

## NCD Series SD71 – July 10, 2024



### CHOLAMANDALAM INVESTMENT AND FINANCE COMPANY LIMITED

(Incorporated as a public limited company under the Companies Act, 1956, as amended from time to time)

**Date and Place of Incorporation:** August 17, 1978 and Chennai; **Corporate Identification Number:** L65993TN1978PLC007576;

**Legal Entity Identifier** 3358008DNPV4504EII52; **Permanent Account Number:** AAACC1226H; **Tel No:** (+91 44) 40907172; **Email ID:** RESOURCES@chola.murugappa.com;

**Registered Office:** CHOLA CREST, C 54& 55, Super B -4, Thiru Vi Ka Industrial Estate, Guindy, Chennai - 600032;

**Corporate Office:** CHOLA CREST, C 54& 55, Super B -4, Thiru Vi Ka Industrial Estate, Guindy, Chennai - 600032, **Website:** [www.cholamandalam.com](http://www.cholamandalam.com)

THIS KEY INFORMATION DOCUMENT IS IN RELATION TO ISSUE OF 20,000 RATED, LISTED, UNSECURED, REDEEMABLE, TAXABLE, TRANSFERABLE NON-CONVERTIBLE DEBENTURES IN THE NATURE OF SUB-ORDINATED DEBT (“DEBENTURES”) OF A FACE VALUE OF INR 1,00,000/- EACH AGGREGATING UPTO INR 200 Crores (“ISSUE SIZE”) BY CHOLAMANDALAM INVESTMENT AND FINANCE COMPANY LIMITED (“ISSUER” OR “COMPANY”) ON A PRIVATE PLACEMENT BASIS (“ISSUE”) AND SHALL BE READ WITH THE GENERAL INFORMATION DOCUMENT DATED MARCH 27, 2024 ISSUED BY THE ISSUER (“GENERAL INFORMATION DOCUMENT”).

THIS ISSUANCE WOULD BE UNDER THE ELECTRONIC BOOK MECHANISM FOR ISSUANCE OF DEBT SECURITIES ON A PRIVATE PLACEMENT BASIS IN TERMS OF CHAPTER VI OF THE SECURITIES AND EXCHANGE BOARD OF INDIA (“SEBI”) MASTER CIRCULAR DATED AUGUST 10, 2021 BEARING REFERENCE SEBI/HO/DDHS/PoD1/P/CIR/2023/119 (“SEBI MASTER CIRCULAR”) READ WITH “OPERATING GUIDELINES FOR BSE ELECTRONIC BIDDING PLATFORM” ISSUED BY BOMBAY STOCK EXCHANGE OF INDIA LIMITED (“BSE”) VIDE THEIR CIRCULAR BEARING NO 20230417-35 DATED APRIL 17, 2023 AND ANY AMENDMENTS (“BSE EBP GUIDELINES”) (THE SEBI MASTER CIRCULAR AND THE BSE EBP GUIDELINES ARE HEREINAFTER COLLECTIVELY REFERRED TO AS THE “OPERATIONAL GUIDELINES”). THE ISSUER INTENDS TO USE THE BSE – EBP PLATFORM. THIS KEY INFORMATION DOCUMENT IS BEING UPLOADED ON THE BSE-EBP PLATFORM TO COMPLY WITH THE OPERATIONAL GUIDELINES AND AN OFFER WILL BE MADE BY ISSUE OF THE KEY INFORMATION DOCUMENT ALONG WITH THE GENERAL INFORMATION DOCUMENT AFTER COMPLETION OF THE BIDDING PROCESS ON ISSUE/BID CLOSING DATE, TO SUCCESSFUL BIDDER IN ACCORDANCE WITH THE PROVISIONS OF THE COMPANIES ACT, 2013 AND RELATED RULES. THE ISSUER CONFIRMS THAT THERE IS A GREEN SHOE OPTION OF INR 100 CRS (Included in Issue Size) FOR THE PRESENT ISSUE.

THE ISSUE IS MADE TO ALL INVESTORS ELIGIBLE TO BID / INVEST / APPLY FOR THIS ISSUE UNDER THE SEBI NCS REGULATIONS READ WITH SEBI MASTER CIRCULAR. FOR DETAILS, PLEASE REFER SECTION 14 TITLED “ISSUE DETAILS” OF THIS KEY INFORMATION DOCUMENT. THE CURRENT ISSUE IS NOT BEING UNDERWRITTEN.

#### PROMOTER(s)

No change from information provided in GID

#### PROMOTER GROUP

No change from information provided in GID

#### PRIVATE & CONFIDENTIAL

THIS KEY INFORMATION DOCUMENT DATED JULY 10, 2024 IS PREPARED IN CONFORMITY WITH THE SECURITIES AND EXCHANGE BOARD OF INDIA (ISSUE AND LISTING OF NON-CONVERTIBLE SECURITIES) REGULATIONS, 2021 ISSUED VIDE NOTIFICATION No. SEBI/LAD-NRO/GN/2021/39 DATED AUGUST 09, 2021 AND SECTION 42 OF THE COMPANIES ACT, 2013 READ WITH THE COMPANIES (PROSPECTUS AND ALLOTMENT OF SECURITIES) RULES, 2014, EACH AS AMENDED FROM TIME TO TIME.

#### GENERAL RISK

INVESTMENT IN NON-CONVERTIBLE SECURITIES IS RISKY, AND ELIGIBLE INVESTORS SHOULD NOT INVEST ANY FUNDS IN SUCH SECURITIES UNLESS THEY CAN AFFORD TO TAKE THE RISK ATTACHED TO SUCH INVESTMENTS. ELIGIBLE INVESTORS ARE ADVISED TO TAKE AN INFORMED DECISION AND TO READ THE RISK FACTORS CAREFULLY BEFORE INVESTING IN THIS OFFERING. FOR TAKING AN INVESTMENT DECISION, ELIGIBLE INVESTORS MUST RELY ON THEIR EXAMINATION OF THE ISSUE INCLUDING THE RISKS INVOLVED IN IT. SPECIFIC ATTENTION OF ELIGIBLE INVESTORS IS INVITED TO STATEMENT OF RISK FACTORS CONTAINED UNDER SECTION 4 OF THE GENERAL INFORMATION DOCUMENT. THESE RISKS ARE NOT, AND ARE NOT INTENDED TO BE, A COMPLETE LIST OF ALL RISKS AND CONSIDERATIONS RELEVANT TO THE NON-CONVERTIBLE SECURITIES OR ELIGIBLE INVESTOR’S DECISION TO PURCHASE SUCH SECURITIES

#### CREDIT RATING

THE DEBENTURES HAVE BEEN RATED AA+ POSITIVE BY ICRA LIMITED FOR AN AMOUNT UP TO INR 6,460 Crs VIDE ITS LETTER DATED JUNE 19, 2024 AND RATED AA+ STABLE BY INDIA RATINGS LIMITED FOR AN AMOUNT UP TO INR 7,322 Crs VIDE ITS LETTER DATED JULY 05, 2024. THE ABOVE RATING IS NOT A RECOMMENDATION TO BUY, SELL OR HOLD SECURITIES AND ELIGIBLE INVESTORS SHOULD TAKE THEIR OWN DECISIONS. THE RATING MAY BE SUBJECT TO REVISION OR WITHDRAWAL AT ANY TIME BY THE ASSIGNING RATING AGENCY AND THE RATING SHOULD BE EVALUATED INDEPENDENTLY OF ANY OTHER RATING. THE RATING AGENCY HAS THE RIGHT TO SUSPEND, WITHDRAW THE RATING AT ANY TIME ON THE BASIS OF NEW INFORMATION ETC. THE RATING PROVIDED BY ICRA LIMITED AND INDIA RATINGS LIMITED SHALL BE VALID AS ON THE DATE OF ISSUANCE AND LISTING OF THE DEBENTURES. PLEASE REFER TO ANNEXURE A OF THIS KEY INFORMATION DOCUMENT FOR THE RATING LETTER ALONG WITH RATIONALE FOR THE ABOVE RATING.

#### LISTING

THE DEBENTURES ARE PROPOSED TO BE LISTED ON THE WHOLESALE DEBT MARKET (“WDM”) SEGMENT OF THE BSE (“DESIGNATED STOCK EXCHANGE”). THE ISSUER SHALL COMPLY WITH THE REQUIREMENTS OF THE SEBI LODR REGULATIONS (AS DEFINED HEREINAFTER) TO THE EXTENT APPLICABLE TO IT ON A CONTINUOUS BASIS. PLEASE REFER TO ANNEXURE E TO THIS KEY INFORMATION DOCUMENT FOR THE ‘IN-PRINCIPLE’ LISTING APPROVAL FROM THE STOCK EXCHANGE.

#### DETAILS OF KEY MANAGERIAL PERSONNEL

##### CHIEF FINANCIAL OFFICER

**Name:** MR. D ARUL SELVAN, PRESIDENT & CHIEF FINANCIAL OFFICER

**Email id:** ARULSELVAND@CHOLA.MURUGAPPA.COM

**Telephone:** 044 40907172

##### COMPANY SECRETARY AND COMPLIANCE OFFICER

**Name:** MS. P SUJATHA, COMPANY SECRETARY AND COMPLIANCE OFFICER

**Email Id:** SUJATHAP@CHOLA.MURUGAPPA.COM

**Telephone:** 044 40907172

##### DEBENTURE TRUSTEE

##### STATUTORY AUDITOR

##### CREDIT RATING AGENCY

##### REGISTRAR TO THE ISSUE

**IDBI trustee**  
IDBI Trusteeship Services Ltd  
**Name:** IDBI Trusteeship Services Limited  
**Address:** Universal Insurance Building, Ground Floor, Sir P.M. Road, Fort, Mumbai - 400001  
**Telephone:** (22) 40807073  
**Fax:** NA  
**Email:** gauri@idbitrustee.com  
**Website:** <http://www.idbitrustee.com>  
**Contact Person:** Ms. Gauri Nimkar

**pwc**  
(1) M/S. PRICE WATERHOUSE LLP, CHARTERED ACCOUNTANTS  
ADDRESS: 7TH AND 10TH FLOOR, MENON ETERNITY, 165, ST. MARY’S ROAD, ALWARPET, CHENNAI 600 018  
TELEPHONE: 91 80 4079 5000  
FIRM REGISTRATION NO. : 01112E/E300264  
EMAIL: ABDULMAJEED@PWC.COM  
PEER REVIEW CERTIFICATE NO.: 012776  
CONTACT PERSON: A.J. SHAIKH

**SUNDARAM & SRINIVASAN**  
Chartered Accountants

(2) M/S. SUNDARAM & SRINIVASAN, CHARTERED ACCOUNTANTS  
ADDRESS: 23, CP RAMASWAMY ROAD, ALWARPET, CHENNAI 600018,  
TAMIL NADU, INDIA  
TEL: 044 2498 8762  
FIRM REGISTRATION NO.: 0042075  
EMAIL: USHA@SUNDARAMANDSRINIVASAN.CO.IN  
PEER REVIEW CERTIFICATE NO.: 013703  
CONTACT PERSON: S. USHA

**ICRA**  
**Name:** ICRA Limited  
**Address:** Anna Salai, Nandanam, Chennai – 600 035  
**Telephone:** 044-45964325  
**Email:** shaik.saleem@icraindia.com  
**Website:** <https://www.icra.in/>  
**Contact Person:** Mr. Shaik Abdul Saleem

**India Ratings & Research**  
A Fitch Group Company

**Name:** INDIA RATINGS LIMITED  
**Address:** Wockhardt Tower, West Wing, Level 4,BKC  
**Telephone:** +91 (022) 4035 6138  
**Fax:** NA  
**Email:** jinay.gala@indiaratings.co.in  
**Website:** <https://www.indiaratings.co.in/>  
**Contact Person:** Jinay Gala

**KFINTECH**  
**NAME:** KFIN TECHNOLOGIES LIMITED  
**ADDRESS:** SELENIUM TOWERS B, PLOT NO.31 & 32, NANAKRAMGUA, SERILINGAMPALLY MANDAL, HYDERABAD,500032  
**TELEPHONE:** 9849712635  
**FAX:** +91 40 6716 1563  
**EMAIL ID:** UMESH.PANDEY@KFINTECH.COM  
**WEBSITE:** [WWW.KFINTECH.COM](http://WWW.KFINTECH.COM)  
**CONTACT PERSON:** UMESH PANDEY

#### ISSUE SCHEDULE

ISSUE / BID OPENING DATE	ISSUE / BID CLOSING DATE	PAY-IN DATE	DEEMED DATE OF ALLOTMENT
JULY 12, 2024	JULY 12, 2024	JULY 15, 2024	JULY 15, 2024

The Issuer reserves the right to change the Issue schedule including the Deemed Date of Allotment at its sole discretion in accordance with the timelines specified in the Operational Guidelines, without giving any reasons or prior notice. The Issue will be opened for bidding as per bidding window that would be communicated through BSE-EBP Platform.

COUPON AND COUPON TYPE	COUPON PAYMENT FREQUENCY	REDEMPTION DATE	REDEMPTION AMOUNT (INR in Cr)
Coupon: 9% p.a. Coupon Type: FIXED	ANNUAL & ON MATURITY	APRIL 09, 2031	INR 1,00,000 per Debenture
<p>The Issue of Debentures shall be subject to the provisions of the Companies Act, 2013, as amended (the "Companies Act"), the rules notified thereunder, the Memorandum and Articles of Association of the Issuer, SEBI NCS Regulations, SEBI LODR Regulations, the terms and conditions of this Key Information Document along with the General Information Document filed with the Designated Stock Exchange, the Application Form, the Debenture Trust Deed and other documents in relation to such Issue.</p> <p>It is hereby clarified that Section 26 of the Companies Act is not applicable to the Issue, and therefore no additional disclosures have been made in relation to Section 26 of the Companies Act under this Key Information Document and accordingly, a copy of this Key Information Document has not been filed with the Registrar of Companies.</p>			

## 1 DEFINITIONS AND ABBREVIATIONS

In this Key Information Document, unless the context otherwise requires, the terms defined, and abbreviations expanded below, have the same meaning as stated in this section. Terms not defined herein shall have the meanings ascribed to them under the General Information Document. References to statutes, rules, regulations, guidelines and policies will be deemed to include all amendments and modifications notified thereto.

### 1.1 Issuer Related Terms

Term	Description
Accounting Standards	means Ind AS or such other accounting principles that are required to be followed by a company incorporated in India under the Applicable Laws.
Additional Coupon	<p>means if upon occurrence of an Event of Default (other than Event of Default in relation to payment) the Company does not make the accelerated redemption, the Company shall pay to the Debenture Holders on the outstanding Debenture Obligations, default interest at the rate of 2% (two percent) per annum, payable monthly, over and above the applicable Coupon Rate, for the period starting from the date of occurrence of such Event of Default till the period such default has been cured to the satisfaction of the Debenture Trustee (acting on the instructions of the Debenture Holders).</p> <p>Any additional coupon accruing shall be immediately due and payable monthly. The additional coupon is a genuine pre-estimate of the loss likely to be suffered by the Debenture Holders on account of any Event of Default (other than Event of Default in relation to payment) by the Company. Further, the right to levy the additional coupon is notwithstanding the rights of the Debenture Holders prescribed under the 'Events of Default' of the "Issue Details" section of this Key Information Document.</p>
Affiliates	<p>means:</p> <p>(a) in case of any person (other than a natural person) mean any person which, directly or indirectly, Controls a party or is Controlled by the said party or is under common Control with the said party; or</p> <p>(b) in case of any person which is a natural person, mean the relative of such natural person.</p>
Allot/ Allotment/ Allotted	means the allotment of the Debentures pursuant to this Issue.
Anchor Investor	NA
Applicable Law	means any statute, law, regulation, ordinance, rule, judgment, order, decree, bye- law or approval, order or judgment of any authority, directive, guideline, policy, requirement, or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or adjudication having the force of law of any of the foregoing by, any Governmental Authority having jurisdiction over the matter in question, whether in effect as of the date of this Key Information Document or at any time thereafter.
Authorisation	means (a) any authorisation, clearance, consent, ruling, permit, approval, resolution, grant, concession, licence, waiver, exemption, no-objection certificate, filing, certification, notarisation, lodgement or registration, issued by any Governmental Authority or any third party, and (b) in relation to anything which is or would be fully or partly prohibited or restricted by Applicable Laws if a Governmental Authority intervenes or

<b>Term</b>	<b>Description</b>
	acts in any way within a specified period after lodgement, filing, registration or notification, the expiry of that period without intervention or action.
Application Form	means the application form forming part of this Key Information Document to be issued by the Issuer, after completion of the bidding process (annexed hereto as <b>Annexure F</b> ).
Articles / Articles of Association	means articles of association of the Issuer, as amended from time to time.
Auditors	means (i) M/s. Price Waterhouse LLP; (ii) M/s. Sundaram & Srinivasan, Chartered Accountants
Beneficial Owner(s)	means holder(s) of the Debentures in dematerialized form as defined under section 2 of the Depositories Act, 1996
Board of Directors / Board	means the board of directors of the Company for the time being and from time to time.
BSE	means Bombay Stock Exchange of India Limited
BSE-EBP Platform	means the Electronic Book Provider Platform of BSE for issuance of debt securities on private placement basis.
Business Day	means all days on which commercial banks in Mumbai and the money market in Mumbai, India, are open for business, and other than Sunday.  Whenever any Interest Payment Date falls on a day other than a Business Day, the Interest Payment Date shall be moved to the immediately following Business Day. If the date of redemption of the Debentures falls on a day other than a Business Day, the payments due shall be made on the previous Business Day.
CDSL	Central Depository Services (India) Limited
Control	Shall have the meaning assigned to the term "Control" under the Companies Act, 2013.
Coupon Rate/ Coupon	shall have the meaning as set forth in " <i>Issue Details</i> " section of this Key Information Document.
Coupon Payment Date	means July 15 every year and on Maturity Date (April 09, 2031), subject to business day convention
Credit Rating Agency/ Rating Agency	means ICRA LIMITED and INDIA RATINGS LIMITED
Date of Subscription	means the date of realisation of proceeds of subscription money in the bank account of ICCL.
Debenture Document(s)	mean each of the following:  (a) the Debenture Trust Deed;  (b) the Debenture Trustee Agreement; and  (c) any other documents/agreement/deed/undertaking in connection with the Issue that may be designated as a Debenture

<b>Term</b>	<b>Description</b>
Debenture Holder(s)	means (a) prior to a Deemed Date of Allotment, each Subscriber, and (b) on and after a Deemed Date of Allotment, each Person who is, from time to time, the holder of a Debenture and whose name appears in the Register of Beneficial Owners and includes registered transferees of the Debentures from time to time with the Issuer and the Depository/ies.
Debenture Obligations	means all present and future obligations and liabilities (whether financial or otherwise and whether actual or contingent, whether owed jointly or severally and whether as principal, guarantor or surety or in any other capacity whatsoever) of the Company under or in connection with any Transaction Documents to the Debenture Holders and the Debenture Trustee, and all amounts relating to the Debentures, including but not limited to: <ul style="list-style-type: none"> <li>(a) the redemption amount (including an early redemption amount);</li> <li>(b) any costs, charges, expenses, fee and amounts incurred under or in connection with the Transaction Documents by the Debenture Holders or the Debenture Trustee;</li> <li>(c) any and all present and future monies, debts and liabilities due, owing or incurred from time to time by the Company to the Debenture Trustee or the Debenture Holders under or in connection with the Transaction Documents; and</li> <li>(d) any amounts payable pursuant to indemnity obligations of the Company under any of the Transaction Documents.</li> </ul>
Debenture Trust Deed	means the debenture trust deed to be entered into, <i>inter alia</i> , between the Issuer and the Debenture Trustee, as amended from time to time.
Debenture Trustee / Trustee	means trustee registered under the Debenture Trustee Regulations and acting for and on behalf of and for the benefit of the Debenture Holders, in this case being IDBI Trusteeship Services Limited.
Debenture Trustee Agreement	means the debenture trustee agreement dated July 10, 2024 entered into between the Issuer and the Debenture Trustee for the appointment of the Debenture Trustee.
Debenture Trustee Regulations	means the Securities and Exchange Board of India (Debenture Trustee) Regulations, 1993, as amended from time to time
Deemed Date of Allotment	means July 15, 2024
Depository	means the depository with whom the Company has made arrangements for dematerializing the Debentures, namely, NSDL and / or CDSL.
Designated Stock Exchange/ Stock Exchange	means BSE Limited.
Directors	means the directors constituting the Board of the Issuer.
Due Date	means any date on which the Debenture Holders/Debenture Trustee are entitled to receive any payment under this Key Information Document and any other Transaction Documents, including upon acceleration pursuant to early redemption event or occurrence of any Event of Default under any Transaction Document.

Term	Description
Eligible Investors	shall have meaning as set forth in the “ <i>Issue Details</i> ” section of this Key Information Document.
Event of Default	means events of default as set out in the “ <i>Issue Details</i> ” section of this Key Information Document read with events of default to be set out in the Debenture Trust Deed.
Final Redemption Date /Redemption Date	means April 09, 2031
Final Settlement Date	means the day on which all the Debenture Obligations shall have been paid in full to the satisfaction of the Debenture Trustee and the Debenture Trustee confirms, in writing, of the same.
Financial Indebtedness	<p>means in relation to any person any indebtedness (whether actual or contingent) of such person, whether present or future, for or in respect of:</p> <ul style="list-style-type: none"> <li>(a) moneys borrowed, whether present or future, actual or contingent;</li> <li>(b) any amount raised by acceptance under any acceptance credit, bill acceptance or bill endorsement facility or its dematerialized equivalent;</li> <li>(c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instruments;</li> <li>(d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with Ind AS, be treated as a finance or capital lease;</li> <li>(e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis and meet any requirements for derecognition under the Accounting Standards);</li> <li>(f) any amount raised under any other transaction (including any forward sale or purchase agreement, sale and lease back and sale and buy back agreement) having the commercial effect of a borrowing or is otherwise classified as borrowing under the Accounting Standards;</li> <li>(g) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value shall be taken into account);</li> <li>(h) any amount of any liability under an advance or deferred purchase agreement if one of the primary reasons behind the entry into that agreement is to raise finance;</li> <li>(i) the amount of any liability under any contractual obligation which has become due and payable;</li> <li>(j) any put option, guarantees, keep fit letter(s) etc. by whatever name called including letter of comfort, which give or may give rise to any financial obligation(s);</li> <li>(k) any amount in relation to the shares which are expressed to be redeemable or any shares or instruments convertible from shares or other securities which are otherwise the subject of a put option</li> </ul>

Term	Description
	<p>or any form of guarantee; or</p> <p>(l) (without double counting) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (k) above.</p>
General Information Document / GID	means the general information document dated March 27, 2024.
Governmental Authority	means any (a) government (central, federal, state or otherwise) or sovereign state, (b) any governmental agency, semi-governmental or judicial or quasi-judicial or administrative entity, department or authority, or any political subdivision thereof, or (c) international organization, agency or authority, including, without limitation, any stock exchange or any self-regulatory organization, established under any Applicable Laws.
Holiday Convention	<p>means if the date of payment of any interest in respect of the Debentures falls on a day that is not a Business Day, such payment of interest shall be made on the next occurring Business Day.</p> <p>If the Final Redemption Date or the early Redemption Date (the date on which the Debentures are redeemed prior to the Final Redemption Date in terms of the Transaction Documents), as the case may be, falls on a day that is not a Business Day, such payment of Interest and Redemption Amount shall be made on the immediately preceding Business Day.</p> <p>If a leap year (i.e. February 29) falls during the tenor of a security, then the number of days shall be reckoned as 366 days (actual/ actual day count convention) for the entire year, irrespective of whether the interest/ dividend is payable annually, half yearly, quarterly or monthly.</p>
Key Information Document	means this key information document dated July 10, 2024.
Listing Agreement	means the listing agreement entered into between the Company and the Stock Exchange, including any amendments thereto.
Majority Debenture Holders	<p>means:</p> <p>(a) prior to the Deemed Date of Allotment, Subscribers who are to subscribe for more than 50% (fifty percent) of the Principal Amount of the Debentures; and</p> <p>(b) on and from the Deemed Date of Allotment, the Debenture Holders holding more than 50% (fifty percent) of the outstanding Principal Amount of the Debentures.</p>
Management Control	<p>means, in relation to a Person:</p> <p>(a) the ability of any Person to direct or cause the direction of such Person's management and policies; and/or</p> <p>(b) the ability of any Person to appoint more than 50% (fifty percent) of the Directors on the Board of Directors of such Person; and/or</p> <p>(c) the ability of any Person to appoint key managerial personnel including the 'Chief Financial Officer' and the 'Chief Executive Officer' of such Person.</p>

Term	Description
Material Adverse Effect	<p>means the effect or consequence of an event, circumstance, occurrence or condition which has caused, as on the date of determination, or could cause a material and adverse effect (in the opinion of Debenture Trustee, acting on/with Majority Debenture Holders' instructions/approval) on:</p> <p>(a) the financial condition, business or operation of the Company which is prejudicial to the ability of the Company to perform its obligations under the Transaction Documents;</p> <p>(b) the rights or remedies of the Debenture Holders hereunder or under any other Transaction Documents;</p> <p>(c) the ability of the Company to perform its obligations under the Transaction Documents or affects the validity of the transaction;</p> <p>(d) legality or validity or enforceability of, or the effectiveness or ranking of any security granted or purporting to be granted pursuant to any of, the security Documents; or</p> <p>(e) the legality, validity or enforceability of any of the Transaction Documents.</p>
Memorandum of Association or Memorandum of Association	means the memorandum of association of the Issuer, as amended from time to time.
NSCCL	means the National Securities Clearing Corporation Limited.
NSE	means the National Stock Exchange of India Limited.
NSE-EBP Platform	means the Electronic Book Provider Platform of NSE for issuance of debt securities on private placement basis.
Principal Amount	means the aggregate face value of the issued and outstanding Debentures.
Promoters	means: as specified in General Information document dated March 27, 2024.
Promoter Group	means: as specified in General Information document dated March 27, 2024.
Purpose	shall have the meaning as set forth in " <i>Issue Details</i> " section of this Key Information Document.
Record Date	shall have the meaning as set forth in " <i>Issue Details</i> " section of this Key Information Document.
Register of Debenture Holders	means the register maintained by the Issuer at its Registered Office as per Section 88 of the Companies Act, 2013 showing: (a) the name and address and the occupation, if any, of each Debenture Holder(s); (b) the amount of the Debentures, held by each Debenture Holder distinguishing each Debentures by its number and the amount paid or agreed to be considered as paid on those Debentures; (c) the date on which name of each Person was entered in the register as a Debenture Holder; (d) the date on which any person ceased / ceases to be a Debenture Holder; and (e) the subsequent transfers and changes of ownership thereof.
Registered Office	means Chola Crest, C 54 & 55, Super B-4, Thiru-Vi-Ka Industrial Estate, Guindy, Chennai, Tamil Nadu, India, 600032.



<b>Term</b>	<b>Description</b>
Registrar and Transfer Agent /Registrar to the Issue	means the registrar to this Issue, in this case being KFin Technologies Pvt Ltd
Related Party Transaction	means a transaction involving transfer of resources, services or obligations between: (i) the Issuer or any of its subsidiaries on one hand and a related party of the Issuer or any of its subsidiaries on the other hand; or (ii) the Issuer or any of its subsidiaries on one hand and any other person or entity, on the other hand, the purpose and effect of which is to benefit a related party of the Issuer or any of its subsidiaries with effect from April 1, 2023; regardless of whether a price is charged and a "transaction" with a related party shall be construed to include a single transaction or a group of transactions in a contract.
RTA Master Circular	means Master Circular for Registrars to an Issue and Share Transfer Agents dated May 17, 2023.
SEBI Act	means the Securities and Exchange Board of India Act, 1992, as amended from time to time.
SEBI NCS Regulations	means SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021 issued by SEBI, as amended from time to time read with the SEBI Master Circular.
SEBI Debenture Trustee Master Circular or SEBI DT Master Circular	means SEBI circular with reference number SEBI/HO/DDHS-PoD1/P/CIR/2023/109 dated March 31, 2023, as amended from time to time.
SEBI LODR Regulations	means SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 issued by SEBI, as amended from time to time.
SEBI Regulations	means collectively, SEBI Act, SEBI NCS Regulations, SEBI LODR Regulations and Debenture Trustee Regulations.
Special Majority Debenture Holders	means such number of Debenture Holders holding at least 75% (seventy five percent) of the outstanding Principal Amount of the Debentures, in aggregate.
Subscriber	means the initial subscribers to the Debentures.
Tax	means any present or future tax, levy, duty, charge, fees, deductions, withholdings, 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 by law or by any Governmental Authority and as may be applicable in relation to the payment obligations of the Company under this Key Information Document and shall include any Indirect Tax.
Transaction Documents	shall have the meaning as set forth in " <i>Issue Details</i> " section of this Key Information Document.

## 1.2 Conventional General Terms and Abbreviations

<b>Abbreviation</b>	<b>Full form</b>
Cr	Crore
Depositories Act	The Depositories Act, 1996, as amended from time to time
Depository Participant/ DP	A depository participant as defined under the Depositories Act

Abbreviation	Full form
DP ID	Depository Participant Identification Number
EBP	Electronic Book Provider
Financial Year/ Fiscal Year/ FY	The accounting period commencing from 1 April of the previous year till 31 March of the year under reference.
GIR	General Index Register Number
INR/ “₹”	Indian Rupees
ISIN	International Securities Identification Number
NSDL	National Securities Depository Limited
KYC	Know Your Customer
QIB	Qualified Institutional Buyer.
RBI	Reserve Bank of India
RBI Act	The Reserve Bank of India Act, 1934, as amended from time to time.
N.A.	Not Applicable
NEFT	National Electronic Fund Transfer
NCLT	National Company Law Tribunal / National Company Law Appellate Tribunal
p.a.	Per annum
SEBI	Securities and Exchange Board of India constituted under the Securities and Exchange Board of India Act, 1992
PAN	Permanent Account Number
ROC	Registrar of Companies
RTGS	Real Time Gross Settlement

## 2 PARTICULARS OF THE OFFER

S. No.	Term	Description
i.	Details of the offer of non-convertible securities in respect of which the key information document is being issued.	20,000 rated, listed, senior, unsecured, redeemable, taxable, transferable non-convertible debentures of a face value of INR 1,00,000/- each aggregating upto INR 200 Crs (Including Green Shoe of INR 100 crs)
ii.	Financial information, if such information provided in the General Information Document is more than six months old	Refer <b>Annexure C</b>
iii.	Material changes, if any, in the information provided in the General Information Document;	Refer to <b>Annexure I</b> for latest List of Directors and Other Directorships.
iv.	Any material developments not disclosed in the General Information Document, since the issue of the General Information Document relevant to the offer of non- convertible securities in respect of which the key information document is being issued	NA

## 3 DISCLOSURES AS PER FORM PAS-4 UNDER THE COMPANIES ACT 2013

Sr. No.	Disclosure Requirements	Reference
i.	Name, address, website and other contact details of the company indicating both registered office	Please refer to the front page of this Key Information Document.

Sr. No.	Disclosure Requirements	Reference
	and corporate office.	
ii.	Date of incorporation of the company	August 17, 1978
iii.	Business carried on by the company and its subsidiaries with the details of branches or units, if any	Please refer to sections 5.2 and 5.4 of the General Information Document.
iv.	Brief particulars of the management of the company	Please refer to section 13.1 of the General Information Document.
v.	Names, addresses, DIN and occupations of the Directors	Please refer to section 13.1 of the General Information Document.
vi.	Management's perception of risk factors;	Please refer to section 4 of the General Information Document.
vii.	Details of default, if any, including therein the amount involved, duration of default and present status, in repayment of –  (i) statutory dues;  (ii) debentures and interest thereon;  (iii) deposits and interest thereon;  (iv) loan from any bank or financial institution and interest thereon.	Please refer to section 13.13 of the General Information Document.
viii.	Names, designation, address and phone number, email ID of the nodal/ compliance officer of the company, if any, for the private placement offer process;	Name: MS. P SUJATHA  Designation: COMPANY SECRETARY AND COMPLIANCE OFFICER  Address: CHOLA CREST, C 54& 55, Super B -4, Thiru Vi Ka Industrial Estate, Guindy, Chennai - 600032  Email Id: SUJATHAP@CHOLA.MURUGAPPA.COM  Telephone: 044 40907172
ix.	Any Default in Annual filing of the Company under the Companies Act, 2013, or the rules made thereunder.	NA
x.	Financial position of the Company for the last 3 (three) financial years;	Please refer to section 11 and <b>Annexure A</b> of the General Information Document.
xi.	Date of passing of board resolution;	Board resolution dated August 01, 2023  (Certified true copy of the Board resolution has been

Sr. No.	Disclosure Requirements	Reference
		annexed in <b>Annexure B)</b>
xii.	Date of passing of resolution in the general meeting, authorizing the offer of securities;	August 01, 2023
xiii.	Kinds of securities offered (i.e. whether share or debenture) and class of security; the total number of shares or other securities to be issued;	20,000 rated, listed, senior, unsecured, redeemable, taxable, transferable non-convertible debentures of a face value of INR 1,00,000/- each aggregating upto INR 200 Crs (Including Green Shoe of INR 100 crs)
xiv.	Price at which the security is being offered including the premium, if any, along with justification of the price;	<u>Non-Convertible Debentures</u> <b>Face Value:</b> 1,00,000/- per Debenture <b>Issue Price:</b> INR (#)per Debenture (#To be discovered during bidding on EBP Portal of the Stock Exchange) <b>Justification:</b> At par
xv.	Name and address of the valuer who performed valuation of the security offered, and basis on which the price has been arrived at along with report of the registered valuer, if applicable;	NA
xvi.	Relevant Date with reference to which the price has been arrived at;	July 12, 2024, as per the bidding and allotment process on NSE EBP Platform.
xvii.	The class or classes of persons to whom the allotment is proposed to be made;	All QIBs, and any non-QIB Investors specifically mapped by the Issuer on the BSE – EBP/NSE-EBP Platform, are eligible to bid / invest / apply for this Issue. The following class of investors who fall under the definition of “Qualified Institutional Buyers” under Regulation 2 (ss) of SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended from time to time, are eligible to participate in the offer (being “ <b>Eligible Investors</b> ”): <ol style="list-style-type: none"> <li>1. a mutual fund, venture capital fund, alternative investment fund and foreign venture capital investor registered with SEBI;</li> <li>2. a foreign portfolio investor (“<b>FPIs</b>”) other than Individuals, corporate bodies and family offices;</li> <li>3. a public financial institution;</li> <li>4. a scheduled commercial bank;</li> <li>5. a multilateral and bilateral developmental financial institution;</li> <li>6. a state industrial development corporation;</li> <li>7. an insurance company registered with the Insurance Regulatory and Development</li> </ol>

Sr. No.	Disclosure Requirements	Reference
		<p>Authority of India;</p> <p>8. a provident fund with minimum corpus of INR 25,00,00,000 (Indian Rupees Twenty Five Crores only);</p> <p>9. a pension fund with minimum corpus of INR 25,00,00,000 (Indian Rupees Twenty Five Crores only);</p> <p>10. National Investment Fund set up by resolution no. F. No. 2/3/2005-DDII dated November 23, 2005 of the Government of India published in the Gazette of India;</p> <p>11. insurance funds set up and managed by army, navy or air force of the Union of India;</p> <p>12. insurance funds set up and managed by the Department of Posts, India; and</p> <p>13. systemically important non-banking financial companies.</p> <p>All other investors eligible to bid / invest / apply for this Issue pursuant to the SEBI NCS Regulations read with SEBI Master Circular are eligible to apply for this Issue.</p>
xviii.	Intention of Promoters, Directors or key managerial personnel to subscribe to the offer (applicable in case they intend to subscribe to the offer);	NA
xix.	The change in control, if any, in the Company that would occur consequent to the private placement;	NA
xx.	The justification for the allotment proposed to be made for consideration other than cash together with valuation report of the registered valuer;	NA
xxi.	The proposed time within which the allotment shall be completed;	The Units will be allotted to the investors on the same day
xxii.	The number of persons to whom allotment on preferential basis / private placement / rights issue has already been made during the year, in terms of number of securities as well as price;	24 investors at PAR
xxiii.	Amount which the company intends to raise by way of the securities;	20,000 rated, listed, senior, unsecured, redeemable, taxable, transferable non-convertible debentures of a face value of INR 1,00,000/- each aggregating upto INR 200 Crs (Including Green Shoe of INR 100 crs)

Sr. No.	Disclosure Requirements	Reference	
xxiv.	Terms of raising of securities: duration, if applicable, rate of dividend or rate of interest, mode of payment and repayment;	<b>Non-Convertible Debentures</b>	
		Duration, if applicable (Tenor)	6 years 8 months 25 days
		Deemed Date of Allotment	July 15, 2024
		Final Redemption Date	April 09, 2031
		Coupon Rate	9.00% per annum
		Coupon Payment Date(s)	July 15 every year and on Maturity Date (April 09, 2031), subject to business day convention
		Redemption Premium	NA
		Default Interest	In case of failure by the Company to make any payments (on any Due Date), the Company shall be liable to pay default interest which shall be calculated at the rate of 2% (two percent) per annum over and above the Coupon Rate on the defaulted amounts for the duration of the default.
		Default Interest	The Company confirms that in case of delay in listing of Debentures beyond the listing timelines, the Company will pay penal interest, of 1% (one percent) per annum over and above the Coupon Rate for the period of delay to the Eligible Investor (i.e. from the Deemed Date of Allotment to the date of listing).
		Mode of Payment	NEFT / RTGS / any other electronic mode / any other permissible mode
		Mode of Repayment	NEFT / RTGS / any other electronic mode / any other permissible mode
		Rating of Debentures	ICRA LIMITED and INDIA RATINGS LIMITED as <b>Annexure A</b> .
Redemption Price	INR 1,00,000 per Debenture plus Coupon, redemption premium, Default Interest and all other amounts payable under the Debentures		
Day Count	Actual / Actual		

Sr. No.	Disclosure Requirements	Reference	
		Basis	
xxv.	Proposed time schedule for which the Key Information Document is valid;	Issue / Bid Open Date: July 12, 2024 Issue / Bid Closing Date: July 12, 2024 Pay-In Date: July 15, 2024 Deemed Date of Allotment: July 15, 2024	
xxvi.	Purposes and objects of the offer;	Has the meaning set forth in “ <i>Issue Details</i> ” section of this Key Information Document.	
xxvii.	Contribution being made by the Promoters or Directors either as part of the offer or separately in furtherance of such objects;	NA	
xxviii.	Principle terms of assets charged as security, if applicable;	The issuance is unsecured.	
xxix.	The details of significant and material orders passed by the regulators, courts and tribunals impacting the going concern status of the Company and its future operations;	NA	
xxx.	The pre-issue and post-issue shareholding pattern of the Issuer;	Please refer to <b>Annexure D</b>	
xxxi.	Details of default in annual filing of the Company, if any, under the Companies Act, 2013 and the rules made thereunder;	NA	
xxxii.	Any financial or other material interest of the Directors, Promoters or key managerial personnel in the offer and the effect of such interest in so far as it is different from the interests of other persons;	NA	
xxiii.	Details of any litigation or legal action pending or taken by any Ministry or Department of the Government or a statutory authority against any promoter of the offeree Company during the last three years immediately preceding the year of the issue of the Key Information Document and any direction issued by such Ministry or Department or statutory authority upon conclusion of such litigation or legal action shall be disclosed;	Please refer to section 13.12 of the General Information Document.	

Sr. No.	Disclosure Requirements	Reference								
xxiv.	Remuneration of Directors (during the current year and last three financial years);	Please refer to section 13.3 of the General Information Document.								
xxv.	Related party transactions entered during the last three financial years immediately preceding the year of issue of the Key Information Document including with regard to loans made or, guarantees given or securities provided;	Please refer to section 13.17 of the General Information Document.								
xxvi.	Summary of reservations or qualifications or adverse remarks of Auditors in the last 3(three) financial years immediately preceding the year of issue of this Key Information Document and of their impact on the financial statements and financial position of the Company and the corrective steps taken and proposed to be taken by the Company for each of the said reservations or qualifications or adverse remark;	Please refer to section 13.26(p) of the General Information Document.								
xxvii.	Details of any inquiry, inspections or investigations initiated or conducted under the Companies Act, 2013 or any previous Company law in the last three years immediately preceding the year of issue of the Key Information Document in the case of Company and all of its subsidiaries, and if there were any prosecutions filed (whether pending or not), fines imposed, compounding of offences in the last three years immediately preceding the year of the Key Information Document and if so, section-wise details thereof for the Company and all of its subsidiaries;	Please refer to section 13.26(q) of the General Information Document.								
xxviii.	Details of acts of material frauds committed against the company in the last three years, if any, and if so, the action taken by the company;	Please refer to section 13.26(r) of the General Information Document.								
xxix.	The capital structure of the Company in the following manner in a tabular form:  1. The authorised, issued, subscribed and paid up	<table border="1"> <thead> <tr> <th>Share Capital</th> <th>Amount (INR in Cr)</th> </tr> </thead> <tbody> <tr> <td><b>AUTHORISED SHARE CAPITAL</b></td> <td></td> </tr> <tr> <td>1,20,00,00,000 Equity Shares of face value of ₹ 2 each</td> <td>240.00</td> </tr> <tr> <td>5,00,00,00,000 Preference Shares of face value of ₹ 100 each</td> <td>500.00</td> </tr> </tbody> </table>	Share Capital	Amount (INR in Cr)	<b>AUTHORISED SHARE CAPITAL</b>		1,20,00,00,000 Equity Shares of face value of ₹ 2 each	240.00	5,00,00,00,000 Preference Shares of face value of ₹ 100 each	500.00
Share Capital	Amount (INR in Cr)									
<b>AUTHORISED SHARE CAPITAL</b>										
1,20,00,00,000 Equity Shares of face value of ₹ 2 each	240.00									
5,00,00,00,000 Preference Shares of face value of ₹ 100 each	500.00									



Sr. No.	Disclosure Requirements	Reference			
	capital (number of securities, description and aggregate nominal value)	Total Authorised Share Capital	740.00		
		<b>ISSUED, SUBSCRIBED AND PAID-UP SHARE CAPITAL</b>			
		ISSUED SHARE CAPITAL			
		84,09,24,962 Equity Shares of face value of ₹ 2 each	168.18		
		SUBSCRIBED AND PAID-UP SHARE CAPITAL*			
		84,02,41,192 Equity Shares of face value of ₹ 2 each	168.05		
		Total	168.05		
		<b>Securities Premium Account</b>	4937		
	2. Size of the present offer	20,000 rated, listed, senior, unsecured, redeemable, taxable, transferable non-convertible debentures of a face value of INR 1,00,000/- each aggregating upto INR 200 Crs (Including Green Shoe of INR 100 crs)			
	3. Paid up equity capital. (i) After the offer; (ii) after conversion of convertible instruments (if applicable)	Refer Point 1			
	4. Securities premium account (i) (before the offer) (ii) (after the offer)	4937 crs 4937 crs			
xl.	Profits of the company on a standalone basis, before and after making provision for tax, for the 3 (three) financial years immediately preceding the date of the issue of the Key Information Document;	FY 21-22 – Profit before tax: INR 2,890.94 Profit after tax: INR 2,146.71 FY 22-23 – Profit before tax: INR 3,599.69 crs Profit after tax: INR 2,666.20 FY 23-24 – Profit before tax: INR 4,582.10 crs Profit after tax: INR 3,422.76			
xli.	Dividends declared by the Company in respect of the said 3 (three) financial years; interest coverage ratio for last 3 (three) years (Earnings before interest, depreciation and tax / interest expense);	<b>Particulars</b>	<b>31 March 2023</b>	<b>31 March 2022</b>	<b>31 March 2021</b>
		Dividend amounts paid (INR in crs)	106.85	106.73	106.56
		Interest Coverage Ratio (Earnings before interest, depreciation and tax /	1.65	1.70	1.47

Sr. No.	Disclosure Requirements	Reference			
		interest expense)			
xlii.	A summary of the financial position of the company as in the three audited financial statements immediately preceding the date of issue of the Key Information Document;	Please refer to <b>Annexure A</b> of the General Information Document.			
xliii.	Audited cash flow statement for the three years immediately preceding the date of issue of the Key Information Document;	Please refer to <b>Annexure A</b> of the General Information Document.			
xliv.	Any change in accounting policies during the last three years and their effect on the profits and the reserves of the company;	NA			
xlv.	A declaration by the Directors.	Please refer to the Section titled 'Declaration'			

### 3.1 Rating letter not older than 1 (one) month and press release not older than 1 (one) year from the date of opening of the Issue

The Debentures have been rated ICRA AA+ Positive for an amount up to INR 6,460 Crs vide its letter dated June 19, 2024 and IND AA+ Stable for an amount up to INR 7,322 Crs vide its letter dated July 05, 2024. The Issuer declares that the ratings provided by ICRA Limited and India Ratings Limited will be valid as on the date of issuance and listing of the Debentures.

Please refer to **Annexure A** to this Key Information Document for the detailed press release along with credit rating rationale adopted by the Credit Rating Agencies.

### 3.2 Stock Exchange

The Debentures are proposed to be listed on the debt segment of the BSE. The Stock Exchange has given its in- principle listing approval for the Debentures proposed to be offered through this Key Information Document along with the General Information Document vide their letter dated March 27, 2024. Please refer to **Annexure E** to this Key Information Document for the 'in-principle' listing approval from the Stock Exchange.

The Debentures shall be listed on the BSE within 3 (three) days from the bidding date.

The Company confirms that in case of delay in listing of Debentures beyond the listing timelines, the Company will pay penal interest, of 1% (one percent) p.a. over and above the Coupon Rate for the period of delay to the Eligible Investor (i.e. from the Deemed Date of Allotment to the date of listing).




The Issuer has created Recovery Expense Fund as specified by SEBI with NSE.

### 3.3 Issue Schedule:

ISSUE SCHEDULE	
Issue Opening Date	July 12, 2024
Issue Closing Date	July 12, 2024
Pay In Date	July 15, 2024

<b>ISSUE SCHEDULE</b>	
<b>Deemed Date of Allotment</b>	July 15, 2024

### 3.4 Key intermediaries in relation to the Issue

<b>Debenture Trustee</b> 	Name: IDBI Trusteeship Services Limited Address: Universal Insurance Building, Ground Floor, Sir P.M. Road, Fort, Mumbai - 400001 Telephone: (22) 40807073 Fax: NA Email: jinal@idbitrustee.com Website: <a href="http://www.idbitrustee.com">http://www.idbitrustee.com</a> Contact Person- Ms. Jinal Shah
<b>Registrar and Transfer Agent</b> 	NAME: KFIN TECHNOLOGIES LIMITED ADDRESS: SELENIUM TOWERS B, PLOT NO.31 & 32, NANAKRAMGUA, SERILINGAMPALLY MANDAL, HYDERABAD,500032 TELEPHONE: 9849712635 FAX: +91 40 6716 1563 EMAIL ID: UMESH.PANDEY@KFINTECH.COM WEBSITE: WWW.KFINTECH.COM CONTACT PERSON: UMESH PANDEY
<b>Rating Agency</b> 	<b>Name:</b> ICRA Limited <b>Address:</b> Anna Salai, Nandanam, Chennai – 600 035 <b>Telephone:</b> 044-45964325 <b>Email:</b> shaik.saleem@icraindia.com <b>Website:</b> <a href="https://www.icra.in/">https://www.icra.in/</a> <b>Contact Person:</b> Mr. Shaik Abdul Saleem
<b>Rating Agency</b> 	<b>Name:</b> INDIA RATINGS LIMITED <b>Address:</b> Wockhardt Tower, West Wing, Level 4,BKC <b>Telephone:</b> +91 (022) 4035 6138 <b>Fax:</b> NA <b>Email:</b> jinay.gala@indiaratings.co.in <b>Website:</b> <a href="https://www.indiaratings.co.in/">https://www.indiaratings.co.in/</a> <b>Contact Person:</b> Jinay Gala

## 4 DISCLAIMERS

### 4.1 Disclaimer in respect of the Designated Stock Exchange

As required under the SEBI Regulations, a copy of this Key Information Document along with the General Information Document has been filed with the Designated Stock Exchange. It is to be distinctly understood that submission of this Key Information Document along with the General Information Document to the Designated Stock Exchange should not in any way be deemed or construed to mean that this Key Information Document along with the General Information Document has been reviewed, cleared or approved by the Designated Stock Exchange nor does the Designated Stock Exchange in any manner warrant, certify or endorse the correctness or completeness of any of the contents of this Key Information Document or General Information Document, nor does the Designated Stock Exchange warrant that the Issuer's Debentures will be listed or will continue to be listed on the Designated Stock Exchange nor does the Designated Stock Exchange take any responsibility for the soundness of the financial and other conditions of the Issuer, its promoters, its management or any scheme or project of the Issuer. Every person who desires to apply for or otherwise acquire any securities of this Issuer may do so pursuant to independent inquiry, investigation and analysis and shall not have any claim against the Designated Stock Exchange whatsoever by reason of any loss which may be suffered by such person

consequent to or in connection with such subscription/ acquisition whether by reason of anything stated or omitted to be stated herein or any other reason whatsoever.

#### **4.2 Disclaimer in respect of the Credit Rating Agency**

The ratings issued by ICRA Limited and India Ratings Limited are opinions on the likelihood of timely payment of the obligations under the rated Issue and are not recommendations to sanction, renew, disburse or recall the concerned bank facilities or to buy, sell or hold any security. These ratings do not convey suitability or price for the Eligible Investor. The agency does not constitute an audit on the rated entity ICRA Limited and India Ratings Limited has based its ratings/outlooks based on information obtained from reliable and credible sources. ICRA Limited and India Ratings Limited does not, however, guarantee the accuracy, adequacy or completeness of any information and is not responsible for any errors or omissions and the results obtained from the use of such information.

Our ratings factor in rating related trigger clauses as per the terms of the facility/instrument, may involve acceleration of payments in case of rating downgrades.

Please refer to **Annexure A** of this Key Information Document for the credit rating rationale and further details.

### **5 ISSUE OF DEBENTURES IN DEMATERIALISED FORM**

The Debentures will be issued only in de-materialised form. The Issuer has made arrangements with the Depositories for the issue of the Debentures in de-materialised form. Eligible Investors will have to hold the Debentures in de-materialised form as per the provisions of Depositories Act. The DP's name, DP ID and beneficiary account number must be mentioned at the appropriate place in the Application Form. The Issuer shall on or before 'T+1' day ensure receipt of the ISIN from the Depository, where 'T' is the date of bidding. The Issuer shall take necessary steps to credit the Debentures allotted to the depository account of the Eligible Investor. The Issuer shall ensure the Debentures are credited to the de-mat accounts of the Debenture Holders within T+1.

### **6 RISK FACTORS RELATING TO THE DEBENTURES**

#### **6.1 Risks relating to the Debentures/ Issue**

Please refer to section 4 of General Information Document.

### **7 DOCUMENTS SUBMITTED/ TO BE SUBMITTED TO DESIGNATED STOCK EXCHANGE / DEBENTURE TRUSTEE**

#### **7.1 The following documents shall be submitted to the BSE along with the listing application:**

- 7.1.1 This Key Information Document along with the General Information Document.
- 7.1.2 Memorandum and Articles of Association of the Issuer and necessary resolution(s) for the allotment of the Debentures.
- 7.1.3 Statement containing particulars of, dates of, and parties to all material contracts and agreements.
- 7.1.4 An undertaking from the Issuer stating that the necessary documents, including the Debenture Trust Deed, would be executed within the time frame prescribed in the relevant regulations/acts/rules etc. and the same would be uploaded on the website of the BSE, where the debt securities have been listed.
- 7.1.5 Any other particulars or documents that the recognised stock exchange may call for as it deems fit.

#### **7.2 The following documents have been/shall be submitted to the Debenture Trustee in electronic form (soft copy) on or before the allotment of the Debentures:**

- 7.2.1 Memorandum and Articles of Association of the Issuer and necessary resolution(s) for the allotment of the Debentures.

7.2.2 Statement containing particulars of, dates of, and parties to all material contracts and agreements.

## **8 ISSUER INFORMATION**

### **8.1 Expenses of the Issue:**

*Please Refer Annexure H*

### **8.2 Other confirmations pertaining to the Issue**

All monies received out of the Issue shall be credited/ transferred to a separate bank account maintained with a Scheduled Bank as referred to in section 40(3) of the Companies Act 2013.

Details of all monies utilised out of the Issue referred above shall be disclosed under an appropriate separate head in our balance sheet indicating the purpose for which such monies have been utilised along with details, if any, in relation to all such proceeds of the Issue that have not been utilized thereby also indicating investments, if any, of such unutilized proceeds of the Issue.

Details of all unutilised monies out of the Issue, if any, shall be disclosed under an appropriate separate head in our balance sheet indicating the form in which such unutilised monies have been invested.

The fund requirement as above is based on our current business plan and is subject to change in light of variations in external circumstances or costs, or in our financial condition, business or strategy. Our management, in response to the competitive and dynamic nature of the industry, will have the discretion to revise its business plan from time to time and consequently our funding requirements and deployment of funds may also change.

There is no contribution being made or intended to be made by the Directors as part of the Issue or separately in furtherance of the objects of the Issue, except to the extent of Debentures subscribed by the Director (if subscribed).

### **8.3 The names of the Debenture Trustee(s) shall be mentioned with statement to the effect that Debenture Trustee(s) has given its consent for appointment along with the copy of the consent letter from the Debenture Trustee:**

The Debenture Trustee for the Debentures is IDBI Trusteeship Services Limited. The Debenture Trustee has given its written consent for its appointment under Regulation 4(4) of the SEBI Regulations. The Debenture Trustee has also given its consent for the inclusion of its name as Debenture Trustee in the form and context in which it appears in this Key Information Document and all subsequent periodical communications to be sent to the holders of the debt securities. The consent letter from the Debenture Trustee is attached as **Annexure G** to this Key Information Document.

## **9 ISSUE/INSTRUMENT SPECIFIC REGULATIONS**

### **9.1 Creation of recovery expense fund**

The Issuer is required to deposit 0.01% of the Issue Size subject to maximum amount of Rs. 25,00,000/- in the form of cash and cash equivalent (s) (including bank guarantees), towards the recovery expense fund with the Designated Stock Exchange and will inform the Debenture Trustee regarding the creation of such fund, as per the provisions of SEBI NCS Regulations read with SEBI Debenture Trustee Master Circular, as amended from time to time. The recovery expense fund shall be created to enable the Debenture Trustee to take prompt action in relation to the enforcement of the Debt Security in accordance with the Transaction Documents.

### **9.2 Creation of Settlement Guarantee Fund**

If required, the Issuer shall deposit the required monies towards settlement guarantee fund with the Designated Stock Exchange, in the manner as specified in the SEBI Debenture Trustee Master Circular and under Applicable Law.

### **9.3 Issue Specific Regulations**

The Debentures shall be issued and regulated in accordance with the provisions of the Companies Act, 2013 and rules framed thereunder and the SEBI Regulations.

#### **9.4 Rights of Debenture Holders**

The Debenture Holders will not be entitled to any rights and privileges of shareholders other than those available to them under statutory requirements. The Debentures issued under this Key Information Document shall not confer upon the Debenture Holders the right to receive notice, or to attend and vote at the general meetings of shareholders or Debenture Holders issued other than under this Key Information Document or of any other class of securities of the Company.

#### **9.5 A summary term sheet with prescribed information pertaining to the Debentures**

A summary of the term sheet has been set forth in 'Summary of Key Terms' appearing in "*Issue Details*" of this Key Information Document.

#### **9.6 Debenture Redemption Reserve**

The Company shall maintain a reserve to be called the debenture redemption reserve ("**Debenture Redemption Reserve**") as per the provisions of the Companies Act read with rules made thereunder or any regulations or guidelines issued by SEBI, as applicable. The Company shall submit to the Debenture Trustee a certificate duly certified by the Auditors certifying that the Company has transferred suitable sum to the Debenture Redemption Reserve at the end of each of financial year as per the Applicable Law. At present, the Debenture Redemption Reserve is not required to be created by a listed company, as per the Company (Share Capital and Debentures) Rules, 2014, as amended from time to time.

#### **9.7 Buy Back**

Subject to Applicable Law and the other Transaction Documents, the Company will have the power exercisable at its absolute discretion from time to time to repurchase some or all the Debenture(s) at any time prior to the final settlement date. The Debentures which are in de-materialised form, can be repurchased by the Company through its beneficiary de-mat account as per the norms prescribed by the Depository. This right does not construe a call option. In the event of the Debenture(s) being bought back, or redeemed before maturity in any circumstance whatsoever, the Company shall be deemed to always have the right, subject to the provisions of the Applicable Law, to re-issue such Debentures either by re-issuing the same Debenture(s) or by issuing other Debentures in their place (if so, allowed under Applicable Law).

### **10 ISSUE PROCEDURE**

The Issuer proposes to Issue the Debentures on the terms set out in this Key Information Document subject to the provisions of the Companies Act, the SEBI NCS Regulations, the SEBI LODR Regulations, the Memorandum and Articles of Association of the Issuer, Application Form, and other terms and conditions as may be incorporated in the Transaction Documents. This section applies to all applicants. Please note that all applicants are required to make payment of the full application amount along with submission of the Application Form.

#### **10.1 Who Can Bid/Apply/Invest**

All QIBs and any non-QIB investors specifically mapped by the Issuer on the BSE – EPB Platform, are eligible to bid / invest / apply for this Issue.

There shall be no bidding for the Anchor Portion on the BSE – EPB Platform.

**All applicants are required to comply with the relevant regulations/ guidelines applicable to them for investing in the Issue as per the norms approved by Government of India, RBI or any other statutory body from time to time, including but not limited to BSE EBP Guidelines as published by BSE on its website and SEBI for investing in this Issue. The contents of this Key Information Document and any other information supplied in connection with this Key Information Document, or the Debentures are intended to be used only by those investors to whom it is distributed. It is not intended for distribution to any other person and should not be reproduced or disseminated by the recipient.**

**The Issue will be under the electronic book mechanism as required in terms of the Operational Guidelines.**

However, out of the aforesaid class of investors eligible to invest, this Key Information Document is intended solely for the use of the person to whom it has been sent by the Issuer for the purpose of evaluating a possible investment opportunity by the recipient(s) in respect of the securities offered herein, and it is not to be reproduced or distributed to any other persons (other than professional advisors of the Eligible Investor receiving this Key Information Document from the Issuer).

**10.2 Confirmation by Eligible Investor**

Eligible Investors have confirmed that no software, algorithm, bots or other automation tools, which would give unfair access for placing bids on—the BSE – EBP Platform, have been used for placing bids.

**10.3 Documents to be provided by successful bidders**

Eligible Investors need to submit the certified true copies of the following documents, along-with the Application Form, as applicable:

- i. Memorandum and Articles of Association/ Constitution/ Bye-laws/ Debenture Trust Deed;
- ii. Board Resolution authorizing the investment and containing operating instructions;
- iii. Power of attorney/ relevant resolution/authority to make application;
- iv. Specimen signatures of the authorized signatories (ink signed), duly certified by an appropriate authority;
- v. Copy of Permanent Account Number Card (“PAN Card”) issued by the Income Tax Department;
- vi. Necessary forms for claiming exemption from deduction of tax at source on interest on application money, wherever applicable.

**10.4 Manner of Bidding**

The Issue will be through open bidding on the EBP platform in line with the Operational Guidelines.

**10.5 Bidding Process**

- (i) The bidding process on—the BSE – EBP Platform shall be on an anonymous order driven system.
- (ii) Bids shall be made by way of entering bid in:
  - (a) Price; or
  - (b) Coupon (in %), up to four decimal places; or
  - (c) Spread in basis points (bps).
- (iii) The bid amount shall be specified in Indian Rupees.
- (iv) Eligible Investors may place multiple bids in the Issue.
- (v) If two or more bids have the same Coupon/ price/ spread and time, then allotment shall be done on ‘*pro-rata*’ basis.
- (vi) The Face Value and Coupon shall remain constant, and bids/ quotes shall be placed by the bidders in terms of price.

**10.6 Manner of Settlement**

Settlement of the Issue will be done through ICCL, and the account details are given in the section on 'Payment Mechanism' of this Key Information Document.

## **10.7 Method of Allotment**

The allotment will be done on uniform yield basis in line with the Operational Guidelines.

## **10.8 How to bid**

10.8.1 All Eligible Investors will have to register themselves as a one-time exercise (if not already registered) with BSE – EBP Platform offered by BSE for participating in electronic book building mechanism. Eligible Investors should refer the Operational Guidelines for issuance of debt securities on private placement basis through an electronic book mechanism as available on website of BSE. Eligible Investors will also have to complete the mandatory KYC verification process. Eligible Investors should refer to the BSE EBP Guidelines.

- (a) The details of the Issue shall be entered on the BSE – EBP Platform by the Issuer at least 2 (two) working days prior to the Issue / Bid Opening Date, in accordance with the Operational Guidelines.
- (b) The bidding on BSE – EBP Platform shall take place between 9 a.m. to 5 p.m. only, on the working days of the NSE.
- (c) The bidding window shall be open for the period as specified by the issuer in the bidding announcement, however, the same shall be open for at least 1 (one) hour.
- (d) The issuer can provide details of the Eligible Investor (s) for a particular issue, to the BSE-EBP Platform, not later than 1 (one) hour before the bidding start time.
- (e) The Issuer shall provide the bidding start time and close time of the BSE – EBP Platform at least 1 (one) working day before the start of the Issue / bid opening date.
- (f) 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 BSE – EBP Platform, at least 1 (one) working day before the start of the Issue / Bid Opening Date.
- (g) Changes in bidding date or time shall be allowed for a maximum of 2 (two) times in accordance with the Operational Guidelines and shall be intimated to the NSE-EBP Platform within the operating hours of the platform, at least 1 (one) working day before the bidding date.
- (h) A bidder will enter the bid amount while placing their bids in the BSE – EBP Platform. The bid placed in the system shall have an audit trail which includes bidder's identification details, time stamp and unique order number.

10.8.2 Some of the key guidelines in terms of the current Operational Guidelines on issuance of securities on private placement basis through an electronic book mechanism, are as follows:

- (a) **Modification of Bid:**

Eligible Investors may note that modification of bid is allowed during the bidding period. However, in the last 10 (ten) minutes of the bidding period, revision of bid is only allowed for upward revision of the bid amount placed by the Eligible Investor or downward revision of Coupon/ spread or upward modification of price.
- (b) **Cancellation of Bid**

Eligible Investors may note that cancellation of bid is allowed during the bidding period. However, in the last 10 (ten) minutes of the bidding period, no cancellation of bids is permitted.
- (c) **Multiple Bids**



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

(d) Bids by Arranger(s)

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

- (i) Whether the bid is:
  - proprietary bid; or
  - a client bid, i.e. being entered on behalf of an Eligible Investor;
  - or a consolidated bid, i.e., an aggregate bid consisting of proprietary bid and bid(s) on behalf of Eligible Investors.
- (ii) For consolidated bids, the Arranger(s) shall disclose breakup between proprietary bid and client bid(s) (i.e. bids made on behalf of Eligible Investors).
- (iii) For client bids (i.e. bids entered on behalf of Eligible Investors), the Arranger(s) shall disclose the following:
  - Names of such Eligible Investors;
  - Category of the Eligible Investors (whether qualified institutional buyers or non-qualified institutional buyers); and
  - Quantum of bid of each Eligible Investor.

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

(e) Withdrawal of Issue

The Issuer may, at its discretion, withdraw the issue process on the following conditions:

- (i) Non-receipt of bids upto the Issue Size; or
- (ii) Bidder has defaulted on payment towards the allotment, within the stipulated time frame, due to which the Issuer is unable to fulfil the Issue Size; or
- (iii) The cut-off yield (i.e. the highest yield at which a bid is accepted) in the Issue is higher than the estimated cut-off yield (i.e. the yield estimated by the Issuer, prior to opening of the Issue) disclosed to the NBE-EBP Platform, where the base Issue Size is fully subscribed.

The Issuer, at its discretion, may withdraw from the issue process at any time; however, subsequent to such withdrawal, the issuer shall not be allowed to access any of the EBP platforms for a period of 7 (seven) days from the date of such withdrawal. A withdrawal from the issue process shall imply withdrawal of the total issue including Anchor Portion.

Disclosure of the estimated cut-off yield on the BSE – EBP platform to the Eligible Investors, pursuant to closure of issue, shall be at the discretion of the Issuer. In case an issuer withdraws issues on the BSE-EBP Platform due to the cut-off yield being higher than the estimated cut-off yield, the BSE-EBP Platform shall mandatorily

disclose the estimated cut-off yield to the Eligible Investors.

However, Eligible Investors should refer to the Operational Guidelines as prevailing on the date of the bid.

#### **10.9 Provisional/ Final allocation**

The allotment of valid applications received on the closing day shall be done in the following manner:

- (i) all bids shall be arranged in accordance with “price time priority” basis; and
  - in case of in case of ‘uniform yield allotment’, allotment and settlement value shall be based on the cut-off price determined in the bidding process; or
  - in case of ‘multiple yield, then allotment and settlement value shall be done based on price quoted by each bidder/ allottee in the bidding process.
- (ii) where two or more bids have the same yield Coupon/price/spread and time, then allotment shall be done on “pro-rata” basis.

Allocation shall be on BSE EBP platform as per the operation guidelines applicable.

Post completion of bidding process, the Company will upload the provisional allocation on the BSE-EBP Platform. Post receipt of Eligible Investor details, the Company will upload the final allocation file on the BSE-EBP Platform applications by successful bidders.

Bids needs to be submitted by issue closing time or such extended time as decided by the Issuer on BSE-EBP Platform. Post that the original Applications Forms (along with all necessary documents as detailed in this Key Information Document), payment details and other necessary documents should be sent to the corporate office of the Issuer on the same day.

#### **10.10 Payment Mechanism**

Subscription should be as per the final allocation made to the successful bidder as notified by the Issuer.

Pay-in towards the allotment of the Debentures shall be done from the account of the bidder, to whom allocation is to be made. For bids made by the Arranger(s) on behalf of Eligible Investors, pay-in towards allotment of securities shall be made from the account of such Eligible Investors. The pay-in of funds towards an issue on the EBP shall be permitted either through clearing corporation of the BSE or through the escrow bank account of Issuer. The process of pay-in of funds by the Eligible Investors and pay-out to issuer can be done on either T+1 or T+2, where T Day is the issue closing day.

Successful bidders should do the funds pay-in to the bank accounts notified by ICCL (“**ICCL Bank Account**”):

Successful bidders must do the funds pay-in to the ICCL Bank Account on or before 10:30 A.M. on the Pay In Date (“**Pay-in Time**”). Successful bidders should ensure to do the funds pay-in from their same bank account which is updated by them in the BSE-EBP Platform while placing the bids. In case of mismatch in the bank account details between BSE-EBP Platform and the bank account from which payment is done by the successful bidder, the payment would be returned.

Note: In case of failure of any successful bidder to complete the funds pay-in by the Pay-in Time or the funds are not received in the ICCL Bank Account by the Pay-in Time for any reason whatsoever, the bid will be liable to be rejected and the Issuer shall not be liable to the successful bidder.

In case of non-fulfilment of pay-in obligations by Eligible Investors, such Eligible Investors shall be debarred from accessing the bidding platform across all EBPs for a period of 30 (thirty) days from the date of such default. In case of 3 (three) instances of non-fulfilment of pay-in obligations, across all EBPs, by Eligible Investors for whom an Arranger(s) has bid, then such Arranger(s) shall be debarred from accessing all EBPs, for a period of 7 (seven) days from the date of such third or subsequent default.

Funds pay-out on the Pay-In Date would be made by ICCL to the following bank account of the Issuer:

Bank : HDFC BANK LTD  
Branch: : Anna Salai Branch, Chennai  
Account Number : 57500000181971  
IFSC Code : HDFC0000004

Cheque(s), demand draft(s), money orders, postal orders will not be accepted. The Issuer assumes no responsibility for any applications lost in mail. The entire amount of INR 1,00,000/- per Debenture is payable on application.

Applications should be for the number of Debentures applied by the Applicant. 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 filled in the Application Form. This is required for the applicant's own safety and these details will be printed on the refund orders and interest/ redemption warrants.

The applicant or in the case of an application in joint names, each of the applicant, should mention his/her Permanent Account Number (PAN) allotted under the Income-tax Act, 1961 or where the same has not been allotted, the GIR No. and the Income tax Circle/Ward/District. As per the provision of Section 139A (5A) of the IT Act, PAN/GIR No. needs to be mentioned on the TDS certificates. Hence, the Eligible Investor should mention his PAN/GIR No. In case neither the PAN nor the GIR Number has been allotted, the applicant shall mention "Applied for" nor in case the applicant is not assessed to income tax, the applicant shall mention 'Not Applicable' (stating reasons for non-applicability) in the appropriate box provided for the purpose. Application Forms without this information will be considered incomplete and are liable to be rejected.

All applicants are requested to tick the relevant column "Category of Investor" in the Application Form. Public/ Private/ Religious/ Charitable Trusts, Provident Funds and Other Superannuation Trusts and other investors requiring "approved security" status for making investments.

*For further instructions about how to make an application for applying for the Debentures and procedure for remittance of application money, please refer to the Issue Details and the Application Form.*

#### **10.11 Terms of Payment**

The full-face value of the Debentures applied for is to be paid along with the Application Form. Eligible Investor(s) need to send in the Application Form and the details of RTGS for the full value of Debentures applied for.

#### **10.12 Applications under Power of Attorney**

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

#### **10.13 Application by Mutual Funds**

In case of applications by Mutual Funds, a separate application must be made in respect of each scheme of an Indian Mutual Fund registered with SEBI and such applications will not be treated as multiple applications, provided that the application made by the asset management company/ trustees/ custodian clearly indicate their intention as to the scheme for which the application has been made.

#### **10.14 Application by provident funds, superannuation funds and gratuity funds** The applications must be accompanied by certified true copies of

- a. Debenture Trust Deed / bye laws /resolutions

- b. Resolution authorizing investment
- c. Specimen Signatures of the authorized signatories

Those desirous of claiming tax exemptions on interest on application money are compulsorily required to submit a certificate issued by the Income Tax Officer along with the Application Form. For subsequent interest payments, such certificates have to be submitted periodically.

#### **10.15 Basis of allocation**

The Debentures shall be allocated in accordance with the provisions of the Operational Guidelines.

All the bids made in a particular issue shall be disclosed on the BSE-EBP Platform (in a tabular format) with:

- (a) Coupon/ price/ spread
- (b) Amount i.e. demand at that particular Coupon/ price/ spread
- (c) Cumulative demand (total amount)

The aforesaid information shall be disseminated after closure of bidding.

#### **10.16 Anchor Portion**

There is NO Anchor Investor for this Issue.

There shall be no bidding for anchor portion on the BSE-EBP Platform.

The remaining portion of the Issue (i.e. the non-anchor portion within the Issue size), shall be open for bidding by Eligible Investors at the chosen time slot on the BSE-EBP Platform.

#### **10.17 Date of Subscription**

The Date of Subscription shall be the date of realisation of proceeds of subscription money in the Designated Bank Account of ICCL, as listed above.

#### **10.18 Settlement Process**

Successful bidders shall be required to transfer funds from bank account(s) registered with BSE – EBP Platform to the bank account of ICCL to the extent of funds pay-in obligation on or before 10:30 A.M hours on the Pay-In Date. The Issuer shall accordingly inform BSE – EBP Platform about the final decision of the Issuer to go-ahead with allotment for the Issue by 16:00 hours. Depositories on the instruction of Issuer or through its Registrar, will credit the Debentures to the demat account of the Eligible Investors, in accordance with the Operational Guidelines.

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

Upon final allocation by the Issuer, the Issuer shall disclose the Issue Size, Coupon Rate, redemption premium, ISIN, number of successful bidders, category of the successful bidder(s), etc., in accordance with the SEBI Master Circular. The EBP shall upload such data, as provided by the Issuer, on its website to make it available to the public.

#### **10.20 Signatures**

Signatures should be made in English or in any of the Indian Languages. Thumb impressions must be attested by an authorized official of the Issuer or by a Magistrate/ Notary Public under his/her official seal.

#### **10.21 Nomination Facility**

Only individuals applying as sole applicant/joint applicant can nominate, in the prescribed manner, a person to whom his Debentures shall vest in the event of his death. Non -individuals including holders

of power of attorney cannot nominate.

## **10.22 Fictitious Applications**

Any person who makes, in fictitious name, any application to a body corporate for acquiring, or subscribing to, the Debentures, or otherwise induced a body corporate to allot, register any transfer of Debentures therein to them or any other person in a fictitious name, shall be punishable under the extant laws.

## **10.23 Depository Arrangements**

The Issuer has appointed KFIN TECHNOLOGIES LIMITED having its office at SELENIUM TOWERS B, PLOT NO.31 & 32, NANAKRAMGUA, SERILINGAMPALLY MANDAL, HYDERABAD,500032 as the Registrar for the present Debenture Issue. The Issuer has entered into necessary depository arrangements with NSDL and CDSL for dematerialization of the Debentures offered under the present Issue, in accordance with the Depositories Act, 1996 and regulations made there under. In this context, the Issuer has signed two tripartite agreements as under: (i) Tripartite Agreements between the Issuer, NSDL and the Registrar ("**Tripartite Agreements**") and (ii) between the Issuer, CDSL and the Registrar for dematerialization of the Debentures offered under the present Issue.

**10.24** The Debenture Holders can hold the Debentures only in dematerialized form and deal with the same as per the provisions of Depositories Act, 1996 as amended from time to time.

## **10.25 Procedure for applying for Demat Facility.**

10.25.1 Applicant(s) must have a beneficiary account with any Depository Participant of NSDL or CDSL prior to making the application.

10.25.2 Applicant(s) must specify their beneficiary account number and DP's ID in the relevant columns of the Application Form.

10.25.3 For subscribing to the Debentures, names in the Application Form should be identical to those appearing in the account details of the Depository. In case of joint holders, the names should necessarily be in the same sequence as they appear in the account details in the Depository.

10.25.4 If incomplete/ incorrect beneficiary account details are given in the Application Form which does not match with the details in the depository system, it will be deemed to be an incomplete application and the same be held liable for rejection at the sole discretion of the Issuer.

10.25.5 The Debentures shall be directly credited to the beneficiary account as given in the Application Form and after due verification, allotment advice/ refund order, if any, would be sent directly to the applicant by the Registrars to the Issue but the confirmation of the credit of the Debentures to the applicant's Depository account will be provided to the applicant by the Depository Participant of the applicant.

10.25.6 The Coupon, redemption premium or other benefits with respect to the Debentures would be paid to those Debenture Holders whose names appear on the list of Beneficial Owners given by the Depositories to the Issuer as on the Record Date. In case, the Beneficial Owner is not identified by the Depository on the Record Date due to any reason whatsoever, the Issuer shall keep in abeyance the payment of interest or other benefits, till such time the Beneficial Owner is identified by the depository and intimated to the Issuer. On receiving such intimation, the Issuer shall pay the interest or other benefits to the beneficiaries identified, within a period of 15 (fifteen) days from the date of receiving such intimation.

10.25.7 Applicants may please note that the Debentures shall be allotted and traded on the Designated Stock Exchange only in dematerialized form.

## **10.26 Modification of Rights**

The rights, privileges, terms and conditions attached to the Debentures may be varied, modified or abrogated with the consent, in writing, of those Debenture Holders who hold at least three fourths of the outstanding amount of Debentures or with the sanction accorded pursuant to a resolution passed at a

meeting of the Debenture Holders, provided that nothing in such consent or resolution shall be operative against the Company where such consent or resolution modifies or varies the terms and conditions of the Debentures, if the same are not acceptable to the Company and provided further that that for any terms that are not adverse to the interests of the Debenture Holders or clarificatory or explanatory changes to the terms and conditions of these Debentures (to the extent permitted under applicable laws) the consent of the Debenture Holders shall not be required and the consent of the Debenture Trustee in this regard shall be adequate.

#### **10.27 Minimum subscription**

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

#### **10.28 Underwriting**

The present issue of Debentures is not underwritten.

#### **10.29 Deemed Date of Allotment**

All benefits under the Debentures including payment of interest will accrue to the Debenture Holders from and including the respective Deemed Date of Allotment. The actual allotment of Debentures may take place on a date other than the Deemed Date of Allotment. In case if the issue closing date/pay-in dates is/are changed (pre-poned/ postponed), the Deemed Date of Allotment may also be changed (pre - pond/ postponed) by the Issuer at its sole and absolute discretion.

#### **10.30 Letter(s) of Allotment / Debenture Certificate(s) /Refund Order (s)/Issue of Letter(s) of Allotment**

The Company shall issue a letter of allotment to each Debenture Holder on the Deemed Date of Allotment. Further, the Company shall allot the Debentures in dematerialized form within 2 (two) Business Days from the Deemed Date of Allotment and ensure completion of all statutory formalities as required for such dematerialized credit within the said time period.

#### **10.31 Issue of Debenture Certificate(s)**

The Company shall issue a letter of allotment to each Debenture Holder on the Deemed Date of Allotment. Further, the Company shall allot the Debentures in dematerialized form within 2 (two) Business Days from the Deemed Date of Allotment and ensure completion of all statutory formalities as required for such dematerialized credit within the said time period. The Debentures since issued in electronic (dematerialized) form, will be governed as per the provisions of the Depository Act, Securities and Exchange Board of India (Depositories and Participants) Regulations, 1996, rules notified by NSDL/ CDSL/ Depository Participant from time to time and other applicable laws and rules notified in respect thereof. The Debentures shall be allotted in dematerialized form only.

#### **10.32 Market Lot**

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

#### **10.33 Trading of Debentures**

The marketable lot for the purpose of trading of Debentures shall be 100 Debentures of face value of INR 1,00,000/- per Debenture each. Trading of Debentures would be permitted in de-mat mode only in standard denomination of INR 1,00,000/- and such trades shall be cleared and settled in recognized stock exchange(s) subject to conditions specified by SEBI. In case of trading in Debentures which has been made over the counter, the trades shall be reported on a recognized stock exchange having a nationwide trading terminal or such other platform as may be specified by SEBI.

#### **10.34 Mode of Transfer of Debentures**

The Debentures shall be transferred subject to and in accordance with the rules/ procedures as prescribed by the CDSL/NSDL/Depository Participant of the transferor/transferee and any other Applicable Laws and rules notified in respect thereof. The normal procedure followed for transfer of securities held in dematerialized form shall be followed for transfer of these Debentures held in electronic form. The seller should give delivery instructions containing details of the buyer's DP account to his Depository Participant. The transferee(s) should ensure that the transfer formalities are completed prior to the Record Date. In the absence of the same, interest will be paid/ redemption will be made to the person, whose name appears in the records of the Depository. In such cases, claims, if any, by the transferee(s) would need to be settled with the transferor(s) and not with the Issuer.

Transfer of Debentures to and from NRIs/ OCBs, in case they seek to hold the Debentures and are eligible to do so, will be governed by the then prevailing guidelines of RBI.

#### **10.35 Common Form of Transfer**

The Issuer undertakes that it shall use a common form/procedure for transfer of Debentures issued under terms of this Key Information Document.

#### **10.36 Interest on Application Money**

No interest on application money will be payable to the Eligible Investors.

#### **10.37 Deduction of Tax at Source**

All payments to be made by the Company to the Debenture Holders under the Transaction Documents shall be made free and clear of and without deduction for or on account of taxes, except as required under the Income Tax Act, 1961, in the case of payment of interest under any Transaction Document or any interest to be paid on the withheld premium or any other amount payable in relation to the Debentures, as applicable. Provided that, the Company within the time stipulated under Applicable Laws delivers to the Debenture Trustee/ Debenture Holders tax withholding or tax deduction certificates in respect of such withholding or deduction made in any Fiscal Year, evidencing that such deducted taxes or withholdings have been duly remitted to the appropriate Governmental Authority.

If the Company is required to make a tax deduction, it shall make that tax deduction and any payment required in connection with such tax deduction within the time allowed and in the minimum amount required by Applicable Law.

#### **10.38 List of Beneficial Owners**

The Issuer shall request the Depository to provide a list of Debenture Holders as at the end of the Record Date. This shall be the list, which shall be considered for payment of interest or repayment of principal amount, as the case may be.

#### **10.39 Succession**

In the event of the demise of the sole/first holder of the Debenture(s) or the last survivor, in case of joint holders for the time being, the Issuer shall recognize the executor or administrator of the deceased Debenture Holder or the holder of succession certificate or other legal representative as having title to the Debenture(s). The Issuer shall not be bound to recognize such executor or administrator, unless such executor or administrator obtains probate, wherever it is necessary, or letter of administration or such holder is the holder of succession certificate or other legal representation, as the case may be, from a Court in India having jurisdiction over the matter. The Issuer may, in its absolute discretion, where it thinks fit, dispense with production of probate or letter of administration or succession certificate or other legal representation, in order to recognize such holder as being entitled to the Debenture (s) standing in the name of the deceased Debenture Holder on production of sufficient documentary proof or indemnity.

#### **10.40 Where a non-resident Indian becomes entitled to the Debenture by way of succession, the following steps have to be complied:**

10.40.1 Documentary evidence to be submitted to the legacy cell of the RBI to the effect that the Debenture was acquired by the NRI as part of the legacy left by the deceased holder.

10.40.2 Proof that the NRI is an Indian National or is of Indian origin.

10.40.3 Such holding by the NRI will be on a non -repatriation basis.

#### **10.41 Joint Holders**

Payment of the principal amount of each of the Debentures and interest and other monies payable thereon shall be made to the respective Debenture Holder and in case of joint Debenture Holders, to the one whose name stands first in the register of Debenture Holder(s).

#### **10.42 Governing Law and Jurisdiction**

10.42.1 The Transaction Documents and the rights and obligations of the Parties thereunder shall be construed in accordance with and be governed by the laws of India.

10.42.2 For all matters for which the courts of law would have jurisdiction, the courts and tribunals in Chennai shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Transaction Documents and that accordingly any proceedings arising out of or in connection with the Transaction Documents may be brought in such courts or the tribunals and the Obligors irrevocably submits to and accepts for itself and in respect of their property, generally and unconditionally, the jurisdiction of those courts or tribunals.

#### **10.43 Investor Relations and Grievance Redressal**

Arrangements have been made to redress investor grievances expeditiously as far as possible. The Issuer shall endeavour to resolve the investor's grievances within 30 (thirty) days of its receipt. All grievances related to the issue quoting the Application Number (including prefix), number of Debentures applied for, amount paid on application and details of collection centre where the Application was submitted, may be addressed to the Compliance Officer at Registered Office/ Corporate Office of the Issuer. All Eligible Investors are hereby informed that the Issuer has designated a Compliance Officer who may be contacted in case of any pre-issue/ post-issue related problems such as non-credit of letter(s) of allotment/ Debenture certificate(s) in the demat account, non-receipt of refund order(s), interest warrant(s)/ cheque(s) etc. Contact details of the Compliance Officer are given elsewhere in this Key Information Document.

### **11 MATERIAL CONTRACTS & DOCUMENTS**

**Material Contracts**-- By the very nature and volume of its business, the Company is involved in a large number of transactions involving financial obligations and therefore it may not be possible to furnish details of all material contracts and agreements involving financial obligations of the Company. However, the contracts referred to below which are or may be deemed to be material for this Issue have been entered into by the Company. Copies of these contracts may be inspected at the Registered Office of the Company between 10.00 a.m. and 12.00 noon on any working day until the Issue Closing Date.

11.1 Certified copy of the Memorandum & Articles of Association of the Issuer

11.2 Certified copy of Certificate of Incorporation of the Company.

11.3 Certified true Copy of the resolution passed by the Board approving the issue of Debentures.

11.1 Credit Rating Letter from ICRA Limited dated June 19, 2024 and India Ratings Limited dated 5<sup>th</sup> July 2024.

11.2 Letter dated July 10, 2024 given by IDBI Trusteeship Services Limited giving its consent for acting as Debenture Trustee to the Debentures offered under this Issue.

11.3 Debenture Trust Deed

11.4 Debenture Trustee Agreement

#### **12 DUE DILIGENCE CERTIFICATE FROM THE DEBENTURE TRUSTEE:**

Provided for in **Annexure G**



### 13 ISSUE DETAILS

#### 13.1 Summary of Key Terms

<b>Security Name (Name of the non-convertible securities which includes (Coupon/dividend, Issuer Name and maturity year)</b>	9.00 % Cholamandalam Investment and Finance Co. Ltd. April 2031 NCD Series SD71
<b>Issuer</b>	Cholamandalam Investment and Finance Company Limited
<b>Promoters / Promoter Group</b>	Please see the Definition of Promoter above.
<b>Type of Instrument</b>	Rated, unsecured, listed, redeemable, taxable, transferable, non-convertible debentures in the nature of sub-ordinated debt
<b>Series</b>	Series SD71
<b>Nature of Instrument (Secured or Unsecured)</b>	Unsecured
<b>Seniority (Senior or Subordinated)</b>	Subordinated
<b>Mode of Issue</b>	Private placement
<b>Eligible Investors</b>	<p>The following categories of investors, when specifically approached, are eligible to apply for this private placement of Debentures:</p> <ul style="list-style-type: none"> <li>• Resident individuals;</li> <li>• Hindu undivided family;</li> <li>• Trust;</li> <li>• Limited Liability Partnerships, Partnership Firm(s);</li> <li>• Portfolio Managers and Foreign Institutional Investors (FII) registered with SEBI;</li> <li>• Association of persons;</li> <li>• Companies and bodies corporate including Public Sector Undertakings;</li> <li>• Commercial Banks, Regional Rural Banks, Financial Institutions;</li> <li>• Insurance Companies; and</li> <li>• Mutual Funds/ Alternative Investment Fund (AIF), and any other investor eligible to invest in these Debentures.</li> </ul> <p>All other investors eligible to bid / invest / apply for this Issue pursuant to the SEBI NCS Regulations read with SEBI Master Circular are eligible to apply for this Issue.</p>
<b>Listing (name of stock Exchange(s) where it will be listed and timeline for listing)</b>	<p>The Debentures will be listed on the debt segment of BSE on or upto 3 (three) trading days from the Issue Closing Date.</p> <p>In case of delay in listing of the Debentures by the Company</p>

	<p>beyond 3 (three) Business Days from the closure of issue, the Company will pay the Debenture Holders penal interest of 1% (one percent) per annum over the Coupon Rate from the Deemed Date of Allotment till the listing of the Debentures.</p> <p>In case the Debentures are not listed within 3 (three) Business Days from the closure of the Issue, the Company shall immediately redeem/ buy back the Debentures only from those Debenture Holders (including any FPI) who are not permitted by Applicable Law to hold 'unlisted' debentures, and shall reimburse such Debenture Holders for any and all accrued redemption premium, costs and expenses (at actuals), as determined by each such Debenture Holder that such Debenture Holder may have incurred in connection with the investment in the Debentures.</p>
<b>Rating of the Issue</b>	ICRA AA+ Positive and IND AA+ Stable
<b>Manner of Bidding(open/closed)</b>	OPEN
<b>Manner of Allotment</b>	UNIFORM YIELD
<b>Issue Size</b>	20,000 rated, listed, senior, unsecured, redeemable, taxable, transferable non-convertible debentures of a face value of INR 1,00,000/- each aggregating upto INR 200 Crs (Including Green Shoe of INR 100 crs)
<b>Base Issue</b>	INR 100 Crs
<b>Green Shoe Option</b>	INR 100 Crs
<b>Anchor Investor</b>	NA
<b>Anchor Portion</b>	NIL
<b>Option to retain oversubscription (Amount)</b>	Green Shoe option of INR 100 Crs
<b>Objects of the Issue / Purpose for which there is requirement of funds</b>	Financing Activities / Working Capital
<b>Details of the utilization of the Proceeds</b>	<ol style="list-style-type: none"> <li>1) general corporate = <math>\leq 100\%</math>.</li> <li>2) financing activities = <math>\leq 100\%</math></li> <li>3) business operations = <math>\leq 100\%</math></li> <li>4) working capital = <math>\leq 100\%</math></li> <li>5) repayment of existing treasury maturities = <math>\leq 100\%</math></li> </ol>
<b>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</b>	NA
<b>Coupon / Dividend Rate</b>	9.00% per annum.
<b>Step Up/Step Down Coupon Rate</b>	NA

<b>Coupon/Dividend Payment Frequency</b>	Annual & On Maturity
<b>Coupon / Dividend Payment Dates</b>	July 15 every year and on Maturity Date (April 09, 2031), subject to business day convention
<b>Cumulative / non-cumulative, in case of dividend</b>	NA
<b>Coupon Type (Fixed, floating or other structure)</b>	Fixed
<b>Coupon Reset Process (including rates, spread, effective date, interest rate cap and floor etc).</b>	NA
<b>Day Count Basis (Actual/Actual)</b>	Interest shall be computed on an “actual/actual basis”. Where the interest period (start date to end date) includes February 29, interest shall be computed on 366 (three hundred and sixty six) days-a-year basis.
<b>Interest on Application Money</b>	<p>Interest at the Coupon Rate per annum (subject to deduction of income tax under the provisions of the Income Tax Act, 1961, or any other statutory modification or re-enactment thereof, as applicable) will be paid to the applicants on the application money for the Debentures for the period starting from and including the date of realization of application money in Issuer’s bank account upto one day prior to the Deemed Date of Allotment.</p> <p>Where Pay-in Date and Deemed date of Allotment are the same, no interest on Application money is to be paid.</p>
<b>Issuance mode of the Issue</b>	In dematerialized mode.
<b>Trading mode of the Issue</b>	In dematerialized mode.
<b>Default Interest Rate</b>	<p>In case of default of payment of interest and / or principal on the due date, additional interest at the rate of 2% (two percent), p.a. over the documented rate will be payable by the Company.</p> <p>In case, the Issuer fails to list the Debentures beyond 3(three) Business Days from the Issue Closing Date, the Issuer shall be liable to pay penal interest at the rate of 1% (one percent) per annum on the Debentures in addition to the payment of Coupon at the Coupon Rate from the expiry of 3 (three) Business Days till the day of listing of the Debentures.</p> <p>In case the company fails to execute the Debenture Trust Deed beyond the time period stipulated under the Applicable Law, the Company shall pay interest of 2% (two percent), per annum, or such other rate, as specified by SEBI, to the Debenture Holders, over and above the agreed Coupon Rate, for the period from Pay-In Date till the execution of the Debenture Trust Deed.</p>
<b>Tenor</b>	6 years 8 months 25 days
<b>Redemption Date</b>	April 09, 2031
<b>Redemption Amount</b>	INR 1,00,000/- per Debenture

<b>Redemption Premium /Discount</b>	NA
<b>Issue Price</b>	Rs.(#) per Secured NCD (#To be discovered during bidding on EBP Portal of the Stock Exchange)
<b>Discount at which security is issued and the effective yield as a result of such discount.</b>	NA
<b>Premium/Discount at which security is redeemed and the effective yield as a result of such premium/discount.</b>	NA
<b>Put Option</b>	NA
<b>Put Date or Put Option Exercise Date</b>	NA
<b>Put Price or Put Option Price</b>	NA
<b>Call Option</b>	NA
<b>Call Date or Call Option Exercise Date</b>	NA
<b>Call Price or Call Option Price</b>	NA
<b>Put Notification Time (Timelines by which the investor need to intimate Issuer before exercising the put)</b>	NA
<b>Call Notification Time (Timelines by which the Issuer need to intimate investor before exercising the call)</b>	NA
<b>Face Value</b>	INR 1,00,000/- per Debenture
<b>Minimum Application and in multiples of thereafter</b>	Application must be for a minimum size of 100 Debentures aggregating to INR 1 crore and 1 Debenture thereafter.
<b>Issue Timing</b>	<p>The details of the Issue shall be entered on the BSE – EBP Platform by the Issuer at least 2 (two) working days prior to the Issue / Bid Opening Date, in accordance with the Operational Guidelines.</p> <p>The bidding on BSE-EBP Platform shall take place between 9 a.m. to 5 p.m. only, on the working days of BSE. The bidding window shall be open for the period as specified by the Issuer in the bidding announcement, however, the same shall be open for at least 1(one) hour.</p> <p>The issuer can provide details of the Eligible Investor (s) for a particular issue, to the BSE-EBP Platform, not later than 1 (one) hour before the bidding start time.</p> <p>The Issuer shall provide the bidding start time and close time of the BSE – EBP Platform at least 1 (one) working day before the start of the Issue / Bid Opening Date.</p>

<b>Issue Opening Date</b>	July 12, 2024
<b>Issue Closing date</b>	July 12, 2024
<b>Date of earliest closing of the issue, if any.</b>	July 12, 2024
<b>Pay-in Date</b>	July 15, 2024
<b>Deemed Date of Allotment</b>	July 15, 2024
<b>Settlement mode of the Issue</b>	Payment of interest and repayment of principal shall be made by way of cheque(s)/ warrant(s)/ demand draft(s)/direct credit/ RTGS/ NECS/ NEFT or any other electronic mode offered by banks.
<b>Debenture Trustee</b>	IDBI Trusteeship Services Limited
<b>Debenture Trustee Fees</b>	As per Fee letter dated July 10, 2024 bearing reference no 3403-B/ITSL/CL/24-25/DEB/327
<b>Depository</b>	NSDL and/or CDSL
<b>Holiday Convention</b>	<p>If the date of payment of any interest in respect of the Debentures falls on a day that is not a Business Day, such payment of interest shall be made on the next occurring Business Day.</p> <p>If the Final Redemption Date or the early Redemption Date (the date on which the Debentures are redeemed prior to the Final Redemption Date in terms of the Transaction Documents), as the case may be, falls on a day that is not a Business Day, such payment of Interest and Redemption Amount shall be made on the immediately preceding Business Day.</p> <p>If a leap year (i.e. February 29) falls during the tenor of a security, then the number of days shall be reckoned as 366 days (actual/ actual day count convention) for the entire year, irrespective of whether the interest/ dividend is payable annually, half yearly, quarterly or monthly.</p>
<b>Disclosure of Interest/Dividend / redemption dates</b>	<p>Coupon Payment Date: July 15 every year and on Maturity Date (April 09, 2031), subject to business day convention</p> <p>Redemption Date: April 09, 2031</p>
<b>Record Date</b>	Atleast 15 days before interest due date
<b>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</b>	NO Security - Unsecured
<b>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</b>	NA

<b>Document</b>	
<b>Transaction Documents</b>	Including but not limited to: <ol style="list-style-type: none"> <li>1. Debenture Trust Deed</li> <li>2. General Information Document</li> <li>3. Key Information Document</li> <li>4. Debenture Trustee Appointment Agreement;</li> <li>5. Board and Shareholders Resolution authorising the Issue; and</li> </ol> Any other documentation as may be desired by the Debenture Trustee and mutually agreed with Issuer.
<b>Event of Default (including manner of voting /conditions of joining Inter Creditor Agreement)</b>	Please refer clause “Event of Default” of the Debenture Trust Deed
<b>Consequences of Event of Default</b>	Please refer clause “Event of Default” of the Debenture Trust Deed
<b>Representations and Warranties</b>	Please refer clause “Representations and Warranties” of the Debenture Trust Deed
<b>Creation of recovery expense fund</b>	The Issuer will create a recovery expense fund with the BSE/NSE as the Designated Stock Exchange, in the manner as specified by the SEBI pursuant to circular number SEBI/HO/MIRSD/CRADT/CIR/P/2020/207 dated October 22, 2020 and circular number SEBI/HO/MIRSD/CRADT/CIR/P/2022/67 dated May 19, 2022, as amended from time to time, and inform the bond trustee about the same.
<b>Creation of settlement guarantee fund</b>	NA
<b>Conditions for breach of covenants (as specified in Debenture Trust Deed)</b>	Please refer Debenture Trust Deed
<b>Role and Responsibilities of Debenture Trustee</b>	As per Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993, as amended from time to time and Debenture Trust Deed executed between the Issuer and Debenture Trustee.
<b>Risk factors pertaining to the issue</b>	Refer Risk Factors under Section 4 of General Information Document.
<b>Settlement Mechanism</b>	Through clearing corporation of BSE.
<b>Governing Law and Jurisdiction</b>	The Debentures are governed by and shall be construed in accordance with the existing laws of India. Any dispute arising thereof shall be subject to the jurisdiction of courts of Chennai, Tamil Nadu.
Over and above the aforesaid terms and conditions, the said Debentures shall be subject to the terms and conditions of the General Information Document, this Key Information Document and terms and	

conditions of the Debenture Trust Deed/ Debenture Trustee Appointment Agreement and other Transaction Documents.

**Notes:**

- *If there is any change in Coupon Rate pursuant to any event including lapse of certain time period or downgrade in rating, then such new Coupon Rate and the events which lead to such change should be disclosed.*
- *The list of documents which have been executed in connection with the issue and subscription of debt securities shall be annexed.*
- *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”.*
- *Please find below the following additional disclosures as required pursuant to SEBI Master Circular-*

Particulars	Description
<b>Manner of Bidding</b>	Open
<b>Minimum Bid Lot</b>	100 Debentures and 1 Debenture thereafter
<b>Bid Opening Date</b>	July 12, 2024
<b>Bid Closing Date</b>	July 12, 2024
<b>Manner of Allotment</b>	Uniform Yield
<b>Settlement Cycle</b>	T+1
<b>Manner of Settlement</b>	Through clearing corporation of BSE.

**14 ILLUSTRATION OF CASH FLOWS**

- a. The day count convention for dates on which the payments in relation to the Debentures, which need to be made, procedure and time schedule for allotment and issue of Debentures and the illustrative cash flows per Debenture (bearing face value of INR. 1,00,000/-) is as under:

Particulars	Details
Name of the Issuer	Cholamandalam Investment and Finance Company Limited
Face Value	INR 1,00,000/- per Debenture
Deemed Date of Allotment	July 15, 2024
Redemption Date	April 09, 2031
Coupon Rate	9.00% p.a.
Frequency of Interest Payment	Annual & On Maturity
Day Count Convention	Actual/Actual
Number of Debenture	Upto 1,00,000

**b. Cash Flow**

The illustrative cash flows per Debenture (bearing face value of 1,00,000/-) is as under:

Sr. No	Cash Flow Event	Due Date	Actual Payment Date	No of days in coupon period	Coupon payment per debenture (INR)	Principal payment per debenture (INR)
1	ISSUANCE	July 15, 2024	July 15, 2024	NA	NA	-1,00,000
2	1 <sup>st</sup> Interest Payment Date	July 15, 2025	July 15, 2025	365	9,000.00	NA
3	2 <sup>nd</sup> Interest Payment Date	July 15, 2026	July 15, 2026	365	9,000.00	NA
4	3 <sup>rd</sup> Interest Payment Date	July 15, 2027	July 15, 2027	365	9,000.00	NA
5	4 <sup>th</sup> Interest Payment Date	July 15, 2028	July 15, 2028	366	9,000.00	NA
6	5 <sup>th</sup> Interest Payment Date	July 15, 2029	July 16, 2029	365	9,000.00	NA

Sr. No	Cash Flow Event	Due Date	Actual Payment Date	No of days in coupon period	Coupon payment per debenture (INR)	Principal payment per debenture (INR)
7	6 <sup>th</sup> Interest Payment Date	July 15, 2030	July 15, 2030	365	9,000.00	NA
8	7 <sup>th</sup> Interest Payment Date	April 09, 2031	April 09, 2031	268	6,608.219	NA
9	Redemption date	April 09, 2031	April 09, 2031	0	-	1,00,000

*(In the event any Due Date is a holiday, payments will be made in accordance with the Holiday Convention).*

## 15 UNDERTAKING BY THE ISSUER

- a. The Eligible Investors are advised to read the risk factors carefully before taking an investment decision in this Issue. For taking an investment decision, Eligible Investors must rely on their own examination of the Issuer and the offer including the risks involved. The securities have not been recommended or approved by any regulatory authority in India, including SEBI nor does SEBI guarantee the accuracy or adequacy of this Key Information Document. Specific attention of the Eligible Investors is invited to the statement of 'Risk factors' given on front page under the section 'General Risks' of the General Information Document and the section 'Risks relating to the Debentures/Issue' given in section 4 of the General Information Document.
- b. The Issuer, having made all reasonable inquiries, accepts responsibility for, and confirms that this Key Information Document read together with the General Information Document contain all information with regard to the Issuer and the Issue, that the information contained in the Key Information Document is true and correct in all material aspects and is not misleading in any material respect, that the opinions and intentions expressed herein are honestly held and that there are no other facts, the omission of which make this Key Information Document as a whole or any of such information or the expression of any such opinions or intentions misleading in any material respect.
- c. The Issuer has no side letter with any debt securities holder except the one(s) disclosed in the Key Information Document. Any covenants later added shall be disclosed on the stock exchange website where the debt is listed.



## DECLARATION

The Company hereby declares that the Key Information Document and the General Information Document contains full disclosure in accordance with SEBI NCS Regulations, the Companies Act and the Operational Guidelines.

The Company undertakes and confirms that the Key Information Document and the General Information Document does not omit disclosure of any material fact which may make the statements made therein, in the light of the circumstances under which they are made, misleading.

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

I, Mr. Hardik D Pandya, Assistant Vice President – Treasury, without prejudice to the above, behalf of the Board of Directors of the Company, confirm that:

- (a) The Company has complied with the provisions of the Securities Contracts (Regulation) Act, 1956 and the SEBI, 1992, Companies Act, 2013 and the rules and regulations made thereunder;
- (b) The compliance with the SEBI Act and the rules does not imply that payment of dividend or interest or repayment of debentures, if applicable, is guaranteed by the central government;
- (c) The monies received under the offer shall be used only for the purposes and objects indicated in the Key Information Document;
- (d) Whatever is stated in this Key Information Document and in the Transaction Documents 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;
- (e) Nothing in the Key Information Document and the General Information Document is contrary to the provisions of Companies Act, the Securities Contracts (Regulation) Act, 1956 (42 of 1956) and the SEBI, 1992 (15 of 1992) and the rules and regulations made thereunder; and
- (f) the clause on “General Risks” has been suitably incorporated in prescribed format in the Key Information Document and the General Information Document.

I, Mr. Hardik D Pandya, Assistant Vice President – Treasury, am authorised by the Board of Directors of the Company vide resolution dated 1<sup>st</sup> August 2023 to sign the General Information Document and the Key Information Document and declare that all the requirements of Companies Act, 2013 and the rules made thereunder in respect of this subject matter of the General Information Document and the Key Information Document and matters incidental thereto have been complied with. Whatever is stated in this Key Information Document and attachments thereto is true, correct and complete and no information material to subject matter in this Key Information Document has be suppressed or concealed and is as per the original records maintained by the Promoters subscribing to 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 the Key Information Document and the General Information Document, as required.

Name: Hardik D Pandya

Designation: Sr. Assistant Vice President – Treasury

**LIST OF ANNEXURES FOLLOWING THIS PAGE**

<b>ORDER No.</b>	<b>Annexure Type</b>
A	RATING LETTER AND RATING RATIONALE
B	COPY OF BOARD RESOLUTION
C	MAR 2024 FINANCIALS and Key Operational and Financial Parameters
D	PRE-ISSUE AND POST-ISSUE SHAREHOLDING PATTERN
E	IN-PRINCIPLE APPROVAL FROM DESIGNATED STOCK EXCHANGE
F	APPLICATION FORM
G	CONSENT LETTER and ANNEXURE A
H	ISSUE EXPENSES
I	LIST OF DIRECTORS AND OTHER DIRECTORSHIPS