



SAMUNNATI FINANCIAL INTERMEDIATION & SERVICES PRIVATE LIMITED (the “Company” or “Issuer”) was incorporated at Chennai on 23rd June 2014 as a Non-Banking Finance company. For more information about our Company, please refer “General Information” given in Section 3 of this General Information Document.

Registered Office: Baid Hi Tech Park, 8th Floor, No 129-B, ECR Road, Thiruvannmiyur, Chennai – 600041

Corporate Office: Baid Hi Tech Park, 8th Floor, No 129-B, ECR Road, Thiruvannmiyur, Chennai – 600041

Telephone: +91 04466762400 | Website: www.samunnati.com | Email: secretarial@samunnati.com

CIN: U65990TN2014PTC096252 | PAN: AAUCS6880M | Fax: NA

Company Secretary & Compliance Officer: S Arun Kumar

Telephone Number: +91 04466762400, Email: arunkumar.sridharan@samunnati.com

Group CFO: Mr. Anand Subramaniam, Telephone Number: 044-66762400 Email: anand.subramaniam@samunnati.com

Promoter(s): Mr. Anil Kumar S G; Telephone Number: 044-66762400 Email: anil.sg@samunnati.com

THIS KEY INFORMATION DOCUMENT (“KID” OR “KEY INFORMATION DOCUMENT”) IS IN RELATION TO THE ISSUE OF 2,000 (TWO THOUSAND) SENIOR, SECURED, LISTED, RATED, TRANSFERABLE, REDEEMABLE, NON-CONVERTIBLE DEBENTURES OF A FACE VALUE OF INR 1,00,000/- (INDIAN RUPEES ONE LAKH ONLY) EACH AGGREGATING TO INR 20,00,00,000/- (INDIAN RUPEES TWENTY CRORE ONLY) (“DEBENTURES” / “NCDS”) BY WAY OF PRIVATE PLACEMENT (“THE ISSUE”).

This KID is issued under General Information Document dated 9th February 2024 having reference no. GID- 01/2024, for the issuance of non-convertible securities for an amount not exceeding the maximum borrowing limit of the Issuer as permitted by the shareholders of the Company under Section 42 of the Companies Act, 2013 vide its resolution dated 20th March 2024. All the terms, conditions, information and stipulations contained in the General Information Document are incorporated herein. This KID and Private Placement Offer Letter must be read in conjunction with the General Information Document. All capitalized terms used but not defined herein shall have the meaning ascribed to them in the General Information Document.

Type of Placement Memorandum: Key Information Document for Private Placement prepared as per Regulation 45(1), Regulation 50A(1) read with Schedule I of SEBI NCS Regulations.

Date : June 24, 2024

This Key Information Document contains relevant information and disclosures required for issue of the Debentures. The issue of the Debentures comprised in the Issue and described under this Key Information Document has been authorised by the Issuer through resolutions passed by the board of directors of the Issuer through resolutions passed by the shareholders of the Issuer dated March 20, 2024, the Board of Directors of the Issuer dated January 23, 2024, and the Finance Committee of the Board of Directors of the issuer dated June 24, 2024 and the Memorandum and Articles of Association of the Company. Pursuant to the resolution passed by the Company’s shareholders dated March 20, 2024 in accordance with provisions of the Companies Act, 2013, the Company has been authorised to raise funds, by way of issuance of non-convertible debentures, upon such terms and conditions as the Board may think fit.

This Issue does not form part of non-equity Tier-II / regulatory capital mentioned under Chapter V of the NCS Listing Regulations, and the Issuer hereby confirms that Chapter V of the NCS Listing Regulations is not applicable to the present Issue. The face value of each Debenture issued on private placement basis under this Issue shall be INR 1,00,000/- (Indian Rupees One Lakh).

CREDIT RATING

The Debentures have been rated “BBB/ Stable” by **Crisil Ratings Ltd** vide its letter dated **21st June 2024**. Instruments with this rating are considered to have an adequate degree of safety regarding timely service of financial obligations. Such instruments carry moderate credit risk. The above ratings are not a recommendation to buy, sell or hold securities and 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. Please refer to **Annexure B** of this Key Information Document for rationale for the above rating, the press release for the same can also be accessed at the following link:

<https://www.crisilratings.com/content/crisil/en/home/our-businesses/ratings/company-factsheet.SFISPL.html>

LISTING

The Debentures offered through this Key Information Document are initially proposed to be listed on the Wholesale Debt Market (“WDM”) Segment of the [BSE Limited] (“BSE” / the “Stock Exchange”). The Issuer, with prior notice to the Debenture Trustee and the NCD Holders, may get the Debentures listed on other material stock exchanges as it deems fit, subject to the Debenture Trust Deed. The Issuer shall comply with the requirements of the listing agreement to the extent applicable to it on a continuous basis.

ISSUE SCHEDULE				
ISSUE OPENING DATE	ISSUE CLOSING DATE	ISSUE EARLIEST CLOSING DATE	PAY-IN DATE	DEEMED DATE OF ALLOTMENT
June 26, 2024	June 26, 2024	June 26, 2024	June 27, 2024	June 27, 2024

Arranger: Not Applicable

Eligible Investors: As provided in Section 2.47 (Summary of the Terms of the Issue) of this Key Information Document.

Details about Underwriting: Not Applicable

COUPON	COUPON PAYMENT FREQUENCY	REDEMPTION DATE	REDEMPTION AMOUNT
8.25% per annum payable every months	Every Month	December 27, 2025	Each Debenture shall be redeemed at par

The Issue shall be subject to the provisions of the Companies Act, the Memorandum and Articles of Association of the Issuer, the terms and conditions of the General Information Document, this Key Information Document filed with the BSE, the Application Form, and other terms and conditions as may be incorporated in the Debenture Trust Deed and other documents in relation to each such Issue.

THIS KEY INFORMATION DOCUMENT CONSTITUTES A PRIVATE PLACEMENT OFFER LETTER AND ALSO INCORPORATES DISCLOSURES REQUIRED UNDER FORM PAS-4 OF THE COMPANIES (PROSPECTUS AND ALLOTMENT OF SECURITIES) RULES, 2014.

FURTHER ISSUANCES

The Issuer reserves the right to make multiple issuances under the same ISIN. Any such issue can be made either by way of creation of a fresh ISIN or by way of issuance under an existing ISIN at premium/par/discount as the case may be.

DETAILS OF INTERMEDIARIES

DEBENTURE TRUSTEE TO THE ISSUE	CREDIT RATING AGENCIES
<p><i>Debenture Trustee</i></p>  <p>CATALYST Believe in Yourself... Trust Us!</p>	<p><i>Credit Rating Agency</i></p>  <p>CRISIL An S&P Global Company</p>
<p>Catalyst Trusteeship Limited Address: GDA House, Plot No. 85, Bhusari Colony (Right), Paud Road, Pune - 411038 Corporate Address: Catalyst Trusteeship Limited No-901, 9th Floor, Tower-B, Peninsula Business Park, Senapati Bapat Marg, Lower Parel (W), Mumbai-400013 Tel No: +91 22 4922 0555 Email: ComplianceCTL-Mumbai@ctltrustee.co Contact Person: Mr. Umesh Salvi, Managing Director CIN : U74999PN1997PLC110262</p>	<p>Address: CRISIL House, Central Avenue, Hiranandani Business Park, Powai, Mumbai – 400076, India Tel No. +91 22 3342 3000 Contact Person: Prashant Compliance Officer: Prashant Email: prashant.mane@crisil.com Website: www.crisilrating.com</p>

Statutory Auditors	
PKF Sridhar & Santhanam LLP	BSE Limited
	
Address: KRD GEE GEE Crystal, 7th Floor, 91-92, Dr. Radhakrishnan Salai, Mylapore, Chennai 600 004. Website: http://www.pkfindia.in/index.html Email address: admin@pkfindia.in Telephone Number: (+91) 44 28112985 Contact Person: CA Devi Arjun Peer Review No. 014539	Address: Phiroze Jeejeebhoy Towers, Dalal Street, Mumbai- 400001 Phone No.: + 91-22-22721233/ +91 22 2272 8321 Fax No.: +91 022 22721919 E-mail: is@bseindia.com ; corp.comm@bseindia.com , ketan.mehta@bseindia.com CIN: L67120MH2005PLC155188
REGISTRAR TO THE ISSUE	
Integrated Registry Management Services Private Limited	
 Integrated since 1974 Investments Simplified	
Address: 2 nd Floor, "Kences Towers", Ramakrishna Street, North Usman Road, T. Nagar, Chennai - 600 017 Tel No. +91 99401-64773 Email: corpserv@integratedindia.in / Yuvaraj@integratedindia.in Contact Person: Yuvaraj SEBI Registration Number: INR000000544 CIN: U74900TN2015PTC101466 Website: https://www.integratedindia.in/	

Issuer's Absolute Responsibility
<i>The Issuer, having made all reasonable inquiries, accepts responsibility for and confirms that this Key Information Document contains all information with regard to the Issuer and the Issue which is material in the context of the Debentures, that the information contained in this Key Information Document is true and correct in all material aspects and is not misleading, that the opinions and intentions expressed herein are honestly stated and that there are no other facts, the omission of which make this Key Information Document as a whole or any of such information or the expression of any such opinions or intentions misleading.</i>

ELECTRONIC BOOK MECHANISM AND DETAILS PERTAINING TO THE UPLOADING THE PLACEMENT MEMORANDUM ON THE ELECTRONIC BOOK PROVIDER PLATFORM.

The Issue shall be open for bidding and subscribed to in accordance with the guidelines issued by SEBI and EBP pertaining to the procedure of Electronic Book Mechanism set out in the Electronic Book Mechanism Guidelines

Details of size of issue and green shoe option, if any Provided that the green shoe portion shall not exceed five times the base issue size	Up to 2,000 (Two Thousand) senior, secured, listed, rated, transferable, redeemable, non-convertible debentures each having a face value of INR 1,00,000 aggregating to INR 20,00,00,000 (Indian Rupees Twenty Crores Only)
Anchor Portion details	No

Interest Rate Parameter	Fixed
Bid opening date	June 26, 2024
Bid Closing Date	June 26, 2024
Minimum Bid lot	Rs.1,00,00,000/- (Rupees One Crore only) and in multiples of Rs.1,00,000/- (Rupees One Lakh only) thereafter
Manner of bidding in the Issue	Open
Manner of allotment in the Issue	The allotment will be done on Uniform Yield basis in accordance with EBP Guidelines.
Manner of settlement in the Issue	ICCL
Trading Lot Size	1 (One) Debenture and in multiple of 1 (One) Debenture thereafter
Anchor Portion and Anchor Investors	Not Applicable
Settlement cycle	T+1
Listing Period	T+3; where T refers to the date of bid opening date / issue opening date

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I. DISCLAIMER CLAUSE:

THIS KEY INFORMATION DOCUMENT READ TOGETHER WITH THE GENERAL INFORMATION DOCUMENT ISSUED BY ISSUER ON 9th FEBRUARY 2024 (TOGETHER, THE "**OFFER DOCUMENTS**") PREPARED UNDER SEBI NCS REGULATIONS READ WITH SEBI MASTER CIRCULAR AND THE PRIVATE PLACEMENT OFFER LETTER – PAS 4 PURSUANT TO SECTION 42 OF THE COMPANIES ACT, 2013 READ WITH RULE 14(1) OF THE COMPANIES (PROSPECTUS AND ALLOTMENT OF SECURITIES) RULES, 2014, EACH AS AMENDED FROM TIME TO TIME, FOR PRIVATE PLACEMENT OF THE DEBENTURES, IS NEITHER A PROSPECTUS NOR A STATEMENT IN LIEU OF PROSPECTUS. THE KEY INFORMATION DOCUMENT DOES NOT CONSTITUTE AN OFFER DOCUMENT ON A STANDALONE BASIS AND SHALL BE READ IN CONJUNCTION WITH THE GENERAL INFORMATION DOCUMENT FILED WITH THE STOCK EXCHANGE IN RELATION TO THE ISSUE OF DEBENTURES. IN CASE OF ANY REPUGNANCY, INCONSISTENCY OR CONFLICT BETWEEN THE TERMS AND CONDITIONS STIPULATED IN THE KEY INFORMATION DOCUMENT ON ONE HAND, AND THE TERMS AND CONDITIONS IN THE GENERAL INFORMATION DOCUMENT (AND NECESSARY ADDENDUMS TO THE GENERAL INFORMATION DOCUMENT) ON THE OTHER, THE PROVISIONS CONTAINED IN THE KEY INFORMATION DOCUMENT SHALL PREVAIL OVER AND OVERRIDE THE PROVISIONS OF THE GENERAL INFORMATION DOCUMENT (AND NECESSARY ADDENDUMS TO THE GENERAL INFORMATION DOCUMENT) FOR ALL INTENTS AND PURPOSES. THE OFFER DOCUMENTS DO NOT CONSTITUTE AN OFFER TO THE PUBLIC GENERALLY TO SUBSCRIBE FOR OR OTHERWISE ACQUIRE THE DEBT SECURITIES TO BE ISSUED BY THE ISSUER. THIS IS ONLY AN INFORMATION BROCHURE INTENDED FOR PRIVATE USE. THE OFFER DOCUMENTS DO NOT CONSTITUTE AN OFFER TO THE PUBLIC GENERALLY TO SUBSCRIBE FOR OR OTHERWISE ACQUIRE THE DEBENTURES TO BE ISSUED BY THE ISSUER. THE OFFER DOCUMENTS ARE FOR THE EXCLUSIVE USE OF THE INSTITUTIONS TO WHOM IT IS DELIVERED, AND IT SHOULD NOT BE CIRCULATED OR DISTRIBUTED TO THIRD PARTY(IES).

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THE ISSUE OF NCDS WILL BE STRICTLY ON A PRIVATE PLACEMENT BASIS. THIS KEY INFORMATION DOCUMENT HAS BEEN PREPARED IN CONFORMITY WITH THE SEBI NCS REGULATIONS, THE COMPANIES ACT AND FORM PAS-4 OF THE COMPANIES (PROSPECTUS AND ALLOTMENT OF SECURITIES) RULES, 2014, EACH AS AMENDED. THIS KEY INFORMATION DOCUMENT IS NOT INTENDED TO BE CIRCULATED TO MORE THAN 200 (TWO HUNDRED) INVESTORS IN ANY FINANCIAL YEAR, AS ELIGIBLE UNDER THE LAWS OF INDIA TO INVEST IN THESE DEBENTURES ("**ELIGIBLE INVESTORS**"). MULTIPLE COPIES HEREOF GIVEN TO THE SAME ENTITY SHALL BE DEEMED TO BE GIVEN TO THE SAME PERSON AND SHALL BE TREATED AS SUCH. IT DOES NOT CONSTITUTE AND SHALL NOT BE DEEMED TO CONSTITUTE AN OFFER OR AN INVITATION TO SUBSCRIBE TO THE DEBENTURES ISSUED TO THE PUBLIC IN GENERAL. APART FROM THE GENERAL INFORMATION DOCUMENT AND THIS KEY INFORMATION DOCUMENT, NO OFFER DOCUMENT OR PROSPECTUS HAS BEEN PREPARED IN CONNECTION WITH THE OFFERING OF THIS ISSUE OR IN RELATION TO THE ISSUER NOR IS SUCH A PROSPECTUS REQUIRED TO BE REGISTERED UNDER THE APPLICABLE LAWS. ACCORDINGLY, THE GENERAL INFORMATION DOCUMENT AND THIS KEY INFORMATION DOCUMENT HAS NEITHER BEEN DELIVERED FOR REGISTRATION NOR IS IT INTENDED TO BE REGISTERED.

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DOCUMENT NOR THIS KEY INFORMATION DOCUMENT NOR ANY OTHER INFORMATION SUPPLIED IN CONNECTION WITH THE DEBENTURES IS INTENDED TO PROVIDE THE BASIS OF ANY CREDIT OR OTHER EVALUATION NOR SHOULD ANY RECIPIENT OF THIS KEY INFORMATION DOCUMENT (READ WITH THE GENERAL INFORMATION DOCUMENT) CONSIDER SUCH RECEIPT A RECOMMENDATION TO PURCHASE ANY DEBENTURES. EACH INVESTOR CONTEMPLATING THE PURCHASE OF ANY DEBENTURES SHOULD MAKE HIS OWN INDEPENDENT INVESTIGATION OF THE FINANCIAL CONDITION AND AFFAIRS OF THE ISSUER, AND HIS OWN APPRAISAL OF THE CREDITWORTHINESS OF THE ISSUER. POTENTIAL INVESTORS SHOULD CONSULT THEIR OWN FINANCIAL, LEGAL, TAX AND OTHER PROFESSIONAL ADVISORS AS TO THE RISKS AND INVESTMENT CONSIDERATIONS ARISING FROM AN INVESTMENT IN THE DEBENTURES AND SHOULD POSSESS THE APPROPRIATE RESOURCES TO ANALYSE SUCH INVESTMENT AND THE SUITABILITY OF SUCH INVESTMENT TO SUCH INVESTOR'S PARTICULAR CIRCUMSTANCES. IT IS THE RESPONSIBILITY OF INVESTORS TO ALSO ENSURE THAT THEY WILL SUBSCRIBE TO AND SELL THESE DEBENTURES IN STRICT ACCORDANCE WITH THE GENERAL INFORMATION DOCUMENT AND THIS KEY INFORMATION DOCUMENT, AND OTHER APPLICABLE LAWS, SO THAT THE SALE DOES NOT CONSTITUTE AN OFFER TO THE PUBLIC WITHIN THE MEANING OF THE COMPANIES ACT. NONE OF THE INTERMEDIARIES OR THEIR AGENTS OR ADVISORS ASSOCIATED WITH THIS ISSUE UNDERTAKE TO REVIEW THE FINANCIAL CONDITION OR AFFAIRS OF THE ISSUER DURING THE LIFE OF THE ARRANGEMENTS CONTEMPLATED BY THE GENERAL INFORMATION DOCUMENT AND THIS KEY INFORMATION DOCUMENT OR HAVE ANY RESPONSIBILITY TO ADVISE ANY INVESTOR OR POTENTIAL INVESTOR IN THE DEBENTURES OF ANY INFORMATION AVAILABLE WITH OR SUBSEQUENTLY COMING TO THE ATTENTION OF THE INTERMEDIARIES, AGENTS OR ADVISORS.

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- SUCH PERSON HAS NOT RELIED ON ANY INTERMEDIARY THAT MAY BE ASSOCIATED WITH ISSUANCE OF THE DEBENTURES IN CONNECTION WITH ITS INVESTIGATION OF THE ACCURACY OF SUCH INFORMATION OR ITS INVESTMENT DECISION.

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IN THE EVENT OF CONFLICT BETWEEN THE PROVISIONS OF THE GENERAL INFORMATION DOCUMENT, THIS KEY INFORMATION DOCUMENT AND/OR THE DEBENTURE TRUST DEED (TO BE EXECUTED BETWEEN THE ISSUER AND THE DEBENTURE TRUSTEE INTER ALIA RECORDING THE TERMS AND CONDITIONS UPON WHICH THE DEBENTURES ARE BEING ISSUED BY THE ISSUER), AS APPLICABLE: (A) THE TERMS OF THE DEBENTURE TRUST DEED SHALL PREVAIL OVER THIS KEY INFORMATION DOCUMENT AND THE GENERAL INFORMATION DOCUMENT; AND (B) THE TERMS OF THIS KEY INFORMATION DOCUMENT SHALL PREVAIL OVER THE GENERAL INFORMATION DOCUMENT.

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IT IS DECLARED THAT NOTHING CONTAINED IN CLAUSE 3.3.41(A) TO (D) OF DISCLOSURE IN SCHEDULE I OF THE SEBI NCS REGULATIONS APPLIES IN THIS CASE FOR THE ISSUE

Applicable.

DISCLAIMER OF THE ARRANGERS:

THE ARRANGER IS AUTHORIZED TO DELIVER COPIES OF THIS KEY INFORMATION DOCUMENTS ON BEHALF OF THE ISSUER TO ELIGIBLE INVESTORS.

THE ISSUER HAS AUTHORISED EACH OF THE ARRANGERS TO DISTRIBUTE THIS KEY INFORMATION DOCUMENT (READ WITH THE GENERAL INFORMATION DOCUMENT) IN CONNECTION WITH THE DEBENTURES PROPOSED TO BE ISSUED BY THE ISSUER. NOTHING IN THIS KEY INFORMATION DOCUMENT (READ WITH THE GENERAL INFORMATION DOCUMENT) CONSTITUTES AN OFFER OF SECURITIES FOR SALE IN ANY OTHER JURISDICTION, OTHER THAN INDIA, WHERE SUCH OFFER OR PLACEMENT WOULD BE IN VIOLATION OF ANY LAW, RULE OR REGULATION.

THE ISSUER HAS PREPARED THIS KEY INFORMATION DOCUMENT (READ WITH THE GENERAL INFORMATION DOCUMENT) AND THE ISSUER IS SOLELY RESPONSIBLE FOR ITS CONTENTS AND THE TRUTH, ACCURACY AND COMPLETENESS OF ALL THE INFORMATION PROVIDED IN THIS KEY INFORMATION DOCUMENT (READ WITH THE GENERAL INFORMATION DOCUMENT). NEITHER ARE THE ARRANGERS RESPONSIBLE FOR PREPARING, CLEARING, APPROVING, SCRUTINIZING OR VETTING THIS KEY INFORMATION DOCUMENT (READ WITH THE GENERAL INFORMATION DOCUMENT), NOR ARE THE ARRANGERS RESPONSIBLE FOR THE DUE DILIGENCE OR FOR VERIFICATION OF THE ACCURACY, TRUTH, CORRECTNESS, RELIABILITY, FAIRNESS OR COMPLETENESS OF THE CONTENTS OF THIS KEY INFORMATION DOCUMENT (READ WITH THE GENERAL INFORMATION DOCUMENT). THE ISSUER WILL COMPLY WITH ALL LAWS, RULES AND REGULATIONS AND HAS OBTAINED ALL REGULATORY, GOVERNMENTAL AND CORPORATE APPROVALS FOR THE ISSUANCE OF THE DEBENTURES. ALL THE INFORMATION CONTAINED IN THIS KEY INFORMATION DOCUMENT (READ WITH THE GENERAL INFORMATION DOCUMENT) HAS BEEN PROVIDED BY THE ISSUER OR IS FROM PUBLICLY AVAILABLE INFORMATION, AND SUCH INFORMATION HAS NOT BEEN INDEPENDENTLY VERIFIED BY THE ARRANGER(S). NO REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, IS OR WILL BE MADE, AND NO RESPONSIBILITY OR LIABILITY IS OR WILL BE ACCEPTED, BY THE ARRANGER(S) OR ITS AFFILIATES FOR THE ACCURACY, COMPLETENESS, RELIABILITY, CORRECTNESS OR FAIRNESS OF THIS KEY INFORMATION DOCUMENT (READ WITH THE GENERAL INFORMATION DOCUMENT) OR ANY OF THE INFORMATION OR OPINIONS CONTAINED THEREIN, AND THE ARRANGER(S) HEREBY EXPRESSLY DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RESPONSIBILITY FOR THE CONTENTS OF THIS KEY INFORMATION DOCUMENT (READ WITH THE GENERAL INFORMATION DOCUMENT) AND ANY LIABILITY, WHETHER ARISING IN TORT OR CONTRACT OR OTHERWISE, RELATING TO OR RESULTING FROM THIS KEY INFORMATION DOCUMENT (READ WITH THE GENERAL INFORMATION DOCUMENT) OR ANY INFORMATION OR ERRORS CONTAINED THEREIN OR ANY OMISSIONS THEREFROM. BY ACCEPTING THIS KEY INFORMATION DOCUMENT (READ WITH THE GENERAL INFORMATION DOCUMENT), EACH ELIGIBLE PARTICIPANT AGREES THAT THE ARRANGER(S) WILL NOT HAVE ANY SUCH LIABILITY.

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DISTRIBUTION OF THIS KEY INFORMATION DOCUMENT (READ WITH THE GENERAL INFORMATION DOCUMENT) DOES NOT CONSTITUTE A REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED BY THE ARRANGERS THAT THE INFORMATION AND OPINIONS HEREIN WILL BE UPDATED AT ANY TIME AFTER THE DATE OF THIS KEY INFORMATION DOCUMENT (READ WITH THE GENERAL INFORMATION DOCUMENT). THE ARRANGERS DO NOT UNDERTAKE TO NOTIFY ANY RECIPIENT OF THIS KEY INFORMATION DOCUMENT (READ WITH THE GENERAL INFORMATION DOCUMENT) OF ANY INFORMATION COMING TO THE ATTENTION OF THE ARRANGERS AFTER THE DATE OF THIS KEY INFORMATION DOCUMENT (READ WITH THE GENERAL INFORMATION DOCUMENT). NO RESPONSIBILITY OR LIABILITY OR DUTY OF CARE IS OR WILL BE ACCEPTED BY THE ARRANGERS FOR UPDATING OR SUPPLEMENTING THIS KEY INFORMATION DOCUMENT (READ WITH THE GENERAL INFORMATION DOCUMENT) NOR FOR PROVIDING ACCESS TO ANY ADDITIONAL INFORMATION AS FURTHER INFORMATION BECOMES AVAILABLE.

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IT IS HEREBY DECLARED THAT THE ISSUER HAS EXERCISED DUE DILIGENCE TO ENSURE COMPLETE COMPLIANCE OF PRESCRIBED DISCLOSURE NORMS IN THIS KEY INFORMATION DOCUMENT (READ WITH THE GENERAL INFORMATION DOCUMENT). EACH PERSON RECEIVING THIS KEY INFORMATION DOCUMENT (READ WITH THE GENERAL INFORMATION DOCUMENT) ACKNOWLEDGES THAT SUCH PERSON HAS NOT RELIED ON THE ARRANGERS, NOR ANY PERSON AFFILIATED WITH THE ARRANGERS, IN CONNECTION WITH ITS INVESTIGATION OF THE ACCURACY OF SUCH INFORMATION OR ITS INVESTMENT DECISION, AND EACH SUCH PERSON MUST RELY ON ITS OWN EXAMINATION OF THE ISSUER AND THE MERITS AND RISKS INVOLVED IN INVESTING IN THE DEBENTURES. THE ARRANGERS: (A) HAVE NO OBLIGATIONS OF ANY KIND TO ANY INVITED ELIGIBLE INVESTOR UNDER OR IN CONNECTION WITH ANY TRANSACTION DOCUMENTS; (B) ARE NOT ACTING AS TRUSTEE OR FIDUCIARY FOR THE ELIGIBLE INVESTORS OR ANY OTHER PERSON; AND (C) ARE UNDER NO OBLIGATION TO CONDUCT ANY "KNOW YOUR CUSTOMER" OR OTHER PROCEDURES IN RELATION TO ANY PERSON ON BEHALF OF ANY ELIGIBLE INVESTOR. NEITHER THE ARRANGERS NOR THEIR AFFILIATES NOR THE RESPECTIVE OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AGENTS, ADVISORS OR REPRESENTATIVES ARE RESPONSIBLE FOR: (A) THE ADEQUACY, ACCURACY, COMPLETENESS AND/ OR USE OF ANY INFORMATION (WHETHER ORAL OR WRITTEN) SUPPLIED BY THE ISSUER OR ANY OTHER PERSON IN OR IN CONNECTION WITH ANY TRANSACTION DOCUMENT INCLUDING THE GENERAL INFORMATION DOCUMENT AND THIS KEY INFORMATION DOCUMENT; (B) THE LEGALITY, VALIDITY, EFFECTIVENESS, ADEQUACY OR ENFORCEABILITY OF ANY TRANSACTION DOCUMENT OR ANY OTHER AGREEMENT, ARRANGEMENT OR DOCUMENT ENTERED INTO, MADE OR EXECUTED IN ANTICIPATION OF OR IN CONNECTION WITH ANY TRANSACTION DOCUMENT; OR (C) ANY DETERMINATION AS TO WHETHER ANY INFORMATION PROVIDED OR TO BE PROVIDED IS NON-PUBLIC INFORMATION THE USE OF WHICH MAY BE REGULATED OR PROHIBITED BY APPLICABLE LAW OR REGULATION RELATING TO INSIDER DEALING OR OTHERWISE.

EACH ARRANGER IS ACTING FOR THE ISSUER IN RELATION TO THE ISSUE OF THE DEBENTURES AND NOT ON BEHALF OF THE RECIPIENTS OF THIS KEY INFORMATION DOCUMENT (READ WITH THE GENERAL INFORMATION DOCUMENT). THE RECEIPT OF THIS KEY INFORMATION DOCUMENT (READ WITH THE GENERAL INFORMATION DOCUMENT) BY ANY RECIPIENT IS NOT TO BE CONSTITUTED AS THE GIVING OF ANY INVESTMENT, LEGAL, ACCOUNTING, REGULATORY OR TAX ADVICE BY THE ARRANGERS TO THAT RECIPIENT, NOR TO CONSTITUTE SUCH A RECIPIENT, A CUSTOMER OF THE ARRANGERS. THE ARRANGERS DO NOT UNDERTAKE TO NOTIFY ANY RECIPIENT OF ANY INFORMATION COMING TO THE ATTENTION OF THE ARRANGERS AFTER THE DATE OF THIS KEY INFORMATION DOCUMENT (READ WITH THE GENERAL INFORMATION DOCUMENT). THIS KEY INFORMATION DOCUMENT (READ WITH THE GENERAL INFORMATION DOCUMENT) IS NOT INTENDED TO BE THE BASIS OF ANY CREDIT ANALYSIS OR OTHER EVALUATION AND SHOULD NOT BE CONSIDERED AS A RECOMMENDATION BY THE ARRANGERS OR ANY OTHER PERSON THAT ANY RECIPIENT PARTICIPATES IN THE ISSUE OR ADVICE OF ANY SORT.

BY ACCEPTING THIS KEY INFORMATION DOCUMENT (READ WITH THE GENERAL INFORMATION DOCUMENT), EACH ELIGIBLE INVESTOR AGREES THAT THE ARRANGERS OR ANY OF THEIR RESPECTIVE DIRECTORS, EMPLOYEES, AFFILIATES OR REPRESENTATIVES DO NOT ACCEPT ANY RESPONSIBILITY AND/OR LIABILITY FOR ANY LOSS OR DAMAGE ARISING OF WHATEVER NATURE AND EXTENT IN CONNECTION WITH THE USE OF ANY OF THE INFORMATION CONTAINED IN THIS KEY INFORMATION DOCUMENT (READ WITH THE GENERAL INFORMATION DOCUMENT).

EACH RECIPIENT OF THIS KEY INFORMATION DOCUMENT (READ WITH THE GENERAL INFORMATION DOCUMENT) ACKNOWLEDGES THAT:

- EACH RECIPIENT HAS BEEN AFFORDED AN OPPORTUNITY TO REQUEST AND TO REVIEW AND HAS RECEIVED ALL ADDITIONAL INFORMATION CONSIDERED BY THE RECIPIENT TO BE NECESSARY TO VERIFY THE ACCURACY OF OR TO SUPPLEMENT THE INFORMATION CONTAINED HEREIN AND IN THE GENERAL INFORMATION DOCUMENT; AND
- SUCH RECIPIENT HAS NOT RELIED ON THE ARRANGERS IN CONNECTION WITH ITS INVESTIGATION OF THE ACCURACY OF SUCH INFORMATION OR ITS INVESTMENT DECISION.

STOCK EXCHANGE DISCLAIMER CLAUSE: AS REQUIRED, A COPY OF THE GENERAL INFORMATION DOCUMENT AND THIS KEY INFORMATION DOCUMENT HAS BEEN FILED WITH THE STOCK EXCHANGE PURSUANT TO THE SEBI NCS REGULATIONS. IT IS TO BE DISTINCTLY UNDERSTOOD THAT FILING OF THE GENERAL INFORMATION DOCUMENT AND THIS KEY INFORMATION DOCUMENT WITH THE STOCK EXCHANGE SHOULD NOT, IN ANY WAY, BE DEEMED OR CONSTRUED THAT THE SAME HAS BEEN CLEARED OR APPROVED BY THE STOCK EXCHANGE. THE STOCK EXCHANGE DOES NOT TAKE ANY RESPONSIBILITY EITHER FOR THE FINANCIAL SOUNDNESS OF ANY SCHEME OR THE PROJECT FOR WHICH THE ISSUE IS PROPOSED TO BE MADE, OR FOR THE CORRECTNESS OF THE STATEMENTS MADE OR OPINIONS EXPRESSED IN THE GENERAL INFORMATION DOCUMENT AND THIS KEY INFORMATION DOCUMENT.

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DISCLAIMER FROM THE ISSUER: THE ISSUER ACCEPTS NO RESPONSIBILITY FOR THE STATEMENTS MADE OTHERWISE THAN IN THE GENERAL INFORMATION DOCUMENT, THIS KEY INFORMATION DOCUMENT OR IN ANY OTHER MATERIAL ISSUED BY OR AT THE INSTANCE OF THE ISSUER, AND THAT ANYONE PLACING RELIANCE ON ANY OTHER SOURCE OF INFORMATION WOULD BE DOING SO AT THEIR OWN RISK.

DISCLAIMER IN RESPECT OF JURISDICTION: THE LAWS OF INDIA WILL GOVERN AND BE USED TO CONSTRUE THE GENERAL INFORMATION DOCUMENT, THIS KEY INFORMATION DOCUMENT AND THE NCDS. NOTHING IN THIS KEY INFORMATION DOCUMENT (READ WITH THE GENERAL INFORMATION DOCUMENT)

CONSTITUTES AN OFFER OF SECURITIES FOR SALE IN ANY OTHER JURISDICTION, OTHER THAN INDIA, WHERE SUCH OFFER OR PLACEMENT WOULD BE IN VIOLATION OF ANY LAW, RULE OR REGULATION.

DISCLAIMER OF THE RESERVE BANK OF INDIA: THE NCS HAVE NOT BEEN RECOMMENDED OR APPROVED BY THE RBI NOR DOES RBI GUARANTEE THE ACCURACY OR ADEQUACY OF THE OFFER DOCUMENTS. IT IS TO BE DISTINCTLY UNDERSTOOD THAT THE OFFER DOCUMENTS SHOULD NOT, IN ANY WAY, BE DEEMED OR CONSTRUED THAT THE NCS HAVE BEEN RECOMMENDED FOR INVESTMENT BY THE RBI. THE RBI DOES NOT TAKE ANY RESPONSIBILITY EITHER FOR THE FINANCIAL SOUNDNESS OF THE ISSUER, OR THE NCS BEING ISSUED BY THE ISSUER OR FOR THE CORRECTNESS OF THE STATEMENTS MADE OR OPINIONS EXPRESSED IN THE OFFER DOCUMENTS. POTENTIAL INVESTORS MAY MAKE INVESTMENT DECISION IN THE NCS OFFERED IN TERMS OF THE OFFER DOCUMENTS SOLELY ON THE BASIS OF THEIR OWN ANALYSIS AND RBI DOES NOT ACCEPT ANY RESPONSIBILITY ABOUT SERVICING/ REPAYMENT OF SUCH INVESTMENT

LISTING

The Debentures to be issued under this Key information Document (read with the General Information Document) will be listed on BSE Limited (the "Stock Exchange"). The Issuer has obtained the in-principle approval of the Stock Exchange for the listing of the Debentures, and shall make an application for listing within 3 (three) working days from the Issue Closing Date.

INVESTORS ARE ADVISED TO READ THE RISK FACTORS CAREFULLY BEFORE TAKING AN INVESTMENT DECISION IN THIS ISSUE. FOR TAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE ISSUER AND THE OFFER INCLUDING THE RISKS INVOLVED. THE DEBENTURES HAVE NOT BEEN RECOMMENDED OR APPROVED BY THE ANY REGULATORY AUTHORITY IN INDIA, INCLUDING THE SEBI NOR DOES SEBI GUARANTEE THE ACCURACY OR ADEQUACY OF THIS KEY INFORMATION DOCUMENT (READ WITH THE GENERAL INFORMATION DOCUMENT). SPECIFIC ATTENTION OF INVESTORS IS INVITED TO THE STATEMENT OF 'RISK FACTORS' GIVEN IN SECTION 1 OF THE GENERAL INFORMATION DOCUMENT AND SECTION 1 OF THIS KEY INFORMATION DOCUMENT, AS WELL AS THE SECTION TITLED 'GENERAL RISK' ON THE COVER PAGE OF THE GENERAL INFORMATION DOCUMENT.

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THE ISSUER, HAVING MADE ALL REASONABLE INQUIRIES, ACCEPTS RESPONSIBILITY FOR, AND CONFIRMS THAT THIS KEY INFORMATION DOCUMENT (READ WITH THE GENERAL INFORMATION DOCUMENT) CONTAINS ALL INFORMATION WITH REGARD TO THE ISSUER AND THE ISSUE, THAT THE INFORMATION CONTAINED IN THIS KEY INFORMATION DOCUMENT (READ WITH THE GENERAL INFORMATION DOCUMENT) IS TRUE AND CORRECT IN ALL MATERIAL ASPECTS AND IS NOT MISLEADING IN ANY MATERIAL RESPECT, THAT THE OPINIONS AND INTENTIONS EXPRESSED HEREIN AND IN THE GENERAL INFORMATION DOCUMENT ARE HONESTLY HELD AND THAT THERE ARE NO OTHER FACTS, THE OMISSION OF WHICH MAKE THIS KEY INFORMATION DOCUMENT (READ WITH THE GENERAL INFORMATION DOCUMENT) AS A WHOLE OR ANY OF SUCH INFORMATION OR THE EXPRESSION OF ANY SUCH OPINIONS OR INTENTIONS MISLEADING IN ANY MATERIAL RESPECT.

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THE ISSUER HAS NO SIDE LETTER WITH ANY NCD HOLDER EXCEPT THE ONE(S) DISCLOSED IN THE OFFER DOCUMENT/GENERAL INFORMATION DOCUMENT/KEY INFORMATION DOCUMENT. ANY COVENANTS LATER ADDED SHALL BE DISCLOSED ON THE STOCK EXCHANGE WEBSITE WHERE THE NCDs ARE LISTED.

THE ISSUER, HAVING MADE ALL REASONABLE INQUIRIES, ACCEPTS RESPONSIBILITY FOR AND CONFIRMS THAT THIS KEY INFORMATION DOCUMENT (READ WITH THE GENERAL INFORMATION DOCUMENT) CONTAINS ALL INFORMATION WITH REGARD TO THE ISSUER AND THE ISSUE WHICH IS MATERIAL IN THE CONTEXT OF THE ISSUE, THAT THE INFORMATION CONTAINED IN THIS KEY INFORMATION DOCUMENT (READ WITH THE GENERAL INFORMATION DOCUMENT) IS TRUE AND CORRECT IN ALL MATERIAL ASPECTS AND IS NOT MISLEADING, THAT THE OPINIONS AND INTENTIONS EXPRESSED HEREIN AND IN THE GENERAL INFORMATION DOCUMENT ARE HONESTLY STATED AND THAT THERE ARE NO OTHER FACTS, THE OMISSION OF WHICH MAKE THIS DOCUMENT (READ WITH THE GENERAL INFORMATION DOCUMENT) AS A WHOLE OR ANY OF SUCH INFORMATION OR THE EXPRESSION OF ANY SUCH OPINIONS OR INTENTIONS MISLEADING.

IN THE GENERAL INFORMATION DOCUMENT ARE HONESTLY STATED AND THAT THERE ARE NO OTHER FACTS, THE OMISSION OF WHICH MAKE THIS DOCUMENT (READ WITH THE GENERAL INFORMATION DOCUMENT) AS A WHOLE OR ANY OF SUCH INFORMATION OR THE EXPRESSION OF ANY SUCH OPINIONS OR INTENTIONS MISLEADING.

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INVESTMENT IN NON-CONVERTIBLE SECURITIES IS RISKY AND INVESTORS SHOULD NOT INVEST ANY FUNDS IN SUCH SECURITIES UNLESS THEY CAN AFFORD TO TAKE THE RISK ATTACHED TO SUCH INVESTMENTS. INVESTORS ARE ADVISED TO TAKE AN INFORMED DECISION AND TO READ THE RISK FACTORS CAREFULLY BEFORE INVESTING IN THIS OFFERING. FOR TAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR EXAMINATION OF THE ISSUE INCLUDING THE RISKS INVOLVED IN IT. SPECIFIC ATTENTION OF INVESTORS IS INVITED TO STATEMENT OF RISK FACTORS CONTAINED UNDER **SECTION 1** OF THE GENERAL INFORMATION DOCUMENT AND **SECTION 1** OF THIS KEY INFORMATION DOCUMENT. THESE RISKS ARE NOT, AND ARE NOT INTENDED TO BE, A COMPLETE LIST OF ALL RISKS AND CONSIDERATIONS RELEVANT TO THE NON-CONVERTIBLE SECURITIES OR INVESTOR'S DECISION TO PURCHASE SUCH SECURITIES.

DEBENTURE TRUSTEE DISCLAIMER: THE DEBENTURE TRUSTEE, "IPSO FACTO" DOES NOT HAVE THE OBLIGATIONS OF A BORROWER OR A PRINCIPAL DEBTOR OR A GUARANTOR AS TO THE MONIES PAID/INVESTED BY INVESTORS FOR THE DEBENTURES/BONDS. IT IS THE DUTY OF THE DEBENTURE TRUSTEE TO MONITOR THAT SECURITY IS MAINTAINED AS PER THE TERMS OF THE GENERAL INFORMATION DOCUMENT, THIS KEY INFORMATION DOCUMENT AND THE DEBENTURE DOCUMENTS. THE DEBENTURE TRUSTEE DOES NOT MAKE NOR DEEMS TO HAVE MADE ANY REPRESENTATION ON THE ISSUER, ITS OPERATIONS, THE DETAILS AND PROJECTIONS ABOUT THE ISSUER OR THE DEBENTURES UNDER OFFER MADE IN THE GENERAL INFORMATION DOCUMENT AND THIS KEY INFORMATION DOCUMENT. APPLICANTS / INVESTORS ARE ADVISED TO READ CAREFULLY THE GENERAL INFORMATION DOCUMENT AND THIS KEY INFORMATION DOCUMENT AND MAKE THEIR OWN ENQUIRY, CARRY OUT DUE DILIGENCE AND ANALYSIS ABOUT THE ISSUER, ITS PERFORMANCE AND PROFITABILITY AND DETAILS IN THE GENERAL INFORMATION DOCUMENT AND THIS KEY INFORMATION DOCUMENT BEFORE TAKING THEIR INVESTMENT DECISION. THE DEBENTURE TRUSTEE SHALL NOT BE RESPONSIBLE FOR THE INVESTMENT DECISION AND ITS CONSEQUENCES.

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CREDIT RATING AGENCIES DISCLAIMER CLAUSE:

THE NCDS HAVE BEEN RATED AS MENTIONED IN THE RATING LETTERS/RATIONALE FROM THE RATING AGENCIES AND THE DISCLAIMER OF EACH RATING AGENCY IS MENTIONED IN THEIR RESPECTIVE RATING LETTERS/RATIONALE PROVIDED IN **ANNEXURE B** OF THIS KEY INFORMATION DOCUMENT. IN ISSUING THEIR RATINGS, EACH RATING AGENCY MUST RELY ON THE WORK OF EXPERTS, INCLUDING INDEPENDENT AUDITORS WITH RESPECT TO FINANCIAL STATEMENTS AND ATTORNEYS WITH RESPECT TO LEGAL AND TAX MATTERS. PLEASE NOTE THAT THE RATING IS NOT A RECOMMENDATION OR SUGGESTION, DIRECTLY OR INDIRECTLY, TO YOU OR ANY OTHER PERSON, TO BUY, SELL OR HOLD NCDS AND INVESTORS SHOULD TAKE THEIR OWN DECISION. THE RATING MAY BE SUBJECT TO REVISION OR WITHDRAWAL AT ANY TIME BY THE ASSIGNING RATING AGENCY AND EACH RATING SHOULD BE EVALUATED INDEPENDENTLY OF ANY OTHER RATING. THE RATINGS OBTAINED ARE SUBJECT TO REVISION AT ANY POINT OF TIME IN THE FUTURE. THE RATING AGENCY HAS THE RIGHT TO SUSPEND, WITHDRAW THE RATING AT ANY TIME ON THE BASIS OF NEW INFORMATION, ETC. THE RATING AGENCIES SHALL NEITHER CONSTRUED TO BE NOR ACTING UNDER THE CAPACITY OR NATURE OF AN 'EXPERT' AS DEFINED UNDER SECTION 2(38) OF THE COMPANIES ACT, 2013.

NING RATING AGENCY AND EACH RATING SHOULD BE EVALUATED INDEPENDENTLY OF ANY OTHER RATING. THE RATINGS OBTAINED ARE SUBJECT TO REVISION AT ANY POINT OF TIME IN THE FUTURE. THE RATING AGENCY HAS THE RIGHT TO SUSPEND, WITHDRAW THE RATING AT ANY TIME ON THE BASIS OF NEW INFORMATION, ETC. THE RATING AGENCIES SHALL NEITHER CONSTRUED TO BE NOR ACTING UNDER THE CAPACITY OR NATURE OF AN 'EXPERT' AS DEFINED UNDER SECTION 2(38) OF THE COMPANIES ACT, 2013.

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II. DEFINITIONS AND ABBREVIATIONS

Application Form	The form used by the recipient of this KID, to apply for subscription to the Debentures, which is annexed to this KID as Annexure F .
BSE	BSE Limited
BSE-BOND EBP	EBP Platform of BSE
Debenture Trust Deed	The debenture trust deed to be executed between inter alia the Issuer and the Debenture Trustee inter alia recording the terms and conditions upon which the Debentures are being issued by the Issuer pursuant to this Key Information Document and the General Information Document.
Debenture Trustee	Catalyst Trusteeship Limited
Debentures or NCDs	2,000 (Two Thousand) senior, secured, listed, rated, transferable, redeemable, non-convertible debentures ("NCDs" or "Debentures") of INR 1,00,000/- (Indian Rupees One Lakh only) each aggregating upto INR 20,00,00,000/- (Indian Rupees Twenty Crores) to be issued by the Issuer on a private placement basis.
NCD Holder	Eligible Investor(s) who shall be the holders of the NCDs and whose names (a) appear in the register of beneficial owners maintained by the Depository pursuant to Section 11 of the Depositories Act, 1996; or (b) appear as 'debenture holders' in the register of debenture holders maintained by the Issuer pursuant to Section 88 of the Companies Act, 2013, (and shall include transferees of the NCDs from time to time, as registered with the Issuer and the Depository) and in the event of any inconsistency between sub-paragraph (a) and (b) above, sub paragraph (b) shall prevail. ncy between sub-paragraph (a) and (b) above, sub paragraph (b) shall prevail. sub-paragraph (a) and (b) above, sub paragraph (b) shall prevail.
EBP Mechanism Guidelines	Electronic Book Mechanism issued by BSE vide their Notice bearing reference number 20230417-35 dated April 17, 2023, as may be amended or replaced from time to time.
EBP Platform	Platform for issuance of NCDs on a private placement basis, established in accordance with the SEBI Master Circular, e.g. BSE-BOND EBP.
Rating Agency(ies)	Crisil Ratings Ltd or any other credit rating agency duly registered with the SEBI and approved by the Debenture Trustee.

Transaction Documents	<i>Has the meaning ascribed to such term in the Debenture Trust Deed.</i>
WDM	<i>Wholesale Debt Market of the BSE.</i>

Note: Other terms used but not defined in this Key Information Document shall have the meanings ascribed to such term in the Debenture Trust Deed and the General Information Document.

III. LIST OF DOCUMENTS TO BE FILED WITH THE STOCK EXCHANGE

List of disclosures to be filed along with the listing application to the stock exchange:

- A. The General Information Document;
- B. This Key Information Document;
- C. Due diligence certificate from the Debenture Trustee as per the format specified in **Schedule IV** of the SEBI NCS Regulations;
- D. Memorandum and Articles of Association and necessary resolution(s) for the allotment of the debt securities;
- E. Copy of the board/committee resolution authorizing the borrowing and list of authorized signatories, attached hereto as **Annexure E**;
- F. Copy of Audited Financial Statements for the Last Three Financial Years, i.e. FY 22, FY 23 and FY 24 of the Issuer, attached as **Annexure A** to the General Information Document;
- G. Statement containing particulars of, dates of, and parties to all material contracts and agreements;
- H. Reports about the business or transaction to which the proceeds of the NCDs are to be applied either directly or indirectly, if required;
- I. An undertaking from the Issuer stating that the necessary documents for the creation of the charge, including the Debenture Trust Deed, would be executed within the time frame prescribed in the relevant regulations/act/rules etc. and the same would be uploaded on the website of the Stock Exchange, where the debt securities have been listed, attached hereto as **Annexure J**;
- J. An undertaking that permission/ consent from the existing creditors for a pari passu charge being created, wherever applicable, in favour of the debenture trustee, is not required to be obtained for the proposed issue, attached hereto as **Annexure C**; and
- K. Any other particulars or documents that the recognized stock exchange may call for as it deems fit.

IV. LIST OF DOCUMENTS TO BE DISCLOSED TO THE DEBENTURE TRUSTEE

List of disclosures to be submitted to the Debenture Trustee in electronic form (soft copy) at the time of allotment of the debt securities:

- A. Memorandum and Articles of Association and necessary resolution(s) for the allotment of the debt securities;
- B. Copy of last three years' audited annual reports of the Issuer;
- C. Statement containing particulars of, dates of, and parties to all material contracts and agreements;
- D. A columnar representation of the audited financial statements (i.e. Profit & Loss statement, Balance Sheet and Cash Flow statement) both on a standalone and consolidated basis for a period of 3 (three) completed years;
- E. An undertaking to the effect that the Issuer would, till the redemption of the debt securities, submit its financial results to the Debenture Trustee in the form, manner and within the timelines as mentioned in SEBI LODR Regulations, as

amended from time to time, attached as **Annexure J** hereto. Further, the Issuer shall within 180 (one hundred and eighty) days from the end of the financial year, submit a copy of the latest annual report to the Debenture Trustee and the Debenture Trustee shall be obliged to share the details submitted under this clause with holders of the NCDs (including 'Qualified Institutional Buyers' (QIBs)) and other existing debenture-holders within 2 (two) working days of their specific request, attached as **Annexure J** hereto.

- V. **DISCLOSURE REQUIREMENTS UNDER FORM PAS-4** (Pursuant to section 42 of Companies Act, 2013 read with Rule 14(1) of Companies (Prospectus and Allotment of Securities) Rules, 2014):
Please refer to Section 3 of this Key Information Document

SECTION 1: RISK FACTORS

Investing in the NCDs involves significant risk. Investors of the NCDs should consider carefully all of the information in the General Information Document and this Key Information Document, including in particular, the risk factors discussed below. Unless the context requires otherwise, the risk factors described below apply alone to the Issuer. If any of the following risks actually occur, our business, results of operations, cash flow, financial condition and prospects could be materially and adversely affected. In addition, other risks and uncertainties not currently known to us or that we currently deem immaterial may also materially and adversely affect our business, financial condition, cash flows and results of operations. This could, in turn, affect adversely our ability to make payments on the NCDs offered hereby.

Unless specified or quantified in the relevant risk factors, the Issuer is not in a position to quantify the financial or other implications of any risk mentioned herein below.

In this section, a reference to “we”, “us”, or “our” means the Issuer, unless the context otherwise requires.

The following are the risks relating to us and the Debentures envisaged by our management. We believe that the factors described below represent the principal risks inherent in investing in the Debentures.

1. RISKS RELATING TO THE ISSUER

Please refer to Section 1 of the General Information Document

2. RISKS IN RELATION TO INVESTMENT IN THE NON-CONVERTIBLE DEBENTURES

AN INVESTMENT IN THE DEBENTURES INVOLVES RISKS. THESE RISKS MAY INCLUDE, AMONG OTHERS, EQUITY MARKET, BOND MARKET, INTEREST RATE, MARKET VOLATILITY AND ECONOMIC, POLITICAL AND REGULATORY RISKS AND ANY COMBINATION OF THESE AND OTHER RISKS. PROSPECTIVE INVESTORS SHOULD BE EXPERIENCED WITH RESPECT TO TRANSACTIONS IN INSTRUMENTS SUCH AS THE DEBENTURES. PROSPECTIVE INVESTORS SHOULD UNDERSTAND THE RISKS ASSOCIATED WITH AN INVESTMENT IN THE DEBENTURES AND SHOULD ONLY REACH AN INVESTMENT DECISION AFTER CAREFUL CONSIDERATION OF, (A) THE SUITABILITY OF AN INVESTMENT IN THE DEBENTURES IN THE LIGHT OF THEIR OWN PARTICULAR FINANCIAL, TAX AND OTHER CIRCUMSTANCES; AND (B) THE INFORMATION SET OUT IN THIS KEY INFORMATION DOCUMENT.

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

More than one risk factor may simultaneously affect the Debentures such that the effect of a particular risk factor may not be predictable. In addition, more than one risk factor may have a compounding effect which may not be predictable. No assurance can be given as to the effect that any combination of risk factors may have on the value of the Debentures.

The Debentures involve a significant degree of risk and are intended for sale only to those investors capable of understanding the risks involved in such instruments. The Debentures are complex and an investment in such a product may involve a higher risk of loss of a part of the initial investment as compared to investment in other securities unless held till Maturity Date as set out in this Placement Memorandum. Prior to investing in the Debentures, a prospective investor should ensure that such prospective investor understands the nature of all the risks associated with the investment in order to determine whether the investment is suitable for such prospective investor in light of such prospective investor's experience, objectives, financial position and other relevant circumstances. Prospective investors should independently consult with their legal, regulatory, tax, financial and/or accounting advisors to the extent the prospective investor considers necessary in order to make their own investment decisions.

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RISKS RELATING TO THE DEBENTURES

I. Changes in the interest rates may affect the price of the Debentures

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

ase in rates of interest is likely to have a negative effect on the price of the Debentures.
se in rates of interest is likely to have a negative effect on the price of the Debentures.

II. Secondary market for the Debentures may be Illiquid

It is not possible to predict if and to what extent a secondary market may develop in the Debentures or at what price the Debentures will trade in the secondary market or whether such market will be liquid or illiquid. As specified in the Placement Memorandum, an application has been made to list or quote or admit to trading the Debentures on the WSD Segment of the BSE and an in-principle approval has been obtained. If the Debentures are so listed or quoted or admitted to trading on the BSE no assurance is given that any such listing or quotation or admission to trading will be maintained. The fact that the Debentures may be so listed or quoted or admitted to trading does not necessarily lead to greater liquidity than if they were not so listed or quoted or admitted to trading.
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itted to trading.

The Issuer may, but is not obliged to, at any time purchase the Debentures at any price in the open market or by tender or private agreement. Any Debentures so purchased may be resold or surrendered for cancellation. The more limited the secondary market is, the more difficult it may be for holders of the Debentures to realize value for the Debentures prior to redemption of the Debentures.

III. Credit risk and rating downgrade risk

The Credit Rating Agency has assigned the credit rating of "BBB/ Stable" rating to the Debentures. In the event of deterioration in the financial health of the Issuer, there is a possibility that the rating agency may downgrade the rating of the Debentures. In such cases, potential investors may incur losses on revaluation of their investment or make provisions towards sub-standard/ non-performing investment as per their usual norms. The Issuer cannot guarantee that this rating will not be downgraded. Such a downgrade in the credit rating may lower the value of the Debentures and may also affect the Issuer's ability to raise further debts.
a downgrade in the credit rating may lower the value of the Debentures and may also affect the Issuer's ability to raise further debts.
a downgrade in the credit rating may lower the value of the Debentures and may also affect the Issuer's ability to raise further debts.

IV. The Debentures may not be a suitable investment for all potential Investors

Potential Investors should ensure that they understand the nature of the Debentures and the extent of their exposure to risk, that they have sufficient knowledge, experience and access to professional advisers such as legal, tax, accounting and other advisers to make their own legal, tax, accounting and financial evaluation of the merits and risks of investment in the Debentures and that they consider the suitability of the Debentures as an investment in the light of their own circumstances and financial condition.
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V. Exercise of powers by the Debenture Trustee is subject to equitable principles and supervisory powers of courts

The exercise by the Debenture Trustee of the powers and remedies conferred on it under the Debentures and this Placement Memorandum or otherwise vested in it by applicable law, will be subject to general equitable principles regarding the enforcement of security, the general supervisory powers and discretion of the Indian courts in the context thereof and the obtaining of any necessary governmental or regulatory consents, approvals, authorisations or orders.

VI. The right of the Debenture Holders to receive payments under the Debentures will be junior to certain tax and other liabilities preferred by law on an insolvency of the Issuer

The Debentures will be subordinated to certain liabilities preferred by applicable law such as claims of the Government of India on account of taxes and certain liabilities incurred in the ordinary course of the Issuer's business (including workmen's dues). Upon

an order for winding-up in India, the assets of a company are vested in a liquidator who has wide powers to liquidate such company to pay its debt and administrative expenses.

VII. Receipt of coupon or principal is subject to the credit risk of the Issuer.

Investors should be aware that the receipt of any coupon payment and principal amount at maturity is subject to the credit risk of the Issuer. Any stated credit rating of the Issuer reflects the independent opinion of the referenced rating agency as to the creditworthiness of the rated entity but is not a guarantee of credit quality of the Issuer. Any downgrading of the credit ratings of the Issuer by the rating agency may lower the value of the Debentures.

Potential Investors should be aware that receipt of the principal amount, (i.e. the redemption amount) and any other amounts that may be due in respect of the Debentures is subject to the credit risk of the Issuer. Potential Investors assume the risk that the Issuer will not be able to satisfy their obligations under the Debentures. In the event that bankruptcy proceedings or composition, scheme of arrangement or similar proceedings to avert bankruptcy are instituted by or against the Issuer, the payment of sums due on the Debentures may not be made or may be substantially reduced or delayed.

*f sums due on the Debentures may not be made or may be substantially reduced or delayed.
sums due on the Debentures may not be made or may be substantially reduced or delayed.*

The payment of the principal and coupon on the Debentures is subject to the credit risk of the Issuer whereby the investors may or may not recover all or part of the principal or coupon amount of the funds invested in case of default by the Issuer. Debenture Holders assume the risk that the Issuer will not be able to satisfy their obligations under the Debentures and may or may not recover all or part of the principal and/or coupon amount in case of default by the Issuer.

VIII. Payment of penalty

In case of outstanding debt instruments or deposits or borrowings, any default in compliance with the material covenants such as creation of security as per terms agreed, default in payment of interest, default in redemption or repayment, non-creation of debenture redemption reserve, default in payment of penal interest wherever applicable.

SECTION 2: DISCLOSURES UNDER SEBI NCS REGULATIONS

2.1. DETAILS OF PROMOTERS OF THE ISSUER

As per **Section 2** of the General Information Document.

Declaration: The Issuer confirms that the Permanent Account Number and Bank Account Number(s) of the promoters and Permanent Account Number of directors have been submitted to BSE (i.e., the stock exchange on which the Debentures are proposed to be listed), at the time of filing the draft Key Information Document.

2.2. DETAILS OF CREDIT RATING ALONG WITH LATEST PRESS RELEASE OF THE CREDIT RATING AGENCY IN RELATION TO THE ISSUE AND DECLARATION THAT THE RATING IS VALID AS ON THE DATE OF ISSUANCE AND LISTING. SUCH PRESS RELEASE SHALL NOT BE OLDER THAN SIX MONTHS FROM THE DATE OF THE OPENING THE ISSUE.

2.3. SIX MONTHS FROM THE DATE OF THE OPENING THE ISSUE.

Crisil Ratings Ltd has assigned a rating of "BBB/ Stable" rating to the Debentures, vide credit rating letter dated **June 21, 2024**. Instruments with this rating are considered to have an adequate degree of safety regarding timely service of financial obligations. Such instruments carry moderate credit risk. The rating letters from the Rating Agency is provided in **Annexure B** of this Key Information Document. The Rating Agency has also issued a press release of the credit rating in respect of the Debentures on, June 24, 2024 . The copies of the press release and the rating rationale (not older than 6 (six) months from the date of opening of the Issue) in respect of the rating for the Debentures is provided in **Annexure B** to this Key Information Document.

2.4. NAME(S) OF THE STOCK EXCHANGE(S) WHERE THE NON-CONVERTIBLE SECURITIES ARE PROPOSED TO BE LISTED AND THE DETAILS OF THEIR IN-PRINCIPLE APPROVAL FOR LISTING OBTAINED FROM THESE STOCK EXCHANGE(S).

The Debentures are proposed to be listed on the WDM of BSE. The Issuer shall comply with the requirements of the Debt Listing Agreement to the extent applicable to it on a continuous basis. The Issuer has obtained the in-principle approval for the listing of the Debentures on BSE pursuant to this Key Information Document and the General Information Document. Please refer to **Annexure G** to this Key Information Document for a copy of the in-principle approval letter dated **February 8, 2024** issued by the BSE.

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

The Issuer is required to create and maintain the recovery expenses fund with the Stock Exchange, equal to 0.01% (zero point zero one percent) of the size of the Issue, subject to the maximum balance of INR 20,00,000 (Indian Rupees Twenty Lakhs only) in accordance with the SEBI Master Circular. In this regard, please also refer to the section on "Creation of recovery expense fund" under 'Summary of the Terms of the Issue'.

2.5. ISSUE SCHEDULE

Particulars	Date
Issue opening date	June 26, 2024
Issue closing date	June 26, 2024
Pay-in Date	June 27, 2024
Deemed Date of Allotment	June 27, 2024

2.6. NAME AND ADDRESS OF THE FOLLOWING:

Issuer	Samunnati Financial Intermediation & Services Pvt Ltd.
Debenture Trustee	Debenture Trustee

	 <p>CATALYST Believe in Yourself... Trust Us!</p> <p>Address: Catalyst Trusteeship Limited No-901, 9th Floor, Tower-B, Peninsula Business Park, Senapati Bapat Marg, Lower Parel (W), Mumbai-400013</p> <p>Tel No.+91 8793221732 E-mail: mayuresh.pawar@ctltrustee.com Website: www.catalysttrustee.com Contact Person: Mayuresh Pawar</p>
Credit Rating Agency	 <p>Credit Rating Agency CRISIL An S&P Global Company</p> <p>Address: CRISIL House, Central Avenue, Hiranandani Business Park, Powai, Mumbai – 400076, India</p> <p>Tel No. +91 22 3342 3000 Contact Person: Prashant Compliance Officer: Prashant Email: prashant.mane@crisil.com Website: www.crisilrating.com</p>
Registrar to the Issue	 <p>Integrated Registry Management Services Private Limited Integrated since 1974 Investments Simplified</p> <p>Address: 2nd Floor, “Kences Towers”, Ramakrishna Street, North Usman Road, T. Nagar, Chennai – 600 017</p> <p>Tel No. +91 99401-64773 E-mail: corpserv@integratedindia.in/Yuvaraj@integratedindia.in Contact Person: Yuvaraj SEBI Registration Number: INR000000544 CIN: U74900TN2015PTC101466 Website: https://www.integratedindia.in/</p>
Legal Counsel to the Arrangers and Investors	 <p>VERIST LAW</p> <p>Name: Verist Law Address: .Empire Business Centre, 414 Senapati Bapat Marg, Lower Parel, Mumbai- 400013</p> <p>Website: www.veristlaw.in Email address: Srishti.ojha@veristlaw.com Telephone Number: 022-66907368 Contact Person: Srishti Ojha</p>

Auditors	<p>PKF Sridhar & Santhanam LLP</p>  <p>Address: KRD GEE GEE Crystal, 7th Floor, 91-92, Dr. Radhakrishnan Salai, Mylapore, Chennai 600 004. Website: http://www.pkfindia.in/index.html Email address: admin@pkfindia.in Telephone Number: (+91) 44 28112985 Contact Person: CA Devi Arjun Peer Review No. 014539</p>
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2.7. ABOUT THE ISSUER

As per **Section 2** of the General Information Document.

2.8. EXPENSES OF THE ISSUE

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

Particulars	Amount	% of total Issue expenses	% of total Issue size
Lead manager(s) fees	NA	-	-
Underwriting commission	NA	-	-
Brokerage, selling commission and upload fees	NA	-	-
Fees payable to the registrars to the Issue	6,000	4.41%	0.00%
Fees payable to the legal advisors	NA	NA	NA
Advertising and marketing expenses	NA	NA	NA
Fees payable to the regulators including stock exchanges	1,30,000	95.59%	0.04%
Expenses incurred on printing and distribution of issue stationary	NA	NA	NA
Any other fees, commission or payments under whatever nomenclature	70,00,000	3.50%	3.50%

* Amounts are approximate and computed inclusive of all taxes

2.9. FINANCIAL INFORMATION

- i. The audited financial statements (i.e. profit and loss statement, balance sheet and cash flow statement) both on a standalone and consolidated basis for a period of three completed years, which shall not be more than six months old from the date of the issue document or issue opening date, as applicable. Such financial statements shall be audited and certified by the statutory auditor(s) who holds a valid certificate issued by the Peer Review Board of the Institute of Chartered Accountants of India ("ICAI").

<https://samunnati.com/wp-content/uploads/2024/05/2024-05-28-Intimation-to-SE-Annual-Financial-Results.pdf>

- ii. However, if the issuer, being a listed REIT/listed InvIT, has been in existence for a period of less than three completed years, and historical financial statements of such REIT/InvIT are not available for some portion or the entire portion of the

reporting period of three years and the interim period, the combined financial statements shall be disclosed for the periods for which such historical financial statements are not available.

Not applicable

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

iv. .

<https://samunnati.com/wp-content/uploads/2024/05/2024-05-28-Intimation-to-SE-Annual-Financial-Results.pdf>

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

a) The issue is made on the EBP platform irrespective of the issue size; and

b) The issue is open for subscription only to Qualified Institutional Buyers.

Not applicable

vi. The above financial statements shall be accompanied with the Auditor's Report along with the requisite schedules, footnotes, summary etc.

vii. Key Operational and Financial Parameters on a consolidated basis and standalone basis

A brief overview of the financial performance of the Issuer for post three years is given below

Standalone Basis

Rs. MN

Particulars	FY 2023-24	FY 2022-23	FY 2021-22	FY 2020-21
	(Audited)	(Audited)	(Audited)	(Audited)
BALANCE SHEET				
Assets				
Property, Plant and Equipment	24.40	-	-	-
Financial Assets	19054.40	14314.23	15586.04	12624.95
Non-financial Assets excluding property, plant and equipment	889.49	1009.34	583.52	282.82
Total assets	19943.89	15323.57	16169.56	12907.77
Liabilities				
Financial Liabilities	12156.03	9663,34	10764.56	7738.13
-Derivative financial instruments				
-Trade Payables -Debt Securities				
-Borrowings (other than Debt Securities)				
-Subordinated liabilities				
-Other financial liabilities				
Non-Financial Liabilities	99.10	58.77	61.16	44.05
-Current tax liabilities (net)				
-Provisions				
-Deferred tax liabilities (net)				
-Other non-financial liabilities				
Equity (Equity Share Capital and Other Equity)	7688.76	5601.46	5343.54	5125.59

Total Liabilities and Equity	19943.89	15232.57	16169.56	12907.77
PROFIT AND LOSS				
Revenue from operations	2192.94	1972.28	1733.17	1603.86
Other income	118.56	78.99	82.73	72.97
Total Income	2311.50	2051.27	1815.90	1676.83
Total Expense	2060.01	3348.64	2631.90	1674.06
Profit after tax for the year	210.49	(983.80)	(666.19)	3.73
Other comprehensive income	(25.66)	0.66	2.07	4.11
Total comprehensive income	184.83	(983.14)	(664.12)	7.84
Earnings per equity share (Basic)	93.21	(472.61)	(325.90)	10.35
Earnings per equity share (Diluted)	88.51	(472.61)	(325.90)	1.64
Cash Flows				
Net cash from / used in(-) operating activities	(1970.63)	1995.79	(2505.23)	(2249.02)
Net cash from / used in(-) investing activities	(1123.05)	(856.99)	420.28	(631.11)
Net cash from / used in(-) financing activities	3300.95	(1193.45)	1917.69	2853.85
Net increase/decrease(-) in cash and cash equivalents	207.29	(54.65)	(167.26)	(26.28)
Cash and cash equivalents as per Cash Flow Statement as at end of the Year	1143.12	935.83	990.48	1157.74
Additional Information				
Net worth	7688.76	5,601.46	5,343.54	5,125.59
Cash and cash equivalents	1143.12	935.83	990.48	1,157.74
Loans	13810.40	10,448.04	12,481.26	9,676.19
Interest Income	2036	1884.03	1692.47	1603.86
Interest Expense	1129.32	1215.74	977.17	684.09
Impairment on Financial Instruments	158.37	1370.73	744.54	322.51

Consolidated Basis

(Rs. MN)

Particulars	FY 2023-24	FY 2022-23	FY 2021-22	FY 2020-21
	(Audited)	(Audited)	(Audited)	(Audited)
BALANCE SHEET				
Assets				
Property, Plant and Equipment	114.15	139.68	108.13	-
Financial Assets	20321.86	14740.61	16563.34	14567.79
Non-financial Assets excluding Property, Plant and Equipment	3182.20	3602.48	2582.82	425.28
Total assets	23504.06	18482.77	19254.29	14993.07
Liabilities				
Financial Liabilities	16672.83	13557.04	14186.40	9766.33
-Derivative financial instruments				
-Trade Payables				
-Other Payables				
-Debt Securities				
-Borrowings (other than Debt Securities)				
-Deposits				
-Subordinated liabilities				
-Lease liabilities				
-Other financial liabilities				

Non-Financial Liabilities	459.23	345.65	261.15	212.94
-Current tax liabilities (net)				
-Provisions				
-Deferred tax liabilities (net)				
-Other non-financial liabilities				
Equity (Equity Share Capital and Other Equity)	6372.00	4580.08	4806.74	5013.80
Non-controlling interest				
Total Liabilities and Equity	23504.06	18482.77	19254.29	14993.07
PROFIT AND LOSS				
Revenue from operations	25039.57	18774.47	22929.09	9221.95
Other income	439.81	223.25	58.08	43.88
Total Income	25479.38	18997.72	22987.14	9265.83
	17,677.94			
Total Expenses	25478.72	20885.71	24314.24	9352.22
Profit after tax for the year	(79.10)	(1465.37)	(1066.39)	(66.29)
Other comprehensive income	(31.80)	(0.73)	(1.94)	4.75
Cash flow				
Net cash from / used in(-) operating activities	(2283.89)	(715.90)	(3918.21)	(3194.30)
Net cash from / used in(-) investing activities	(597.97)	200.21	263.98	(673.50)
Net cash from / used in(-) financing activities	3240.22	595.49	3469.51	3935.33
Net increase/decrease(-) in cash and cash equivalents	358.36	79.80	(184.72)	67.53
Cash and cash equivalents as per Cash Flow Statement as at end of Half Year	1605.81	1247.45	1167.65	1352.37
Additional Information				
Net worth	6372.00	4,580.09	4,806.74	5,013.80
Cash and cash equivalents	1605.81	1,247.45	1,167.65	1,352.37
Loans	13148.63	10,153.51	11,061.68	9,220.76
Interest Income	2036	1,745.41	1,640.28	1,574.20
Interest Expense	1510.91	1,491.71	1,215.52	793.39
Impairment on Financial Instruments	158.37	1,308.96	1,006.72	396.45

Further, please see the below mentioned details:

Debt: Equity Ratio of the Issuer (both on a standalone and consolidated basis) :-

Before the issue of debt securities	1.43
After the issue of debt securities	1.47

2.10. BRIEF HISTORY OF THE ISSUER SINCE ITS INCORPORATION GIVING DETAILS OF ITS FOLLOWING ACTIVITIES:

i. Share Capital

Details of Share Capital as at last quarter ended on March 31, 2024, is given below:

Share Capital	Amount (INR) (Lakhs)
Authorised	
Equity Share Capital	75,00,000
Preference	2,30,00,000
TOTAL	3,05,00,000
Issued, Subscribed and Paid-up Share Capital	
Equity Shares	57,38,610
Preference Shares	1,99,58,490
TOTAL	2,56,97,100

ii. **Change in Capital Structure**

Change in the capital structure as on last quarter ended on March 31, 2024, for the preceding three financial years and current financial year

Date of change (AGM/ EGM)	Issued and Paid up Capital (Face Value) (Amount in Rs)	Particulars
10-02-2015 (EGM)	Equity Share Capital Rs 50,00,000/- Preference Share Capital Rs 40,00,000/-	Increase of the authorized share capital of the Company from Rs. 1,00,000/- (Rupees One Lac only) divided into 10,000 (Ten thousand) Equity shares of Rs. 10/- (Rupees ten only) each to Rs. 90,00,000/- (Rupees Ninety Lacs only) divided into 5,00,000 (Five Lacs) Equity shares of Rs. 10/- (Rupees ten only) each and 4,00,000 (Four lacs) Preference shares of the Company of Rs. 10/- (Rupees Ten only)
30-01-2017 (EGM)	Equity Share Capital Rs 75,00,000/- Preference Share Capital Rs 75,00,000/-	Increase of the authorized share capital of the Company from Rs. 90,00,000/- (Rupees Ninety Lacs only) divided into 5,00,000 (Five Lacs) Equity shares of Rs. 10/- (Rupees ten only) each and 4,00,000 (Fours lacs) Preference shares of Rs 10/-each to Rs 1,50,00,000/-(Rupees One Crore Fifty Lacs only) divided into 7,50,000 (Seven Lacs Fifty Thousand) Equity shares of Rs 10/- (Rupees Ten only) each and 7,50,000 (Seven Lacs Fifty Thousand) Preference shares of Rs 10/- (Rupees ten only) each
20-12-2017 (EGM)	Equity Share Capital Rs 75,00,000/- Preference Share Capital Rs 1,25,00,000/-	Increase of the authorized share capital of the Company from Rs 1,50,00,000/-(Rupees One Crore Fifty Lacs only) divided into 7,50,000 (Seven Lacs Fifty Thousand) Equity shares of Rs. 10/- (Rupees Ten only) each and 7,50,000 (Seven Lacs Fifty Thousand) Preference shares of Rs 10/- each to Rs 2,00,00,000(Rupees Two Crores only) divided into 7,50,000 (Seven Lacs Fifty Thousand) Equity shares of Rs 10/- (Rupees Ten Only) each and 12,50,000 (Twelve Lacs Fifty Thousand) Preference shares of Rs 10/- (Rupees ten only) each Preference shares of Rs 10/- (Rupees ten only) each

29-04-2019 (EGM)	Equity Share Capital Rs 75,00,000/- Preference Share Capital Rs 1,75,00,000/-	Increase of the authorized share capital of the Company from Rs 2,00,00,000 (Rupees Two Crores) divided into 7,50,000 (Seven Lacs fifty thousand) Equity shares of Rs. 10/- (Rupees ten only) each and 12,50,000 (Twelve Lacs Fifty Thousand) Preference shares of Rs 10/-each to Rs 2,50,00,000 (Rupees Two Crores Fifty lacs) divided into 7,50,000 (Seven Lacs Fifty Thousand) Equity shares of Rs 10/- (Rupees ten only) each and 17,50,000 (Seventeen Lacs Fifty Thousand) Preference shares of Rs 10/- (Rupees ten only) each ence shares of Rs 10/- (Rupees ten only) each ach
06-10-2022 (EGM)	Equity Share Capital Rs 75,00,000/- Preference Share Capital Rs 1,90,00,000/-	Increase of the authorized share capital of the Company from Rs 2,50,00,000 (Rupees Two Crores Fifty Lakhs) divided into 7,50,000 (Seven Lacs fifty thousand) Equity shares of Rs. 10/- (Rupees ten only) each and 17,50,000 (Seventeen Lacs Fifty Thousand) Preference shares of Rs 10/-each to Rs 2,65,00,000 (Rupees Two Crores Sixty Five lacs) divided into 7,50,000 (Seven Lacs Fifty Thousand) Equity shares of Rs 10/- (Rupees ten only) each and 19,00,000 (Nineteen Lacs) Preference shares of Rs 10/- (Rupees ten only) each reference shares of Rs 10/- (Rupees ten only) each ly) each
15.03.2023 (EGM)	Equity Share Capital Rs 75,00,000/- Preference Share Capital Rs 2,30,00,000/-	Increase of the authorized share capital of the Company from Rs 2,65,00,000 (Rupees Two Crores Sixty Five Lakhs) divided into 7,50,000 (Seven Lacs fifty thousand) Equity shares of Rs. 10/- (Rupees ten only) each and 19,00,000 (Nineteen Lacs) Preference shares of Rs 10/-each to Rs 3,05,00,000 (Rupees Three Crores Five lacs) divided into 7,50,000 (Seven Lacs Fifty Thousand) Equity shares of Rs 10/- (Rupees ten only) each and 23,00,000 (Twenty Three Lacs) Preference shares of Rs 10/- (Rupees ten only) each ares of Rs 10/- (Rupees ten only) each

iii. History of Equity Share Capital

Details of the equity share capital for the preceding three financial years and current financial year:

Date of Allotment	No of Equity Shares	Face Value (Rs.)	Issue Price (Rs.)	Consideration (cash, other than cash)	Nature of Allotment	No of Equity Shares	Equity Shares Capital	Equity Share Premium (Rs)	Remarks
23-Jun-14	5,000	10	10	50,000	Preferential Issue on Private Placement Basis	5,000	50,000	-	
19-Feb-15	2,40,000	10	10	24,00,000	-				

						2,45,000	24,50,000	-	
23-Jun-14	5,000	10	10	50,000	-	2,50,000	25,00,000	-	
19-Feb-15	62,500	10	10	6,25,000	-	3,12,500	31,25,000	-	
25-Feb-15	100	10	384	38,400	-	3,12,600	31,26,000	37,400	
31-Mar-16	61,142	10	654.22	4,00,00,319	-	3,73,742	37,37,420	3,93,88,899	
30-Jan-17	6,794	10	263.65	17,91,238	-	3,80,536	38,05,360	17,23,298	
28-Jan-17		10	10	0	-	3,80,536	38,05,360	-	
02-Feb-17	14,557	10	1030.4	1,49,99,533	-	3,95,093	39,50,930	1,48,53,963	
27-Feb-17	100	10	1030.4	1,03,040	-	3,95,193	39,51,930	1,02,040	
20-Dec-17	70,368	10	1240.21	8,72,71,097	-	4,65,561	46,55,610	8,65,67,417	
27-Dec-17	100	10	2676.97	2,67,697	-	4,65,661	46,56,610	2,66,697	
22-Apr-19		10	10	0	-	4,65,661	46,56,610	-	
29-Apr-19	1,15,000	10	3752.55	43,15,43,250	-	5,80,661	58,06,610	43,03,93,250	
24-May-19	100	10	6172.02	6,17,202	-	5,80,761	58,07,610	6,16,202	
24-May-19	100	10	6172.02	6,17,202	-	5,80,861	58,08,610	6,16,202	
24-May-19	100	10	6172.02	6,17,202	-	5,80,961	58,09,610	6,16,202	
24-May-19	100	10	6172.02	6,17,202	-	5,81,061	58,10,610	6,16,202	
24-May-19	100	10	6172.02	6,17,202	-	5,81,161	58,11,610	6,16,202	
20-Jan-20	(7,300)					573,861	57,38,610		Buyback of shares

iv. Amalgamation/ Acquisition

Details of any Acquisition or Amalgamation with any entity in the preceding one year: Nil

v. Reorganization or Reconstruction

Details of any Reorganization or Reconstruction in the preceding one year:

Not Applicable

vi. Details Of the Shareholding of The Company As On The Latest Quarter End

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

S. No.	Name of the Shareholder	Equity	CCPS	No. of Shares on fully diluted basis	% of holding on fully
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					diluted basis
1	Somanapalli Family Private Trust, represented by its Trustee Mr. Anil Kumar S G	2,38,257	0	2,38,257	9.58%
2	Samunnati Employees Stock Option Plan Welfare Trust represented by its Trustee Ms. Aruna Subbaraman	2,13,523	0	2,13,523	8.58%
3	Accel India V (Mauritius) Ltd	75,733	3,84,949	4,60,682	18.51%
4	Elevor I-IV AIF	19,746	1,48,957	1,68,703	6.78%
5	responsAbility Agriculture I, SLP	7,637	3,66,594	3,74,231	15.04%
6	Elevor- M- III	7,571	4,21,522	4,29,093	17.24%
7	Mr. Adithya Krishna Somanapalli	5,000	0	5,000	0.20%
8	Mr. Nitin Chaudhary	2,815	0	2,815	0.11%
9	Mr. N. Gurunath	1,200	0	1,200	0.05%
10	Mr. Sridhar Easwaran	1,080	0	1,080	0.04%
11	Mr. Ritesh Nair	519	0	519	0.02%
12	Ms. Poorna Pushkala Chandrasekaran	450	0	450	0.02%
13	Accel Growth Fund V L.P	100	1,10,075	1,10,175	4.43%
14	responsAbility SICAV (Lux) Micro and SME Finance Leaders	100	22,583	22,683	0.91%
15	Teachers Insurance and Annuity Association of America	100	2,66,730	2,66,830	10.72%
16	Mr. Jayottam Ganguly	10	0	10	0.00%
17	Mr. Jagadeesan J	10	0	10	0.00%
18	Mr. Suresh Babu G	10	0	10	0.00%
19	Mr. Ramaraj Rajasekhar	0	41,850	41,850	1.68%
20	Mr. Pravesh Sharma	0	1,912	1,912	0.08%
21	Mr. Amol Patil	0	2,647	2,647	0.11%
22	responsAbility Sustainable Food – Asia II, SLP through its general partner responsAbility Sustainable Food – Asia II (GP), S.À R.L.	0	1,22,000	1,22,000	4.90%
23	Mr. Colladi Venkatesan Janakiraman	0	1,000	1,000	0.04%
24	Mr. Venkataramani Srivathsan	0	2,000	2,000	0.08%
25	Mr. Muthukumar Neelamani	0	1,000	1,000	0.04%
26	Mr. Vaidyanathan Shankar	0	4,000	4,000	0.16%
27	ATIF Holdco DMCC	0	16,580	16,580	0.67%
	Total	5,73,861	19,14,399	24,88,260	100.00

Note: 1. In addition, the Company has issued 81,450 Pre-Series E OCRPS that are optionally redeemable / convertible into Pre-Series E CCPS.

2. Fully diluted shareholding has been computed assuming conversion ratio of 1:1 for Pre-Series E CCPS

vii. Top 10 shareholders of the Company

The list of top 10 holders of equity shares of the Company as on the latest quarter ended March 31, 2024;

S. No.	Name of the Shareholder	Equity	CCPS	No. of Shares on fully diluted basis	% of holding on fully diluted basis
1	Accel India V (Mauritius) Ltd	75,733	3,84,949	4,60,682	18.51%
2	Elevor- M- III	7,571	4,21,522	4,29,093	17.24%
3	responsAbility Agriculture I, SLP	7,637	3,66,594	3,74,231	15.04%

4	Teachers Insurance and Annuity Association of America	100	2,66,730	2,66,830	10.72%
5	Somanapalli Family Private Trust represented by its trustee Mr. Anil Kumar S G	2,38,257	0	2,38,257	9.58%
6	Samunnati Employees Stock Option Plan Welfare Trust represented by its Trustee Ms. Aruna Subbaraman	2,13,523	0	2,13,523	8.58%
7	Elevor I-IV AIF	19,746	1,48,957	1,68,703	6.78%
8	responsAbility Sustainable Food – Asia II, SLP through its general partner responsAbility Sustainable Food – Asia II (GP), S.À R.L.	0	1,22,000	1,22,000	4.90%
9	Accel Growth Fund V L.P	100	1,10,075	1,10,175	4.43%
10	responsAbility SICAV (Lux) Micro and SME Finance Leaders	100	22,583	22,683	0.91%

2.11. DETAILS REGARDING THE DIRECTORS OF THE ISSUER:

As per **Section 2** of the General Information Document* Attestation by the Directors of the Issuer is attached herewith in **Annexure D**.

Further, details of Contribution being made by the directors as part of the offer or separately in furtherance of such objects, are as follows:

No contribution is being made by the directors as part of the Issue or separately in furtherance of such objects.

2.12. ANY FINANCIAL OR OTHER MATERIAL INTEREST OF THE DIRECTORS, PROMOTERS, KEY MANAGERIAL PERSONNEL OR SENIOR MANAGEMENT IN THE OFFER AND THE EFFECT OF SUCH INTEREST IN SO FAR AS IT IS DIFFERENT FROM THE INTERESTS OF OTHER PERSONS.

There is no financial or material interest of the directors, promoters, key managerial personnel or senior management of the Issuer in the Issue.

2.13. DETAILS REGARDING THE AUDITORS OF THE ISSUER:

As per **Section 2** of the General Information Document.

2.14. DETAILS OF LIABILITIES OF THE ISSUER AS AT THE END OF THE PRECEDING QUARTER, OR IF AVAILABLE, A LATER DATE, AS PER THE SEBI NCS REGULATIONS:

Details of the following liabilities of the issuer, as at the end of the last quarter, i.e. March 31, 2024, or if available, a later date:

i. Secured Loan Facilities

Lender's Name	Type of facility and currency	Sanction Amount (in Rs Mn)	Outstanding Principal Amount	Repayment date	Security	Credit Rating, if applicable	Asset Classification
			(in Rs. Mn)				
Blue Orchard	Listed Debenture	400.00	300.00	30-Apr-24	105%		Standard

Blue Orchard	Listed Debenture	594.00	594.00	15-Feb-26	105%		Standard
Altifi – NCD (Northern Arc)	Listed Debenture	150.00	125.00	13-Jan-25	0%		Standard
WLB ASSET VI PTE. LTD.	Listed Debenture	750.60	750.60	06-Dec-27	110%		Standard
Wintwealth	Listed Debenture	250.00	250.00	06-Mar-25	110%		Standard
Triodos	Debenture	450.00	450.00	24-Sep-24	101%		Standard
Symbiotics	Debenture	506.25	0.05	20-Aug-25	100%		Standard
Symbiotics	Debenture	345.00	345.00	15-Jul-26	100%		Standard
Symbiotics	Debenture	585.00	585.00	02-Aug-28	100%		Standard
responsAbility	Debenture	245.00	245.00	17-Apr-25	110%		Standard
DWM	Debenture	354.00	354.00	30-Apr-24	100%		Standard
Incofin	Debenture	244.00	244.00	06-Sep-24	105%		Standard
Vivriti Asset Management	Debenture	370.00	123.33	28-Dec-24	110%		Standard
Alteria Capital	Debenture	250.00	147.06	01-Feb-25	110%		Standard
Alteria Capital	Debenture	300.00	290.32	01-Oct-26	110%		Standard
Alteria Capital	Debenture	300.00	300.00	1-Oct-26	100%		Standard
Alteria Capital	Debenture		0.02	01-Oct-26	110%		Standard
Alteria Capital	Debenture	200.00	199.98	01-Oct-26	110%		Standard
Triple Jump	ECB	353.18	117.79	14-Aug-25	100%		Standard
Triple Jump	ECB		117.79	14-Aug-25	100%		Standard
Triple Jump	ECB	332.64	332.64	16-Jun-25	100%		Standard
USDFC	ECB	1,640.00	624.00	15-Mar-29	115%		Standard

USDFC	ECB		625.54	15-Mar-29	115%		Standard
Northern Arc	Commercial Paper	250.00	250.00	27-Jun-24	0%		Standard
Venkatesh R-CP	Commercial Paper	100.00	100.00	16-May-24	0%		Standard
VM Salgacoar and Brother Pot Ltd	Commercial Paper	50.00	50.00	16-May-24	0%		Standard
Anicut	Commercial Paper	150.00	150.00	24-Jun-24	0%		Standard
Anicut	Commercial Paper	25.00	25.00	24-Jun-24	0%		Standard
Anicut	Commercial Paper	100.00	100.00	27-Jun-24	0%		Standard
IDFC First Bank	Term Loan	750.00	150.00	05-Sep-24	110%		Standard
IDFC First Bank	Term Loan	250.00	156.25	25-May-25	110%		Standard
Incred	Term Loan	150.00	78.80	10-Dec-24	110%		Standard
Incred	Term Loan	300.00	70.00	10-Oct-24	110%		Standard
MAS Financial Services	Term Loan	100.00	22.22	05-Apr-24	115%		Standard
MAS Financial Services	Term Loan	100.00	22.22	05-Apr-24	115%		Standard
MAS Financial Services	Term Loan	100.00	22.22	05-Apr-24	115%		Standard
MAS Financial Services	Term Loan	150.00	83.33	23-Aug-24	115%		Standard
MAS Financial Services	Term Loan	150.00	83.33	23-Aug-24	115%		Standard
MAS Financial Services	Term Loan	50.00	27.77	23-Aug-24	115%		Standard

MAS Financial Services	Term Loan	75.00	58.33	05-Oct-24	115%		Standard
MAS Financial Services	Term Loan	75.00	58.33	05-Oct-24	115%		Standard
MAS Financial Services	Term Loan	125.00	111.11	29-Oct-24	115%		Standard
MAS Financial Services	Term Loan	125.00	111.11	29-Oct-24	115%		Standard
Nabkisan Finance	Term Loan	150.00	37.50	01-Nov-24	110%		Standard
State Bank of India	Term Loan	400.00	15.20	01-Jul-24	133%		Standard
State Bank of India	Term Loan		20.80	30-Jul-24	133%		Standard
Northern Arc	Term Loan	300.00	52.22	05-Apr-24	110%		Standard
Northern Arc	Term Loan	200.00	101.80	05-Apr-24	110%		Standard
Northern Arc	Term Loan	130.00	87.86	05-Apr-24	110%		Standard
Northern Arc	Term Loan	200.00	200.00	26-Aug-24	110%		Standard
Northern Arc	Term Loan	200.00	200.00	25-Sep-24	110%		Standard
Vivriti Capital	Term Loan	300.00	150.00	15-Mar-25	110%		Standard
Vivriti Capital	Term Loan	250.00	99.17	25-Oct-24	110%		Standard
Vivriti Capital	Term Loan		13.33	01-Dec-24	110%		Standard
Vivriti Capital	Term Loan		40.00	03-Nov-24	110%		Standard
Vivriti Capital	Term Loan	190.00	190.00	28-Apr-24	110%		Standard
Maanaveeya	Term Loan	400.00	355.45	31-May-25	110%		Standard
TATA Capital	Term Loan	100.00	74.99	15-Sep-25	110%		Standard
Chola Finance	Term Loan	75.00	36.60	05-Feb-25	110%		Standard

Poonawalla Fincorp	Term Loan	250.00	212.20	05-Nov-25	110%		Standard
RAR Fincare Ltd	Term Loan	50.00	50.00	18-Apr-24	110%		Standard
Hinduja Leyland Finance	Term Loan	300.00	288.98	01-Mar-26	110%		Standard
Manappuram Finance	Term Loan	100.00	100.00	30-Sep-24	110%		Standard
Kisetsu Saison	Term Loan	400.00	400.00	15-Oct-24	110%		Standard
Profectus Capital	Term Loan	100.00	50.00	30-Jun-24	110%		Standard
Magnet	Term Loan	160.00	25.00	01-Jan-25	110%		Standard
Magnet	Term Loan	200.00	100.00	01-Apr-25	110%		Standard
Magnet	Term Loan	200.00	120.00	01-Oct-25	110%		Standard
Magnet	Term Loan	400.00	400.00	01-Jan-26	110%		Standard

ii. Details of Unsecured Loan

The Company has availed unsecured loan as on the latest quarter end on 31st March, 2024:

Name of the Lender	Type of Facility	Amount Sanctioned	Principal Amount outstanding	Repayment Date / Schedule	Credit Rating, if applicable
Altifi	Debenture	150	125.00	125.00	BBB

iii. Non-Convertible Securities

The details of outstanding non-convertible securities in the following format as on the latest quarter end on 31st March, 2024:

Series of NCS	ISIN	Tenor (Months)	Coupon	Amount (INR Mn)	Date of Allotment	Redemption Date	Credit Rating	Secured / Unsecured	Security
Blue Orchard	INE551U07167	36	14.07%	400	05-04-2021	30-04-2024	CRISIL BBB	Secured	Book debt hypothecation

Blue Orchard	INE551U07209	48	14.82%	594	15-02-2022	15-02-2026	CRISIL BBB	Secured	Book debt hypothecation
Altifi – NCD (Northern Arc)	INE551U08017	12	11.50%	150	12-01-2024	13-01-2025	CRISIL BBB	Unsecured	Book debt hypothecation
WLB ASSET VI PTE. LTD.	INE551U07266	45	12.70%	750.6	23-02-2024	06-12-2027	CRISIL BBB	Secured	Book debt hypothecation
Wintwealth	INE551U07274	12	12.00%	250	26-02-2024	06-03-2025	CRISIL BBB	Secured	Book debt hypothecation
Triodos	INE551U07043	72	12.67%	450	24-09-2018	24-09-2024	CARE BBB	Secured	Book debt hypothecation
Symbiotics	INE551U07118	60	13.02%	506.25	20-08-2020	20-08-2025	CRISIL BBB	Secured	Book debt hypothecation
Symbiotics	INE551U07175	60	11.24%	345	26-07-2021	15-07-2026	CRISIL BBB	Secured	Book debt hypothecation
Symbiotics	INE551U07217	72	11.29%	585	10-08-2022	02-08-2028	CRISIL BBB	Secured	Book debt hypothecation
responsAbility	INE551U07225	24	14.25%	245	17-04-2023	17-04-2025	CRISIL BBB	Secured	Book debt hypothecation
DWM	INE551U07159	36	12.30%	354	31-03-2021	30-04-2024	CRISIL BBB	Secured	Book debt hypothecation
Incofin	INE551U07183	36	12.06%	244	06-09-2021	06-09-2024	CRISIL BBB	Secured	Book debt hypothecation
Vivriti Asset Management	INE551U07191	36	11.60%	370	28-12-2021	28-12-2024	CRISIL BBB	Secured	Book debt hypothecation
Alteria Capital	INE551U07233	18	12.50%	250	18-08-2023	01-02-2025	CRISIL BBB	Secured	Book debt hypothecation
Alteria Capital	INE551U07258	34	11.50%	300	01-12-2023	01-10-2026	NA	Secured	Book debt hypothecation
Alteria Capital	INE551U07258	33	11.00%	0.02	26-12-2023	01-10-2026	NA	Secured	Book debt hypothecation
Alteria Capital	INE551U07258	30	11.00%	199.98	28-03-2024	01-10-2026	NA	Secured	Book debt hypothecation

iv. Details of commercial paper issuances as at the end of the last quarter in the following format

Series of NCS	ISIN	Ten or/ Period of Maturity	Coupon	Amount outstanding (Mn)	Date of Allotment	Redemption Date/Schedule	Credit Rating	Secured / unsecured	Security	Other details viz. details of Issuing and Paying Agent, details of Credit Rating Agencies
1	INE551U14114	3	12.50%	250.00	19-Mar-24	27-Jun-24	A 2	Unsecured	0%	Issuing and Paying Agent: ICICI Bank Ltd.
2	INE551U14098	3	12.25%	100.00	15-Feb-24	16-May-24	A 2	Unsecured	0%	Issuing and Paying Agent: ICICI Bank Ltd.
3	INE551U14098	3	12.25%	50.00	15-Feb-24	16-May-24	A 2	Unsecured	0%	Issuing and Paying Agent: ICICI Bank Ltd.
4	INE551U14122	3	12.25%	150.00	22-Mar-24	24-Jun-24	A 2	Unsecured	0%	Issuing and Paying Agent: ICICI Bank Ltd.
5	INE551U14122	3	12.25%	25.00	22-Mar-24	24-Jun-24	A 2	Unsecured	0%	Issuing and Paying Agent: ICICI Bank Ltd.
6	INE551U14114	3	12.50%	100.00	28-Mar-24	27-Jun-24	A 2	Unsecured	0%	Issuing and Paying

										Agent: ICICI Bank Ltd.
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v. List of Top 10 (ten) holders of non-convertible securities in terms of value (on a cumulative basis):

Sr. No	Name of Holders	Face value of holding in INR Mn	Holding as a % of total outstanding non-convertible securities of the issuer
1	Blue Orchard	300.00	6.00%
2	Blue Orchard	594.00	11.87%
3	Altifi - NCD (Northern Arc)	125.00	2.50%
4	WLB ASSET VI PTE. LTD.	750.60	15.00%
5	Wintwealth	250.00	5.00%
6	Triodos	450.00	8.99%
7	Symbiotics	0.05	0.00%
8	Symbiotics	345.00	6.90%
9	Symbiotics	585.00	11.69%
10	responsAbility	245.00	4.90%
11	DWM	354.00	7.08%
12	Incofin	244.00	4.88%
13	Vivriti Asset Management	123.33	2.47%
14	Alteria Capital	147.06	2.94%
15	Alteria Capital	290.32	5.80%
16	Alteria Capital	0.02	0.00%
17	Alteria Capital	199.98	4.00%

vi. List of Top 10 (ten) holders of Commercial Paper in terms of value (in cumulative basis) (As on 31st -Mar 2024)

Sr. No.	Name of holders	Category of holder	Face value of holding (in ₹)	Holding as a % of total outstanding commercial paper of the Issuer
1	NORTHERN ARC MONEY MARKET ALPHA TRUST	Fund	250.00	37.04%
2	Venkatesh R	Individual	100.00	14.81%
3	VM Salgacoar and Brother Pvt Ltd	Financial Institution	50.00	7.41%
4	Akhil Natrajan	Individual	150.00	22.22%
5	Citra Financials Pvt. Ltd	Financial Institution	25.00	3.70%

6	VM Salgacoar and Brother Pvt Ltd	Financial Institution	100.00	14.81%
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vii. Other Borrowings

Details of bank fund based facilities/ Rest of the borrowing (if any including hybrid debt like FCCB, Optionally Convertible Debentures / Preference Shares) from financial institutions or financial creditors as on 31st March 2024:

Institution	Tenure (Months)	ROI	Amount Sanctioned in INR Mn	Date of Disbursement	Last Due Date	Credit rating	Secured/unsecured	Security
Blue Orchard	37	14.07%	400	05-Apr-21	30-Apr-24	CRISIL BBB	Secured	Book debt hypothecation
Blue Orchard	48	14.82%	594	15-Feb-22	15-Feb-26	CRISIL BBB	Secured	Book debt hypothecation
Altifi – NCD (Northern Arc)	12	11.50%	150	12-Jan-24	13-Jan-25	CRISIL BBB	Secured	Book debt hypothecation
WLB ASSET VI PTE. LTD.	45	12.70%	750.6	23-Feb-24	06-Dec-27	CRISIL BBB	Secured	Book debt hypothecation
Wintwealth	12	12.00%	250	26-Feb-24	06-Mar-25	CRISIL BBB	Secured	Book debt hypothecation
Triodos	72	12.67%	450	24-Sep-18	24-Sep-24	CARE BBB	Secured	Book debt hypothecation
Symbiotics	60	13.02%	506.25	20-Aug-20	20-Aug-25	CRISIL BBB	Secured	Book debt hypothecation
Symbiotics	60	11.24%	345	26-Jul-21	15-Jul-26	CRISIL BBB	Secured	Book debt hypothecation
Symbiotics	72	11.29%	585	10-Aug-22	02-Aug-28	CRISIL BBB	Secured	Book debt hypothecation

<i>responsibility</i>	24	14.25%	245	17-Apr-23	17-Apr-25	CRISIL BBB	Secured	Book debt hypothecation
<i>DWM</i>	37	12.30%	354	31-Mar-21	30-Apr-24	CRISIL BBB	Secured	Book debt hypothecation
<i>Incofin</i>	36	12.06%	244	06-Sep-21	06-Sep-24	CRISIL BBB	Secured	Book debt hypothecation
<i>Vivriti Asset Management</i>	36	11.60%	370	28-Dec-21	28-Dec-24	CRISIL BBB	Secured	Book debt hypothecation
<i>Alteria Capital</i>	17	12.50%	250	18-Aug-23	01-Feb-25	CRISIL BBB	Secured	Book debt hypothecation
<i>Alteria Capital</i>	34	11.50%	300	01-Dec-23	01-Oct-26	NA	Secured	Book debt hypothecation
<i>Alteria Capital</i>	33	11.00%	200	26-Dec-23	01-Oct-26	NA	Secured	Book debt hypothecation
<i>Alteria Capital</i>	30	11.00%		28-Mar-24	01-Oct-26	NA	Secured	Book debt hypothecation

viii. The amount of corporate guarantee or letter of comfort issued by the issuer along with name of the counterparty (like name of the subsidiary, joint venture entity, group company, etc.) on behalf of whom it has been issued, contingent liability including debt service reserve account guarantees/ any put option etc. (Details of any outstanding borrowings taken/ debt securities issued for consideration other than cash). This information shall be disclosed whether such borrowing/ debt securities have been taken/ issued:

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

As per Section 2 of the General Information Document.

INR 392.52 Crores as on 31st Mar 2024.

2.15. THE AMOUNT OF CORPORATE GUARANTEE OR LETTER OF COMFORT ISSUED BY THE ISSUER ALONG WITH NAME OF THE COUNTERPARTY (LIKE NAME OF THE SUBSIDIARY, JOINT VENTURE ENTITY, GROUP COMPANY, ETC.) ON BEHALF OF WHOM IT HAS BEEN ISSUED, CONTINGENT LIABILITY INCLUDING DEBT SERVICE RESERVE ACCOUNT GUARANTEES/ ANY PUT OPTION ETC. (DETAILS OF ANY OUTSTANDING

BORROWINGS TAKEN/ DEBT SECURITIES ISSUED FOR CONSIDERATION OTHER THAN CASH). THIS INFORMATION SHALL BE DISCLOSED WHETHER SUCH BORROWING/ DEBT SECURITIES HAVE BEEN TAKEN/ISSUED: (I) IN WHOLE OR IN PART; (II) AT A PREMIUM OR DISCOUNT, OR (III) IN PURSUANCE OF AN OPTION OR NOT.

2.16. / ISSUED: (I) IN WHOLE OR IN PART; (II) AT A PREMIUM OR DISCOUNT, OR (III) IN PURSUANCE OF AN OPTION OR NOT.

2.17. ISSUED: (I) IN WHOLE OR IN PART; (II) AT A PREMIUM OR DISCOUNT, OR (III) IN PURSUANCE OF AN OPTION OR NOT.

As per **Section 2** of the General Information Document.

INR 392.52 Crores as on 31st Mar 2024.

Utilization	Amount (Crs)
CG Limits	312.05
SU Limits	15.00
ICL Limits	65.48
Total	392.52
Approved Limits	600.00

2.18. WHERE THE ISSUER IS A NON-BANKING FINANCE COMPANY OR HOUSING FINANCE COMPANY THE DISCLOSURES ON ASSET LIABILITY MANAGEMENT (ALM) SHALL BE PROVIDED FOR THE LATEST AUDITED FINANCIALS:

Particulars	1-7 D	8-14 D	15-30 D	>1-2M	>2-3M	>3-6M	>6M-1Y	>1Y-3Y	>3Y-5Y	>5Y	Total
AS on 31st Mar 2024											
<i>Inflows</i>											
Cash and Investments	1,078	-	-	-	1	-	0	-	-	3,376	4,456
Loans and Advances	504	449	1,956	2,320	1,704	2,353	1,982	1,778	732	89	13,867
Other Inflows	0	-	-	-	-	300	215	104	123	1,186	1,929
Total Inflows	1,583	449	1,956	2,320	1,705	2,653	2,197	1,882	855	4,652	20,251
Cumulative Total Inflows	1,583	2,032	3,988	6,308	8,012	10,665	12,862	14,744	15,599	20,251	
<i>Outflows</i>											
Borrowings	855	21	248	708	1,175	2,563	1,576	3,445	1,32	-	11,916

									5		
Equity and Reserves	-	-	-	-	-	-	-	-	-	7,665	7,665
Other Outflows	194	5	22	77	19	26	140	20	167	1	670
Total Outflows	1,049	26	270	784	1,194	2,590	1,716	3,464	1,492	7,666	20,251
Cumulative Total Outflows	1,049	1,075	1,345	2,129	3,323	5,912	7,628	11,092	12,585	20,251	
Mismatch	534	423	1,686	1,536	511	63	482	(1,583)	(637)	(3,014)	0
Cumulative Mismatch	534	957	2,643	4,179	4,690	4,753	5,234	3,652	3,014	0	
Cumulative Mismatch %	51%	89%	197%	196%	141%	80%	69%	33%	24%	0%	

2.19. DETAILS OF ALL DEFAULT/S AND/OR DELAY IN PAYMENTS OF INTEREST AND PRINCIPAL OF ANY KIND OF TERM LOANS, DEBT SECURITIES, COMMERCIAL PAPER (INCLUDING TECHNICAL DELAY) AND OTHER FINANCIAL INDEBTEDNESS INCLUDING CORPORATE GUARANTEE OR LETTERS OF COMFORT ISSUED BY THE COMPANY, IN THE PRECEDING THREE YEARS AND THE CURRENT FINANCIAL YEAR.

NIL

ANY MATERIAL EVENT/DEVELOPMENT OR CHANGE HAVING IMPLICATIONS ON THE FINANCIALS/CREDIT QUALITY (E.G. ANY MATERIAL REGULATORY PROCEEDINGS AGAINST THE ISSUER/PROMOTERS, LITIGATIONS RESULTING IN MATERIAL LIABILITIES, CORPORATE RESTRUCTURING EVENT ETC.) AT THE TIME OF ISSUE WHICH MAY AFFECT THE ISSUE OR THE INVESTOR'S DECISION TO INVEST / CONTINUE TO INVEST IN THE NON-CONVERTIBLE SECURITIES/COMMERCIAL PAPER:

Please refer to *Annexure E* of the General Information Document.

2.20. ANY LITIGATION OR LEGAL ACTION PENDING OR TAKEN BY A GOVERNMENT DEPARTMENT OR A STATUTORY BODY OR REGULATORY BODY DURING THE THREE YEARS IMMEDIATELY PRECEDING THE YEAR OF THE ISSUE AGAINST THE PROMOTER OF THE ISSUER:

Please refer to *Annexure E* of the General Information Document.

2.21. DETAILS OF DEFAULT AND NON-PAYMENT OF STATUTORY DUES FOR THE PRECEDING THREE FINANCIAL YEARS AND CURRENT FINANCIAL YEAR:

As per the General Information Document.

2.22. DETAILS OF PENDING LITIGATION INVOLVING THE ISSUER, PROMOTER, DIRECTOR, SUBSIDIARIES, GROUP COMPANIES OR ANY OTHER PERSON, WHOSE OUTCOME COULD HAVE MATERIAL ADVERSE EFFECT ON THE FINANCIAL POSITION OF THE ISSUER, WHICH MAY AFFECT THE ISSUE OR THE INVESTOR'S DECISION TO INVEST / CONTINUE TO INVEST IN THE DEBT SECURITIES AND/ OR NON-CONVERTIBLE REDEEMABLE PREFERENCE SHARES.

Please refer to *Annexure E* of the General Information Document.

2.23. DETAILS OF ACTS OF MATERIAL FRAUDS COMMITTED AGAINST THE ISSUER IN THE PRECEDING THREE FINANCIAL YEARS AND CURRENT FINANCIAL YEAR, IF ANY, AND IF SO, THE ACTION TAKEN BY THE ISSUER.

As per the General Information Document.

2.24. DETAILS OF PENDING PROCEEDINGS INITIATED AGAINST THE ISSUER FOR ECONOMIC OFFENCES, IF ANY.

As per the General Information Document.

2.25. RELATED PARTY TRANSACTIONS ENTERED DURING THE PRECEDING THREE FINANCIAL YEARS AND CURRENT FINANCIAL YEAR WITH REGARD TO LOANS MADE OR, GUARANTEES GIVEN OR SECURITIES PROVIDED.

As per the General Information Document.

2.26. IN CASE THE ISSUER IS A NON-BANKING FINANCE COMPANY (NBFC) AND THE OBJECTS OF THE ISSUE ENTAIL LOAN TO ANY ENTITY WHO IS A 'GROUP COMPANY' THEN DISCLOSURES SHALL BE MADE IN THE FORMAT PROVIDED.

S No.	Name of the Borrower (A)	Amount of Advances /exposures to such borrower (Group) (Rs. Crore) (B)	Percentage of Exposure (C)= B/Total Assets Under Management
NA	NA	NA	NA

2.27. IN ORDER TO ALLOW INVESTORS TO BETTER ASSESS THE ISSUE, THE FOLLOWING ADDITIONAL DISCLOSURES TO BE MADE BY NBFC OR HFC:

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

a) *Lending Policy: Should contain overview of origination, risk management, monitoring and collections;*

Collections Process - Overview

Collection activities commences before due date of repayment in the form of reminder calls, SMS and Emails to borrowers for notifying about future due dates of repayment. The objectives of collections department is to start collection activities at early stages of account becoming overdue for repayment and persuading borrowers through Business Team to repay the overdue amount. This activity is a major focus area of risk management and credit portfolio.

Some of the very critical activity of collections team would be Review accounts performance regularly, liaison and follow up with delinquent customers.

am would be Review accounts performance regularly, liaison and follow up with delinquent customers.

Follow up with customers to regularize their overdues including overdue interest, Instalment and other irregularities.

Generate MIS on the overdue buckets and conduct periodic reviews with stakeholders

- *Initiation and managing the legal process as per the recovery policy.*
- *Coordinate with law enforcement agencies for recovery of bad loans (i.e., Courts)*

Portfolio Monitoring

As the credit portfolio of Samunnati expands in terms of business, geography, complexity and diversity, the need has arisen to create a Risk Monitoring Framework and Structure.

The Risk Monitoring team (RMD) will

- (a) *Monitor End Use of Funds by our borrowers*
- (b) *Will trail and identify Red Flags and provide Early Warning Signals*
- (c) *Will Grade customers based on perceived risk levels.*
- (d) *Will Cross-Validate information provided by Customer at Profile Level*

RMD functions will encompass the following:

- 1. Early Warning Signals and highlights*
- 2. Disbursement based monitoring*
 - i. New customer acquisition- Tagged as "Fresh"*
 - ii. Existing relationships- Tagged as "Repeat" All "Repeat" cases will be visited as per the specification of the Credit/Zonal Risk Manager as the case may be, depending on the requirements.*
- 3. Value chain and sectional information monitoring*
- 4. Policy /Credit efficiency and feedback mechanism monitoring*
- 5. Concentration Risk Monitoring*
- 6. Repayment Duress Monitoring*

The detailed process to be followed by the Risk Monitoring in completing its deliverables is documented separately as an SOP.

Customer Onboarding

The Relationship Officers / Managers (RO/RM) will be primary customer sourcing resource of Samunnati.

Joint discussion of the Relationship Officer/Manager/Credit Manager with customer/prospect is preferred before finalizing the credit product, terms, pricing negotiations, to be proposed along with Unit Visit Report and submitted the report to Credit Approving Authority

Risk Management.

The key elements of the organisation's Enterprise Risk Management Framework include:

- *Risk Strategy & Appetite: Long-term plan of how risk management effectively supports the achievement of the organisation's goals*
- *Risk Governance: This Structure within which responsibility and accountability for risk management and*

oversight is defined, managed and communicated throughout an organisation

- **Risk Culture:** Values and behaviours of the entity that shape risk decisions
- **Risk Assessment & Measurement:** Qualitative and Quantitative approaches, processes, tools and systems to identify, assess, and measure risks
- **Risk Management & Monitoring:** Management's response to manage, mitigate, or accept risk and create value through the use of risk and control information to improve business performance across the enterprise
- **Risk Reporting & Insights:** Provide insight into the strengths and weaknesses of risk management activity and enhance the transparency of risks that could have an impact on achievement of objectives.
- **Data and Technology:** Includes development and deployment of risk management tools, software, database, technology architecture, and systems that support risk management activities.

The Roles and Responsibilities for the Risk Management are as follows:

Type of Risk	Risk Ownership	Key Stakeholders	Key Roles & Responsibilities
Credit Risk	Risk Management Department Credit Department	<ul style="list-style-type: none"> • Risk Management Committee • Management Level Risk Committee 	<ul style="list-style-type: none"> • Frame credit policy, set prudential limits • Implementing and monitoring of Enterprise Risk Management Framework • Periodic Review of the effectiveness of the Risk Management Plan and activities • Monitor portfolio risk
Market Risk: <ul style="list-style-type: none"> • Interest rate Risk • Liquidity Risk 	Finance Department	<ul style="list-style-type: none"> • CEO • Chief Financial Officer • ALCO • Head Treasury 	<ul style="list-style-type: none"> • Overall Responsibility to monitor and manage enterprise wide risk • Approval and periodic evaluation of ALCO Policy • Provide Directions for formulation of policies
Operational Risk: <ul style="list-style-type: none"> • People • Process • System • External Events 	Functional Heads	<ul style="list-style-type: none"> • Risk Management Committee • Management Level Risk Committee • Risk Management Department 	<ul style="list-style-type: none"> • To ensure compliance with internal policies on risk management and regulatory guidelines issued by RBI • To ensure that Risks are identified and steps to mitigate are laid down and adhered to • Initiate action when portfolio triggers are breached • MIS/Reporting on a regular basis

Strategic Risk (Includes Emerging & External Risks)	Strategy department	<ul style="list-style-type: none">• Direct reports to CEO	<ul style="list-style-type: none">• Compare the risk versus expected ROI. All business strategy initiation should have risk Vs return assessment at the launch of new initiatives.• Undertake data analytics for key decisions based on the defined critical parameters• Periodic Review of the effectiveness of the strategies• For every Strategic Business initiative prepare alternate plans.
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<p>Reputational Risk</p>	<p>All Functions</p>	<ul style="list-style-type: none"> • Compliance • Functional head 	<ul style="list-style-type: none"> • All media communications would be handled by the Board/Committees authorized by the Board in consultation with the Organisation's Management team. • Timely response to statutory/regulatory queries/requirements. • Training of employees and the sales team on the various aspects of reputational risk • Respond to the customers' queries/grievances and needs within the committed turn-around time. • Be vigilant to customer's/stakeholder's/ media feedback (including social media) and take quick remedial actions
<p>Compliance Risk</p>	<p>Compliance Department</p>	<p>Compliance Audit</p>	<ul style="list-style-type: none"> • Guidance to business & support functions on all compliance laws, rules & standards • Compliance function shall guide the organisation for seeking clarifications/interpretation of various regulatory statutory guidelines • Analysis and review of new products, policies and processes from a compliance perspective • Co-ordination of the regulatory/statutory inspections and correspondence with the authorities
<p>Legal Risk</p>	<p>Legal Department</p>	<p>Legal</p>	<ul style="list-style-type: none"> • Ensure that Samunnati does not enter into a transaction which does not allocate rights and obligations and associated risks in the manner intended • Prevent entering into a transaction which is or may be determined to be void or unenforceable in whole or with respect to a material part • Ensure that the basis of representations or investigations used to make investment decision are not misleading or false or which fail to disclose material facts or circumstances • Ensuring that Samunnati does not misunderstand the effect of one or more transactions.

<p>IT, IS and Cybersecurity risk</p>	<p>Head of IT & CISO</p>	<ul style="list-style-type: none"> • Board • CISO • RMC • Head of IT • Head of Risk / CRO • Head of Compliance • Internal Audit function(optional) 	<ul style="list-style-type: none"> • Ensure that IT and cybersecurity risks are integrated into the organization's overall risk management framework. • Develop and enforce policies and procedures to protect the organization's digital assets from cyber threats. Coordinate cybersecurity awareness and training programs for all employees. • Facilitate the integration of IT and cybersecurity risk management into the broader ERM framework. • Oversee the assessment, identification, and mitigation of IT risks, including the adequacy of controls and incident response plans.
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b) Classification of loans/ advances given to associates, entities/ person relating to board, senior management, promoters, others, etc.;

Nature of transactions	Year ended March 31, 2024	Year ended March 31, 2023
Samunnati Agro Solutions Private Limited		
Loans given	7,211.00	4,265.00
Loans repaid	7,155.00	5,465.00
Samunnati Foundation		
Loan repaid	5.82	
Loans given	19.67	1.10
Samunnati Agri Innovations Lab Private Limited		
Loans given	298.80	155.00
Loans repaid	2.50	69.75
Samunnati Investment Management Services Private Limited		
Loans given	1.20	1.00
Loans repaid	1.00	-

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

Product	Customer Type	Nature of Transaction	Tenure (Months)	Pricing	Product Type	Avg. Ticket Size
AE – EMI	Agri Enterprises	B2B	0-36	15-24%	EMI	35 L
AE -WC	Agri Enterprises	B2B	0-12	15-24%	Non-EMI	50 L
FC – EMI	Farmer Collective	B2B2C/B2B	0-36	14-18%	EMI	1 L

	(FPO/FPC/ Co-op)					
FC -WC	Farmer Collective (FPO/FPC/ Co-op)	B2B2C/B2B	0-12	14-18%	Non-EMI	6 L
NP-EMI	SHG/JLG/Trust/AE	B2B2C/B2B	0-36	16-24%	EMI	9 L
NP_WC	SHG/JLG/Trust/AE	B2B2C/B2B	0-12	16-24%	Non-EMI	50 L

FPO - Farmer Producer Organizations. A registered body and legal entity managed and run by the farmer members themselves. Provides end-to-end support and services to the small farmers, and cover technical services, marketing, processing, and other aspects of agriculture inputs

FPC - Farmer Producer Company – FPOs registered as an entity under the Companies Act /
Co-op-FPOs registered as an entity under the Cooperative Societies Act

SHG - Self Help Groups - a self managed independent group of women in rural areas, with a shared goal and interest, with a focus on credit and savings programs

JLG - Joint Liability Groups

AE -Agri Enterprises

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

S. no.	Customer	Product	POS (Amount In Mn)
1	Core Green Sugar And Fuels Private Limited	AE-WC	199
2	Srinivasa Farms Private Limited	AE-WC	180
3	Shri Gurudatt Sugars Limited	AE-WC	163
4	Nath Bio Genes India Limited	AE-WC	150
5	Integrated Service Point Private Limited	AE-EMI	150
6	Abt Limited	AE-WC	150
7	Aachi Special Foods Private Limited	AE-WC	150
8	Gangamai Industries And Construction Limited	AE-WC	150
9	Vasudha Swaraj Private Limited	AE-WC	150
10	Origo Commodities India Private Limited	AE-EMI	148
11	Arunnachala Impex Private Limited	AE-WC	140
12	Gk Energy Marketers Private Limited	AE-EMI	130
13	New Opportunity Consultancy Private Limited	NP-EMI	119
14	Vasudhaika Software Pvt Ltd	AE-EMI	115
15	Gu Financial Services Pvt Ltd	NP-EMI	106
16	Navachetana Microfin Services Private Limited	AE-EMI	100
17	Mgm Edible Oils Private Limited	AE-WC	100
18	Kute Sons Dairys Limited	AE-WC	100
19	Aachi Masala Foods Pvt Ltd	AE-WC	100
20	Sakthi Sugars Limited	AE-WC	100

e) Details of loans, overdue and classified as non-performing in accordance with RBI stipulations;

Classification	As on 31st Mar 2024
Standard	13,800.90 Mn
NPA	334.82 Mn
Off Book	-
Total	14,135.73 Mn

ii. In order to allow investors to better assess the debt securities issued by the NBFC/ HFC, the following disclosures shall also be made by such issuers in their offer documents:

a) A portfolio summary with regard to industries/ sectors to which borrowings have been granted by NBFCs; NPA exposures of the issuer for the last three financial years (both gross and net exposures) and provisioning made for the same as per the last audited financial statements of the issuer;

Sectors	Total Exposure (includes on balance sheet and off-balance sheet exposure) (Rs. Million) (F.Y 23-24)	Gross NPAs (Rs. Million) (F.Y 23-24)	Gross NPAs (Rs. Million) (F.Y 22-23)	Gross NPAs (Rs. Million) (F.Y 21-22)
1. Agriculture and Allied Activities	10,727.72	255.18	340.14	266.76
2. Industry	460.96	0.42	-	-
3. Services	1,349.91	12.04	208.68	-
4. Personal Loans	1,597.13	67.18	132.24	207.16

b) Quantum and percentage of secured vis-à-vis unsecured borrowings granted by NBFCs; and

LOANS AND ADVANCES INCLUDING BILLS RECEIVABLE (RECEIVABLE FROM FINANCING ACTIVITY)	As at 31 March 2024 Amount outstanding	As at 31 March 2023 Amount Outstanding
Secured	1,051.79	991.80
Unsecured	12,758.61	9,456.24

- c) Any change in promoters' holdings during the last financial year beyond the threshold, as prescribed by RBI from time to time.

Promoter Name (Shares held by promoters at the end of the F.Y 23-24)	Number of shares	Percentage of total shares	Percentage change during the year
Mr. Anil Kumar S G	2,38,257	41.52%	-

- iii. NBFCs shall provide disclosures on the basis of the following draft template:

- a) Classification of loans/ advances given according to:

Sl. No.	Type of loans	Rs.In Million
1	Secured	1,051.79
2	Unsecured	12,758.61
	Total assets under management (AUM)*^	13,810.40

*Information required at borrower level (and not by loan account as customer may have multiple loan accounts);
^Issuer is also required to disclose off balance sheet items;

- b) Denomination of loans outstanding by loan-to-value: - **Not applicable**

Sl. No.	LTV (at the time of origination)	Percentage of AUM
1	Upto 40%	
2	40-50%	
3	50-60%	
4	60-70%	
5	70-80%	
6	80-90%	
7	>90%	
	Total	

c) Sectoral exposure:

Sl. No.	Segment-wise break-up of AUM	Percentage of AUM
1.	Retail	-
A	Mortgages (home loans and loans against property)	-
B	Gold loans	-
C	Vehicle finance	-
D	MFI	-
E	MSME	-
F	Capital market funding (loans against shares, margin funding)	-
G	Others	-
2	Wholesale	-
A	Infrastructure	-
B	Real estate (including builder loans)	-
C	Promoter funding	-
D	Any other sector (as applicable)	-
E	Others	13,810.40
	Total	13,810.40

d) Denomination of loans outstanding by ticket size*:

Sl. No.	Ticket size (at the time of origination)	Percentage of AUM
1	Up to 01 Mn	12%
2	01 to 05 Mn	13%
3	05 to 10 Mn	4%
4	10 to 50 Mn	27%
5	50 to 100 Mn	19%
6	Higher than 100 Mn	25%
	Total	100%

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

e) Geographical classification of borrowers:

Top 5 states borrower wise

Sl. No.	Top 5 states	Percentage of AUM
1	Tamil Nadu	29%
2	Maharashtra	20%
3	Karnataka	11%
4	Andhra Pradesh	6%
5	Telangana	5%
	Total	72%

f) Details of loans overdue and classified as non-performing in accordance with RBI's stipulations:

Movement of gross NPA:

Movement of gross NPA*	Rs. Crore
Opening gross NPA	68.11
- Additions during the year	83.17
- Reductions during the year	33.16
Closing balance of gross NPA	33.48

*Please indicate the gross NPA recognition policy (Day's Past Due)

g) Movement of provisions for NPA

Movement of provisions for NPA	Rs. Crore
Opening balance	4.09
- Provisions made during the year	74.89
- Write-off/ write-back of excess provisions	61.73
Closing balance	17.24

h) Segment-wise gross NPA:

Sl. No.	Segment-wise gross NPA	Gross NPA (%)
1	Retail	-
A	Mortgages (home loans and loans against property)	-
B	Gold loans	-
C	Vehicle finance	-
D	MFI	-

E	MSME	-
F	Capital market funding (loans against shares, margin funding)	-
G	Others	-
2	Wholesale	-
A	Infrastructure	-
B	Real estate (including builder loans)	-
C	Promoter funding	-
D	Any other sector (as applicable)	-
E	Others(Agriculture and Allied Activities, Industry, Services, Personal Loans	7.57%
	Total	7.57%

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

Residual maturity profile of assets and liabilities:

Category	Up to 30/31 days	>1 month – 2 months	>2 months – 3 months	>3 months – 6 months	>6 months – 1 year	>1 years – 3 years	>3 years – 5 years	>5 years	Total
Deposit & Investments	1,078	-	-	-	1	-	0	-	-
Advances	504	449	1,956	2,320	1,704	2,653	2,197	1,882	855
Borrowings	855	21	248	708	1,175	2,563	1,576	3,445	1,325
FCA*									
FCL*									

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

2.28. CONSENT OF DIRECTORS, AUDITORS, BANKERS TO ISSUE, TRUSTEES, SOLICITORS OR ADVOCATES TO THE ISSUE, LEGAL ADVISORS TO THE ISSUE, REGISTRAR TO THE ISSUE, LENDERS (IF REQUIRED, AS PER THE TERMS OF THE AGREEMENT) AND EXPERTS.

Please see below.

Parties	Consent
Directors	Resolutions passed by the finance committee of the board of directors of the Issuer on June 24, 2024, attached as Annexure E of this Key Information Document.
Auditors	Not applicable
Bankers	Not applicable
Trustee	The consent letter of the debenture trustee has been provided in Annexure A of this Key Information Document.
Lenders (if required, as per the terms of the agreement)	Not applicable
Solicitors or Advocates or legal advisors	Not applicable
Lead managers to the issue	Not applicable
Registrar	The consent letter of the Registrar to the Issue has been provided in Annexure K of

	this Key Information Document.
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2.29. DEBENTURE TRUSTEE:

Catalyst Trusteeship Limited has agreed to act as the trustee for and on behalf of the Debenture holder(s) vide its letter bearing reference number CL/DEB/24-25/423 dated June 19, 2024, under Regulation 8 of the SEBI NCS Regulations and has consented to the inclusion of its name in the form and context in which it appears in this Key Information Document, Transaction Documents and in all the subsequent periodical communications sent to the Debenture holders. The consent letter of the debenture trustee has been provided in Annexure A of this Key Information Document.

2.30. UNDERWRITING

Underwriting is not applicable for this Issue.

2.31. WHETHER SECURITY IS BACKED BY GUARANTEE OR LETTER OF COMFORT OR ANY OTHER DOCUMENT/LETTER WITH SIMILAR INTENT. IN CASE SUCH DOCUMENT DOES NOT CONTAIN DETAILED PAYMENT STRUCTURE (PROCEDURE OF INVOCATION OF GUARANTEE AND RECEIPT OF PAYMENT BY THE INVESTOR ALONG WITH TIMELINES), THE SAME SHALL BE DISCLOSED IN THE OFFER DOCUMENT:

Not Applicable

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

i. **The day count convention for dates on which the payment in relation to non-convertible securities which need to be made: Actual/ Actual**

ii. **Procedure and time schedule for allotment and issuance of securities:**

Issue opening date	June 26, 2024
Issue closing date	June 26, 2024
Pay-in Date	June 27, 2024
Deemed Date of Allotment	June 27, 2024

iii. **Cash flow emanating from the NCDs by way of illustration:**

The cash flows emanating from the non-convertible securities according to the day count convention (Actual/ Actual) shall be mentioned in the Key Information Document by way of an illustration.

For the purpose of standardization, if the coupon/ dividend payment date of the non- convertible securities falls on a Sunday or a holiday, the coupon payment shall be made on the next working day. However, the dates of the future payments would continue to be as per the schedule originally stipulated in the offer document. If the maturity date of the debt securities, falls on a Sunday or a holiday, the redemption proceeds shall be paid on the previous working day. In order to ensure consistency, a uniform methodology shall be followed for calculation of interest/ dividend payments in the case of leap year. 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.

methodology shall be followed for calculation of interest/ dividend payments in the case of leap year. 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.

A sample illustration is given below:

Company	Samunnati Financial Intermediation & Services Private Limited
Tenure	18 months from the Deemed Date of Allotment
Face Value	INR 1,00,000

Issue Price	INR 1,00,000
Date of Allotment	June 27, 2024
Redemption Date	December 27, 2025
Redemption Premium, if any	Not Applicable
Frequency of the interest payment with specified dates	Monthly from the Deemed Date of Allotment
Day count Convention	Actual/ Actual

Installment No	Due Date	Amount to be redeemed	Interest amount to be paid	Total Amount
1	27/07/24		678.08	678.08
2	27/08/24		700.68	700.68
3	27/09/24		700.68	700.68
4	27/10/24		678.08	678.08
5	27/11/24		700.68	700.68
6	27/12/24		678.08	678.08
7	27/01/25		700.68	700.68
8	27/02/25		700.68	700.68
9	27/03/25	30,000.00	632.88	30,632.88
10	27/04/25		490.48	490.48
11	27/05/25		474.66	474.66
12	27/06/25	26,250.00	490.48	26,740.48
13	27/07/25		296.66	296.66
14	27/08/25		306.55	306.55
15	27/09/25		306.55	306.55
16	27/10/25		296.66	296.66
17	27/11/25		306.55	306.55
18	27/12/25	43,750.00	296.66	44,046.66

* In the event the Record Date falls on a day which is not a Business Day, the immediately succeeding Business Day shall be considered as the Record Date.

** Date of payment to be same as Due Date unless Due Date falls on a day which is not a Business Day – in case Coupon Payment Date falls on a day that is not a Business Day, then payment of Coupon to be done on immediately succeeding Business Day (except in case of the last Coupon payment, which shall fall on the Maturity Date). If Redemption Date falls on a day that is not a Business day, then redemption payment to be done on immediately preceding Business Day.

n a day that is not a Business day, then redemption payment to be done on immediately preceding Business Day.

Note

The Issuer requested to note that the above cash flow is only illustrative in nature. The deemed date of allotment, Coupon rate, redemption date and frequency of the interest payment shall vary in nature and aforesaid dates may be modified upon receipt of consent/ permission from existing lender, in case of early redemption of any principle repayment as per the provisions of early redemption option in Debenture Trust Deed, the above cash flow may be changed accordingly.

2.33. DISCLOSURES PERTAINING TO WILFUL DEFAULT

Neither the Issuer, nor any of its promoters, the promoter group or directors are debarred from accessing the securities market or dealing in securities by SEBI or are willful defaulters. None of the promoters or directors of the Issuer is a fugitive economic offender, or a promoter or whole-time director of another company which is a willful defaulter.

2.34. DECLARATION BY THE ISSUER

The Issuer hereby confirms that this Key Information Document (read with the General Information Document) is in compliance with and that nothing in this Key Information Document (read with the General Information Document) is contrary to the provisions of Companies Act, the Securities Contracts (Regulation) Act, 1956 and the Securities and Exchange Board of India Act, 1992 and the rules and regulations made thereunder.

2.35. RATING RATIONALE ADOPTED BY THE RATING AGENCIES

Rating: The Debentures are rated BBB/Stable Crisil Ratings Ltd vide their letter dated June 21, 2024.

Please note that the rating is not a recommendation to buy, sell or hold securities and investors should take their own decision. The rating may be subject to revision or withdrawal at any time by the assigning rating agency and each rating should be evaluated independently of any other rating. The rating obtained is subject to revision at any point of time in the future. The rating agencies have a right to suspend, withdraw the rating at any time on the basis of new information etc.

The rating letters and rating rationale in relation to the NCDs has been annexed In **Annexure B** of this Key Information Document.

* The rating rationale adopted shall not be older than 6 (six) months on the date of opening of the issue.

2.36. DIRECTOR'S CERTIFICATE

Please refer **Annexure D** hereto for director's attestation in relation to this Key Information Document (read with the General Information Document).

2.37. SECURITY

The Debentures are secured for the purposes of the Companies Act and the SEBI Regulations. The obligations of the Issuer under the NCDs will be secured by the security interest over certain assets of the Issuer, as described in paragraph/row 49 of Section 2.47 (Summary of the Terms of the Issue) of this Key Information Document.

2.38. LISTING

The Debentures are proposed to be listed on the Whole Sale Debt segment of BSE. The Issuer shall also maintain continuous listing till the term of the Debentures. The Issuer shall comply with all the listing requirements including payment of listing fee to ensure continued listing of the Debentures during the tenor of the Debentures.

In-principle approval from the Stock Exchange for listing of the Debentures has been obtained, and is annexed hereto in the form of **Annexure G** of this Key Information Document.

2.39. Other details

- i. Creation of Debenture Redemption Reserve –NA
- ii. Issue/instrument specific regulations – relevant details (Companies Act, RBI guidelines, etc.).
 - (a) Companies Act, 2013;
 - (b) Companies Act, 1956 (to the extent applicable and in force);
 - (c) Securities Contracts (Regulation) Act, 1956;
 - (d) Companies (Share Capital and Debentures) Rules, 2014;
 - (e) Companies (Prospectus and Allotment of Securities) Rules, 2014;

- (f) *Securities and Exchange Board of India Act, 1992;*
- (g) *the Depositories Act, 1996;*
- (h) *SEBI NCS Regulations, as amended from time to time;*
- (i) *SEBI LODR Regulations, as amended from time to time;*
- (j) *SEBI Debenture Trustee Master Circular, as amended from time to time;*
- (k) *SEBI Master Circular, as amended from time to time;*
- (l) *the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993, as amended from time to time; and*
- (m) *all other relevant laws (including rules, regulations, clarifications, notifications, directives, circulars as may be issued by the Securities Exchange Board of India, the Reserve Bank of India and any statutory, regulatory, judicial, quasi judicial authority.).*

iii. *Default in Payment:*

Please refer to paragraph/row 22 of Section 2.47 (Summary of the Terms of the Issue) of this Key Information Document, below.

iv. *Delay in Listing:*

In case of delay in listing of the Debentures beyond 3 (three) working days from the Issue Closing Date, the Issuer shall pay penal interest of 1% (one percent) per annum over and above the Coupon Rate from the Deemed Date of Allotment till the listing of NCDs, to the Debenture Holders.

v. *Delay in allotment of securities:*

The Issuer is required to allot the Debentures to the Applicants within 2 (two) working days from the Issue Closing Date, in accordance with the SEBI Master Circular.

In accordance with the Companies Act, if the Issuer fails to allot the Debentures to the Applicants within 60 (sixty) calendar days from the date of receipt of the application money, it shall repay the application money to the applicants within 15 (fifteen) calendar days from the expiry of the 60 (sixty) calendar days.

If the Issuer fails to repay the application money within the aforesaid period, then Issuer shall be liable to repay the application money along with interest at 11.50% (eleven point five zero percent) per annum from the expiry of the 60th day. The allotment of securities shall take place only in accordance with applicable law.

vi. *Issue Details:*

2,000 (Two Thousand) senior, secured, listed, rated, transferable, redeemable, non-convertible debentures each having a face value of INR 1,00,000 aggregating to INR 20,00,00,000 (Indian Rupees Twenty Crores Only) by way of private placement.

vii. **Application process:*

*During the period of the Issue, the Eligible Investors can subscribe to the NCDs by completing the Application Form, as annexed hereto in **Annexure F** of this Key Information Document. The Application Form is required to be filled in block letters in English. An Application Form must be accompanied by either demand draft(s) or cheque(s) drawn or made payable in favour of the Issuer or otherwise as may be set out in the Application Form and crossed "Account Payee Only".*

The payment to be made for subscription of the Debentures shall be made from the bank account of the person subscribing to the Debentures and in case of joint holders, the payment should be made from the bank account of the person, whose name appears first in the application.

Please refer to **Annexure F** of this Key Information Document for a copy of the Application Form.

Force Majeure: The Company reserves the right to withdraw the issue prior to the closing date in the event of any unforeseen development adversely affecting the economic and regulatory environment. The Company reserves the right to change the Issue Schedule.

Right to Accept or Reject Applications: The Company reserves its full, unqualified and absolute right to accept or reject the application, in part or in full, without assigning any reason thereof. The rejected applicant will be intimated along with the refund warrant, if applicable. No interest on application money will be paid on rejected applications. The application form that is not complete in all respects is liable to be rejected and would not be paid any interest on the application money. Application would be liable to be rejected on one or more technical grounds, including but not restricted to:

more technical grounds, including but not restricted to:

- a. Number of Debentures applied for is less than the minimum application size;
- b. Application exceeding the issue size;
- c. Bank account details not given;
- d. Details for issue of Debentures in electronic or dematerialised form not given; PAN or GIR and IT Circle or Ward or District not given;
- e. In case of applications under Power of Attorney by limited companies, corporate bodies, trusts, etc. relevant documents not submitted;
- f. In the event, if any Debentures applied for is or are not allotted in full, the excess application monies of such Debentures will be refunded, as may be permitted.

Basis of Allotment:

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

Deemed date of allotment for the issue is June 27, 2024, by which date Investors would be intimated of allotment.

Payment Instructions for EBP Process

The subscription to the Debentures shall be made by the Eligible Investors through the electronic book mechanism as prescribed by SEBI under the EBP Requirements by placing bids on the EBP Platform during the Issue period. In case the Eligible Investors are not registered on the EBP Platform, they will have to register themselves as an "investor" on the EBP Platform (as a one-time exercise) and also complete the mandatory "know your customer" verification process. The Eligible Investors should also refer to the operational guidelines of the relevant EBP in this respect. The disclosures required pursuant to the EBP Requirements are set out hereinbelow:

the operational guidelines of the relevant EBP in this respect. The disclosures required pursuant to the EBP Requirements are set out hereinbelow:

Interest rate parameter	Fixed Coupon
Bid opening and closing date	Bid opening date: June 26, 2024
	Bid closing date: June 26, 2024

<i>Minimum Bid Lot</i>	100 (One Hundred) Debentures (aggregating to INR 1,00,00,000 (Indian Rupees One Crore), and 1 (one) Debenture thereafter
<i>Manner of allotment in the Issue</i>	Uniform Yield Allotment
<i>Manner of settlement in the Issue</i>	Pay-in of funds through ICCL. The pay-in of the Application Money for the Debentures shall be made by way of transfer of funds from the bank account(s) of the Eligible Investors (whose bids have been accepted) as registered with the Electronic Book Provider into the account of the ICCL, as specified in this regard below.
<i>Settlement Cycle & Deemed Date of Allotment</i>	T+1 (T being the day of bidding as per working day convention of recognized stock exchanges) Settlement of the Issue will be on June 27, 2024.

Process flow of settlement:

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

<i>Name of Bank</i>	ICICI Bank
<i>IFSC Code</i>	ICIC0000106
<i>Account number</i>	ICCLEB
<i>Name of beneficiary</i>	Indian Clearing Corporation Limited

<i>Name of Bank</i>	Yes Bank
<i>IFSC Code</i>	YESB0CMSNOC
<i>Account number</i>	ICCLEB
<i>Name of beneficiary</i>	Indian Clearing Corporation Limited

<i>Name of Bank</i>	HDFC Bank
<i>IFSC Code</i>	HDFC0000060
<i>Account number</i>	ICCLEB

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

Debentures into the demat account of the Successful Bidders to EBP, the subscription monies in respect of the Debentures from the aforesaid account of ICCL shall be released into the Issuer's bank account, the details of which are as set out below:

Beneficiary Name:	Samunnati Financial Intermediation & Services Pot Ltd
Bank Account No.	10104895193
IFSC CODE:	IDFB0080101
Bank Name	IDFC First Bank
Branch Address:	KRM Tower Branch, KRM Tower, 7 th Floor , No. 1, Chennai - 600031

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

i. Documents to be provided by Investors / applicants

Investors need to submit the following documents, along with the Application Form, as applicable

- a. Memorandum and Articles of Association along with Certificate of Incorporation/Documents Governing Constitution
- b. Board Resolution / letter authorizing the investment and containing operating instructions
- c. Certified true copy of the Power of Attorney, if applicable
- d. PAN card
- e. Form 15AA for investors seeking exemption from Tax Deduction at Source (TDS) – both on Interest on Application Money as well as annual interest payments
- f. Specimen signature of the authorized signatories, duly certified by an appropriate authority
- g. SEBI Registration Certificate, as applicable
- h. Application form (including RTGS details)

ii. Applications to be accompanied with bank account details

Every application shall be required to be accompanied by the bank account details of the applicant and the magnetic ink character reader code of the bank for the purpose of availing direct credit of interest and all other amounts payable to the Debenture Holder(s) through electronic transfer of funds or RTGS.

iii. Applications under Power of Attorney

In case of applications made under a Power of Attorney or by a Limited Company or a Body Corporate etc., the relevant Power of Attorney or the relevant resolution or authority to make the application, as the case may be, together with the certified true copy thereof along with the certified copy of the Memorandum and Articles of Association and/or Bye-Laws as the case may be must be attached to the Application Form or lodged for scrutiny separately with the photocopy of the Application Form, quoting the serial number of the Application Form at the Company's branch where the application has been submitted failing which the applications are liable to be rejected.

iv. Interest on Application Money

Interest on Application Money will be paid at the applicable coupon rate (subject to deduction of tax at source at the rates prevailing from time to time under the provisions of Income Tax Act, 1961 or any statutory modification or re-enactment thereof) and will be paid on the entire application money on all valid applications.

Such interest shall be paid for the period commencing from the date of credit by way of funds transfer / Real time gross settlement up to one day prior to the date of allotment. No interest on application money would be payable in cases of invalid applications.

v. Letters of Allotment

The Debentures will be credited in dematerialised form within 2 (two) Business Days from the Deemed Date of Allotment

vi. Record Date

The record date for payment of Coupon or repayment of principal shall be 15 (fifteen) of redemption of such Debentures.

vii. Refunds

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

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

viii. Payment on Redemption

Payment on redemption will be made by way of cheque(s)/ redemption warrant(s)/ demand draft(s)/ credit through RTGS system/ funds transfer in the name of the relevant Debenture Holder(s) whose names appear on the List of beneficial owners given by the Depository to the Company as on the Record Date. The Debentures shall be taken as discharged on payment of the redemption amount by the Company on relevant maturity date(s) to the respective registered Debenture Holder(s) whose name appears in the register of debenture holder(s) on the Record Date. Such payment will be a legal discharge of the liability of the Company towards the Debenture Holder(s) of such series. On such payment being made, the Company will inform NSDL/CDSL and accordingly the account of the Debenture Holder(s) with NSDL/CDSL will be adjusted. The Company's liability to the Debenture Holder(s) towards all their rights including for payment or otherwise shall cease and stand extinguished from the due dates of redemption in all events. Further the Company will not be liable to pay any interest or compensation from the dates of such redemption. On the Company dispatching the amount as specified above in respect of the Debentures, the liability of the Company shall stand extinguished.

he Company will not be liable to pay any interest or compensation from the dates of such redemption. On the Company dispatching the amount as specified above in respect of the Debentures, the liability of the Company shall stand extinguished.

ix. Mode of Payment

All payments must be made through cheque(s)/draft(s)/transfers/RTGS as set out in the application form.

x. Effect of Holidays

In the event that any date on which any Coupon payment is required to be made by the Issuer is not a Business Day, the immediately succeeding Business Day shall be considered as the effective date(s) for that payment. In the event that the Redemption Date(s) in respect of the Debentures is not a Business Day, the immediately preceding Business Day shall be considered as the effective date for redemption of Debentures.

xi. Payment of Coupon

Coupon for each of the Coupon periods shall be computed on an actual/actual days a year basis on the principal outstanding on the Debentures at the Coupon Rate. If the Coupon period from start date to end date includes February 29, then interest shall be paid on the basis of (end date-start date)/366.

xii. Tax Deduction at Source

Income tax will be deducted as applicable as per the provisions of Income Tax Act, 1961. Where any deduction of Income Tax is made at source, the Company shall send to the Debenture holder a Certificate of Tax Deduction at Source.

xiii. PAN/GIR Number

Applicant should mention their Permanent Account Number or the GIR Number allotted under Income Tax Act, 1961 and the Income Tax Circle /Ward /District. In case where neither the PAN nor the GIR Number has been allotted, the fact of such a non-allotment should be mentioned in the Application Form in the space provided.

xiv. Signatures

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

xv. Basic terms of the present offer

Refer Section 2.47 (Summary of the Terms of the Issue) in this Key Information Document for issue specific details.

xvi. Minimum Subscription

INR 1,00,00,000/- (Indian Rupees One Crore only) and in multiples of INR 1,00,000/- (Indian Rupees One Lakh only) thereafter.

xvii. Deemed Date of Allotment

All the benefits under the Debentures, including but not limited to the payment of Coupon, will accrue to the Investor from the Deemed Date of Allotment.

All benefits related to the Debentures will be available to the Debenture Holders from the Deemed Date of Allotment. The actual allotment of the Debentures may take place on a date other than the

Deemed Date of Allotment. The Company reserves the right to keep multiple allotment date(s)/Deemed date(s) of Allotment at its sole and absolute discretion without any notice to the Debenture holders. In case the Issue Closing Date is revised, the Deemed Date of Allotment may also be revised by the Company at its sole and absolute discretion.

ole and absolute discretion.

xviii. Market Lot Market lot will be one Debenture

Contributions being made by the promoters or directors either as part of the Issue or separately in furtherance of such objects- None

xix. Security

Refer to Section 2.47 (Summary of the Terms of the Issue) of this Key Information Document.

xx. Debentures in Dematerialized Form

The Company is issuing the Debentures only in dematerialized form and hence no Debentures are being issued in physical form in terms of the Key Information Document. The Company has entered in to Depository Arrangements with NSDL for dematerialization of the Securities.

Applicants have to mention their Depository Participant's name, DP-ID and Beneficiary Account Number/Client ID in the appropriate place in the Application Form. Debentures of successful Debenture Holders having Depository Account shall be credited to their Depository Account.

edited to their Depository Account.

The Debentures shall be held in dematerialised form and no action is required on the part of the Debenture Holder(s) for redemption purposes and the redemption proceeds will be paid by way of cheque(s)/ redemption warrant(s)/ demand draft(s)/ credit through RTGS system/ funds transfer to those Debenture Holder(s) whose names appear on the list of Beneficiaries provided by the Depositories to the Issuer. The names would be as per the Depositories' records on the relevant record date fixed for the purpose of redemption. All such Debentures will be simultaneously redeemed through appropriate debit corporate action. The list of beneficiaries as of the relevant record date setting out the relevant beneficiaries' name and account number, address, bank details and DP's identification number will be given by the Depositories to the Issuer and the Registrar. Based on the information provided above, the Issuer/Registrar will dispatch the cheque for interest / Coupon payments to the beneficiaries. If permitted, the Issuer may transfer payments required to be made in relation to any by electronic transfer of funds/RTGS, to the bank account of the Debenture Holder for redemption and interest/ Coupon payments.

er may transfer payments required to be made in relation to any by electronic transfer of funds/RTGS, to the bank account of the Debenture Holder for redemption and interest/ Coupon payments.

xxi. Joint-Holders

Where two or more persons are holders of any Debenture(s), they shall be deemed to hold the same as joint holders with benefits of survivorship in the same manner and to the same extent and be subject to the same restrictions and limitations as in the case of the existing equity shares of the Company, subject to other provisions contained in the Articles of Association of the Company.

xxii. Mode of Transfer

The Debentures shall be transferable and transmittable in the same manner and to the same extent and be subject to the same restrictions and limitations as in the case of the existing equity shares of the Company. The provisions relating to transfer and transmission, nomination and other related matters in respect of equity shares of the Company, contained in the Articles of Association of the

Company, shall apply *mutatis mutandis* to the transfer and transmission of the Debentures and nomination in this respect.

pect.

The Debentures held in dematerialised form shall be transferred subject to and in accordance with the rules/ procedures as prescribed by NSDL/CDSL and the relevant Depositories of the transferor or transferee and any other applicable laws and rules notified in respect thereof. The transferee(s) should ensure that the transfer formalities are completed prior to the Record Date. In the absence of the same, Coupon will be paid/ redemption will be made to the person, whose name appears in the register of debenture holders maintained by the Depositories under all circumstances. In cases where the transfer formalities have not been completed by the transferor, claims, if any, by the transferees would need to be settled with the transferor(s) and not with the Issuer. The normal procedure followed for transfer of securities held in dematerialized form shall be followed for transfer of these Debentures held in electronic form. The transferor should give delivery instructions containing details of the transferee's depository account to his Depository. Investors may note that subject to applicable law, the Debentures of the Issuer would be issued and traded in dematerialised form only.

sitory account to his Depository. Investors may note that subject to applicable law, the Debentures of the Issuer would be issued and traded in dematerialised form only.

xxiii. Succession

In the event of demise of the sole holder of the Debentures, the Company will 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 Debentures. The Company shall not be bound to recognize such executor, administrator or holder of the succession certificate, unless such executor or administrator obtains probate 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 Directors of the Company may, in their absolute discretion, where they think 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 Debentures standing in the name of the deceased Debenture holder on production of sufficient documentary proof and / or indemnity.

ther legal representation, as the case may be, from a court in India having jurisdiction over the matter. The Directors of the Company may, in their absolute discretion, where they think 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 Debentures standing in the name of the deceased Debenture holder on production of sufficient documentary proof and / or indemnity.

xxiv. Governing law

xxv. g law

The Debentures shall be construed to be governed in accordance with Indian Law.

The courts and tribunals at Chennai shall have exclusive jurisdiction in connection with any dispute arising out of or in connection with this Debentures. The Debenture Holders and the Debenture Trustee shall not be prevented from taking proceedings relating to a dispute in any other courts and tribunals with jurisdiction. To the extent allowed by applicable law, the Debenture Holders and the Debenture Trustee may take concurrent proceedings in any number of jurisdictions. Over and above the aforesaid Terms and Conditions, the said Debentures shall be subject to the Terms and Conditions to be incorporated in the Debentures to be issued to the Debenture Holders and the Debenture Trust Deed.

and Conditions, the said Debentures shall be subject to the Terms and Conditions to be incorporated in the Debentures to be issued to the Debenture Holders and the Debenture Trust Deed.

viii. Disclosure prescribed under PAS-4 of Companies (Prospectus and Allotment of Securities) Rules, 2014

Please refer to **Section 3** of this Key Information Document.

ix. Project Details: Please refer to **Section 2** of the General Information Document.

2.40. THE BROAD LENDING AND BORROWING POLICY INCLUDING SUMMARY OF THE KEY TERMS AND CONDITIONS OF THE TERM LOANS SUCH AS RE-SCHEDULING, PREPAYMENT, PENALTY, DEFAULT; AND WHERE SUCH LENDING OR BORROWING IS BETWEEN THE ISSUER AND ITS SUBSIDIARIES OR ASSOCIATES, MATTERS RELATING TO TERMS AND CONDITIONS OF THE TERM LOANS INCLUDING RE-SCHEDULING, PREPAYMENT, PENALTY, DEFAULT SHALL BE DISCLOSED.

As per **Section 2** of the General Information Document.

2.41. THE AGGREGATE NUMBER OF SECURITIES OF THE ISSUER AND ITS SUBSIDIARY COMPANIES PURCHASED OR SOLD BY THE PROMOTER GROUP, AND BY THE DIRECTORS OF THE COMPANY WHICH IS A PROMOTER OF THE ISSUER, AND BY THE DIRECTORS OF THE ISSUER AND THEIR RELATIVES, WITHIN SIX MONTHS IMMEDIATELY PRECEDING THE DATE OF FILING THE GENERAL INFORMATION DOCUMENT WITH THE REGISTRAR OF COMPANIES, SHALL BE DISCLOSED.

As per **Section 2** of the General Information Document.

2.42. THE SUMMARY OF RESERVATIONS OR QUALIFICATIONS OR ADVERSE REMARKS OF AUDITORS IN THE THREE FINANCIAL YEARS IMMEDIATELY PRECEDING THE YEAR OF ISSUE OF GENERAL INFORMATION DOCUMENT, AND OF THEIR IMPACT ON THE FINANCIAL STATEMENTS AND FINANCIAL POSITION OF THE ISSUER, AND THE CORRECTIVE STEPS TAKEN AND PROPOSED TO BE TAKEN BY THE ISSUER FOR EACH OF THE SAID RESERVATIONS OR QUALIFICATIONS OR ADVERSE REMARKS.

As per **Section 2** of the General Information Document.

2.43. THE DETAILS OF: (A) INQUIRY, INSPECTIONS OR INVESTIGATIONS INITIATED OR CONDUCTED UNDER THE SECURITIES LAWS OR COMPANIES ACT, 2013 OR ANY PREVIOUS COMPANIES LAW; (B) PROSECUTIONS FILED, IF ANY (WHETHER PENDING OR NOT); AND (C) FINES IMPOSED OR OFFENCES COMPOUNDED; IN THE THREE YEARS IMMEDIATELY PRECEDING THE YEAR OF ISSUE OF ISSUE DOCUMENT IN THE CASE OF THE ISSUER BEING A COMPANY AND ALL OF ITS SUBSIDIARIES.

As per **Section 2** of the General Information Document.

2.44. THE DETAILS OF ACTS OF MATERIAL FRAUDS COMMITTED AGAINST THE ISSUER IN THE PRECEDING THREE FINANCIAL YEARS AND CURRENT FINANCIAL YEAR, IF ANY, AND ACTIONS TAKEN BY THE ISSUER.

As per **Section 2** of the General Information Document.

2.45. UNDERTAKING OF THE ISSUER

An undertaking that permission/ consent from the existing creditors for a pari passu charge being created, wherever applicable, in favour of the debenture trustee, is not required to be obtained for the proposed issue, is attached hereto as **Annexure C**.

2.46. DUE DILIGENCE BY THE DEBENTURE TRUSTEE

1. The Debentures shall be considered as secured only if the charged asset is registered with the sub-registrar, registrar of companies, CERSAI or depository, as applicable, or is independently verifiable by the Debenture Trustee.

Applicable

2. Terms and conditions of the debenture trustee appointment agreement including fees charged by the Debenture Trustee, details of the security to be created and the process of due diligence carried out by the Debenture Trustee:

Terms and Conditions of Debenture Trustee Appointment Agreement including fees charged by debenture trustee:

The Issuer has appointed the Catalyst Trusteeship Limited as the Debenture Trustee for the benefit of the NCD Holders. Conditions for fees, costs and expenses to be paid by the Issuer to the Debenture Trustee are as follows:

- (a) The Issuer shall pay to the Debenture Trustee, on demand, so long as it holds the office of the Debenture Trustee, remuneration for its services as the Debenture Trustee in addition to all actual costs and expenses (including legal fees), traveling, out-of-pocket and other costs, charges and expenses which the Debenture Trustee or its officers, employees or agents may incur in connection with the preparation, negotiation of or execution of the Transaction Documents (including any amendment of, supplement to or waiver in respect of the Transaction Documents), against submission of the requisite supporting documents. The remuneration of the Debenture Trustee appointed by the Issuer shall be as per the fee letter bearing reference number **CL/DEB/24-25/423** dated **19th June 2024** issued by the Debenture Trustee to the Issuer (the "**Fee Letter**").
- (b) Any amounts payable to the Debenture Trustee shall be payable within the timelines as mentioned in the Fee Letter from when they are due, failing which penalty at the rate mentioned in the Fee Letter compounded monthly will be paid on such amounts until paid.
- (c) The Issuer shall promptly pay, and in any event before any interest or penalty becomes payable, any stamp or similar tax payable in connection with the execution, enforcement or admissibility in evidence of the Debenture Trustee Appointment Agreement and/or any such amendment, supplement or waiver.

Details of Security to be Created: Please refer to row 13 of Section 2.47 (Summary of the Terms of the Issue) below for description of security to be created.

Process of Due Diligence carried out by the Debenture Trustee:

The Debentures are considered secured for the purposes of the Companies Act, 2013 and the SEBI Regulations. The Debenture Trustee has accordingly issued a due diligence certificate in the format given in [**Schedule IV**] of the SEBI NCS Regulations.

3. Due diligence certificate issued by the Debenture Trustee has been provided in **Annexure H** of this Key Information Document.

2.47. OBJECTS OF THE ISSUE

The Issuer shall use the proceeds from the Issue of Debentures for the purpose detailed in row 13 of Section 2.47 (Summary of the Terms of the Issue).

The proceeds from the Issue of the NCDs will not be applied in the purchase of any business, or any interest in any business, or in purchase or acquisition of any immovable property, or acquisition by the Issuer of shares in any body corporate.

2.48. MATERIAL CHANGES, IF ANY, IN THE INFORMATION PROVIDED IN THE GENERAL INFORMATION DOCUMENT

As per **Section 2** of the General Information Document .

2.49. 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 THIS KEY INFORMATION DOCUMENT IS BEING ISSUED

There are no material developments since the issue of the General Information Document.

2.50. SUMMARY OF THE TERMS OF THE ISSUE

S. No.	Particulars	Description
1.	Security Name (Name of the non-convertible securities which includes coupon/dividend, Issuer name and maturity year)	8.25% Samunnati Financial Intermediation & Services Private Limited 2025
2.	Issuer	Samunnati Financial Intermediation & Services Private Limited
3.	Type of Instrument	Senior, secured, listed, rated, transferable, redeemable, non-convertible debentures.
4.	Nature of Instrument (Secured or Unsecured)	Secured
5.	Seniority (Senior or Subordinated)	Senior
6.	Eligible Investors	<p>The following categories of investors, when specifically approached and have been identified upfront, are eligible to apply for this private placement of Debentures subject to fulfilling their respective investment norms/rules and compliance with laws applicable to them by submitting all the relevant documents along with the Application Form ("Eligible Investors"):</p> <ol style="list-style-type: none"> 1. Any non-QIB including: <ol style="list-style-type: none"> a) Individuals except Politically Exposed Person; b) Hindu Undivided Family; c) Trust; d) Limited Liability Partnerships; e) Partnership Firm(s); f) Portfolio Managers registered with SEBI; g) Association of Persons; h) Companies and Bodies Corporate including Public Sector Undertakings; i) Commercial Banks; j) Regional Rural Banks; k) Financial Institutions; l) Insurance Companies; m) Mutual Funds; n) FPIs /FII, /sub-accounts of FIIs; o) NBFCs; p) Any other investor eligible to invest in these Debentures; 2. Qualified Institutional Buyers ("QIBs") as defined under Regulation 2 (ss) of SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018. <p>All potential Investors are required to comply with the relevant regulations/guidelines applicable to them for investing in this issue of Debentures.</p>
7.	Listing (name of stock exchange(s) where it will be listed and timeline for listing)	The Debentures are proposed to be listed on the Whole Sale Debt segment of BSE.
8.	Rating of the Instrument	The NCDs are rated BBB/Stable from Crisil Ratings Ltd as on the date of this Key Information Document
9.	Issue Size	INR 20,00,00,000 (Indian Rupees Twenty Crore only).

10.	Minimum Subscription	INR 1,00,00,000/- (Indian Rupees One Crore only)
11.	Option to retain oversubscription amount (Amount)	NA
12.	Objects of the issue / purpose for which there is requirement of funds	The proceeds of the Issuance will be utilized for the following purposes: <ul style="list-style-type: none"> • General corporate purposes • for the ordinary course of business of the Issuer including repayment/re-financing of existing debt
13.	In case the issuer is an NBFC and the objects of the issue entail loan to any entity who is a 'group company' then disclosures shall be made in the following format:	As set out in the General Information Document
14.	Details of the utilization of the Proceeds	The Company shall not use the proceeds of the Issue towards: <ol style="list-style-type: none"> any capital market instrument such as equity and equity linked instruments or any other capital market related activities any real estate activity; any speculative purposes; or in contravention of any guidelines, rules or regulations of the RBI applicable to non-banking financial companies; and (v) any purpose, that is not eligible for the providing of financing by banks to non-banking financial companies for bank finance to non-banking financial companies, or, which results in a breach of the RBI's master circular no. DOR.CRE.REC.No.77/21.04.172/2021-22 dated January 5, 2022 on "Bank Finance to Non-Banking Financial Companies (NBFCs)"; <p>PROVIDED HOWEVER, the Company shall be entitled to temporarily invest the funds raised by the Issue in liquid mutual funds and deposits held with scheduled commercial banks until the utilization of the funds raised for the intended Purpose.</p>
15.	Coupon Rate / Dividend Rate	8.25% per annum payable monthly
16.	Step Up/Step Down Coupon Rate	In the event, credit rating of the Debentures is downgraded from the current rating of "CRISIL BBB" (" Rating ") and/or the credit rating of the Company is downgraded from the current rating of "BBB" (" Company Rating ") at any point of time during the tenor of the Debentures, the Interest Rate shall increase by 0.5% (zero decimal five percent) for each notch downgrade of 1 (one) notch from the rating of the Debentures and/or Company (" Step Up Rate "). Such increased rate of interest shall be applicable from the date of such downgrade (" Step Up "). <p>Following the Step Up until the rating of the Debentures and/or Company is restored to the Rating and/or the Company Rating (as the case may be), if the rating of the Debentures and/or the Company is upgraded, the prevailing Step Up Rate shall be decreased by 0.5% (zero decimal five percent) for each upgrade of 1 (one) notch from the rating of the Debentures and/or the Company (until the rating of the Debentures and/or the Company is restored to the Rating and/or the Company Rating (as the case may be)) and such decreased rate of interest shall be applicable from the date of such upgrade. PROVIDED THAT the decreased rate of interest in accordance with this provision cannot, in any case, be lower than the Interest Rate.</p> <p>It is clarified that, if following the Step Up, the rating of the Debentures and/or the Company is restored to the Rating and/or the Company Rating (as the case may be), then the interest shall be payable at the Interest Rate, from the date that the relevant rating is</p>

		restored. <i>In case the Company has obtained rating in relation to the Debentures and/or the Company from more than one rating agency, the lowest rating issued by the rating agency in relation to the Debentures and/or the Company shall be considered for the purpose of increase in the Interest Rate.</i>																		
17.	Coupon Payment Frequency	Every month																		
18.	Coupon payment dates	<table border="1"> <tr><td>27/07/24</td></tr> <tr><td>27/08/24</td></tr> <tr><td>27/09/24</td></tr> <tr><td>27/10/24</td></tr> <tr><td>27/11/24</td></tr> <tr><td>27/12/24</td></tr> <tr><td>27/01/25</td></tr> <tr><td>27/02/25</td></tr> <tr><td>27/03/25</td></tr> <tr><td>27/04/25</td></tr> <tr><td>27/05/25</td></tr> <tr><td>27/06/25</td></tr> <tr><td>27/07/25</td></tr> <tr><td>27/08/25</td></tr> <tr><td>27/09/25</td></tr> <tr><td>27/10/25</td></tr> <tr><td>27/11/25</td></tr> <tr><td>27/12/25</td></tr> </table>	27/07/24	27/08/24	27/09/24	27/10/24	27/11/24	27/12/24	27/01/25	27/02/25	27/03/25	27/04/25	27/05/25	27/06/25	27/07/25	27/08/25	27/09/25	27/10/25	27/11/25	27/12/25
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19.	(Cumulative / non cumulative, in case of dividend)	N/A																		
20.	Coupon Type (Fixed, floating or other structure)	Fixed, subject to reset in the manner given in paragraph 14 (Step Up/ Step Down Coupon Rate) above.																		
21.	Coupon Reset Process (including rates, spread, effective date, interest rate cap and floor etc.)	Please refer to paragraph 14 (Step Up/Step Down Coupon Rate) above.																		
22.	Day Count Basis (Actual/ Actual)	Actual/ Actual																		
23.	Interest on Application Money	At Interest Rate (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 the Company's Designated Bank Account up to one day prior to the Deemed Date of Allotment Where Pay-in Date and Deemed date of Allotment are the same, no interest on Application money is to be paid.																		
24.	Default Interest Rate	<p>Payment Default including Event of Default</p> <p><i>If, at any time, there shall be a payment default or any other Event of Default, the Company agrees to pay an additional interest rate of 2% per annum above the applicable Interest Rate on the Outstanding Principal Amount from the date of the occurrence of the payment default or Event of Default until such payment default or Event of</i></p>																		

		<p>Default is cured or the final redemption amount is paid (whichever is earlier).</p> <p>Breach of Covenants</p> <p>In case of default by the Issuer in the performance of any of the covenants as set under the Transaction Documents, including but not limited to the financial covenants of this Issuance, additional interest at 2% p.a. (two-point zero zero percent) over the Interest Rate will be payable by the Issuer for the defaulting period.</p> <p>Delay in security creation</p> <p>In the event the Issuer's fails to execute Hypothecation Agreement and perfect security within the timelines, the Issuer shall pay additional interest of 2.00% (two point zero zero percent) over and above the Interest Rate.</p> <p>Delay in listing</p> <p>In accordance with the SEBI NCS Listing Regulations read together with the Listed NCDs Master Circular, the Company confirms that in the event there is any delay in listing of the Debentures beyond 3 (three) trading days from the date of closure of the issue for the Debentures, the Company (i) will pay to the Debenture Holders, penal interest of 1% (one percent) per annum over the Interest Rate for the period of delay from the Deemed Date of Allotment until the listing of the Debentures is completed.</p> <p>Unless specifically provided otherwise, any additional/Default Interest payable by the Company in accordance with the Transaction Documents shall be in addition to and independent of any additional/Default Interest payable by the Company in accordance with any other provision of the Transaction Documents.</p>
25.	Tenor	18 (eighteen) months from the Deemed Date of Allotment
26.	Redemption Date	18 months from the Deemed Date of Allotment being December 27, 2025, or any Early Redemption Date or prepayment date.
27.	Redemption Amount	The Debentures will be redeemed at par
28.	Redemption Premium/Discount	N/A
29.	Issue Price	INR 1,00,000/- (Indian Rupees One Lakh Only) per NCD
30.	Discount at which such security is issued and the effective yield as a result of such discount	None
31.	Premium/Discount at which	None

	<i>security is redeemed and the effective yield as a result of such premium/discount.</i>																			
32.	Put Date	N/A																		
33.	Put Price	N/A																		
34.	Call Date	N/A																		
35.	Call Price	N/A																		
36.	Put Notification Time (Timelines by which the investor needs to intimate Issuer before exercising the put)	N/A																		
37.	Call Notification Time (Timelines by which the Issuer need to intimate investor before exercising the call)	N/A																		
38.	Face Value	INR 1,00,000 (Indian Rupees One Lakh only)																		
39.	Minimum Application and in multiples of thereafter	INR 1,00,000 (Indian Rupees One Lakh only) and in multiples of 1 NCD thereafter																		
40.	Issue Timing	Not applicable																		
41.	Issue Opening Date	June 26, 2024																		
42.	Issue Closing Date	June 26, 2024																		
43.	Date of earliest closing of the issue, if any	Same as Issue Opening Date, i.e. June 26, 2024																		
44.	Pay-in Date	June 27, 2024																		
45.	Deemed date of allotment	June 27, 2024																		
46.	Settlement mode of the Instrument	RTGS/NEFT																		
47.	Depository	NSDL, CSDL																		
48.	Disclosure of Interest /dividend/redemption dates	<table border="1"> <tr><td>27/07/24</td></tr> <tr><td>27/08/24</td></tr> <tr><td>27/09/24</td></tr> <tr><td>27/10/24</td></tr> <tr><td>27/11/24</td></tr> <tr><td>27/12/24</td></tr> <tr><td>27/01/25</td></tr> <tr><td>27/02/25</td></tr> <tr><td>27/03/25</td></tr> <tr><td>27/04/25</td></tr> <tr><td>27/05/25</td></tr> <tr><td>27/06/25</td></tr> <tr><td>27/07/25</td></tr> <tr><td>27/08/25</td></tr> <tr><td>27/09/25</td></tr> <tr><td>27/10/25</td></tr> <tr><td>27/11/25</td></tr> <tr><td>27/12/25</td></tr> </table>	27/07/24	27/08/24	27/09/24	27/10/24	27/11/24	27/12/24	27/01/25	27/02/25	27/03/25	27/04/25	27/05/25	27/06/25	27/07/25	27/08/25	27/09/25	27/10/25	27/11/25	27/12/25
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49.	Record date	15 (fifteen) calendar days prior to the Interest Payment Date, Redemption Date, Scheduled Maturity Date or any date on which any payment is to be made by the Company/ the Debenture Trustee to the Debenture Holders in accordance with the terms of the Debentures, on the basis of which, the determination of the persons entitled to receive payment of the accrued Interest, redemption of principal and other payments, if any, as the case may be, in respect of																		

		the Debentures shall be made.
50.	All covenants of the issue (including side letters, accelerated payment clause, etc.)	As extracted in Annexure I of this Key Information Document, and as more particularly described in the Debenture Trust Deed.
51.	Description regarding Security (where applicable) including type of security (movable/immovable/tangible etc.), type of charge (pledge/hypothecation/ mortgage etc.), date of creation of security/ likely date of creation of security, minimum security cover, revaluation, replacement of security interest to the debenture holder over and above the coupon rate as specified in the Debenture Trust Deed and disclosed in this Key Information Document (read with the General Information Document)	<p>The Issue shall be secured by way of a first ranking exclusive and continuing charge to be created pursuant to the deed of hypothecation to be executed between the Issuer and the Debenture Trustee ("Deed of Hypothecation") over certain identified receivables of the Issuer (the "Hypothecated Assets"). A security cover of 1.10x (One Decimal Point One Zero Times) the value of the outstanding principal plus accrued interest/obligations, if any, of this Debentures shall be maintained at all times until the redemption of the Debentures ("Security Cover").</p> <ul style="list-style-type: none"> • The security will be created upfront and perfected within 30 (thirty) days from the execution of Deed of Hypothecation. Issuer's failure to create and perfect security shall attract 2% additional interest and give an option to the Debenture holders for early redemption. • The Issuer undertakes to provide a list and details on a monthly basis, of Hypothecated Assets client loan ("Monthly Hypothecated Asset Report") to the Debenture Trustee. • The modification of charges in Form CHG-9 shall be filed with the with ROC within 30 (Thirty) days from end of calendar quarter wherein charge over the replaced security shall be created and security which does not meet the eligibility criteria shall be removed. <p><u>Eligibility Criteria for the Hypothecated Assets:</u></p> <ol style="list-style-type: none"> a. All applicable "know your customer" requirements prescribed by the RBI have been complied with; b. Each Hypothecated Asset is a loan provided by the Issuer in its ordinary course of business, c. The receivables are existing at the time of selection and have not been terminated or pre-paid; d. The receivables have not been restructured or rescheduled and are current. e. Each client loans must satisfy the Issuer's credit and underwriting policies, including credit referencing agency checks where commonly used; f. Each client loan must be directly originated by the Issuer and not loans purchased from a third party; g. Each asset shall be less than 60 dpd on the books of Issuer h. all loans hypothecated under the deed of hypothecation comply with RBI norms and guidelines; i. all loans should be free from any other current or future encumbrances; j. if multiple loans are extended to the same borrower/ group of borrowers, the Hypothecated receivables should include all such loan; k. Overdue receivables or receivables that do not meet the Eligibility Criteria shall be replaced with fresh portfolio of same amount with assets that meet the eligibility criteria within 30 calendar days.

52.	Transaction Documents	<p>Including but not limited to the following documents:</p> <ul style="list-style-type: none"> i. Debenture Trust Deed; ii. General information Document/Key Information Document/PAS-4; iii. Debenture Trustee Agreement; iv. Deed of Hypothecation; v. Term Sheet; vi. Board and Shareholders Resolution authorising the Issue; and <p>Any other documentation as may be desired by the Debenture Trustee and mutually agreed with Issuer</p>
53.	Conditions Precedent to Disbursement	<p>The Issuer shall fulfil the following Conditions Precedent in the format prescribed by the Debenture Trustee and submit Conditions Precedent documentation where applicable to the Debenture Trustee, prior to the Pay in Date for the Debentures:</p> <ul style="list-style-type: none"> i. A certified true copy of the constitutional documents of the Company (being its Memorandum and Articles of Association and Certificate of Incorporation) shall have been submitted to the Debenture Trustee; ii. All corporate approvals from the Board of Directors and shareholders of the Company, if applicable, shall have been received for the issuance of the Debentures and the execution, delivery and performance by the Company of the Transaction Documents in accordance with the Companies Act, 2013, the Companies (Prospectus and Allotment of Securities) Rules, 2014, specifically Section 180(1)(c), if applicable and Section 42 of the Companies Act, 2013, the Companies (Share Capital and Debentures) Rules, 2014 and other rules prescribed; iii. Execution of the Transaction Documents including PAS 4 in a form and manner satisfactory to the Debenture Trustee shall have taken place; iv. The Company shall have provided to the Debenture Trustee a certificate from a director/company secretary of the Company certifying that: <ul style="list-style-type: none"> a) the persons authorised to sign the Transaction Documents and any document to be delivered under or in connection therewith, on behalf of the Company, together with the names, titles and specimen signatures of such authorised signatories; b) the Company and its Directors have the necessary powers under the Memorandum and Articles of Association of the Company to borrow moneys pursuant to the issuance of the Debentures; c) the borrowing of moneys pursuant to the issuance of the Debentures and creation of Security over the Hypothecated Assets will not cause any limit binding on the Company to be exceeded; d) no consents and approvals are required by the Company from its creditors or any Governmental Authority or any other person for the issuance of the Debentures and creation of security under the Deed of Hypothecation; e) no Material Adverse Effect has occurred in the Company, and/or the business of the Company; f) absence of any Event of Default, any potential Event of Default, any force majeure event and any Material Adverse Effect; g) all representations and warranties contained in this Deed are true and correct in all material respects on and as of the Deemed Date of Allotment, before and after giving effect to the Issue and to the application of the proceeds therefrom; and

		<p>h) no investor or shareholder consent/approval, pursuant to the articles of association of the Company or any shareholders' agreements or other documents/instruments entered into by the Company and its shareholders and investors, is required for the Company to enter into or perform its obligations under the Transaction Documents.</p> <p>v. Copy of the e-Form MGT-14 filed with the ROC with respect to the board resolution or shareholders' resolution (as applicable and if required under the Act) passed for the issue of Debentures;</p> <p>vi. a copy of the rating letter and/or the rating rationale issued by the Rating Agency in relation to the Debentures;</p> <p>vii. a copy of the consent from the Registrar to act as the Registrar and Transfer Agent for the issue of Debentures;</p> <p>viii. The Company shall have received consent from the Debenture Trustee to act as the Debenture Trustee for the issue of Debentures;</p> <p>ix. Due execution of the Depository Agreements by, inter-alia, the Depository and the Company;</p> <p>x. Due execution of the Tripartite Agreement by, inter-alia, the Registrar and Transfer Agent, Depository and the Company;</p> <p>xi. The Company shall have submitted to the Debenture Trustee, all required documents for the purpose of satisfying its respective KYC requirements;</p> <p>xii. The Company shall have submitted to the Debenture Trustee, a copy of the in-principle approval provided by the BSE in respect of the listing of the Debentures;</p> <p>xiii. The Company shall have circulated the Disclosure Documents along with Offer Letter for the issue of the Debentures;</p> <p>xiv. The Company shall have obtained due-diligence certificate in 'Annexure IIA' of the Master Circular for Debenture Trustee from the Debenture Trustee;</p> <p>xv. The Company shall have created security in accordance with the Master Circular for Debenture Trustee, Operational guidelines for 'Security and Covenant Monitoring' using Distributed Ledger Technology (DLT) dated March 29, 2022 and ancillary Circulars issued by SEBI thereof;</p> <p>xvi. The Company shall have submitted to the Debenture Trustee, its audited account statements for the most recent financial year;</p> <p>xvii. The Company shall have submitted to the Debenture Trustee, evidence that the fees, costs and expenses due from the Company pursuant to the Transaction Documents prior to execution have been paid to the satisfaction of the Debenture Trustee;</p> <p>xviii. such other information, documents, certification by the Company's authorized representatives, opinions and instruments as the Debenture Holders may reasonably request.</p>
54.	<p>Condition Subsequent to Disbursement</p>	<p>Company shall fulfil each of the following conditions within the stipulated timelines:</p> <p>a. Certified true copy of the board resolution for the allotment of the relevant Debentures, within 2 (two) Business Days of the Deemed Date of Allotment of Debentures.</p> <p>b. the Company shall make the application for listing of the Debentures and obtain listing of the Debentures within the time period prescribed under the SEBI Listing Timelines Requirements;</p> <p>c. the Company shall ensure that the Debentures are credited into the demat account(s) of the Debenture Holders within 2 (Two) Business Days from Deemed Date of Allotment or such time as set out under Listed NCDs Master Circular as amended from time to time.</p>

	<ul style="list-style-type: none">d. The Company shall immediately on receipt of funds, take on all necessary steps to, including making all applicable filings in the Registrar of Companies and obtaining all necessary approvals including filing Form PAS 5 along with the list of allottees and Form PAS 3 along with requisite fee within the timelines prescribed by the Act and Rules thereunder.e. The Company shall have submitted a copy of filed Form CHG-9 (as per the Act) with the relevant Registrar of Companies by the Company within 30 (thirty) days of execution of Hypothecation Agreement, together with the certificate of registration of charge obtained in relation to the same.f. s of execution of Hypothecation Agreement, together with the certificate of registration of charge obtained in relation to the same.g. Providing all the necessary assistance to the Debenture Trustee for filing of and registering with the Central Registry under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 for the exercise of the rights, powers and authority hereby conferred on the Debenture Trustee for effecting and perfecting the Security created or purported to be created under each Hypothecation Agreement and for enforcement of such Security within the timeline stipulated under Applicable Law.h. purported to be created under each Hypothecation Agreement and for enforcement of such Security within the timeline stipulated under Applicable Law.i. Applicable Law.j. Copy of Form PAS-5 being maintained by the Company in accordance with the Act, where the Company has recorded the names of the subscribers to the relevant Debentures within 7 (seven) Business Days of Deemed Date of Allotment of Debentures.k. The Company shall have obtained due-diligence certificate in 'Annexure IIB' of the Master Circular for Debenture Trustee from the Debenture Trustee.l. The Company shall provide an end-use certificate from a statutory auditor certifying that funds have been utilized in accordance with Transaction Documents (along with the description of such utilization), within 60 (sixty) days of the Deemed Date of Allotment.m. As applicable to the Company in accordance with the Applicable Law(s), relevant filings in the prescribed form to be made with an information utility registered with the Insolvency and Bankruptcy Board of India in accordance with provisions of the Insolvency Code and other regulations including the Insolvency and Bankruptcy Board of India (Information Utilities) Regulations, 2017.n. The Company shall list the Debentures within applicable timelines.o. The Company shall ensure compliance such other condition and provide such other information and documents and execute such documents as are customary for a financing similar to the issuance of the Debentures or as Subscriber may reasonably request or as maybe required under the applicable law (including without limitation, the Companies Act and any other guidelines/circulars issued by the SEBI and/or RBI).p. The Company shall ensure that the Articles of Association of the Company has an enabling clause to allow the appointment of a Nominee Director by the Debenture Trustee in specified cases, within the timelines prescribed by the Securities and Exchange
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		Board of India in this regard. q. ow the appointment of a Nominee Director by the Debenture Trustee in specified cases, within the timelines prescribed by the Securities and Exchange Board of India in this regard.
55.	Event of Default (including manner of voting /conditions of joining Inter Creditor Agreement)	As extracted in Annexure I of this Key Information Document, and are as more particularly described in the Debenture Trust Deed.
56.	Creation of recovery expense fund	NA
57.	Conditions for breach of covenants (as specified in Debenture Trust Deed)	As extracted in Annexure I of this Key Information Document, and as more particularly described in the Debenture Trust Deed and Debenture Trustee Appointment Agreement.
58.	Provisions related to Cross Default Clause	As extracted in Annexure I of this Key Information Document, and as more particularly described in the Debenture Trust Deed and Debenture Trustee Appointment Agreement.
59.	Role and Responsibilities of Debenture Trustee	As extracted in Annexure I of this Key Information Document, and as more particularly described in the Debenture Trust Deed and Debenture Trustee Appointment Agreement.
60.	Risk factors pertaining to the Issue	Please refer to Section 1 of the General Information Document and Section 1 of this Key Information Document
61.	Governing Law and Jurisdiction	The Governing law will be the Indian Law and the Issuer submits to the exclusive jurisdiction of the courts in Chennai.
62.	Manner of Pay-in of Funds	Through Indian Clearing Corporation Limited
63.	Delay in Listing	In accordance with the SEBI NCS Listing Regulations read together with the Listed NCDs Master Circular, the Company confirms that in the event there is any delay in listing of the Debentures beyond 3 (three) trading days from the date of closure of the issue for the Debentures, the Company (i) will pay to the Debenture Holders, penal interest of 1% (one percent) per annum over the Interest Rate for the period of delay from the Deemed Date of Allotment until the listing of the Debentures is completed.

Notes:

- a. If there is any change in coupon rate pursuant to any event including lapse of certain time period or downgrade in rating, then such new coupon rate and the events which lead to such change should be disclosed.
- b. The list of documents which have been executed in connection with the issue and subscription of debt securities shall be annexed.
- c. The issuer shall provide granular disclosures in their issue 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".

The Issue proceeds will be utilized only for:

- a. General corporate purposes
- b. for the ordinary course of business of the Issuer including repayment/re-financing of existing debt
- d. While the debt securities are secured to the tune of 100% of the principal and interest amount or as per the terms of offer document/ General Information Document/ key Information Document, in favour of Debenture Trustee, it is the duty of the Debenture Trustee to monitor that the security is maintained, however, the recovery of 100% of the amount shall depend on the market scenario prevalent at the time of enforcement of the security.
- e. Debt securities shall be considered as secured only if the charged asset is registered with Sub-registrar and Registrar of Companies or CERSAI or Depository etc., as applicable, or is independently verifiable by the debenture trustee.

- f.t is registered with Sub-registrar and Registrar of Companies or CERSAI or Depository etc., as applicable, or is independently verifiable by the debenture trustee.
- g. Before making the application for listing of debt securities, the Issuer shall create charge as specified in the Debenture Trust Deed/ General Information Document/ Key Information Document, in favour of the debenture trustee and also execute debenture trust deed (DTD) with the Debenture trustee. The Stock Exchange(s) shall list the debt securities only upon receipt of a due diligence certificate as per format specified in NCS Listing Regulations from debenture trustee confirming creation of charge and execution of the Debenture Trust Deed. The charge created by Issuer shall be registered with Sub-registrar, Registrar of Companies, CERSAI, Depository etc., as applicable, within 30 days of creation of such charge. In case the charge is not registered anywhere or is not independently verifiable, then the same shall be considered a breach of covenants/ terms of the issue by the Issuer.
- h. The Issuer reserves the right to make multiple issuances under the same ISIN. Any such issue can be made either by way of creation of a fresh ISIN or by way of issuance under an existing ISIN at premium/par/discount as the case may be.

2.51. THE MATTERS RELATING TO MATERIAL CONTRACTS

Set out below is the statement containing particulars of, dates of, and parties to all material contracts and agreements of the Issuer:

- Memorandum and Articles of Association;
- Credit Rating Limited Letter dated June 21, 2024 from Crisil Rating Limited;
- Consent from Catalyst Trusteeship Limited to act as trustee vide its letter bearing reference number CL/DEB/24-25/423 dated 19th June 2024;
- Consent of Integrated Registry Management Services Pvt Ltd to act as Registrar and Transfer Agent vide their Letter dated June 20, 2024.
- Audited annual reports for the last 3 financial years, i.e. financial year 2021-2022, 2022-2023 and 2023-2024¹;
- Certified true copy of the resolution passed by the finance committee of the board of directors of the Issuer on June 24, 2024;
 - List of authorized signatories under the resolutions: Mr. Anil Kumar S G, Director & CEO (DIN: 01189011) or
 - Mr. Gurunath N, Whole-time Director (DIN: 02799586) or
 - Mr. Anand Subramanian – Group CFO or
 - Mr. Saravanan K – Head – Treasury or
 - Mr. Ramanathan A, JGM – Treasury Operations or
 - Ms. Devisri Mathavan, Relationship Manager – Treasury or
 - The Company Secretary of the Company
- Debt Listing Agreement;
- Debenture Trust Deed to be executed between inter alia the Issuer and the Debenture Trustee;
- Debenture Trustee Appointment Agreement dated June 24, 2024 executed between the Issuer and the Debenture Trustee;

other agreements/ documents executed/ to be executed in connection with the issue and the subscription of the NCDs and any other document designated as such by the Debenture Trustee.

2.52. INCONSISTENCY/REPUGNANCE

In the event of any repugnancy, inconsistency or conflict between the terms and conditions stipulated in the General Information Document, this Key Information Document and the other Transaction Documents, the terms and conditions of the: (a) Debenture Trust Deed shall prevail over the General Information Document and the Key Information Document; and (b) Key Information Document shall prevail over the General Information Document.

SECTION 3: DISCLOSURES UNDER COMPANIES ACT, 2013

1. GENERAL INFORMATION

- i. Name, address, website and other contact details of the Company, indicating both registered office and the corporate office:

Name	:	SAMUNNATI FINANCIAL INTERMEDIATION & SERVICES PRIVATE LIMITED
Registered Office of Issuer	:	Baid Hi Tech Park, 8th Floor, No 129-B, ECR Road, Thiruvannmiyur, Chennai - 600041
Corporate Office of Issuer	:	Baid Hi Tech Park, 8th Floor, No 129-B, ECR Road, Thiruvannmiyur, Chennai - 600041
Corporate Identity Number	:	U65990TN2014PTC096252
Phone No.	:	+91 04466762400
Contact Person	:	Saravanan K
Email	:	saravanan.k@samunnati.com
Website	:	www.samunnati.com

- ii. Date of Incorporation of the Company: June 23, 2014

- iii. Business carried on by the Issuer and its subsidiaries with the details of branches or units, if any:

Samunnati stands for inclusive growth & collective prosperity for all. Samunnati is a specialised Agri value chain enabler that provides innovative and customized financial and non-financial solutions exclusively for Agri and allied activities.

Samunnati works with a belief that for a value chain to work well, all the chain actors need to have access to markets, customized advisory services, technology and appropriate financial services – to achieve the objective of ‘Making markets work for small holder farmers’ and ‘making the value chains operate at a higher equilibrium’. Samunnati currently works with over 700 Farmer Producer Organisations and Agri Enterprises which in turn has an outreach to over 4 million farmers.

Samunnati’s AMLA [Aggregation, Market Linkage and Advisory Services] Approach on, Market Linkage and Advisory Services] Approach

As a change maker, Samunnati began its initiatives in 2014 and has adopted a holistic approach to address the needs of farmer producer organisations (FPOs). In addition to providing finance to FPOs, Samunnati has focused on the following elements to comprehensively support farmers and strengthen the FPO model:

- *Enabling capacities of farmers, FPOs and promoters*
- *Establishing centers of excellence in agriculture & allied activities*
- *Empowering FPOs with Aggregation, Market Linkages and Advisory Services (AMLA)*
- *Enhancing productivity & income through customised solutions*

Aggregation: Samunnati works with FPOs and its members in assisting them to establish agri input shops, increase collective bargaining power and collaborate with input suppliers to ensure bulk sourcing.

Market Linkage: Samunnati works with FPOs to establish links in local, regional and national markets. Increased technical & financial capacities of FPOs benefit members in getting a relatively better price for their produce. Infrastructure support helps FPOs to construct warehouses & establish processing units to get increased returns. Linkage of buyers & sellers (both offline and online) through a marketplace is a key solution.

Advisory Services: Samunnati works with FPOs and their promoters on subjects like: situation analysis, business planning, capacity building on compliance, financial literacy, convergence with

government schemes, irrigation options, post-harvest management protocols and establishing centers of excellence in Agri & allied activities.

(A) Details of subsidiaries or branches or units of the Issuer:

a. A brief summary of the business activities of the subsidiaries of the issuer:

- Samunnati Agro Solutions Private Limited is a wholly owned subsidiary of the Company which trades in Agro commodities.
- Samunnati Finance Private Limited is a wholly owned subsidiary of the Company incorporated on September 22, 2021. The wholly owned subsidiary is yet to commence its business operations and is awaiting the issuance of Non-Banking Finance Company license from the Reserve Bank of India.
- Samunnati Agri Innovations Lab Private Limited (“SAIL”) (formerly known as Kamatan Farm Tech Private Limited), which deals in trading of Agro commodities, was acquired as a wholly owned subsidiary on April 16, 2021. During the year under review, the name was changed in order to align the name with the strategic and innovation verticals handled by SAIL. Apart from trading in Agro Commodities, SAIL also strives to make markets work for small holder farmers through strategy, innovation, establishing non-linear business growth channels of crowd and community sourced rural franchisee network of Agri Entrepreneurs, Village Level Entrepreneurs, Farmer Financing, Agri value chain financing through anchor institutions like Agri startups, Business Correspondents and online debt marketplace channels.
- Business Correspondents and online debt marketplace channels.
- Samunnati Foundation, a wholly owned subsidiary, is a not-for-profit company incorporated under Section 8 of the Companies Act, 2013. It was established to enable inclusive growth and create opportunities for the unserved/ underserved communities in the agricultural ecosystem in order to make a tangible difference to the livelihood of small holder farmers. Samunnati Foundation has been excluded from consolidation as its inclusion is not material to the Group and being not for profit organisation, impairs its ability to transfer any benefit to the Company.
- s ability to transfer any benefit to the Company.
- Samunnati Investment Management Services Private Limited was incorporated as a wholly owned subsidiary of Samunnati Agro Solutions Private Limited on March 08, 2022, which will manage an Alternative Investment Fund (“AIF”) (Category 2 – Debt fund) with emphasis on Sustainability, Scalability and Impact. Samunnati Investment Management Services Private Limited is in the process of obtaining requisite license and approvals and is yet to commence its business operations.
- operations.

iv. Brief particulars of the management of the Issuer:

Following is the composition of the Board of Directors, as on date.

S. No.	Name of the Directors	Designation
1	Mr. Narasimhan Srinivasan	Independent Director
2	Mr. Sunil Satyapal Gulati	Independent Director
3	Mr. Krishnan K	Independent Director
4	Ms. Jyotsna Krishnan	Nominee Director
5	Mr. Mahendran Balachandran	Nominee Director
6	Mr. Akshay Dua	Nominee Director
7	Mr. Stephen Dongwon Lee	Nominee Director
8	Mr. Anil Kumar S G	Founder and CEO
9	Mr. Gurunath N	Wholetime Director

v. Name, address, DIN and occupations of the directors:

S. No.	Name of the Director	Occupation	DIN No	Address
1	Mr. Narasimhan Srinivasan	Independent Director	01501266	T2, 403, Kapil Malhar, Baner Road, Baner, Pune, 411045, Maharashtra, India
2	Mr. Sunil Satyapal Gulati	Independent Director	00016990	Flat No.703, Sterling Sea Face, Dr. AB Road, Near Poonam Chambers, Worli, Mumbai – 400018

3	Mr. Krishnan K	Independent Director	01109189	2B, Block D, Raintree Apartments, 21 Venus Colony, 2nd Cross Street, Alwarpet, Chennai – 600018
4	Ms. Jyotsna Krishnan	Nominee Director	06572288	1031, Prestige Woodland Park, Banaswadi Main Road, Next to ITC Infotech, Maruthisevanagar, Cox Town, Bengaluru, Karnataka – 560005
5	Mr. Mahendran Balachandran	Nominee Director	00121640	301, F Block, 3, Raheja Residency, Koramangla, Bangalore – 560034
6	Mr. Akshay Dua	Nominee Director	03144843	D-1901, Phase-II, Lake Homes, Near Gopal Sharma School, Powai, Mumbai – 400076
7	Mr. Stephen Dongwon Lee	Nominee Director	08640160	3 Hullet Road 08-03, NA, Singapore, 22 9158, NA, Singapore
8	Mr. Anil Kumar S G	Founder and CEO	01189011	No. 1402, Aurora Block, 14th Floor, ASV Alexandria, Sholinganallur, Chennai – 600119
9	Mr. Gurunath N	Wholetime Director	02799586	Plot No.16, Ahaan Old 116, New 49, Govind Royal Enclave, Vettuvankeni, Injambakkam, Kancheepuram – 600115

vi. Management perception of Risk Factors: Please refer to **Section 1** of the General Information Document read with **Section 1** of this Key Information Document above.

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

A.	Statutory Dues:	Nil
B.	Debentures and interest thereon:	Nil
C.	Deposits and interest thereon:	Nil
D.	Loans from any banks or financial institution and interest thereon:	Nil

viii. Name, designation, address and phone number, email ID of the nodal / compliance officer of the Company, if any, for the Issue:

Name: Arun Kumar Sridharan
Designation: Compliance Officer
Address: Baid Hi Tech Park, 8th Floor, No 129-B, ECR Road, Thiruvannmiyur, Chennai – 600041
Phone No.: 9677027227
Email: arunkumar.sridharan@samunnati.com

ix. Details of any default in annual filing of the Issuer company under the Companies Act, 2013 or the rules made thereunder: NIL

2. PARTICULARS OF OFFER

Financial position of the Company for the last 3 financial years (i.e. FY 21, FY 22 and FY 23)	Please refer to the General Information Document								
Date of passing of Board Resolution	January 23, 2024								
Date of passing of resolution in general meeting, authorizing the offer of securities	March 20, 2024								
Date of passing of Finance Committee Resolution	June 24, 2024								
Kind of securities offered (i.e. whether share or debentures) and class of security; the total number of shares or other securities to be issued.	Upto 2,000 (Two Thousand) senior, secured, listed, rated, transferable, redeemable, non-convertible debentures each having a face value of INR 1,00,000 aggregating to INR 20,00,00,000 (Indian Rupees Twenty Crores Only), to be issued by the Issuer on a private placement basis								
Price at which the security is being offered, including premium if any, along with justification of the price	Debentures will be issued at par								
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;	NA, as the proposed issuance is for non-convertible debentures.								
Relevant date with reference to which the price has been arrived at (Relevant Date means a date at least 30 days prior to the date on which the general meeting of the Company is scheduled to be held)	NA, as the proposed issuance is for non-convertible debentures.								
The class or classes of persons to whom the allotment is proposed to be made	As provided in Section 2.47 (Summary of the Terms of the Issue) of this Key Information Document.								
Intention of promoters, directors or key managerial personnel to subscribe to the offer (applicable in case they intend to subscribe to the offer)	NA, as the proposed issuance is for non-convertible debentures.								
The proposed time within which the allotment shall be completed	Debentures shall be allotted to the investors and PAS-3 shall be filed within 2 (two) days from Deemed Date of Allotment or such time as set out under Listed NCDs Master Circular as amended from time to time.								
The names of the proposed allottees and the percentage of post private placement capital that may be held by them	NA, as the proposed issuance is for non-convertible debentures.								
The change in control, if any, in the company that would occur consequent to the private placement	NA, as the proposed issuance is for non-convertible debentures.								
The number of persons to whom allotment on preferential basis/ private placement/ rights issue has already been made during the year, in terms of securities as well as price	Refer Annexure 2.9 of General Information document								
The justification for the allotment proposed to be made for consideration other than cash together with valuation report of the registered valuer	NA, as the proposed issuance is for non-convertible debentures.								
Amount, which the Company intends to raise by way of securities	The NCDs shall be issued in an aggregate principal amount of INR 20,00,00,000 (Indian Rupees Twenty Crore only)								
Terms of raising of securities:	<table border="1"> <tr> <td>Duration, if applicable:</td> <td>18 months from the Deemed Date of Allotment.</td> </tr> <tr> <td>Coupon</td> <td>Fixed interest of 8.25% (Eight point two five percent) per annum payable monthly</td> </tr> <tr> <td>Mode of Payment</td> <td>RTGS/ NEFT/ Fund Transfer</td> </tr> <tr> <td>Mode of Repayment</td> <td>RTGS/ NEFT/ Fund Transfer</td> </tr> </table>	Duration, if applicable:	18 months from the Deemed Date of Allotment.	Coupon	Fixed interest of 8.25% (Eight point two five percent) per annum payable monthly	Mode of Payment	RTGS/ NEFT/ Fund Transfer	Mode of Repayment	RTGS/ NEFT/ Fund Transfer
Duration, if applicable:	18 months from the Deemed Date of Allotment.								
Coupon	Fixed interest of 8.25% (Eight point two five percent) per annum payable monthly								
Mode of Payment	RTGS/ NEFT/ Fund Transfer								
Mode of Repayment	RTGS/ NEFT/ Fund Transfer								

Proposed time schedule for which the Issue is valid	Issue Open Date: June 26, 2024 Issue Closing Date: June 26, 2024
Purpose and objects of the Issue	As mentioned in paragraph/row 13 of Section 2.47 (Summary of the Terms of the Issue) of this Key Information Document
Contribution being made by the Promoters or directors either as part of the offer or separately in furtherance of the object	NA
Principal terms of assets charged as security	<p>The Issue shall be secured by way of a first ranking exclusive and continuing charge to be created pursuant to the deed of hypothecation to be executed between the Issuer and the Debenture Trustee ("Deed of Hypothecation") over certain identified receivables of the Issuer (the "Hypothecated Assets"). A security cover of 1.10x (One Decimal Point One Zero Times) the value of the outstanding principal plus accrued interest/obligations, if any, of this Debentures shall be maintained at all times until the redemption of the Debentures ("Security Cover").</p> <ul style="list-style-type: none"> • The security will be created upfront and perfected within 30 (thirty) days from the execution of Deed of Hypothecation. Issuer's failure to create and perfect security shall attract 2% additional interest and give an option to the Debenture holders for early redemption. • The Issuer undertakes to provide a list and details on a monthly basis, of Hypothecated Assets client loan ("Monthly Hypothecated Asset Report") to the Debenture Trustee. • The modification of charges in Form CHG-9 shall be filed with the with ROC within 30 (Thirty) days from end of calendar quarter wherein charge over the replaced security shall be created and security which does not meet the eligibility criteria shall be removed. <p><u>Eligibility Criteria for the Hypothecated Assets:</u></p> <ol style="list-style-type: none"> l. All applicable "know your customer" requirements prescribed by the RBI have been complied with; m. Each Hypothecated Asset is a loan provided by the Issuer in its ordinary course of business, n. The receivables are existing at the time of selection and have not been terminated or pre-paid; o. The receivables have not been restructured or rescheduled and are current. p. Each client loans must satisfy the Issuer's credit and underwriting policies, including credit referencing agency checks where commonly used; q. Each client loan must be directly originated by the Issuer and not loans purchased from a third party; r. Each asset shall be less than 60 dpd on the books of Issuer s. all loans hypothecated under the deed of hypothecation comply with RBI norms and guidelines; t. all loans should be free from any other current or future encumbrances; u. if multiple loans are extended to the same borrower/ group of borrowers, the Hypothecated receivables should include all such loan; v. Overdue receivables or receivables that do not meet the Eligibility Criteria shall be replaced with fresh portfolio of same amount with assets that meet the eligibility criteria within 30 calendar days.
The details of significant and material orders passed by the Regulators, Courts and Tribunals impacting the going concern status	Nil

of the Company and its future operations

The pre-issue and post-issue shareholding pattern of the Company in the following format:

Sl. No.	CATEGORY	PRE-ISSUE		POST-ISSUE	
		Number of Shares	% of Shareholding	Number of Shares	% of Shareholding
A	Promoters' holding:				
1.	Indian:	5,000	0.19%	5,000	0.19%
	Individual	-	-	-	-
	Bodies Corporate	-	-	-	-
	Trust	2,38,257	9.48%	2,38,257	9.48%
	Sub Total	2,43,257	9.67%	2,43,257	9.67%
2.	Foreign Promoters	-	-	-	-
	Sub Total (A)	2,43,257	9.67%	2,43,257	9.67%
B	Non-Promoter Shareholding:				
1.	Institutional Investors	19,95,847	79.42%	19,95,847	79.42%
2.	Non-Institutional Investors	41,850	1.67%	41,850	1.67%
	Private Corporate Bodies	-	-	-	-
	Directors and Relatives	1,200	0.05%	1,200	0.05%
	Indian Public	-	-	-	-
	Others (Including NRIs)	2,30,976	9.19%	2,30,976	9.19%
	Sub Total (B)	22,69,873	90.33%	22,69,873	90.33%
	TOTAL (A+ B)	25,13,130	100.00%	25,13,130	100.00%

* Note:

- In addition, the Company has issued 81,450 Pre-Series E OCRPS that are optionally redeemable / convertible into Pre-Series E CCPS.
- Fully diluted shareholding has been computed assuming conversion ratio of 1:1 for Pre-Series E CCPS

3. MODE OF PAYMENT FOR SUBSCRIPTION

- Other Banking Channels

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

Any financial or other material interest of the directors, promoters or key managerial personnel in the Issue and the effect of such interest in so far as it is different from the interests of other persons	NIL
Details of any litigation or legal action pending or taken by any Ministry or Department of the Government or a statutory authority against any Promoter of the Company during the last 3 (three) years immediately preceding the year of the issue of this 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 Annexure E of the General Information Document
Remuneration of directors (during the current year and last 3 financial years)	Please refer to Annexure C of General Information Document
Related party transactions entered during the last 3 (three) financial	Please refer to Annexure B of General

years immediately preceding the year of issue of this Key Information Document including with regard to loans made or, guarantees given or securities provided	Information Document
Summary of reservations or qualifications or adverse remarks of auditors in the last 5 (five) financial years immediately preceding the year of issue of this 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 3 of the Key Information Document and Section 3 of the General Information Document.
Details of any inquiry, inspections or investigations initiated or conducted under the Act or any previous company law in the last 3 (three) years immediately preceding the year of circulation of this Key Information Document in the case of the 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 3 (three) financial years immediately preceding the year of this Key Information Document and if so, section-wise details thereof for the Company and all of its subsidiaries	Nil
Details of acts of material frauds committed against the Company in the last 3 (three) financial years, if any, and if so, the action taken by the company	Nil

5. **FINANCIAL POSITION OF THE ISSUER:**

i. **The capital structure of the Issuer company in the following manner in a tabular form:**

<i>The authorised, issued, subscribed and paid up capital (number of securities, description and aggregate nominal value)</i>				
Particulars	Authorized	Issued	Subscribed	Paid-up
Description of shares	<i>Equity Share Capital</i>			
No. of shares	7,50,000	5,73,861	5,73,861	5,73,861
Nominal value per share (INR)	10	10	10	10
Aggregate nominal value (INR)	75,00,000	57,38,610	57,38,610	57,38,610
Total	75,00,000	57,38,610	57,38,610	57,38,610
Particulars	Authorized	Issued	Subscribed	Paid-up
Description of shares	<i>Preference Share Capital</i>			
No. of shares	23,00,000	19,39,269	19,39,269	19,39,269
Nominal value per share (INR)	10	10	10	10
Aggregate nominal value (INR)	2,30,00,000	1,93,92,690	1,93,92,690	1,93,92,690
Total	2,30,00,000	1,93,92,690	1,93,92,690	1,93,92,690
* In addition, the Company has issued 81,450 Pre-Series E OCRPS that are optionally redeemable / convertible into Pre-Series E CCPS.				
* Fully diluted shareholding has been computed assuming conversion ratio of 1:1 for Pre-Series E CCPS				
Size of the Present Issue	Up to 2,000 (Two Thousand) senior, secured, listed, rated, transferable, redeemable, non-convertible debentures each having a face value of INR 1,00,000 aggregating to INR 20,00,00,000 (Indian Rupees Twenty Crores Only), to be issued by the Issuer on a private placement basis.			
Paid-up Capital:				
A. After the offer:				
Particulars	Authorized	Issued	Subscribed	Paid-up
Description of shares	<i>Equity Share Capital</i>			
No. of shares	7,50,000	5,73,861	5,73,861	5,73,861

Nominal value per share (INR)	10	10	10	10
Aggregate nominal value (INR)	75,00,000	57,38,610	57,38,610	57,38,610
Total	75,00,000	57,38,610	57,38,610	57,38,610

Particulars	Authorized	Issued	Subscribed	Paid-up
Description of shares	<i>Preference Share Capital</i>			
No. of shares	23,00,000	19,39,269	19,39,269	19,39,269
Nominal value per share (INR)	10	10	10	10
Aggregate nominal value (INR)	Total	1,93,92,690	1,93,92,690	1,93,92,690
Total	2,30,00,000	1,93,92,690	1,93,92,690	1,93,92,690

* In addition, the Company has issued 81,450 Pre-Series E OCRPS that are optionally redeemable / convertible into Pre-Series E CCPS.

* Fully diluted shareholding has been computed assuming conversion ratio of 1:1 for Pre-Series E CCPS

B. After the conversion of convertible instruments (if applicable)
Not applicable

Share Premium Account:	Share premium (Aggregate) pre-issue	Share premium (Aggregate) for the current round	Share premium (Aggregate) post issue
	8,307.39	-	8,307.39

Details of the existing share capital of the Issuer:

i) **Equity Share Capital:**

Sr No.	Date of Allotment	Number of shares Allotted	Face Value of Shares Allotted (in INR)	Price of Shares (in INR)	Form of Consideration
1.	23-Jun-14	5,000	10	10	Cash
2.	19-Feb-15	2,40,000	10	10	Cash
3.	23-Jun-14	5,000	10	10	Cash
4.	19-Feb-15	62,500	10	10	Cash
5.	25-Feb-15	100	10	384	Cash
6.	31-Mar-16	61,142	10	654.22	Cash
7.	30-Jan-17	6,794	10	263.65	Cash
8.	2-Feb-17	14,557	10	1030.4	Cash
9.	27-Feb-17	100	10	1030.4	Cash
10.	20-Dec-17	70,368	10	1240.21	Cash
11.	27-Dec-17	100	10	2676.97	Cash
12.	29-Apr-19	1,15,000	10	3,752.55	Cash
13.	24-May-19	100	10	6172.02	Cash
14.	24-May-19	100	10	6172.02	Cash
15.	24-May-19	100	10	6172.02	Cash
16.	24-May-19	100	10	6172.02	Cash
17.	24-May-19	100	10	6172.02	Cash
18.	23-Jun-14	5,000	10	10	Cash
19.	19-Feb-15	2,40,000	10	10	Cash
20.	23-Jun-14	5,000	10	10	Cash
21.	19-Feb-15	62,500	10	10	Cash
22.	25-Feb-15	100	10	384	Cash

23.	31-Mar-16	61,142	10	654.22	Cash
24.	30-Jan-17	6,794	10	263.65	Cash
25.	2-Feb-17	14,557	10	1030.4	Cash
26.	27-Feb-17	100	10	1030.4	Cash
27.	20-Dec-17	70,368	10	1240.21	Cash
28.	27-Dec-17	100	10	2676.97	Cash
29.	29-Apr-19	1,15,000	10	3,752.55	Cash
30.	24-May-19	100	10	6172.02	Cash
31.	24-May-19	100	10	6172.02	Cash
32.	24-May-19	100	10	6172.02	Cash
33.	24-May-19	100	10	6172.02	Cash
34.	24-May-19	100	10	6172.02	Cash
Details of allotments (number and price) made by the Issuer for consideration other than cash in the last one year preceding the date of this offer letter along with the details of consideration in each case.		No allotment has been made the Company Issuer for consideration other than cash in the last one year.			
Profits of the Issuer, before and after making provision for tax, for the 3 (three) financial years immediately preceding the date of circulation of this offer letter		INR MN			
		Particulars	2023-2024 Standalone	2022-2023 Standalone	2021-2022 Standalone
		Profit before tax	251.49	(1297.37)	(816.00)
		Profit after tax	210.49	(983.80)	(666.19)
Dividends declared by the Issuer in respect of the said 3 (three) financial years; interest coverage ratio for last three years (cash profit after tax plus interest paid/interest paid)		Particulars	2023-2024 (in INR)	2022-2023 (in INR)	2021-2022 (in INR)
		Dividends	NIL	NIL	NIL
		Interest Coverage Ratio	NA	NA	NA
A summary of the financial position of the Issuer as in the 3 (three) audited balance sheets immediately preceding the date of circulation of this offer letter		Please refer to Annexure A of General Information Document			
Audited cash flow statement for the 3 (three) years immediately preceding the date of circulation of this offer letter		Please refer to Part 1 of Annexure A of General Information Document			
Unaudited financial statements for the period from April 1, 2023 to June 30, 2023		Please refer to Part 2 of Annexure A of General Information Document			
Any change in accounting policies during the last 3 (three) years and their effect on the profits and the reserves of the Issuer		As mentioned in the General Information Document.			

6. DECLARATION BY THE DIRECTORS THAT:

- a. the Issuer has complied with the provisions of the Securities Contracts (Regulation) Act, 1956, Securities and Exchange Board of India Act, 1992, Companies Act, 2013 and the rules made thereunder;
- b. the compliance with the Companies Act, 2013 and the rules does not imply that payment of dividend or interest or repayment of preference shares or debentures/ bonds, if applicable, is guaranteed by the Central Government;
- c. the monies received under the Issue pursuant to this offer letter shall be used only for the purposes and objects indicated in the Key Information Document (read with the General Information Document)/private placement offer cum application letter;

- d. The PAN, Aadhaar Number, Driving License Number, Bank Account Number(s) and Passport Number of the promoters of the Company and PAN of the directors of the Company have been submitted to the BSE.

I am authorised by the Finance Committee of the Board of Directors of the company vide resolution number 02 dated June 24, 2024, to sign this form and declare that all the requirements of the Companies Act, 2013 and the rules made thereunder in respect of the subject matter of this form and matters incidental thereto have been complied with. This Key Information Document (read with the General Information Document) contains full disclosures in accordance with the SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021, as amended from time to time.

Whatever is stated in this form and in the attachments thereto is true, correct and complete and no information material to the subject matter of this form has been suppressed or concealed and is as per the original records maintained by the promoters subscribing to the Memorandum of Association and Articles of Association of the Company. It is further declared and verified that all the required attachments have been completely, correctly and legibly attached to this form.

For **Samunnati Financial Intermediation & Services Private Limited**

Gurunath N
DIN: 02799586
Wholetime Director
Date: June 24, 2024
Place: Chennai

7. **DETAILS (Annexure F)**

(To be filed by the Applicant)

Name:

Father's name:

Complete Address including Flat/House Number, Street, Locality, Pin Code:

Phone number, if any:

Email ID, if any:

PAN Number:

Bank Account Details:

Demat Account:

Subscription Amount:

Number of NCDs:

<i>Tick whichever is applicable</i>	
<i>The applicant is not required to obtain Government approval under the Foreign Exchange Management (Non-debt Instruments) Rules, 2019 prior to subscription of shares</i>	
<i>The applicant is required to obtain Government approval under the Foreign Exchange Management (Non-debt Instruments) Rules, 2019 prior to subscription of shares and the same has been obtained, and is enclosed herewith.</i>	

Signature

(initial of the officer of the Company designated to keep the record)

Attachments:

- Copy of board resolution, as **Annexure E** to this Key Information Document
- Copy of shareholders resolution, as **Annexure E** to this Key Information Document
- Details of Legal Proceedings, as **Annexure E** to the General Information Document of this Key Information Document
- Summary of financial position and audited cash flow for the last 3 financial years (i.e. FY 21, FY 22 and FY 23), as Part 1 of **Annexure A** to the General Information Document;
- Summary of financial position and cash flow for the period from April 1, 2023 to December 31, 2023, as Part 2 of **Annexure A** to the General Information Document
- Remuneration of Directors, as **Annexure C** to the General Information Document
- Changes in accounting policies, as **Annexure D** to the General Information Document
- Related Party Transactions, as **Annexure B** to the General Information Document

Note: the signed Director's Declaration has been attached hereto as Annexure D.

ANNEXURE A: CONSENT LETTER FROM DEBENTURE TRUSTEE

CATALYST
Believe in yourself... Trust us!



CL/DEB/24-25/423

Date : 19-Jun-2024

To,
Devisri M,
Samunnati Financial Intermediation & Services Private Limited,
8TH FLOOR, NO 129-B, ,
BAID HI TECH PARK, ECR, THIRUVANMIYUR,,
Chennai,
Tamil Nadu,
India 600041.

Dear Sir/ Madam,

Re: Consent to act as a Debenture Trustee for Private Placement of Fully Paid, Rated, Listed, Redeemable, Transferable, Secured, Non-Convertible Debentures of ₹ 20.00 Crores

We refer to your letter dated 07.06.2024, requesting us to convey our consent to act as the Debenture Trustee for captioned issue of Debentures.

We hereby convey our acceptance to act as Debenture Trustees for the said issue Debentures, subject to execution of Debenture Trustee Agreement as per Regulation 13 of SEBI (Debenture Trustee) Regulations, 1993, thereby agreeing to execute Debenture Trust Deed and to create the security if applicable within the timeline as per relevant Laws / Regulations and in the Offer Document / Information Memorandum / Disclosure Document / Placement Memorandum and company agreeing / undertaking to comply with the provisions of SEBI (Debenture Trustee) Regulations, 1993, SEBI (Issue and Listing of Non-Convertible Securities) Regulations 2021, SEBI (Listing Obligations & Disclosure Requirements) Regulation 2015, Companies Act, 2013 and Rules thereunder and other applicable laws as amended from time to time.

Fee Structure for the proposed transaction will be as per annexure A.

Assuring you of the best professional services.

Thanking you.

Yours faithfully,



Name : Mayuresh Pawar

Designation : Assistant Manager

CATALYST TRUSTEESHIP LIMITED (INCORPORATED IN INDIA)
AN ISO 9001 CERTIFIED

Mumbai Office : Unit No. 801, 8th Floor, Tower B, Peninsula Business Park, Sewapatti Road, Lower Parel (W), Mumbai - 400013. Tel : +91 (022) 4822 9558 Fax : +91 (022) 4822 6000

Regd. Office : 60A House, Plot No. 86, Bhamburda Colony (Right), Road Road, Pune-411 009 Tel : +91 (020) 26260881 Fax : +91 (020) 26260270

Delhi Office : Office No. 012, 8th Floor, Kalash Building, 28, Kasautia Gandhi Marg, New Delhi - 110001 Tel : +91 11 430 2019/32

CIN No. U74999PW1967PLC110002 Email: cl@cltrustee.com Website: www.catalysttrustee.com

Pune | Mumbai | Bangalore | Delhi | Chennai



ANNEXURE B: RATING LETTER AND RATING RATIONALE

CONFIDENTIAL

CRISIL
Ratings

RL/SFISPL/337501/NCD/0624/91651/113976019
June 21, 2024



Mr. Saravanan K
Head - Finance
Sammunni Financial Intermediation & Services Private Limited
Baid Hitech Park, 129-B, 8th Floor, ECR,
Thiruvanniyur,
Chennai - 600041
9500417882

Dear Mr. Saravanan K,

Re: CRISIL Rating on the Non Convertible Debentures Aggregating Rs.605.5 Crore of Sammunni Financial Intermediation & Services Private Limited

All ratings assigned by CRISIL Ratings are kept under continuous surveillance and review.

Please refer to our rating letter dated May 02, 2024 bearing Ref. no: RL/SFISPL/337501/NCD/0524/86842/113976019

Rating outstanding on the captioned debt instruments is "CRISIL BBB/Stable" (pronounced as "CRISIL triple B rating" with Stable outlook). Securities with this rating are considered to have moderate degree of safety regarding timely servicing of financial obligations. Such securities carry moderate credit risk.

In the event of your company not making the issue within a period of 180 days from the above date, or in the event of any change in the size or structure of your proposed issue, a fresh letter of revalidation from CRISIL Ratings will be necessary.

As per our Rating Agreement, CRISIL Ratings would disseminate the rating along with outlook through its publications and other media, and keep the rating along with outlook under surveillance for the life of the instrument. CRISIL Ratings reserves the right to withdraw, or revise the rating / outlook assigned to the captioned instrument at any time, on the basis of new information, or unavailability of information, or other circumstances which CRISIL Ratings believes may have an impact on the rating. Please visit www.crisilratings.com and search with the name of the rated entity to access the latest rating/s.

As per the latest SEBI circular (reference number: CIR/IMD/DF/17/2013; dated October 22, 2013) on centralized database for corporate bonds/debentures, you are required to provide international securities identification number (ISIN; along with the reference number and the date of the rating letter) of all bond/debenture instances made against this rating letter to us. The circular also requires you to share this information with us within 2 days after the allotment of the ISIN. We request you to mail us all the necessary and relevant information at debtissue@crsil.com. This will enable CRISIL Ratings to verify and confirm to the depositories, including NSDL and CDSL, the ISIN details of debt rated by us, as required by SEBI. Feel free to contact us for any clarifications you may have at debtissue@crsil.com.

Should you require any clarifications, please feel free to contact us.

With warm regards,

Yours sincerely,

Prashant Pratap Mans
Associate Director - CRISIL Ratings

Niveditha Shibu
Director - CRISIL Ratings



Disclaimer: A rating by CRISIL Ratings reflects CRISIL Ratings' current opinion on the likelihood of timely payment of the obligations under the rated instrument, and does not constitute an audit of the rated entity by CRISIL Ratings. Our ratings are based on information provided by the issuer or obtained by CRISIL Ratings from sources it considers reliable. CRISIL Ratings does not guarantee the completeness or accuracy of the information on which the rating is based. A rating by CRISIL Ratings is not a recommendation to buy / sell or hold the rated instrument; it does not comment on the market price or suitability for a particular investor. CRISIL Ratings has a practice of keeping all its ratings under surveillance and ratings are revised as and when circumstances so warrant. CRISIL Ratings is not responsible for any errors and especially states that it has no financial liability whatsoever to the subscribers / users / transmitters / distributors of its ratings. CRISIL Ratings' criteria are available without charge to the public on the web site www.crisilratings.com. CRISIL Ratings or its associates may have other commercial transactions with the company/entity. For the latest rating information on any instrument of any company rated by CRISIL Ratings, please visit www.crisilratings.com, or contact Customer Service Helpdesk at CRISIL.rathodasi@crsil.com or at 1800-267-1201.

CRISIL Ratings Limited
A subsidiary of CRISIL Limited, an S&P Global Company
Corporate Identity Number: 18X700541201095.C130247

Head Office: CRISIL House, Central Avenue, ITM/Manjalpur Business Park, Porur, Chennai- 600 036. Phone: +91 22 2542 3000 | Fax: +91 22 2542 3061
www.crisilratings.com

Regd.

ANNEXURE C: UNDERTAKING ON SECURITY CREATION

[Attached separately]

ANNEXURE D: DECLARATION OF DIRECTOR

[Attached separately]

ANNEXURE E: COPY OF BOARD AND SHAREHOLDERS' RESOLUTION

(Attached Separately)

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE FINANCE COMMITTEE OF THE BOARD OF DIRECTORS OF SAMUNNATI FINANCIAL INTERMEDIATION & SERVICES PRIVATE LIMITED AT THE MEETING HELD ON MONDAY, JUNE 24, 2024, AT 10:00 A.M. IST AT THE REGISTERED OFFICE OF THE COMPANY SITUATED AT BAID HI TECH PARK, 8TH FLOOR, NO 129 B, EAST COAST ROAD, THIRUVANMIYUR, CHENNAI - 600041

APPROVE ISSUANCE OF NON- CONVERTIBLE DEBENTURES

"RESOLVED THAT pursuant to the resolutions passed by the Board of Directors of the Company dated January 23, 2024 under provisions of Sections 42, 71, 179 of the Companies Act, 2013 ("the Act") and in accordance with Rule 14 and other applicable provisions of the Companies (Prospectus and Allotment of Securities) Rules, 2014, the Companies (Share Capital and Debentures) Rules, 2014 and other rules made thereunder (including any statutory modifications or re-enactments thereof for the time being in force) and all other applicable provisions of the Act and rules & regulations made thereunder and pursuant to the resolution passed by the Shareholders of the Company in the Extraordinary General Meeting dated March 19, 2024 and read with the Memorandum of Association and Articles of Association of the Company, the rules, regulations, guidelines, notifications, and circulars prescribed by the Government of India, all applicable regulations, directions, guidelines, circulars and notifications of the Reserve Bank of India ("RBI"), the Securities and Exchange Board of India ("SEBI"), including the Securities Contracts (Regulation) Act, 1956, the Securities and Exchange Board of India Act, 1992, the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations 2015, and the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, the SEBI circular bearing the reference number SEBI/HO/DDHS/PoD1/P/CIR/2023/119 dated August 10, 2021 on "Master Circular for issue and listing of Non-convertible Securities, Securitised Debt Instruments, Security Receipts, Municipal Debt Securities and Commercial Paper", each as amended, modified or restated from time to time or any other regulatory authority ("Listed NCDs Master Circular"), and in accordance with the listing agreements entered into with the stock exchange(s) (the "Stock Exchange(s)") where the securities of the Company may be listed, and subject to approvals, consents, sanctions, permissions as may be required from any appropriate statutory and regulatory authorities, and the approval of the shareholders of the Company as may be required in accordance with the Companies Act, 2013, the approval of the Committee be and is hereby accorded to issue, offer and allot upto 2,000 (Two Thousand) Senior, secured, rated, listed, redeemable, taxable, transferrable non-convertible debentures ("NCDs" or "Debentures") of INR 1,00,000/- (Indian Rupees One Lakh only) each aggregating upto INR 20,00,00,000/- (Indian Rupees Twenty Crores only), for cash, at par, in dematerialised form on a private placement basis ("the Issue") through electronic book mechanism i.e. "Electronic Book Provider" ("EBP") platform of Bombay Stock Exchange ("BSE") on such terms and conditions set out in the General Information Document ("GID"), Key Information Document ("KID") and the Debenture Trust Deed.

RESOLVED FURTHER THAT pursuant to Section 42(2) of the Companies Act, 2013, the Committee hereby identifies following persons as Identified Persons ("Identified Persons") to whom the Company can make private placement of the Debentures, subject to successful bidding by the Identified Persons for the Debentures on the EBP platform of the stock exchange, and/or to any other successful bidder on the EBP platform.

1. Credavenue Securities Private Limited
2. CredAvenue Private Limited
3. IKF Finance Limited
4. IKF Home Finance Limited
5. Arman Financial Services Limited
6. Namra Finance Limited
7. Satya Microcapital Limited
8. MAS Financial Services Limited
9. SK Finance Limited
10. Vivriti Capital Limited

RESOLVED FURTHER THAT the amounts to be raised pursuant to the issue of the Debentures together with all interest and other charges thereon are to be secured by way of, *inter alia*:

- (a) a first ranking exclusive charge by way of hypothecation on certain identified receivables of the Company with a cover of 1.10 (One Decimal Point Ten) times to the aggregate principal amount outstanding and the accrued coupon on the Debentures, within the timelines, in the manner and upon the terms and conditions set out in the Deed of Hypothecation and the other transaction documents; and
- (b) such other security as may be required in terms of the issuance of the Debentures, and/or such other security as may be required by the debenture holders. (collectively referred to as “Security”)

RESOLVED FURTHER THAT Mr. Anil Kumar S G, Director & CEO (DIN: 01189011) or Mr. Gurunath N, Whole-time Director (DIN: 02799586) or Mr. Anand Subramaniam - Group Chief Financial Officer or Mr. Sarvanan K - Head - Debt Capital Market or Mr. Ramanathan A, JGM - Treasury Operations or Ms. Devisri Mathavan, Relationship Manager - Treasury or the Company Secretary of the Company, (hereinafter referred to as “Authorised Persons”), be and are hereby severally authorised to do such acts, deeds and things as they deem necessary or desirable in connection with the finalisation of the terms of, and completing all applicable requirements for the offer, issue, listing and allotment of the Debentures, including:

- (a) seeking, if required, any approval, consent or waiver from any/all concerned governmental and regulatory authorities and any other person (including any lenders of the Company), and/or any other approvals, consent or waivers that may be required in connection with the offer, issue, listing and allotment of the Debentures;
- (b) executing the term sheet in relation to the Debentures;
- (c) negotiating, approving and deciding the terms of the issue of Debentures and all other related matters;
- (d) seeking the listing of any of the Debentures on any Stock Exchange, submitting the listing application and taking all actions that may be necessary in connection with obtaining such listing;

- (e) preparing and finalising the Debt Disclosure Documents (as defined below), in accordance with all applicable laws, rules, regulations and guidelines (including any amendments, variations or modifications of the Debt Disclosure Documents, as may be considered desirable or expedient), and approving the Debt Disclosure Documents (including any amendments, variations or modifications thereof);
- (f) finalising the terms and conditions of the appointment of an arranger (if so required), a debenture trustee, a registrar and transfer agent, a credit rating agency, legal counsel, a valuation agent, a depository and such other intermediaries as may be required including their successors and their agents;
- (g) finalising the terms of, and completing all applicable requirements for the offer, issue, listing and allotment of the Debentures;
- (h) entering into arrangements with the depositories in connection with issue of Debentures in dematerialised form;
- (i) issuing the Debentures through the electronic book mechanism pursuant to the guidelines and circulars issued by SEBI and taking all such steps for the purpose of complying with relevant guidelines including as prescribed under Chapter VI (Electronic Book Provider platform) of the Listed NCDs Master Circular and the Operational Guidelines issued from time to time, including making all the disclosures to the electronic book provider.
- (j) creating and perfecting the Transaction Security/Contractual Comfort as required in accordance with the terms of the Transaction Documents in relation to the offer, issue, listing and allotment of the Debentures;
- (k) finalising the opening date, pay-in date, closing date, date of earliest closing and deemed date of allotment of the Debentures;
- (l) to negotiate, execute, file and deliver any documents, instruments, deeds, amendments, papers, applications, notices or letters as may be required in connection with the offer, issue, listing and allotment of the Debentures and deal with regulatory authorities in connection with the offer, issue, listing and allotment of the Debentures including but not limited to the RBI, SEBI (if so required), any Stock Exchange, the jurisdictional registrar of companies, the Central Registry of Securitisation Asset Reconstruction and Security Interest, the Ministry of Corporate Affairs, or any depository, and such other authorities as may be required;
- (m) to execute all documents to, file forms with, and submit applications to, the jurisdictional registrar of companies, the Ministry of Corporate Affairs, the Central Registry of Securitisation Asset Reconstruction and Security Interest, any Stock Exchange or any depository;
- (n) to sign and/or dispatch all documents and notices to be signed and/or dispatched by the Company under or in connection with the Transaction Documents;

- (o) create the recovery expense fund in accordance with Chapter IV (*Recovery Expenses Fund*) of the SEBI circular bearing reference number SEBI/HO/DDHS-PoD3/P/CIR/2024/46 dated May 16, 2024, on "*Master Circular for Debenture Trustees*" (as amended, modified, supplemented, or restated from time to time) read with guidance note(s) issued by the Stock Exchange(s) in this regard;
- (p) to take all steps and do all things and give such directions as may be required, necessary, expedient or desirable for giving effect to the Transaction Documents, the transactions contemplated therein and the resolutions mentioned herein, including without limitation, to approve, negotiate, finalise, sign, execute, ratify, amend, supplement and/or issue the following, including any amendments, modifications, supplements, restatements or novations thereto (now or in the future):
 - (i) the General Information Document, Key Information Document and the private placement offer cum application letter for the offer, issue, listing and allotment of the Debentures (collectively the "**Debt Disclosure Documents**");
 - (ii) the debenture certificate(s) for the Debentures (if required);
 - (iii) the debenture trust deed, the debenture trustee agreement, the deed of hypothecation and any other documents required for the offer, issue, listing and allotment of the Debentures (including any powers of attorney in connection thereto), and any other document in relation thereto (together with the Debt Disclosure Documents, the "**Transaction Documents**");
 - (iv) any other documents required for the purposes of the offer, issue, listing and allotment of the Debentures and the transactions contemplated thereby, including but not limited to letters of undertaking, declarations, agreements, reports; and
 - (v) any other document designated as a Transaction Document by the debenture trustee and/or the holders of the Debentures or executed at the instance of the debenture holders;
- (q) to do all acts necessary for the finalisation of the terms of, and completing all applicable requirements for the offer, issue, listing and allotment of the Debentures in accordance with the terms set out in the Transaction Documents; and
- (r) to generally do any other act or deed, to negotiate and execute any documents, applications, agreements, undertakings, deeds, affidavits, declarations and certificates in relation to the offer, issue, listing and allotment of the Debentures, and to give such directions as it deems fit or as may be necessary or desirable with regard to the finalisation of the terms of, and completing all applicable requirements for the offer, issue, listing and allotment of the Debentures.

RESOLVED FURTHER THAT the Authorised Persons be and are hereby severally authorised to pay all stamp duty required to be paid for the offer, issue, listing and allotment of the Debentures and the Transaction Documents, including through any intermediaries such as the Stock Exchanges, clearing corporations or any depositories that may be authorised in this regard, in accordance with the laws of India and procure the stamped documents from the relevant governmental authorities.

RESOLVED FURTHER THAT the Authorised Persons be and are hereby severally authorised to record the name of the holders of the Debentures in the register of debenture holders and to undertake such other acts, deeds and acts as may be required to give effect to the finalisation of the terms of, and completing all applicable requirements for, the offer, issue, listing and allotment of the Debentures and the listing of the Debentures.

RESOLVED FURTHER THAT the Authorised Persons be and are hereby severally authorised to approve and finalise, sign, execute and deliver the Transaction Documents and such other agreements, deeds, undertakings, indemnity and documents as may be required, or any of them in connection with the Debentures to be issued by the Company.

RESOLVED FURTHER THAT the Authorised Persons be and are hereby severally authorised to register or lodge for registration upon execution documents, letter(s) of undertakings, declarations, and agreements and other papers or documents as may be required in relation to any of the above with any registering authority or governmental authority competent in that behalf.

RESOLVED FURTHER THAT the Authorised Persons be and are hereby severally authorised to delegate the powers to any other employee/representative/agent as may be deemed necessary to do such acts and execute such documents as may be required in connection with any of the matters relating to the finalisation of the terms of, and completing all applicable requirements for the offer, issue, listing and allotment of the Debentures.

RESOLVED FURTHER THAT the copies of the foregoing resolutions certified to be true copies by any one of Mr. Anil Kumar S G, Director & CEO (DIN: 01189011) or Mr. Gurunath N, Whole-time Director (DIN: 02799586) or Company Secretary of the Company, be furnished to such persons as may be deemed necessary."

//CERTIFIED TRUE COPY//

For Samunnati Financial Intermediation & Services Private Limited

S Arun Kumar
Company Secretary

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE MEMBERS OF SAMUNNATI FINANCIAL INTERMEDIATION & SERVICES PRIVATE LIMITED AT THE EXTRA ORDINARY GENERAL MEETING (03/2023-24) HELD ON WEDNESDAY, MARCH 20, 2024, AT 11:00 A.M. IST THROUGH VIDEO CONFERENCING WITH THE PROCEEDINGS OF THE MEETING RECORDED AT THE REGISTERED OFFICE OF THE COMPANY SITUATED AT BAID HI TECH PARK, 8TH FLOOR, NO.129 B, EAST COAST ROAD, THIRUVANMIYUR, CHENNAI - 600041

SPECIAL BUSINESS:

SPECIAL RESOLUTION:

ITEM NO. 3: APPROVAL FOR ISSUE OF NON-CONVERTIBLE DEBENTURES ON PRIVATE PLACEMENT BASIS:

“RESOLVED THAT pursuant to the provisions of Section 42 of the Companies Act, 2013 (“the Act”) and other applicable provisions of the Act, if any, (including any statutory modification(s) or re-enactment(s) thereof, for the time being in force) read with Rule 14 of Companies (Prospectus and Allotment of Securities) Rules, 2014 as may be amended from time to time, and subject to such other applicable laws, rules and regulations and guidelines and in accordance with the provisions of the Memorandum and Articles of Association of the Company, the consent of the Members of the Company be and is hereby accorded to the Board of Directors of the Company (hereinafter referred to as the “Board”, which term shall include any committee(s) and/or any of the Director(s) or person(s) authorised by the Board to exercise powers conferred by this resolution to the extent permitted by law) to raise funds by way of making offer(s) or invitation(s) to subscribe to sub-ordinated or unsubordinated, listed or unlisted, senior, secured or senior unsecured or unsecured, rated or unrated, Non-Convertible Debentures (“NCDs”) or Market-Linked Debentures (“MLDs”) (“Debentures”) or any other permissible debt securities as may be determined by the Board, issued by the Company on a private placement basis, in one or more series/tranches, on such terms and conditions including the price, coupon, premium/ discount etc. as may be determined by the Board and the Debentures may be issued up to a tenure as may be determined by the Board, up to an overall limit of INR 8,000 MN (Indian Rupees Eight Thousand Million only) for the financial year 2024-25.

RESOLVED FURTHER THAT consent of the Members of the Company be and is hereby accorded, to pledge, mortgage, hypothecate and/or charge all or any part of the moveable or immovable properties of the Company and/or creating a floating charge in all or any movable or immovable properties of the Company to or in favour of banks, financial institutions, investors and any other lenders to secure the amount raised by issuance of Secured Debentures by the Company from time to time for the payment of the principal and/or together with interest, charges, costs, expenses and all other monies payable by the Company in respect of such Debentures provided that the aggregate indebtedness secured by the assets of the Company does not exceed a sum of INR 8,000 MN (Indian Rupees Eight Thousand Million only) for the financial year 2024-25.

RESOLVED FURTHER THAT Mr. Anil Kumar S G, Director (DIN: 01189011) or Mr. Gurunath N, Wholtime Director (DIN: 02799586) or the Company Secretary of the Company, be and are hereby severally authorized to do all such acts, deeds, matters and things and to execute all such agreements, documents, undertakings, instruments, applications, etc., as may be necessary for giving effect to the above resolution, with power to settle all questions, difficulties or doubts that may arise in regard to the aforesaid resolution including but not limited to filing of necessary forms



with the Registrar of Companies and to comply with all other requirements in this regard.”

//CERTIFIED TRUE COPY//

For **SAMUNNATI FINANCIAL INTERMEDIATION & SERVICES PRIVATE LIMITED**

S. Arun Kumar
Company Secretary
Membership No: F7112

**Samunnati Financial Intermediation &
Services Private Limited**

Registered & Corporate Office:
Baid Hi Tech Park, 8th Floor, No. 129 B,
East Coast Road, Thiruvanmiyur, Chennai 600041

+91 044 66762400
info@samunnati.com
www.samunnati.com

CIN - U65990TN2014PTC096252

CERTIFIED TRUE COPY OF THE EXPLANATORY STATEMENT OF THE NOTICE OF EXTRA ORDINARY GENERAL MEETING (03/2023-24) HELD ON WEDNESDAY, MARCH 20, 2024, AT 11:00 A.M. IST THROUGH VIDEO CONFERENCING WITH THE PROCEEDINGS OF THE MEETING RECORDED AT THE REGISTERED OFFICE OF THE COMPANY SITUATED AT BAID HI TECH PARK, 8TH FLOOR, NO.129 B, EAST COAST ROAD, THIRUVANMIYUR, CHENNAI - 600041

EXPLANATORY STATEMENT PURSUANT TO SECTION 102 OF THE COMPANIES ACT, 2013

ITEM NO.3:

SPECIAL RESOLUTIONS:

APPROVAL FOR ISSUE OF NON-CONVERTIBLE DEBENTURES ON PRIVATE PLACEMENT BASIS:

The Company in the ordinary course of business proposes to raise funds by way of issuance of debt securities including subordinated, listed or unlisted, senior secured, senior unsecured, secured or unsecured Non-Convertible Debentures (“NCDs”) or Market Linked Debentures (“Debentures”) or any other permissible debt securities as may be determined by the Board.

The Board had at its Meeting held on January 23, 2024, approved issuance of non-convertible debt securities subject to approval of the Members up to an aggregate limit of INR 8,000 MN (Indian Rupees Eight Thousand Million only) for FY 2024-25. Accordingly, the approval of the Members is being sought, by way of a special resolution, to offer and issue non-convertible debentures, as set out above.

Pursuant to Rule 14(1) of the Companies (Prospectus and Allotment of Securities) Rules, 2014 (“Prospectus and Allotment Rules”), the following disclosures are made:

Sr No.	Particulars	Disclosure
1.	Particulars of the offer including date of passing of Board resolution	<p>Proviso to Rule 14(1) of the Prospectus and Allotment Rules prescribes that where the amount to be raised through offer or invitation of Non-Convertible Debentures, it shall be sufficient if the company passes a special resolution only once in a year for all the offers or invitations for such NCDs during the year.</p> <p>Pursuant to this resolution under Section 42 of the Companies Act, 2013, the specific terms of each offer/issue of NCDs shall be decided at the time of issuance of the relevant NCDs. The date of the relevant resolution of the board and / or committee authorising the issuance shall be mentioned/disclosed in the private placement offer cum application letter for each offer/issue of NCDs.</p> <p>The Board had at its Meeting held on January 23, 2024, approved issuance of non-convertible debt securities subject to approval of the Members up to an aggregate limit of INR 8,000 MN (Indian Rupees Eight Thousand Million only) for FY 2024-25.</p>

2.	Kinds of securities offered and the price at which security is being offered	<p>Sub-ordinated or unsubordinated, listed or unlisted, senior secured or senior unsecured or unsecured, rated or unrated, Non-Convertible Debentures (“NCDs”) or Market-Linked Debentures or any other permissible debt securities as may be determined by the Board (“Debentures”)</p> <p>The NCDs will be offered/issued either at par or at premium or at a discount to face value, which will be decided by the Board of Directors, or any Committee authorised by the Board of Directors, for each specific offer/issue, on the basis of the interest rate/effective yield determined, based on market conditions prevailing at the time of the respective offer/issue of NCDs.</p>
3.	Basis or justification for the price (including premium, if any) at which the offer or invitation is being made	<p>Not applicable</p> <p>The securities proposed to be issued are non-convertible debt instruments, which will be offered/issued either at par or at premium or at a discount to face value in accordance with the terms decided in respect thereof.</p>
4.	Name and address of valuer who performed valuation	Not Applicable
5.	Amount which the company intends to raise by way of such securities	The aggregate amount to be raised through the issuance of Debentures pursuant to the authority under this resolution shall not exceed the overall limit of INR 8,000 MN (Indian Rupees Eight Thousand Million only) during the financial year 2024-25.
6.	Material terms of raising such securities	The specific terms of each offer/issue of NCDs shall be as approved by the Board or any Committee authorised by the Board of Directors, at the time of issuance of the respective securities. These disclosures will be specifically made in each private placement offer cum application letter for each offer/issue.
7.	Proposed time schedule	<p>The aforesaid resolution shall be valid for issuance of subordinated, listed or unlisted, senior secured, senior unsecured, secured or unsecured Non-Convertible Debentures (“NCDs”) or Market Linked Debentures (“Debentures”) or any other permissible debt securities as may be determined by the Board for the financial year 2024-25.</p> <p>The allotment of Debentures will be done within 60 (Sixty) days from the date of circulation of private placement offer letter cum application form.</p>

8.	Purposes or objects of offer	The proceeds of Debentures issued shall be utilised for the expansion and growth of business of the Company.
9.	Contribution being made by the Promoters or Directors either as part of the offer or separately in furtherance of objects	None of the Promoters or Directors or Key Managerial Personnel of the Company shall be subscribing to the Debentures issued.
10.	Principle terms of assets charged as securities	<p>The assets charged along with the amount and extent of charge creation for specific offer/issue of Secured NCDs shall be as approved by the Board or any Committee authorised by the Board of Directors, at the time of issuance of the respective securities.</p> <p>The terms and class of assets to be charged will be provided in the relevant Deed of Hypothecation and the charge will be created within timelines stipulated under the Companies Act. 2013.</p>

None of the Directors and Key Managerial Personnel of the Company including their relatives are concerned or interested, either directly or indirectly, in the proposal contained.

Accordingly, the Board of Directors recommends that the Members approve the resolution mentioned in item no. 3 as Special Resolution.

//CERTIFIED TRUE COPY//

For SAMUNNATI FINANCIAL INTERMEDIATION & SERVICES PRIVATE LIMITED

S. Arun Kumar
Company Secretary
Membership No: F7112

ANNEXURE F: APPLICATION FORM

(To be filed by the Applicant)

- (i) Name
- (ii) Father's name
- (iii) Complete address including flat/house number, street, locality, pin code
- (iv) Phone number, if any
- (v) Email ID, if any
- (vi) PAN Number
- (vii) Bank Account Details
- (viii) Demat Account:
- (ix) Subscription Amount:
- (x) Number of NCDs:

<i>Tick whichever is applicable</i>	
<i>The applicant is not required to obtain Government approval under the Foreign Exchange Management (Non-debt Instruments) Rules, 2019 prior to subscription of shares</i>	
<i>The applicant is required to obtain Government approval under the Foreign Exchange Management (Non-debt Instruments) Rules, 2019 prior to subscription of shares and the same has been obtained, and is enclosed herewith.</i>	

Signature

(initial of the officer of the Company designated to keep the record)

ANNEXURE G: COPY OF IN-PRINCIPLE APPROVAL FROM THE STOCK EXCHANGE



DCS/COMP/AA/IP-PPDI/442/23-24

Samunnati Financial Intermediation & Services Private Limited
Baid Hi Tech Park, 8th Floor, No 129-B, ECR Road,
Thiruvanmiyur, Chennai – 600041

Dear Sir/Madam

Re: Private Placement of Listed, Non-Convertible Securities for an amount not exceeding Rs.800 Crore (GID Ref no. GID-Feb 2024 dated 07.02.24) ("The Issue")

We acknowledge receipt of your application on the online portal on February 07, 2024 seeking In-principle approval for issue of captioned security. In this regard, the Exchange is pleased to grant in-principle approval for listing of captioned security subject to fulfilling the following conditions at the time of seeking listing:

1. Filing of listing application.
2. Payment of fees as may be prescribed from time to time.
3. Compliance with SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021 read with SEBI Circular No SEBI/HO/DDHS/P/CIR/2021/613 dated August 10, 2021 and circulars issued thereunder and also Compliance with provisions of Companies Act 2013.
4. Receipt of Statutory & other approvals & compliance of guidelines issued by the statutory authorities including SEBI, RBI, DCA etc. as may be applicable.
5. Compliance with change in the guidelines, regulations, directions, circulars of the Exchange, SEBI or any other statutory authorities, documentary requirements from time to time.
6. Compliance with below mentioned circular dated June 10, 2020 issued by BSE before opening of the issue to the investors.:
<https://www.bseindia.com/markets/MarketInfo/DispNewNoticesCirculars.aspx?page=20200610-31>
7. Issuers, for whom use of EBP is not mandatory, specific attention is drawn towards compliance with Chapter XV of SEBI Circular No SEBI/HO/DDHS/P/CIR/2021/613 dated August 10, 2021 and BSE Circular No 20210519-29 dated May 19, 2021. Accordingly, Issuers of privately placed debt securities in terms of SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021 or ILDM Regulations for whom accessing the electronic book platform (EBP) is not mandatory shall upload details of the issue with any one of the EBPs within one working day of such issuance. The details can be uploaded using the following links [Electronic Issuance - Bombay Stock Exchange Limited \(bseindia.com\)](#).
8. It is advised that Face Value of NCDs issue through private placement basis should be kept as per Chapter V of SEBI Circular No SEBI/HO/DDHS/P/CIR/2021/613 dated August 10, 2021.



9. Issuers are hereby advised to comply with signing of agreements with both the depositories as per Regulation 7 of SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021 read with SEBI Circular No SEBI/HO/DDHS/P/CIR/2021/613 dated August 10, 2021.

10. Company is further requested to comply with SEBI Circular SEBI/HO/DDHS/DDHS-RACPOD1/CIR/P/2023/56 dated April 13, 2023, (if applicable) read along with BSE Circular <https://www.bseindia.com/markets/MarketInfo/DispNewNoticesCirculars.aspx?page=20230428-18> and ensure compliance of the same.

This In-Principle Approval is valid for a period of 1 year from the date of issue of this letter or period of 1 year from the date of opening of the first offer of debt securities under the General information Document, whichever is applicable. The Exchange reserves its right to withdraw its in-principle approval at any later stage if the information submitted to the Exchange is found to be incomplete/incomplete/incomplete/misleading/false or for any contravention of Rules, Bye-laws and Regulations of the Exchange, SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021 read with SEBI Circular No SEBI/HO/DDHS/P/CIR/2021/613 dated August 10, 2021 and circulars issued thereunder, SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, Guidelines/Regulations issued by the statutory authorities etc. Further, it is subject to payment of all applicable charges levied by the Exchange for usage of any system, software or similar such facilities provided by BSE which the Company shall avail to process the application of securities for which approval is given vide this letter.

Yours faithfully,
For BSE Limited


Pranav Singh
Senior Manager


Akshay Arolkar
Deputy Manager

ANNEXURE H: DUE DILIGENCE CERTIFICATE FROM THE DEBENTURE TRUSTEE

[Attached Separately]

ANNEXURE I: OTHER TERMS

AFFIRMATIVE COVENANTS

(a) **Utilization of the issue proceeds**

The Company shall utilize the proceeds of this issue in accordance with applicable Laws and regulations and as provided in this Deed.

(b) **Amendment of Articles of Association**

Company has amended and incorporated provisions in their Articles of Association, authorizing the Debenture Trustee to appoint a nominee director on the board of directors of the Company as per Clause 15 (1)(e) of the Securities and Exchange Board of India (Debenture Trustee) Regulations, 1993 and Rule 18(3) (e) of Companies (Share Capital and Debentures) Rules, 2014 as specified under SEBI Listed Debentures Circulars and Regulations.

(c) **Notice of winding up or other legal process**

Company shall promptly inform the Debenture Trustee if it has notice of any application for winding up having been made or any statutory notice of winding up under the provisions of the Act or any other notice under any other statute relating to winding up or otherwise of any suit or other legal process intended to be filed or initiated against the Company.

(d) **Loss or damage by uncovered risks**

Company shall promptly inform the Debenture Trustee of any material loss or significant damage which the Company may suffer due to any force majeure circumstances or act of God, such as earthquake, flood, tempest or typhoon, etc. against which the Company may not have insured its properties.

(e) **Costs and expenses**

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

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

Company shall punctually pay all rents, royalties, taxes, rates, levies, cesses, assessments, impositions and outgoing, governmental, municipal or otherwise imposed upon or payable by the Company as and when the same shall become payable and when required by the Debenture Trustee produce the receipts of such payment and also punctually pay and discharge all debts and obligations and liabilities which may have priority over the Debentures and observe, perform and comply with all covenants and obligations which ought to be observed and performed by the Company under this Deed.

ich ought to be observed and performed by the Company under this Deed.

(g) **Preserve corporate status; authorisations**

Company shall

(i) diligently preserve and maintain its corporate existence and status and all rights, contracts privileges, franchises and concessions now held or hereafter acquired by it in the conduct of its business and comply with each and every term of the said franchises and concessions and all acts, authorizations, consents, permissions, rules, regulations, orders and directions of any legislative, executive, administrative or judicial body applicable to its Assets or any part thereof PROVIDED THAT the Company may contest in good faith the validity of any such acts, rules, regulations, orders and directions and pending the determination of such contest may postpone compliance therewith if the rights enforceable under the Debentures are not thereby materially endangered or impaired. The Company will not do or voluntarily suffer or permit to be done any act or thing whereby its right

to transact its business might or could be terminated or whereby payment of the principal of or interest on the Debentures might or would be hindered or delayed;

d be hindered or delayed;

- (ii) *conduct its business with due diligence and efficiency and in accordance with sound technical, managerial and financial standards and business practices with qualified and experienced management and personnel; and*
- (iii) *promptly obtain all consents and authorizations as maybe necessary for performing its obligations in relation to the issue of the Debentures.*

(h) **Pay stamp duty**

Company shall pay all such stamp duty (including any additional stamp duty), other duties, taxes, charges and penalties, if and when the Company may be required to pay according to the applicable laws and in the event of the Company failing to pay such stamp duty, other duties, taxes and penalties as aforesaid, the Debenture Trustee will be at liberty (but shall not be bound) to pay the same and the Company shall reimburse the same to the Debenture Trustee on demand.

(i) **Furnish information to trustee**

Company shall give to the Debenture Trustee or its nominee(s)/ agent(s) such information/copies of relevant extracts as they shall require as to all matters relating to the business of the Company or any part thereof and to investigate the affairs thereof and the Company shall allow the Debenture Trustee to make such examination and investigation as and when felt necessary and shall furnish him with all such information as they may require and shall pay all reasonable costs, charges and expenses incidental to such examination and investigation.

to such examination and investigation.

(j) **Grievance**

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

(k) **Specific Information to be provided to the Debenture Trustee**

Company shall inform and provide the Debenture Trustee with applicable documents in respect of the following:

- (i) *notice of any Event of Default or potential Event of Default, each as listed in **Schedule XI** (Events of Default) of this Deed;*
- (ii) *periodic review of the ratings obtained by the Company by the credit rating agencies and any revision in the rating as per the Listing Regulations;*
- (iii) *details of any material litigation, arbitration or administrative proceedings, etc. against the Company which may impact the ordinary course of business of the Company, including those that are required to be disclosed to the Debenture Trustee;*
- (iv) *any and all information required to be provided to the stock exchange under the Listing Regulations; and*
- (v) *the declaration or distribution of dividend.*

(l) **Comply with Investor Education and Protection Fund requirements**

Company shall comply with the provisions of the Act relating to transfer of unclaimed/ unpaid amounts of interest on Debentures and redemption of Debentures to Investor Education and Protection Fund (IEPF), if applicable to it.

(m) **Further assurances**

Company shall

- (i) *execute and/or do, at their own expense, all such deeds, assurances, documents, instruments, acts, matters and things, in such form and otherwise as the Debenture Trustee may reasonably or by Law require or consider necessary in relation to enforcing or exercising any of the rights and authorities of the Debenture Trustee;*
- (ii) *furnish to the Debenture Trustee details of all grievances received from the Debenture Holders and the steps taken by the Company to redress the same. At the request of any Debenture Holder, the Debenture Trustee shall, by notice to the Company call upon the Company to take appropriate steps to redress such grievance and the Company shall comply with the instructions of the Debenture Trustee issued in this regard;*
- (iii) *obtain, comply with the terms of and do all that is necessary to maintain in full force and effect all authorisations necessary to enable it to lawfully enter into and perform its obligations under this Deed or to ensure the legality, validity, enforceability or admissibility in evidence in India of this Deed;*
- (iv) *The Company should comply with corporate governance, follow pricing and practices approved by Board of Directors and adhere to digital lending guidelines and fair practice code issued by RBI.*
- (v) *comply with:*
 - (A) *all Laws, rules, regulations and guidelines (including but not limited to environmental, social and taxation related Laws), as applicable in respect of the Debentures and obtain such regulatory approvals as may be required from time to time, including but not limited to SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, SEBI NCS Listing Regulation and (iv) the provisions of the listing agreement entered into by the Company with the BSE in relation to the Debentures;*
 - (B) *the Securities and Exchange Board of India (Debenture Trustee) Regulations, 1993 as in force from time to time, in so far as they are applicable to the Debentures and furnish to the Debenture Trustee such data, information, statements and reports as may be deemed necessary by the Debenture Trustee in order to enable them to comply with the provisions of Regulation 15 thereof in performance of their duties in accordance therewith to the extent applicable to the Debentures;*
 - (C) *Exchange Board of India (Debenture Trustee) Regulations, 1993 as in force from time to time, in so far as they are applicable to the Debentures and furnish to the Debenture Trustee such data, information, statements and reports as may be deemed necessary by the Debenture Trustee in order to enable them to comply with the provisions of Regulation 15 thereof in performance of their duties in accordance therewith to the extent applicable to the Debentures;*
 - (D) *the provisions of the Act in relation to the issue of the Debentures;*
 - (E) *f the Debentures;*
 - (F) *procure that the Debentures are rated and continued to be rated until the redemption of the Debentures;*
 - (G) *the Company shall ensure that, at time of making any payment of interest or repayment of the principal amount of the Debentures in full or in part, the Company shall do so in the manner that is most tax efficient for the Debenture Holders (including withholding tax benefit) but without, in any way, requiring the Company to incur any additional costs, expenses or taxes and the Company shall avail of all the benefits available under any treaty applicable to the Company and/or the Debenture Holders;*
 - (H) *Comply with any monitoring and/or servicing requests from Debenture Trustee; and*
 - (I) *ny monitoring and/or servicing requests from Debenture Trustee; and*
 - (J) *all Laws, rules, regulations and guidelines as applicable in respect of foreign investors (if any).*

(n) **Security**

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

- (i) *the Debentures shall be secured with first ranking exclusive continuing security by way of a first ranking exclusive charge on the Hypothecated Assets in favour of the Debenture Trustee for the benefit of the Debenture Holders;*
- (ii) *that all the Assets that shall be charged to the Debenture Trustee under the Hypothecation Agreement shall always be kept distinguishable and held as the exclusive property of the Company specifically appropriated to this security and be dealt with only under the directions of the Debenture Trustee. The Company shall not create any charge, lien or other encumbrance upon or over the same or any part thereof except in favour of the Debenture Trustee nor suffer any such charge, lien or other encumbrance or any part thereof nor do or allow anything that may prejudice this security and the Debenture Trustee shall be at liberty to incur all costs and expenses as may be necessary to preserve this security and to maintain the same undiminished and claim reimbursement thereof;*
- (iii) *shall, on the First Security Cover Determination Date and at all times thereafter, ensure that the Security Cover Ratio is maintained and towards this end, it shall on or before each Monthly Security Cover Determination Date, Top-up the Hypothecated Assets with additional Receivables and/or Replace any Receivables constituting the Hypothecated Assets in accordance with the Hypothecation Agreement so as to ensure that Security Cover Ratio is maintained at all times from the First Security Cover Determination Date until the redemption of the Debentures in full and perfect the first ranking and exclusive charge of the Debenture Trustee over such modified Hypothecated Assets by filing Form CHG-9 with the concerned ROC and the required filing with the Central Registry in relation thereto as soon as practicable and no later than 30 (thirty) days therefrom;*
- (iv) *shall, on the First Security Cover Determination Date and every Monthly Hypothecated Asset Reporting Date, as also whenever required by the Debenture Trustee, give full particulars to the Debenture Trustee of all the Hypothecated Assets from time to time and shall furnish and verify all statements, reports (including Monitoring Reports as prescribed in the Hypothecation Agreement), returns, certificates and information from time to time and as required by the Debenture Trustee and furnish and execute all necessary documents to give effect to the Hypothecated Assets;*
- (v) *the security interest created on the Hypothecated Assets shall be a continuing security as described in the Hypothecation Agreement;*
- (vi) *the Hypothecated Assets shall satisfy the eligibility criteria set out in **Schedule XII** (Eligibility Criteria);*
- (vii) *nothing contained herein shall prejudice the rights or remedies of the Debenture Trustee and/ or the Debenture Holders in respect of any present or future security, guarantee obligation or decree for any Financial Indebtedness or liability of the Company to the Debenture Trustee and/ or the Debenture Holders; and*
- (viii) *the Debenture Holders shall have a beneficial interest in the moveable Assets of the Company which have been charged to the Debenture Trustee to the extent of the Outstanding Principal Amounts of the Debentures under this Deed.*
- (ix) *he Debentures under this Deed.*
- (o) **Filings**
If the Debentures are listed, the Company shall file with the BSE such information as required under Chapter V of SEBI (Listing Obligations and Disclosure Requirements) Regulation, 2015;
- (p) **Amounts to be reimbursed to the Debenture Trustee**
Company shall, forthwith upon demand by the Debenture Trustee, reimburse to the Debenture Trustee all amounts paid by the Debenture Trustee to reasonably protect the Hypothecated Assets and such amounts shall be deemed to be secured by the Hypothecated Assets;
- (q) **Delay in Security Creation**

Company shall in the event of any delay in the creation of first ranking and exclusive charge over the Hypothecated Assets within the timelines stipulated in the Hypothecation Agreement or in the event the Security Cover Ratio is not met on or prior to the First Security Cover Determination Date, the Company will, at the option of the Debenture Holders, either:

- (i) refund the Application Money as set out in Clause 2.5 of this Deed, to the Debenture Holders; or
- (ii) pay to the Debenture Holders additional interest at Default Interest Rate on the Outstanding Principal Amounts from the Deemed Date of Allotment till the creation of first ranking and exclusive charge over the Hypothecated Assets pursuant to the terms of the Hypothecation Agreement such that the Security Cover Ratio is met.

(r) **Books of Account**

Company shall maintain proper books of account as required by the Act and therein make true and proper entries of all dealings and transactions of and in relation to the Hypothecated Assets and the business of the Company and keep such books of account and all other books, registers and other documents relating to the affairs of the Company at its registered office or, where permitted by Law, at other place or places where the books of account and documents of a similar nature may be kept. The Company will ensure that all entries in the same relating to the Hypothecated Assets and the business of the Company shall at all reasonable times be open for inspection of the Debenture Trustee and such person or persons as the Debenture Trustee shall, from time to time, in writing for the purpose, appoint;

ensure that all entries in the same relating to the Hypothecated Assets and the business of the Company shall at all reasonable times be open for inspection of the Debenture Trustee and such person or persons as the Debenture Trustee shall, from time to time, in writing for the purpose, appoint;

(s) **Material Adverse Effect**

Company shall promptly inform the Debenture Trustee in writing of the occurrence of any, or the occurrence of any event that is likely to have a, Material Adverse Effect, together with explanation of the reasons thereof;

(t) **Insurance**

Company shall maintain insurances on and in relation to its business and assets with insurance companies against those risks and to the extent as is usual for companies carrying on the same or substantially similar business and any other insurances as may be required by Law and ensure that all premiums are paid on time and other obligations of the Company under the insurance policies are duly complied with;

(u) **Corporate Governance**

- (i) the Company shall maintain the highest standards of corporate governance in accordance with the NBFC Master Directions;
- (ii) shall at all times until the redemption of all outstanding Debentures, ensure that there is at least 1 (one) independent director; and
- (iii) the Company shall at all times comply with the NBFC Master Directions and Digital Lending Guidelines issued by Reserve Bank of India dated September 02, 2022, as applicable and any amendments from time to time.

(v) **General**

- (i) the Company shall perform all of its obligations under the terms of the Transactions Documents and maintain in full force and effect each of the Transaction Documents;
- (ii) the Company shall promptly pay and discharge all its financial obligations and regularly make all payments due and payable by the Company, including but not limited to taxes and also such payment due and payable under or in respect of the Issue or any documents executed in connection there with;
- (iii) the Company shall give the Debenture Trustee any information, relating to the business, property, affairs of the Company, that materially impacts the interests of the Debenture Holders;

- (iv) *the Company shall comply with the 'Guidelines on Fair Practices Code for Non-Banking Financial Companies' as prescribed by the RBI from time to time; and*
- (v) *the Company shall at all times act and proceed in relation to its affairs and business in compliance with applicable Law.*

(w) **Access**

Company shall permit the Debenture Trustee (and the Debenture holders) and/or accountants or other professional advisers and contractors appointed by the Debenture Trustee access at all reasonable times and on reasonable notice of the Company to:

- i. check the management of the funds made available through subscription to the Debentures;*
- ii. inspect and take copies and extracts from the books, accounts and records of the Company;*
- iii. the Company shall obtain, comply with and maintain all necessary licenses / authorisations;*
- iv. visit and inspect the premises of the Company; and*
- v. meet and discuss matters with senior management employees of the Company.*

(x) **Conditions Subsequent**

*Company shall comply with the conditions stipulated in **Schedule VI** (Conditions Subsequent);*

(y) **Financial Covenants**

*Company shall comply with the financial covenants stipulated in **Schedule IX** (Financials Covenants);*

(z) **Issue Terms and Conditions**

At all times during the term of these presents comply with each of the Issue Terms and Conditions;

(aa) **Internal Controls**

Company shall maintain appropriate internal controls for the purpose of (i) preventing fraud on monies lent by the Company; and (ii) preventing money being used for money laundering or illegal purposes; and

(bb) **Information to Debenture Trustee**

The Company shall promptly provide all assistance, documents and information to the Debenture Trustee as may be required by it to enable the Debenture Trustee to fulfill its obligations as may be required by SEBI from time to time.

NEGATIVE COVENANTS

Without the prior written consent of the Debenture Trustee (approval of Majority Debenture Holders) the Company shall not take any action/ permit any action to be taken in relation to the items set out herein (except for the following: (a) Change of Business; (c) Dividend; and (r) Related party transactions). The Debenture Trustee may approve any application for consent in respect of the above matters ("**Application**"), if Majority Debenture Holders provide their consent, within a period of 15 (fifteen) days from the date of receipt of such request/notification from the Debenture Trustee ("**Period**"). If in the event such consent is not received within 15 (fifteen) days, it would be a deemed consent the Company can take all such required actions under this schedule.

However, on an Event of Default, breach of terms of Transaction Documents/Covenants, where the deemed consent is not applicable and the consent of the Debenture Holders/ Debenture Trustee shall be obtained as per the applicable SEBI regulation, SEBI Operating Circulars, SEBI Debenture Trustee Circular and any amendments from time to time and in terms of process set out **Section 6** (Provisions of the Meeting of Debenture Holders) and this Deed.

(a) **Change of business;**

Change the general nature of its business (save and except other than in ordinary course of business) from that which is permitted by the RBI. The issuer shall not undertake any new major new business outside financial services or any diversification of its business outside financial services, without approval of Majority Debenture Holders.

(b) **Change in constitutional documents**

Change or make any alteration to its Constitutional Documents, where such amendment would have a Material Adverse Effect, without prior consent of the Debenture Trustee. The above does not apply to any changes to effect an increase in authorised share capital.

(c) **Dividend**

Declare or pay any dividend or make any distributions on its share capital (other than dividends or distributions payable on shares of the Company), unless:

- (i) the proposed payment or distribution is out of net income of the current Financial Year (excluding any amount resulting from the revaluation of any of the Company's assets);
- (ii) no Event of Default has occurred and is then continuing, or could occur or is reasonably likely to occur, as a result of such payment or declaration of any dividend or distribution and after giving effect to any such action;
- (iii) the Company is in compliance with the financial covenants set forth in **Schedule IX** (Financial Covenants); and
- (iv) the company has paid or made satisfactory provision for the payment of the installments of principal and interest due on the Debentures.

(d) **Merger, consolidation, etc.**

Undertake or permit any mergers and Acquisitions, restructuring, amalgamation without approval of majority Debenture Holders

The Company shall not, enter into any transaction of merger, de-merger, consolidation, re-organization, scheme of arrangement or compromise with its creditors or shareholders or effect any scheme of amalgamation or reconstruction.

(e) **Associates, Subsidiaries, and Joint Ventures**

Dispose of, acquire or incorporate any associates (as defined in the Act), subsidiary (as defined in the Act) or joint ventures which are likely to have Material Adverse Effect.

(f) **Acquisition**

Acquire, without the prior written consent of the Majority Debenture Holders, any company, business or undertaking, other than as may be permitted under this Deed, if the amount of the acquisition cost is likely to have Material Adverse Effect, whether paid by cash or otherwise.

(g) Joint Venture

Without the prior written consent of the Majority Debenture Holders:

- (i) acquire (or agree to acquire) any shares, stocks, securities or other interest in any joint venture; or*
- (ii) transfer any assets or lend to or guarantee or indemnify or give security for the obligations of a joint venture (or agree to transfer, lend, guarantee, indemnify or give security for the obligations of a joint venture).*

(h) Loans and Guarantees

The Company shall not:

- a. extend a loan to any single individual or entity amounting to greater than 5% (Five percent) of its Tangible Net Worth other than the wholly owned subsidiaries of the Issuer;*
- b. undertake to guarantee the liabilities of any individual or entity, other than the wholly owned subsidiaries of the Issuer and in the ordinary course of business; or*

(i) Arm's length basis; No profit-sharing arrangements

The Company shall not, without the prior written consent of the Majority Debenture Holders:

- (i) enter into any transaction with any person or enter into or continue business relations with its shareholders, employees, affiliate(s), holding company(ies), and/or subsidiary(ies) except on proper commercial terms negotiated on an arm's length basis;*
- (ii) enter into or establish any partnership, profit sharing, royalty agreement or other similar other arrangement whereby the Company's income or profits are, or might be, shared with any other person other than in the ordinary course of business; or*
- (iii) enter into any management contract or similar arrangement whereby its business or operations are managed by any other person.*

(j) Immunity

Claim any immunity or limitation of liability against any payment obligations arising towards the Debenture Holders.

(k) Liabilities

Incur, create, assume, or allow any Financial Indebtedness that ranks prior to the Debentures or subordinates the Debentures.

(l) Change of control

Issue any additional shares or equity interests and shall not have its existing shares or equity interests transferred, sold, pledged or otherwise encumbered, if such action results in change in Control of the Company. The Company will not permit a Change of Control (as defined below) from that subsisting as of the Deemed Date of Allotment. Without prior consent approve any change in management Control, voting rights and board seats by Promoters from that subsisting as of the Deemed Date of Allotment.

(m) Buy-back

The Company will not purchase or redeem any of its issued Equity Shares except equity shares allotted under ESOP scheme of the Company or reduce its share capital without the prior written consent of the Debenture Trustee.

(n) **Disposal of Assets**

Sell, assign, transfer, or otherwise dispose of in any manner whatsoever any material Assets, business or division of the Company (whether in a single transaction or in a series of transactions (whether related or not) or any other transactions which cumulatively have the same effect) other than any securitisation/portfolio sale of assets undertaken by the Company in its ordinary course of business.

Any sale of assets/ business/ division that has the effect of exiting the business or re-structuring of the existing business.

(o) **Management Control**

The Company shall not make any material change in its management without the prior written consent of the Debenture Holders, which may cause or permit change in control (as defined under the under the SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011) of the Company, pass a resolution of voluntary winding up or implement any scheme for restructuring or reconstruction, consolidation, amalgamation, merger or other similar purposes.

(p) **Material compromise or Settlement**

Enter into material compromise or arrangement or settlement with any of its creditors (secured and unsecured) that would prejudicially affect the interest of the Debenture Holders.

(q) **Anti-money laundering**

Permit any of the Debenture proceeds to be used to fund any form of violent political activity, terrorists or terrorist organizations, nor any money laundering process or scheme to disguise illegally obtained funds, nor any other criminal activity including arms sales, drug trafficking, robbery, fraud or racketeering.

(r) **Related Party Transactions**

The Company shall not enter into related party transaction (other than in arms' length price and in ordinary course of business related to lending activities).

(s) **Financial Year**

Company shall not change its financial year-end from 31st March (or such other date as may be approved by Majority Debenture Holders) without the prior written consent of the Debenture Trustee.

(t) **Breach**

The Company shall not breach or violate any covenant/warranty/representation as maybe contained in any other loan/facility agreement executed between the Company and Debenture Holder.

(u) **Others**

*Without prejudice to Clause (c) (Change in shareholding) of this **Schedule VII** (Negative Covenants) the Company shall not permit sale/ transfer/ disposal of (i) equity shares of the Company, or (ii) instruments that are compulsorily and mandatorily convertible into equity shares of the Company, by the Promoter(s) and/ or (iii) permit the Promoter(s) to exit from management activities in relation to the Company.*

FINANCIAL COVENANTS

The Company shall comply with each of the following financial covenants at all times until the redemption of all outstanding Debentures:

- i. Shall at all times maintain the Capital Adequacy Ratio calculated as per the applicable RBI regulations for non-banking financial companies of not less than 20%;
- ii. Shall at all times, maintain the ratio of (x) aggregate amount of exposures of the Company, both on balance sheet and off balance sheet, owed to its Subsidiary(ies), affiliates and other Related party(ies) of the Company excluding investments in related parties by way of equity and guarantee to subsidiaries divided by (y) Total Capital of not greater than 20%. For the purpose of this sub-clause, the terms "Subsidiary(ies)" shall have the meaning assigned to such terms in the Act and the term "Related Party(ies)" shall mean all the members of the Company's Board of Directors, senior management of the Company, companies or individuals holding more than 5% of the share capital of the Company or the next of kin of any of these Individuals;
- iii. ies)" shall mean all the members of the Company's Board of Directors, senior management of the Company, companies or individuals holding more than 5% of the share capital of the Company or the next of kin of any of these Individuals;
- iv. Shall at all times, maintain the value of its outstanding whole-sale loan portfolio as a percentage of the Outstanding Gross Loan Portfolio of not greater than 25%;
- v. Shall at all times, maintain the value of the top 10 credit exposures of the Company as a % of the total Net Worth of not greater than 30%;
- vi. Gross NPA of less than 5%;
- vii. Net NPA of less than 3%;
- viii. Maximum permissible ratio of Total Liabilities to Tangible Net Worth should not exceed 4x
- ix. Cumulative mismatch in ALM shall always be positive across 1m and 3m buckets
- x. Profit after tax as per the financial information submitted by the Issuer should be positive on a standalone starting March 31, 2024 and positive on a consolidated basis starting March 31, 2025;

All financial covenants would be tested on a quarterly basis i.e. as on 31st March, 30th June, 30th September and 31st December every year, starting from June 30, 2024, on standalone balance sheet till the redemption of the Debentures.

The financial covenants shall be certified by the Company within 90 (ninety) calendar days from the end of each Financial Year and 60 (Sixty) calendar days from the end of each financial quarter.

REPORTING COVENANTS

Company shall provide or cause to be provided to the Debenture Trustee (and to the Debenture Holders if so requested), in form and substance reasonably satisfactory to the Debenture Trustee, each of the following items:

(a) Monthly Reports

On each Monthly Reporting Date provide a list of Hypothecated Assets and ensure that Security Cover is maintained and be tested on a monthly basis for each month.

(b) Quarterly Reports

As soon as available and in any event within 45 (Forty-Five) calendar days after the end of each quarterly reporting period of the Company, the quarterly reporting required and in form and substance satisfactory to the Debenture Trustee and the Debenture Holders. Such reporting will include information detailing:

- i. financials, operations, portfolio growth and asset quality (including static portfolio cuts, collection efficiency and portfolio at risk data), funding in formats acceptable to the Debenture Trustee and the Debenture Holders;
- ii. ee and the Debenture Holders;
- iii. the shareholding structure and composition of the board of directors in the Company;
- iv. if applicable, the financial and other returns filed by the Company with the RBI (including without limitation, the form NBS 7 filed with the RBI);
- v. Related party transactions;
- vi. on a quarterly basis obtain a certificate from the statutory auditor of the Company giving the value of receivables/book debts including compliance with the covenants of Transaction Documents and that the minimum asset cover of 1.1x is maintained.
- vii. a compliance certificate confirming compliance with the financial covenants set forth in **Schedule IX** (Financial Covenants) signed by statutory auditor of the Company in the form and substance reasonably satisfactory to the Debenture Trustee and the Debenture Holders;
- viii. The Company shall furnish quarterly report to the Debenture Trustee containing the following particulars:
 - i. Updated list of the names and addresses of the Debenture Holders.
 - ii. Details of the Interest due, but unpaid and reasons thereof.
 - iii. The number and nature of grievances received from the Debenture Holders and (A) resolved by the Company (B) unresolved by the Company and the reasons for the same.
 - iv. A statement that the Hypothecated Assets is sufficient to discharge the claims of the Debenture Holders as and when they become due;
 - v. Information on:
 - a. any changes in the accounting policy of the Company from that followed as on the Deemed Date of Allotment.
 - b. All data required for covenant testing including restructured POS, TTM Write-off, borrowing profile sheet, CRAR, contingent liabilities.
 - c. such other information, as may be required by the Debenture Trustee.
 - d. Change in senior management officials (any CXO or equivalent).

e. Any other financial / operational data as may reasonably be required by the Debenture Holder/s.

(c) Annual Reports

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

- (a) as soon as available, and in any event within 90 (ninety) calendar days after the end of each Financial Year:
- (i) a certificate signed by statutory auditor stating that the Company is in compliance with all the financial covenants prescribed in Schedule IX on the basis of the audited financial statements of the Company;
 - (ii) a certificate from statutory auditor certifying that the receivables created out of the issuance are hypothecated to the Investor and Investor has exclusive first charge on the receivables created out of the issuance and the minimum asset cover of 1.1x is available. Certificate to contain details of receivables (Loan ID, amount sanctioned, amount outstanding, overdue status) hypothecated to Investor;
- (b) as soon as available, and in any event within 180 (one hundred and eighty) calendar days after the end of each Financial Year, certified copies of its annual report for such Financial Year.

(d) Event Based Reports

- (i) as soon as practicable and in any event within 5 (five) calendar days (in respect of any changes/actions requiring the approval of the board of directors) and 15 (fifteen) calendar days (in all other cases) of the occurrence of the following events, the details of:
- a. any change in the list/composition of the board of directors of the Company;
 - b. any change in the shareholding structure of the Company, in form and substance satisfactory to the Debenture Trustee and the Debenture Holders.
 - c. any change in any of the senior management officials (CXO or equivalent) of the Company;
 - d. Any fraud amounting to more than 1% of Gross Loan Portfolio;
 - e. Any material changes in accounting policy
 - f. any amendment to constitutional documents except amendment of memorandum of association and the articles of association due to the following events:
 - i. Increase in authorised Share Capital and/or any re-classification;
 - ii. Appointment of observer on behalf of any investor;
 - iii. Appointment of nominee director on behalf of an investor;
 - iv. Any change in the Articles as a result of amendments in the shareholders' agreement entered with any shareholder/investor; provided that such amendment(s) are not prejudicial to the interest of the Debenture Holder of this Issue;
- (ii) details of any new segment of business other than the business carried out by the Company as of the Effective Date in accordance with the Constitutional Documents;
- (iii) as soon as practicable, and in any event within 1 (one) day after the Company obtains actual knowledge thereof, notice of the occurrence of any event or circumstance that could reasonably be expected to result in a Material Adverse Effect;
- (iv) as soon as practicable, and in any event within 1 (one) Business Day after the Company obtains actual knowledge thereof, notice of any dispute, litigation, investigation or other proceeding affecting the Company or its property (including the Hypothecated Assets) or operations, which, if adversely determined, could result in a Material Adverse Effect;

- (v) tions, which, if adversely determined, could result in a Material Adverse Effect;
- (vi) as soon as practicable and in any event within 1 (one) Business Day after the Company obtains actual knowledge thereof any winding up proceedings initiated against the Company.
- (vii) as soon as practicable, and in any event within 1 (one) day after the Company obtains actual knowledge thereof obtains or reasonably, notice of the occurrence of any Event of Default or potential Event of Default including any steps taken to cure such event;
- (viii) as soon as practicable, and in any event within 1 (one) Business Day of any notice of any application for winding up having been made or receipt of any statutory notice of winding up under the provisions of the Act or any other notice under any other law or otherwise of any suit or legal process intended to be filed and affecting the title to the property of the Company; and
- (ix) as soon as practicable, and in any event within 1 (one) Business Day of any application of insolvency petition under bankruptcy code/NCLT by the Issuer.
- (x) Intimations regarding all covenants of the issue including side letters, accelerated payment clause, etc. and their breaches if any.

(e) **Disclosures under SEBI Listed Debentures Circulars and Regulations**

The Company shall disclose all such information to the Debenture Trustee under applicable laws and shall file with the BSE all such information as required under SEBI Listed Debentures Circulars and Regulations.

EVENTS OF DEFAULT

(a) **Payment Defaults**

- (i) *The Company does not pay on the Due Date any amount payable pursuant to this Deed and the Debentures (including but not limited to penal interest, if any) at the place and in the currency in which it is expressed to be payable, unless its failure to pay is caused by administrative or technical error and payment is made within 2 (Two) Business Days of its Due Date.*
- (ii) *The Debentures are not redeemed in full, along with accrued but unpaid interest, and other costs, charges and expenses incurred under or in connection with the Transaction Documents, by the Final Redemption Date.*

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

- (i) *The Company is unable or admits inability to pay its debts as they fall due, suspends making payments on any of its debts or, by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors with a view to rescheduling any of its Financial Indebtedness.*
- (ii) *The Company is (or deemed by Law or a court to be) insolvent or bankrupt or unable to pay its debts or stops or suspends payments of all its debts, makes a general assignment or an arrangement or composition with or for benefit of the relevant creditors in respect of any such debts or a moratorium is agreed or declared in respect of or affecting all the debts of the Company.*
- (iii) *with or for benefit of the relevant creditors in respect of any such debts or a moratorium is agreed or declared in respect of or affecting all the debts of the Company.*

(c) **Charge over Hypothecated Assets**

The Company creates or attempts to create any charge on the Hypothecated Assets or any part thereof, in addition to the charge created pursuant to the Hypothecation Agreement without the consent of the Majority Debenture Holders or fails to comply with the requirement of Security Cover Ratio as defined in Schedule I.

(d) **Business**

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

The operating licenses of the Company issued by the Reserve Bank of India and/ or the Securities and Exchange Board of India are revoked.

(e) **Security in Jeopardy**

- (i) *In the opinion of the Debenture Trustee the Hypothecated Assets is in jeopardy;*
- (ii) *If, the security provided pursuant to the Hypothecation Agreement depreciates in value to such an extent that in the reasonable opinion of the Trustee further security should be given and on advising the Company to that effect such security has not been given to the Debenture Trustee to their satisfaction;*
- (iii) *If, without the prior written approval of the Debenture Trustee, the Hypothecated Assets or any part thereof is transferred, assigned, charged, encumbered or alienated but no prior approval shall require for the replacement of assets comprising the Hypothecated Assets with other similar assets; or*

assets with other similar assets; or

- (iv) *the value of the Hypothecated Assets is insufficient to maintain the Security Cover Ratio and Company fails to maintain the minimum-Security Cover Ratio specified in the Hypothecation Agreement within the stipulated timelines in the Hypothecation Agreement.*

(f) **Fraud and Embezzlement**

Any material act of fraud, embezzlement, misstatement, misappropriation or siphoning off of the funds of the Company, or the Promoters of the Company, or revenues of the Company, or any other act having a similar effect being committed by the management or an officer of the Company.

(g) Misrepresentation

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

(h) Material Adverse Change

There shall have occurred a change in the business, operations, property, assets, liabilities, condition (financial or otherwise) or prospects of the Company since the date hereof that has resulted in a Material Adverse Effect acting solely on the instructions of the Majority Debenture Holders, save and except where such change is in ordinary course of business.

(i) Liquidation or Dissolution of the Company / Appointment of Receiver or Liquidator/Litigation

(i) Any corporate action, legal proceedings or other procedure or step is taken in relation to:

- (A) the suspension of payments, a moratorium of any Indebtedness, winding-up, dissolution, administration or re-organisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Company or its Affiliate;*
- (B) a composition, compromise, assignment or arrangement with any creditor of the Company or its Affiliate;*
- (C) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of the Company or its Affiliate; or*
- (D) the Company or its Affiliate, in respect of any reference or enquiry or proceedings commenced, before the National Companies Law Tribunal or under any mechanism or prescription of the RBI in respect of resolution/restructuring of stressed assets (including without limitation, under the RBI's circular no. DBR.No.BP.BC.45/21.04.048/2018-19 dated June 7, 2019 on "Prudential Framework for Resolution of Stressed Assets" (as amended or modified or restated from time to time);*
- (E) Any financial creditors' initiates proceedings under Insolvency and Bankruptcy Code, 2016 against the Company;*
- (F) A petition for the reorganization, arrangement, adjustment, winding up or composition of debts of the Company is filed on the Company (voluntary or otherwise) or have been admitted or makes an assignment for the benefit of its creditors generally and such proceeding is not contested by the company for staying, quashing or dismissed within 15 (Fifteen) days; and*
- (G) enforcement of any security over any Assets of the Company or its Affiliate.*

Any other event occurs or proceeding instituted under any applicable Law that would have an effect analogous to any of the events listed in sub-Clauses (A) to (G) above.

(ii) An order is made or an effective resolution passed for the winding up or dissolution, judicial management or administration of the Company, or the Company ceases to carry on all of its business or operations, except for the purpose of and followed by a reconstruction, amalgamation, re-organization, merger or consolidation on terms approved by Special Resolution of Debenture Holders.

oved by Special Resolution of Debenture Holders.

(j) Cross Default

The Company (i) defaults in any payment of any Financial Indebtedness beyond the period of grace, if any, provided in the instrument or agreement under which such Financial Indebtedness was created; (ii) defaults in the observance or performance of any agreement or condition relating to any Financial Indebtedness which results into a default (as may be defined therein) which permits the holder or holders of such Financial Indebtedness to cause (determined without regard to whether any notice is required) any such Financial Indebtedness to become due prior to its stated maturity, however it is clarified that this provision shall not cover any voluntary pre-payment made by the Company

in accordance with the terms thereof; or (iii) any Financial Indebtedness of the Company shall be declared to be due and payable, or required to be prepaid other than by a regularly scheduled required prepayment, prior to the stated maturity thereof or (iv) default by the parent entity or any subsidiary or any associate entity of the Company in the observance or performance of any agreement or condition relating to any Financial Indebtedness or (v) any payment acceleration in any financing documents of the Company on breach of any other covenants by the Company.

(k) Creditors' Process

- i. All or a material part of the undertaking, Assets, rights or revenues of the Company are condemned, seized, nationalised, expropriated or compulsorily acquired, or shall have assumed custody or control of the business or operations of the Company, or shall have taken any action for the dissolution of the Company, or any action that would prevent the Company, their member, or their officers from carrying on their business or operations or a substantial part thereof, by or under the authority of any Government or any Government Authority.*
- ii. The Company does not inform the Debenture Trustee of one or more of the other creditors of the Company accelerating the payment obligations on the grounds of a material adverse change (howsoever described) or a material adverse effect (howsoever described) in the financial, operational or regulatory conditions governing the Company.*
- iii. The Company has voluntarily or involuntarily become the subject of proceedings under any bankruptcy or insolvency laws and such proceedings have been admitted by a competent court or the Company is voluntarily or involuntarily dissolved.*
- iv. The Company is adjudged insolvent or takes advantage of any law for the relief of insolvent debtors.*
- v. Any expropriation, attachment, garnishee, sequestration, distress or execution affects any Receivables constituting Hypothecated Assets or part thereof.*

(l) Judgments Defaults

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

(m) Transaction Documents

- (i) This Deed or any other Transaction Document in whole or in part, are terminated or cease to be effective or cease to be a legally valid, binding and enforceable obligation of the Company.*
- (ii) In the opinion of the Debenture Trustee, any of the Transaction Documents fails to provide the security interest, rights, title, remedies, power or privileges intended to be created thereby (including the priority intended to be created thereby), or such security interests do not have the priority contemplated under the Transaction Documents, or the security interest created thereunder become unlawful, invalid, or unenforceable.*

er the Transaction Documents, or the security interest created thereunder become unlawful, invalid, or unenforceable.

(n) Delisting

If the Debentures are listed and any Debenture is subsequently delisted from any exchange on which it is listed without the prior written consent of the Debenture Trustee.

(o) Unlawfulness

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

(p) **Repudiation**

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

(q) **Information Covenants**

*The failure to comply with any reasonably monitoring and/or servicing requests from Debenture Holders, including its monthly, quarterly, annual and event-based reporting requirements as required under the reporting covenants prescribed in **Schedule X** (Reporting Covenants).*

(r) **Government Intervention**

(i) *Any step is taken by Governmental Authority or agency or any other competent authority, with a view to the seizure, compulsory acquisition, expropriation or nationalisation of all or (in the opinion of the Debenture Trustee) a material part of the assets of the Company which is material to the Company;*

(ii) *Any Governmental Authority having assumed custody or control of the business or operations of the Company or having taken any action for the dissolution of the Company or any action that would prevent the Company or its officers from carrying on its business or operations thereof; or*

nt the Company or its officers from carrying on its business or operations thereof; or

(iii) *The Company's organizational or legal status, or any license or franchise is revoked or suspended by any Governmental Authority or authority after the Company has exhausted all remedies and appeals relating thereto.*

(s) **Cessation**

The Company ceases or threatens to cease to carry on the main business it is currently engaged in.

(t) **Alteration in Constitutional Documents**

The Company, without the previous consent in writing of the Debenture Trustee, makes or attempts to make any alteration in the provisions of its Constitutional Documents where (i) such change might in the opinion of the Debenture Trustee detrimentally affect the interests of the Debenture Holder(s) and (ii) the Company refuses or neglects to or is unable to rescind such alteration.

(u) **Non-compliance with judicial order**

The Company fails to comply with or fulfil any judicial order passed against it provided however that such order shall not include any order against which appeal is available or for which an appeal is pending.

(v) **Erosion of Net Worth**

The Debenture Holders' assessment from quarterly or annual financial reporting from the company, or at any time certified by an accountant of a firm or chartered accountant appointed by the Debenture Trustee (which the Debenture Trustee is entitled and hereby authorized to do so at any time), that the net worth (as defined in the Act) of the Company has eroded by 50% or more.

(w) **Merger**

Other than as may be permitted under this Deed, the rearrangement or consolidation or amalgamation with or merger with or into, or receiving of all or substantially all the assets or obligations of, another entity, or any action for reorganisation of capital without the prior written consent of the Debenture Trustee.

(x) **Sale, disposal**

Sale, transfer, or other disposition of all or substantially all of the Company's Assets other than in the normal course of business of the Company.

(y) **Third party**

A default or event of default occurs on account of a breach of representation or breach of an information covenant under the terms of any other agreement involving borrowed money or the extension of credit or any other Financial Indebtedness under which the Company may be obligated as a borrower or guarantor and pursuant to which the Company is called upon to and makes a prepayment to a third party without the prior written consent of the Debenture Holder. Such consent shall not be unreasonably delayed or withheld by the Debenture Holders.

ithheld by the Debenture Holders.

(z) **Management Control and change in Control**

Change in management Control, voting rights and board seats by Promoters.

(aa) **Wilful default**

Any Promoters or directors or key management personnel of the Company is/are declared as wilful defaulter by any competent authority or accused of, charged with, arrested or convicted a criminal offence involving moral turpitude, dishonesty or which otherwise impinges on the integrity of the promoter/s and/or director, including any accusations, charges and/or convictions of any offence relating to bribery.

(bb) **Failure to meet governance and data integrity standards**

Failure by the Company to meet standards with respect to management, governance, and data integrity, as may be required by the Debenture Trustee/Debenture Holders as per RBI regulations.

(cc) **Breach of Covenants**

- i. Any breach of financial covenants stipulated in **Schedule IX** (Financial Covenants).*
- ii. Any breach of reporting covenants stipulated in **Schedule X** (Reporting Covenants).*
- iii. Any breach of negative covenants mentioned in **Schedule VIII** (Negative Covenants), **Schedule VII** (Affirmative Covenants).*
- iv. A breach by the Company of any of its obligations and covenants provided in terms of this Deed or other Transaction Documents and such breach is not remedied (if capable of remedy).*
- v. A breach by the Company of any of its obligations and covenants provided in terms of this Deed or other Transaction Documents other than cure period as provided in the Transaction Documents.*

ROLES AND RESPONSIBILITIES OF TRUSTEE

In addition to the other powers conferred on the Debenture Trustee and provisions for their protection and not by way of limitation or derogation of anything contained in this Deed or of any statute limiting the liability of the Debenture Trustee, IT IS EXPRESSLY DECLARED as follows:

- (a) *the Debenture Trustee may, in relation to these presents, act on the opinion or advice of or any information obtained from any solicitor, counsel, advocate, valuer, surveyor, broker, auctioneer, qualified accountant or other expert whether obtained by the Company or by the Debenture Trustee or otherwise;*
- (b) *pert whether obtained by the Company or by the Debenture Trustee or otherwise;*
- (c) *the Debenture Trustee shall be the attorney of the Company and shall have the right to execute, sign and do any deeds, documents, assurances, acts and things in the name and on behalf of the Company, which shall in the opinion of the Debenture Trustee be necessary or expedient that the Company should execute, sign and do for the purpose of carrying out any of the trusts or obligations declared or imposed upon the Debenture Trustee;*
- (d) *e;*
- (e) *the Debenture Trustee is not permitted to release / exclude any part of the Hypothecated Assets temporarily or permanently from the security created / to be created for the Debentures except in accordance with a Special Resolution/Majority Resolution;*
- (f) *subject to the approval of the Debenture Holders by way of Special Resolution/Majority Resolution passed at a meeting of Debenture Holders held for determining the liability of the Debenture Trustee, the Debenture Trustee shall, as regards all trusts, powers, authorities and discretions, have absolute and uncontrolled discretion as to the exercise thereof and to the mode and time of exercise thereof and in the absence of any fraud, gross negligence, willful misconduct or breach of trust shall not be responsible for any loss, costs, charges, expenses or inconvenience that may result from the exercise or non-exercise thereof and in particular they shall not be bound to act at the request or direction of the Debenture Holders under any provisions of these presents unless sufficient monies shall have been provided or provision to the satisfaction of the Debenture Trustee made for providing the same and the Debenture Trustee are indemnified to their satisfaction against all further costs, charges, expenses and liability which may be incurred in complying with such request or direction;*
- (g) *e Trustee made for providing the same and the Debenture Trustee are indemnified to their satisfaction against all further costs, charges, expenses and liability which may be incurred in complying with such request or direction;*
- (h) *with a view to facilitating any dealing under any provisions of these presents the Debenture Trustee shall have full power to consent (where such consent is required) to a specified transaction or class of transactions conditionally;*
- (i) *the Debenture Trustee shall not be responsible for the monies paid by Applicants for the Debentures;*
- (j) *without prejudice to the rights to indemnity by Law given to the Debenture Trustee, the Debenture Trustee and every receiver, attorney, manager, agent or other person appointed by them shall, subject to the provisions of the Act, be entitled to be indemnified by the Company in respect of all liabilities and expenses incurred by them or him in the execution or purported execution of the powers and trusts thereof and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted and the Debenture Trustee may retain and pay out of any monies in their hands the amount of any liabilities and expenses necessary to effect such indemnity and also remuneration of the Debenture Trustee as herein provided or otherwise howsoever arising out of or in connection with these presents or the issue of the Debentures;*
- (k) *done or omitted and the Debenture Trustee may retain and pay out of any monies in their hands the amount of any liabilities and expenses necessary to effect such indemnity and also remuneration of the Debenture Trustee as herein provided or otherwise howsoever arising out of or in connection with these presents or the issue of the Debentures;*
- (l) *the Debenture Trustee shall have full power to determine all questions and doubts arising in relation to any of the provisions hereof and every such determination bonafide made (whether or not the same shall relate wholly or partially to the acts or proceedings of the Debenture Trustee) in the absence of any fraud, gross negligence, willful misconduct or breach of trust, shall be conclusive and binding upon all persons interested hereunder;*

- (m) *afide made (whether or not the same shall relate wholly or partially to the acts or proceedings of the Debenture Trustee) in the absence of any fraud, gross negligence, willful misconduct or breach of trust, shall be conclusive and binding upon all persons interested hereunder;*
- (n) *or partially to the acts or proceedings of the Debenture Trustee) in the absence of any fraud, gross negligence, willful misconduct or breach of trust, shall be conclusive and binding upon all persons interested hereunder;*
- (o) *subject to the approval of the Debenture Holders by way of Special Resolution/Majority Resolution passed at a meeting of Debenture Holders held for determining the liability of the Debenture Trustee, the Debenture Trustee, except for any fraud, gross negligence, willful misconduct or breach of trust, shall not be liable for any default, omission or delay in performing or exercising any of the powers or trusts herein expressed or contained or any of them or in enforcing the covenants herein contained or any of them or in giving notice to any person or persons of the execution hereof or in taking any other steps which may be necessary, expedient or desirable or for any loss or injury which may be occasioned by reason thereof unless the Debenture Trustee shall have been previously requested by notice in writing to perform, exercise or do any of such steps as aforesaid given in writing by the Special Majority Debenture Holder(s)/Majority Debenture Holders or by a Special Resolution/Majority Resolution duly passed at a meeting of the Debenture Holders and the Debenture Trustee shall not be bound to perform, exercise or do any such acts, powers or things or to take any such steps unless and until sufficient moneys shall have been provided or provision to the satisfaction of the Debenture Trustee made for providing the same by or on behalf of the Debenture Holders or some of them in order to provide for any costs, charges and expenses which the Debenture Trustee may incur or may have to pay in connection with the same and the Debenture Trustee are indemnified to their satisfaction against all further costs, charges, expenses and liabilities which may be incurred in complying with such request;*
- (p) *nnection with the same and the Debenture Trustee are indemnified to their satisfaction against all further costs, charges, expenses and liabilities which may be incurred in complying with such request;*
- (q) *ith the same and the Debenture Trustee are indemnified to their satisfaction against all further costs, charges, expenses and liabilities which may be incurred in complying with such request;*
- (r) *notwithstanding any contained to the contrary in this Deed, the Debenture Trustee shall before taking any action on behalf of the Debenture Holders or providing any consent on behalf of the Debenture Holders, obtain the written consent of the Majority Debenture Holders;*
- (s) *the Debenture Trustee shall forward to the Debenture Holders copies of any information, documents from the Company pursuant to this Deed within 2 (two) Business Days of receiving the same from the Company; and*
- (t) *The Debenture Trustee shall take all reasonable steps to realise the monies due to the Trust.*
- (u) *The Debenture Trustee shall have the right to rely on notices, communications, advertisement, website information of the Company and any other related party with respect to issue etc.*

PROVIDED THAT nothing contained in this Clause shall exempt the Debenture Trustee or any receiver, attorney, manager, agent or other person appointed by the Debenture Trustee from or indemnify them against any liability for breach of trust nor any liability which by virtue of any rule or Law would otherwise attach to them in respect of any negligence, default or breach of trust which they may be guilty of in relation to their duties hereunder.

******All schedules and annexures stated herein refers to schedules stated in the Debenture Trust Deed.***

ANNEXURE J: ISSUER'S UNDERTAKING

(as enclosed separately)

ANNEXURE K: CONSENT LETTER OF REGISTRAR TO THE ISSUE



Date :20/06/2024

Samunnati Financial Intermediation & Services Private Limited
Baid Hitech Park
129-B, 8th Floor, ECR, Thiruvanniyur
Chennai-600 041

Dear Sir/Madam,

Sub: Registrar for Proposed Issue of 2000 Senior, secured, rated, listed, redeemable, taxable, transferrable non-convertible debentures of face value of INR 1,00,000 (Indian Rupees One Lakh only) each for an amount of INR 20,00,00,00 (Indian Rupees Twenty Crores only), on a private placement basis.

We, the undersigned, do hereby consent to act as the Registrar to the above said issue and provide our consent for our name to be inserted as the Registrar to the Issue in the Information Memorandum. The following information in relation to us may be disclosed in the Information Memorandum / Issue Documents:

Name	: Integrated Registry Management Services Private Limited
Address	: 2 nd Floor, "Kences Towers", No. 1 Ramakrishna Street, North Usman Road, T Nagar, Chennai-600 017
Contact Person	: S Yuvaraj
Designation	: General Manager
Telephone number	: 044 - 28140801 to 28140803
Fax number	: 044-28142479
E-mail ID	: yuvraj@integratedindia.in
Website	: www.integratedindia.in
SEBI Registration Number	: INR000000544
Investor Grievance e-mail	: corpserv@integratedindia.in
CIN	: U74900TN2015PTC101466

We confirm that we are registered with SEBI as Registrars to an issue and Share Transfer Agent in Category I and as on date our registration is valid.

We also confirm that as on date, we have not been prohibited by SEBI from acting as an intermediary in capital market issues.

We further confirm that we have not been debarred or prohibited from functioning as an intermediary by SEBI, any other regulatory authority, court or tribunal.

A copy of our registration certificate regarding our registration with the SEBI in the required format is enclosed as Annexure A.

Yours faithfully,

for **Integrated Registry Management Services Private Limited**

 

S Yuvaraj
General Manager

Integrated Registry Management Services Private Limited
2nd Floor, "Kences Towers", No. 1 Ramakrishna Street, North Usman Road, T Nagar, Chennai - 600 017
Phone : 044-28140801 - 03 Fax : 044-28142479 E-mail: corpserv@integratedindia.in website : www.integratedindia.in
Regd. Office : 2nd Floor "Kences Towers", No. 1 Ramakrishna Street, North Usman Road, T Nagar, Chennai - 600 017
CIN : U74900TN2015PTC101466



ANNEXURE L: LAST AUDITED FINANCIAL STATEMENTS

<https://samunnati.com/wp-content/uploads/2024/05/2024-05-28-Intimation-to-SE-Annual-Financial-Results.pdf>