



KEY INFORMATION DOCUMENT
360 ONE PRIME LIMITED
(FORMERLY KNOWN AS IIFL WEALTH PRIME LIMITED)



CIN: U65990MH1994PLC080646
PAN No.: AABBC3347E
Date of Incorporation: August 31, 1994
Place of Incorporation: Mumbai
RBI Registration No.: B-13.00361
IRDA Registration No.: CA 0466
Registered Office & Corporate Office:
 360 ONE Centre, Kamala City, Lower Parel,
 Mumbai 400 013, Maharashtra, India.
Tel.: +91 22 4876 5600
Fax: +91 22 4875 5606
Website: <https://www.360.one/wealth-management/prime/>
Email: nbfc-compliance@360.one

Company Secretary & Compliance Officer
Name: Amit Bhandari
Contact No: 022 4876 5712
Email id: nbfc-compliance@360.one

Chief Financial Officer
Name: Sanjay Wadhwa
Contact No: 022 4876 5468
Email id: nbfc.finance@360.one

<p><u>Trustee</u></p>  <p>Beacon Trusteeship Limited 4C, Siddhivinayak Chambers, Gandhi Nagar, Opp. MIG Cricket Club, Bandra (E), Mumbai (MH)- 400 051 Contact person: Deepavali Vankalu Telephone: +91 22 26558759 E-mail: info@beacontrustee.co.in Website: www.beacontrustee.co.in</p>	<p><u>Statutory auditor</u> Singhi & Co. Chartered Accountants M/s. Singhi & Co., Chartered Accountants B2 – 402B, Marathon Innova, 4th Floor, Off Ganpatrao Kadar Marg, Opp. Peninsula Corporate Park, Lower Parel, Mumbai - 400013. India Contact Person: Ms. Shweta Singhal Telephone: +91 (0) 22 – 6662 5537/38 E-mail : mumbai@singhico.com Website : www.singhico.com</p>
<p><u>Credit Rating Agency</u></p>  <p>ICRA Limited 3rd Floor, Electric Mansion Appasaheb Marathe Marg, Prabhadevi. Mumbai- 400025 Contact Person: Jui J. Kulkarni Tel: 022- 61143427 Email: jui.kulkarni@icraindia.com Website: www.icra.com</p>	<p><u>Registrar</u></p>  <p>Link Intime India Private Limited C 101, 247 Park, L B S Marg, Vikhroli West, Mumbai 400 083 Tel No: +91 22 49186000 Fax: +91 22 49186060 E-mail : mumbai@linkintime.co.in Website: www.linkintime.co.in</p>
<p><u>Lead Managers</u> - Not applicable</p>	

Date: May 09, 2024

Key Information Document issued in conformity with the Securities Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 issued vide circular number SEBI/LAD-NRO/GN/2021/39 dated August 09, 2021, as amended from time to time, the Master Circular issued by Securities Exchange Board of India vide circular number SEBI/HO/DDHS/PoD1/P/CIR/2023/119 dated August 10, 2021, as amended from time to time, and the Securities and Exchange Board of India (Listing Obligations And Disclosure Requirements) Regulations, 2015, as amended from time to time.

THE ISSUE OF PRIVATE PLACEMENT OF 20,000 SECURED, RATED, LISTED, REDEEMABLE, NON-CONVERTIBLE DEBENTURES, HAVING FACE VALUE OF Rs. 1,00,000/- AGGREGATING UP TO ₹ 200 CRORE BASE ISSUE SIZE ("BASE ISSUE SIZE"), AS SET OUT IN THIS KEY INFORMATION DOCUMENT (6th TRANCHE) WHICH SHOULD BE READ TOGETHER WITH THE SHELF INFORMATION MEMORANDUM FEBRUARY 27, 2024 (COLLECTIVELY, THE "OFFER DOCUMENTS"). THE SAID ISSUANCE DOES NOT FORM PART OF NON-EQUITY REGULATORY CAPITAL MENTIONED UNDER CHAPTER V OF SEBI (ISSUE AND LISTING OF NON-CONVERTIBLE SECURITIES) REGULATIONS, 2021.

1. **Credit Rating:** “[ICRA]AA” (pronounced as ICRA Double A) rating with a Stable outlook " rating has been assigned by ICRA Limited vide letter having reference dated May 29, 2024 for Rs. 1500 crore Non-convertible debentures programme of our company.

2. ISSUE DETAILS:

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

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

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

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

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

Underwriter: N.A.

Amount to be undertaken by underwriter: N.A.

EBP mechanism: Yes

Bid Book type: Open

Allocation manner: Uniform yield

Anchor Mechanism: Yes

3. **Listing:** The Secured, Rated, Listed, Redeemable, Non-Convertible Debentures will be listed on the BSE Limited (“BSE”).

Company is in compliance with the applicable EBP Guidelines and required details are disclosed in this Documents under various head.

4. DISCLAIMER CLAUSES:

Issuer’s Absolute Responsibility:

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

DISCLAIMER IN RESPECT OF SECURITIES AND EXCHANGE BOARD OF INDIA (SEBI):

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

DISCLAIMER IN RESPECT OF JURISDICTION:

THE PRIVATE PLACEMENT OF DEBENTURE IS MADE IN INDIA TO COMPANIES, CORPORATE BODIES, TRUSTS REGISTERED UNDER THE INDIAN TRUSTS ACT, 1882, SOCIETIES REGISTERED UNDER THE SOCIETIES REGISTRATION ACT, 1860 OR ANY OTHER APPLICABLE LAWS, PROVIDED THAT SUCH TRUST/ SOCIETY IS AUTHORISED UNDER CONSTITUTION/ RULES/ BYE LAWS TO HOLD DEBENTURE IN A COMPANY, INDIAN MUTUAL FUNDS REGISTERED WITH SEBI, INDIAN FINANCIAL INSTITUTIONS, INSURANCE COMPANIES, COMMERCIAL BANKS INCLUDING REGIONAL RURAL BANKS AND

COOPERATIVE BANKS, PROVIDENT, PENSION, GRATUITY, SUPERANNUATION FUNDS AS DEFINED UNDER INDIAN LAWS. THE INFORMATION MEMORANDUM DOES NOT, HOWEVER, CONSTITUTE AN OFFER TO SELL OR AN INVITATION TO SUBSCRIBE TO SECURITIES OFFERED HEREBY IN ANY OTHER JURISDICTION TO ANY PERSON TO WHOM IT IS UNLAWFUL TO MAKE AN OFFER OR INVITATION IN SUCH JURISDICTION. ANY PERSON INTO WHOSE POSSESSION THIS INFORMATION MEMORANDUM COMES IS REQUIRED TO INFORM HIM ABOUT AND TO OBSERVE ANY SUCH RESTRICTIONS. ANY DISPUTES ARISING OUT OF THIS ISSUE WILL BE SUBJECT TO THE EXCLUSIVE JURISDICTION OF THE COURTS AT MUMBAI. ALL INFORMATION CONSIDERED ADEQUATE AND RELEVANT ABOUT THE ISSUER HAS BEEN MADE AVAILABLE IN THIS INFORMATION MEMORANDUM FOR THE USE AND PERUSAL OF THE POTENTIAL INVESTORS AND NO SELECTIVE OR ADDITIONAL INFORMATION WOULD BE AVAILABLE FOR A SECTION OF INVESTORS IN ANY MANNER WHATSOEVER.

DISCLAIMER OF THE STOCK EXCHANGE:

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

DISCLAIMER OF THE RATING AGENCIES:

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

DISCLAIMER BY THE RESERVE BANK OF INDIA (RBI):

The company is having a valid certificate of registration dated march 18, 1998 bearing registration no. B-13.00361 issued by the Reserve Bank of India under section 45 IA of the reserve bank of India act, 1934. However, RBI does not accept any responsibility or guarantee about the present position as to the financial soundness of the company or for the correctness of any of the statements or representations made or opinions expressed by the company and for repayment of deposits/ discharge of liability by the company.

DISCLAIMER BY INSURANCE REGULATORY AND DEVELOPMENT AUTHORITY OF INDIA (IRDAI):

THIS ISSUE DOCUMENTS IS NOT REQUIRED TO BE FILED WITH IRDAI. IRDAI DOES NOT TAKE ANY RESPONSIBILITY EITHER FOR THE FINANCIAL SOUNDNESS OF ANY SCHEME OR THE PROJECT FOR WHICH THE ISSUE IS PROPOSED TO BE MADE OR FOR THE CORRECTNESS OF THE STATEMENTS MADE OR OPINIONS EXPRESSED IN THE ISSUE DOCUMENT

5. EXPENSES OF THE ISSUE

The expenses for this Issue include, *inter alia*, fees payable to debenture trustees, the Registrar to the Issue, legal fees, if any, ~~advertisement expenses~~, listing fees, Corporate Action and any other expense directly related to the Issue. The Issue expenses and listing fees will be paid by our Company.

Sr. No	Particulars	Amount (in Rs.)	As a percentage of the Issue proceeds (in %)	As a percentage of the total expenses of the Issue (in %)
1.	Lead manager(s) fees	Not applicable	Not applicable	Not applicable
2.	Underwriting commission	Not applicable	Not applicable	Not applicable
3.	Brokerage, selling commission and upload fees	Not applicable	Not applicable	Not applicable
4.	Fees payable to the R&T Agent	Link Intime Professional fees Rs. 1500 per ISIN	-	-
5.	Fees payable to the legal advisors	Not applicable	Not applicable	Not applicable
6.	Advertising and marketing expenses	Not applicable	Not applicable	Not applicable
7.	Fees payable to the regulators including stock exchanges	BSE Annual listing fees – Rs. 25,44,080/- is paid. EBP Fees to be determined post completion of e bidding process based on amount mobilized.	-	-
8.	Expenses incurred on printing and distribution of issue stationary	Not applicable	Not applicable	Not applicable
9.	Any other fees, commission or payments under whatever nomenclature.	1.NSDL and CDSL Annual custody fees Rs75000/- respectively 2.CA Fees for NSDL – Rs. 1475 per ISIN & CDSL- Rs.1180 3.Stamp Duty – NDSL & CDSL – 0.005% on Issue Size	-	-
	TOTAL	-	-	100%

6. FINANCIAL INFORMATION

Key operational and Financial parameters on standalone basis:

Particulars	As at and for the year ended		
	March 31, 2024 (Reported)	March 31, 2023 (Reported)	March 31, 2022 (Restated)
BALANCE SHEET			
Assets			
Property, Plant and Equipment	7.14	0.75	0.56
Financial Assets	8,089.39	7,675.16	6,750.55
Non-financial Assets excluding property, plant and equipment	36.26	43.79	44.72
Total Assets	8,132.79	7,719.70	6,795.83

Liabilities			
Financial Liabilities			
-Derivative financial instruments	159.91	91.45	140.57
-Trade Payables	25.67	9.54	8.95
-Debt Securities	5,263.55	5,313.76	4,800.81
-Borrowings (other than Debt Securities)	1,081.61	601.48	100.05
-Subordinated liabilities	151.48	155.64	395.65
-Other financial liabilities (includes lease liabilities)	7.50	115.64	29.13
Non - Financial Liabilities			
-Current tax liabilities (net)	-	29.85	16.59
-Provisions	1.88	1.14	1.04
-Deferred tax liabilities (net)	-	2.15	29.45
-Other non - financial liabilities	2.06	2.14	1.06
Equity (Equity Share capital and Other Equity)	1,439.13	1,396.91	1,272.53
Total Equity and Liabilities	8,132.79	7,719.70	6,795.83
PROFIT AND LOSS			
Revenue from operations	894.10	673.66	754.57
Other Income	3.11	-	0.01
Total Income	897.21	673.66	754.58
Total Expenses	558.07	381.15	392.21
Net Profit after tax	273.63	234.52	282.80
Other Comprehensive income	(0.15)	(0.15)	(0.01)
Total Comprehensive Income	273.48	234.37	282.79
Earnings per equity share (Basic)	8.96	7.68	9.26
Earnings per equity share (Diluted)	8.96	7.68	9.26
CASH FLOW			
Net cash from / used in (-) operating activities	(1,401.79)	(1,135.38)	4.69
Net cash from / used in (-) investing activities	1,244.37	178.68	20.78
Net cash from / used in (-) financing activities	163.97	947.48	172.62
Net increase / decrease (-) in cash and cash equivalents	6.55	(9.22)	198.09
Cash and cash equivalents as per Cash Flow Statement as at end of period/ year	321.22	314.67	323.89
ADDITIONAL INFORMATION			
Net worth ⁽¹⁾	1,434.15	1,394.18	1,271.47
Cash and cash equivalents	321.22	314.67	323.89
Loans	6,366.75	4,908.65	3,916.24
Loans (Principal Amount)	6,268.99	4,836.97	3,862.30
Total Debts to Total Assets ⁽²⁾	0.82	0.80	0.80
Interest Income	700.13	509.30	507.03
Interest Expense (Finance Cost)	490.08	344.24	355.47
Impairment on Financial Instruments	3.38	(1.25)	(14.43)
Bad Debts to Loans	-	-	0.00

% Gross Stage 3 Loans on Loans (Principal Amount)	0.00%	0.00%	0.00%
% Net Stage 3 Loans on Loans (Principal Amount)	0.00%	0.00%	0.00%
Tier I Capital Adequacy Ratio (%)	20.93%	19.52%	23.18%
Tier II Capital Adequacy Ratio (%)	0.30%	0.26%	0.43%

Notes:

1. Net worth: Total Equity (-) Capital redemption Reserves (-) Impairment Reserves (-) Deferred expenditure.
2. Total debts to total assets is calculated as sum of Debt securities (Including Derivative financial instruments), borrowings (other than debt securities) and Subordinated liabilities divided by total assets.

7. Details of any other contingent liabilities of the issuer, based on the latest audited financial statements including amount and nature of liability:

As of March 31, 2024 we had the following contingent liabilities (as determined in accordance with IND AS-37) which have not been provided for:

Sr. No.	Particulars	Nature of Liability	Amount as on March 31, 2024
1.	Income tax demand	Income tax	21.11

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

9. Details of directors' remuneration, and such particulars of the nature and extent of their interests in the issuer (during the current year and preceding three financial years):

(i) Remuneration payable or paid to a director by the issuer:

The following table sets forth all compensation paid by our Company to the Whole-time Director and CEO during the current year and Fiscals 2023, 2022 and 2021:

(₹ in crore)

Name of Director	For Fiscal 2024	For Fiscal 2023	For Fiscal 2022
Himanshu Jain (WTD & CEO)	4.01	3.27	2.98
Yatin Shah (WTD)	7.59	8.33	6.48

The following table sets forth all compensation paid by our Company to the Independent Directors during the current year and Fiscals 2023, 2022 and 2021:

Name of Director	For Fiscal 2024		For Fiscal 2023		For Fiscal 2022	
	Commission	Sitting Fees	Commission	Sitting Fees	Commission	Sitting Fees
Subbaraman Narayan	-	7,00,000	6,25,000	11,20,000	5,50,000	12,30,000
Rekha Gopal Warriar	-	8,75,000	9,40,000	11,10,000	8,25,000	15,55,000
Revathy Ashok	-	1,75,000	NA	NA	NA	NA

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

None of our Directors' relatives have been appointed to an office or place of profit of our Company, its subsidiaries and associates.

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

A. in the promotion of the issuer company; or

No Directors of our Company are interested in the promotion of the Company.

All the Directors of our Company, including our Independent Directors, may be deemed to be interested to the extent of fees, if any, payable to them for attending meetings of the Board or a Committee thereof as well as to the extent of other remuneration and reimbursement of expenses payable to them, if any. All the Independent Directors of our Company are entitled to sitting fees for attending every meeting of the Board or a Committee thereof. Whole-time Directors are interested to the extent of remuneration paid for services rendered / ESOP granted, if any, reimbursement of expenses payable to them as an officer or employee of our Company.

All the Directors of our Company, including Independent Directors, may also be deemed to be interested to the extent of Equity Shares, if any, held by them or by companies, firms and trusts in which they are interested as directors, partners, members or trustees and also to the extent of any dividend payable to them and other distributions in respect of the said Equity Shares.

The Directors may be deemed to be interested in the contracts, agreements/arrangements entered into or to be entered into by our Company with any company in which they hold directorships or any partnership firm in which they are partners as declared in their respective declarations.

Some of our Directors may be deemed to be interested to the extent of consideration received/paid or any loans or advances provided to any body-corporate, including companies, firms, and trusts, in which they are interested as directors, members, partners or trustees.

None of our directors are interested in other ventures involved in activities similar to our Company.

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

Our directors have no interest in any immovable property acquired or proposed to be acquired by our Company in the preceding two years of filing this Shelf Prospectus with BSE nor do they have any interest in any transaction regarding the acquisition of land, construction of buildings and supply of machinery, etc. with respect to our Company.

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

None of our Directors are interested in their capacity as a member of any firm or company and no sums have been paid or are proposed to be paid to any Director or to such firm of company in which he is interested, by any person, in cash or shares or otherwise, either to

induce them to become, or to help them qualify as a director, or otherwise for services rendered by him or by such firm or company, in connection with the promotion or formation of our Company.

D. Contribution being made by the directors as part of the offer or separately in furtherance of such objects:

There is no contribution being made or intended to be made by the Directors as part of the Issue or separately in furtherance of the Objects of the Issue.

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.

Our directors, promoters, key managerial personnel has no financial or other material interest in the Issue and no benefit / interest will accrue to our Directors out of the objects of the Issue.

10. Disclosure of latest ALM statement to stock exchange:

Latest ALM statement as submitted to stock exchange is enclosed as Annexure B

11. OBJECT OF THE LOAN ENTITLED TO A GROUP COMPANY:

No part of the proceeds from the Issue will be paid by us as consideration to our Promoter, the Directors, Key Managerial Personnel, Senior Management Personnel or companies promoted by our Promoter except in ordinary course of business.

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

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

- ***Directors or promoters or key managerial personnel are not interested in the Issue.***

- ii. Details of any litigation or legal action pending or taken by any Ministry or Department of the Government or a statutory authority against any promoter of the offeree company during the last three years immediately preceding the year of the circulation of the offer letter and any direction issued by such Ministry or Department or statutory authority upon conclusion of such litigation or legal action shall be disclosed.

- ***As on the date of this Disclosure document no such litigation or legal action is pending or taken by any Ministry or Department of the Government or a statutory authority against the promoter of the offeree company.***

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

provided.

- ***Please refer financial statement -Annexure C for details.***

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

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

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

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

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

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

13. DISCLOSURES PERTAINING TO WILLFUL DEFAULTER

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

Project details: gestation period of the project; extent of progress made in the project; deadlines for completion of the project; the summary of the project appraisal report (if any), schedule of implementation of the project; - **Not Applicable**

14. Other Disclosures:

(a) If the proceeds, or any part of the proceeds, of the issue of the debt securities/non-convertible redeemable preference shares are or is to be applied directly or indirectly: - **Not Applicable**

(i) in the purchase of any business; or

(ii) in the purchase of an interest in any business and by reason of that purchase, or anything to be done in consequence thereof, or in connection therewith, the company shall become entitled to an interest in either the capital or profits and losses or both, in such business exceeding fifty per cent. thereof, a report made by a chartered accountant (who shall be named in the issue document) upon

—

A. the profits or losses of the business for each of the three financial years immediately preceding the date of the issue of the issue document; and

B. the assets and liabilities of the business as on the latest date to which the accounts of the business were made up, being a date not more than one hundred and twenty days before the date of the issue of the issue document.

(b) In purchase or acquisition of any immoveable property including indirect acquisition of immoveable property for which advances have been paid to third parties, disclosures regarding: - **Not Applicable**

(i) the names, addresses, descriptions and occupations of the vendors; : - **Not Applicable**

(ii) the amount paid or payable in cash, to the vendor and where there is more than one vendor, or the company is a sub-purchaser, the amount so paid or payable to each vendor, specifying separately the amount, if any, paid or payable for goodwill; - : - **Not Applicable**

(iii) the nature of the title or interest in such property proposed to be acquired by the company; and : **Not Applicable**

(iv) the particulars of every transaction relating to the property completed within the two preceding years, in which any vendor of the property or any person who is or was at the time of the transaction, a promoter or a director or proposed director of the company, had any interest, direct or indirect, specifying the date of the transaction and the name of such promoter, director or proposed director and stating the amount payable by or to such vendor, promoter, director or proposed director in respect of the transaction: **Not Applicable**

Provided that if the number of vendors is more than five, then the disclosures as required above shall be on an aggregated basis, specifying the immoveable property being acquired on a contiguous basis with mention of the location/total area and the number of vendors from whom it is being acquired and the aggregate value being paid. Details of minimum amount, the maximum amount and the average amount paid/ payable should also be disclosed for each immovable property: **Not Applicable**

(c) If:

(i) the proceeds, or any part of the proceeds, of the issue of the debt securities/non-convertible redeemable preference shares are or are to be applied directly or indirectly and in any manner resulting in the acquisition by the company of shares in any other body corporate; and : **Not Applicable**

(ii) by reason of that acquisition or anything to be done in consequence thereof or in connection therewith, that body corporate shall become a subsidiary of the company, a report shall be made by a Chartered Accountant (who shall be named in the issue document) upon –

A. the profits or losses of the other body corporate for each of the three financial years immediately preceding the issue of the issue document; and

B. the assets and liabilities of the other body corporate as on the latest date to which its accounts were made up. : **Not Applicable**

(d) The said report shall:

(i) indicate how the profits or losses of the other body corporate dealt with by the report would, in respect of the shares to be acquired, have concerned members of the issuer company and what allowance would have been required to be made, in relation to assets and liabilities so dealt with for the holders of the balance shares, if the issuer company had at all material times held the shares proposed to be acquired; and

(ii) where the other body corporate has subsidiaries, deal with the profits or losses and the assets and liabilities of the body corporate and its subsidiaries in the manner as provided in paragraph (c) (ii) above. : **Not Applicable**

(e) The broad lending and borrowing policy including summary of the key terms and conditions of the term loans such as re-scheduling, prepayment, penalty, default; and where such lending or borrowing is between the issuer and its subsidiaries or associates, matters relating to terms and conditions of the term loans including re-scheduling, prepayment, penalty, default shall be disclosed. : **Not Applicable**

(f) The aggregate number of securities of the issuer company and its subsidiary companies purchased or sold by the promoter group, and by the directors of the company which is a promoter of the issuer company, and by the directors of the issuer company and their relatives, within six months immediately preceding the date of filing the issue document with the Registrar of Companies, shall be disclosed. : **Not Applicable**

(g) The matters relating to:

15. Consent of Directors:

Sr. No	Consent	Reference
1.	Consent of Directors with respect to approving the issue and offer of Non-Convertible Debentures on Private Placement basis aggregating upto Rs. 5,000 crore during the Financial Year 2024-25	Annexure G1
2.	Consent of Members of Resource Raising Committee for Approving Offer of Secured, Rated, Listed, Redeemable, Non-Convertible Debentures on private placement basis	Annexure G2

16. Material contracts; -

1. Registrar Agreement executed between our Company and the Registrar to the Issue.
2. Debenture Trustee Agreement executed between our Company and the Debenture Trustee.
3. Agreed form of Debenture Trust Deed executed / to be executed between our Company and the Debenture Trustee.
4. Tripartite agreement dated February 6, 2016 among our Company, the Registrar to the Issue and CDSL.
5. Tripartite agreement dated February 4, 2016 among our Company, the Registrar to the Issue and NSDL.

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

documents will be available for inspection without charge, during 11.00 a.m. to 1.00 p.m. on all working days other than Saturdays.

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

Sr NO	Annual Report for F.Y.	Page no.
1	F.Y. 2022-23	
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3	F.Y. 2020-21	

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

Nil

20. The details of:

- any inquiry, inspections or investigations initiated or conducted under the securities laws or Companies Act, 2013 (18 of 2013) or any previous companies law;
- prosecutions filed, if any (whether pending or not); and
- 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.

Nil

21. 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.

Nil

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

23. Details of Borrowings:

Details of borrowings of the Company as on March 31, 2024: -

(i)Details of Secured Loan Facilities as on March 31, 2024: -

Lenders Name	Type of facility	Amount Sanctioned (In Rs.)	Principal Amount Outstanding (In Rs.)	Repayment Date/Schedule	Security
HDFC Bank	WCDL/C C	4,00,00,00,000	3,50,00,00,000	14/06/2024 and 22/06/2024 and 23/09/2024 and 20/12/2024	Pari- passu charge on receivables with cover of minimum 1.15x. Corporate Guarantee from 360 ONE WAM LTD.
ICICI Bank	Short Term Loan	2,00,00,00,000	1,00,00,00,000	01-May-23	First ranking Pari Passu charge on standard receivables of the Borrower. Minimum security cover of 1.20 times on the outstanding amount

					of the Facility to be maintained at all times during the tenor of the Facility. Corporate Guarantee from 360 ONE WAM LTD.
State Bank of India	Term Loan	4,00,00,00,000	2,35,00,00,000	28-06-2024 , 30-09-2024 , 31-12-2024 , 31-03-2025 , 30-06-2025 , 30-09-2025 , 31-12-2025 , 31-03-2026 , 30-06-2026 , 30-09-2026 , 31-12-2026 , 31-03-2027 , 30-06-2027 , 30-09-2027, 29-10-2027	First pari passu charge by way of hypothecation on all receivables and loan assets pertaining to non-capital segment of the company shared among working capital lender/Term lenders. Minimum security cover of 1.25 times on the outstanding amount of the Facility to be maintained at all times during the tenor of the Facility. Corporate Guarantee by 360 ONE WAM LIMITED.
Karnataka Bank	Term Loan	50,00,00,000	41,50,00,000	05-06-2024 , 05-09-2024 , 05-12-2024 , 05-03-2025 , 05-06-2025 , 05-09-2025 , 05-12-2025 , 05-03-2026 , 05-06-2026 , 05-09-2026	Pari-passu First charge by way of hypothecation of loan receivables present & future of the Company (Standard Assets excluding capital market exposure & receivables on loans against debt securities) with minimum security coverage of 1.15 times of the outstanding balance at all times. Corporate Guarantee from 360 ONE WAM LTD.

(ii) Details of Unsecured Loan Facilities as on March 31, 2024: -

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

(iii) Details of Secured Non-Convertible Debentures as of March 31, 2024:

ISIN	Debenture Series	Tenor / Period of Maturity	Coupon	Total	Issue Date	Repayment Date	Credit Rating	Secured/ Unsecured	Rating Agency
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		(Days)							
INE248U07CT8	IIFLWF-INCS -01-MLD-2030	3651	Linked to Performance of Nifty	4,10,00,000	31-Mar-20	29-Mar-30	AA	Secured	CRISIL
INE248U07DA6	IIFLWPL-7%-2024	1092	Linked to G-sec	15,16,00,000	20-May-21	15-May-24	AA	Secured	ICRA
INE248U07DA6	IIFLWPL-7%-2024	1080	Linked to G-sec	11,25,00,000	01-Jun-21	15-May-24	AA	Secured	ICRA
INE248U07DA6	IIFLWPL-7%-2024	1079	Linked to G-sec	24,50,00,000	02-Jun-21	15-May-24	AA	Secured	ICRA
INE248U07DA6	IIFLWPL-7%-2024	1064	Linked to G-sec	9,79,00,000	17-Jun-21	15-May-24	AA	Secured	ICRA
INE248U07DA6	IIFLWPL-7%-2024	1051	Linked to G-sec	2,94,00,000	30-Jun-21	15-May-24	AA	Secured	ICRA
INE248U07DA6	IIFLWPL-7%-2024	1045	Linked to G-sec	4,13,00,000	06-Jul-21	15-May-24	AA	Secured	ICRA
INE248U07DC2	IIFLWPL-IFRS-03-2024	1078	Linked to G-sec	46,25,00,000	29-Apr-21	10-Apr-24	AA	Secured	ICRA
INE248U07DG3	IIFLWPL-7.25%-01JAN2025	925	Linked to G-sec	7,80,00,000	22-Jun-22	01-Jan-25	AA	Secured	CRISIL
INE248U07DG3	IIFLWPL-7.25%-01JAN2025	819	Linked to G-sec	12,30,00,000	06-Oct-22	01-Jan-25	AA	Secured	CRISIL
INE248U07DI9	IIFL Debt Plus Series - I	3502	Linked to G-sec	1,21,20,00,000	26-Apr-22	26-Nov-31	AA	Secured	CRISIL
INE248U07DJ7	INES -04	829	Linked to G-sec	69,50,00,000	07-Jun-22	12-Sep-24	AA	Secured	CRISIL
INE248U07DJ7	INES -04	819	Linked to G-sec	47,20,00,000	17-Jun-22	12-Sep-24	AA	Secured	CRISIL
INE248U07DJ7	INES -04	807	Linked to G-sec	42,20,00,000	29-Jun-22	12-Sep-24	AA	Secured	CRISIL
INE248U07DL3	IIFLWPL-7.75%-31JUL2024	756	Linked to G-sec	6,50,00,000	07-Jul-22	31-Jul-24	AA	Secured	ICRA
INE248U07DL3	IIFLWPL-7.75%-31JUL2024	749	Linked to G-sec	38,00,00,000	14-Jul-22	31-Jul-24	AA	Secured	ICRA
INE248U07DL3	IIFLWPL-7.75%-31JUL2024	742	Linked to G-sec	13,00,00,000	21-Jul-22	31-Jul-24	AA	Secured	ICRA

INE248U0 7DL3	IIFLWPL-7.75%- 31JUL2024	671	Linked to G- sec	25,60, 00,000	30-Sep- 22	31-Jul- 24	AA	Secur ed	ICRA
INE248U0 7DL3	IIFLWPL-7.75%- 31JUL2024	667	Linked to G- sec	8,90,0 0,000	04-Oct- 22	31-Jul- 24	AA	Secur ed	ICRA
INE248U0 7DL3	IIFLWPL-7.75%- 31JUL2024	652	Linked to G- sec	5,00,0 0,000	19-Oct- 22	31-Jul- 24	AA	Secur ed	ICRA
INE248U0 7DL3	IIFLWPL-7.75%- 31JUL2024	651	Linked to G- sec	15,10, 00,000	20-Oct- 22	31-Jul- 24	AA	Secur ed	ICRA
INE248U0 7DL3	IIFLWPL-7.75%- 31JUL2024	639	Linked to G- sec	20,00, 00,000	01- Nov-22	31-Jul- 24	AA	Secur ed	ICRA
INE248U0 7DL3	IIFLWPL-7.75%- 31JUL2024	638	Linked to G- sec	29,40, 00,000	02- Nov-22	31-Jul- 24	AA	Secur ed	ICRA
INE248U0 7DL3	IIFLWPL-7.75%- 31JUL2024	631	Linked to G- sec	29,40, 00,000	09- Nov-22	31-Jul- 24	AA	Secur ed	ICRA
INE248U0 7DL3	IIFLWPL-7.75%- 31JUL2024	630	Linked to G- sec	15,70, 00,000	10- Nov-22	31-Jul- 24	AA	Secur ed	ICRA
INE248U0 7DL3	IIFLWPL-7.75%- 31JUL2024	626	Linked to G- sec	12,00, 00,000	14- Nov-22	31-Jul- 24	AA	Secur ed	ICRA
INE248U0 7DL3	IIFLWPL-7.75%- 31JUL2024	623	Linked to G- sec	6,50,0 0,000	17- Nov-22	31-Jul- 24	AA	Secur ed	ICRA
INE248U0 7DL3	IIFLWPL-7.75%- 31JUL2024	616	Linked to G- sec	3,10,0 0,000	24- Nov-22	31-Jul- 24	AA	Secur ed	ICRA
INE248U0 7DL3	IIFLWPL-7.75%- 31JUL2024	609	Linked to G- sec	17,50, 00,000	01-Dec- 22	31-Jul- 24	AA	Secur ed	ICRA
INE248U0 7DL3	IIFLWPL-7.75%- 31JUL2024	588	Linked to G- sec	2,00,0 0,000	22-Dec- 22	31-Jul- 24	AA	Secur ed	ICRA
INE248U0 7DL3	IIFLWPL-7.75%- 31JUL2024	587	Linked to G- sec	6,00,0 0,000	23-Dec- 22	31-Jul- 24	AA	Secur ed	ICRA
INE248U0 7DL3	IIFLWPL-7.75%- 31JUL2024	581	Linked to G- sec	8,20,0 0,000	29-Dec- 22	31-Jul- 24	AA	Secur ed	ICRA
INE248U0 7DL3	IIFLWPL-7.75%- 31JUL2024	567	Linked to G- sec	12,90, 00,000	12-Jan- 23	31-Jul- 24	AA	Secur ed	ICRA
INE248U0 7DL3	IIFLWPL-7.75%- 31JUL2024	556	Linked to G- sec	38,60, 00,000	23-Jan- 23	31-Jul- 24	AA	Secur ed	ICRA
INE248U0 7DM1	INES-05	740	Linked to Perfor mance of Nifty	1,54,8 0,00,0 00	15-Sep- 22	23-Sep- 24	AA	Secur ed	CRISIL
INE248U0 7DM1	INES-05	707	Linked to	10,10, 00,000	18-Oct- 22	23-Sep- 24	AA	Secur ed	CRISIL

			Perfor mance of Nifty						
INE248U0 7DN9	IDPR 02	732	Linked to Perfor mance of Nifty	35,00, 00,000	30-Sep- 22	30-Sep- 24	AA	Secur ed	CRISIL
INE248U0 7DO7	IIFL EDD 02	3649	Linked to G- sec	33,00, 00,000	23-Feb- 23	18-Feb- 33	Unrate d	Secur ed	Unrate d
INE248U0 7DP4	IIFL EDD 04	3649	Linked to G- sec	60,50, 00,000	02- Mar-23	25-Feb- 33	Unrate d	Secur ed	Unrate d
INE248U0 7DQ2	IIFL EDD 03	3649	Linked to G- sec	18,30, 00,000	28-Feb- 23	23-Feb- 33	Unrate d	Secur ed	Unrate d
INE248U0 7DR0	IIFL Wealth Prime LTD 7- May-25	786	7.65%	2,54,2 9,00,0 00	14- Mar-23	07- May-25	AA	Secur ed	ICRA
INE248U0 7DR0	IIFL Wealth Prime LTD 7- May-25	779	7.65%	49917 00000	21- Mar-23	07- May-25	AA	Secur ed	ICRA
INE248U0 7DS8	IIFL EDD 05	3649	Linked to G- sec	15500 0000	09- Mar-23	04- Mar-33	Unrate d	Secur ed	Unrate d
INE248U0 7DU4	IIFL EDD 07	3649	Linked to G- sec	17000 0000	16- Mar-23	11- Mar-33	Unrate d	Secur ed	Unrate d
INE248U0 7DV2	IIFL EDD 08	3648	Linked to G- sec	30270 0000	17- Mar-23	11- Mar-33	AA	Secur ed	ICRA
INE248U0 7DW0	IIFL EDD 09	3649	Linked to G- sec	29980 0000	23- Mar-23	18- Mar-33	Unrate d	Secur ed	Unrate d
INE248U0 7DW0	IIFL EDD 09	3648	Linked to G- sec	45000 0000	24- Mar-23	18- Mar-33	Unrate d	Secur ed	Unrate d
INE248U0 7DX8	IIFL EDD 10	3649	Linked to G- sec	11000 0000	06-Apr- 23	01-Apr- 33	Unrate d	Secur ed	Unrate d
INE248U0 7DY6	IIFL EDD 11	3649	Linked to G- sec	25000 0000	18-Apr- 23	13-Apr- 33	Unrate d	Secur ed	Unrate d
INE248U0 7DZ3	IIFL EDD 13	3649	Linked to G- sec	55000 000	27-Apr- 23	22-Apr- 33	Unrate d	Secur ed	Unrate d
INE248U0 7EA4	IIFL EDD 12	3648	Linked to G- sec	50000 0000	27-Apr- 23	21-Apr- 33	Unrate d	Secur ed	Unrate d
INE248U0 7EB2	IIFL EDD 14	3660	Linked to G- sec	16500 0000	11- May-23	17- May-33	Unrate d	Secur ed	Unrate d
INE248U0 7ECO	IIFL EDD 15	3653	Linked to G- sec	20000 0000	22- May-23	21- May-33	Unrate d	Secur ed	Unrate d

INE248U07ED8	IIFL EDD 16	3653	Linked to G-sec	40000000	31-May-23	30-May-33	Unrated	Secured	Unrated
INE248U07EE6	IIFL EDD 17	3649	Linked to G-sec	120000000	06-Jul-23	01-Jul-33	Unrated	Secured	Unrated
INE248U07EF3	IIFL EDD 18	3642	Linked to G-sec	20000000	13-Jul-23	01-Jul-33	Unrated	Secured	Unrated
INE248U07EG1	360 One Prime 18M NCD 21 JAN 2025	551	8.50%	415000000	21-Jul-23	21-Jan-25	AA	Secured	ICRA
INE248U07EG1	360 One Prime 18M NCD 21 JAN 2025	538	8.50%	100000000	03-Aug-23	21-Jan-25	AA	Secured	ICRA
INE248U07EH9	IIFL EDD 19	3649	Linked to G-sec	270000000	25-Jul-23	20-Jul-33	Unrated	Secured	Unrated
INE248U07EI7	IIFL EDD 20	3654	Linked to G-sec	25000000	27-Jul-23	27-Jul-33	Unrated	Secured	Unrated
INE248U07EJ5	IIFL EDD 21	3648	Linked to G-sec	130000000	04-Aug-23	29-Jul-33	Unrated	Secured	Unrated
INE248U07EK3	360ONEPL- INES 06	1282	Linked to G-sec	160000000	10-Aug-23	11-Feb-27	Unrated	Secured	Unrated
INE248U07EL1	360ONEPL- INES 07	1283	Linked to G-sec	50000000	10-Aug-23	12-Feb-27	Unrated	Secured	Unrated
INE248U07EM9	IIFL EDD 22	3648	Linked to G-sec	65000000	18-Aug-23	12-Aug-33	Unrated	Secured	Unrated
INE248U07EN7	IIFL EDD 23	3648	Linked to G-sec	80000000	25-Aug-23	19-Aug-33	Unrated	Secured	Unrated
INE248U07EP2	IIFL EDD 35	3648	Linked to G-sec	541100000	19-Dec-23	13-Dec-33	Unrated	Secured	Unrated
INE248U07EQ0	9.41% SECURED RATED LISTED REDEEMABLE NON CONVERTIBLE DEBENTURE SERIES IV TRACNHE I DATE OF MATURITY 18/01/2026	732	Fixed Coupon	4888656000	18-Jan-24	18-Jan-26	AA	Secured	CRISIL & ICRA
INE248U07ER8	9.66% SECURED RATED LISTED NON CONVERTIBLE DEBENTURE SERIES VIII TRACNHE I DATE OF MATURITY 18/01/2029	1828	Fixed Coupon	792995000	18-Jan-24	18-Jan-29	AA	Secured	CRISIL & ICRA

INE248U07ES6	9.26% SECURED RATED LISTED REDEEMABLE NON CONVERTIBLE DEBENTRUE SERIES VII TRACNHE I DATE OF MATURITY 18/01/2029	1828	Fixed Coupon	116353000	18-Jan-24	18-Jan-29	AA	Secured	CRISIL & ICRA
INE248U07ET4	9.21% SECURED RATED LISTED REDEEMABLE NON CONVERTIBLE DEBENTRUE SERIES V TRACNHE I DATE OF MATURITY 18/01/2027	1097	Fixed Coupon	70241000	18-Jan-24	18-Jan-27	AA	Secured	CRISIL & ICRA
INE248U07EU2	9.03% SECURED RATED LISTED REDEEMABLE NON CONVERTIBLE DEBENTRUE SERIES III TRACNHE I DATE OF MATURITY 18/01/2026	732	Fixed Coupon	73302000	18-Jan-24	18-Jan-26	AA	Secured	CRISIL & ICRA
INE248U07EV0	9.22% SECURED RATED LISTED REDEEMABLE NON CONVERTIBLE DEBENTRUE SERIES II TRACNHE I DATE OF MATURITY 18/07/2025	548	Fixed Coupon	963081000	18-Jan-24	18-Jul-25	AA	Secured	CRISIL & ICRA
INE248U07EW8	9.61% SECURED RATED LISTED REDEEMABLE NON CONVERTIBLE DEBENTRUE SERIES VI TRACNHE I DATE OF MATURITY 18/01/2027	1097	Fixed Coupon	2710021000	18-Jan-24	18-Jan-27	AA	Secured	CRISIL & ICRA
INE248U07EX6	8.91% SECURED RATED LISTED REDEEMABLE NON CONVERTIBLE DEBENTRUE SERIES I TRACNHE I DATE OF MATURITY 18/07/2025	548	Fixed Coupon	385351000	18-Jan-24	18-Jul-25	AA	Secured	CRISIL & ICRA

INE248U07EY4	9.03% SECURED RATED LISTED REDEEMABLE NON CONVERTIBLE DBEENTURE DATE OF MATURITY 28/01/2026	729	Fixed Coupon	1500000000	31-Jan-24	28-Jan-26	AA	Secured	ICRA
INE248U07EZ1	360 One Prime 36M NCD 14 FEB 2027	1097	Fixed Coupon	500000000	14-Feb-24	14-Feb-27	AA	Secured	ICRA
INE248U07EZ1	360 One Prime 36M NCD 14 FEB 2027	1055	Fixed Coupon	100000000	27-Mar-24	14-Feb-27	AA	Secured	ICRA
INE248U07EZ1	360 ONE PRIME 36M NCD 14 FEB 2027_REISSUE1	1055	Fixed Coupon	250000000	27-Mar-24	14-Feb-27	AA	Secured	ICRA
INE248U07FA1	360 ONE PRIME 24M NCD 28 FEB 2026	732	Fixed Coupon	400000000	28-Feb-24	28-Feb-26	AA	Secured	ICRA
INE248U07FA1	360 ONE PRIME 24M NCD 28 FEB 2026	717	Fixed Coupon	100000000	14-Mar-24	28-Feb-26	AA	Secured	ICRA
INE248U07FB9	360 ONE PRIME 18M NCD 05 SEP 2025	548	Fixed Coupon	100000000	07-Mar-24	05-Sep-25	AA	Secured	ICRA

(iv) Details of Unsecured NCDs as of March 31, 2024:

ISIN	Debenture Series	Tenor/Period of Maturity (Days)	Coupon	Total	Issue Date	Repayment Date	Credit Rating	Secured/Unsecured	Rating Agency
INE248U08010	IIFLWF-10%-FEB2027 Perpetual	3653	10.00%	1000000000	22-Feb-17	22-Feb-27	Unrated	Unsecured	Unrated
INE248U08028	10% IIFL WEALTH FINANCE LIMITED PERP DEBT MAR27	3653	10.00%	500000000	02-Mar-17	02-Mar-27	Unrated	Unsecured	Unrated

(iv-a) List of Top 10 Debenture holders (Subscribers) as on March 31, 2024:-

Sr. No.	Name of Debenture Holder	Category	Amount	Holding of Debt Securities as a percentage of total Debt Securities outstanding of the issuer
1	ICICI Mutual Fund	Mutual Fund	7,93,00,00,000	18.66%
2	Nippon Mutual Fund	Mutual Fund	1,85,00,00,000	4.35%
3	Micro Labs Ltd.	Corporate	1,54,38,51,000	3.63%
4	Sporta Technologies Private Limited	Corporate	1,22,50,03,000	2.88%

5	Shyam Metalics and Energy Limited	Corporate	1,11,37,51,000	2.62%
6	Axis Mutual Fund	Mutual Fund	1,00,00,00,000	2.35%
7	J K Lakshmi Cement Ltd.	Corporate	83,40,00,000	1.96%
8	360 ONE WAM Ltd.	Corporate	68,65,00,000	1.62%
9	Shubham Goldiee Masale Pvt. Ltd	Corporate	52,27,00,000	1.23%
10	Dream Duo LLP	Partnership Firm	50,00,00,000	1.18%
	Total		17,20,58,05,000	40.49%

(v) Details of Commercial Paper Outstanding as on March 31, 2024:

Sr No.	ISIN No:	Maturity Date	Total Amount
1	INE248U14NJ2	22-Apr-24	27,00,00,000
2	INE248U14OC5	05-Apr-24	15,00,00,000
3	INE248U14OG6	18-Oct-24	11,00,00,000
4	INE248U14OH4	21-Oct-24	28,00,00,000
5	INE248U14OL6	03-Jun-24	25,00,00,000
6	INE248U14ON2	11-Jun-24	5,00,00,000
7	INE248U14OQ5	13-Jun-24	10,00,00,000
8	INE248U14OS1	22-Jul-24	15,00,00,000
9	INE248U14OT9	30-Apr-24	6,00,00,000
10	INE248U14OU7	30-Jan-25	75,00,00,000
11	INE248U14OW3	08-May-24	1,75,00,00,000
12	INE248U14OV5	06-May-24	2,00,00,00,000
13	INE248U14OX1	09-May-24	1,00,00,00,000
14	INE248U14OY9	07-May-24	5,00,00,000
15	INE248U14OZ6	27-Feb-25	16,00,00,000
16	INE248U14PA6	04-Jun-24	1,00,00,00,000
17	INE248U14PB4	03-Mar-25	1,50,00,00,000
18	INE248U14PD0	17-Sep-24	5,00,00,000
19	INE248U14PF5	17-Mar-25	5,00,00,000
20	INE248U14PE8	19-Jun-24	1,00,00,00,000
	Grand Total		10,73,00,00,000

(vi) Details of the rest of the borrowing (if any including hybrid debt like FCCB, Optionally Convertible Debenture / Preference share):- **NIL**

(vii) Details of any outstanding borrowings taken/ debt securities issued for consideration other than cash. This information shall be disclosed whether such borrowing/ debt securities have been taken/ issued: **NIL**

- A. Details of all default/s and/or delay in payments of interest and principal of any kind of term loans, debt securities and other financial indebtedness including corporate guarantee issued by the Company, in the past 3 years: **NIL**
- B. Any material event/ development or change having implications on the financials/credit quality (e.g. any material regulatory proceedings against the Issuer/promoters, litigations resulting in material liabilities, corporate restructuring event etc) at the time of issue which may affect the issue or the investor's decision to invest / continue to invest in the non-convertible securities. - **NIL**

- C. Any litigation or legal action pending or taken by a Government Department or a statutory body during the last three years immediately preceding the year of the issue of prospectus against the promoter of the Company: **NIL**

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

24. Disclosure on Assets Liability Management as on March 31, 2024:

1. Lending Policy:

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

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

The company has Board-approved policies in place to cover all the lending products it offers. The policy framework of the company covers various dimensions of risk management, including but not limited to credit eligibility norms, exposure limits, detailed parameters of credit appraisal norms to be followed, margin setting based on underlying security pledge, etc. Loans against Securities being the main offering of the company, it adheres to the most comprehensive credit policy covering details of each asset-class and instrument and margin requirements against each. In addition, all the company's credit policies have defined approval matrix structure based on the loan amount. As the loan amount increases, approval comes under the purview of committee approval, where all such approval committees have minimum 1 Board member. Credit policies also cover CRAR monitoring, ALCO review and other structural aspects pertaining to the overall loan book. At all times, the company also ensures compliance with RBI norms pertaining to concentration of borrowers and group of borrowers.

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

Types of loans

Sr. No.	Types of Loans	Amount (Rs. In crores)
1	Secured	5,831.11
2	Unsecured	557.15
	Total Assets Under Management (AUM)	6,388.26

Denomination of loans outstanding by LTV

Sr. No.	LTV	Percentage of AUM
1	Upto 40%	35.35%
2	40-50%	41.32%
3	50 – 60%	8.15%
4	60 – 70%	4.33%
5	70 – 80%	0.22%
6	80 – 90%	0.01%
7	Above 90%	1.88%

	TOTAL	91.27%
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Sectoral Exposure

Sr. No.	Segment-wise break-up of AUM	Percentage of AUM
1	Retail	
a	Mortgage (home loans and loan against property)	0.10%
b	Gold loan	0.00%
c	Vehicle finance	0.00%
d	MFI	0.00%
e	M&SME	0.00%
f	Capital Market funding (loan against shares, margin funding)	29.87%
g	Others	2.16%
2	Wholesale	
a	Infrastructure	0.00%
b	Real estate (including builder loan)	2.30%
c	Promoter Funding	0.00%
d	Any other sector (as applicable)	59.01%
e	Other	6.56%
	TOTAL	100%

Denomination of loans outstanding by ticket size

Sr. No.	Ticket Size	Percentage of AUM
1	Upto Rs. 2 Lakh	0.00%
2	Rs. 2-5 lakh	0.00%
3	Rs. 5-10 lakh	0.01%
4	Rs. 10-25 lakh	0.05%
5	Rs. 25-50 lakh	0.14%
6	Rs. 50- 1 Crore	0.44%
7	Rs. 1- 5 Crore	3.52%
8	Rs. 5-25 Crore	16.24%
9	Rs. 25-100 Crore	37.29%
10	>Rs. 100 Crore	42.30%
	TOTAL	100.00%

*Information required at the borrower level

Geographical classification of borrowers

Sr. No.	Top 5 State	Percentage of AUM
1	MAHARASHTRA	33.36%
2	DELHI	22.81%
3	KARNATAKA	19.71%
4	WEST BENGAL	6.42%
5	TELANGANA	5.29%
	TOTAL	87.59%

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

Foreign currency liabilities	-	-	-	-	-	-	-	-	-
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Details of all default/s and/or delay in payments of interest and principal of any kind of term loans, debt securities and other financial indebtedness including corporate guarantee issued by the Company, in the past 5 years: NIL

Details of any outstanding borrowings taken/ debt securities issued where taken / issued (i) for consideration other than cash, whether in whole or part, (ii) at a premium or discount, or (iii) in pursuance of an option: NIL.

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

DECLARATION

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

The Directors of the Issuer declare that:

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

I am authorized by the Resource Raising Committee of the Company through their meeting dated February 27, 2024, to sign this form and declare that all the requirements of the Companies Act, 2013 and the rules made thereunder in respect of the subject matter of this form and matters incidental thereto have been complied with. Whatever is stated in this form and in the attachments thereto is true, correct and complete and no information material to the subject matter of this form has been suppressed or concealed and is as per the original records maintained by the promoters subscribing to the Memorandum of Association and Articles of Association.

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

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

For **360 ONE Prime Limited**



Amit Bhandari
Company Secretary & Compliance Officer
June 13, 2024

Annexure A – Term Sheet

Term Sheet

Security Name	360 ONE PRIME 24M NCD 19 JUN 2026
ISIN	To be applied
Issuer/ Company	360 One Prime Limited (Formerly known as IIFL Wealth Prime Limited)
Type of Instrument	Secured, Rated, Listed, Redeemable, Non-Convertible Debentures (“NCDs” or “Debentures”)
Nature of Instrument	Secured
Seniority	Senior
Mode of Issue	Private placement
Eligible Investors	<p>The following categories of investors, when specifically approached, are eligible to apply for this private placement of Debentures</p> <ul style="list-style-type: none"> • Individuals • Hindu Undivided Family • Trust • Limited Liability Partnerships • Partnership Firm(s) • Portfolio Managers registered with SEBI • Association of Persons • Companies and Bodies Corporate including Public Sector Undertakings • Commercial Banks • Regional Rural Banks • Financial Institutions • Insurance Companies • Mutual Funds • Foreign Institutional Investors • Other foreign entities allowed by SEBI and RBI • Any other investor eligible to invest in these Debentures
Listing (including name of stock Exchange(s) where it will be listed and timeline for listing)	<p>The Debentures are proposed to be listed on the WDM segment of the BSE/ NSE Ltd. Company will endeavor to list the securities within 3 working days from the deemed date of allotment or closure of the Issue.</p> <p>In case of delay in listing of NCDs beyond the timeline specified above, the Company will pay penal interest, of 1% p.a. over and above the coupon rate for the period of delay to the investor (i.e. from date of allotment to the date of listing) and the Company would be permitted to utilize the issue proceeds of its subsequent two privately placed issuances of securities only after receiving final listing approval from stock exchange.</p>
Rating of the Instrument	“ICRA AA (Stable)” (pronounced ‘Double A’ with “Stable” outlook) by ICRA Limited.
Issue Size	Rs.200 crores

Option to retain over-subscription	NA
Anchor Mechanism	<p>a. Total Amount Anchor Portion (not exceeding 30% of Base Issue size) – Rs. 60 Crores</p> <p>b. Name of Anchor Investor(s)- ICICI Prudential Mutual Fund.</p> <p>c. Quantum for each Anchor Investor (Rs.) – Not Applicable, as only one Anchor Investor</p>
Minimum Application Size	100 Debentures and in multiples of 1 debenture thereafter
Purpose & Objects of the Issue	<p>The proceeds of the present issue would be utilized for (a) making loan and other loan disbursements to the borrowers of the Company; (b) for re-financing and repayment of borrowing; (c) for interest expenses (d) for other working capital requirements of the Company (e) for general corporate purpose of the Company and (f) for meeting issue related expense.</p> <p>No part of the proceeds shall be utilized directly/indirectly towards the purposes which are restricted by the concerned regulator and/ or the Government of India from time to time.</p> <p>Pending full utilization of issue proceeds, the Issuer shall be entitled to invest the issue proceeds in money market instruments, mutual funds and deposits with banks.</p>
Details of the utilization of the Proceeds	Same as above
Tenor	730 days from deemed date of allotment
Coupon Rate	9.50% (Nine Decimal Point Five Zero Percent) per annum
Coupon Payment Frequency	Annual
Coupon Payment Dates	19/06/25 & 19/06/26
Coupon Type	Fixed
Coupon Step-Up/ Step-Down	<p>(a) In the event of rating downgrade of the Debentures or rating downgrade of the Issuer, by any rating agency, the Coupon will be stepped up by 0.25% (Zero Decimal Point Two Five Percent) for every notch of rating downgrade, over and above the prevailing Coupon Rate immediately prior to such rating downgrade.</p> <p>Provided that, for the purposes of such step up, in the event there are multiple ratings for the Debentures or there are multiple ratings for the Issuer, the lowest of all available ratings of the Debentures or the lowest of all available ratings of the Issuer shall be considered.</p> <p>(b) If subsequent to such rating downgrade, there is a rating upgrade by the same rating agency which has downgraded the credit rating; the Coupon will be stepped down by 0.25% (Zero Decimal Point Two Five Percent) for every notch of rating upgrade till the time such</p>

	<p>credit rating is restored to the initial credit rating at the time of issue.</p> <p>(c) Such enhanced / decreased Coupon Rate (as the case may be) shall be applicable from the date of issue of the rating downgrade / upgrade, as the case may be, by any rating agency, till the Maturity Date.</p>
Day Count Basis	The Coupon shall be computed on Actual / Actual basis, i.e. Actual / 365 (Three Hundred Sixty Five) days (or 366 (Three Hundred Sixty Six) days in the case of a leap year).
Interest on Application Money	Not applicable
Penal Interest Rate	In case of failure by the Company in the performance of its material obligations such as failure to make the payment, inadequacy of the security cover, breach in financial covenants (subject to cure period) under the Transaction Documents, the Company shall be liable to pay Penal Interest which shall be calculated at the rate of 2% (Two Percent) per annum on the outstanding principal amount of the Debentures over and above the Coupon Rate from the end of the cure period till the period it is rectified
Redemption Date	19/06/26
Redemption Amount	Rs. 1,00,000/- (Rupees One Lakh only) per Debenture plus coupon, default interest and all amounts payable under the Debentures.
Redemption Premium	N.A.
Issue Price	Rs.1,00,000 /- per Debenture
Accured Interest	NA
Justification of issue price	Issuance of Debentures is proposed to be made at par.
Discount at which security is issued and the effective yield as a result of such discount.	N.A.
Put Option Dates	N.A.
Put Option Price	N.A.
Call Option Date	N.A.
Call Option Price	N.A.
Put Notification Time	N.A.
Call Notification Time	N.A.
Face Value	Rs. 1,00,000/- (One lakh) per Debenture
Minimum Application and in multiples of Debt securities thereafter	100 Debentures and in multiples of 1 debenture thereafter
Issue Timing	<p>a) Issue Opening Date – 18/06/24</p> <p>b) Issue Closing Date – 18/06/24</p> <p>c) Pay-in Date – 19/06/24</p> <p>d) Deemed Date of Allotment- 19/06/24</p> <p>e) Maturity Date- 19/06/26</p>
Issuance mode of the Instrument	Dematerialised form only

Trading mode of the Instrument	Dematerialised form only								
Settlement mode of the Instrument	The pay-in of subscription monies for the Debentures shall be made by way of transfer of funds from the bank account(s) of the Eligible Investors (whose bids have been accepted) as registered with the Electronic Book Provider into the account of the ICCL, as specified in this regard below:								
	<table border="1"> <tr> <td>Name of Bank</td> <td>ICICI BANK</td> </tr> <tr> <td>IFSC Code</td> <td>ICIC0000106</td> </tr> <tr> <td>Account number</td> <td>ICCLEB</td> </tr> <tr> <td>Name of beneficiary</td> <td>INDIAN CLEARING CORPORATION LTD</td> </tr> </table>	Name of Bank	ICICI BANK	IFSC Code	ICIC0000106	Account number	ICCLEB	Name of beneficiary	INDIAN CLEARING CORPORATION LTD
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Name of beneficiary	INDIAN CLEARING CORPORATION LTD								
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:									
<table border="1"> <tr> <td>Name of Bank</td> <td>HDFC Bank</td> </tr> <tr> <td>IFSC Code</td> <td>HDFC0000060</td> </tr> <tr> <td>Account number</td> <td>00600340080963</td> </tr> <tr> <td>Name of beneficiary</td> <td>360 ONE PRIME LIMITED (Formerly Known as IIFL WEALTH PRIME LIMITED)</td> </tr> </table>	Name of Bank	HDFC Bank	IFSC Code	HDFC0000060	Account number	00600340080963	Name of beneficiary	360 ONE PRIME LIMITED (Formerly Known as IIFL WEALTH PRIME LIMITED)	
Name of Bank	HDFC Bank								
IFSC Code	HDFC0000060								
Account number	00600340080963								
Name of beneficiary	360 ONE PRIME LIMITED (Formerly Known as IIFL WEALTH PRIME LIMITED)								
Cheques, Demand Drafts, interest/ redemption warrants, pay order, direct credit, ECS, NEFT, RTGS, other online payment mechanism as are permitted by the Reserve Bank of India									
Depository	NSDL and/or CDSL, as the case may be								
Debenture Trustee	Beacon Trusteeship Limited								
Registrar & Transfer Agent	Link Intime India Private Limited								
Business Day & Business Day Convention	<p>"Business Day" means any day of the week (excluding any day on which banks are closed for general business in Mumbai, India) shall be a Business Day.</p> <p>If any due date falls on a day which is not a Business Day, the payment</p>								

	<p>to be made on such due date shall be made on the immediately succeeding Business Day, except if such due date is for the payment of principal, in which case the payment to be made on such due date (including accrued Coupon) shall be made on the immediately preceding Business Day.</p> <p>If any of the Coupon Payment Date(s), other than the ones falling on the redemption date, falls on a day that is not a Business Day, the payment shall be made by the Company on the immediately succeeding Business Day.</p> <p>However, the future Coupon Payment Date(s) would be as per the schedule originally stipulated at the time of issuing the Debentures i.e. the subsequent Coupon Payment Date(s) would not be changed merely because the payment date in respect of one particular Coupon payment has been postponed earlier because of it having fallen on a non-Business Day.</p> <p>Further, in respect of the time period between the bid/ issue closing date and the listing of the non-convertible securities on the stock exchanges, business day shall mean all trading days of the stock exchanges for non-convertible securities, excluding Saturdays, Sundays and bank holidays, as specified by SEBI.</p> <p>In respect of announcement or bid/issue period, working day shall mean all days, excluding Saturdays, Sundays and public holidays, on which commercial banks in Mumbai are open for business.</p>
<p>Record Date</p>	<p>Means 15 (Fifteen) calendar days prior to any date on which any payment is to be made by the Company/ the Debenture Trustee to the Debenture Holders</p>
<p>Security and Security Cover</p>	<ol style="list-style-type: none"> 1. The Debentures and all the Secured Obligations shall be secured by all present and future business receivables of the company pertaining to Capital Market business including receivables from current assets and investment related to capital market (excluding cash and bank balances and non-capital market assets viz. LAP receivables against debt securities), on pari passu basis. 2. The Company hereby declares that it has obtained no objection certificates/ permission, where required, in terms of the existing transaction documents from all the existing charge holders agreeing to cede pari-passu charge on Hypothecated Assets of the Company to secure the Debentures. 3. The Company shall ensure that the requisite security cover of 1 time of Principal and interest outstanding to the Secured Obligations shall be maintained throughout the Tenor of the Debentures and this Deed. 4. In case the Security Cover falls below the stipulated levels, the Company shall restore the Security Cover to the stipulated level within 15 (fifteen) days from the end of the month where such shortfall has occurred. 5. The Company shall create the security set out in this clause prior to listing application of the Debentures. Further, the charge created by Issuer shall be registered with Sub-registrar, Registrar of Companies, CERSAI, Depository etc., as applicable, within 30 days of creation of such charge. In case the charge is not registered anywhere or is not

	<p>independently verifiable, then the same shall be considered a breach of covenants/ terms of the issue by the Issuer.</p> <p>6. In the event that the Company fails to create and perfect a valid security on the terms set out in this Deed and other Transaction Documents within relevant time period set out, the Company shall be required to either (i) refund the entire subscription amount, or (ii) pay an interest of at least 2% per annum over and above the coupon rate as may be specified in the term sheet on the amounts outstanding on the Debenture, until the security is created and perfected in the manner and on the terms set out in this Deed and other Transaction Document. The Company also agrees to promptly disseminate and disclose information pertaining to failure to create security, on the assets, on its website.</p>
<p>Accelerated Redemption Event</p>	<p>Upon occurrence of the following events, the Majority Debenture Holders (75%) will have the right to recall the Outstanding Amount on the NCDs:</p> <ul style="list-style-type: none"> (i) In the event, Capital Adequacy Ratio falls below 17%. "Capital Adequacy Ratio" means the ratio of capital adequacy to be maintained accordance with the guidelines issued by The Reserve Bank of India from time to time. (ii) Net NPA (Net Stage 3) shall not exceed 3.00% (three per cent) of the total loan assets of the company. (iii) In the event Credit rating of the Debentures is suspended or downgraded to A- (pronounced A minus) or below or the Issuer is assigned a long-term rating of A- (pronounced A minus) or below by any rating agency. For the purposes of this clause, in the event there are multiple ratings for the Debentures / Issuer, the lowest of all available ratings of the Debentures / Issuer shall be considered. (iv) Net Leverage (Debt minus free cash & investments divided by Networth) at 360 ONE Prime to be capped at 5X (without TREPS/CROMS borrowings) (v) Consolidated Net leverage for 360 ONE WAM to be capped at 4X (without TREPS/CROMS Borrowings) (vi) In the event of a default to any other lender by the issuer or its subsidiary or an associate company. (vii) In the event "360 ONE Prime" is removed as part of the name of the Company/ Issuer at any time during the tenure of Debentures. <p>The Company will make the payment within 30 (thirty) days without prepayment penalty, or otherwise specified, from the date of exercise of acceleration option by the Majority Debenture Holders (75%).</p> <p>For the purpose of this clause:</p> <ul style="list-style-type: none"> a.) Net Stage 3 would have the same meaning as defined by the Reserve Bank of India from time to time b.) The Financial Covenants herein shall be tested on annual basis every year based on the financials of the Company. The

	<p>Company shall submit a certificate to the Debenture Trustee confirming the compliance with the Financial Covenants within 30 days from the date of request or within 90 days from the end of each reporting financial year whichever is later. Covenant compliance certificate will be submitted by the Company to the Debenture Trustee on an annual basis.</p>
<p>Negative Covenants</p>	<p>The company shall not take any action in relation to the following items/ events, without the prior written approval of Debenture Trustee</p> <ol style="list-style-type: none"> 1. Change in articles of incorporation or organizational documents in any material way which would pre-judicially affect the interest of the debenture holders. 2. All the indebtedness of the Issuer towards the other members of the Group / Promoters shall be subordinated at all times in all respects to the NCD. 3. Undertake any Acquisition or event of Business Restructuring of the Issuer and / or Sponsor Group (including but not limited to any scheme of merger, demerger, amalgamation, slump sale of assets, arrangement with Creditors or Lenders, compromise or reconstruction). However, in case of any mergers / acquisitions at Sponsor is contemplated, which is not acceptable to the NCD Holders, then investors shall have a Put Option on the Debentures 4. Change in management control of the company 5. Financial Year End: Change in its financial year-end from 31st March during the currency of Debentures unless otherwise required in terms of the prevailing Applicable Law or change in Applicable Law. 6. Change in Promoter and/ or Promoter group as defined in the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations. 7. Any change in Board or otherwise which may amount to change in control as defined in the SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011 8. Declare dividends upon the occurrence of an Event of Default or when an Event of Default is subsisting 9. Sell/ transfer material assets of the Project or take any other action which may materially impact the ability of the Company to pay Redemption Amount and Amounts Due under the Transaction Documents; 10. Change in Capital Structure: <ol style="list-style-type: none"> a) Permit or undertake any change in capital structure that would lead to a reduction in the paid-up capital or authorized capital of the Company. b) Purchase or redeem any of its issued shares or reduce its share capital without the prior written consent of the Debenture Trustee (acting on the instructions of the Debenture Holders). <p>The Trustee shall give its prior written approval/dissent on instruction from Majority Debenture Holders within 15 (fifteen) Business Days after</p>

	having received a request to give its approval provided such request is accompanied by the relevant information substantiating the request for the Debenture Holders to make a conscious discussion.
Transaction Documents	<p>The following shall constitute Transaction Documents:</p> <ol style="list-style-type: none"> 1. Disclosure Document/ Information Memorandum, 2. Debenture Trustee Agreement 3. Debenture Trust Deed, 4. Any security creation document including deed of hypothecation, indenture of mortgage and forms for filing of charge, as applicable 5. Any other document that the Debenture Trustee or Regulator or Courts of Law may deem to be a transaction document.
Conditions Precedent to Disbursement	<p>The Issuer will provide documents in form and substance satisfactory to the Trustee, including but not limited to:</p> <ol style="list-style-type: none"> 1. Certified copy of the Memorandum and Articles of Association of the Issuer; 2. Shareholders resolution passed by Company for setting the borrowing limits and for authorizing the board to issue debentures and create security over its assets; 3. Board resolution passed by Company for inter alia issuing the debentures, creation of security, setting-up borrowing limits, allotment of debentures, admission of debt securities with depositories etc.; 4. Board Resolution for appointing Debenture Trustee as Debenture / Bond Trustee and also approving the various drafts of documents and authorizing the company directors/Executives/officials to execute relevant documents towards creation of security (including equitable mortgage) etc. against the borrowings thru' issues; 5. Signed Disclosure Document/ Information Memorandum with PAS4 disclosures; 6. Application Form 7. Credit rating letter from ICRA assigning rating of AA (pronounced double A) for the Issue of the Debentures; 8. Consent letter from the Debenture Trustee for being appointed as the Debenture Trustee to the Debenture issue; 9. Copy of letter(s) appointing Debenture Trustee to the issue; 10. Consent letter from the Registrar and Transfer Agent for being appointed as the Registrar and Transfer Agent to the debenture issue; 11. Copy of letter(s) appointing Registrar and Transfer Agents to the issue; 12. Agreement between the Debenture Trustee and Issuer 13. NoC from other lenders, if applicable 14. Copy of the in-principle approval granted by BSE for listing of the Debentures; and 15. Intimation by the Debenture Trustee that they are in receipt of all the condition precedent documents.
Conditions Subsequent to Disbursement	<p>As customary for transaction of a similar nature and size;</p> <ol style="list-style-type: none"> 1. the Company shall ensure that the Debentures are credited into the

	<p>demat accounts of the respective Debenture Holders within 2 trading days from the closure of the Issue (excluding the date of closure of Issue);</p> <ol style="list-style-type: none"> 2. the Company shall, inter alia, file a return of allotment of securities under Form PAS-3 of the Companies (Prospectus and Allotment of Securities) Rules, 2014 with the ROC within 15 (fifteen) days of the allotment of Debentures along with a list of the Debenture Holders and with the prescribed fee; 3. the Company shall file Form CHG 9 with the ROC and Debenture Trustee shall file Form I with CERSAI within 30 (Thirty) days from the date of security creation. the Company shall obtain listing of the Debentures within 3 trading days from the closure of the Issue (excluding the date of closure of Issue) 4. Execution of security and security documents prior to the listing of Debentures 5. Executed Debenture Trust Deed with supplements prior to the listing of Debentures 6. Perfection of Security by way of filing of CHG-9 with the Registrar of Companies within 30 days from the date of creation of security.
<p>Events of Default</p>	<p>The Majority Debenture holders (75%) at their discretion directly or acting through the Debenture Trustee may initiate proceedings against the Issuer on the occurrence of an “Event of Default”:</p> <p>Each of the following shall, after the expiry of the cure period (as provided in the Transaction Documents) constitute an “Event of Default” with respect to the Debentures and shall be set out in detail in the Transaction Documents.</p> <ol style="list-style-type: none"> 1. The Issuer does not pay on the Due Date(s) any amount payable pursuant to the Trust Deed (whether at scheduled maturity, by acceleration or otherwise) at the place at and in the currency in which it is expressed to be payable; 2. The material breach of any covenant, obligation, representation or warranty of the Issuer and any other obligations of the Issuer under the Transaction Documents; 3. If the Company is unable to or admits in writing its inability to pay its debts as they mature or proceedings for taking it into insolvency or liquidation have been admitted by any competent court or a special resolution has been passed by the shareholders for winding up of the Company or for filing an application to initiate insolvency resolution process of the Company or it is certified by the statutory auditors that the liabilities of the Company exceed its assets indicating the inability of the Company to discharge its obligations under this Deed; 4. Without prejudice to (3) above, the commencement of an insolvency resolution process (other than operational creditor) under the (Indian) Insolvency and Bankruptcy Code, 2016 (to the extent applicable) in respect of the Company and the same is not

defended by the Company within a period of 14 days.

5. Business – The Issuer:
 - i. ceases to carry on its primary business or gives notice of its intention to do so;
 - ii. any Supervisory Authority or any competent court or tribunal or Governmental Authority requires the Company to cease to do primary business; or
 - iii. any material approval or consent or authorization given by any person (including any Supervisory Authority or any creditor) to the Company in respect of its primary business is withdrawn or the Company fails to obtain or renew any such approval or consent or authorization.
6. Any corporate action, legal proceedings or other procedure or step is taken in relation to:
 - i. the suspension of payments, winding-up, dissolution, administration or re-organisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Company;
 - ii. a composition, compromise, assignment or arrangement with any creditor of the Company aggregating to not more than Rs. 50 Cr.
 - iii. the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of the Company; or
 - iv. the commencement of an insolvency resolution process (other than operational creditor) under the (Indian) Insolvency and Bankruptcy Code, 2016 (to the extent applicable) or under any other Applicable Law, in respect of the Company and the same is not defended by the Company within a period of 14 days; or
 - v. enforcement of any security over any Assets of the Company or any analogous procedure or step is taken in any jurisdiction.
 - vi. Any other event occurs or proceeding instituted under any Applicable Law that would have an effect analogous to any of the events listed in sub-Clauses (i) to (vi) above.
7. Any petition for the reorganization, arrangement, adjustment, winding up or composition of debts of the Company is filed on the Company (voluntary or otherwise) or have been admitted or makes an assignment for the benefit of its creditors generally and such proceeding is not contested by the Company for staying, quashing or dismissed within 30 (thirty) days.
8. Creditors' Process and Expropriation
 - i. Any expropriation, attachment, garnishee, sequestration, distress or execution affects any Assets of the Company or as otherwise provided in any order of any competent court or tribunal relating to the aforementioned actions.

	<ul style="list-style-type: none"> ii. Any expropriation, attachment, garnishee, sequestration, distress or execution affects any Hypothecated Assets or part thereof. iii. All or a part of the undertaking, Assets, rights or revenues of the Company are condemned, seized, rationalized, 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. <p>9. Transaction Documents – Any other Transaction Document (in whole or in part), is terminated or ceases to be effective or ceases to be in full force or no longer constitutes valid, binding and enforceable obligations of the Issuer.</p> <p>10. 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> <p>11. There shall have occurred a change in the business, operations, property, assets, liabilities, condition (financial or otherwise) or prospects of the Issuer since the date hereof that has resulted in a Material Adverse Effect.</p> <p>12. Repudiation – The Company repudiates any of the Transaction Documents, or evidences an intention to repudiate any of the Transaction Documents.</p> <p>13. BSE/ NSE delists the Debentures at any point of time due to an act of the Company or failure by the Company to take all necessary actions to ensure continued listing and trading of the Debentures on BSE/ NSE and the same is not relisted within 15 (fifteen) days.</p> <p>14. The withdrawal, failure of renewal, or failure to obtain any statutory or regulatory approval in any relevant jurisdiction required, if any, for issuance of the Debentures or creation of the Security.</p> <p>15. Security in Jeopardy – In the opinion of the Debenture Trustee any Charged Asset(s) is in jeopardy including any depreciation in the value of the Hypothecated Assets and an alternate security is not created within the timelines stipulated in the Transaction Documents.</p> <p>16. Security</p> <ul style="list-style-type: none"> i. The value of the Hypothecated Assets is insufficient to maintain the Security Cover and the Company fails to maintain the Security Cover (including by way of providing
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	<p>additional/alternate security to the satisfaction of the Debenture Trustee) within the stipulated timelines prescribed in the relevant Transaction Document.</p> <ul style="list-style-type: none"> ii. Any of the Transaction Documents fails to provide the security interests, rights, title, remedies, powers or privileges intended to be created thereby (including the priority intended to be created thereby), or such security interests fail to have the priority contemplated under the Transaction Documents, or the security interests become unlawful, invalid or unenforceable. iii. The Company creates or attempts to create any charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having similar effect, over the Hypothecated Assets, without the prior consent of the Debenture Trustee. No NOC is required if the company maintains the security cover. <p>17. Material Adverse Effect - The occurrence of any event or condition which, in the reasonable opinion of the Trustee or the Debenture Holder(s)/ Beneficial Owners(s), constitutes a Material Adverse Effect.</p> <p>18. Any other event described as an Event of Default in the Disclosure Documents//Prospectus/ Offer Letter and the Transaction Documents.</p>
<p>Consequence of Event of Default</p>	<p>Upon the occurrence of an Event of Default, the NCD Holders may exercise, in addition to the rights available to the NCD Holders under applicable law, exercise all or any one or more of the following rights:</p> <ul style="list-style-type: none"> i. Accelerate the redemption of the NCDs; ii. Enforce the Security; iii. Exercise any other right that NCD Holders may have under the transaction Documents. <p>Further, if an Event of Default has occurred and is continuing, the Issuer cannot declare or pay any dividend to its shareholders during any Financial Year unless it has paid or made arrangements to pay (to the satisfaction of the Debenture Trustee) all the dues to the Debenture Holders/ Debenture Trustee upto the date on which the dividend is proposed to be declared or paid or has made satisfactory provisions thereof.</p>
<p>Creation of Recovery Expenses Fund (REF)</p>	<p>Company has transferred the Res 25 Lakh towards the recovery expenses fund to BSE Limited on January 13, 2021 via UTR No. HDFCR2021011369156941</p>
<p>Risk Pertaining to issue</p>	<p>As per the risk factor mentioned in information memorandum</p>
<p>Role and Responsibilities of Debenture Trustee</p>	<p>To oversee and monitor the overall transaction for and on behalf of the Debenture Holders as customary for transaction of a similar nature and size as per SEBI (Debenture Trustee) Regulations, 1993, SEBI (Issue and Listing of Debt Securities) Regulation, 2008, Companies Act, the simplified listing agreement(s), each as amended from time to time).</p>

<p>Material Adverse Effect</p>	<p>means an event, circumstance, occurrence or condition which has caused, as of any date of determination, or could be reasonably expected to cause a material adverse effect on or a material adverse change in the judgment of Debenture Trustee, on:</p> <ol style="list-style-type: none"> i. the business, operations, property, assets, condition (financial or otherwise) or prospects of the Obligors; ii. the ability of the Obligors to enter into and to perform its obligations under Transaction Documents or any other related document to which relevant Obligor is or will be a party; or iii. the validity or enforceability of the Transaction Documents or any other related document or the rights or remedies of the Debenture Holder(s) thereunder; or iv. the ability of the Debenture Holder to exercise or enforce any right, benefit, privilege or remedy under any Transaction Document; or v. the international or domestic commercial bank, loan syndication, financial or capital markets, political socio-political, or economic conditions in India or any other relevant jurisdiction or currency exchange rates or exchange controls that, generally in the sole opinion of the Debenture Trustee; or vi. any other effect or change which adversely affects the interest of the Debenture Holder(s) or the Debenture Trustee. <p>On happening of any of the above event, Debenure holder may declare an Event of Default</p>
<p>Affirmative Covenants</p>	<p>The Company hereby covenants with the Trustee that the Company will at all times during the continuance of this security (except as may otherwise be previously agreed in writing by the Trustee):-</p> <ol style="list-style-type: none"> 1. That the Company shall keep the debenture trustee informed of all orders, directions, notices, of court/tribunal affecting or likely to affect the Hypothecated Assets. 2. That the Company shall execute all such deeds, documents and assurances and do all such acts and things as the Trustee may reasonably require for exercising the rights, powers and authorities hereby conferred on the Trustee or for effectuating and completing the security hereby created and shall, from time to time and at all times after the security hereby constituted shall become enforceable, execute and do all such deeds, documents, assurances, acts and things as the Trustee may require for facilitating realisation; 3. Carry out and conduct its business with due diligence and efficiency and in accordance with sound technical, managerial and financial standards and business practices with qualified and experienced management and personnel; 4. At the end of each calendar quarter, furnish to the Trustee a report of the compliance of the Company with respect to the

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

The Company is in material compliance with Applicable Laws, with all Tax laws in all jurisdictions in which it is subject to Tax, and is not subject to any present liability by reason of non-compliance with such Applicable Law as would materially affect the ability of the Company to execute the Project or to conduct the business. The Company has paid all Taxes due and payable by it (save and except for the Tax claims which are being contested by the Company in good faith before appropriate forums and has been disclosed to the Debenture Trustee in writing) and no claims have been asserted or are being asserted against it in respect of Taxes as would affect the ability of the Company to execute the Project/ conduct its business.

f. No Event of default

(i) No Event of Default is continuing or might reasonably be expected to result from the entering into or performance by the Company of any of the Transaction Documents.

(ii) No other event or circumstance is outstanding which constitutes (or would to the best of the knowledge of the Company do so with the expiry of the cure period/grace period, the giving of notice, the making of any determination, the satisfaction of any other condition or any combination of any of the foregoing) an Event of Default (howsoever described) under any other lending agreement or instrument which is binding on it or to which its assets are subject.

g. No misleading information

(i) Any factual information provided by or on behalf of the Company in connection with the issue of the Debentures are true and accurate in all material respects as at the date it was provided or as at the date (if any) at which it is stated.

(ii) Nothing has been omitted from any information provided to the Debenture Trustee and no information has been given or withheld that results in such information being untrue or misleading in any material respect

h. No proceedings pending or threatened

No litigation, arbitration, investigative or administrative proceedings of or before any court, arbitral body or agency which, if adversely determined, will have a Material Adverse Effect, have (to the best of its knowledge and belief after due and careful enquiry) been started or threatened against the Company.

i. Title

The Company has good and marketable title to, or valid leases and licences of or is otherwise entitled to use, all material assets necessary or desirable for it to carry on its business as it is being or is proposed to be conducted. The Company has provided title

	<p>report in respect of the Secured Assets (wherever applicable) to the satisfaction of the Debenture Trustee.</p> <p>j. No immunity The Company's assets are not entitled to immunity from suit, execution, attachment or other legal process India.</p> <p>k. Solvency</p> <p>(i) The Company is able to, and has not admitted its inability to, pay its debts as they mature and has not suspended making payment on any of its debts.</p> <p>(ii) The Company, by reason of actual or anticipated financial difficulties, has not commenced, and does not intend to commence, negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness.</p> <p>(iii) The value of the assets of the Company is more than its liabilities (taking into account contingent and prospective liabilities) and it has sufficient capital to carry on its business.</p> <p>(iv) No moratorium has been, or may, in the reasonably foreseeable future be, declared in respect of any indebtedness of the Company.</p> <p>l. Approvals Except for any approvals as may be required in connection with the Project/business subsequent to the date hereof, the Company hereby confirms that all approvals necessary under Applicable Law with respect to the business of the Company, have been taken by it and the same are valid and subsisting as at the date hereof.</p> <p>m. Defaulter's List The names of the Company and/ or its directors do not figure in any list of defaulters circulated by the RBI or any bank or financial institution nor do the names of its directors appear in caution list issued by RBI/ Export Credit Guarantee Corporation / Director General of Foreign Trade etc.</p> <p>n. Remuneration/ expenses of Debenture Trustee The remuneration/ fees/ expenses payable to the Debenture Trustee pursuant to the terms of the Transaction Documents arises on account of the provision of services by the Debenture Trustee and the obligations undertaken by the Debenture Trustee under the Transaction Documents are in the nature of service.</p>
<p>Information Covenant</p>	<p><i>The Company shall provide or cause to be provided to the Debenture Trustee, in form and substance reasonably satisfactory to the Debenture Trustee, each of the following items, as soon as available, and in any event within 120 (One Hundred and Twenty) calendar days after the end of each Financial Year of the Company:</i></p> <p><i>i. a certificate from the independent chartered accountant confirming the value the Hypothecated Assets; and</i></p> <p><i>ii. such additional information or documents as the Debenture</i></p>

	<i>Trustee may reasonably request.</i> Further, the Issuer would provide confirmations as set out under the Accelerated Redemption Event clause on a half yearly basis.
Clear Market Restrictions	<i>Also, no further issue of debentures would be undertaken under the ISIN for this issue till the tenor of the Debentures.</i>
Governing Law and Jurisdiction	The Debentures are governed by and shall be construed in accordance with the existing laws of India. Any dispute arising thereof shall be subject to the jurisdiction of district courts of Mumbai, India.

Illustration of Cash Flows:

Company	360 ONE PRIME LIMITED (FORMERLY KNOWN AS IIFL WEALTH PRIME LIMITED) (the "Issuer")
Tenure	730 Days from the Deemed Date of Allotment
Face Value	Rs. 1,00,000/- Per Debenture
Issue Price	Rs. 1,00,000/- Per Debenture
Date of Allotment	19-Jun-2024
Redemption Date	19-Jun-2026
Redemption Premium	Nil
Coupon Rate	9.50%
Frequency of the interest payment with specified dates	Annually (19-Jun-2025, 19-Jun-2026)
Day count Convention	Actual / Actual

Illustrative Cashflow:

Cash flow for Investors	
Dates	Cash flow
19-Jun-24	-1,00,000
19-Jun-25	9,500
19-Jun-26	9,500
19-Jun-26	1,00,000
XIRR	9.50%

The above table is for illustration purposes only, actual cashflow might differ from above. The above working is as per the clauses mentioned in the Term Sheet / IM of the Issue

MANNER OF SETTLEMENT

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

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

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

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

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

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

Annexure C (Debenture Trustee Consent)



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

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

Kind Attn: Mr. Niraj Murarka (COO)

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

Dear Sir,

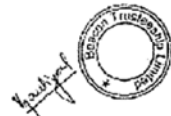
This is with reference to our discussion regarding appointment of Beacon Trusteeship Limited as Debenture Trustee for Secured Listed Non-Convertible Debentures aggregating to Rs. 1000.00 Crores

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

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

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

Yours faithfully
For Beacon Trusteeship Limited



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

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

Authorised Signatory



BEACON TRUSTEESHIP LTD.

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

CIN: U74999MH2015PLC271288

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

Annexure D (Rating Letter and Rational)



ICRA

ICRA Limited

CONFIDENTIAL

Ref: ICRA/360 ONE Prime Limited/29052024/7

Date: May 29, 2024

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

Dear Sir,

Re: ICRA rating for Rs. 1,500 crore NCD Programme of 360 ONE Prime Limited (instrument details in Annexure)

This is with reference to your email for re-validating your rating for the NCD Programme of Rs. 1,500 crore.

We confirm that the “[ICRA]AA” (pronounced as ICRA Double A) rating with a Stable outlook, assigned to the captioned NCD borrowing Programme of your company and last communicated to you vide our letter dated February 23, 2024 stands. Instruments with this rating are considered to have high degree of safety regarding timely servicing of financial obligations. Such instruments carry very low credit risk.

The other terms and conditions for the credit rating of the aforementioned instrument shall remain the same vide our letter Ref: ICRA/360 ONE Prime Limited/23022024/1 dated February 23, 2024.

The rating, as aforesaid, however, should not be treated as a recommendation to buy, sell or hold long term debt/non-convertible debenture to be issued by you.

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

With kind regards,

Yours sincerely,

For ICRA Limited

ANIL
GUPTA
Digitally signed
by ANIL GUPTA
Date: 2024.05.29
16:59:55 +05'30'

ANIL GUPTA
Senior Vice President
anilg@icraindia.com

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

Tel.: +91.22.61693300
CIN: L749999DL1991PLC042749

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

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

RATING

RESEARCH

INFORMATION



Annexure

LIST OF ALL INSTRUMENT RATED (WITH AMOUNT OUTSTANDING)

ISIN	Instrument Name	Amount Rated (Rs. crore)	Current Rating and Outlook
INE248U07EZ1	NCD Programme	50.00	[ICRA]AA (Stable)
INE248U07EZ1	NCD Programme	35.00	[ICRA]AA (Stable)
INE248U07FA1	NCD Programme	400.00	[ICRA]AA (Stable)
INE248U07FA1	NCD Programme	100.00	[ICRA]AA (Stable)
INE248U07FB9	NCD Programme	100.00	[ICRA]AA (Stable)
INE248U07FC7	NCD Programme	50.00	[ICRA]AA (Stable)
Not Placed	NCD programme	765.00	[ICRA]AA (Stable)
	Total	1,500.00	



ICRA

ICRA Limited

CONFIDENTIAL

Ref: ICRA/360 ONE Prime Limited/29052024/3

Date: May 29, 2024

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

Dear Sir,

Re: ICRA rating for Rs. 1,500 crore NCD Programme of 360 ONE Prime Limited (instrument details in Annexure)

This is with reference to your email for re-validating your rating for the NCD Programme of Rs. 1,500 crore.

We confirm that the “[ICRA]AA” (pronounced as ICRA Double A) rating with a Stable outlook, assigned to the captioned NCD borrowing Programme of your company and last communicated to you vide our letter dated February 26, 2024 stands. Instruments with this rating are considered to have high degree of safety regarding timely servicing of financial obligations. Such instruments carry very low credit risk.

The other terms and conditions for the credit rating of the aforementioned instrument shall remain the same vide our letter Ref: ICRA/360 ONE Prime Limited/26022024/6 dated February 26, 2024.

The rating, as aforesaid, however, should not be treated as a recommendation to buy, sell or hold long term debt/non-convertible debenture to be issued by you.

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

With kind regards,

Yours sincerely,

For ICRA Limited

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

Digitally signed
by ANIL GUPTA
Date: 2024.05.29
17:00:13 +05'30'

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

Tel.: +91.22.61693300
CIN: L749999DL1991PLC042749

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

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

RATING

RESEARCH

INFORMATION



Annexure

LIST OF ALL INSTRUMENT RATED (WITH AMOUNT OUTSTANDING)

ISIN	Instrument Name	Amount Rated (Rs. crore)	Current Rating and Outlook
INE248U07DR0	NCD Programme	254.29	[ICRA]AA (Stable)
INE248U07DR0	NCD Programme	499.17	[ICRA]AA (Stable)
INE248U07EG1	NCD programme	41.50	[ICRA]AA (Stable)
INE248U07EG1	NCD programme	10.00	[ICRA]AA (Stable)
INE248U07EY4	NCD programme	150.00	[ICRA]AA (Stable)
Not Placed	NCD programme	545.04	[ICRA]AA (Stable)
	Total	1,500.00	

Annexure E

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

Approve the Increase In Borrowing Limits Of The Company:

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

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

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

Certified true copy

For 360 ONE Prime Limited

(formerly Known as IIFL Wealth Prime Limited)

Sd/-

Amit Bhandari

Company Secretary

Membership No.: A25871

Annexure F (Shareholder Resolution)

CERTIFIED TRUE COPY OF THE SPECIAL RESOLUTION PASSED BY THE MEMBERS OF 360 ONE PRIME LIMITED (FORMERLY KNOWN AS IIFL WEALTH PRIME LIMITED) ("THE COMPANY") AT THEIR EXTRA ORDINARY GENERAL MEETING HELD ON FEBRUARY 13, 2024.

APPROVING THE OFFER AND INVITATION TO SUBSCRIBE TO NON-CONVERTIBLE DEBENTURES ON PRIVATE PLACEMENT DURING THE FINANCIAL YEAR 2024-25:

"RESOLVED THAT pursuant to the provisions of Section 42 and other applicable provisions, if any, of the Companies Act, 2013 and applicable Rules made thereunder and in accordance with the enabling provisions of the Memorandum and Articles of Association of the Company; and the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 as amended and subject to compliance with other applicable law, rules, directions issued by the government or any other regulatory authority, the consent of the Members of the Company be and is hereby accorded to the Board of Directors of the Company (hereinafter referred to as 'the Board' which term shall be deemed to include any Committee which the Board may have constituted or hereinafter constitute to exercise its powers including the powers conferred by this Resolution) to issue, offer and allot Secured/ Unsecured/ Listed/ Unlisted/ Rated/ Unrated/ Perpetual/ Subordinated/ Structured Products/ Market Linked/ Principal Protected/ Fixed Maturity Non-Convertible Debentures of the Company aggregating upto Rs. 5,000 Crore (INR Five Thousand Crore only) on a private placement basis in one or more tranches, during the financial year 2024-25 and on such terms and conditions as may be determined by the Board (including the Resource Raising Committee or any other Committee thereof), from time to time and consider proper and more beneficial to the Company including, without limitation, as to when the said Debentures are to be issued & allotted, the consideration for the issue, mode of payment, coupon rate, redemption period, utilization of the issue proceeds and all matters connected therewith or incidental thereto and to select, appoint or change and finalize the remuneration and other applicable terms and conditions of various agencies, including but not limited to credit rating agencies, trustee, legal counsels, arrangers and any other agency(ies) associated with the issue of secured / unsecured redeemable non-convertible debentures.;

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

CERTIFIED TRUE COPY

For 360 ONE Prime Limited

(Formerly known as IIFL Wealth Prime Limited)

Sd/-

Amit Bhandari

Company Secretary & Compliance Officer

Membership No. A25871

Annexure G1

Board Resolution

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF 360 ONE PRIME LIMITED (FORMERLY KNOWN AS IIFL WEALTH PRIME LIMITED) AT ITS MEETING HELD ON JANUARY 17, 2024.

TO CONSIDER AND APPROVE THE ISSUE AND OFFER OF NON-CONVERTIBLE DEBENTURES ON PRIVATE PLACEMENT BASIS AGGREGATING UPTO RS. 5000 CRORE DURING THE FINANCIAL YEAR 2024-25:

“RESOLVED THAT in pursuant to the provisions of Section 23, 42 & 71 and other applicable provisions, if any, of the Companies Act, 2013 and applicable Rules made thereunder and in accordance with the enabling provisions of the Memorandum and Articles of Association of the Company and the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, and all other acts, rules, regulations, circulars, notifications as may be applicable to the Company in this regard, from time to time, subject to approval of members of the Company and subject to compliance with the other applicable law, rules, directions issued by the Reserve Bank of India, the Securities and Exchange Board of India, the Government or any Regulator or Authority in this regard, the consent of the Board of Directors of the Company be and is hereby accorded to offer and issue, Secured/ Unsecured, Listed/ Unlisted/ Rated/ Unrated/ Perpetual/ Sub-ordinated/ Structured Products/ Market Linked/ Principal Protected & unprotected / Fixed Maturity, Non-Convertible Debentures (hereinafter referred to as “NCDs”) aggregating upto Rs. 5,000 Crore (INR Five Thousand Crore only) on private placement basis in one or more tranches and/or series during the financial year 2024-25;

RESOLVED FURTHER THAT the Board (including the Resource Raising Committee or any other committee(s) constituted thereof), be and is hereby authorized to determine and approve, the terms and conditions in relation to the offer, issue, allotment, credit, pre-mature redemption, redemption and extinguishment of the NCDs on private placement basis at their absolute discretion, number of NCDs to be offered, issued and allotted in one or more tranches, the timing, nature, type, pricing, coupon rate, minimum subscription, retention of oversubscription, etc., if any, and to approve and make changes to the Information Memorandum, including any corrigendum, amendments, supplements, etc. thereto, and to do all such ancillary and incidental acts, deeds and things including but not limited to execution of Debenture Trust Deed, Debenture Trustee Appointment Agreement, Valuation Agency Agreement, Credit Rating Agency Appointment Agreement, application to stock exchange(s) to seek in-principle approval, and such documents, instruments, writings, etc. in connection with the offer and issue of the NCDs aggregating upto INR 5,000 Crore;

RESOLVED FURTHER THAT any Director, Chief Executive Officer, Chief Financial Officer, Company Secretary, Mr. Niraj Murarka - Chief Investment Officer, Ms. Charu Kalita, Mr. Jay Gandhi and Mr. Rakesh Chandnani be and are hereby severally authorized on behalf of the Company to enter into and execute all such agreements/ arrangements as may be required for appointing Debenture Trustee, Legal Advisors, Depositories, Custodians, Registrar and Transfer Agents to the Issue, Credit Rating Agency(ies), and such other intermediaries / agencies as may be involved and, or concern in such offer and issue of NCDs, including the payment of commission, brokerage, fees, etc. as they may deem fit;

RESOLVED FURTHER THAT the above mentioned signatories be and are hereby severally authorized to sign, execute, submit and do all such incidental and ancillary acts, deeds, matters and things as they may, in their absolute discretion deem necessary or desirable to give effect to this Resolution.

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

CERTIFIED TRUE COPY

For 360 ONE Prime Limited
(Formerly known as IIFL Wealth Prime Limited)

Sd/-
Amit Bhandari
Company Secretary & Compliance Officer
Membership No. A25871

Annexure G2

Resource Raising Committee Resolution

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

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

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

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

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

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

For 360 ONE Prime Limited

(Formerly known as IIFL Wealth Prime Limited)

Sd/-

Amit Bhandari

Company Secretary & Compliance Officer

Membership No. A25871

Annexure H
Due Diligence Certificate- Annexure A



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

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

Date: 28th February 2024

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

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

Dear Sir / Madam,

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

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

WE CONFIRM that:

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

For Beacon Trusteeship Limited


Pratibha Tripathi
Company Secretary



Place: Mumbai

BEACON TRUSTEESHIP LIMITED

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

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

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

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

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

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

Date: 28th February 2024

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

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

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

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

WE CONFIRM that:

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



BEACON TRUSTEESHIP LIMITED

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

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

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

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

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

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

For Beacon Trusteeship Limited

Pratibha

Pratibha Tripathi
Company Secretary

Place: Mumbai



Annexure I

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

Annexure J

APPLICATION FORM

DEBENTURE SERIES APPLICATION FORM SERIAL NO.

DEBENTURES APPLIED FOR:
(Minimum Application of ___ Debenture and in multiples of ___ thereafter)
1) Product Code -
Number of Debentures ___ In words ___
Nominal Amount ___ In words Rupees ___
Premium ___ In words Rupees ___
(Minimum Application of ___ Debenture and in multiples of ___ thereafter)
2) Product Code -
Number of Debentures ___ In words ___
Nominal Amount ___ In words Rupees ___
Premium ___ In words Rupees ___

DETAILS OF PAYMENT*:
Date of Cheque / RTGS / NEFT Bank Name and Address of Branch on which Cheque is drawn or Electronic Fund Transfer (RTGS/ NEFT) is made:
Cheque / NEFT Number / UTR Number:
Bank Account Number: MICR Code:
Total Amount (in Figures)
Total Amount (in words)

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

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

Grid for applicant's name in full (CAPITALS)

*FATHER’S NAME IN FULL (CAPITALS)

Grid for father's name in full (CAPITALS)

*OCCUPATION- *NATIONALITY-

*PAN - IT CIRCLE/WARD/DISTRICT -

(note: fields marked (*) are mandatory)

SECOND APPLICANT’S NAME IN FULL (CAPITALS)

Grid for second applicant's name in full (CAPITALS)

PAN - IT CIRCLE/WARD/DISTRICT -

THIRD APPLICANTS NAME IN FULL (CAPITALS)

Grid for third applicant's name in full (CAPITALS)

PAN - IT CIRCLE/WARD/DISTRICT -

FIRST/SOLE APPLICANT'S ADDRESS

ADDRESS														
STREET														
CITY														
PIN					PHONE					FAX				
E-mail														

Investor Category Code (please refer instructions: _____)

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

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

RESIDENTIAL STATUS INDIAN () NON INDIAN ()

TAX RESIDENTIAL STATUS RESIDENT () NON-RESIDENT ()

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

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

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

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

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

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

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

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

I/We understand that: i) in case of issue and allotment of Debentures to me/us, my/our Beneficiary Account as mentioned above would get credited to the extent of allotted Debentures, ii) the Applicant must ensure that the

sequence of names as mentioned in the Application Form matches the sequence of name held with our Depository Participant, iii) if the names of the Applicant(s) in this application are not identical and also not in the same order as the Beneficiary Account details with the above mentioned Depository Participant or if the Debentures can not be credited to my/our Beneficiary Account for any reason whatsoever, the Company shall be entitled at its sole option to reject the application.

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

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

Name of the Authorised Signatory (ies)	Designation	Signature

#Sole/First Applicant's

Second Applicant's

Third Applicant's

Signature

Signature

Signature

Date: _____

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

FOR OFFICE USE ONLY

DATE OF RECEIPT _____	DATE OF CLEARANCE _____
-----------------------	-------------------------

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

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

360 ONE PRIME LIMITED - ACKNOWLEDGMENT SLIP

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

Received from _____

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

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

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

Debenture Trustee Name: Beacon Trusteeship Limited

INSTRUCTIONS

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

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

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

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

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

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

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

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