees Master Circular and the Debt Listing Regulations:** Enclosed as Annexure V. The due diligence certificates will be submitted to BSE along with the Key Information Document.

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

ANNEXURE VII: BOARD RESOLUTION AND COMMITTEE RESOLUTION

Board resolutions:

Board resolution dated August 2, 2022



CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF AUXILO FINSERVE PRIVATE LIMITED HELD ON TUESDAY, 2ND AUGUST, 2022 AT 03.00 PM AT EXPRESS TOWERS, 11TH FLOOR, NARIMAN POINT , MUMBAI -400021

To revise the terms of reference of the Borrowing Committee of the Board of Directors of the Company

"RESOLVED THAT in supersession to the earlier resolution, a Committee of the Board of Directors be and is hereby constituted to be called as the Borrowing Committee consisting of the following members:

- | | |
|-------------------------|-------------------------|
| 1. Shri. Akash Bhansali | Director |
| 2. Shri. Vivek Saraogi | Director |
| 3. Shri. Neeraj Saxena | Managing Director & CEO |

"RESOLVED FURTHER THAT Shri. Akash Bhansali shall be the Chairman of the Committee and two members shall constitute the quorum"

"RESOLVED FURTHER THAT the Committee shall act in accordance with the following terms of reference:

1. Review the fund requirements for the Company in the ordinary course of business to assess the requirement of borrowings from time to time
2. Evaluate and accept borrowings within limits approved by the Board, and take necessary actions connected therewith
3. Evaluate and approve Securitization (sale or assignment of loan receivables) outstanding in the books of the Company
4. To approve/ review the securitization policy of the Company
5. Review and approve the issuance and offer of each series/tranche of Debentures within the approved NCD limits
6. Delegate authorities from time to time to the officials / authorized persons to implement the Committee's decisions, including necessary execution of documents for such borrowings
7. Authorize, negotiate and accept the terms and conditions of borrowing in any form through any instrument and delegate the power to execute the deeds and documents as deemed necessary including the affixation of common seal, towards any sanction received, security creation for any borrowings by the company.
8. Authorize the officials of the Company to negotiate and accept the terms and conditions of borrowing and to execute deeds and documents, do things as deemed necessary or desirable
9. Authorize the proposal to securitize (sale or assignment of loan receivables) outstanding in the books of the Company, with or without security interest, by way of Direct Assignment (DA) or through Pass Through Certificates (PTC) or any other mode.
10. Review, authorize, approve the terms and conditions for the purpose of assignment, providing of credit enhancements, servicing of receivables and the issuance of PTC of borrowing and authorize execution of deeds and documents by whatever name called in this regards.
11. Authorize the officials of the Company to negotiate and accept the terms and conditions of securitization, to execute deeds and documents, do things as deemed necessary or desirable
12. Review and approve the issuance and offer of each series/tranche of Debentures within the limits approved by the Board/Shareholders for the respective financial year.
13. Authorize the officials of the Company, to do such acts, execute deeds and documents (including security creation), do things as they deem necessary or desirable in connection with the issuance, affixation of common seal, finalisation of offer and allotment of the Debentures.



Regd. and Corporate Office

Auxilo Finserve Private Limited

Office No. 63, 6th floor, Kalpataru Square, Kondivita Road, Andheri East, Mumbai 400059, Maharashtra, India.
Q: +91 22 6246 3333 | support@auxilo.com | www.auxilo.com
CIN No: U65990MH2016PTC286516

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



14. To allot securities of the Company including, debt securities, Non- convertible debentures, bonds etc from time to time and to authorize officials of the Company, and to execute deeds and documents, do things as deemed necessary or desirable in this regard
15. To borrow funds for meeting short term requirement of funds of the Company by way of issue of Commercial Paper and to authorize officials of the Company to negotiate and accept the terms and conditions of Commercial Paper, and to execute deeds and documents, do things as deemed necessary or desirable in this regard
16. To authorize various persons from time to time to open, operate and close bank accounts, demat accounts in the name of the Company
17. To review and approve the policies related to borrowings/Co-lending of the company.
18. To authorize and approve the co-lending partners and accept the terms and conditions of co lending arrangement,
19. To authorize officials of the Company to accept the terms and conditions of co lending arrangement and to execute deeds and documents, do things as deemed necessary or desirable in this regard
20. To deal with matters by way of circular resolutions in lieu of formally convening a meeting

For Auxilo Finserve Private Limited

Deepika Thakur Chauhan
Chief Compliance Officer, CS & Head - Legal



Date: 2nd July, 2024
Place: Mumbai

Regd. and Corporate Office

Auxilo Finserve Private Limited

Office No. 63, 6th floor, Kalpataru Square, Kondivita Road, Andheri East, Mumbai 400059, Maharashtra, India.
☎: +91 22 6246 3333 ✉: support@auxilo.com 🌐: www.auxilo.com
CIN No: U65990MH2016PTC286516

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

Board resolution dated November 3, 2023:



CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF AUXILO FINSERVE PRIVATE LIMITED HELD ON FRIDAY, 3RD NOVEMBER, 2023 AT EXPRESS TOWERS, 14TH FLOOR, NARIMAN POINT, MUMBAI - 400021

Revision of the terms of reference of the Borrowing Committee of the Board of Directors of the Company

“RESOLVED THAT the Borrowing Committee shall act in accordance with the following terms of reference:

1. Review the fund requirements for the Company in the ordinary course of business to assess the requirement of borrowings from time to time
2. Evaluate and accept borrowings within limits approved by the Board, and take necessary actions connected therewith
3. Evaluate and approve Securitization (sale or assignment of loan receivables) outstanding in the books of the Company
4. To approve/ review the securitization policy of the Company
5. Review and approve the issuance and offer of each series/tranche of Debentures within the approved NCD limits
6. Delegate authorities from time to time to the officials / authorized persons to implement the Committee's decisions, including necessary execution of documents for such borrowings
7. Authorize, negotiate and accept the terms and conditions of borrowing in any form through any instrument and delegate the power to execute the deeds and documents as deemed necessary including the affixation of common seal, towards any sanction received, security creation for any borrowings by the company.
8. Authorize the officials of the Company to negotiate and accept the terms and conditions of borrowing and to execute deeds and documents, do things as deemed necessary or desirable
9. Authorize the proposal to securitize (sale or assignment of loan receivables) outstanding in the books of the Company, with or without security interest, by way of Direct Assignment (DA) or through Pass Through Certificates (PTC) or any other mode.
10. Review, authorize, approve the terms and conditions for the purpose of assignment, providing of credit enhancements, servicing of receivables and the issuance of PTC of borrowing and authorize execution of deeds and documents by whatever name called in this regards.
11. Authorize the officials of the Company to negotiate and accept the terms and conditions of securitization, to execute deeds and documents, do things as deemed necessary or desirable
12. Review and approve the issuance and offer of each series/tranche of Debentures within the limits approved by the Board/Shareholders for the respective financial year.
13. Authorize the officials of the Company, to do such acts, execute deeds and documents (including security creation), do things as they deem necessary or desirable in connection with the issuance, affixation of common seal, finalisation of offer and allotment of the Debentures.
14. To allot securities of the Company including, debt securities, Non- convertible debentures, bonds etc., from time to time and to authorize officials of the Company, and to execute deeds and documents, do things as deemed necessary or desirable in this regard
15. To borrow funds for meeting short term requirement of funds of the Company by way of issue of Commercial Paper and to authorize officials of the Company to negotiate and accept the terms and conditions of Commercial Paper, and to execute deeds and documents, do things as deemed necessary or desirable in this regard
16. To authorize various persons from time to time to open, operate and close bank accounts, demat accounts in the name of the Company
17. To review and approve the policies related to borrowings/Co-lending of the company



Regd. and Corporate Office

Auxilo Finserve Private Limited

Office No. 63, 6th floor, Kalpataru Square, Kondivita Road, Andheri East, Mumbai 400059, Maharashtra, India.

☎: +91 22 6246 3333 ✉: support@auxilo.com 🌐: www.auxilo.com

CIN No: U65990MH2016PTC286516



18. To authorize and approve the co-lending partners and accept the terms and conditions of co lending arrangement
19. To authorize officials of the Company to accept the terms and conditions of co lending arrangement and to execute deeds and documents, do things as deemed necessary or desirable in this regard
20. To deal with matters by way of circular resolutions in lieu of formally convening a meeting
21. To authorize opening of account with bank(s) sanctioning the credit facility and to authorize officials of the company to generally operate the same.
22. Review and approve the alteration/ changes in terms and conditions / repurchase / early redemptions of Debentures issued by the Company."

For Auxilo Finserve Private Limited



Deepika Thakur Chauhan
Chief Compliance Officer, CS & Head - Legal



Date: 2nd July, 2024
Place: Mumbai

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

Board resolution dated May 7, 2024:



CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF AUXILO FINSERVE PRIVATE LIMITED HELD ON TUESDAY, 7TH MAY 2024 AT OFFICE NO. 63, 6TH FLOOR, KALPATARU SQUARE, KONDIVITA ROAD, ANDHERI EAST, MUMBAI 400059

Issuance of Non – Convertible Debentures for the financial year 2024-25

“RESOLVED THAT pursuant to the provisions of Section 42, 71, 179, and other applicable provisions, if any, of the Companies Act, 2013 (“Act”) read together with the Companies (Prospectus and Allotment of Securities) Rules, 2014, including any modification, amendment, substitution or re-enactment thereof, for the time being in force the rules, regulations, guidelines, notifications, clarifications and circulars, if any, prescribed by the Government of India, all applicable regulations, directions, guidelines, circulars and notifications of the Reserve Bank of India (“RBI”), the Securities and Exchange Board of India (“SEBI”) including the Securities Contracts (Regulation) Act, 1956, the Securities and Exchange Board of India Act, 1992, the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations 2015, as amended and the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, or any other regulatory authority, whether in India or abroad, and in accordance with the Memorandum of Association and the Articles of Association of the Company and the listing agreements to be entered into with the stock exchanges (the “Stock Exchanges”) where the securities of the Company may be listed, and subject to the approvals, consents, sanctions, permissions as may be required from any appropriate statutory and regulatory authorities and subject to the approval of the members in the General Meeting, the approval of the Board, be and is hereby accorded, to issue, and to make offer(s) and/or invitation(s) to eligible persons to subscribe to, Non-Convertible Debentures ((a) subordinated, (b) listed or unlisted, (c) senior secured, (d) senior unsecured, (e) unsecured, and/or (f) any others (as may be determined)) (“the Debentures ”), on a private placement basis, in one of or more series /tranches, up to maximum limit of Rs. 1000,00,00,000 (Rupees One Thousand Crores) upon such terms and conditions may be agreed with the debenture-holders/Investors, subject to due compliance with, in this regard.

RESOLVED FURTHER THAT the Borrowing Committee shall be authorized to create, offer, issue and allot the Debentures on behalf of the Company to determine the terms and conditions of the issue of the Debentures of each series/ tranche for the purpose of issuance of the Debentures on a private placement and to do all such acts, deeds, matters and things, as it may, in its absolute discretion, deem necessary or expedient in the interest of the Company and is empowered on behalf of the Company to settle all the questions, difficulties or doubts that may arise in this regard without requiring to secure any further consent of the Board of Directors of the Company.

RESOLVED FURTHER THAT the Borrowing Committee may authorize the officials of the Company of the Company, to do such acts, deeds and things as they deem necessary or desirable in connection with the issue, offer and allotment of the Debentures, including, without limitation the following:

- seeking, if required, any approval, consent or waiver from any/all concerned government and regulatory authorities, and/or any other approvals, consent or waivers that may be required in connection with the issue, offer and allotment of the Debentures;
- executing the term sheets, negotiating, approving and deciding the terms of the issue of the Debentures and all other related matters;
- approving and signing the information memorandum/debt disclosure document/private placement offer cum application letter/ General Information Document (GID)/Key Information Document (KID) (including amending, varying or modifying the same, as may be considered desirable or expedient), in accordance with all applicable laws, rules, regulations and guidelines as may be required for the Debentures;

Regd. and Corporate Office

Auxilo Finserve Private Limited

Office No. 63, 6th floor, Kalpataru Square, Kondivita Road, Andheri East, Mumbai 400059, Maharashtra, India.
☎: +91 22 6246 3333 ✉: support@auxilo.com 🌐: www.auxilo.com

CIN No: U65990MH2016PTC286516



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



- (d) finalizing the terms and conditions of the appointment of an arranger (if so required), a debenture trustee, a registrar and transfer agent, a credit rating agency (if so required), legal counsel, a depository and such other intermediaries as may be required including their successors and their agents as may be required for the Debentures;
- (e) finalising the terms of the issue, offer and allotment for the Debentures;
- (f) entering into arrangements with the depository in connection with issue of The Debentures in dematerialised form;
- (g) creating and perfecting the Security as required in accordance with the terms of the Transaction Documents (as defined below) in relation to the issue, offer and allotment of the Debentures;
- (h) finalizing the date of allocation and the deemed date of allotment of the Debentures;
- (i) negotiate, execute, file and deliver any documents, instruments, deeds, amendments, papers, applications, notices or letters as may be required and deal with regulatory authorities in connection with the issue, offer and allotment of the Debentures including but not limited to the RBI, SEBI (if so required), the jurisdictional registrar of companies, the Central Registry of Securitisation Asset Reconstruction and Security Interest, jurisdictional registrar of sub-assurances, the Ministry of Corporate Affairs, any Stock Exchange(s) or any depository, and such other authorities as may be required for the Debentures;
- (j) to execute all documents, file forms with the jurisdictional registrar of companies, the Ministry of Corporate Affairs, the Central Registry of Securitisation Asset Reconstruction and Security Interest, jurisdictional registrar of sub-assurances, any Stock Exchange(s) or any depository as may be required for the Debentures;
- (k) sign and/or dispatch all documents and notices to be signed and/or dispatched by the Company under or in connection with the Transaction Documents as may be required for the Debentures;
- (l) pay all stamp duty required to be paid on the Debentures;
- (m) to take all steps and do all things and give such directions as may be required, necessary, expedient or desirable for giving effect to the Transaction Documents, the transactions contemplated therein and the resolutions mentioned herein, including without limitation, to approve, negotiate, finalize, sign, execute, ratify, amend, supplement and/or issue the following, including any amendments, modifications, supplements, restatements or novations thereto (now or in the future):
 - i. information memorandum/debt disclosure document/private placement offer cum application letter/ General Information Document (GID)/Key Information Document (KID) for the issue, offer and allotment as may be required for the Debentures (the "Disclosure Documents");
 - ii. debenture certificate for the Debentures;
 - iii. debenture trust deed/debenture trust cum mortgage deed, debenture trustee agreement, deed of hypothecation, the debenture subscription agreement and any other documents required for the creation of security interest over the Company's assets and the issue, offer and allotment of the Debentures (including any powers of attorney in connection thereto), and any other document in relation thereto as may be required for The Debentures (collectively, the "Transaction Documents");
 - iv. any other documents required for the purposes of the issue, offer and allotment of the Debentures and the transactions contemplated thereby, including but not limited to letters of undertaking, declarations, agreements, reports as may be required for The Debentures; and
 - v. any other document designated as a Transaction Document by the debenture trustee as may be required in respect of The Debentures;

**Regd. and Corporate Office
Auxilo Finserve Private Limited**

Office No. 63, 6th floor, Kalpataru Square, Kondivita Road, Andheri East, Mumbai 400059, Maharashtra, India.
t: +91 22 6246 3333 e: support@auxilo.com w: www.auxilo.com
CIN No: U65990MH2016PTC286516



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



- (n) do all acts necessary for the issue, offer and allotment of the Debentures (including listing of the Listed Debentures) in accordance with the terms set out in the Disclosure Document and the Transaction Documents as may be required for the Debentures;
- (o) to generally do any other acts or deeds, to negotiate and execute any documents, applications, agreements, undertakings, deeds, affidavits, declarations and certificates in relation to (a) to (o) above, and to give such directions as it deems fit or as may be necessary or desirable with regard to the issue, offer and allotment of the Debentures;
- (p) to take all necessary steps relating to the creation, perfection and registration of charges and submit the necessary forms with the jurisdictional registrar of companies, the Ministry of Corporate Affairs, the Central Registry of Securitisation Asset Reconstruction and Security Interest, jurisdictional registrar of sub-assurances or any depository, any Stock Exchange(s) and other relevant governmental authorities;
- (q) to record the name of the holders of the Debentures in the register of debenture holders and to undertake such other acts, deeds and acts as may be required to give effect to the issuance and allotment the Debentures;
- (r) to record details of security creation, modification and satisfaction, monitoring of securities, monitoring of asset cover and covenants of non-convertible securities with the Depositories as per the various circulars issued by SEBI, Stock Exchanges and RTAs as and when required from time to time; and
- (s) to do such acts and execute such documents as may be required in connection with any of the matters relating to the issuance and allotment of the Debentures.

RESOLVED FURTHER THAT the copies of the foregoing resolutions certified to be true copies by any director or the Company Secretary of the Company be furnished to such persons as may be deemed necessary."

For Auxilo Finserve Private Limited



Deepika Thakur Chauhan
Chief Compliance Officer, CS & Head-legal



Date: 2nd July 2024
Place: Mumbai

Regd. and Corporate Office

Auxilo Finserve Private Limited

Office No. 63, 6th floor, Kalpataru Square, Kondivita Road, Andheri East, Mumbai 400059, Maharashtra, India.

☎: +91 22 6246 3333 ✉: support@auxilo.com 🌐: www.auxilo.com

CIN No: U65990MH2016PTC286516

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

Committee resolution:



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

ANNEXURE VIII: SHAREHOLDERS' RESOLUTIONS



CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE MEMBERS OF AUXILO FINSERVE PRIVATE LIMITED AT ITS EIGHTH ANNUAL GENERAL MEETING HELD ON TUESDAY, 2ND JULY, 2024 AT 11.00 A.M. THROUGH VIDEO CONFERENCING

SPECIAL BUSINESS:

Item No. 2: Special Resolution: Issuance of Non- Convertible Debentures on private placement basis

"RESOLVED THAT pursuant to the provisions of Section 42 of the Companies Act, 2013 read with the Rule 14 of the Companies (Prospectus and Allotment of Securities) Rules, 2014, and pursuant to the provisions of Section 71 of the Companies Act, 2013 read with the Rule 18 of the Companies (Share Capital and Debentures) Rules, 2014, and all other applicable provisions, if any, of the Companies Act, 2013 and rules made thereunder (including any statutory modification(s) or re-enactment thereof, for the time being in force) and pursuant to the Securities and Exchange Board of India (Issue and Listing of Non-convertible Securities) Regulations, 2021 and other applicable SEBI Rules and Regulations, as amended from time to time, including applicable Reserve Bank of India Directions, Guidelines, Circulars etc. and in accordance with the Memorandum and Articles of association of the Company, the approval of the members of the Company, be and is hereby accorded to the Board of Directors of the Company ("Board") to issue and to make offer(s) and/or invitation(s) to eligible persons to subscribe to, Non-Convertible Debentures (whether (a) subordinated, (b) listed or unlisted, (c) senior secured, (d) senior unsecured, (e) unsecured, (f) issued/redeemed at a premium/discount and/or (g) any others (as may be determined)) ("NCDs"), on a private placement basis, in one or more series/tranches, for a period of 1 (one) year from the date of passing of this resolution, provided that the outstanding amounts of all such NCDs at any time during the period shall not exceed INR 1,000,00,00,000 (Indian Rupees One Thousand Crores only)."

RESOLVED FURTHER THAT the Board be and is hereby authorized and empowered to arrange, settle determine and delegate the terms and conditions (including without limitation, interest, repayment, security or otherwise) as it may think fit of such NCDs, and to do all such acts, deeds, and things, and to execute all such documents, instruments and writings as may be required from time to time.

RESOLVED FURTHER THAT the Board be and is hereby authorized to ratify any arrangement, the terms and conditions (including without limitation, interest, repayment, security or otherwise) agreed by the Authorized Officers of the Company, for the purpose of issuance of such NCDs, and to do all such acts, deeds, and things, and to execute all such documents, instruments and writings as may be required to give effect to these resolutions

RESOLVED FURTHER THAT the copies of the foregoing resolutions certified to be true copies by any director or Company Secretary of the Company be furnished to such persons as may be deemed necessary."

For Auxilo Finserve Private Limited



Deepika Thakur Chauhan
Chief Compliance Officer, CS & Head-legal



Date: 2nd July, 2024
Place: Mumbai



CERTIFIED TRUE COPY OF THE EXPLANATORY STATEMENT PURSUANT TO SECTION 102 OF THE COMPANIES ACT, 2013 ANNEXED TO THE NOTICE OF THE ANNUAL GENERAL MEETING DATED 7TH MAY 2024:

Item No. 2

Section 42 of the Companies Act, 2013 read with Rule 14 of the Companies (Prospectus and Allotment of Securities) Rules, 2014 ("Prospectus and Allotment Rules") deals with private placement of securities by a company. Rule 14(1) of the Prospectus and Allotment Rules prescribes that in case of an offer or invitation to subscribe to securities, the Company shall obtain previous approval of its shareholders/members ("Members") by means of a special resolution. Rule 14(1) of the Prospectus and Allotment Rules further prescribes that in case of the issue of non-convertible debentures ("NCDs") exceeding the limits prescribed in Section 180(1)(c) of the Companies Act, 2013 it shall be sufficient to obtain such previous approval only once in a year for all the offers or invitations for such non-convertible debentures issued during a period of one year from the date of passing of such resolution.

In order to augment resources for on-lending by the Company, repayment/refinance of existing debt, working capital requirement, purchase of assets, investments, general corporate purposes and/or such other purposes as may be determined, the Company may invite subscription for non-convertible debentures ((a) subordinated, (b) listed or unlisted, (c) senior secured, (d) senior unsecured, (e) unsecured, (f) non-convertible debentures issued/redeemed at a premium/discount, and/or (g) any others (as may be determined)) to be issued by the Company ("NCDs"), in one or more series/tranches on private placement basis. The NCDs proposed to be issued, may be issued either at par or at premium or at a discount to face value and the issue price (including any premium or discount (if any)) shall be decided by the Board of Directors of the Company ("Board") on the basis of various factors including the interest rate/effective yield determined, based on market conditions prevailing at the time of the issue(s). Pursuant to Rule 14(1) of the Prospectus and Allotment Rules, the following disclosures are being made by the Company to the Members:

<p>PARTICULARS OF THE OFFER INCLUDING DATE OF PASSING BOARD RESOLUTION</p>	<p>Rule 14(1) of the Prospectus and Allotment Rules prescribes that where the amount to be raised through offer or invitation of NCDs (as defined above) exceeds the limit prescribed, it shall be sufficient if the company passes a previous special resolution only once in a year for all the offers or invitations for such NCDs during the year.</p> <p>In view of this, pursuant to this resolution under Section 42 of the Companies Act, 2013, the specific terms of each offer/issue of NCDs (whether secured/unsecured/subordinated/senior, rated/unrated, listed/unlisted, redeemable (including market linked debentures) NCDs) shall be decided from time to time, within the period of 1 (one) year from the date of the aforementioned resolution. In line with Rule 14(1) of the Prospectus and Allotment Rules, the date of the relevant board resolution shall be mentioned/disclosed in the private placement offer and application letter for each offer/issue of NCDs.</p>
---	--



Regd. and Corporate Office

Auxilio Finserve Private Limited

Office No. 63, 6th floor, Kalpataru Square, Kondivita Road, Andheri East, Mumbai 400059, Maharashtra, India.

☎: +91 22 6246 3333 ✉: support@auxilio.com 🌐: www.auxilio.com

CIN No: U65990MH2016PTC286516

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



KINDS OF SECURITIES OFFERED AND THE PRICE AT WHICH THE SECURITY IS BEING OFFERED	Non-convertible debt securities/NCDs. The NCDs will be offered/issued either at par or at premium or at a discount to face value, which will be decided by the Board for each specific issue, on the basis of the interest rate/effective yield determined, based on market conditions prevailing at the time of the respective issue.
BASIS OR JUSTIFICATION FOR THE PRICE (INCLUDING PREMIUM, IF ANY) AT WHICH THE OFFER OR INVITATION IS BEING MADE	Not applicable, as the securities proposed to be issued (in multiple issues/tranches) are non-convertible debt instruments which will be issued either at par or at premium or at a discount to face value in accordance with terms to be decided by the Board, in discussions with the relevant investor(s). A redemption premium may also be payable on the NCDs, which shall be determined in accordance with the manner prescribed in the transaction documents in relation to the issue of such NCDs
NAME AND ADDRESS OF VALUER WHO PERFORMED VALUATION	Not applicable as the securities proposed to be issued (in multiple issues/tranches) are non-convertible debt instruments
AMOUNT WHICH THE COMPANY INTENDS TO RAISE BY WAY OF SECURITIES	The specific terms of each offer/issue of NCDs shall be decided from time to time, within the period of 1 (one) year from the date of the aforementioned resolution, provided that the amounts of all such NCDs at any time issued within the period of 1 (one) year from the date of passing of the aforementioned shareholders resolution shall not exceed the limit specified in the resolution under Section 42 of the Companies Act, 2013
MATERIAL TERMS OF RAISING OF SECURITIES, PROPOSED TIME SCHEDULE, PURPOSES OR OBJECTS OF OFFER, CONTRIBUTION BEING MADE BY THE PROMOTERS OR DIRECTORS EITHER AS PART OF THE OFFER OR SEPARATELY IN FURTHERANCE OF OBJECTS; PRINCIPLE TERMS OF ASSETS CHARGED AS SECURITIES	The specific terms of each offer/issue of NCDs shall be decided from time to time, within the period of 1 (one) year from the date of the aforementioned resolution, in discussions with the respective investor(s). These disclosures will be specifically made in each private placement offer and application letter for each offer/issue

Accordingly, consent of the Members is sought in connection with the issuance of NCDs by the Company from time to time and they are requested to authorize the Board to issue such NCDs during the year on private placement basis up to INR 1000 Crores (Indian Rupees One Thousand Crores only) as stipulated above, in one or more series/tranches.



Regd. and Corporate Office
Auxilo Finserve Private Limited
Office No. 63, 6th floor, Kalpataru Square, Kondivita Road, Andheri East, Mumbai 400059, Maharashtra, India.
☎: +91 22 6246 3333 ✉: support@auxilo.com 🌐: www.auxilo.com
CIN No: U65990MH2016PTC286516



None of the Directors and/or Key Managerial Personnel of the Company and their relatives are concerned or interested, financially or otherwise, in this resolution except to the extent of their shareholding (if any) in the Company.

The Board of Directors, therefore, recommend the Special Resolution, as set forth at Item No. 2 of this Notice, for the approval of the Members.

For Auxilo Finserve Private Limited

Deepika Thakur Chauhan
Chief Compliance Officer, CS & Head-legal



Date: 2nd July, 2024

Place: Mumbai

Regd. and Corporate Office

Auxilo Finserve Private Limited

Office No. 63, 6th floor, Kalpataru Square, Kondivita Road, Andheri East, Mumbai 400059, Maharashtra, India.

☎: +91 22 6246 3333 ✉: support@auxilo.com 🌐: www.auxilo.com

CIN No: U65990MH2016PTC286516

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

ANNEXURE IX: FORM NO. PAS-4 - PRIVATE PLACEMENT OFFER CUM APPLICATION LETTER

Attached separately.