

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

GENERAL INFORMATION DOCUMENT

General Information Document Number: IML/GID/2024/1



INDEL MONEY LIMITED ("Issuer" / "Company")

A public limited company incorporated under the provisions of the Companies Act, 1956 and validly existing under the provisions of the Companies Act, 2013.

General Information Document for issue of Non-Convertible Securities on a private placement basis dated: 05th October 2024.

ISSUE OF SENIOR / UNSUBORDINATED / SUBORDINATED, SECURED / UNSECURED, RATED, LISTED, PRINCIPAL PROTECTED OR NOT, MARKET LINKED OR NOT, GREEN DEBT SECURITIES OR NOT, NON-CONVERTIBLE SECURITIES AGGREGATING FOR AN AMOUNT AS SHALL BE MORE PARTICULARLY SET OUT IN THE KEY INFORMATION DOCUMENT, IN MULTIPLE TRANCHES / ISSUANCES, FOR CASH, AT PAR OR AT PREMIUM OR AT DISCOUNT, EITHER FULLY PAID ISSUANCE OR PARTLY PAID ISSUANCE, IN A DEMATERIALIZED FORM ON A PRIVATE PLACEMENT BASIS OR THE ISSUE OF GUARANTEED OR NOT, LISTED COMMERCIAL PAPERS (THE "ISSUE") BY INDEL MONEY LIMITED (THE "COMPANY") OR ("ISSUER").



PART A: DISCLOSURES AS PER SEBI NCS Regulations:



*** Please refer pages 1-4 for all information required to be placed on the front page of a General Information Document as per Schedule I of the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021.*


Please see below the disclosures as required under the terms of the SEBI NCS Regulations (as defined below): The below disclosures as set out in this General Information Document shall be valid and applicable unless otherwise modified in the respective Key Information Document as shall be issued by the Issuer from time to time.

This General Information Document is valid for a period of 1 (one) year from the first issue opening date.

S. No.	Particulars	Relevant Disclosure
1.	Corporate Identity Number of the Issuer:	U65990MH1986PLC040897
2.	Permanent Account Number of the Issuer:	AAACP9568M
3.	Date and place of Incorporation of the Issuer:	Date of incorporation: 11 th September 1986 Place of incorporation: Maharashtra, India
4.	Latest registration / identification number issued by any regulatory authority which regulates the Issuer (in this case the RBI):	B-13.01564 dated 27 th September 2021.
5.	Registered Office address of the Issuer:	Office No. 301, Floor No.3, Sai Arcade N.S Road, Mulund West Mumbai - 400080, Maharashtra, India.
6.	Corporate Office address of the Issuer:	Indel House, Changampuzha Nagar South Kalamassery Ernakulam - 682033, Kerala, India

S. No.	Particulars	Relevant Disclosure
7.	Telephone No of the Issuer:	+91 8606966126
8.	Details of Compliance officer of the Issuer:	Name: HANNA P NAZIR Telephone Number: +91 484 2933988 Email address: cs@indelmoney.com
9.	Details of Company Secretary of the Issuer:	Name: HANNA P NAZIR Telephone Number: +91 484 2933988 Email address: cs@indelmoney.com
10.	Details of Chief Financial Officer of the Issuer:	Name: NARAYANAN P Telephone Number: +91 484 2933989 Email address: cfo@indelmoney.com
11.	Details of Promoters of the Issuer:	Name: Indel Corporation Private Limited Telephone Number: +91 484 293 3999 Email address: cs@indelcorp.in
12.	Website address of the Issuer:	www.indelmoney.com
13.	Email address of the Issuer:	care@indelmoney.com
14.	Details of debenture trustee for the Issue:	Name: Vardhman Trusteeship Private Limited Address: 3 rd Floor, Room No - 15 6, Lyons Range, Turner Morrison House, Kolkata, West Bengal - 700001, India Logo:  Telephone Number: +91 22 4264 8335 Fax No.: Not Applicable Email address: compliance@vardhmantrustee.com Contact person: Mr. Rushabh Desai Or such other Debenture Trustee as shall be set out in the respective Key Information Document.
15.	Details of credit Rating Agent for the Issue:	Name: CRISIL RATINGS LIMITED Address: CRISIL House, Central Avenue, Hiranandani Business Park, Powai, Mumbai - 400 076, Maharashtra, India Logo:  Telephone Number: +91 22 3342 3000 Email address: crisilratingdesk@crisil.com Contact person: Mr. Krishnan Sitaraman Or such other Rating Agent as shall be set out in the respective Key Information Document.
16.	Disclosure of filing	Given this is a private placement of non-convertible securities, there shall be no requirement of filing the same with the Registrar

S. No.	Particulars	Relevant Disclosure
		of Companies pursuant to the Section 26(4) of the Companies Act, 2013.
17.	Date of General Information Document	05 th October 2024 This General Information Document is valid for a period of 1 (one) year from the first issue opening date.
18.	Type of General Information Document	This General Information Document is being issued in relation to the private placement basis of Non-Convertible Securities.
19.	The nature, number, price and amount of securities offered and issue size (base issue or green shoe), as may be applicable	Base Issue: Kindly refer to the respective Key Information Document Green Shoe: Kindly refer to the respective Key Information Document
20.	The aggregate amount proposed to be raised through all the stages of offers of non-convertible securities made through the General Information Document (applicable only in case of public issuance)	Not applicable.
21.	Details of Registrar to the Issue:	Name: Link Intime India Private Limited Address: C-101, 1 st Floor, 247 Park, Lal Bahadur Shastri Marg, Vikhroli (West), Mumbai, Maharashtra - 400083, India Logo:  Telephone Number: +91 22 4918 6195 Website: www.linkintime.co.in Email address: debtca@linkintime.co.in Contact Person: Mr. Ganesh Jadhav Or such other Registrar as shall be set out in the respective Key Information Document.
22.	Legal Counsel	Name: Juris Corp, Advocates & Solicitors Logo:  Contact Person: Partner, Securities Address: 302, Century Bhavan, 3 rd Floor, Dr Annie Besant Road, Worli, Mumbai – 400 030, India Email: securities@juriscorp.in Tel: 022 6720 5555 Website: www.juriscorp.in Or such other Legal Counsel as shall be set out in the respective Key Information Document.

S. No.	Particulars	Relevant Disclosure
23.	Statutory Auditor	 <p>Logo:</p> <p>Name: Bhatler & Company, Chartered Accountant Address: 307, Tulsiani Chambers, Nariman Point, Mumbai, Maharashtra - 400021 Website: Not Applicable Email address: dhbhatler@gmail.com Telephone Number: 022-22853039/30208868 Contact Person: D.H. Bhatler Peer review certificate no.: 012648 (A copy of the same is attached in Annexure XI of this General Information Document) Or such other Statutory Auditor as shall be set out in the respective Key Information Document.</p>
24.	Issue Schedule	<p>Date of opening of the Issue: As set out in the respective Key Information Document</p> <p>Date of closing of the Issue: As set out in the respective Key Information Document</p> <p>Date of earliest closing of the Issue (if any): As set out in the respective Key Information Document</p> <p>This General Information Document shall be issued as on 05th October 2024 and shall be valid for a period of 1 (one) year from the first issue opening date under this General Information Document.</p>
25.	Credit Rating of the Issue	<p>The Rating Agent has vide its letter dated 04th October 2024 and rating rationale and its press release dated 04th October 2024 assigned a rating of "CRISIL BBB+ / Outlook: Stable" (pronounced as "Triple B plus, Outlook: Stable") in respect of the Debentures. Please refer to Annexure II of this General Information Document for the credit rating letter and rating rationale received from the Rating Agent assigning the credit rating abovementioned and the press release by the Rating Agent in this respect.</p> <p>Link for the press release: https://shorturl.at/DHmre</p> <p>Or such other rating as shall be assigned from time to time and as shall be set out in the respective Key Information Document.</p>
26.	All the ratings obtained for the private placement of Issue	Please refer to S.no 25 (<i>Credit Rating of the Issue</i>) above.
27.	The name(s) of the stock exchanges where the securities are proposed to be listed, subject to change	The Non-Convertible Securities are proposed to be listed on the wholesale debt market of the BSE Limited (" BSE ") and / or National Stock Exchange of India Limited (" NSE ").

S. No.	Particulars	Relevant Disclosure				
		Please refer to Annexure VI (<i>In-Principle approval received from BSE and / or NSE</i>) of this General Information Document for the in-principle approval for listing obtained from BSE and / or NSE). BSE shall be the 'Designated Stock Exchange' for the purpose of maintenance of the recovery expense fund prescribed by SEBI under the SEBI Debenture Trustees Circular, as may be amended from time to time.				
28.	The details about eligible investors;	As shall be more particularly set out in the respective Key Information Document.				
29.	Coupon rate, coupon payment frequency, redemption date, redemption amount and details of debenture trustee	As specified in the respective Key Information Document. The details of Debenture Trustee are provided under S. No. 14 of this table above.				
30.	Nature and issue size, base issue and green shoe option, if any, shelf or tranche size, each as may be applicable	Issue Size - Kindly refer to the respective Key Information Document Base Issue Size - As set out in the respective Key Information Document. Green shoe option - As set out in the respective Key Information Document.				
31.	Details about underwriting of the issue including the amount undertaken to be underwritten by the underwriters:	Kindly refer to the respective Key Information Document				
32.	Inclusion of a compliance clause in relation to electronic book mechanism and details pertaining to the uploading the General Information Document on the Electronic Book Provider Platform, if applicable.	<p>The issuance has to be complied with the provisions of EBP mechanism as per the SEBI NCS Master Circular upon the issue size exceeding the prescribed threshold. As of the date of this General Information Document, the prescribed threshold is INR 50,00,00,000/- (Indian Rupees Fifty Crores Only). Until the aggregate issue size does not exceed the above threshold in a given financial year, the EBP Guidelines will not be applicable. In case the issue size exceeds the above threshold in a given financial year, the final subscription to the Non-Convertible Securities shall be made by the Eligible Investors through the electronic book mechanism as prescribed by SEBI under the EBP Guidelines by placing bids on the electronic book platform during the Issue period. In case the Eligible Investors are not registered on the EBP, they will have to register themselves as investor on the said platform (as a one-time exercise) and also complete the mandatory KYC verification process. The Eligible Investors should also refer to the operational guidelines of the EBP in this respect. The disclosures required pursuant to the EBP Guidelines are set out hereinbelow:</p> <table border="1" data-bbox="724 1800 1487 2018"> <tbody> <tr> <td data-bbox="724 1800 1091 1912">Details of size of the Issue including green shoe option, if any</td> <td data-bbox="1091 1800 1487 1912">Total Issue size of Issue: Kindly refer to the respective Key Information Document</td> </tr> <tr> <td data-bbox="724 1912 1091 2018">Bid opening and closing date</td> <td data-bbox="1091 1912 1487 2018">Bid opening date: Kindly refer to the respective Key Information Document</td> </tr> </tbody> </table>	Details of size of the Issue including green shoe option, if any	Total Issue size of Issue: Kindly refer to the respective Key Information Document	Bid opening and closing date	Bid opening date: Kindly refer to the respective Key Information Document
Details of size of the Issue including green shoe option, if any	Total Issue size of Issue: Kindly refer to the respective Key Information Document					
Bid opening and closing date	Bid opening date: Kindly refer to the respective Key Information Document					

S. No.	Particulars	Relevant Disclosure
		Bid closing date: Kindly refer to the respective Key Information Document
		Minimum Bid lot Kindly refer to the respective Key Information Document
		Manner of bidding in the Issue Kindly refer to the respective Key Information Document
		Manner of allotment in the Issue Kindly refer to the respective Key Information Document
		Manner of settlement in the Issue Kindly refer to the respective Key Information Document
		Settlement cycle Kindly refer to the respective Key Information Document
33.	Specific declaration requested by BSE: non-equity regulatory capital	Kindly refer to the respective Key Information Document

Background

This General Information Document (as defined below) is related to the issue of senior / unsubordinated / subordinated, secured / unsecured, rated, listed, non-convertible securities to be issued in multiple tranches/issuances, secured/unsecured, principal protected or not, market linked or not, redeemable/perpetual, green debt securities or not, for cash at par or at premium or at discount, either fully paid issuance or partly paid issuance, in a dematerialised form on a private placement basis by **Indel Money Limited** (the “**Issuer**” or “**Company**”) and contains relevant information and disclosures required for the purpose of issuing of the Non-Convertible Securities. The issue of the Non-Convertible Securities comprised in the Issue and described under this General Information Document shall be authorised by the Issuer through resolutions of the shareholders of the Issuer and the Board of Directors of the Issuer, the details of which shall be more particularly set out in the respective Key Information Document and has been authorised by the Memorandum and Articles of Association of the Company. The details of the corporate authorizations i.e. the resolution passed by the board of directors of the Issuer and the resolution passed by the shareholders of the Issuer shall be set out in each of the relevant Key Information Document that shall be issued by the Company from time to time for the purpose of issuance of the Non-Convertible Securities. The Issuer shall ensure that at all times, such relevant issuance of the Non-Convertible Securities shall be within the limits as shall be prescribed in such relevant resolution.

THIS GENERAL INFORMATION DOCUMENT IS NEITHER A PROSPECTUS NOR A STATEMENT IN LIEU OF A PROSPECTUS AND DOES NOT CONSTITUTE AN OFFER TO THE PUBLIC GENERALLY TO SUBSCRIBE FOR OR OTHERWISE ACQUIRE THE NON-CONVERTIBLE SECURITIES TO BE ISSUED UNDER THE ISSUE.

THIS GENERAL INFORMATION DOCUMENT IS PREPARED AND ISSUED IN CONFORMITY WITH THE SECURITIES AND EXCHANGE BOARD OF INDIA (ISSUE AND LISTING OF NON-CONVERTIBLE SECURITIES) REGULATIONS, 2021, ISSUED VIDE NOTIFICATION NUMBER SEBI/LAD-NRO/GN/2021/39 DATED 09TH AUGUST 2021, AS AMENDED FROM TIME TO TIME, READ WITH THE CIRCULARS ISSUED THEREUNDER; THE MASTER CIRCULAR FOR ISSUE AND LISTING OF NON-CONVERTIBLE SECURITIES, SECURITISED DEBT INSTRUMENTS, SECURITY RECEIPTS, MUNICIPAL DEBT SECURITIES AND COMMERCIAL PAPER ISSUED BY SECURITIES AND EXCHANGE BOARD OF INDIA, ISSUED VIDE CIRCULAR NO. SEBI/HO/DDHS/PoD1/P/CIR/2024/54 DATED MAY 22, 2024, AS AMENDED FROM TIME TO TIME, THE PRIVATE PLACEMENT OFFER CUM APPLICATION LETTER PURSUANT TO SECTION 42 OF THE COMPANIES ACT, 2013 READ WITH RULE 14 OF THE COMPANIES (PROSPECTUS AND ALLOTMENT OF SECURITIES) RULES, 2014 AND PURSUANT TO SECTION 71 OF THE COMPANIES ACT, 2013 READ WITH RULE 18 OF THE COMPANIES (SHARE

CAPITAL AND DEBENTURES) RULES, 2014 (AS APPLICABLE) FOR ISSUE OF NON-CONVERTIBLE SECURITIES ON A PRIVATE PLACEMENT BASIS.**Wilful Defaulters**

The Issuer, its directors and promoters have not been declared as a wilful defaulter by RBI or any other authority. Please refer to Section 6 (*Disclosures pertaining to wilful defaulters*) for the disclosures pertaining to wilful default.

Issuer's Absolute Responsibility

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

Particulars	Date
Validity period of the General Information Document	From 05 th October 2024 to 04 th October 2025
Issue Opening Date	Kindly refer to the respective Key Information Document
Issue Closing Date	Kindly refer to the respective Key Information Document
Pay In Date	Kindly refer to the respective Key Information Document
Deemed Date of Allotment	Kindly refer to the respective Key Information Document

GENERAL RISK

INVESTMENT IN THE NON-CONVERTIBLE SECURITIES INVOLVES A DEGREE OF RISK AND PROSPECTIVE INVESTORS SHOULD NOT INVEST ANY FUNDS IN THIS ISSUE UNLESS THEY CAN AFFORD TO TAKE THE RISK OF LOSING THEIR INVESTMENT AND SUCH RISKS AS ATTACHED TO SUCH INVESTMENTS. PROSPECTIVE INVESTORS ARE ADVISED TO MAKE AN INFORMED DECISION AND TO READ **SECTION 3 (RISK FACTORS)** OF THIS GENERAL INFORMATION DOCUMENT CAREFULLY BEFORE TAKING AN INVESTMENT DECISION IN THIS ISSUE OF NON-CONVERTIBLE SECURITIES. FOR THE PURPOSES OF TAKING AN INVESTMENT DECISION, PROSPECTIVE INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE ISSUER, THE ISSUE, THE GENERAL INFORMATION DOCUMENT AND THE KEY INFORMATION DOCUMENT TO BE ISSUED FROM TIME TO TIME INCLUDING THE RISKS INVOLVED IN IT. SPECIFIC ATTENTION OF THE PROSPECTIVE INVESTORS IS INVITED TO THE STATEMENT OF RISK FACTORS CONTAINED UNDER **SECTION 3 (RISK FACTORS)** OF THIS GENERAL INFORMATION DOCUMENT. THESE RISKS ARE NOT, AND ARE NOT INTENDED TO BE, A COMPLETE LIST OF ALL RISKS AND CONSIDERATIONS RELEVANT TO THE NON-CONVERTIBLE SECURITIES OR PROSPECTIVE INVESTOR'S DECISION TO PURCHASE SUCH NON-CONVERTIBLE SECURITIES.

PROSPECTIVE INVESTORS SHOULD CONSULT THEIR OWN LEGAL, REGULATORY, TAX, FINANCIAL AND/OR ACCOUNTING ADVISORS ABOUT RISKS ASSOCIATED WITH AN INVESTMENT IN SUCH NON-CONVERTIBLE SECURITIES AND THE SUITABILITY OF INVESTING IN SUCH NON-CONVERTIBLE SECURITIES IN LIGHT OF THEIR PARTICULAR CIRCUMSTANCES.

THE ISSUE OF NON-CONVERTIBLE SECURITIES HAS NOT BEEN RECOMMENDED OR APPROVED BY THE SECURITIES AND EXCHANGE BOARD OF INDIA ("**SEBI**") NOT DOES SEBI GUARANTEE THE ACCURACY AND ADEQUACY OF THE INFORMATION CONTAINED HEREIN.

Listing

The Non-Convertible Securities are proposed to be listed on the wholesale debt market of the BSE. The Issuer has obtained an in-principle approval from the Stock Exchange(s), a copy of which is attached herewith in Annexure VI.

The Issuer, with prior notice to the Debenture Trustee, may get the Non-Convertible Securities listed on other material stock exchanges as it deems fit. The Issuer shall comply with the requirements of the listing agreement to the extent applicable to it on a continuous basis.

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SECTION 1: DEFINITIONS AND ABBREVIATIONS

Unless the context otherwise indicates or requires or unless a different meaning is provided to it in the respective Key Information Document or the relevant Transaction Document, the following terms shall have the meanings given below in this General Information Document.

Act	means the Companies Act 2013 and includes any rules, circulars, notifications and orders framed/ issued thereunder and any statutory modifications, re-enactments or amendments thereof or of such rules, circulars, notifications, orders, as issued from time to time.
Allot/Allotment/Allotted	The allotment of the Non-Convertible Securities pursuant to this Issue.
Applicable Accounting Standards	shall mean (a) until the adoption of Indian Accounting Standards (Ind-AS) in accordance with Applicable Law, generally accepted accounting principles in India, and (b) thereafter, Indian Accounting Standards, in each case as amended, supplemented or re-issued from time to time, applied on a consistent basis both as to amounts and to classification of items.
Applicable Law	shall mean any statute, national, state, provincial, local, municipal or other law, regulation, ordinance, rule, judgment, order, decree, byelaws, approval of Governmental Authority, directives, guidelines, policy requirement, circulars or other governmental restriction or any similar form of decision of or determination by, or any interpretation or administration having the force of law in India of any of the foregoing by Governmental Authority in India.
Applicant	means a Person who is eligible to invest in the Non-Convertible Securities and has submitted / will be submitting an Application for subscribing to the Non-Convertible Securities in accordance with the terms of the General Information Document and other Transaction Documents.
Application Form	means an application for subscribing to the Non-Convertible Securities, which is in the form annexed to this General Information Document and marked as Annexure IV .
Application Monies	means money paid or payable by an Applicant on its Application for subscription to the Non-Convertible Securities.
Assets	means, for any date of determination, the assets of the Issuer on such date as the same would be determined in accordance with the Applicable Accounting Standards.
Beneficial Owner(s)/Debenture Holder(s)	means the Persons who are, for the time being, and from time to time, and who will become the owners of the Tranches/Issuances of the Non-Convertible Securities in electronic (dematerialized) form, and whose names appear in the list of the beneficial owner(s)/register of beneficial owners(s) prepared, held and given by the Depository and shall mean the Secured Debenture Holders and/or the Unsecured Debenture Holders and/ or such other holders of the Non-Convertible Security, as may be contextually applicable, and " Beneficial Owner " means each such Person and includes their respective successors/ transferees and assigns.
Board / Board of Directors	The Board of Directors of the Issuer for the time being and from time to time.
BSE	means the BSE Limited.
Business Day	As specified in the relevant Key Information Document.
CDSL	Central Depository Services (India) Limited.

CERSAI	means the Central Registry of Securitisation Asset Reconstruction and Security Interest.
Client Loan	means each loan disbursed by the Issuer as a lender and “Client Loans” shall construed accordingly.
Company/Issuer	shall mean Indel Money Limited, a company incorporated under the provisions of the Companies Act, 1956 and validly existing under the Companies Act 2013 and registered with the Reserve Bank of India as a non-deposit taking systemically important non-banking finance company with corporate identification number U65990MH1986PLC040897 and having its registered office at Office No.301, Floor No.3, Sai Arcade N.S Road, Mulund West NA Mumbai Mumbai City MH 400080 IN.
Commercial Papers	Shall mean listed, rated, guaranteed or not, commercial papers to be issued by the Company pursuant to the RBI CP Directions and as per the terms as more particularly set out in the relevant Key Information Document at a discount to the face value.
Conditions Precedent	As specified in the relevant Key Information Document.
Conditions Subsequent	As specified in the relevant Key Information Document.
Constitutional Documents / Charter Documents	means the certificate of incorporation of the Issuer, the memorandum of association and articles of association of the Issuer and the certificate of registration issued by the RBI to the Issuer.
Control	shall mean right to appoint majority of the directors or to control the management or policy decisions by a person or persons acting individually or in concert, directly or indirectly, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements or in any other manner.
Debenture Obligations	(a) in respect of Secured Debentures, means the Secured Obligations; and (b) in respect of the Unsecured Debentures mean the Unsecured Obligations.
Debenture Trust Deed	means each of the trust deed to be executed by and between the Debenture Trustee and the Issuer which will set out the terms upon which the respective Tranche/Issuance of the Debentures are being issued and shall include the representations and warranties and the covenants to be provided by the Issuer.
Debenture Trustee	Vardhman Trusteeship Private Limited, a company incorporated under the Companies Act, 1956 and validly existing under the Companies Act, 2013 with corporate identification number U65993WB2010PTC152401, having its registered office at 3 rd Floor, Room No - 15 6, Lyons Range, Turner Morrison House, Kolkata, West Bengal - 700001, India, and corporate office at The Capital, 412 A, A Wing, Bandra Kurla Complex, Bandra (East), Mumbai - 400051, Maharashtra, India and branch Office at 411, 4 th Floor, Antriksh Bhawan, 22, KG Marg, Connaught Place, New Delhi- 110001, India or such other debenture trustee appointed for respective Tranche/ Issuance of the Debentures as more particularly mentioned in the respective Debenture Trustee Agreement.
Debenture Trustee Agreement	means each of the agreement executed / to be executed by and between the Debenture Trustee and the Issuer for the purposes of appointment of the Debenture Trustee to act as debenture trustee in connection with the issuance of the respective Tranche/Issuance of the Debentures.

Debenture Trustees Regulations	means the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993.
Debentures	Listed, rated, redeemable or perpetual, secured or unsecured, senior / unsubordinated / subordinated, principal protected or not, market linked or not, green debt securities or not, non-convertible debentures to be issued by the Company on a private placement basis not or green debt securities or not) having either zero coupon or Coupon as set out in the relevant Key Information Document or redemption premium or redemption discount, or whose Coupon is linked to the performance of the reference index etc.) as more particularly set out in the Key Information Document and shall be collectively referred to as the Secured Debentures or Unsecured Debentures (as applicable).
Deed of Guarantee	shall mean each of the deed of corporate guarantee dated on or around the date of the issuance of Tranche / Issuance of the Debentures / Commercial Papers (if applicable) to be executed by the Guarantor in favor of the Debenture Trustee / Trustee for the relevant Tranche/Issuance of the Debentures / Commercial Papers, to the extent applicable.
Deed of Hypothecation	shall mean each of the deed of hypothecation dated on or around the date of the relevant Tranche / Issuance of the Debentures (if applicable) to create a charge over the Hypothecated Assets for the respective Tranche/Issuance of Debentures, to be executed between the Issuer and the Debenture Trustee to secure the Secured Obligations in relation to the respective Tranche/Issuance of the Secured Debentures.
Deed of Personal Guarantee	shall mean each of the deed of personal guarantee dated on or around the date of the issuance of Tranche / Issuance of the Debentures (if applicable) to be executed by the Guarantor in favor of the Debenture Trustee for securing the Secured Obligations for the relevant Tranche / Issuance of the Debentures.
Deemed Date of Allotment	shall mean the date on which the Debentures shall have been deemed to be allotted to the Debenture Holders – as mentioned in detail in the respective Key Information Document.
Demat	means dematerialized securities which are securities that are in electronic form, and not in physical form, with the entries noted by the Depository.
Depositories	means the depositories with which the Issuer has made arrangements for dematerialising the Non-Convertible Securities, being NSDL and CDSL.
Depositories Act	The Depositories Act, 1996, as amended from time to time
Depository Participant / DP	A depository participant as defined under the Depositories Act
Designated Stock Exchange	The stock exchange designated by the Issuer under the General Information Document being BSE for the purposes of maintaining the recovery expense fund in terms of Regulation 11 of the SEBI NCS Regulations read with SEBI Debenture Trustees Circular.
Director(s)	Director(s) of the Issuer.
DP ID	Depository Participant Identification Number.
DRR	has the meaning given to it in Section 5.36(a)
Due Date	means the date on which any interest or liquidated damages, any

	Redemption Payment or premature redemption amount and/or any other amounts payable, are due and payable, including but not limited to each of Redemption Dates, and any other date on which any payment is to be made by the Issuer under the respective Transaction Documents.
EBP Guidelines	The guidelines issued by SEBI with respect to electronic book mechanism under the terms of the SEBI NCS Master Circular and the operational guidelines issued by the relevant Electronic Book Provider, as may be amended, clarified or updated from time to time.
EFT	Electronic Fund Transfer
Electronic Book Provider/ EBP	Shall have the meaning assigned to such term under the EBP Guidelines.
Eligible Investors	As set out in the respective Key Information Document.
Events of Default	As set out in the respective Key Information Document.
Final Redemption Date	With respect to any Tranche / Issuance shall mean the date on which repayment of Redemption Payment together with all other Debenture Obligations in respect of that Tranche / Issuance will be made and shall be as specified in the relevant Key Information Document issued for such Tranche / Issuance.
Final Settlement Date	means the date on which all Debenture Obligations have been irrevocably and unconditionally paid and discharged in full to the satisfaction of the Debenture Holders
Financial Indebtedness	As shall be more particularly set out in the respective Key Information Document.
Financial Statements	means in relation to a company, its audited financial statements (on a consolidated and non-consolidated basis) for a Financial Year.
Financial Year End Date	shall mean 31 st March of each year
Financial Year/ FY	means each period of 12 (twelve) months commencing on April 1 of any calendar year and ending on March 31 of the subsequent calendar year.
Form PAS-3	The return of allotment required to be filed by the Issuer pursuant to the Companies (Prospectus and Allotment of Securities) Rules, 2014 relating to the Non-Convertible Securities.
Form PAS-5	The record of private placement maintained by the Issuer pursuant to the Companies (Prospectus and Allotment of Securities) Rules, 2014 relating to the Non-Convertible Securities.
General Information Document	means this General Information Document issued by the Issuer for the issue of the Non-Convertible Securities on a private placement basis in accordance with Applicable Laws.
Governmental Authority	means any government (central, state or otherwise) or any governmental agency, semi-governmental or judicial or quasi-judicial or administrative entity, department or authority, agency or authority including any stock exchange or any self-regulatory organization, established under any Applicable Law.
Guarantor	As specified in the relevant Key Information Document, if applicable.
Hypothecated Assets	As shall be more particularly set out in the respective Key Information Document.
Hypothecated Assets Report	As shall be more particularly set out in the respective Key Information Document.

Interest Payment Dates	means the payment dates as specified in the relevant Key Information Document.
Interest Rate/Coupon Rate	As specified in the relevant Key Information Document.
Issue	means the private placement of the Non-Convertible Securities.
Issue Closing Date	As specified in the relevant Key Information Document.
Issue Opening Date	As specified in the relevant Key Information Document.
Key Information Document	The Key Information Document to be issued by the Issuer in respect of each Tranche / Issuance containing inter alia the issue price, Tranche / Issuance size, interest / coupon (if any), redemption premium (if any), any material change to the disclosures and other terms and conditions vis-à-vis the General Information Document for that Tranche / Issuance of Non-Convertible Securities issued under the Issue. The Company shall be free to amend the format of Key Information Document depending upon the terms and conditions of the Non-Convertible Securities being issued in each Tranche / Issuance.
Listing Period	has the meaning given to it in Section 5.38 (<i>Issue Details</i>).
LODR Regulations	means the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 as amended, modified or restated from time to time.
Majority Debenture Holders	As specified in the relevant Key Information Document.
Majority Resolution	means a resolution approved by the Majority Debenture Holders who are present and voting or if a poll is demanded, by the Majority Debenture Holders who are present and voting in such poll.
NA	Not Applicable
NBFC	Non-banking financial company
NBFC Directions	means the Master Direction – Reserve Bank of India (Non-Banking Financial Company – Scale Based Regulation) Direction, 2023 (as amended, modified or restated from time to time) as may be applicable read together with the RBI's circular no. DOR (NBFC).CC. PD.No.109/22.10.106/2019-20 dated March 13, 2020 on "Implementation of Indian Accounting Standards" (as amended, modified or restated from time to time).
Net Worth	As shall be more particularly set out in the respective Key Information Document.
Non-Convertible Securities	means the Debentures and / or perpetual debt instruments and/or other securities as specified by SEBI and under the Applicable Law.
NSDL	National Securities Depository Limited
NSE	National Stock Exchange of India Limited
Outstanding Amounts	As shall be more particularly set out in the respective Key Information Document.
Outstanding Principal Amount	As shall be more particularly set out in the respective Key Information Document.
PAN	Permanent Account Number.
Payment Default	As shall be more particularly set out in the respective Key Information Document.

Person	shall include an individual, natural person, corporation, partnership, joint venture, incorporated or unincorporated body or association, company, Government Authority and in case of a company and a body corporate shall include their respective successors and assigns and in case of any individual his/her respective legal representative, administrators, executors and heirs and in case of trust shall include the trustee(s) for the time being and from time to time. The term "Persons" shall be construed accordingly.
Private Placement Offer cum Application Letter/PPOAL	The offer cum application letter prepared in compliance with Section 42 of the Companies Act, 2013 read with the Companies (Prospectus and Allotment of Securities) Rules, 2014.
Promoter	shall mean Indel Corporation Private Limited, a company incorporated under the provisions of Companies Act 1956 and validly existing under the provisions of Companies Act 2013 and having its registered address at Registered Office: Office No.301, Floor No.3, Sai Arcade N.S Road, Mulund West Mumbai City MH 400080 IN.
Purpose	As shall be more particularly set out in the respective Key Information Document.
Quarterly Date	means each of March 31, June 30, September 30 and December 31 of a calendar year, and " Quarterly Dates " shall be construed accordingly.
R&T Agent/Registrar	As specified in the relevant Key Information Document.
Rating	As specified in the respective Key Information Document.
Rating Agent	As specified in the respective Key Information Document.
RBI	Reserve Bank of India.
RBI CP Directions	Shall mean the directions for the issue of Commercial Papers issued by the RBI dated 03 rd January 2024.
Record Date	As shall be more particularly set out in the respective Key Information Document.
Recovery Expense Fund/REF	means the recovery expense fund established/to be established and maintained by the Issuer in accordance with the provisions of the SEBI Debenture Trustees Master Circular.
Redemption Date	As shall be more particularly set out in the respective Key Information Document.
Redemption Payment	As shall be more particularly set out in the respective Key Information Document.
Register of Beneficial Owners	means the register of beneficial owners of the Non-Convertible Securities maintained in the records of the Depositories
Register of Debenture Holders	means the register of debenture holders maintained by the Issuer in accordance with Section 88 of the Act.
Related Party	has the meaning given to it in the Act.
ROC	Registrar of Companies.
Rs. / INR	Indian National Rupee.
RTGS	Real Time Gross Settlement.
SEBI	Securities and Exchange Board of India constituted under the Securities and Exchange Board of India Act, 1992 (as amended from time to time).

SEBI Centralized Database Requirements	means the requirements prescribed in Chapter IV (<i>Centralized Database for corporate bonds/ debentures</i>) of the SEBI NCS Master Circular.
SEBI Debenture Trustees Master Circular	means a master circular issued by SEBI, bearing reference number SEBI/HO/DDHS/PoD3/P/CIR/2024/46 dated May 16, 2024, titled "Master Circular for Debenture Trustees" as amended from time to time.
SEBI NCS Regulations	The Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 together with the SEBI NCS Master Circular, as amended from time to time.
SEBI Listing Timelines Requirements	means the requirements in respect of the timelines for listing of debt securities issued on a private placement basis prescribed in Chapter VII (<i>Standardization of timelines for listing of securities issued on a private placement basis</i>) of the SEBI NCS Master Circular.
SEBI NCS Master Circular	means a master circular issued by SEBI, bearing reference number SEBI/HO/DDHS/PoD1/P/CIR/2024/54 dated May 22, 2024, titled "Master Circular for issue and listing of Non-convertible Securities, Securitised Debt Instruments, Security Receipts, Municipal Debt Securities and Commercial Paper" as amended from time to time.
Secured Debenture Holders	Holders of the Secured Debentures from time to time.
Secured Debentures	Debentures issued/to be issued by the Company which shall be secured by creation of charge over the assets of the Company and/or any other security provider.
Secured Obligations	As shall be more particularly set out in the respective Key Information Document.
Security Cover	has the meaning given to it in the Section 5.38 (<i>Issue Details</i>).
Special Resolution	means resolution approved by the Special Majority Debenture Holders who are present and voting or if a poll is demanded, by the Special Majority Debenture Holders who are present and voting in such poll.
Stock Exchange	shall mean BSE or NSE, as the case may be
Stressed Assets Framework	means the RBI's master circular no. DOR.STR.REC.8/21.04.048/2024-25 dated April 02, 2024, on "Prudential Norms on Income Recognition, Asset Classification and Provisioning Pertaining to Advances" (as amended or modified or restated from time to time).
Tax	shall mean any present or future tax, including but not limited to indirect taxes such as goods and services tax, service tax, value added tax or other similar taxes), levy, duty deductions, withholdings, imposts, cesses, fees or other charge of a similar nature (including any penalty or interest payable on account of any failure to pay or delay in paying the same), now or hereafter imposed by Applicable Laws.
Tax Deduction	means a deduction or withholding for or on account of Tax from a payment under the relevant Tranche / Issuance Debenture Trust Deed.
TDS	Tax Deducted at Source.
Terms & Conditions	The terms and conditions pertaining to the Issue as outlined in the Transaction Documents.
Total Assets	As shall be more particularly set out in the respective Key Information Document.

Tranche/Issuance	Any tranche/issuance of Non-Convertible Securities issued by the Issuer from time to time under this General Information Document pursuant to such terms as set out in the respective Key Information Document.
Transaction Documents	As shall be more particularly set out in the respective Key Information Document.
Transaction Security	has the meaning given to it in the Section 5.38 (<i>Issue Details</i>).
Trustee	Shall mean the Trustee to be appointed by the Issuer for the purpose of providing guarantee for the issue of guaranteed Commercial Papers.
Unsecured Debenture Holders	The holders of the Unsecured Debentures from time to time.
Unsecured Debentures	Debentures which are issued/to be issued by the Company which shall be unsecured.
Unsecured Obligations	As shall be more particularly set out in the respective Key Information Document.
WDM	Wholesale Debt Market segment of the relevant stock exchange
Wilful Defaulter	Shall mean an Issuer who is categorized as a wilful defaulter by any Bank or financial institution or consortium thereof, in accordance with the guidelines on wilful defaulters issued by the Reserve Bank of India and includes an issuer whose director or promoter is categorized as such.

SECTION 2: NOTICE TO INVESTORS AND DISCLAIMERS

2.1 ISSUER'S DISCLAIMER

This General Information Document is neither a prospectus nor a statement in lieu of a prospectus and should not be construed to be a prospectus or a statement in lieu of a prospectus under the Companies Act. The issue of the Non-Convertible Securities to be listed on the WDM segment of the BSE and / or NSE is being made strictly on a private placement basis. Multiple copies hereof given to the same entity shall be deemed to be given to the same person and shall be treated as such. This General Information Document does not constitute and shall not be deemed to constitute an offer or invitation to subscribe to the Non-Convertible Securities to the public in general.

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

Neither this General Information Document nor any other information supplied in connection with the Non-Convertible Securities is intended to provide the basis of any credit or other evaluation and any recipient of this General Information Document should not consider such receipt as a recommendation to subscribe to any Non-Convertible Securities. Each potential Investor contemplating subscription to any Non-Convertible Securities should make its own independent investigation of the financial condition and affairs of the Issuer, and its own appraisal of the creditworthiness of the Issuer. Potential investors should consult their own financial, legal, tax and other professional advisors as to the risks and investment considerations arising from an investment in the Non-Convertible Securities and should possess the appropriate resources to analyze such investment and the suitability of such investment to such potential Investor's particular circumstances.

The Issuer confirms that, as of the date hereof, this General Information Document (including the documents incorporated by reference herein, if any) contains all the information that is material in the context of the Issue and regulatory requirements in relation to the Issue and is accurate in all such material respects. No person has been authorized to give any information or to make any representation not contained or incorporated by reference in this General Information Document or in any material made available by the Issuer to any potential Investor pursuant hereto and, if given or made, such information or representation must not be relied upon as having being authorized by the Issuer. The Issuer certifies that the disclosures made in this General Information Document and/or the Private Placement Offer cum Application Letter are adequate and in conformity with the SEBI NCS Regulations and the Companies (Prospectus and Allotment of Securities) Rules, 2014. Further, the Issuer accepts no responsibility for statements made otherwise than in the General Information Document or any other material issued by or at the instance of the Issuer and anyone placing reliance on any source of information other than this General Information Document would be doing so at its own risk.

This General Information Document, the Private Placement Offer cum Application Letter and the respective contents hereof respectively, are restricted only for the intended recipient(s) who have been addressed directly and specifically through a communication by the Issuer and only such recipients are eligible to apply for the Non-Convertible Securities. All Investors are required to comply with the relevant regulations/guidelines applicable to them for investing in this Issue. The contents of this General Information Document and/or the Private Placement Offer cum Application Letter are intended to be used only by those Investors to whom it is distributed. It is not intended for distribution to any other person and should not be reproduced by the recipient.

No invitation is being made to any persons other than those to whom Application Forms along with this General Information Document and/or Key Information Document and / or the Private Placement Offer cum Application Letter being issued have been sent. Any application by a person to whom the General Information Document and/or the Private Placement Offer cum Application Letter has not been sent by the Issuer shall be rejected without assigning any reason.

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

The Issuer does not undertake to update the General Information Document and/or the Private Placement Offer cum Application Letter to reflect subsequent events after the date of General Information Document and/or the Private Placement Offer cum Application Letter and thus it should not be relied upon with respect to such subsequent events without first confirming its accuracy with the Issuer, save and except the disclosures that shall be made in the Key Information Document at the time of subsequent issuances, from time to time.

Neither the delivery of this General Information Document and/or the Private Placement Offer cum Application Letter nor any sale of Non-Convertible Securities made hereafter shall, under any circumstances, constitute a representation or create any implication that there has been no change in the affairs of the Issuer since the date hereof.

This General Information Document and/or the Private Placement Offer cum Application Letter does not constitute, nor may it be used for or in connection with, an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorized or to any person to whom it is unlawful to make such an offer or solicitation. No action is being taken to permit an offering of the Non-Convertible Securities or the distribution of this General Information Document and/or the Private Placement Offer cum Application Letter in any jurisdiction where such action is required. Persons into whose possession this General Information Document and/or the Private Placement Offer cum Application Letter comes are required to inform themselves of, and to observe, any such restrictions. The General Information Document is made available to potential Investors in the Issue on the strict understanding that it is confidential.

This General Information Document is for the exclusive use of the addressee and restricted for only the intended recipient and it should not be circulated or distributed to third party(ies). This Issue is made strictly on private placement basis. Apart from this General Information Document, no offer document or prospectus has been prepared in connection with the offering of this Issue or in relation to the Issuer.

It is not necessary for the General Information Document to be registered under Applicable Laws. Accordingly, this General Information Document has neither been delivered for registration nor is it intended to be registered.

This General Information Document is intended to be circulated to not exceeding 200 (two hundred) persons in the aggregate in a financial year. Multiple copies hereof given to the same entity shall be deemed to be given to the same person and shall be treated as such. It does not constitute and shall

not be deemed to constitute an offer or an invitation to subscribe to the Non-Convertible Securities to the public in general.

The General Information Document does not include a statement purporting to be made by an expert. In case any such statement is made, it shall be made by an expert who is not, and has not been, engaged or interested in the formation or promotion or management, of the Company and has given his written consent to the issue of the General Information Document and has not withdrawn such consent before the delivery of a copy of the General Information Document, as applicable.

2.2 DISCLAIMER CLAUSE OF STOCK EXCHANGES

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

2.3 DISCLAIMER CLAUSE OF RBI

The company is having a valid certificate of registration issued by the Reserve Bank of India under Section 45 IA of the Reserve Bank of India Act, 1934. However, the RBI does not accept any responsibility or guarantee about the present position as to the financial soundness of the company or for the correctness of any of the statements or representations made or opinions expressed by the company and for repayment of deposits/ discharge of liability by the company.

2.4 DISCLAIMER CLAUSE OF SEBI

AS PER THE PROVISIONS OF THE SEBI NCS REGULATIONS, IT IS NOT STIPULATED THAT A COPY OF THIS GENERAL INFORMATION DOCUMENT HAS TO BE FILED WITH OR SUBMITTED TO THE SEBI FOR ITS REVIEW / APPROVAL. IT IS TO BE DISTINCTLY UNDERSTOOD THAT FILING OF THIS GENERAL INFORMATION DOCUMENT TO SEBI SHOULD NOT IN ANY WAY BE DEEMED OR CONSTRUED TO HAVE BEEN APPROVED OR VETTED BY SEBI AND THAT THIS ISSUE IS NOT RECOMMENDED 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 GENERAL INFORMATION DOCUMENT.

2.5 DISCLAIMER IN RESPECT OF JURISDICTION

This Issue is made in India to investors as specified under the paragraph titled "Eligible Investors" of this General Information Document, who shall be/have been identified upfront by the Issuer. This General Information Document and/or the Private Placement Offer cum Application Letter does not constitute an offer to sell or an invitation to subscribe to Non-Convertible Securities offered hereby to any person to whom it is not specifically addressed. Any disputes arising out of this Issue will be subject to the exclusive jurisdiction of the courts and tribunals as specified in the relevant Key Information Document. This General Information Document and/or the Private Placement Offer cum Application Letter does not constitute an offer to sell or an invitation to subscribe to the Non-Convertible Securities herein, in any other jurisdiction to any person to whom it is unlawful to make an offer or invitation in such jurisdiction.

2.6 DISCLAIMER IN RESPECT OF RATING AGENCY

Ratings are opinions on credit quality and are not recommendations to sanction, renew, disburse or recall the concerned bank facilities or to buy, sell or hold any security. The Rating Agent has based

its ratings on information obtained from sources believed by it to be accurate and reliable. The Rating Agent does not, however, guarantee the accuracy, adequacy or completeness of any information and is not responsible for any errors or omissions or for the results obtained from the use of such information. Most entities whose bank facilities/instruments are rated by the Rating Agent have paid a credit rating fee, based on the amount and type of bank facilities/instruments.

2.7 DISCLAIMER OF DEBENTURE TRUSTEE

- (a) The Debenture Trustee or its agents or advisers associated with the Issue do not undertake to review the financial condition or affairs of the Issuer during the life of the arrangements contemplated by this General Information Document and do not have any responsibility to advise any Investor or prospective Investor in the Non-Convertible Securities of any information available with or subsequently coming to the attention of the Debenture Trustee, its agents or advisers except as specifically provided for in the relevant Tranche/Issuance Debenture Trust Deed.
- (b) The Debenture Trustee does not guarantee the terms of payment regarding the issue as stated in this General Information Document and shall not be held liable for any default in the same.
- (c) The Debenture Trustee or its agents or advisers associated with the Issue have not separately verified the information contained in this General Information Document. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility is accepted by Debenture Trustee as to the accuracy or any other information provided by the Issuer. Accordingly, the Debenture Trustee associated with the issue shall have no liability in relation to the information contained in this General Information Document or any other information provided by the Issuer in connection with the issue.
- (d) The Debenture Trustee is neither a principal debtor nor a guarantor of the Debentures.

2.8 ISSUE OF NON-CONVERTIBLE SECURITIES IN DEMATERIALIZED FORM

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

ASSUMPTIONS

EACH PERSON RECEIVING THIS GENERAL INFORMATION DOCUMENT SHALL BE DEEMED TO HAVE AGREED THAT AND ACCORDINGLY THE COMPANY SHALL BE ENTITLED TO PRESUME THAT SUCH PERSON:

- (1) HAS REVIEWED THE TERMS AND CONDITIONS APPLICABLE TO THE NON-CONVERTIBLE SECURITIES AS CONTAINED HEREIN AND HAS UNDERSTOOD THE SAME, AND, ON AN INDEPENDENT ASSESSMENT THEREOF, FOUND THE SAME ACCEPTABLE FOR THE INVESTMENT MADE AND HAS ALSO REVIEWED THE RISK FACTORS CONTAINED HEREIN AND HAS UNDERSTOOD THE RISKS, AND THE RISKS INVOLVED IN INVESTING IN THE NON-CONVERTIBLE SECURITIES INCLUDING FOR ANY REASON HAVING TO SELL THEM OR BE MADE TO REDEEM THEM BEFORE THE FINAL REDEMPTION DATE AND DETERMINED THAT NON-CONVERTIBLE SECURITIES ARE A SUITABLE INVESTMENT AND THAT THE INVESTOR CAN BEAR THE ECONOMIC RISK OF THAT INVESTMENT;

- (2) HAS BEEN AFFORDED AN OPPORTUNITY TO REQUEST AND TO REVIEW AND HAS RECEIVED AND REVIEWED THIS GENERAL INFORMATION DOCUMENT AND ALL THE ADDITIONAL INFORMATION CONSIDERED BY AN INDIVIDUAL TO BE NECESSARY TO VERIFY THE ACCURACY OF OR TO SUPPLEMENT THE INFORMATION HEREIN BELIEVED BY IT TO BE NECESSARY AND APPROPRIATE OR MATERIAL IN CONNECTION WITH, AND FOR, INVESTMENT IN THE NON-CONVERTIBLE SECURITIES;
- (3) ACKNOWLEDGES THAT THE COMPANY DOES NOT UNDERTAKE TO UPDATE THE GENERAL INFORMATION DOCUMENT TO REFLECT SUBSEQUENT EVENTS AFTER THE DATE OF THE GENERAL INFORMATION DOCUMENT AND, THUS, IT SHOULD NOT BE RELIED UPON WITH RESPECT TO SUCH SUBSEQUENT EVENTS WITHOUT FIRST CONFIRMING ITS ACCURACY WITH THE ISSUER. NEITHER THE DELIVERY OF THIS GENERAL INFORMATION DOCUMENT NOR ANY SALE OF NON-CONVERTIBLE SECURITIES MADE HEREUNDER SHALL, UNDER ANY CIRCUMSTANCES, CONSTITUTE A REPRESENTATION OR CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE ISSUER SINCE THE DATE HEREOF;
- (4) ACKNOWLEDGES THAT THIS GENERAL INFORMATION DOCUMENT DOES NOT CONSTITUTE, NOR MAY IT BE USED FOR OR IN CONNECTION WITH, AN OFFER OR SOLICITATION BY ANYONE IN ANY JURISDICTION IN WHICH SUCH OFFER OR SOLICITATION IS NOT AUTHORIZED OR TO ANY PERSON TO WHOM IT IS UNLAWFUL TO MAKE SUCH AN OFFER OR SOLICITATION. NO ACTION IS BEING TAKEN TO PERMIT AN OFFERING OF THE NON-CONVERTIBLE SECURITIES OR THE DISTRIBUTION OF THIS GENERAL INFORMATION DOCUMENT IN ANY JURISDICTION WHERE SUCH ACTION IS REQUIRED. THE DISTRIBUTION OF THIS GENERAL INFORMATION DOCUMENT AND THE OFFERING AND SALE OF THE NON-CONVERTIBLE SECURITIES MAY BE RESTRICTED BY LAW IN CERTAIN JURISDICTIONS. PERSONS INTO WHOSE POSSESSION THIS GENERAL INFORMATION DOCUMENT COMES ARE REQUIRED TO INFORM THEMSELVES ABOUT, AND TO OBSERVE, ANY SUCH RESTRICTIONS;
- (5) HAS BEEN AFFORDED AN OPPORTUNITY TO VERIFY THE ACCURACY OF OR TO SUPPLEMENT THE INFORMATION HEREIN;
- (6) HAS SUFFICIENT KNOWLEDGE, EXPERIENCE AND EXPERTISE AS AN INVESTOR, TO MAKE THE INVESTMENT IN THE NON-CONVERTIBLE SECURITIES;
- (7) HAS NOT RELIED ON EITHER THE ISSUER OR ANY OF ITS AFFILIATE, ASSOCIATE, HOLDING, SUBSIDIARY OR GROUP ENTITIES OR ANY PERSON ACTING IN ITS OR THEIR BEHALF FOR ANY INFORMATION, ADVICE OR RECOMMENDATIONS OF ANY SORT EXCEPT AS REGARDS THE ACCURACY OF THE SPECIFIC FACTUAL INFORMATION ABOUT THE TERMS OF THE NON-CONVERTIBLE SECURITIES SET OUT IN THIS GENERAL INFORMATION DOCUMENT;
- (8) HAS UNDERSTOOD THAT INFORMATION CONTAINED IN THIS GENERAL INFORMATION DOCUMENT IS NOT TO BE CONSTRUED AS BUSINESS OR INVESTMENT ADVICE;
- (9) HAS MADE AN INDEPENDENT EVALUATION AND JUDGMENT OF ALL RISKS AND MERITS BEFORE INVESTING IN THE NON-CONVERTIBLE SECURITIES;
- (10) HAS THE LEGAL ABILITY TO INVEST IN THE NON-CONVERTIBLE SECURITIES AND THE INVESTMENT DOES NOT CONTRAVENE ANY PROVISION OF ANY LAW, REGULATION OR CONTRACTUAL RESTRICTION OR OBLIGATION OR UNDERTAKING BINDING ON OR AFFECTING THE DEBENTURE HOLDER OR ITS ASSETS; AND
- (11) HAS NOT RELIED ON ANY INTERMEDIARY OR ADVISORS THAT MAY BE ASSOCIATED WITH THE ISSUE IN CONNECTION WITH ITS INVESTIGATION OF THE ACCURACY OF SUCH INFORMATION OR ITS INVESTMENT DECISION.

SECTION 3: RISK FACTORS

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

The following are the risks relating to the Company, the Debentures and the market in general envisaged by the management of the Company. Potential Investors should carefully consider all the risk factors in this General Information Document and/or Key Information Document and / or the Private Placement Offer cum Application Letter for evaluating the Company and its business and the Debentures before making any investment decision relating to the Debentures. The Company believes that the factors described below represent the principal risks inherent in investing in the Debentures but does not represent that the statements below regarding risks of holding the Debentures are exhaustive. The ordering of the risk factors is intended to facilitate ease of reading and reference and does not in any manner indicate the importance of one risk factor over another. Investors should also read the detailed information set out elsewhere in this General Information Document and/or Key Information Document and / or the Private Placement Offer cum Application Letter and reach their own views prior to making any investment decision.

3.1 RISKS IN RELATION TO THE NON-CONVERTIBLE SECURITIES:

- (a) **REPAYMENT IS SUBJECT TO THE CREDIT RISK OF THE ISSUER.**

Potential Investors should be aware that receipt of the principal amount, (i.e. the redemption amount) and any other amounts that may be due in respect of the Debentures is subject to the credit risk of the Issuer whereby the Investors(s) may or may not recover all or part of the funds in case of default by the Company. Potential Investors assume the risk that the Issuer will not be able to satisfy their obligations under the Debentures. In the event that bankruptcy proceedings or composition, scheme of arrangement or similar proceedings to avert bankruptcy are instituted by or against the Issuer, the payment of sums due on the Debentures may not be made or may be substantially reduced or delayed.
- (b) **THE SECONDARY MARKET FOR DEBENTURES MAY BE ILLIQUID.**

The Debentures may be very illiquid and no secondary market may develop in respect thereof. Even if there is a secondary market for the Debentures, it is not likely to provide significant liquidity. Potential Investors may have to hold the Debentures until redemption to realize any value.
- (c) **CREDIT RISK & RATING DOWNGRADE RISK**

The Rating Agency has assigned the credit ratings to the Debentures. In the event of deterioration in the financial health of the Issuer, there is a possibility that the Rating Agency may downgrade the rating of the Debentures. In such cases, potential Investors may incur losses on revaluation of their investment or make provisions towards sub-standard/ non-performing investment as per their usual norms.
- (d) **CHANGES IN INTEREST RATES MAY AFFECT THE PRICE OF THE DEBENTURES**

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

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

(f) ACCOUNTING CONSIDERATIONS

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

(g) MATERIAL CHANGES IN REGULATIONS TO WHICH THE ISSUER IS SUBJECT COULD IMPAIR THE ISSUER'S ABILITY TO MEET PAYMENT OR OTHER OBLIGATIONS.

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

(h) LEGALITY OF PURCHASE

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

(i) POLITICAL AND ECONOMIC RISK IN INDIA

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

3.2 RISKS RELATED TO THE BUSINESS OF THE ISSUER

(a) *Majority of the Issuer's loans are secured and the clients of these secured loans are of the high risk category and if the Issuer is unable to control the level of non-performing loans ("NPAs") in the future, or if the Issuer's loan loss reserves are insufficient to cover future loan losses, the financial condition and results of operations may be materially and adversely affected.*

A majority of the Issuer's loans are secured and the clients of these secured loans are of the high risk category. There is uncertainty on the client's ability to fulfil its loan obligations as certain clients typically do not have bank accounts or proper income proof verification so it can be difficult to verify all client details and assess the risk. Such non-performing or low credit quality loans can negatively impact our results of operations.

The Issuer has various procedures and process controls in place to mitigate the risk.

As at 31st March, 2024 the gross NPA was INR 50.46 Crores on a gross portfolio of INR 1533.83 Crores (including managed / securitized portfolio of 627.74 Crores).

(b) *The Issuer cannot assure that it will be able to effectively control and reduce the level of the NPAs of its Client Loans. The amount of its reported NPAs may increase in the future as a result of growth of Client Loans, and also due to factors beyond its control, such as over-extended member credit that it is unaware of. If the Issuer is unable to manage NPAs or adequately recover its loans, the results of its operations will be adversely affected.*

The current loan loss reserves of the Issuer may not be adequate to cover an increase in the amount of NPAs or any future deterioration in the overall credit quality of Client Loans. As a result, if the quality of its total loan portfolio deteriorates the Issuer may be required to increase its loan loss reserves, which will adversely affect its financial condition and results of operations.

The members are poor and, as a result, might be vulnerable if economic conditions worsen or growth rates decelerate in India, or if there are natural disasters such as floods and droughts in areas where the Issuer's members live. Moreover, there is no precise method for predicting loan and credit losses, and the Issuer cannot assure that its monitoring and risk management procedures will effectively predict such losses or that loan loss reserves will be sufficient to cover actual losses. If the Issuer are unable to control or reduce the level of its NPAs or poor credit quality loans, its financial condition and results of its operations could be materially and adversely affected.

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

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

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

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

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

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

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

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

If the Issuer is not able to attract, motivate, integrate or retain qualified personnel at levels of experience that are necessary to maintain the Issuer's quality and reputation, it will be difficult for the Issuer to manage its business and growth. The Issuer depends on the services of its executive officers and key employees for its continued operations and growth. In particular, the Issuer's senior management has

significant experience in the banking and financial services industries. The loss of any of the Issuer's executive officers, key employees or senior managers could negatively affect its ability to execute its business strategy, including its ability to manage its rapid growth. The Issuer's business is also dependent on its team of personnel who directly manage its relationships with its members. The Issuer's business and profits would suffer adversely if a substantial number of such personnel left the Issuer or became ineffective in servicing its members over a period of time. The Issuer's future success will depend in large part on its ability to identify, attract and retain highly skilled managerial and other personnel. Competition for individuals with such specialized knowledge and experience is intense in this industry, and the Issuer may be unable to attract, motivate, integrate or retain qualified personnel at levels of experience that are necessary to maintain its quality and reputation or to sustain or expand its operations. The loss of the services of such personnel or the inability to identify, attract and retain qualified personnel in the future would make it difficult for the Issuer to manage its business and growth and to meet key objectives.

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

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

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

There are various types of risks and losses for which the Issuer does not maintain insurance, such as losses due to business interruption and natural disasters, because they are uninsurable. A successful assertion of such large claims against the Issuer that exceeds its available insurance coverage or results in changes in its insurance policies, including premium increases or the imposition of a larger deductible or co-insurance requirement, could adversely affect the Issuer's business, financial condition and results of operations. Such risks are normally minimized through strong Risk Management practices of the Company.

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

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

it will not be eligible for priority sector loans from the Indian banking sector and may also attract penal provisions under the RBI Act, 1934 for non-compliance.

(h) *The economic fallout from the spread of the COVID-19 virus may impact the Issuer's business prospects, financial condition, result of operations and credit risk*

The spread of the COVID-19 virus has affected millions across the globe and the same coupled with measures taken by the governments including lockdowns/ curfew has not only affected day to day lives of people but has also given a hard blow to the supply chain of factories, with trade routes being disturbed and slowing down of the industry, trade, commerce and business activities across all sectors.

The COVID-19 virus pandemic is adversely affecting, and is expected to continue to adversely affect, our operations, business, liquidity and cashflows, and the Issuer has experienced and expect to continue to experience unpredictable reductions in demand for certain of our products and services. Further, since a good fraction of our borrowers are small transport road operators, the disruption due to COVID-19 virus will also have an impact on their business as well as repayment capacity of the loans taken from us.

However, the extent of negative financial impact cannot be reasonably estimated at this time but a sustained economic slowdown may significantly affect our business, financial condition, liquidity, cashflows and results of operations and the same will depend on future developments, which are highly uncertain and cannot be predicted, including new information which may emerge concerning the severity of the COVID-19 virus and the actions to contain the COVID-19 virus or treat its impact, among others. Consequently, there may be a negative effect on the Company's ability to service the obligations in relation to the Debentures.

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

(a) Security and Guarantee may be insufficient to redeem the Secured Debentures

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

Even though the Secured Debentures are to be secured to the extent of at least 100% (One Hundred percent) of the principal and interest amount or as per the terms of this General Information Document, in favor of the Debenture Trustee, the recovery of 100% of the amount shall depend on the market scenario prevalent at the time of enforcement of the security.

3.4 RISKS RELATING TO THE DEBENTURES

(a) *Debentures that are listed or quoted or admitted to trading may not lead to greater liquidity*

It is not possible to predict if and to what extent a secondary market may develop in the Debentures or at what price the Debentures will trade in the secondary market or whether such market will be liquid or illiquid. If so specified in this General Information Document and/or Key Information Document and / or the Private Placement Offer cum Application Letter, application has been made to list or quote or admit to trading the Debentures on the stock exchange or quotation system(s) specified. If the Debentures are so listed or quoted or admitted to trading, no assurance is given that any such listing or quotation or admission to trading will be

maintained. The fact that the Debentures may be so listed or quoted or admitted to trading does not necessarily lead to greater liquidity than if they were not so listed or quoted or admitted to trading. The listing of the Debentures is subject to receipt of the final listing and trading approval from the Stock Exchange.

The more limited the secondary market is, the more difficult it may be for holders of the Debentures to realise value for the Debentures prior to redemption of the Debentures.

(b) *Changes in government policies and laws in India may adversely affect the Debentures*

Future government policies and changes in laws and regulations in India and comments, statements or policy changes by any regulator, including but not limited to the SEBI or the RBI, may adversely affect the Debentures. The timing and content of any new law or regulation is not within the Company's control and such new law, regulation, comment, statement or policy change could have an adverse effect on market for and the price of the Debentures.

(c) *Political instability or changes in the government could delay further liberalization of the Indian economy and adversely affect economic conditions in India generally*

Since 1991, successive Indian governments have pursued policies of economic liberalization. The role of the Central and State Governments in the Indian economy as producers, consumers and regulators has remained significant. If there was to be any slowdown in the economic policies, or a reversal of steps already taken, it could have an adverse effect on the debt market which as such is exposed to the risks of the Indian regulatory and policy regime.

(d) *You may not be able to recover, on a timely basis or at all, the full value of the outstanding amounts and/or the interest accrued thereon in connection with the Debentures.*

Our ability to pay interest accrued on the Debentures and/or the principal amount outstanding from time to time in connection therewith would be subject to various factors inter-alia including our financial condition, profitability and the general economic conditions in India and in the global financial markets. We cannot assure you that we would be able to repay the principal amount outstanding from time to time on the Debentures and/or the interest accrued thereon in a timely manner or at all.

(e) *There may be no active market for the non-convertible debentures on the WDM segment of the stock exchange. As a result, the liquidity and market prices of the non-convertible debentures may fail to develop and may accordingly be adversely affected.*

There can be no assurance that an active market for the Debentures will develop. If an active market for the Debentures fails to develop or be sustained, the liquidity and market prices of the Debentures may be adversely affected. The market price of the Debentures would depend on various factors inter alia including (i) the interest rate on similar securities available in the market and the general interest rate scenario in the country; (ii) the market for listed debt securities; (iii) general economic conditions; and (iv) our financial performance, growth prospects and results of operations. The aforementioned factors may adversely affect the liquidity and market price of the Debentures, which may trade at a discount to the price at which you purchase the Debentures and/or be relatively illiquid.

3.5 REFUSAL OF LISTING OF ANY SECURITY OF THE ISSUER DURING LAST THREE YEARS BY ANY OF THE STOCK EXCHANGES IN INDIA OR ABROAD

As of date, the Issuer has not been refused in listing of any security during the last 3 years by any of the stock exchanges in India or abroad and therefore, this would not be applicable.

3.6 LIMITED OR SPORADIC TRADING OF NON-CONVERTIBLE SECURITIES OF THE ISSUER ON THE STOCK EXCHANGES

As of date, we are not aware of any limited or sporadic trading of the non-convertible securities of the Issuer on the stock exchanges.

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

As of date, the Issuer has not defaulted in compliance with any material covenants agreed to by the Issuer.

SECTION 4: FINANCIAL STATEMENTS

The audited financial statements of the Issuer for the year ended 31st March 2024, 31st March 2023, 31st March 2022 and limited review financials for the period ended 30th June 2024 are set out in **Annexure V** hereto.

It shall be noted that the audited financial statements have been certified by the statutory auditor who holds a valid certificate issued by the peer review board of the Institute of Chartered Accountants of India.

SECTION 5: REGULATORY DISCLOSURES

The General Information Document is prepared in accordance with the provisions of SEBI NCS Regulations and in this section, the Issuer has set out the details required as per Schedule I of the SEBI NCS Regulations.

5.1 Documents Submitted to the Exchanges

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

- (a) This General Information Document;
- (b) Memorandum and Articles of Association of the Issuer and necessary resolution(s) for the allotment of the Non-Convertible Securities;
- (c) Copy of the resolution passed by the shareholders of the Company at the Extra-ordinary General Meeting under Section 42 of the Act held on 31st May 2024 authorizing the issue / offer of Non-Convertible Securities by the Company. In case of any further resolution passed by the Issuer in relation to the subject (as shall be required) shall be annexed in the relevant Key Information Document from time to time;
- (d) Copies of the resolutions passed by the shareholders of the Company at the Extra-ordinary General Meeting under Section 180(1)(a) and Section 180(1)(c) of the Act held on 20th April 2023 authorising the Company to borrow, upon such terms as the board may think fit, up to an aggregate limit of INR 1,500 Crores (Indian Rupees One Thousand and Five Hundred Crores Only). In case of any further resolution passed by the Issuer in relation to the subject (as shall be required) shall be annexed in the relevant Key Information Document from time to time;
- (e) Copy of the resolution passed by the board of directors of the Company dated 30th May 2024 authorizing the issuance of the debentures read along with the resolution passed by the finance committee of the board of directors of the Issuer dated 01st October 2024. In case of any further resolution passed by the Issuer in relation to the subject (as shall be required) shall be annexed in the relevant Key Information Document from time to time ;
- (f) Copy of the resolution passed by the Board of Directors of the Company for each Tranche / Issuance shall be annexed at the time of issuance of the Key Information Document.
- (g) Copy of last 3 (three) years audited Annual Reports;
- (h) Reports about the business or transaction to which the proceeds of the securities are to be applied directly or indirectly;
- (i) Statement containing particulars of, dates of, and parties to all material contracts and agreements;
- (j) An undertaking from the Issuer stating that the necessary documents for the creation of the charge, where applicable, including the Debenture Trust Deed would be executed within the time frame prescribed in the relevant regulations/acts/rules etc. and the same would be uploaded on the website of the BSE and / or NSE, where such debt securities are proposed to be listed;
- (k) Where applicable, an undertaking that permission/consent from the prior creditor for a second or *pari passu* charge being created, in favor of the trustees to the proposed issue has been obtained;
- (l) Any other particulars or documents that the recognized stock exchange may call for as it deems fit; and
- (m) Due diligence certificates from the Debenture Trustee as per the format specified in Annexure A of the SEBI Debenture Trustees Master Circular and Schedule IV of the SEBI NCS Regulations.

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

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

5.2 Details of Promoters of the Issuer:

S. No.	Details of Promoter Management	Description
1.	Name of promoter	Indel Corporation Private Limited
2.	Date of Birth	Date of Incorporation- 10/10/2011
3.	Age	Not Applicable
4.	Registered Addresses	Registered Office: Office No.301, Floor No.3, Sai Arcade N.S Road, Mulund West Mumbai Mumbai City MH 400080 IN Corporate Office: Indel House, Changampuzha Nagar South Kalamassery, Ernakulam 682033 KL
5.	Education Qualifications	Not Applicable
6.	Experience in the business or employment	Not Applicable
7.	Positions / posts held in the past by the promoter management	Not Applicable
8.	Directorships held by the promoter management	Not Applicable
9.	Other ventures of the promoter management	Apart from our Company and the entities listed hereinbelow, our Promoter is not interested in any other ventures: (i) Indel Automotives Private Limited; (ii) Indel Infra Private Limited; (iii) Indel Money Fin-tech Private Limited; (iv) Indel Plantations Private Limited; (v) M-star Hotels Private Limited; (vi) M-star Satellite Communications Private Limited; (vii) Redwings Motors Private Limited; (viii) Voxxvision Ventures Private Limited; (ix) Incede Technologies Private Limited; (x) I9 Hotels Private Limited; (xi) Sastha Realtors Private Limited; (xii) Angel Admark Private Limited; and (xiii) Naveen Bharath Equipments Private Limited.
10.	Special achievements	Not Applicable
11.	Business and financial activities of the promoter management	To carry on business as an Investment Holding Company.
12.	Photograph	Not Applicable
13.	Permanent Accountant Number	AACC17546J

14.	Other Details	Not Applicable
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Declaration
The Issuer confirms that (to the extent applicable) the Permanent Account Number, Aadhaar Number, Driving License Number, Bank Account Number(s) and Passport Number of the promoters and Permanent Account Number of directors have been submitted to the stock exchanges on which the Non-Convertible Securities are proposed to be listed, at the time of filing the draft General Information Document.

5.3 Details of specific entities in relation to the current Issue of Non-Convertible Debentures:

S. No.	Particulars	Details
1.	Legal Counsel (if any)	Name: Juris Corp, Advocates & Solicitors  Logo: Contact Person: Partner, Securities Address: 302, Century Bhavan, 3 rd Floor, Dr Annie Besant Road, Worli, Mumbai - 400 030, India Email: securities@juriscorp.in Tel: 022 6720 5555 Website: www.juriscorp.in Or such other Legal Counsel as shall be set out in the respective Key Information Document.
2.	Guarantor (if applicable)	As set out in the respective Key Information Document
3.	Arrangers, if any	As set out in the respective Key Information Document

5.4 About the Issuer: A brief summary of business / activities of the Issuer and its subsidiaries with the details of branches or units if any and its line of business containing at least the following information:

(a) Overview of the business of the Issuer

We are a non-deposit taking and a systemically important non-banking finance company (“**NBFC**”) in the gold loan sector lending money against the pledge of household gold jewellery (“**Gold Loans**”) across India. We also provide loans against property, business loans and personal loans. We are registered with RBI as a non-deposit taking, NBFC (registration no. B-13.01564 dated February 13, 2002) under Section 45 IA of the Reserve Bank of India Act, 1934. Further, our Company has received certificate of registration dated September 27, 2021 bearing registration number B-13.01564 issued by RBI under Section 45IA of the Reserve Bank of India Act, 1934 pursuant to the change in name from ‘*Indel Money Private Limited*’ to ‘*Indel Money Limited*’ consequent upon its conversion as a public limited company and receipt of revised certificate of incorporation from RoC, dated August 26, 2021.

Our Company belongs to the Indel Group, which was founded by Late Mr. Palliyil Janardhanan Nair. The Indel Group entered into the regulated financial services business at a small village in Palakkad, Kerala under a State Government Money lenders license. Over the years the Group has diversified its presence from being a financial services company to automobile dealership, hospitality, infrastructure development, media, communication and entertainment.

Our Gold Loan customers are individuals primarily from rural and semi-urban areas. We believe that what distinguishes us from banks and other gold loan companies is our focus on rural and semi-urban regions, our turnaround time, our focus on a mix of long term and short term loans and our ability to reach out to our customers and provide them the comfort of transacting with us at their doorstep.

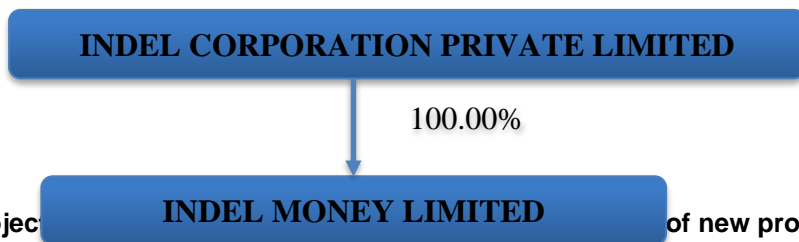
(b) **Branch and Subsidiary details:**

As of the date of this General Information Document, the Company has 324 (three Hundred and twenty four) branches across 12 (twelve) states and 2 (two) union territory in India.

As of the date of this General Information Document, the Company has no subsidiary.

(c) **Corporate Structure of the Issuer:**

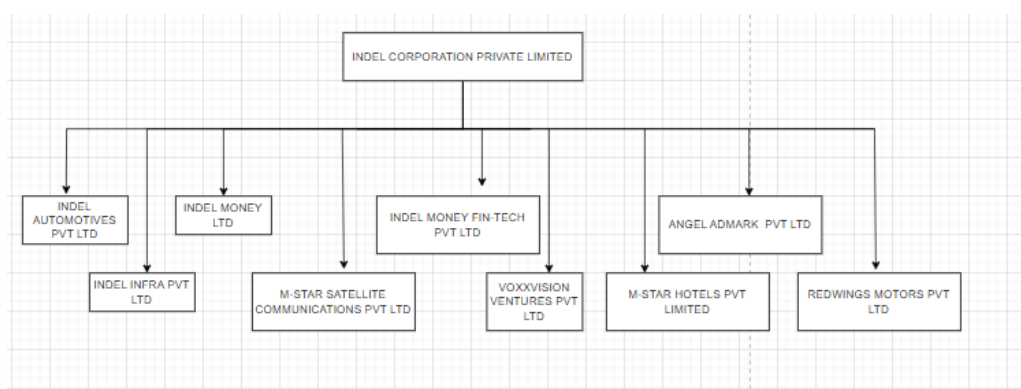
The graphic description/organogram of the corporate structure of the issuer is as follows:



(d) **Project** **INDEL MONEY LIMITED** **of new projects**

Not Applicable

(e) **Corporate Structure of the Group:**



(f) **Expenses of the issue:**

Particulars of expenses	Amount	Percentage of total expenses	Percentage of total issue size
Lead Manager Fees	As shall be set out in the Key Information Document		
Underwriting Commission	As shall be set out in the Key Information Document		

Brokerage, selling commission and upload fees	As shall be set out in the Key Information Document
Fees payable to the registrar to the issue	As shall be set out in the Key Information Document
Fees payable to the legal advisors	As shall be set out in the Key Information Document
Advertising and marketing expenses	As shall be set out in the Key Information Document
Fees payable to the regulators including stock exchange	As shall be set out in the Key Information Document
Expenses incurred on printing and distribution of issue stationary	As shall be set out in the Key Information Document
Any other fees, commission or payments under whatsoever nomenclature	As shall be set out in the Key Information Document

- (g) **Key Operational and Financial Parameters for the last 3 audited years on a consolidated basis (wherever available) else on a standalone basis and for the period ended as on June 30th 2024:**

Standalone basis:

Particulars	Rs. In Lakhs			
	As on 30 th June 2024	31.03.2024	31.03.2023	31.03.2022
BALANCE SHEET				
Assets	-	-	-	-
Property, Plant and Equipment	1,803.31	1,769.48	1,335.36	929.37
Financial Assets	1,15,571.42	1,14,925.78	94,224.51	67,719.53
Non-financial Assets excluding property, plant and equipment	9,082.21	7,798.13	5827.10	5030.47
Total Assets	1,26,456.94	1,24,493.39	1,01,386.96	73,679.37
Liabilities	-	-	-	-
Financial Liabilities	-	-	-	-
-Derivative financial instruments	-	-	-	-
-Trade Payables	8.61	127.74	50.33	34.07
-Debt Securities	34,312.55	37,210.68	30,057.70	15,949.40

Particulars	As on 30 th June 2024	31.03.2024	31.03.2023	31.03.2022
-Borrowings (other than Debt Securities)	38,091.85	36,761.04	32,808.02	25,298.56
-Subordinated liabilities	16,461.50	16,799.20	17,826.40	19,020.70
-Other financial liabilities	12,921.08	11,450.88	4,266.97	3,130.96
Non-Financial Liabilities				
	-	-	-	-
-Current tax liabilities (net)	-	-	-	-
-Provisions	701.21	571.61	114.97	140.47
-Deferred tax liabilities (net)	-	-	-	-
-Other non-financial liabilities	327.70	454.13	99.58	57.57
Equity (Equity Share Capital and Other Equity)	23,632.44	21,118.12	16,162.99	10,047.64
Total Liabilities and Equity	1,26,456.94	1,24,493.39	1,01,386.96	73,679.37
PROFIT AND LOSS				
Revenue from operations	7,851.84	28,901.11	18,523.28	12,270.31
Other Income	25.29	212.08	206.47	30.13
Total Income	7,877.12	29,113.19	18,729.75	12,300.44
Total Expense	6,455.06	25,127.06	16,675.63	11,802.89
Profit after tax for the year	1,422.06	3,986.13	2,054.12	211.23
Other Comprehensive income	(7.75)	(31.00)	67.53	(24.99)
Total Comprehensive Income	1,414.31	3,955.13	2,121.65	186.24
Earnings per equity share (Basic)	0.79	2.86	1.54	0.26
Earnings per equity share (Diluted)	0.79	2.86	1.54	0.26

Particulars	As on 30 th June 2024	31.03.2024	31.03.2023	31.03.2022
Cash Flow	-	-	-	-
Net cash from / used in (-) operating activities	(2,038.86)	(18,466.01)	(22,032.64)	(13,571.92)
Net cash from / used in (-) investing activities	(161.45)	10,765.81	(6,604.82)	(547.24)
Net cash from / used in (-) financing activities	(1,466.71)	13,585.46	24,423.46	21,279.72
Net increase/decrease (-) in cash and cash equivalents	(3,667.02)	5,885.26	(4,214.01)	7,160.56
Cash and cash equivalents as per Cash Flow Statement as at end of Half Year	5,884.38	9,551.40	3,666.14	7,880.16
Additional Information	-	-	-	-
Net worth	23,632.44	21,118.12	16,162.99	10,047.64
Cash and cash equivalents	5,884.38	9,551.40	3,666.14	7,880.15
Loans	1,04,786.18	1,01,395.33	64,138.50	52,367.29
Loans (Principal Amount)	1,06,741.15	1,03,229.25	64,138.50	52,367.29
Total Debts to Total Assets	0.70	0.73	0.76	0.77
Interest Income	6,303.83	26,450.85	18,487.98	12,231.23
Interest Expense	3,078.65	11,612.90	8,459.04	6,705.21
Impairment on Financial Instruments	154.55	2,595.53	802.90	126.32
Bad Debts to Loans	0.00	0.01		
% Stage 3 Loans on Loans (Principal Amount)	6.56%	4.89%	2.64%	1.61%
% Net Stage 3 Loans on Loans (Principal Amount)	4.70%	3.69%	1.97%	1.38%
Tier I Capital Adequacy Ratio (%)	19.23%	17.85%	16.55%	15.83%
Tier II Capital Adequacy Ratio (%)	3.91%	4.74%	8.79%	7.92%

Consolidated basis:

Particulars	As on 30 th June 2024	31.03.2024	31.03.2023	31.03.2022
BALANCE SHEET				
Assets	-	-	-	-

Property, Plant and Equipment	-	-	-	929.37
Financial Assets	-	-	-	67,694.80
Non-financial Assets excluding Property, Plant and Equipment	-	-	-	5030.47
Total Assets	-	-	-	73,654.64
Liabilities	-	-	-	-
Financial Liabilities	-	-	-	-
-Derivative financial instruments	-	-	-	-
-Trade Payables	-	-	-	34.07
-Other Payables	-	-	-	-
-Debt Securities	-	-	-	15,949.40
-Borrowings (other than Debt Securities)	-	-	-	21,818.78
-Deposits	-	-	-	-
-Subordinated liabilities	-	-	-	19,020.70
-Lease liabilities	-	-	-	3,479.98
-Other financial liabilities	-	-	-	3,130.96
Non-Financial Liabilities	-	-	-	-
-Current tax liabilities (net)	-	-	-	-
-Provisions	-	-	-	140.47
-Deferred tax liabilities (net)	-	-	-	-
-Other non-financial liabilities	-	-	-	57.57
Equity (Equity Share Capital and Other Equity)	-	-	-	10,022.61
Non-controlling interest	-	-	-	-
Total Liabilities and Equity	-	-	-	73,654.64
PROFIT AND LOSS				
Revenue from operations	-	-	-	12,270.31
Other Income	-	-	-	30.13
Total Income	-	-	-	12,300.44

Total Expenses	-	-	-	11,803.36
Profit after tax for the year	-	-	-	210.76
Other Comprehensive Income	-	-	-	(24.99)
Total Comprehensive Income	-	-	-	185.77
Earnings per equity share (Basic)	-	-	-	0.26
Earnings per equity share (Diluted)	-	-	-	0.26
Cash Flow	-	-	-	-
Net cash from / used in (-) operating activities	-	-	-	(13,571.89)
Net cash from / used in (-) investing activities	-	-	-	(547.24)
Net cash from / used in (-) financing activities	-	-	-	21,279.72
Net increase/decrease (-) in cash and cash equivalents	-	-	-	7,160.59
Cash and cash equivalents as per Cash Flow Statement as at end of Half Year	-	-	-	7,880.18
Additional Information	-	-	-	-
Net worth	-	-	-	10,022.61
Cash and cash equivalents	-	-	-	7,880.18
Loans	-	-	-	52,367.29
Total Debts to Total Assets	-	-	-	0.77
Interest Income	-	-	-	12,231.23
Interest Expense	-	-	-	6,705.21
Impairment on Financial Instruments	-	-	-	126.32
Bad Debts to Loans	-	-	-	0.10%

Note: The figures as on 31st March 2023, 31st March 2024 and 30th June 2024 have not reproduced above as the Company does not have any subsidiaries as on 31st March 2024

5.5 Details of any other contingent liabilities of the Issuer based on the latest audited financial statements including amount and nature of liability:

Please refer to the relevant Key Information Document

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

Please refer to the relevant Key Information Document.

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

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

Share Capital	Amount (in Rs.)
Authorised Share Capital	
26,50,00,000 Equity shares of Rs. 10/- each	265,00,00,000
TOTAL	265,00,00,000
Issued, Subscribed and Fully Paid- up Share Capital	
191183724 Equity shares of Rs. 10/- each	1911837240
TOTAL	1911837240

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

Date (AGM / EGM)	Existing Capital	Revised Capital	Remark
4 th March 2022	Rs. 85,00,00,000	Rs. 1,25,00,00,000	The authorized share capital of the company was increased from ₹85,00,00,000 (Rupees eighty-five crore) divided into 8,50,00,000 equity shares of ₹10 each to ₹125,00,00,000 (Rupees one hundred and twenty-five crore) divided into 12,50,00,000 equity shares of ₹10 each vide an extraordinary general meeting.
16 th March 2023	Rs. 1,25,00,00,000	Rs. 1,65,00,00,000	The authorized share capital of the company was increased from ₹125,00,00,000 (Rupees one hundred and twenty-five crore) divided into 12,50,00,000 equity shares of ₹10 each to ₹165,00,00,000 (Rupees one hundred and sixty-five crore) divided into 16,50,00,000 equity shares of ₹10 each vide an extraordinary general meeting.

May 24, 2024	Rs. 1,65,00,00,000	Rs. 2,65,00,00,000	The authorized share capital of the company was increased from ₹165,00,00,000 (Rupees one hundred and sixty-five crore) divided into 16,50,00,000 equity shares of ₹10 each to ₹265,00,00,000 (Rupees two hundred and sixty-five crore) divided into 26,50,00,000 equity shares of ₹10 each vide an extraordinary general meeting.
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(c) **Details of the Equity Share Capital of the Company, for the preceding three financial years and the current financial year (as of June 30, 2024):**

Date of Allotment	No of Equity Shares	Face Value (in Rs.)	Issue Price (in Rs.)	Consideration	Nature of Allotment	Cumulative Paid Up Capital			Remarks
						No of Equity Shares	Equity Share Capital (in Rs.)	Equity Share Premium (in Rs.)	
March 31, 2022	1,10,00,000	10	10	Cash	Rights Issue	9,31,46,979	93,14,69,790	-	-
June 30, 2022	50,00,000	10	10	Cash	Rights Issue	9,81,46,979	98,14,69,790	-	-
July 20, 2022	81,00,000	10	10	Cash	Rights Issue	10,62,46,979	1,06,24,69,790	-	-
September 13, 2022	10,00,000	10	10	Cash	Rights Issue	10,72,46,979	1,07,24,69,790	-	-
September 30, 2022	42,50,000	10	10	Cash	Rights Issue	11,14,96,979	1,11,49,69,790	-	-
February 20, 2023	50,00,000	10	10	Cash	Rights Issue	11,64,96,979	1,16,49,69,790	-	-
March 15, 2023	30,00,000	10	10	Cash	Rights Issue	11,94,96,979	1,19,49,69,790	-	-
March 31, 2023	1,36,50,000	10	10	Cash	Rights Issue	13,31,46,979	1,33,14,69,790	-	-
September 30, 2023	1,00,00,000	10	10	Cash	Rights Issue	14,31,46,979	1,43,14,69,790	-	-
May 24, 2024	50,00,000	10	10	Cash	Rights Issue	14,81,46,979	1,48,14,69,790	-	-

May 31, 2024	3,70,36,745	10	10	Other than cash	Bonus Issue	18,51,83,724	1,85,18,37,240		
June 29, 2024	60,00,000	10	10	Cash	Rights Issue	19,11,83,724	1,91,18,37,240	-	

Notes, if any: NIL

5.8 Details of any Acquisition or Amalgamation with any entity in the preceding 1 (one) year:

Nil

5.9 Details of any Reorganization or Reconstruction in the preceding 1 (one) year:

Type Of Event	Date Of Announcement	Date Of Completion	Details
N.A	N.A	N.A	N.A

5.10 Details of the shareholding of the Company as at the latest quarter end, i.e., June 30, 2024:

(a) Shareholding pattern of the Company as on last quarter end, i.e. June 30, 2024 as per the format specified under the listing regulations:

Sr No	Name of Equity Shareholder	Total No of Equity Shares	No. of shares in demat form	Total Shareholding as a % of total no of equity shares
1.	M/s. Indel Corporation Private Limited	191183718	191183718	99.99
2.	Mohan Gopalakrishnan*	1	1	Negligible
3.	Umesh Mohanan*	1	1	Negligible
4.	Ushadevi Pathiyil*	1	1	Negligible
5.	Kavitha Menon*	1	1	Negligible
6.	UM Ventures Private Limited*	1	1	Negligible
7.	Mithram Motors Private Limited*company changed its name to Indel Plantation Private Limited	1	1	Negligible
	Total	191183724	191183724	100

*Shares held as nominee holder of M/s Indel Corporation Private Limited.

(b) List of top 10 holders of equity shares of the Company as at the latest quarter end, i.e. June 30, 2024:

Sr. No.	Name of the Shareholder / Particulars	Total Number of equity	Percentage of Total	Number of shares held
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		shares	Shareholding (%)	in Demat Form
1.	M/s. Indel Corporation Private Limited	191183718	99.99	191183718
2.	Mohanan Gopalakrishnan	1	Negligible	1
3.	Umesh Mohanan	1	Negligible	1
4.	Ushadevi Pathiyil	1	Negligible	1
5.	Kavitha Menon	1	Negligible	1
6.	UM Ventures	1	Negligible	1
7.	Mithram Motors Private Limited company changed its name to Indel Plantation Private Limited	1	Negligible	1
	Total:	191183724	99.99	191183724

5.11 Following details regarding the directors of the Company:

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

This table sets out the details regarding the Company's Board of Directors as on date of this General Information Document:

Name Of the Directors	Designation	Age	Address	DIN	Date Of Appointment	Details Of Other Directorship	Whether wilful defaulter (yes/no)
Narasimhan Venkatesh Srinivasan	Director	67	Flat No 1505 C Wing,Chembur Heights II Opp Vivekananda College,Sindhi Society Chembur East, Mumbai 400071	01893686	02/03/2018	1. Dharmishta Mithran 2. Clearcorp Dealing Systems (India) Limited 3. NSDL Payments Bank Limited 4. Integro Finserv Private Limited 5. Legal Entity Identifier India Limited 6.	No

Name Of the Directors	Designation	Age	Address	DIN	Date Of Appointment	Details Of Other Directorships	Whether wilful defaulter (yes/no)
						7. Paytm Money Limited	
Umesh Mohan an	Wholetime Director	43	Dhannya Kannadi P.O Palakkad Kerala India 678701	02455902	05/07/2012	1. Indel Money Fin-Tech Private Limited 2. Voxx vision Ventures Private Limited 3. Indel Capital Ventures and Investments Private Limited 4. Indel Automotives Kochi Private Limited 5. M-Star Hotels Koduvayur Private Limited	No

Name Of the Directors	Designation	Age	Address	DIN	Date Of Appointment	Details Of Other Directorship	Whether wilful defaulter (yes/no)
						6. Indel Corporation Private Limited 7. Indel Automotives Private Limited 8. M-Star Hotels Private Limited 9. Kerala Cars Private Limited 10. Omega Motors Private Limited 11. M G F Motors Limited 12. Red wings Motors Private	

Name Of the Directors	Designation	Age	Address	DIN	Date Of Appointment	Details Of Other Directorship	Whether wilful defaulter (yes/no)
						Limited 13.Kairali cars Private Limited 14.Indel Plantation Private Limited 15.M-Star Hotels Palakkad Private Limited 16.Devcon Equipment and Tools Private Limited 17.I9 Hotels Private Limited 18.Connexnix Private Limited	

Name Of the Directors	Designation	Age	Address	DIN	Date Of Appointment	Details Of Other Directors hip	Whether wilful defaulte r (yes/no)
						1. Incede Technologies Private Limited	
Mohan an Gopala krishna n	Managing Director	69	Dhannya Kannadi P.O Palghat Kerala India 678701	024561 42	05/07/201 2	1. M-Star Hotels Koduv ayur Privat e Limite d 2. Indel Infra Privat e Limite d 3. Redwi ngs Motor s Privat e Limite d 4. Indel Autom otives Kochi Privat e Limite d 5. Indel Planta tions Privat e Limite d 6. M-Star Satellit e Comm unicati ons Privat e Limite d 7. Indel	No

Name Of the Directors	Designation	Age	Address	DIN	Date Of Appointment	Details Of Other Directorship	Whether wilful defaulter (yes/no)
						Corporation Private Limited 8. Indel Automotives Private Limited 9. M-Star Hotels Private Limited 10. Plane x Projects and Constructions Private Limited 11. Naveen Bharath Equipments Private Limited 12. Transindia Insurance Broking and Risk Management Private Limited	

Name Of the Directors	Designation	Age	Address	DIN	Date Of Appointment	Details Of Other Directorship	Whether wilful defaulter (yes/no)
						13. Omega Motors Private Limited	
						14. M G F Motors Limited	
						15. Indel Trusteeship Private Limited	
						16. Kairali Cars Private Limited	
						17. M-Star Hotels Palakkad Private Limited	
						18. Sastha Realtors (India) Private Limited	
						19. Devcon Development and Construction Private	

Name Of the Directors	Designation	Age	Address	DIN	Date Of Appointment	Details Of Other Directors hip	Whether wilful defaulter (yes/no)
						e Limited	
Sasi Kumar	Director	66	Naadam, Kara- 101, C, 8th Floor, Near N S S, Ayyapankavu Road, Kanimangalam Po, Kanimangalam, Thrissur, Kerala Kerala India 680027	05202465	27/02/2019	Nil	No
Anantharaman T R	Director	49	6/604 Ayodhya Gandhi Nagar 2 nd Street Cheroor, Thrissur, Kerala, India 680008	05262157	05/07/2012	1. Real Time Solutions & Training Centre Private Limited 2. Indel Money Fin-Tech Private Limited 3. Voxxvision Ventures Private Limited	No
Salil Venu	Director	54	255 (1/367) Vasanth 11, Chalad Pallikunnu Panchayath Kannur Kerala India 670008	06531662	12/07/2013	1. MGF Motors Limited 2. Kerala Cars Private Limited 3. Indel	No

Name Of the Directors	Designation	Age	Address	DIN	Date Of Appointment	Details Of Other Directorship	Whether wilful defaulter (yes/no)
						Auto motives Private Limited 4. Indel Auto motives Kochi Private Limited 5. Indel Plantations Private Limited 6. Red wings Motors Private Limited 7. Paradigm Motors Private Limited 8. Indel Money Fin – Tech Private Limited 9. Kairali Cars	

Name Of the Directors	Designation	Age	Address	DIN	Date Of Appointment	Details Of Other Directorships	Whether wilful defaulter (yes/no)
						Private Limited 10. Aladin Advertising Private Limited 11. Glam World Celebrity Solution Private Limited 1. Energetic Interiors Private Limited	
Sethuraman Ganesh	Director	66	305, Vensa Lakeview, Kempapura Main Road Opp Rechenahalli Lake, Dasarahalli, Bangalore North Bengaluru Karnataka India 560092	07152185	11/04/2019	1. IKF Finance Limited	No
Kavitha Menon	Director	37	514/12 Vikas A/10, Santhi Colony, Chandranagar, Marutha Road Palakkad, Palakkad Kerala India 678007	08074657	28/03/2018	1. MGF Motors Limited	No

*Company to disclose name of the current directors who are appearing in the RBI defaulter list and/or ECGC default list, if any: NIL

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

Name	Designation	DIN	Date of Appointment	Date of Reappointment	Date of Cessation, if applicable	Date of resignation, if applicable	Remarks
N S Venkatesh	Director	01893686	March 2, 2018	March 2, 2023	NA	NA	Reappointment
Mohanan Gopalakrishnan	Managing Director	02456142	05/07/2012	30/09/2023	NA	NA	Reappointment
Umesh Mohanan	Whole Time Director	02455902	05/07/2012	30/09/2023	NA	NA	Reappointment
C R Sasikumar	Director	05202465	February 27, 2019	February 27, 2024	NA	NA	Reappointment

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

Remuneration payable or paid to a director by the Company, its subsidiary or associate company; shareholding of the director in the company, its subsidiaries and associate companies on a fully diluted basis.	(INR - In Lakhs)				
	Director	Fiscal FY 24-25 (Up to September 2024)	Fiscal FY 23-24	Fiscal FY 22-23	Fiscal FY 21-22
	Umesh Mohanan	61.24	123.52	122.71	120.00
	Mohanan Gopalakrishnan	12.50	18.60	12.50	12.00
	Kavitha Menon	4.50	6.60	6.50	3.00
	Salil Venu	9.50	13.60	12.50	9.00
Appointment of any relatives to an office or place of profit of the issuer, its subsidiary or associate company	None				
Full particulars of the nature and extent of interest, if any, of every director: A. in the promotion of the issuer company; or B. in any immovable property acquired by the issuer company in the two years	None				

<p>preceding the date of the issue document or any immovable property proposed to be acquired by it; or</p> <p>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</p>	
<p>Contribution being made by the directors as part of the offer or separately in furtherance of such objects</p>	<p>None</p>

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

5.13 Following details regarding the auditors of the Company:

(a) **Details of the auditor of the Company:**

Name of the Auditor	Address	Date of appointment
Bhatter & Company, Chartered Accountants	307, Tulsiani Chambers, Nariman Point, Mumbai, Maharashtra - 400021	01/04/2022

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

There has been no change in our Auditors in the last three years.

Name of the Auditor	Address	Date of Appointment	Date of cessation, if applicable	Date of resignation, if applicable
FRG & Company, Chartered Accountants	7 th Floor, B Wing, Supreme Business Park, Behind Lake Castle Building, Hirnandani Gardens, Powai, Mumbai – 400 076.	01/04/2018	31/03/2022	NA
M/s. Bhatter & Company, Chartered Accountants	307, Tulsiani Chambers, Nariman Point, Mumbai, Maharashtra-400021	01/04/2022	-	-

5.14 DETAILS OF THE BORROWING OF THE ISSUER

Details of the following liabilities of the Issuer, as at the end of the last quarter, i.e June 30, 2024, or if available, a later date:

(a) **Details of Outstanding Secured Loan Facilities as on the preceding quarter (as on June 30, 2024):**

Name of lender	Type of Facility	Amount Sanctioned (INR in Lakhs)	Availed Amount	Principal Amount Outstanding(Lakhs)	Security	Repayment date / Schedule	Credit Rating, if applicable	Asset Classification
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State Bank of India	Term Loan	3,500.00	3,500.00	25.78	1. Pari passu First charge over all movable assets and current assets, including book debts and receivables, cash and bank balances, loans and advances, both present and future, of the Company, on pari passu basis with the Secured Creditors including debenture trustees and other banks/FIs in the Multiple	15th of every month. Repayment schedule: FY 2022: ₹125.00 Lakhs each Quarter FY 2023: ₹175.00 Lakhs each quarter FY 2024: ₹200.00 Lakhs each quarter FY 2025: ₹300.00 Lakhs each quarter FY 2026: ₹300.00 Lakhs each quarter. Prepayment penalty: 2% of the prepaid amount + GST	CRISIL BBB+/STABLE	Standard
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					Banking Arrangement; 2. Personal Guarantee of Mr. Umesh Mohan and Mr. Mohan Gopalakrishnan; 3. Corporate Guarantee of M/s Indel Corporation Private Limited.			
State Bank of India	Term Loan	4,000.00	4,000.00	25.82	1. First charge over all movable assets and current assets, including book debts and receivables, cash and bank balances,	22 nd of every Month. Repayment schedule: From May 2022 to April 2023 175.00 Lakhs each quarter From May 2023 to April 2024 200.00 Lakhs each quarter	CRISIL BBB+/Stable	Standard

					loans and advances, both present and future, of the Company, on <i>pari passu</i> basis with the Secured Creditors including debenture trustees and other banks/FIs in the Multiple Banking Arrangement;	From May 2024 to April 2025 250.00 Lakhs each quarter From May 2025 to July 2026 300 Lakhs 5 instalments		
					2. Personal Guarantee of Mr. Umesh Mohan and Mr. Mohan Gopalakrishnan;	Prepayment penalty: 2% of the prepaid amount + GST		
					3. Corporate Guarantee of M/s Indel			

					Corporation Private Limited.			
IDFC Bank (Capital First Limited)	Term Loan	3,000.00	3,000.00	3,000.00	1.Hypothecation by way of first exclusive charge (floating) over loan receivables and book debts of the Borrower so as to provide security cover of 1.1 times on Principal Outstanding. 2. Irrevocable Corporate Guarantee of Indel Corporation Pvt Limited	1 st of every month. Repayment schedule: Principal shall be repayable on 1 st day of 109 th month to 1 st day of 120 th month (12 equal monthly instalments) after an initial moratorium of 108 months.	CRISIL BBB+/Stable	Standard

State Bank of India	Term Loan	7,000.00	7,000.00	26.23	1. First charge over all movable assets and current assets, including book debts and receivables, cash and bank balances, loans and advances, both present and future, of the Company, on <i>pari passu</i> basis with the Secured Creditors including debenture trustees and other banks/FIs in the Multiple Banking	1 st of every month. Jan 23 to Jun 23 Moratorium Repayment schedule: FY 2024: ₹435.00 *3 Lakhs each Quarter FY 2025: ₹435.00 *4 Lakhs each quarter FY 2026: ₹435.00 *4 Lakhs each quarter FY 2027: ₹435.00 *4 Lakhs each quarter; FY 2028: ₹435.00 *1 Lakhs each quarter Prepayment penalty: 2% of the prepaid amount + GST"	CRISIL BBB+/Stable	Standard
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					Arrangement; 2. Personal Guarantee of Mr. Umesh Mohan and Mr. Mohan Gopalakrishnan; 3. Corporate Guarantee of M/s Indel Corporation Private Limited.			
Dhanlaxmi Bank Limited	Term Loan	2,000.00	2,000.00	900.00	Primary Security - Passu charge on entire receivables with a margin of 25% (excluding the specific charge of existing NCD holders).	27 th of every month. Repayment schedule Interest- To be serviced as and when debited, on a monthly basis during the whole tenor of loan. Principal - 20 Quarterly instalments of	CRISIL BBB+/Stable	Standard

					<p>Collateral: Nil</p> <p>Cash Margin- Fixed deposit of 8 Crores Lien to be marked and discharged Deposit to be kept on records.</p> <p>Personal Guarantee: Personal guarantee of Mr. Umesh Mohan, Mr. Mohan Gopal krishnan. Corporate guarantee of Indel Corporation Private Limited</p>	₹100 Lakhs each.		
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Indian Bank	Term Loan	1,500.00	1,500.00	318.18	<p>Primary Security - Exclusive charge on entire receivables with a margin of 15% (excluding assets ineligible for bank finance, asset securitised & pertaining to group concerns)</p> <p>Guarantee: Personal Guarantee of Mr. Umesh Mohan and Mr. Mohan Gopal akrishna.</p> <p>Corporate Guarantee of M/s Indel Corporation Privat</p>	<p>15th of every month. Repayment schedule Interest- To be serviced as and when debited, on a monthly basis during the whole tenor of loan.</p> <p>Principal - 33 monthly instalments after a moratorium period of 3 months.</p>	CRISIL BBB+/Stable	Standard
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					e Limited.			
Karur Vysya Bank Limited	Term Loan	2,500.00	2,500.00	1,875.00	First <i>pari passu</i> charge by way of hypothecation of the secured standard loan receivables & book debts of the company and other current assets (both present & future) made by the borrower (other than those specifically charged to lenders who is having exclusive charge) under	Repayment: Door to door tenure of 36 months, repayable in 12 quarterly instalments (NEMI) without any moratorium Period. Interest to be serviced on monthly basis as and when debited. All the obligation (Interest & principal) of term Loan accounts to be fixed at the end of each calendar month (28 th /29 th or 30 th or 31 st as the case may be). Interest to be	CRISIL BBB+/Stable	Standard

					<p>Multiple Banking arrangement with minimum Asset coverage ratio of 1.25x times.</p> <p>Personal Guarantee of Mr. Mohan Gopal akrishnan and Mr. Umes h Mohan an;</p> <p>Corporate Guarantee of M/s Indel Corporation Private Limite d.</p>	<p>serviced on monthly basis as and when debited.</p>		
Indian Overseas Bank Limited	Term Loan	5,000.00	5,000.00	5,000.00	<p>Primary Security – First Paripassu charge by way of hypothecation</p>	<p>30/ 31st of every month, Proposed Term Loan of 50 Crs is to be repaid in 60 Monthly Installments of</p>	<p>CRISIL BBB+ /Stable</p>	<p>Standard</p>

					<p>along with other working capital / term lenders on Current and future standard loan receivables (excluding Stressed Assets) of Company equivalent to 1.25 times of Outstanding amount (Including interest) .</p> <p>Collateral: - Nil</p> <p>Guarantee: Personal guarantee of Mr. Umesh Mohan, Mr. Mohan Gopal akrishnan</p>	<p>83.35 Lacs per month (Last i.e. 60th Installment being 82.35 Lacs) after a moratorium period of 6 Months. Duration is for 5 Years 6 months. Interest to be repaid as and when debited including Holiday period. interest and installment to fall due at the end of the month.</p>		
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					Corporate guarantee of Indel Corporation Private Limited			
State Bank of India	Term Loan	10,000.00	10,000.00	35.31	1. First charge over all movable assets and current assets, including book debts and receivables, cash and bank balances, loans and advances, both present and future, of the Company, on <i>pari passu</i> basis with the Secured Creditors including debent	28 th of every month. Repayment schedule: FY 2025: Rs. 625 Lakhs each Quarter FY 2026: Rs. 625 Lakhs each quarter FY 2027: Rs. 625 Lakhs each quarter FY 2028: Rs. 625 Lakhs each quarter Prepayment penalty: 2% of the prepaid amount + GST"	CRISIL BBB+/Stable	Standard

					<p>ure trustee s and other banks/ FIs in the Multiple Bankin g Arrang ement;</p> <p>2. Perso nal Guara ntee of Mr. Umesh Mohan an and Mr. Mohan an Gopal akrish nan;</p> <p>3. Corpor ate Guara ntee of M/s Indel Corpor ation Privat e Limite d.</p>			
State Bank of India-FCNR	Term Loan	11,000.00	11,000.00	10,421.50	1. First charge over all movab le assets and curren t assets , includi ng book debts	Loan repayme nt and interest payment in Foreign currency - The Loan along with interest there on will have to repaid	CRISIL BBB+/Stable	Stand ard

					and receivables, cash and bank balances, loans and advances, both present and future, of the Company, on pari passu basis with the Secured Creditors including debenture trustees and other banks/FIs in the Multiple Banking Arrangement;	(In terms the repayment schedule of Loan)in foreign currency in which the loan has been granted and the fluctuation in the rate of exchange of foreign currency concerned will be at your risk and cost no dispute on this any nature whatsoever will be entertained by the bank		
					2. Personal Guarantee of Mr. Umesh Mohan and Mr. Mohan Gopal akrish			

					nan; 3. Corporate Guarantee of M/s Indel Corporation Private Limited. Cash Collateral of Rs. 2,25,00,000/ - as Term Deposit in the name of M/s Indel Money Limited			
Hinduja Leyland Finance Limited	Term Loan	1,50 0.00	1,500. 00	268.89	Exclusive first charge (including Corporate Guarantee of Indel Corporation and personal guarantee of promoters) (floating) on portfolio of receivables as	28 th of every month Repayment schedule: Repayable in 18 equal monthly instalments, commencing 1 month from the date of disbursement. Prepayment Penalty: 2% on the outstand	NA	Standard

					acceptable to the lender, from time to time covering 1.1x of the principal at any point of time during the currency of the facility.	ing value of the Facility.		
Hinduja Leyland Finance Limited	Term Loan	1,800.00	1,800.00	1,171.87	Exclusive first charge Guarantee of Indel Corporation Private limited and promoters (floating) on portfolio of receivables as acceptable to the lender, from time to time covering 1.1x of the principal at any	26 th of every month; Repayable in 24 equal monthly instalments, commencing 1 month from the date of disbursement. Prepayment Penalty: 2% on the outstanding value of the Facility.	NA	Standard

					point of time during the currency of the facility.			
Hinduja Leyland Finance Limited	Term Loan	2,700.00	2,700.00	2,393.94	Exclusive first charge (including Corporate Guarantee of Indel Corporation and personal guarantee of promoters) (floating) on portfolio of receivables acceptable to the lender, from time to time covering 1.1x of the principal at any point of time during the currency of the facility.	28 th of every month, Repayment schedule: Repayable in 24 equal monthly instalments, commencing 1 month from the date of disbursement. Prepayment Penalty: 2% on the outstanding value of the Facility.	NA	Standard

Cholamandalam Investment and Finance Company Limited	Term Loan	750.00	750.00	108.37	<p>Exclusive Charge by way of Hypothecation of specific receivables (<=30 Days DPD with coverage of 1.10 times.</p> <p>Personal Guarantee of Mohanan Gopalakrishnan & Umesh Mohanan</p> <p>Corporate Guarantee of holding company M/s Indel Corporation Private Limited</p>	1 st of every month. The principal together with applicable interest rate repaid by way of equated 24 monthly instalments.	NA	Standard
STCI Finance Limited	Term Loan	2,500.00	2,500.00	946.30	Hypothecation of Current assets.	31 st of every month The door to door tenor for the	NA	Standard

					<p>However, book debts /receivable relating to Gold loans fulfilling following criteria, on a pari passu basis with other lenders will be considered for Calculating security cover:</p> <ul style="list-style-type: none"> i) Arising out of Secured loans ii) Of principal dues standard Assets <p>With a coverage of</p>	<p>proposed facility is 24 months without moratorium. Loan repayable in 24 equal monthly instalments. Interest to be serviced separately on monthly basis on the First day of each month.</p>		
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					1.10 times the dues to STCI			
Northern Arc Capital Limited	Term Loan	1,200.00	1,200.00	419.28	1. First and exclusive charge basis by way of hypothecation over the receivables under the loans constituting the Portfolio and any other asset, property or right that the Borrower acquires using the proceeds of the Facility and such other assets of the Borrower such that the	5 th of every month Principal repayment (each tranche) Repayment frequency: Monthly Number of repayments: 12 (Twelve) Prepayment Penalty: 2.00% of the amount prepaid by the Borrower	NA	Standard

					<p>Security Cover is met;</p> <p>2. Guarantee of M/s Indel Corporation Private Limited, Mr. Umesh Mohan and Mr. Gopal akrishnan Mohan.</p> <p>3. Security Cover: 1.10x of the amounts outstanding under the facility.</p>			
Northern Arc Capital Limited	Term Loan	1,800.00	1,800.00	1,212.80	1. First and exclusive charge basis by way of hypothecation over the receivables under the loans constituting the	25 th of every month Principal repayment (each tranche) Repayment frequency: Monthly Number of repayments: 12 (Twelve) Interest payment (each	NA	Standard

					<p>Portfolio and any other asset, property or right that the Borrower acquires using the proceeds of the Facility and such other assets of the Borrower such that the Security Cover is met;</p> <p>2. Guarantee of M/s Indel Corporation Private Limited, Mr. Umesh Mohan and Mr. Gopalakrishnan Mohan.</p> <p>3. Security</p>	<p>tranche) Payment frequency: Monthly Number of payments: 12 (Twelve) Prepayment Penalty: 2.00% of the amount prepaid by the Borrower</p>		
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					Cover: 1.10x of the amounts outstanding under the facility.			
Northern Arc Capital Limited	Term Loan	2,000.00	2,000.00	1,843.73	1. First and exclusive charge basis by way of hypothecation over the receivables under the loans constituting the Portfolio and any other asset, property or right that the Borrower acquires using the proceeds of the Facility and such other assets of the Borrower such that	25th of every month Principal repayment (each tranche) Repayment frequency: Monthly Number of repayments: 12 (Twelve) Interest payment (each tranche) Payment frequency: Monthly Number of payments: 12 (Twelve) Prepayment Penalty: 2.00% of the amount prepaid by the Borrower	NA	Standard

					<p>the Security Cover is met;</p> <p>2. Guarantee of M/s Indel Corporation Private Limited, Mr. Umesh Mohan and Mr. Gopal krishnan Mohan.</p> <p>3. Security Cover: 1.10x of the amounts outstanding under the facility.</p>			
JM financial Products Limited	Term Loan	3,000.00	3,000.00	1,852.81	<p>Primary Security- First and exclusive charge over the receivables under the borrowing Loan Portfolio</p>	<p>1st of every month Repayment frequency: Monthly Number of repayments: 15 (Fifteen)</p> <p>Prepayment Penalty charged rate is:</p>	NA	Standard

					<p>io ("Secu rity") Guara ntee The Guara ntor who/w hich shall provid e uncon ditiona l and irrevoc able guara ntee in the name as Mr. Mohan an Gopal akrish nan and Mr. Umes h Mohan an</p> <p>The Borro wer shall ensure that guara ntor named as Indel Corpor ation Privat e Limite d (Guar antor) Which is parent compa</p>	<p>2.00% of the amount prepaid (plus applicabl e taxes)</p>		
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					ny of Borrower, shall provide corporate Guarantee in favour of the lender in order to secure the facility.			
Bajaj Finance Limited	Term Loan	1000.00	1000.00	800.00	1. Exclusive charge on the present and future gold loan receivables and books debts and other current assets of the Borrower by way of hypothecation with a minimum asset cover of 1.10 times of the principal amount outsta	5 th of every month. principal repayment in 15 equal monthly Installments from date of first disbursement. Interest serving on monthly basis. Prepayment Penalty: 2.00% of the amount prepaid by the Borrower	NA	Standard

					<p>ending at any point of time during the currency of the loan.</p> <p>2. Guarantee of M/s Indel Corporation Private Limited, Mr. Umesh Mohan and Mr. Gopal akrishnan Mohan.</p>			
Profectus Capital Private Limited	Term Loan	1000.00	1000.00	1,000.00	<p>1. Hypothecation of Book debts to the tune of 110% of the Loan Amount financed by Profectus Capital Private Limited and Security PDCs.</p> <p>2. Guara</p>	12 th of every month, NACH for servicing Equated Monthly Installments (EMI), Rs.61,45,735/- Tenor of 18 Months	NA	Standard

					ntee of M/s Indel Corporation Private Limited, Mr. Umesh Mohan and Mr. Gopalakrishnan Mohan.			
South Indian Bank Limited	Cash Credit	750.00	750.00	572.35	Interest repayment to be done on monthly basis. Principal repayment to be done on demand.	Primary Security - Floating and First Passu charge on entire loan receivables with a margin of 25% (excluding the specific charge of existing NCD holders). Personal Guarantee: Personal guarantee of Mr. Umesh Mohan, Mohan Gopalkrishnan, and Mr. Salil Venu.	CRISIL BBB+/Stable	Standard

						<p>Corporate Guarantee:</p> <p>Corporate guarantee of Indel Corporation Private Limited and M/s. U M Ventures Private Limited</p>		
Dhanlaxmi Bank Limited	Cash Credit	1,600.00	1,600.00	824.98	Interest repayment to be done on monthly basis. Principal repayment to be done on demand.	<p>Primary Security</p> <p>- Pari passu first charge on entire loan receivables of the Company (existing/proposed) along with other multiple lenders with a margin of 25% (excluding the specific charge of existing NCD holders and NBFCs who have advanced against exclusive</p>	CRISIL BBB+/Stable	Standard

						receivables). Collateral: Nil Cash Margin- Fixed deposit of ₹8.00 Crore. Lien to be marked and discharged deposit to be kept on records. Personal Guarantee: Personal guarantee of Mr. Umesh Mohanan, Mr. Mohanan Gopalakrishnan. Corporate Guarantee: Corporate guarantee of Indel Corporation Private Limited		
Dhanlaxmi Bank Limited	WC DL	2,400.00	2,400.00	2,400.00	Interest repayment to be done on monthly	Primary Security - Pari passu first charge on entire loan receivables	CRISIL BBB+/Stable	Standard

					<p>y basis. Tranche: Minimum 30 days to Maximum 365 days. WCDL : The amount to be repaid or rolled over within the period of tenor for each tranche.</p> <p>Collateral: Nil</p> <p>Cash Margin-Fixed deposit of ₹8.00 Crore. Lien to be marked and discharged deposit to be kept on records.</p> <p>Personal Guarantee: Personal</p>	<p>les of the Company (existing/proposed) along with other multiple lenders with a margin of 25% (excluding the specific charge of existing NCD holders and NBFCs who have advanced against exclusive receivables).</p>		
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						<p>guarantee of Mr. Umesh Mohanan, Mr. Mohanan Gopalakrishnan. Corporate Guarantee: Corporate guarantee of Indel Corporation Private Limited</p>		
Indian Bank	Over Draft	1,000.00	1,000.00	802.27	<p>Interest repayment to be done on monthly basis. Principal repayment to be done on demand.</p>	<p>Primary Security - Exclusive charge on entire receivables with a margin of 15% (excluding assets ineligible for bank finance, asset securitised & pertaining to group concerns)</p> <p>Guarantee: Personal Guarantee of Mr. Umesh Mohanan and Mr. Mohanan</p>	CRISIL BBB+/Stable	Standard

						Gopalakrishna. Corporate Guarantee of M/s Indel Corporation Private Limited.		
DCB Bank Limited	WC DL	1,000.00	1,000.00	-	Interest repayment to be done on monthly basis. Principal repayment to be done on demand.	Primary Security - Exclusive Charge on specific non-delinquent receivables/book debts other than those specifically charged to other lenders covering 1.25 times of our exposure at all times. Personal/Corporate Guarantee - Personal Guarantee of Mr. Mohan Gopalakrishnan & Umesh Mohan	CRISIL BBB+/Stable	Standard

						Corporate Guarantee of Indel Corporation Pvt Limited		
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(b) **Details of Outstanding Unsecured Loan Facilities as on the preceding quarter (as on June 30, 2024):**

Name of Lender	Type of Facility	Amount Sanctioned (INR in Crore)	Principal Amount Outstanding (INR in Crore)	Repayment Date / Schedule	Credit Rating, if applicable
Nil	Nil	Nil	Nil	Nil	Nil
Total		Nil	Nil		

(c) **Details of Outstanding Non-Convertible Securities as on the preceding quarter (as on June 30, 2024):**

Debenture Series	ISIN	Date of Allotment	Coupon	Principal Amount Outstanding	Tenor / Period of Maturity	Redemption Date	Security	Credit Rating
				(₹ in lakhs)				
LXXVII	-	02-07-2019	12	13	72 MONTHS	02-07-2025	Book Debt	NA
LXXVIII	-	19-07-2019	11.5	1.5	11 MONTHS	21-06-2024	Book Debt	NA
LXXVIII	-	19-07-2019	11.75	17	60 MONTHS	19-07-2024	Book Debt	NA
LXXIX	-	29-07-2019	11	5	11 MONTHS	05-07-2024	Book Debt	NA
LXXIX	-	29-07-2019	11.5	10	11 MONTHS	30-06-2024	Book Debt	NA
LXXIX	-	29-07-2019	11.75	5	60 MONTHS	29-07-2024	Book Debt	NA
LXXXI	-	30-08-2019	11.75	7	60 MONTHS	30-08-2024	Book Debt	NA
LXXXI	-	30-08-2019	12	5	72 MONTHS	30-08-2025	Book Debt	NA
LXXXIII	-	16-09-2019	11.75	5	60 MONTHS	16-09-2024	Book Debt	NA
LXXXIV	-	28-09-2019	12	5	72 MONTHS	28-09-2025	Book Debt	NA
LXXXV	-	11-10-2019	11.75	1	60 MONTHS	11-10-2024	Book Debt	NA

LXXXVI	-	24-10-2019	11	5	11 MONTHS	28-09-2024	Book Debt	NA
LXXXVI	-	24-10-2019	11	15	11 MONTHS	01-10-2024	Book Debt	NA
LXXXVII	-	21-11-2019	11	7	11 MONTHS	25-10-2024	Book Debt	NA
LXXXVII	-	21-11-2019	11	22	11 MONTHS	28-10-2024	Book Debt	NA
LXXXVII	-	21-11-2019	16	1	11 MONTHS	28-10-2024	Book Debt	NA
LXXXVIII	-	16-12-2019	11	13.5	11 MONTHS	23-11-2024	Book Debt	NA
LXXXVIII	-	16-12-2019	11	3	366 DAYS	22-11-2024	Book Debt	NA
LXXXIX	-	31-12-2019	11.75	10	60 MONTHS	31-12-2024	Book Debt	NA
XC	-	15-01-2020	11	1.25	11 MONTHS	22-12-2024	Book Debt	NA
XC	-	15-01-2020	11.75	3	60 MONTHS	15-01-2025	Book Debt	NA
XCII	-	28-02-2020	11.75	8	60 MONTHS	28-02-2025	Book Debt	NA
XCII	-	28-02-2020	12	20	60 MONTHS	28-02-2025	Book Debt	NA
XCIII	-	23-03-2020	11.75	5	60 MONTHS	23-03-2025	Book Debt	NA
XCIII	-	23-03-2020	12	0.5	60 MONTHS	23-03-2025	Book Debt	NA
XCV	-	26-05-2020	11.75	3	60 MONTHS	26-05-2025	Book Debt	NA
XCV	-	26-05-2020	12	25	60 MONTHS	26-05-2025	Book Debt	NA
XCVI	-	10-06-2020	11.75	12	60 MONTHS	10-06-2025	Book Debt	NA
XCVI	-	10-06-2020	12	21	60 MONTHS	10-06-2025	Book Debt	NA
XCVII	-	30-06-2020	11.5	15.85	60 MONTHS	30-06-2025	Book Debt	NA
XCVIII	-	17-07-2020	10.75	5	366 DAYS	23-07-2024	Book Debt	NA
XCVIII	-	17-07-2020	11.5	6	60 MONTHS	17-07-2025	Book Debt	NA
XCIX	-	30-07-2020	11	5	366 DAYS	31-07-2024	Book Debt	NA
XCIX	-	30-07-2020	11.5	7	60 MONTHS	30-07-2025	Book Debt	NA
C	-	19-08-2020	10.5	2.75	366 DAYS	25-08-2024	Book Debt	NA
C	-	19-08-2020	11.5	6.25	60 MONTHS	19-08-2025	Book Debt	NA
CI	-	27-08-2020	11.5	10	60 MONTHS	27-08-2025	Book Debt	NA
CI	-	27-08-2020	12.5	75	60 MONTHS	27-08-2025	Book Debt	NA
CII	-	09-09-2020	11	2	366 DAYS	10-09-2024	Book Debt	NA
CII	-	09-09-2020	11.5	7	366 DAYS	10-09-2024	Book Debt	NA
CII	-	09-09-2020	11.5	10.44	60 MONTHS	09-09-2025	Book Debt	NA
CIV	-	13-10-2020	11.25	7	366 DAYS	19-10-2024	Book Debt	NA

CV	-	28-10-2020	10.5	10	366 DAYS	31-10-2024	Book Debt	NA
CV	-	28-10-2020	10.5	13	366 DAYS	03-11-2024	Book Debt	NA
CV	-	28-10-2020	11.5	10	60 MONTHS	28-10-2025	Book Debt	NA
CVI	-	20-11-2020	11	15	366 DAYS	21-11-2024	Book Debt	NA
CVI	-	20-11-2020	11.5	30	60 MONTHS	20-11-2025	Book Debt	NA
CVII	-	07-12-2020	11.5	10	60 MONTHS	07-12-2025	Book Debt	NA
CVIII	-	21-12-2020	10.5	8	24 MONTHS	25-12-2024	Book Debt	NA
CVIII	-	21-12-2020	10.5	8	366 DAYS	27-12-2024	Book Debt	NA
CVIII	-	21-12-2020	11	10	366 DAYS	22-12-2024	Book Debt	NA
CVIII	-	21-12-2020	11.5	0.5	60 MONTHS	21-12-2025	Book Debt	NA
CIX	-	12-01-2021	11.5	31	60 MONTHS	12-01-2026	Book Debt	NA
CX	-	02-02-2021	11	9.9	366 DAYS	03-02-2025	Book Debt	NA
CX	-	02-02-2021	11.25	2	366 DAYS	08-02-2025	Book Debt	NA
CX	-	02-02-2021	11.5	2	60 MONTHS	02-02-2026	Book Debt	NA
CXI	-	24-02-2021	11.5	1	60 MONTHS	24-02-2026	Book Debt	NA
CXI	-	24-02-2021	12	20	366 DAYS	25-02-2025	Book Debt	NA
CXII	-	11-03-2021	10.5	25	366 DAYS	17-03-2025	Book Debt	NA
CXII	-	11-03-2021	11.5	2	60 MONTHS	11-03-2026	Book Debt	NA
CXIII	-	26-03-2021	11.5	20	60 MONTHS	26-03-2026	Book Debt	NA
CXIV	-	15-04-2021	11.5	2	60 MONTHS	15-04-2026	Book Debt	NA
CXV	-	29-04-2021	11.5	28	60 MONTHS	29-04-2026	Book Debt	NA
CXVI	-	14-05-2021	11.25	10	60 MONTHS	14-05-2026	Book Debt	NA
CXVI	-	14-05-2021	11.5	25	60 MONTHS	14-05-2026	Book Debt	NA
CXVIII	-	22-06-2021	10.25	0.75	60 MONTHS	22-06-2024	Book Debt	NA
CXX	-	07-07-2021	10.25	5	60 MONTHS	07-07-2024	Book Debt	NA
CXX	-	07-07-2021	10.5	5	60 MONTHS	07-07-2024	Book Debt	NA
CXX	-	07-07-2021	11	10	60 MONTHS	07-07-2026	Book Debt	NA
CXX	-	07-07-2021	11.25	5	60 MONTHS	07-07-2026	Book Debt	NA
CXXI	-	15-07-2021	10.5	5	60 MONTHS	15-07-2026	Book Debt	NA
CXXII	INE0BUS0710 6	03-11-2021	10.5	41.75	18 MONTHS	04-11-2024	Book Debt	NA
CXXIII	INE0BUS0712 2	15-11-2021	10.75	9.5	60 MONTHS	15-11-2024	Book Debt	NA

CXXIII	INE0BUS07130	15-11-2021	11	5	60 MONTHS	15-05-2026	Book Debt	NA
CXXIV	INE0BUS07148	22-11-2021	10.82	5	60 MONTHS	22-11-2024	Book Debt	NA
CXXV	INE0BUS07197	02-12-2021	10.82	8	60 MONTHS	02-12-2024	Book Debt	NA
CXXV	INE0BUS07205	02-12-2021	11	27.5	60 MONTHS	02-06-2026	Book Debt	NA
CXXV	INE0BUS07213	02-12-2021	11.5	40	60 MONTHS	02-06-2026	Book Debt	NA
CXXVI	INE0BUS07254	09-12-2021	10.75	17	60 MONTHS	09-12-2024	Book Debt	NA
CXXVIII	INE0BUS07296	28-12-2021	10.75	10	60 MONTHS	28-12-2024	Book Debt	NA
CXXVIII	INE0BUS07304	28-12-2021	10.82	10	60 MONTHS	28-12-2024	Book Debt	NA
CXXVIII	INE0BUS07312	28-12-2021	11	20	60 MONTHS	28-06-2026	Book Debt	NA
CXXVIII	INE0BUS07320	28-12-2021	12	3	61 MONTHS	28-01-2027	Book Debt	NA
CXXIX	INE0BUS07353	04-01-2022	11	15	60 MONTHS	04-07-2026	Book Debt	NA
CXXIX	INE0BUS07361	04-01-2022	11.5	9	60 MONTHS	04-08-2026	Book Debt	NA
CXXXI	INE0BUS07395	29-01-2022	11	14	60 MONTHS	29-07-2026	Book Debt	NA
CXXXI	INE0BUS07403	29-01-2022	12	16	61 MONTHS	28-02-2027	Book Debt	NA
CXXXIV	INE0BUS07452	19-03-2022	11	12	60 MONTHS	19-10-2026	Book Debt	NA
CXXXVI	INE0BUS07494	30-04-2022	11	15	60 MONTHS	30-04-2027	Book Debt	NA
CXXXVIII	INE0BUS07619	30-07-2022	10.55	5	60 MONTHS	30-07-2024	Book Debt	NA
CXXXIX	INE0BUS07668	18-08-2022	10.55	56	60 MONTHS	18-08-2024	Book Debt	NA
CXXXIX	INE0BUS07676	18-08-2022	11	14.5	60 MONTHS	18-08-2027	Book Debt	NA
CXL	INE0BUS07692	27-09-2022	10.55	25.8	60 MONTHS	27-09-2024	Book Debt	NA
CXLI	INE0BUS07718	27-10-2022	10.55	31	60 MONTHS	27-10-2024	Book Debt	NA

CXLI	INE0BUS0773 4	27-10-2022	11	2	60 MONTHS	27-10-2027	Book Debt	NA
CXLII	INE0BUS0777 5, INE0BUS0778 3	03-12-2022	10.55	64.7	60 MONTHS	03-12-2024	Book Debt	NA
CXLII	INE0BUS0776 7	03-12-2022	11	15	60 MONTHS	03-12-2027	Book Debt	NA
CXLIII	INE0BUS0780 9	17-01-2023	10.55	12	60 MONTHS	17-01-2025	Book Debt	NA
CXLIII	INE0BUS0781 7	17-01-2023	11	5	60 MONTHS	17-01-2028	Book Debt	NA
CXLIV	INE0BUS0782 5	24-02-2023	10	31	60 MONTHS	24-08-2024	Book Debt	NA
CXLIV	INE0BUS0784 1	24-02-2023	10.55	42	60 MONTHS	24-02-2025	Book Debt	NA
CXLV	INE0BUS0787 4	31-03-2023	10	10	60 MONTHS	30-09-2024	Book Debt	NA
CXLV	INE0BUS0786 6	31-03-2023	10.55	14.75	60 MONTHS	31-03-2025	Book Debt	NA
CXLV	INE0BUS0785 8	31-03-2023	11	20	60 MONTHS	31-03-2028	Book Debt	NA
CXLVI	INE0BUS0789 0	28-04-2023	10.55	10	60 MONTHS	28-04-2025	Book Debt	NA
CXLVI	INE0BUS0791 6	28-04-2023	11	80	60 MONTHS	28-04-2025	Book Debt	NA
CXLVI	INE0BUS0790 8	28-04-2023	11	10	60 MONTHS	28-04-2028	Book Debt	NA
CXLVII	INE0BUS0799 9	18-05-2023	10.55	15	60 MONTHS	18-05-2025	Book Debt	NA
03_BC	INE0BUS07AA 5	05-06-2023	8.17	1000	60 MONTHS	05-09-2024	Book Debt	Acu ite BB B+/ Sta ble
03_BC	INE0BUS07AB 3	05-06-2023	8.4	1500	60 MONTHS	05-09-2024	Book Debt	Acu ite BB B+/ Sta ble
CXLVIII	INE0BUS07AC 1	28-07-2023	9	15	60 MONTHS	28-07-2024	Book Debt	NA
CXLVIII	INE0BUS07AH 0	28-07-2023	10	5	60 MONTHS	28-01-2025	Book Debt	NA

CXLVIII	INE0BUS07AG 2	28-07-2023	10.55	37.55	60 MONTHS	28-07-2025	Book Debt	NA
CXLVIII	INE0BUS07AF 4	28-07-2023	10.75	21	60 MONTHS	28-07-2025	Book Debt	NA
CXLVIII	INE0BUS07AD 9	28-07-2023	11.5	6	61 MONTHS	28-08-2028	Book Debt	NA
CXLVIII	INE0BUS07AE 7	28-07-2023	12.25	15	72 MONTHS	28-07-2029	Book Debt	NA
CXLIX	INE0BUS07AI 8	02-09-2023	10.55	39.5	60 MONTHS	02-09-2025	Book Debt	NA
CL	INE0BUS07A M0	25-09-2023	9	20.5	60 MONTHS	25-09-2024	Book Debt	NA
CL	INE0BUS07AL 2	25-09-2023	10	10	60 MONTHS	25-03-2025	Book Debt	NA
CL	INE0BUS07AK 4	25-09-2023	10.55	42.25	60 MONTHS	25-09-2025	Book Debt	NA
04_BC	INE0BUS07AJ 6	19-10-2023	8.17	2500	60 MONTHS	19-01-2025	Book Debt	CRI SIL BB B+/ Sta ble
CLI	INE0BUS07AO 6	20-11-2023	10.55	21	60 MONTHS	20-11-2025	Book Debt	NA
CLI	INE0BUS07AN 8	20-11-2023	11	8	60 MONTHS	20-11-2028	Book Debt	NA
CLI	INE0BUS07AP 3	20-11-2023	11.5	50	60 MONTHS	20-11-2028	Book Debt	NA
CLII	INE0BUS07AQ 1	27-12-2023	9	3	60 MONTHS	27-12-2024	Book Debt	NA
CLII	INE0BUS07AR 9	27-12-2023	10.55	5	60 MONTHS	27-12-2025	Book Debt	NA
05_BC	INE0BUS07BA 3	19-06-2024	11	2500	15 MONTHS	19-09-2025	Book Debt	CRI SIL BB B+/ Sta ble
NCD Issue I Secured, Redeemable, Listed, Rated Non- Convertible Debentures	INE0BUS0706 4	25-10-2021	10.75 %	573.2 8	36 Months	24-10-2024	First ranking Pari passu charge with Existing Secured Creditors, on current assets, including book debts,	'CR ISI L BB B/S tabl e'
	INE0BUS0707 2		10.75 %	90.57	36 Months	24-10-2024		
	INE0BUS0708 0		10.82 %	238.6 8	36 Months	24-10-2024		
	INE0BUS0709 8		11.00 %	631.8 3	54 Months	24-04-2026		

NCD Issue II Secured, Redeemable, Listed, Rated Non- Convertible Debentures	INE0BUS0756 9	28-06-2022	11.00 %	2,101. 24	61 Months	27-07-2027	receivables , loans and advances and cash & bank balances (excluding Reserves created in accordance with law and exclusive charge created in favour of secured charge holders in terms of their respective loan agreements /do cuments), both present and future of the Company	'AC UIT E BB B+ /St abl e'
	INE0BUS0757 7		11.50 %	689.1 8	77 Months	27-11-2028		
NCD Issue III, Secured, Redeemable, Listed, Rated Non- Convertible Debentures	INE0BUS0793 2	23-06-2023	9.00%	366.9 9	400 Days	27-07-2024		'CR ISI L BB B+ /St abl e'
	INE0BUS0792 4		9.00%	445.5 3	400 Days	27-07-2024		
	INE0BUS0798 1		10.50 %	2,647. 83	24 Months	23-06-2025		
	INE0BUS0797 3		10.75 %	940.0 5	24 Months	23-06-2025		
	INE0BUS0794 0		11.50 %	2,805. 35	61 Months	23-07-2028		
	INE0BUS0795 7		11.50 %	47.34	61 Months	23-07-2028		
	INE0BUS0796 5		12.25 %	1,478. 77	72 Months	23-06-2029		
NCD Issue IV Secured, Redeemable, Listed, Rated Non- Convertible Debentures	INE0BUS07AY 5	16-02-2024	9.00%	441.9 8	366 Days	16-02-2025		'CR ISI L BB B+ /St abl e'
	INE0BUS07AZ 2		9.00%	402.0 5	366 Days	16-02-2025		
	INE0BUS07AX 7		9.75%	305.0 7	24 Months	13-02-2026		
	INE0BUS07A W9		9.75%	170.7 7	24 Months	13-02-2026		
	INE0BUS07AS 7		10.75 %	1,653. 10	36 Months	15-02-2027		
	INE0BUS07AU 3		10.75 %	267.3 7	36 Months	15-02-2027		
	INE0BUS07AT 5		11.50 %	3,232. 30	60 Months	15-02-2029		
	INE0BUS07AV 1		12.25 %	1,340. 11	72 Months	15-02-2030		
TOTAL				30141 .88				

(d) **Details of Outstanding commercial papers as on the preceding quarter (as on June 30, 2024):**

Series of NCS	ISIN	Tenor / Maturity Period	Coupon	Amount Outstanding	Date of Allotment	Redemption Date / Schedule	Credit Rating	Secured / Unsecured	Security	Other details viz. details of Issuing and Paying Agent, details of Credit Rating Agencies
Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil

5.15 List of top 10 holders of non-convertible securities in terms of value as on the preceding quarter (as on June 30, 2024) (in cumulative basis):

Sl. No	Name of holder	Category of holder	Face Value of holding	Holding as a % of total non-convertible outstanding securities of the Issuer
1	Credavenue Securities Private Limited	NCD	1,000	6.34%
2	IKF Finance Limited	NCD	1,000	2.92%
3	Poddar Tyres Limited	NCD	1,000	1.75%
4	Santosh Rubber Machinery Private Limited	NCD	1,000	1.32%
5	Indel Capital Ventures and Investments Private Limited	NCD	1,000	1.11%
6	Shri Ram Finance Corporation	NCD	1,000	1.08%
7	Ramesh Hariharan	NCD	1,000	0.88%
8	Mas Financial Services Limited	NCD	1,000	0.76%
9	Asokan	NCD	1,000	0.72%
10	Arunkumar Ramanlal Gandhi	NCD	1,000	0.58%

5.16 List of top 10 holders of commercial papers in terms of value as on the preceding quarter (as on June 30, 2024) (in cumulative basis):

Sl. No	Name of holder	Category of holder	Face Value of holding	Holding as a % of total commercial
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				paper outstanding of the Issuer
Nil	Nil	Nil	Nil	Nil

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

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

- 5.18 The amount of corporate guarantee or letter of comfort issued by the issuer along with name of the counterparty (like name of the subsidiary, joint venture entity, group company, etc.) on behalf of whom it has been issued, contingent liability including debt service reserve account guarantees/ any put option etc.**

Nil

- 5.19 Details of any outstanding borrowing taken / debt securities issued for consideration other than cash. This information shall be disclosed whether such borrowing / debt securities have been taken / issued: (i) in whole or part, (ii) at a premium or discount, or (iii) in pursuance of an option or not:**

Nil

- 5.20 Details of all defaults and/or delay in payments of interest and principal of any kind of term loans, debt securities, commercial paper (including technical delay) and other financial indebtedness including corporate guarantee or letters of comfort issued by the Company, in the preceding 3 (three) years, including the current financial year:**

Nil

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

As set out in **Annexure VII** hereinbelow.

- 5.22 Financial Information**

- (a) **The audited financial statements (i.e. Profit & Loss statement, Balance Sheet and Cash Flow statement) both on a standalone and consolidated basis for a period of three completed years and the unaudited financial statements for the period ended 30th June 2024:**

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

The audited financial statements of the Issuer for the year ended 31st March 2024, 31st March 2023, and 31st March 2022 along with the unaudited financial statements for the period ended 30th June 2024 are set out in **Annexure V** hereto.

It shall be noted that the audited financial statements have been certified by the statutory auditor who holds a valid certificate issued by the peer review board of the Institute of Chartered Accountants of India.

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

Not Applicable

- (c) **Listed issuers (whose debt securities or specified securities are listed on recognised stock exchange(s)) in compliance with the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, may disclose unaudited limited review financial information for the stub period in the format as prescribed therein with limited review report in the General Information Document, as filed with the stock exchanges, instead of audited financial statements for stub period, subject to making necessary disclosures in this regard in General Information Document including risk factors.**

Please refer to **Annexure V** for the financial statements for the financial year ending March 31, 2024, March 31, 2023, and March 31, 2022 along with the unaudited limited review financial statements for the period ended 30th June 2024.

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

- (i) The issue is made on the EBP platform irrespective of the issue size; and
- (ii) The issue is open for subscription only to Qualified Institutional Buyers.

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

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

The Issuer hereby declares that there has been no material event, development or change on the financials/credit quality (e.g. any material regulatory proceedings against the Issuer/promoters, tax litigations resulting in material liabilities, corporate restructuring event etc.) at the time of issue, which may affect the Issue or the Investor's decision to invest/ continue to invest in the debt securities of the Issuer.

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

NIL

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

NIL

5.26 Details of pending litigation involving the issuer, promoter, director, subsidiaries, group companies or any other person, whose outcome could have material adverse effect on the financial position of the issuer, which may affect the issue or the investor's decision to invest / continue to invest in the debt securities and/or non-convertible redeemable preference shares. – NIL**5.27 Details of acts of material frauds committed against the Company in the preceding 3 (three) financial years and current financial year, if any, and if so, the action taken by the Company**

Please refer to Point 10.12 under Section 10 (*Form PAS-4*) of this General Information Document.

5.28 Details of pending proceedings initiated against the Company for economic offences, if any

NIL

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

Parties	Consent
Directors	As provided in the Key Information Document
Auditors	As provided in the Key Information Document
Bankers	As provided in the Key Information Document
Debenture Trustee	As provided in the Key Information Document
Solicitors / Advocates	As provided in the Key Information Document
Legal Advisors	As provided in the Key Information Document
Registrar	As provided in the Key Information Document

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

As specified in the relevant Key Information Document.

5.31 Details of credit rating along with reference to the rating letter issued (not older than one month on the date of opening of the issue) by the rating agencies in relation to the issue shall be disclosed. The detailed press release of the Credit Rating Agencies along with rating rationale(s) adopted (not older than one year on the date of opening of the issue) shall also be disclosed.

As specified in the relevant Key Information Document.

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

As specified in the relevant Key Information Document.

5.33 Disclosure of Cash flow with date of interest/dividend/ redemption payment as per day count convention

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

Coupon and all other charges shall accrue based on actual/actual day count convention in accordance with Chapter III (Day count convention, disclosure of cash flows and other disclosures in the offer document) of the SEBI NCS Master Circular, as may be amended and modified from time to time;

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

Please refer to the column on “*Issue Timing*” under Section 5.38 (*Issue Details*) of this General Information Document; and

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

The cashflows emanating from the Non-Convertible Securities, by way of an illustration, are set out in the respective Key Information Document.

5.34 Name(s) of the stock exchange(s) where the non-convertible securities are proposed to be listed and the details of their in-principle approval for listing obtained from these stock exchange(s). If non-convertible securities are proposed to be listed on more than one stock exchange(s) then the issuer shall specify the designated stock exchange for the issue. The issuer shall specify the stock exchange where the recovery expense fund is being/has been created as specified by the Board:

The Non-Convertible Securities are proposed to be listed on the WDM segment of the BSE and / or NSE. The Issuer shall comply with the requirements of the listing agreement for debt securities to the extent applicable to it on a continuous basis.

The Issuer has obtained the in-principle approval for the listing of the Non-Convertible Securities from BSE and / or NSE and the same is annexed in **Annexure VI** hereto. The Issuer shall also be creating the recovery expense fund prescribed as per the SEBI Debenture Trustees Master Circular and relevant applicable SEBI regulations with BSE and / or NSE.

The Non-Convertible Securities are not proposed to be listed on more than one stock exchange.

5.35 Other details:

- (a) 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:

NIL

- (b) 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:

NIL

(c) **Creation of Debenture Redemption Reserve ("DRR") – relevant legislations and applicability:**

- (i) The Company hereby agrees and undertakes that, if required under Applicable Law, it will create a debenture redemption reserve ("**DRR**") in accordance with the provisions of the Act (and the rules and regulations made thereunder) and the guidelines issued by the relevant Governmental Authorities.
- (ii) If any guidelines are formulated (or modified or revised) by any Governmental Authority in respect of creation of the DRR prior to the Final Settlement Date, then the Company shall comply with such guidelines and shall do all deeds, acts and things as may be required by the Debenture Trustee in respect of the creation and maintenance of the DRR.
- (iii) Where applicable, the Company shall submit to the Debenture Trustee a certificate duly certified by a chartered accountant certifying that the Company has transferred the required amount to the DRR at the end of each Financial Year.
- (iv) In addition to the above, to the extent required by Applicable Law, the Company shall, in any Financial Year, in respect of any amounts of the Non-Convertible Securities maturing in such Financial Year, invest or deposit amounts up to such thresholds as may be prescribed by Applicable Law and in such form and manner as prescribed therein and within the time periods prescribed therein.

(d) **Issue / instrument specific regulations - relevant details (Companies Act, Reserve Bank of India guidelines etc.):**

The Issue of Non-Convertible Securities shall be in conformity with the applicable provisions of the Companies Act including the relevant notified rules thereunder, the SEBI NCS Regulations, the SEBI Debenture Trustees Master Circular, the LODR Regulations the NBFC Directions, the NCD Issuance Directions and the applicable guidelines and directions issued by the RBI and SEBI.

(e) **Default in payment:**

Please refer to the terms and conditions of the Non-Convertible Securities set out in Section 5.38 (Issue Details) of this General Information Document.

As specified in the relevant Key Information Document.

(f) **Delay in listing:**

In accordance with the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 as amended from time to time, read together with the requirements in respect of the timelines for listing of debt securities issued on a private placement basis prescribed in Chapter VII (*Standardization of timelines for listing of securities issued on a private placement basis*) of the SEBI NCS Master Circular, the Issuer confirms that in the event there is any delay in listing a of the Non-Convertible Securities beyond (T+3) working days, wherein "**T**" shall be referred to the issue closing date, the Company will pay to the Debenture Holders, penal interest of 1% (one percent) per annum over the Interest Rate, from the date of allotment of the Non-Convertible Securities until the listing of the Non-Convertible Securities is completed.

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

- (i) The Issuer shall ensure that the Non-Convertible Securities are allotted to the respective Debenture Holders and are credited into the demat accounts of the relevant Debenture Holders within the timelines prescribed under the SEBI Listing Timelines Requirements.
- (ii) If the Issuer fails to allot the Non-Convertible Securities to the Applicants within 60 (sixty) calendar days from the date of receipt of the Application Monies ("**Allotment Period**"), it shall repay the Application Monies to the Applicants within 15 (fifteen) calendar days from the expiry of the Allotment Period ("**Repayment Period**").
- (iii) If the Issuer fails to repay the Application Monies within the Repayment Period, then Issuer shall be liable to repay the Application Monies along with interest at the applicable Interest Rate or 12% (twelve percent) per annum, whichever is higher, from the expiry of the Allotment Period.

(h) **Issue details:**

Please refer to Section 5.38 (*Issue Details*) of this General Information Document

(i) **Application process:**

The application process for the Issue is as provided in Section 8 of this General Information Document.

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

All disclosures under Form No. PAS-4 of Companies (Prospectus and Allotment of Securities), Rules, 2014 have been set out in Section 10.

(k) **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:**

As set out in the respective KID

5.36 A statement containing particulars of the dates of, and parties to all material contracts, agreements:

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

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

S. No.	Nature of Contract
1.	Certified true copy of the Memorandum & Articles of Association of the Issuer.
2.	Copy of the resolution passed by the board of directors of the Company dated 31 st May 2024 authorizing the issuance of the debentures read along with the resolution passed by the finance committee of the board of directors as set out in the respective Key Information Document. In case of any further resolution passed by the Issuer in relation to the subject (as shall be required) shall be annexed in the relevant Key Information Document from time to time

S. No.	Nature of Contract
3.	Board Resolution authorizing the respective Tranche/Issuance of Debentures offered under the terms of this Key Information Document shall be as more particularly as set out in the relevant Key Information Document, from time to time.
4.	Copy of the resolution passed by the shareholders of the Company at the Extra-ordinary General Meeting under Section 42 of the Act held on 31 st May 2024 authorizing the issue / offer of Non-Convertible Securities by the Company. In case of any further resolution passed by the Issuer in relation to the subject (as shall be required) shall be annexed in the relevant Key Information Document from time to time;
5.	Copies of the resolutions passed by the shareholders of the Company at the Extra-ordinary General Meeting under Section 180(1)(a) and Section 180(1)(c) of the Act held on 20 th April 2023 authorising the Company to borrow, upon such terms as the board may think fit, up to an aggregate limit of 1500 Crores (One Thousand Five Hundred Crores Only). In case of any further resolution passed by the Issuer in relation to the subject (as shall be required) shall be annexed in the relevant Key Information Document from time to time.
6.	Copies of Annual Reports of the Company for the last three financial years.
7.	Credit rating letter from the Rating Agent, rating rationale from the Rating Agent along with detailed press release shall be set out in the relevant Key Information Document.
8.	Letter from debenture trustee dated 01 st October 2024 having reference number - CL/MUM/24-25/DEB/135 giving its consent to act as Debenture Trustee, for the first issuance under this General Information Document, a copy of which is set out in Annexure III of this General Information Document. The debenture trustee consent letter for the subsequent Tranche / Issuances of the Debentures shall be as more particularly as set out in the relevant Key Information Document, as shall be issued from time to time.
9.	Letter from the Registrar and Transfer Agent dated 04 th October 2024 giving its consent to act as the Registrar and Transfer Agent, for the first issuance under this General Information Document. The consent letter from the Registrar and Transfer Agent for the subsequent Tranche / Issuances of the Debentures shall be as more particularly as set out in the relevant Key Information Document, as shall be issued from time to time.
10.	Certified true copy of the certificate of incorporation of the Company.
11.	Certified true copy of the tripartite agreement between the Company, the Registrar & Transfer Agent and the NSDL / CDSL.
12.	Copy of application made to BSE for grant of in-principle approval for listing of Non-Convertible Securities.
13.	Relevant Tranche/Issuance Debenture Trustee Agreement to be executed by the Issuer and the Debenture Trustee.
14.	Relevant Tranche/Issuance Debenture Trust Deed to be executed by the Issuer and the Debenture Trustee.
15.	Relevant Tranche/Issuance Deed of Hypothecation(s) to be executed by the Issuer and the Debenture Trustee.
16.	Any other document as deemed relevant and applicable.

5.37 Issue Details applicable for this first issuance of the Commercial Papers shall be as set out in the Key Information Document. The issue details of the subsequent issuance of the relevant Non-Convertible Securities / Commercial Papers shall be set out in the relevant Key Information Document that shall be issued from time to time.

5.38 Issue Details applicable for this first issuance of the Debentures under the General Information Document. The issue details of the subsequent issuance of the relevant Non-Convertible Securities shall be set out in the relevant Key Information Document that shall be issued from time to time.

Security Name (Name of the non-convertible securities which includes Coupon / dividend, Issuer Name and maturity year)	As specified in the relevant Key Information Document.
Issuer	Indel Money Limited
Type of Instrument	As specified in the relevant Key Information Document.
Nature of Instrument (Secured or Unsecured)	As specified in the relevant Key Information Document.
Seniority (Senior or subordinated)	As specified in the relevant Key Information Document.
Eligible Investors	As specified in the relevant Key Information Document.
Listing (name of stock Exchange(s) where it will be listed and timeline for listing)	As specified in the relevant Key Information Document.

- (a) The Issuer shall submit all duly completed documents to the BSE and / or NSE, SEBI, ROC or any other Governmental Authority, as are required under Applicable Law and procure permission for listing of the Non-Convertible Securities from the Stock Exchange within (T+3) working days, wherein "T" shall be referred to the issue closing date ("**Listing Period**") of the relevant Tranche / Issuance of Debentures.
- (b) The Issuer shall ensure that the Non-Convertible Securities continue to be listed on the wholesale debt market segment of the BSE and / or NSE.
- (c) In the event there is any delay in listing of the Debentures beyond (T+3) working days, wherein "T" shall be referred to the issue closing date of the relevant issuance of the Debenture, the Issuer will pay to the Debenture Holders, penal interest of 1% (one percent) per annum over the Interest Rate, from the date of allotment of the Debentures until the listing of the Debentures is completed.

Rating of Instrument	As specified in the relevant Key Information Document.
Minimum Subscription	As specified in the relevant Key Information Document.
Option to retain oversubscription (Amount)	As specified in the relevant Key Information Document.
Objects of the Issue / Purpose for which there is requirement of funds	As specified in the relevant Key Information Document.
In case the issuer is a NBFC and the objects of the issue entail loan to any entity who is a 'group company' then disclosures shall be made in the prescribed format:	As specified in the relevant Key Information Document.

Details of the utilization of the Proceeds	As specified in the relevant Key Information Document.
Coupon Rate	As specified in the relevant Key Information Document.
Step Up Coupon Rate	As specified in the relevant Key Information Document.
Coupon Payment Frequency	As specified in the relevant Key Information Document.
Coupon Payment Dates	As specified in the relevant Key Information Document.
Coupon Type (Fixed, floating or other structure)	As specified in the relevant Key Information Document.
Coupon Reset Process (including rates, spread, effective date, interest rate cap and floor etc.)	As specified in the relevant Key Information Document.
Day Count Basis (Actual / Actual)	<p>Actual / Actual.</p> <p>The Coupon (if any) shall be computed on the basis of actual number of days elapsed in a year, for this purpose a year shall comprise of a period of 365 (Three Hundred and Sixty-Five) days.</p> <p>In case of a leap year, if 29th February of the relevant leap year falls during the Tenor of the Non-Convertible Securities, then the number of days shall be reckoned as 366 (Three Hundred and Sixty-Six) days for the one-year period.</p>
Interest on Application Monies	As specified in the relevant Key Information Document.
Default Interest Rate	As specified in the relevant Key Information Document.
Tenor	As specified in the relevant Key Information Document.
Redemption Date / Maturity Date	As specified in the relevant Key Information Document.
Redemption Amount	As specified in the relevant Key Information Document.
Early Redemption/ Mandatory Redemption	As specified in the relevant Key Information Document.
Early Redemption Date/ Mandatory Redemption	As specified in the relevant Key Information Document.
Early Redemption Notice	As specified in the relevant Key Information

	Document.
Voluntary Redemption	As specified in the relevant Key Information Document.
Redemption Premium/ Discount	As specified in the relevant Key Information Document.
Issue Price	As specified in the relevant Key Information Document.
Discount at which security is issued and the effective yield as a result of such discount	As specified in the relevant Key Information Document.
Premium / Discount at which security is redeemed and the effective yield as a result of such premium / discount	As specified in the relevant Key Information Document.
Put Date	As specified in the relevant Key Information Document.
Put Price	As specified in the relevant Key Information Document.
Call Date	As specified in the relevant Key Information Document.
Call Price	As specified in the relevant Key Information Document.
Put Notification Time (Timelines by which the investor need to intimate Issuer before exercising the put)	As specified in the relevant Key Information Document.
Call Notification Time (Timelines by which the Issuer need to intimate investor before exercising the call)	As specified in the relevant Key Information Document.
Face Value	As specified in the relevant Key Information Document.
Minimum Application and in multiples of thereafter	As specified in the relevant Key Information Document.
Issue Timing 1) Issue Opening Date 2) Issue Closing Date 3) Date of earliest closing of the Issue, if any 4) Pay-in Date 5) Deemed Date of Allotment	As specified in the relevant Key Information Document.
Settlement mode of the Instrument	As specified in the relevant Key Information Document.
Depositories	NSDL and CDSL

Disclosure of Interest / Dividend / Redemption Dates	As specified in the relevant Key Information Document.
Record Date	As specified in the relevant Key Information Document.
All covenants of the issue (including side letters, accelerated payment clause, etc.)	<p>Representations and Warranties As shall be more particularly set out in the respective Key Information Document.</p> <p>Affirmative Covenants As shall be more particularly set out in the respective Key Information Document.</p> <p>Negative Covenants As shall be more particularly set out in the respective Key Information Document.</p> <p>Reporting Covenants As shall be more particularly set out in the respective Key Information Document.</p> <p>Financial Covenants As shall be more particularly set out in the respective Key Information Document.</p>
Description regarding Security (where applicable) including type of security (movable / immovable / tangible etc.), type of charge (pledge / hypothecation / mortgage etc.), date of creation of security / likely date of creation of security, minimum security cover, revaluation, replacement of security, interest to the debenture holder over and above the coupon rate as specified in the Trust Deed and disclosed in the General Information Document.	<p>In respect of those Debentures which are issued as Secured Debentures:</p> <p>Type of security and charge: As specified in the relevant Key Information Document.</p> <p>Date of creation of security/likely date of creation of security: Prior to the listing of the relevant Tranche/Issuance of Secured Debentures</p> <p>Minimum security cover: As specified in the relevant Key Information Document.</p> <p>Replacement of security: As specified in the relevant Key Information Document.</p> <p>Revaluation of security: As specified in the relevant Key Information Document.</p> <p>Interest to the Debenture Holder over and above the Coupon rate: As specified in the relevant Key Information Document.</p>
Transaction Documents	As specified in the relevant Key Information Document.
Conditions Precedent to Disbursement	As specified in the relevant Key Information Document.
Conditions Subsequent to Disbursement	As specified in the relevant Key Information Document.
Events of Default (including manner of voting /conditions of joining Inter Creditor	As shall be more particularly set out in the respective Key Information Document.

Agreement)	
Creation of recovery expense fund	<p>Details and purpose of the recovery expense fund</p> <p>(a) The Issuer shall create and maintain the Recovery Expense Fund up to the amounts prescribed under the SEBI Debenture Trustees Master Circular, in accordance with and within the timelines prescribed in the Chapter IV of the SEBI Debenture Trustees Master Circular. The Issuer proposing to list debt securities shall deposit an amount equal to 0.01% of the Tranche/Issuance issue size of the Secured Debentures subject to maximum of INR 25,00,000/- (Indian Rupees Twenty-Five Lakhs only) per issuer towards the recovery expense fund with the 'Designated Stock Exchange', pursuant to the SEBI Debenture Trustees Master Circular, as may be amended from time to time.</p> <p>(b) The Recovery Expense Fund shall be created to enable the Debenture Trustee to take prompt action in relation to the enforcement of the Security in accordance with the Transaction Documents.</p> <p>(c) The amounts in the Recovery Expense Fund shall be utilised in the manner as may be prescribed by the Debenture Holders by a Special Resolution duly passed at the meeting of the Debenture Holders held in accordance with the provisions set out in the Transaction Documents.</p> <p>(d) On the occurrence of an Event of Default, if the Security is proposed to be enforced, the Debenture Trustee shall follow the procedure set out in the SEBI Debenture Trustees Master Circular for utilisation of the Recovery Expense Fund.</p>
Conditions for breach of covenants (as Specified in the relevant Tranche/Issuance Debenture Trust Deed)	As shall be more particularly set out in the respective Key Information Document.
Provisions related to Cross Default Clause	As specified in the relevant Key Information Document.
Role and Responsibilities of Debenture Trustee	The Debenture Trustee shall comply with all its roles and responsibilities as prescribed under Applicable Law and the Transaction

	<p>Documents, including:</p> <p>(a) the Debenture Trustee may, in relation to the relevant Tranche/ Issuance Debenture Trust Deed and other Transaction Documents, act on the opinion or advice of or any information obtained from any solicitor, counsel, advocate, valuer, surveyor, broker, auctioneer, qualified accountant or other expert whether obtained by the Issuer or by the Debenture Trustee or otherwise;</p> <p>(b) subject to the approval of the Debenture Holders by way of a Special Resolution passed at a meeting of the Debenture Holders held for determining the liability of the Debenture Trustee, the Debenture Trustee shall, as regards all trusts, powers, authorities and discretions, have the discretion as to the exercise thereof and to the mode and time of exercise thereof. In the absence of any fraud, gross negligence, willful misconduct or breach of trust the Debenture Trustee shall not be responsible for any loss, costs, charges, expenses or inconvenience that may result from the aforementioned exercise or non-exercise thereof. The Debenture Trustee shall not be bound to act at the request or direction of the Debenture Holders under any provisions of the Transaction Documents unless sufficient amounts shall have been provided or provision to the satisfaction of the Debenture Trustee has been made for providing such amounts and the Debenture Trustee is indemnified to its satisfaction against all further costs, charges, expenses and liability which may be incurred in complying with such request or direction;</p> <p>(c) with a view to facilitating any dealing under any provisions of the relevant Tranche/Issuance Debenture Trust Deed or the other Transaction Documents, subject to the Debenture Trustee obtaining the consent of the Majority Debenture Holders, the Debenture Trustee shall have (i) the power to consent (where such consent is required) to a specified transaction or class of transactions (with or without specifying additional</p>
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	<p>conditions); and (ii) to determine all questions and doubts arising in relation to the interpretation or construction any of the provisions of the relevant Tranche/Issuance Debenture Trust Deed;</p> <p>(d) the Debenture Trustee shall not be responsible for the amounts paid by the Applicants for the Debentures;</p> <p>(e) the Debenture Trustee shall not be responsible for acting upon any resolution purporting to have been passed at any meeting of the Debenture Holders in respect whereof minutes have been made and signed even though it may subsequently be found that there was some defect in the constitution of the meeting or the passing of the resolution or that for any reason the resolution was not valid or binding upon the Debenture Holders;</p> <p>(f) the Debenture Trustee and each receiver, attorney, manager, agent or other person appointed by it shall, subject to the provisions of the Act, be entitled to be indemnified by the Issuer in respect of all liabilities and expenses incurred by them in the execution or purported execution of the powers and trusts thereof;</p> <p>(g) subject to the approval of the Debenture Holder(s) by way of a Special Resolution passed at a meeting of Debenture Holder(s) held for determining the liability of the Debenture Trustee and in the absence of fraud, gross negligence, willful misconduct or breach of trust, the Debenture Trustee shall not be liable for any of its actions or deeds in relation to the Transaction Documents;</p> <p>(h) subject to the approval of the Debenture Holder(s) by way of Special Resolution passed at a meeting of Debenture Holders held for determining the liability of the Debenture Trustee and in the absence of fraud, gross negligence, willful misconduct or breach of trust, the Debenture Trustee, shall not be liable for any default, omission or delay in performing or exercising any of the powers or trusts herein expressed or contained herein or in</p>
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	<p>enforcing the covenants contained herein or in giving notice to any person of the execution hereof or in taking any other steps which may be necessary, expedient or desirable or for any loss or injury which may be occasioned by reason thereof unless the Debenture Trustee shall have been previously requested by notice in writing to perform, exercise or do any of such steps as aforesaid given in writing by the Majority Debenture Holder(s) or by a Majority Resolution duly passed at a meeting of the Debenture Holders. The Debenture Trustee shall not be bound to act at the request or direction of the Debenture Holders under any provisions of the Transaction Documents unless sufficient amounts shall have been provided or provision to the satisfaction of the Debenture Trustee has been made for providing such amounts and the Debenture Trustee is indemnified to its satisfaction against all further costs, charges, expenses and liability which may be incurred in complying with such request or direction;</p> <p>(i) notwithstanding anything contained to the contrary in the relevant Tranche/Issuance Debenture Trust Deed, the Debenture Trustee shall before taking any action on behalf of the Debenture Holders or providing any consent on behalf of the Debenture Holders, obtain the written consent of the Majority Debenture Holders;</p> <p>(j) the Debenture Trustee shall forward to the Debenture Holders copies of any information or documents from the Issuer pursuant to the relevant Tranche/Issuance Debenture Trust Deed within 2 (two) Business Days of receiving such information or document from the Issuer; and</p> <p>(k) the Debenture Trustee shall, until the Final Settlement Date, adhere to and comply with its obligations and responsibilities under the SEBI Debenture Trustees Master Circular.</p>
<p>Risk factors pertaining to the issue</p>	<p>Please refer to Section 3 (<i>Risk Factors</i>) of this General Information Document</p>
<p>Governing Law</p>	<p>As specified in the relevant Key Information</p>

	Document.
Additional Disclosures (Security Creation)	As specified in the relevant Key Information Document.
Additional Disclosures (Default in Payment)	As specified in the relevant Key Information Document.
Additional Disclosures (Delay in Listing)	In accordance with the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 as amended from time to time, read together with the requirements in respect of the timelines for listing of debt securities issued on a private placement basis prescribed in Chapter VII (<i>Standardization of timelines for listing of securities issued on a private placement basis</i>) of the SEBI NCS Master Circular, the Issuer confirms that In the event there is any delay in listing of the Non-Convertible Securities beyond the Listing Period, the Issuer will pay to the Debenture Holders, penal interest of 1% (one percent) per annum over the Interest Rate, from the date of allotment the Non-Convertible Securities until the listing of the Non-Convertible Securities is completed.

Note:

1. If there is any change in Coupon Rate pursuant to any event including lapse of certain time period or downgrade in rating, then such new Coupon Rate and events which lead to such change should be disclosed.
2. The list of documents which has been executed in connection with the issue and subscription of debt securities shall be annexed.
3. While the Secured Debentures are secured to the tune of at least 100% (One Hundred percent) of the principal and interest amount or as per the terms of General Information Document, in favour of Debenture Trustee, it is the duty of the Debenture Trustee to monitor that the security is maintained, if secured.
4. The Issuer shall provide granular disclosures in the relevant Key Information Document, with regards to the "Object of the Issue" including the percentage of the issue proceeds earmarked for each of the "object of the issue".

As specified in the relevant Key Information Document.

5. **Future Borrowings**

As specified in the relevant Key Information Document.

SECTION 6: DISCLOSURES PERTAINING TO WILFUL DEFAULT

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

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

SECTION 7: TRANSACTION DOCUMENTS AND KEY TERMS

7.1 Transaction Documents

The following documents shall be executed in relation to the Issue ("**Transaction Documents**"):

- (a) Debenture Trustee Agreement, each of the agreements executed / to be executed by and between the Debenture Trustee and the Issuer for the purposes of appointment of the Debenture Trustee to act as debenture trustee in connection with the issuance of the respective Tranche/Issuance of the Debentures. ("**Debenture Trustee Agreement**");
- (b) Debenture Trust Deed, each of the trust deeds executed / to be executed by and between the Debenture Trustee and the Issuer which will set out the terms upon which the respective Tranche/Issuance of the Debentures are being issued and shall include the representations and warranties and the covenants to be provided by the Issuer. ("**Debenture Trust Deed**");
- (c) Deed of Hypothecation shall mean each of the unattested / attested deeds of hypothecation dated on or around the date of the relevant Debenture Trust Deed to create a charge over the Hypothecated Assets or such other assets as shall be specified for the respective Tranche / Issuance of Debentures (if applicable), to be executed between the Issuer and the Debenture Trustee to secure the Secured Obligations in relation to the respective Tranche / Issuance of the Secured Debentures. ("**Deed of Hypothecation**");
- (d) Deed of Corporate Guarantee shall mean the deed of corporate guarantee dated on or around the date of the Debenture Trust Deed to be executed by the Guarantor in favour of the Debenture Trustee to provide an unconditional and irrevocable corporate guarantee ("**Deed of Corporate Guarantee**"), to the extent applicable;
- (e) Deed of Personal Guarantee shall mean the deed of personal guarantee dated on or around the date of the Debenture Trust Deed to be executed by the Guarantor in favour of the Debenture Trustee to provide an unconditional and irrevocable personal guarantee for securing the Secured Obligations ("**Deed of Personal Guarantee**"); and
- (f) Such other documents as agreed between the Issuer and the Debenture Trustee for each of the respective issuance.

7.2 Representations and Warranties of the Issuer

As specified in the relevant Key Information Document.

7.3 COVENANTS OF THE ISSUER:

- (a) **AFFIRMATIVE COVENANTS**
As specified in the relevant Key Information Document.
- (b) **NEGATIVE COVENANTS**
As specified in the relevant Key Information Document.
- (c) **REPORTING COVENANTS**
As specified in the relevant Key Information Document.
- (d) **FINANCIAL COVENANTS**
As specified in the relevant Key Information Document.

7.4 EVENTS OF DEFAULT

As specified in the relevant Key Information Document.

7.5 CONSEQUENCES OF AN EVENTS OF DEFAULT AND REMEDIES

As specified in the relevant Key Information Document.

SECTION 8: OTHER INFORMATION AND APPLICATION PROCESS

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

8.1 Mode of Transfer/Transmission of Debentures

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

8.2 Non-Convertible Securities held in Dematerialised Form

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

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

8.3 Sharing of Information

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

8.4 Non-Convertible Securities Holder not a Shareholder

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

8.5 Modification of Non-Convertible Securities

The Debenture Trustee and the Issuer will agree to make any modifications in the General Information Document which, in the opinion of the Debenture Trustee, is of a formal, minor or technical nature or is to correct a manifest error.

Any other change or modification to the terms of the Non-Convertible Securities shall require approval by the Majority Debenture Holders.

8.6 Right to accept or reject Applications

The Board of Directors reserves its full, unqualified and absolute right to accept or reject any application for subscription to the Non-Convertible Securities, in part or in full, without assigning any reason thereof.

8.7 Notices

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

8.8 Issue Procedure

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

Depending upon the issue size under this General Information Document read along with the relevant Key Information Document, the issuance shall be subject to compliance with EBP Guidelines. The Issuance has to be complied with the provisions of EBP mechanism, if the issue size exceeds the prescribed threshold. As of the date of this General Information Document, the prescribed threshold is INR 50,00,00,000/- (Indian Rupees Fifty Crores Only). Until the aggregate issue size does not exceed the above threshold in a given financial year, the EBP Guidelines will not be applicable. Upon the issue size exceeding the above threshold in a given financial year, the Issuer shall comply with the EBP Guidelines.

In case the EBP Guidelines are applicable, the final subscription to the Non-Convertible Securities shall be made by the Eligible Investors through the electronic book mechanism as prescribed by SEBI under the EBP Guidelines by placing bids on the electronic book platform during the Issue period. In case the Eligible Investors are not registered on the EBP Platform, they will have to register themselves as investor on the said platform (as a one-time exercise) and also complete the mandatory KYC verification process. The Eligible Investors should also refer to the operational guidelines of the EBP in this respect. The disclosures required pursuant to the EBP Guidelines are set out hereinbelow:

Details of size of issue including green shoe option, if any and a range within which green shoe may be retained (if applicable)	Base Issue Size - As specified in the relevant Key Information Document. Green shoe option – As specified in the relevant Key Information Document.
Bid opening and closing date	Bid opening date: As specified in the relevant Key Information Document. Bid closing date: As specified in the relevant Key Information Document.
Minimum Bid Lot	As specified in the relevant Key Information Document.
Manner of bidding in the Issue	As specified in the relevant Key Information Document.

Manner of allotment in the Issue	As specified in the relevant Key Information Document.
Manner of settlement in the Issue	As specified in the relevant Key Information Document.
Settlement Cycle	As specified in the relevant Key Information Document.

8.9 Process flow of settlement:

As specified in the relevant Key Information Document.

8.10 Application Procedure

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

8.11 Fictitious Applications

All fictitious applications will be rejected.

8.12 Basis of Allotment

In case of EBP:

Notwithstanding anything stated elsewhere, the Issuer reserves the right to accept or reject any application, in part or in full, without assigning any reason. In case of over subscription, allotment shall be made on a "price time priority basis" in accordance with the EBP Guidelines. The investors will be required to remit the funds in the account of the ICCL as well as submit the duly completed Application Form along with other necessary documents to the Issuer by the Deemed Date of Allotment.

In case of Non-EBP:

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

8.13 Payment Instructions

As specified in the relevant Key Information Document.

8.14 Eligible Investors

As specified in the relevant Key Information Document.

8.15 Procedure for Applying for Dematerialised Facility

- (a) The applicant must have at least one beneficiary account with any of the DP's of NSDL and CDSL prior to making the application.

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

8.16 Depository Arrangements

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

8.17 List of Beneficiaries

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

8.18 Application under Power of Attorney

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

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

Names and specimen signatures of all the authorized signatories must also be lodged along with the submission of the completed Application Form.

8.19 Procedure for application by Mutual Funds and Multiple Applications

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

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

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

8.20 Documents to be provided by Investors

Investors need to submit the following documents, as applicable:

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

8.21 Applications to be accompanied with Bank Account Details

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

8.22 Succession

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

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

8.23 Mode of Payment

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

8.24 Effect of Holidays

- (a) If any Due Date on which any interest or additional interest is payable falls on a day which is not a Business Day, the payment to be made on such Due Date shall be made on the immediately succeeding Business Day.
- (b) If any Due Date on which any Outstanding Principal Amounts are payable falls on a day which is not a Business Day, the payment to be made on such Due Date shall be made on the immediately preceding Business Day.
- (c) If the Final Redemption Date falls on a day which is not a Business Day, the payment of any amounts in respect of any interest and the Outstanding Principal Amounts to be made shall be made on the immediately preceding Business Day.

8.25 Tax Deduction at Source

- (a) All payments to be made by the Company to the Debenture Holders under the Transaction Documents shall be made free and clear of and without any Tax Deduction unless the Company is required to make a Tax Deduction pursuant to Applicable Law.
- (b) The Company shall promptly upon becoming aware that it must make a Tax Deduction (or that there is any change in the rate or the basis of a Tax Deduction) notify the Debenture Trustee accordingly.
- (c) If the Company is required to make a Tax Deduction, it shall make that Tax Deduction and any payment required in connection with that Tax Deduction within the time allowed and in the minimum amount required by Applicable Law.
- (d) Within the earlier of (A) 60 (sixty) days of making either a Tax Deduction or any payment required in connection with that Tax Deduction or (B) 60 (sixty) days of each Due Date, the Company shall deliver to the Debenture Trustee evidence reasonably satisfactory to the Debenture Trustee that the Tax Deduction has been made or (as applicable) any appropriate payment paid to the relevant taxing authority.

8.26 Letters of Allotment

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

8.27 Deemed Date of Allotment

As specified in the relevant Key Information Document.

8.28 Record Date

As specified in the relevant Key Information Document.

8.29 Refunds

For applicants whose applications have been rejected or allotted in part, refund orders will be dispatched within 15 (fifteen) days from the Deemed Date of Allotment of the Debentures.

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

8.30 Interest on Application Monies

In case of EBP issuance -

Not Applicable

In case of non-EBP issuance –

As more particularly set out in the relevant Key Information Document.

8.31 PAN Number

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

8.32 Redemption

The face value of the Debentures shall be redeemed at par, on the Redemption Date. The Debentures will not carry any obligation, for interest or otherwise, after the Redemption Date. The Debentures shall be taken as discharged on payment of the Redemption Amount by the Issuer on the Final Redemption Date to the registered Debenture Holders whose name appear in the Debenture Register on the Record Date. Such payment will be a legal discharge of the liability of the Issuer towards the Debenture Holders.

8.33 Payment on Redemption

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

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

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

8.34 Payment of Coupon

Payment of Coupon on the Debenture(s) will be made on Coupon Payment Dates as specified in this General Information Document to those Debenture Holders whose name(s) appear in the Register of Debenture Holder(s) (or to the first holder in case of joint holders) as on the relevant Record Date fixed by the Issuer for this purpose and /or as per the list provided by the Depository to the Issuer of the beneficiaries who hold Debentures in demat form on such Record Date, and are eligible to receive Coupon. Payment will be made by the Issuer after verifying the bank details of the Debenture Holders,

by way of direct credit through Electronic Clearing Service (“ECS”), Real Time Gross Settlement (“RTGS”) or National Electronic Funds Transfer (“NEFT”).

In the event of any default in the payment of Coupon and/or in the redemption of the Debentures on the respective Payment Dates and all other monies payable pursuant to the Transaction Documents read with this General Information Document, the Issuer shall pay to the Debenture Holders, default interest at the rate specified in 5.38 (“*Issue Details*”) for the default in payment of Coupon, and/or Redemption Amount till the dues are cleared.

8.35 Eligibility to come out with the Issue

The Issuer or the Person in control of the Issuer, or its promoter, has not been restrained or prohibited any Governmental Authority from accessing the securities market or dealing in securities and such direction or order is in force.

8.36 Registration and Government approvals

The Issuer can undertake the activities proposed by it in view of the present approvals and no further approval from any Governmental Authority(ies) is required by it to undertake the proposed activities save and except those approvals which may be required to be taken in the normal course of business from time to time.

8.37 Authority for the Issue

This present private placement of debentures under the General Information Document is being made pursuant to the resolution passed by board of directors of the Company at its meeting held on 30th May 2024 read along with the resolution passed by the finance committee of the board of directors of the Issuer dated 01st October 2024 and shareholders of the Company at its meeting held on 31st May 2024. A copy of the board resolution read along with the resolution of the finance committee of the board of directors and shareholders resolution is attached hereto as **Annexure VIII-A, Annexure VIII-B** and **Annexure IX** respectively. In case of, the above mentioned resolutions being amended/replaced/ updated, the same shall be set out in the relevant Key Information Document from time to time.

8.38 Date of Allotment

All benefits relating to Debentures will be available to the Investors from the Deemed Date of Allotment. The actual allotment of Debentures may take place on a date other than the Deemed Date of Allotment. In case if the issue closing date of Debentures is changed (pre-poned/ postponed), the Deemed Date of Allotment of Debentures may also be changed (pre-poned/ postponed) by the Issuer at its sole and absolute discretion.

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

8.39 Multiple Issuances

The Company reserves the right to make multiple issuances under the same ISIN in accordance with the SEBI NCS Master Circular, whether by creation of a fresh ISIN or by way of issuance under the existing ISIN at premium/ par/ discount.

8.40 Buyback

The Company reserves the right to buyback the Debentures issued by it under this General Information Document and the relevant Key Information Document as per the provisions of Applicable Law, if any.

SECTION 9: UNDERTAKING

9.1 UNDERTAKINGS IN RELATION TO THE ISSUER BEING ELIGIBLE UNDER THE SEBI NCS REGULATIONS

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

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

9.2 UNDERTAKING ON CREATION OF SECURITY PURSUANT TO REGULATION 48(2) OF THE SEBI NCS REGULATIONS

The Issuer hereby undertakes that the assets on which charge is proposed to be created as security for the Debentures are free from any encumbrances. The Issuer further undertakes that the charge proposed to be created is a first ranking exclusive, current and continuing charge and therefore no permission or consent to create a second or pari-passu charge on the assets of the Issuer is required to be obtained from any creditor (whether or not existing) of the Issuer.

9.3 UNDERTAKING PURSUANT TO PARAGRAPH 2.3.24 of SCHEDULE I OF THE SEBI NCS REGULATIONS

The Issuer undertakes and states as follows:

- (a) Prospective investors are advised to read the risk factors carefully before taking an investment decision in this Issue. For taking an investment decision, investors must rely on their own examination of the Issuer and the offer including the risks involved. The securities have not been recommended or approved by the any regulatory authority in India, including the Securities and Exchange Board of India (SEBI) nor does SEBI guarantee the accuracy or adequacy of this document. Specific attention of investors is invited to the statement of 'Risk factors' given on page number 19 under the section "**GENERAL RISKS AND RISKS IN RELATION TO THE NON-CONVERTIBLE SECURITIES**";
- (b) the Issuer, having made all reasonable inquiries, accepts responsibility for, and confirms that this General Information Document contains all information with regard to the issuer and the issue, that the information contained in this General Information Document is true and correct in all material aspects and is not misleading in any material respect, that the opinions and intentions expressed herein are honestly held and that there are no other facts, the omission of which make this document as a whole or any of such information or the expression of any such opinions or intentions misleading in any material respect; and
- (c) the Issuer has no side letter with any debt securities holder except the one(s) disclosed in this General Information Document. Any covenants later added shall be disclosed on the

stock exchange website where the debt is listed and shall be disclosed by the Company in the Transaction Documents.

9.4 DISCLOSURES PURSUANT TO THE CHAPTER II OF SEBI DEBENTURE TRUSTEES MASTER CIRCULAR

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

Movable assets comprising receivables from loans provided by the Issuer.

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

No title deeds are applicable or available for movable assets comprising receivables from loans provided by the Issuer over which security is proposed to be created by the Issuer. The details of the underlying loan agreements will be set out in the Deed of Hypothecation.

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

The details of the charge created over the movable assets comprising receivables from loans provided by the Issuer over which security is proposed to be created by the Issuer under the Deed of Hypothecation will be reported to the relevant registrar of companies and the Central Registry of Securitisation Asset Reconstruction and Security Interest (CERSAI) within the timelines prescribed under Applicable Law. As the charge is being created over movable assets, no filings are required to be made with any sub-registrar.

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

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

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

(i) ***Details of guarantor viz. holding/ subsidiary/ associate company etc.:***

As set out in the respective Key Information Document

(ii) ***Audited financial statements (not older than 6 months from the date of debenture trustee agreement) of guarantor including details of all contingent liabilities:***

As set out in the respective Key Information Document

(iii) ***List of assets of the guarantor along-with undertakings/consent/NOC as per the Chapter II of SEBI Debenture Trustees Master Circular:***

As set out in the respective Key Information Document

(iv) ***Conditions of invocation of guarantee including details of put options or any other terms and conditions which may impact the security created:***

As set out in the respective Key Information Document

- (v) **Impact on the security in case of restructuring activity of the guarantor:**
As set out in the respective Key Information Document
- (vi) **Undertaking by the guarantor that the guarantee shall be disclosed as “contingent liability” in the “notes to accounts” of financial statement of the guarantor.**
As set out in the respective Key Information Document
- (vii) **Copy of Board resolution of the guarantor for the guarantee provided in respect of the debt securities of the Issuer.**
As set out in the respective Key Information Document
- (viii) **The Guarantor provides guarantees on a routine basis in the ordinary course of its business.**
As set out in the respective Key Information Document
- (f) **In case securities (equity shares etc.) are being offered as security then a holding statement from the depository participant along-with an undertaking that these securities shall be pledged in favour of debenture trustee(s) in the depository system:**
Not Applicable
- (g) **Details of any other form of security being offered viz. Debt Service Reserve Account etc.:**
Not Applicable
- (h) **Any other information, documents or records required by debenture trustee with regard to creation of security and perfection of security:** Not applicable.
- (i) **Declaration:** The Issuer declares that debt securities shall be considered as secured only if the charged asset is registered with Sub-registrar and Registrar of Companies or CERSAI or Depository etc., as applicable, or is independently verifiable by the debenture trustee.
- (j) **Terms and conditions of debenture trustee agreement including fees charged by debenture trustees(s):** Please refer consent letter of the Debenture Trustee for terms and conditions of the appointment of the Debenture Trustee and the Engagement Letter for fee of the Debenture Trustee.
- (k) **Details of security to be created:** Please refer section named "Security (Including description, type of security, type of charge, likely date of creation of security, minimum security cover, revaluation, replacement of security)" in Section 5.38 (Issue Details).
- (l) **Process of due diligence carried out by the debenture trustee:** The Debenture Trustee has carried out due diligence in accordance with the manner prescribed in the SEBI Debenture Trustees Master Circular. The due diligence broadly includes the following:
- (i) A chartered accountant appointed by the Debenture Trustee will be conducting an independent due diligence as per scope provided by the Debenture Trustee and the information provided by the Issuer in respect of the security being provided by the Issuer in respect of the Secured Debentures.
- (ii) The chartered accountant will verify and ensure that the assets provided by the Issuer for creation of security are free from any encumbrances or necessary permission or consent has been obtained from existing charge holders.

- (iii) Periodical due diligence will be carried out by the Debenture Trustee in accordance with the SEBI Debenture Trustees Master Circular read along with the SEBI (Debenture Trustees) Regulations, 1993 and the relevant circulars issued by SEBI from (as amended from time to time) as per the nature of security provided by the Issuer in respect of the Secured Debentures.
- (iv) The Debenture Trustee will issue such necessary certificate(s) in relation to the due diligence carried out by it and such certificate(s) will be available on Stock Exchanges from time to time for information of the Debenture Holders.

Even though the Secured Debentures are to be secured to the extent of at least 100% (One Hundred percent) of the principal and interest amount or as per the terms of this General Information Document, in favor of the Debenture Trustee, the recovery of 100% of the amount shall depend on the market scenario prevalent at the time of enforcement of the security.

Due diligence will be carried out for maintenance of the prescribed security cover depending on information provided by the Issuer and the chartered accountant appointed by the Debenture Trustee or the Debenture Trustee will not be responsible for misinformation provided by Issuer.

- (l) **Due diligence certificate as per the format specified in Annexure A:**

Enclosed as **Annexure X**.

- (n) **Due diligence certificate as per the format specified in Annexure II-A of the Chapter II of SEBI Debenture Trustees Circular:**

Enclosed as **Annexure X**.

9.5 OTHER UNDERTAKINGS

The Issuer hereby confirms that:

- (a) the Issuer is eligible and in compliance with Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, as amended from time to time, to make the private placement of debt instruments;
- (b) (to the extent applicable) the Issuer or its promoters or whole-time directors are not in violation of the provisions of Regulation 24 of the SEBI Delisting Regulations, 2009;
- (c) neither the Issuer nor any of its promoters or directors is a willful defaulter as defined under Regulation 2 (1) (ss) of the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021; and
- (d) the Issuer, its promoters, its directors are not in violation of the restrictions imposed by SEBI under SEBI circular no. SEBI/HO/ MRD/DSA/CIR/P/2017/92 dated August 01, 2017.

For **INDEL MONEY LIMITED**

Name: Umesh Mohanan

Title: Wholetime Director

Place: Kochi, India

Date: 05th October 2024

Serial No: 04/BC

Addressed to: _____ (Name of the Debenture Holder(s))

SECTION 10: FORM NO. PAS-4

(Pursuant to Section 42 of the Companies Act, 2013 and Rule 14(3) of the Companies (Prospectus and Allotment of Securities) Rules, 2014)

Note: This Form No PAS-4 is prepared in accordance with the Companies (Prospectus and Allotment of Securities) Rules, 2014.

ISSUE OF SENIOR / UNSUBORDINATED / SUBORDINATED, SECURED / UNSECURED, RATED, LISTED, PRINCIPAL PROTECTED OR NOT, MARKET LINKED OR NOT, GREEN DEBT SECURITIES OR NOT, NON-CONVERTIBLE SECURITIES AGGREGATING FOR AN AMOUNT AS SHALL BE MORE PARTICULARLY SET OUT IN THE KEY INFORMATION DOCUMENT, IN MULTIPLE TRANCHES / ISSUANCES, FOR CASH, AT PAR OR AT PREMIUM OR AT DISCOUNT, EITHER FULLY PAID ISSUANCE OR PARTLY PAID ISSUANCE, IN A DEMATERIALIZED FORM ON A PRIVATE PLACEMENT BASIS (THE "ISSUE") BY INDEL MONEY LIMITED (THE "COMPANY") OR ("ISSUER").

10.1 General Information:

(a) **Name, address, website, if any, and other contact details of the Company, indicating both registered office and the corporate office:**

Issuer / Company: Indel Money Limited (the "Issuer" or "Company")

Registered Office: Office No.301, Floor No.3, Sai Arcade N.S Road, Mulund West Mumbai Mumbai City MH 400080, India

Corporate Office: Indel House, Changampuzha Nagar South Kalamassery Ernakulam 682033 KL India

Telephone No.: +91 484 293 3988

Website: www.indelmoney.com

Fax: NA

Contact Person: Hanna P Nazir

Email: cs@indelmoney.com

(b) **Date of Incorporation of the Company:**

11/09/1986

(c) **Business carried on by the Company and its subsidiaries with the details of branches or units, if any;**

Please refer to paragraph 5.4(a) of the Section 5 of this General Information Document.

Branch details:

Please refer to paragraph 5.4 (b) of the Section 5 of this General Information Document.

Subsidiary details:

NIL

(d) **Brief particulars of the management of the Company:**

Please refer to paragraph 5.4(a) of Section 5 of this General Information Document.

(e) **Name, addresses, Director Identification Number (DIN) and occupations of the directors:**

Please refer to Section 5 of this General Information Document.

10.2 MANAGEMENT PERCEPTION OF RISK FACTORS:

Please refer to Section 3 of this General Information Document.

10.3 RISKS RELATED TO THE BUSINESS OF THE ISSUER

Please refer to Section 3 of this General Information Document.

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

- (i) Statutory Dues: Nil
- (ii) Debentures and interest thereon: Nil
- (iii) Deposits and interest thereon: Nil
- (iv) Loan from any bank or financial institution and interest thereon: Nil

10.5 Name, designation, address and phone number, email ID of the nodal / compliance officer of the Company, if any, for the private placement offer process:

Name of Nodal/Compliance officer	Designation	Address	Phone No.	Email ID
Hanna P Nazir	Company Secretary and Compliance Officer	INDEL MONEY LIMITED, Indel House, Changampuzha Nagar, South Kalamassery, Ernakulam	+91 484 293 3988	cs@indelmoney.com

10.6 Registrar of the Issue: Link Intime India Pvt. Ltd.

10.7 Valuation Agency: Not Applicable

10.8 Auditors: Bhattar & Company, Chartered Accountants

10.9 Any default in annual filing of the Company under the Companies Act, 2013 or the rules made thereunder:

Nil

10.10 Particulars of the Offer:

Financial position of the Company for the last 3 (three) financial years	Please refer to CHAPTER A below.
Date of passing of Board Resolution for the current issue of Debentures that forms the part of issuance under the General Information Document	<p>The resolution passed by the board of directors of the Company dated 30th May 2024 authorizing the issuance of the debentures read along with the resolution passed by the finance committee of the board of directors of the Issuer dated 01st October 2024.</p> <p>In case of any further resolution passed by the Issuer in relation to the subject (as shall be required) shall be annexed in the relevant Key Information Document from time to time.</p>
Date of passing of resolution in the general meeting, authorizing the offer of securities	<p>Shareholders resolutions under Section 42 of the Act dated 31st May 2024.</p> <p>Shareholders resolutions under Section 180(1)(a) and Section 180(1)(c) of the Act dated 20th April 2023.</p> <p>In case of any further resolution passed by the Issuer in relation to the subject (as shall be required) shall be annexed in the relevant Key Information Document from time to time.</p>
Kind of securities offered (i.e. whether share or debenture) and class of security; the total number of shares or other securities to be issued	<p>Base Issue Size - As specified in the relevant Key Information Document.</p> <p>Green shoe option - As specified in the relevant Key Information Document.</p>
Price at which the security is being offered, including premium if any, along with justification of the price	As specified in the relevant Key Information Document.
Name and address of the valuer who performed valuation of the security offered, and basis on which the price has been arrived at along with report of the registered valuer	As specified in the relevant Key Information Document.
Relevant date with reference to which the price has been arrived at (Relevant Date means a date at least 30 days prior to the date on which the general meeting	As specified in the relevant Key Information Document.

of the Company is scheduled to be held)	
The class or classes of persons to whom the allotment is proposed to be made	As specified in the relevant Key Information Document.
Intention of promoters, directors or key managerial personnel to subscribe to the offer (applicable in case they intend to subscribe to the offer) [Not required in case of issue of non-convertible debentures]	As specified in the relevant Key Information Document.
The proposed time within which the allotment shall be completed	As specified in the relevant Key Information Document.
The names of the proposed allottees and the percentage of post private placement capital that may be held by them [Not applicable in case of issue of non-convertible debentures]	As specified in the relevant Key Information Document.
The change in control, if any, in the company that would occur consequent to the private placement	As specified in the relevant Key Information Document.
The number of persons to whom allotment on preferential basis / private placement / rights issue has already been made during the year, in terms of securities as well as price	As specified in the relevant Key Information Document.
The justification for the allotment	As specified in the relevant Key Information Document.

<p>proposed to be made for consideration other than cash together with valuation report of the registered valuer</p>									
<p>Amount, which the Company intends to raise by way of proposed offer of securities</p>	<p>As specified in the relevant Key Information Document.</p>								
<p>Terms of raising of securities:</p>	<table border="1"> <tr> <td data-bbox="544 696 756 775">Duration, if applicable:</td> <td data-bbox="756 696 1385 775">As specified in the relevant Key Information Document.</td> </tr> <tr> <td data-bbox="544 775 756 853">Rate of Interest or Coupon:</td> <td data-bbox="756 775 1385 853">As specified in the relevant Key Information Document.</td> </tr> <tr> <td data-bbox="544 853 756 931">Mode of Payment</td> <td data-bbox="756 853 1385 931">As specified in the relevant Key Information Document.</td> </tr> <tr> <td data-bbox="544 931 756 1010">Mode of Repayment</td> <td data-bbox="756 931 1385 1010">As specified in the relevant Key Information Document.</td> </tr> </table>	Duration, if applicable:	As specified in the relevant Key Information Document.	Rate of Interest or Coupon:	As specified in the relevant Key Information Document.	Mode of Payment	As specified in the relevant Key Information Document.	Mode of Repayment	As specified in the relevant Key Information Document.
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Mode of Payment	As specified in the relevant Key Information Document.								
Mode of Repayment	As specified in the relevant Key Information Document.								
<p>Proposed time schedule for which the Issue/Offer Letter is valid</p>	<p>Issue Open Date: As specified in the relevant Key Information Document. Issue Closing Date: As specified in the relevant Key Information Document. Pay-in Date: As specified in the relevant Key Information Document. Deemed Date of Allotment: As specified in the relevant Key Information Document.</p>								
<p>Purpose and objects of the Issue/Offer</p>	<p>As specified in the relevant Key Information Document.</p>								
<p>Contribution being made by the promoters or directors either as part of the offer or separately in furtherance of such objects</p>	<p>As specified in the relevant Key Information Document.</p>								
<p>Principal terms of assets charged as security, if applicable</p>	<p>As specified in the relevant Key Information Document.</p>								
<p>The details of significant and material orders passed by the Regulators, Courts and Tribunals impacting the going concern status of</p>	<p>As specified in the relevant Key Information Document.</p>								

the Company and its future operations	
<p>The pre-issue and post-issue shareholding pattern of the Company in the following format: As specified in the relevant Key Information Document.</p>	

10.11 Mode of payment for subscription:

- Cheque
- Demand Draft
- Other Banking Channels

10.12 Disclosure with regard to interest of directors, litigation, etc:

Any financial or other material interest of the directors, promoters or key managerial personnel in the offer/ Issue and the effect of such interest in so far as it is different from the interests of other persons	Nil
Details of any litigation or legal action pending or taken by any Ministry or Department of the Government or a statutory authority against any promoter of the Company during the last 3 (three) years immediately	Nil

<p>preceding the year of the issue of this private placement offer cum application letter and any direction issued by such Ministry or Department or statutory authority upon conclusion of such litigation or legal action shall be disclosed</p>																										
<p>Remuneration of directors (during the current year and last 3 (three) financial years)</p>	<p style="text-align: right;">Rs in Lakhs</p> <table border="1" data-bbox="464 987 1305 1413"> <thead> <tr> <th data-bbox="464 987 719 1189">Director</th> <th data-bbox="719 987 922 1189">Fiscal FY 24-25 (Up to September 2024)</th> <th data-bbox="922 987 1050 1189">Fiscal F.Y 2023-24</th> <th data-bbox="1050 987 1177 1189">Fiscal F.Y 2022-23</th> <th data-bbox="1177 987 1305 1189">Fiscal F.Y 2021-22</th> </tr> </thead> <tbody> <tr> <td data-bbox="464 1189 719 1238">Umesh Mohanan</td> <td data-bbox="719 1189 922 1238">61.24</td> <td data-bbox="922 1189 1050 1238">123.52</td> <td data-bbox="1050 1189 1177 1238">122.71</td> <td data-bbox="1177 1189 1305 1238">120.00</td> </tr> <tr> <td data-bbox="464 1238 719 1317">Mohan Gopalakrishnan</td> <td data-bbox="719 1238 922 1317">12.50</td> <td data-bbox="922 1238 1050 1317">18.60</td> <td data-bbox="1050 1238 1177 1317">12.50</td> <td data-bbox="1177 1238 1305 1317">12.00</td> </tr> <tr> <td data-bbox="464 1317 719 1366">Kavitha Menon</td> <td data-bbox="719 1317 922 1366">4.50</td> <td data-bbox="922 1317 1050 1366">6.60</td> <td data-bbox="1050 1317 1177 1366">6.50</td> <td data-bbox="1177 1317 1305 1366">3.00</td> </tr> <tr> <td data-bbox="464 1366 719 1413">Salil Venu</td> <td data-bbox="719 1366 922 1413">9.50</td> <td data-bbox="922 1366 1050 1413">12.60</td> <td data-bbox="1050 1366 1177 1413">12.50</td> <td data-bbox="1177 1366 1305 1413">9.00</td> </tr> </tbody> </table>	Director	Fiscal FY 24-25 (Up to September 2024)	Fiscal F.Y 2023-24	Fiscal F.Y 2022-23	Fiscal F.Y 2021-22	Umesh Mohanan	61.24	123.52	122.71	120.00	Mohan Gopalakrishnan	12.50	18.60	12.50	12.00	Kavitha Menon	4.50	6.60	6.50	3.00	Salil Venu	9.50	12.60	12.50	9.00
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<p>In purchase or acquisition of any immovable property including indirect acquisition of immovable property for which</p>	<p>Not Applicable</p>																									

<p>advances have been paid to third parties, disclosures regarding:</p> <p>(i) the names, addresses, descriptions and occupations of the vendors;</p> <p>(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 amou</p>	
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<p>nt so paid or paya ble to each vend or, speci fying separ ately the amou nt, if any, paid or paya ble for good will;</p>	
<p>(iii) the natur e of the title or intere st in such prope rty propo sed to be acqui red by the comp any; and</p>	
<p>(iv) the partic ulars of every trans</p>	

<p>action relating to the property completed within the two preceding years, in which any vendor or of the property or any person who is or was at the time of the transaction, a promoter or a direct or proposed direct or of the company, had any interest, direct</p>	
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<p>or indirect, specifying the date of the transaction and the name of such promoter, direct or or proposed direct or and stating the amount payable by or to such vendor, promoter, direct or or proposed direct or in respect of the transaction:</p> <p>Provided that if the number</p>	
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<p>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.</p>	
<p>If: (i) the proceeds, or any part of the proceeds, of the issue of the debt</p>	<p>Not Applicable</p>

<p>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</p> <p>(ii) by reason of that acquisition or anyth</p>	
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<p>ing to be done in cons eque nce there of or in conn ectio n there with, that body corpo rate shall beco me a subsi diary of the comp any, a repor t shall be made by a Chart ered Acco untan t (who shall be name d in the issue docu ment) upon – A. th e pr</p>	
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<p>of it s or lo s s e s of th e ot h er b o d y c or p or at e fo r e a c h of th e th re e fi n a n ci al y e ar s i m m e</p>	
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<p>di at el y pr e c e di n g th e is s u e of th e is s u e d o c u m e n t ; a n d B. the a s s e t s a n d li a bi lit ie s</p>	
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<p>of th e ot h er b o d y c or p or at e a s o n th e la te st d at e to w hi c h it s a c c o u nt s w er e m a d e u p.</p>	
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<p>The said report shall:</p> <p>(a) 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</p>	<p>Not Applicable</p>
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<p>times held the shares proposed to be acquired; and</p> <p>(b) 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 above</p>	
<p>Related party transactions entered during the preceding 3 (three) financial years immediately preceding the year of issue of this private placement offer cum application letter and current financial year with regard</p>	<p>Please refer to CHAPTER C of this General Information Document.</p>

<p>to loans made or, guarantees given or securities provided</p>	
<p>Summary of reservations or qualifications or adverse remarks of auditors in the last 5 (five) financial years immediately preceding the year of issue of this private placement offer cum application letter and of their impact on the financial statements and financial position of the Company and the corrective steps taken and proposed to be taken by the Company for each of the said reservations or qualifications or adverse remark</p>	<p>Nil - There are no reservations or qualifications or emphasis of matter or adverse remarks in the Company's and in the audited financial statements in the last five preceding this General Information Document.</p>
<p>Details of any inquiry, inspections or investigations initiated or conducted under the securities law or Companies</p>	<p>Nil</p>

<p>Act or any previous company law in the last 3 (three) years immediately preceding the year of circulation of this private placement offer cum application letter in the case of the Company and all of its subsidiaries and if there were any prosecutions filed (whether pending or not) fines imposed, compounding of offences in the last 3 (three) years immediately preceding the year of this private placement offer cum application letter and if so, section-wise details thereof for the Company and all of its subsidiaries</p>									
<p>Details of acts of material frauds committed against the company in the last three years in any, and if so, the action taken by the company</p>	<p>S. I. No</p>	<p>Branch</p>	<p>Date of detection / Date of reporting to RBI</p>	<p>Amount (₹ in lakh)</p>	<p>Modus Operandi & Action Taken</p>	<p>Recovery (₹ in lakh)</p>	<p>Amount written off (₹ in lakh)</p>	<p>Provisions (₹ in lakh)</p>	<p>Action Taken by the Company</p>
	1	Pudukottai Branch	22-04-2021 / 14-05-2021	90.29	Employees manipulated customer account and	-	90.29	-	Company filed police complaint. All the fraudulent

				thefted amount				ent employ ee's wo involve d in this fraud was termina ted from their service
2	KarimNagar Branch	01-09-2021 / 11-10-2021	5.09	Customer pledged spurious gold ornament s	-	5.09	-	Compa ny filed police compla int and FIR has been register ed as FIR No.333 /2021
3	Aundipatti Branch	01-09-2021 / 11-10-2021	4.65	Emplee es replaced the customer Pledged gold ornament s with spurious ornament s for their financial gain	1.98	-	-	Compa ny filed Police compla int on 11-10-2021. All the fraudul ent employ ees who involve d in this fraud was termina ted from their service
4	Bagalgunte Branch	20-11-2021 / 07-12-2021	10.38	Customer pledged theft gold ornament s	10.38	-	-	Compa ny filed police compla int on 22-11-2021 against the

									accused customer petition No. 394/2021
5	Gajuwaka Branch	09-06-2022 / 24-06-2022	1.83	Customer pledged theft gold for financial gain	1.28	-	-	-	FIR filed by the actual owner of Gold
6	Kulathur Branch	24-02-2022 / 24-06-2022	8.34	Cheating and forgery by the customer, pledging low purity ornaments	1.15	-	-	-	Cheque case filed before JFCM Kalamassery
7	Sankarankovil Branch	19-07-2022 / 03-08-2022	2.81	Customer pledged spurious gold for financial gain	-	-	2.81	-	FIR filed by the company
8	Paramakudi	09-02-2023 / 31-03-2023	52.48	misappropriation of cash, cheating, criminal breach of trust, conspiracy etc. by employees	7.89	-	-	-	FIR filed against the accused staffs and terminated them from service
9	Devi chowk	04-03-2023 / 31-03-2023	2.84	pledging stolen gold ornaments by the customer	-	-	-	-	FIR filed; matter is pending with police to file charge sheet before the appropriate court.
10	Jagatsighpur	06-02-2023 / 31-03-2023	3.63	pledging stolen gold	-	-	-	-	FIR filed and

				ornaments by the customer				now the matter is with police to file charge sheet before court	
	1	Mancherial	13-01-2023 / 31-03-2023	1.85	pledging gold of a minor by the accused	-	-	-	FIR filed; matter is pending with police to file charge sheet before the appropriate court.
	17	Alagapuram	08-03-2023 / 31-03-2023	4.11	Customer pledged spurious gold ornaments	2.63	-	-	CSR filed and matter is pending with the police for investigation and filing FIR
	18	Ajith Singh Nagar	20-04-2023/ 10-07-2023	45.70	Employees misappropriated the cash	2.86	3.41	-	Company filed Police complaint. All the fraudulent employees who involved in this fraud was terminated from

								their service
19	Turvekere	05-05-2023/ 18-07-2023	1.24	Customer pledged Stolen gold ornaments	-	-	-	Company filed police complaint against the accused customer.
20	Tiptur	06-05-2023/ 18-07-2023	1.52	Customer pledged Stolen gold ornaments	-	-	-	Company filed police complaint against the accused customer.
21	Karimnagar	04-09-2023/ 21-09-2023	1.19	Customer pledged Stolen gold ornaments from Minor	-	-	-	Company filed police complaint against the accused customer.
22	Nanjangund	12-09-2023/ 21-09-2023	1.94	Customer pledged Stolen gold ornaments	-	-	-	Company filed police complaint against the accused customer.
23	Suryapet	25-09-2023/ 10-10-2023	5.40	Customer pledged Stolen gold ornaments	0.15	-	-	Company filed police complaint against the accused customer.
24	Alagapuram	20-10-2023/ 27-10-2023	8.15	Customer pledged	-	-	-	Company filed

				Stolen gold ornaments				police complaint against the accused customer.
25	Mathikere	22-09-2023/ 27-10-2023	2.34	Customer pledged Spurious Gold	-	-		FIR filed by the company
26	Haveri	16-11-2023/ 27-11-2023	7.34	Customer pledged Stolen gold ornaments	7.34	-	-	FIR filed; matter is pending with police to file charge sheet before the appropriate court. All the loss amount fully recovered by the company
27	Dondaprathi	30-11-2023/ 05-12-2023	1.24	Customer pledged Stolen gold ornaments	-	-	-	FIR filed by the company
28	Mathikere	17-01-24/ 29-01-24	4.62	Customer pledged stolen gold ornaments	0.30	-	4.62	FIR filed and now the matter is with police to file charge sheet before court
29	Thondi	10-01-24 to 23-01-24/	29.00	Employees in	-	-	40.00	Complaint

		13-02-24		connivance with Customers misappropriated cash				filed before Police and even after our earnest efforts, police has not filed FIR. So, we have entrusted advocate to file private complaint before court.
30	TC Circle	06-11-23 to 11-11-23/ 16-03-24	25.29	Employees misappropriated cash and pledged spurious gold		-	25.29	FIR filed and now the matter is with police to file charge sheet before court
31	Baripada	13-02-24 to 17-02-24/ 20-03-24	3.09	Employee misappropriated cash by pledging spurious gold and stole of gold ornaments.	3.09	-	-	FIR filed and now the matter is with police to file charge sheet before court. Company have recovered total

									amounts.
3 2	Guntur	07-03-24/ 16-03-24	1.33	Customer pledged stolen gold ornament s	-	-	1.33	FIR filed and now the matter is with police to file charge sheet before court	
3 3	Bagalgunte	16-04-24/ 22-04-24	2.84	Customer pledged stolen gold ornament s	-	-	-	FIR filed and now the matter is with police to file charge sheet before court	
3 4	Chakan	17-05-24/ 21-05-24	1.53	Customer pledged stolen gold ornament s	-	-	-	FIR filed and now the matter is with police to file charge sheet before court	
3 5	Gajuwaka	12-06-24/ 18-07-24	76.3 2	Employee s misappro priated cash paid by customer s and also pledged spurious gold ornament s	22.60	-	-	FIR filed and now the matter is with police to file charge sheet before court	
3 6	Hongasandra	01-07-2024/ 03-07-24	6.21	Customer pledged stolen gold	-	-	-	FIR filed and now	

				ornaments				the matter is with police to file charge sheet before court
37	Warangal	30-07-24/ 14-08-2024	5.37	Customer pledged stolen gold ornaments	-	-	-	FIR filed and now the matter is with police to file charge sheet before court
38	Salipur	26-07-2024/ 14-08-2024	4.74	Customer pledged stolen gold ornaments	-	-	-	FIR filed and now the matter is with police to file charge sheet before court
39	Dattatreya Nagar	27-08-2024/ 02-09-2024	1.05	Customer pledged stolen gold ornaments	-	-	-	FIR filed and now the matter is with police to file charge sheet before court
40	Ranibennur	09-09-2024	3.53	Customer pledged stolen gold ornaments	-	-	-	FIR filed and now the matter is with police to file charge

									sheet before court
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10.13 Financial Position of the Company:

The capital structure of the company in the following manner in a tabular form:

The authorized, issued, subscribed and paid up capital (number of securities, description and aggregate nominal value)	Authorised Capital	Issued Capital	Subscribed Capital	Paid up Capital
Number of equity shares (In Number of Securities)	265000000	233,16,72,24	233,16,72,24	233,16,72,24
Nominal amount per equity share (in INR)	10	10	10	10
Total amount of equity shares (in INR)	2650000000	233,16,72,240	233,16,72,240	233,16,72,240
Number of preference shares (In Number of Securities)	0	-	--	-
Nominal amount per preference shares (in INR)	0	-	-	-
Total amount of preference shares (in INR)	0	-	-	-
Size of the Present Offer	As specified in the relevant Key Information Document.			
Paid-up Capital:				
a. After the offer:	INR 233,16,72,240			
b. After the conversion of convertible instruments (if applicable)	Not applicable as each Debenture is a non-convertible debt instrument which is being issued at face value.			

Share Premium Account:	As on March 31, 2024:
a. Before the offer:	NIL
b. After the offer:	NIL

Details of the existing share capital of the Issuer in a tabular form, indicating therein with regard to each allotment, the date of allotment, the number of shares allotted, the face value of the shares allotted, the price and the form of consideration:

Date of Allotment	Name of Investor	No of Shares allotted	Face Value (in Rs.)	Issue Price (in Rs.)	Total Consideration (in Rs.)	Nature of Allotment	Equity Share Premium	Form of Consideration
30/06/2022	M/s Indel Corporation Pvt Limited	5,000,000	10	10	5,00,00,000	Rights Issue	-	Cash
22/07/2022	M/s Indel Corporation Pvt Limited	8,100,000	10	10	8,10,00,000	Rights Issue	-	Cash
13/09/2022	M/s Indel Corporation Pvt Limited	10,00,000	10	10	1,00,00,000	Rights Issue	-	Cash
30/09/2022	M/s Indel Corporation Pvt Limited	42,50,000	10	10	4,25,00,000	Rights Issue	-	Cash
20/02/2023	M/s Indel Corporation Pvt Limited	50,00,000	10	10	5,00,00,000	Rights Issue	-	Cash
15/03/2023	M/s Indel Corporation Pvt Limited	30,00,000	10	10	3,00,00,000	Rights Issue	-	Cash
31/03/2023	M/s Indel Corporation Pvt Limited	1,36,50,000	10	10	13,65,00,000	Rights Issue	-	Cash
30/09/2023	M/s Indel Corporation Pvt Limited	1,00,0000	10	10	10,00,00,000	Rights Issue	-	Cash
24/05/2024	M/s Indel Corporation Pvt Limited	50,00,000	10	10	5,00,00,000	Rights Issue	-	Cash

31/05/2024	M/s Indel Corporation Pvt Limited	3,70,36,745	10	10	37,03,67,450	Bonus Issue	-	
June 29, 2024	M/s Indel Corporation Pvt Limited	6000000	10	10	60000000	Rights Issue	-	Cash
July 09, 2024	M/s Indel Corporation Pvt Limited	14300000	10	10	143000000	Rights Issue	-	Cash
August 30, 2024	M/s Indel Corporation Pvt Limited	2,76,83,500	10	10	2,76,83,5000	Rights Issue	-	Cash

The number and price at which each of allotments were made by the Company in the last 1 (one) year preceding the date of this placement offer cum application letter separately indicating the allotments made for consideration other than cash and details of the consideration in each case.

Date	Amount (In INR)	Type of issue	Form of Consideration
30-06-2022	50,00,0000	Rights Issue	Cash
22-07-2022	81,00,0000	Rights Issue	Cash
13-09-2022	10,00,0000	Rights Issue	Cash
30-09-2022	42,50,0000	Rights Issue	Cash
20-02-2023	50,00,0000	Rights Issue	Cash
15-03-2023	30,00,0000	Rights Issue	Cash
31-03-2023	1,36,50,0000	Rights Issue	Cash
30-09-2023	1,00,00,0000	Rights Issue	Cash
24-05-2024	50,00,0000	Rights Issue	Cash
31-05-2024	3,70,36,7450	Bonus Issue	
29-06-2024	60000000	Rights Issue	Cash
09-07-2024	143000000	Rights Issue	Cash
30-08-2024	2,76,83,5000	Rights Issue	Cash

<p>Profits of the Company, before and after making provision for tax, for the 3 (three) financial years immediately preceding the date of circulation of this private placement offer cum application letter.</p>	<table border="1"> <thead> <tr> <th data-bbox="711 309 906 360">FY</th> <th data-bbox="906 309 1134 360">PBT (in Rs. Cr)</th> <th data-bbox="1134 309 1410 360">PAT (in Rs. Cr)</th> </tr> </thead> <tbody> <tr> <td data-bbox="711 360 906 412">FY 2024</td> <td data-bbox="906 360 1134 412">55.76</td> <td data-bbox="1134 360 1410 412">39.86</td> </tr> <tr> <td data-bbox="711 412 906 463">FY 2023</td> <td data-bbox="906 412 1134 463">29.19</td> <td data-bbox="1134 412 1410 463">20.54</td> </tr> <tr> <td data-bbox="711 463 906 506">FY 2022</td> <td data-bbox="906 463 1134 506">4.98</td> <td data-bbox="1134 463 1410 506">2.11</td> </tr> </tbody> </table>	FY	PBT (in Rs. Cr)	PAT (in Rs. Cr)	FY 2024	55.76	39.86	FY 2023	29.19	20.54	FY 2022	4.98	2.11
FY	PBT (in Rs. Cr)	PAT (in Rs. Cr)											
FY 2024	55.76	39.86											
FY 2023	29.19	20.54											
FY 2022	4.98	2.11											
<p>Dividends declared by the Company in respect of the said 3 (three) financial years; interest coverage ratio for last three years (cash profit after tax plus interest paid/interest paid)</p>	<p>No dividend has been declared by the Issuer till the date of this private placement offer and application letter.</p> <table border="1"> <thead> <tr> <th data-bbox="711 600 991 651">Year</th> <th data-bbox="991 600 1190 651">2024</th> <th data-bbox="1190 600 1358 651">2023</th> <th data-bbox="1358 600 1544 651">2022</th> </tr> </thead> <tbody> <tr> <td data-bbox="711 651 991 703">Dividend Declared</td> <td data-bbox="991 651 1190 703">-</td> <td data-bbox="1190 651 1358 703">-</td> <td data-bbox="1358 651 1544 703">-</td> </tr> <tr> <td data-bbox="711 703 991 775">Interest Coverage Ratio</td> <td data-bbox="991 703 1190 775">-</td> <td data-bbox="1190 703 1358 775">-</td> <td data-bbox="1358 703 1544 775">-</td> </tr> </tbody> </table>	Year	2024	2023	2022	Dividend Declared	-	-	-	Interest Coverage Ratio	-	-	-
Year	2024	2023	2022										
Dividend Declared	-	-	-										
Interest Coverage Ratio	-	-	-										
<p>A summary of the financial position of the Company as in the 3 (three) audited balance sheets immediately preceding the date of circulation of this private placement offer cum application letter</p>	<p>Please refer CHAPTER A of this General Information Document.</p>												
<p>Audited Cash Flow Statement for the 3 (three) years immediately preceding the date of circulation of this private placement offer cum application letter</p>	<p>Please refer CHAPTER B of this General Information Document.</p>												
<p>Any change in accounting policies during the last 3 (three) years and their effect on the profits and the reserves of the Company</p>	<p>Nil</p>												

PART B

**FORM NO PAS-4
PRIVATE PLACEMENT OFFER LETTER
(To be filled by the applicant)**

SI No.	Particulars	First Holder	Second Holder
1	Name	[•]	[•]
2	Father's Name	[•]	[•]
3	Complete Address (including Flat/ House Number, Street, Locality, Pin Code)	[•]	[•]
4	Phone Number, if any	[•]	[•]
5	Email ID, if any	[•]	[•]
6	PAN Number	[•]	[•]
7	Bank Account Details	[•]	[•]
8	Number of Non- Convertible Debentures subscribed	[•]	[•]
9	Total value of Non- Convertible Debentures subscribed	[•]	[•]
10	Tick whichever is applicable: - (a) The applicant is not required to obtain Government approval under the Foreign Exchange Management (Non-debt Instruments) Rules, 2019 prior to subscription of shares. (b) The applicant is required to obtain Government approval under the Foreign Exchange Management (Non-debt Instruments) Rules, 2019 prior to subscription of shares and the same has been obtained, and is enclosed herewith	[•]	[•]

Signature of the Subscriber

Initial of the officer of the Company designated to keep the record.

DECLARATION (To be provided by the Directors)

- A. The Company has complied with the provisions of the Companies Act, 2013 and the rules made hereunder;
- B. The compliance with the Companies Act, 2013 and the rules made thereunder do not imply that payment of dividend or interest or repayment of preference shares or debentures, if applicable, is guaranteed by the Central Government; and
- C. the monies received under the offer shall be used only for the purposes and objects indicated in this General Information Document.

I am authorized by the Board of Directors of the Issuer vide resolution number 21 dated 30th May 2024 read along with the resolution passed by the finance committee of the board of directors of the Issuer dated 01st October 2024 to sign this General Information Document and declare that all the requirements of Companies Act, 2013 and the rules made thereunder in respect of the subject matter of this form and matters incidental thereto have been complied with.

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

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

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

For **INDEL MONEY LIMITED**

Name: Umesh Mohanan

Title: Wholetime Director

Place: Kochi, India

Date: 05th October 2024

Enclosed

Chapter A - *A summary of the financial position of the Company as in the 3 (three) audited balance sheets immediately preceding the date of circulation of this Offer Letter alongwith the unaudited balance sheets for the period ended 30th June 2024.*

Chapter B - *Audited Cash Flow Statement for the 3 (three) years immediately preceding the date of circulation of this Offer Letter alongwith the unaudited cashflow statement for the period ended 30th June 2024.*

Chapter C - *Related party transactions entered during the last 3 (three) financial years immediately preceding the year of issue of this General Information Document and the current financial year with regard to loans made or, guarantees given or securities provided*

Optional Attachments, if any

CHAPTER A: FINANCIAL POSITION OF THE COMPANY AS IN THE 3 (THREE) AUDITED BALANCE SHEETS IMMEDIATELY PRECEDING THE DATE OF CIRCULATION OF THIS GENERAL INFORMATION DOCUMENT

Audited Financials for FY 2021-2022, FY 2022-2023 and FY 2023-2024 along with the unaudited limited review financial statements for the period ended 30th June 2024 are attached separately to this General Information Document

Please refer to **Annexure V** of the General Information Document

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CHAPTER B: AUDITED CASH FLOW STATEMENT FOR THE 3 (THREE) YEARS IMMEDIATELY PRECEDING THE DATE OF CIRCULATION OF THIS GENERAL INFORMATION DOCUMENT

Audited Financials for FY 2021-2022, FY 2022-2023 and FY 2023-2024 along with the unaudited limited review financial statements for the period ended 30th June 2024 are attached separately to this General Information Document

Please refer to **Annexure V** of the General Information Document

(The remainder of this page is intentionally left blank)

CHAPTER C- RELATED PARTY TRANSACTIONS ENTERED DURING THE LAST 3 (THREE) FINANCIAL YEARS IMMEDIATELY PRECEDING THE YEAR OF ISSUE AND THE CURRENT FINANCIAL YEAR

Audited Financials for FY 2021-2022, FY 2022-2023 and FY 2023-2024 and for the current financial year are attached separately to this General Information Document

Please refer to **Annexure V** of the General Information Document

(The remainder of this page is intentionally left blank)

SECTION 11: DECLARATION BY THE DIRECTORS

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

- A. the Issuer is in compliance with the provisions of Securities Contracts (Regulation) Act, 1956 and the Securities and Exchange Board of India Act, 1992, Companies Act, 2013 and the rules and regulations made thereunder;
- B. the compliance with the Companies Act, 2013 and the rules does not imply that payment of dividend or interest or repayment of non-convertible securities, if applicable, is guaranteed by the Central Government;
- C. the monies received under the Issue shall be used only for the purposes and objects indicated in this General Information Document;
- D. whatever is stated in this General Information Document and in the attachments thereto is true, correct and complete and no information material to the subject matter of this General Information Document has been suppressed or concealed and is as per the original records maintained by the promoters subscribing to the Memorandum of Association and the Articles of Association;
- E. It is hereby declared that this General Information Document contains full disclosures in accordance with the SEBI NCS Regulations, as amended from time to time and the Companies Act and the rules made thereunder; and
- F. The Issuer accepts no responsibility for the statements made otherwise than in this General Information Document or in any other material issued by or at the instance of the Issuer and that anyone placing reliance on any other source of information would be doing so at his own risk.

General Risk

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

Confidentiality

The information and data contained herein is submitted to each recipient of this General Information Document on a strictly private and confidential basis. By accepting a copy of this General Information Document, each recipient agrees that neither it nor any of its employees or advisors will use the information contained herein for any purpose other than evaluating the specific transactions described herein or will divulge to any other party any such information.

I am authorized by the Board of Directors of the Company vide resolution number 21 dated 30th May 2024 read along with the resolution passed by the finance committee of the board of directors of the Issuer dated 01st October 2024 to sign this General Information Document and declare that all the requirements of Companies Act, 2013 and the rules made thereunder in respect of the subject matter of this General Information Document and matters incidental thereto have been complied with.

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

For **INDEL MONEY LIMITED**

Name: Umesh Mohanan

Title: Wholetime Director

Place: Kochi, India

Date: 05th October 2024

ANNEXURE I: TERM SHEET

(As set out in the relevant Key Information Document)

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

(As set out in the relevant Key Information Document)

ANNEXURE III: CONSENT LETTER AND ENGAGEMENT LETTER FROM THE DEBENTURE TRUSTEE

(As set out in the relevant Key Information Document)

ANNEXURE IV: APPLICATION FORM

(As set out in the relevant Key Information Document)

ANNEXURE V: LAST AUDITED FINANCIAL STATEMENTS

Audited Financials for FY 2021-2022, FY 2022-2023, FY 2023-2024 and unaudited limited review financials for the period ended 30th June 2024 as below:

- (A) Audited Financials for the financial year ended 2023-2024 –<https://indelmoney.com/annual-reports/>
- (B) Audited Financials for the financial year ended 2022-2023 –<https://indelmoney.com/annual-reports/>
- (C) Audited Financials for the financial year ended 2021-2022 –<https://indelmoney.com/annual-reports/>
- (D) Unaudited Limited Review Financials for the period ended June 30, 2024 – <https://indelmoney.com/quarterly-results/>

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ANNEXURE VI: IN-PRINCIPLE APPROVAL

(As specified in the relevant Key Information Document)

ANNEXURE VII: ALM STATEMENTS AS ON 31ST MARCH 2024

1) DISCLOSURES BY NBFC MAKING PRIVATE PLACEMENT

- (a) Details with regard to the lending done by the Issuer out of the proceeds of debt securities in last three years, including details regarding the following:
- (i) Lending policy: Should contain overview of origination, risk management, monitoring and collections;
 Please refer to Annexure X of this Key Information Document.
- (ii) Classification of loans / advances given to associates, entities / person relating to board, senior management, promoters, others, etc.;
- (iii) Not Applicable Classification of loans / advances given, according to type of loans, denomination of loan outstanding by loan to value, sectors, denomination of loans outstanding by ticket size, geographical classification of borrowers, maturity profile, etc.;
- Please refer to the tables in (b) below.
- (iv) Aggregated exposures to the top 20 borrowers with respect to the concentration of advances, exposures to be disclosed in the manner as prescribed by RBI in its stipulations on corporate governance for NBFCs or housing finance companies, from time to time;

Details of top 20 borrowers with respect to concentration of advances as on March 31, 2024

(₹ in lakhs)

Particulars	Amount
Total advances to twenty largest borrowers	7,091.52
Percentage of Advances to twenty largest borrowers to Total Advances to the Company	4.62%

- (v) Details of loans, overdue and classified as non-performing in accordance with RBI stipulations.

Please refer to table in (B) below.

In order to allow investors to better assess the Debentures issued by the Issuer, the following disclosures shall also be made by such issuers in this General Information Document:

- (A) A portfolio summary with regard to industries / sectors to which borrowings have been made;

Please refer to the table in (b)(iii) below.

- (B) NPA exposures of the Issuer for the last three financial years (both gross and net exposures) and provisioning made for the same as per the last audited financial statements of the Issuer;

Asset Type	As on March 31		
	2024	2023	2022
Sub-standard	4,358.35	2,520.12	803.56
Doubtful	688.07	22.50	42.91
Loss	-		
Gross NPA	5,046.43	2,542.62	846.47
Gross NPA% of Assets under management	4.98%	3.93%	1.61%
Less Provisions*	1,520.57	587.27	329.91
Net NPA	3,212.51	2,204.25	723.20

Net NPA% of Assets under management	3.17%	3.40%	1.38%
-------------------------------------	-------	-------	-------

(C) Quantum and percentage of secured vis-à-vis unsecured borrowings made;

Type of Borrowings	Outstanding as at March 31, 2024	%
Secured Borrowings	88,774.53	87.55
Unsecured Borrowings	12,620.80	12.45
Total	1,01,395.33	100.00

(D) Any change in promoters' holdings during the last financial year beyond the threshold, as prescribed by RBI.

Nil

(b) Classification of loans / advances given according to:

(i) Type of Loans:

Details of types of loans

Type of Borrowings	Outstanding as at March 31, 2024	%
Secured Borrowings	88,774.53	87.55
Unsecured Borrowings	12,620.80	12.45
Total	1,01,395.33	100.00

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

^ Issuer is also required to disclose off balance sheet items.

(ii) Denomination of loans outstanding by loan-to-value ("LTV"):

Details of LTV

Sr. No.	LTV (at the time of origination)	Percentage of AUM
1	Upto 40%	0.37%
2	40-50%	0.68%
3	50-60%	11.08%
4	60-70%	87.87%
5	70-80%	-
6	80-90%	-
7	>90%	-
	Total	100.00%

(iii) Sectoral exposure:

Details of sectoral exposure

Sr. No.	Segment-wise break-up of AUM	Percentage of AUM
1	Retail	0%
A	Mortgages (home loans and loans against property)	5.25%

B	Gold loans	90.14%
C	Vehicle finance	0%
D	MFI	0%
E	MSME	0.28%
F	Capital market funding (loans against shares, margin funding)	0%
G	Others	0%
2	Wholesale	0%
A	Infrastructure	0
B	Real estate (including builder loans)	0%
C	Promoter funding	0%
D	Any other sector (as applicable)	0%
E	Others	4.33%
	Total	100.00%

(iv) Denomination of loans outstanding by ticket size*:

Details of outstanding loans category wise

Sr. No.	Ticket Size (at the time of origination)	Percentage of AUM
1	Up to INR 2 Lakhs	71.58%
2	INR 2-5 Lakhs	16.02%
3	INR 5-10 Lakhs	4.70%
4	INR 10-25 Lakhs	2.38%
5	INR 25-50 Lakhs	1.87%
6	INR 50-1 Crore	0.63%
7	INR 1-5 Crore	2.17%
8	INR 5-25 Crores	0.65%
9	INR 25-100 Crores	-
10	> INR 100 Crores	-
	Total	100.00%

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

(v) Geographical classification of borrowers:

Top 5 states borrower wise

Sr. No.	Top 5 States	Percentage of AUM
1	Tamil Nadu	24.84%
2	Karnataka	24.39%
3	Odisha	15.28%

4	Telangana	10.87%
5	Kerala	8.37%
6	Other	16.26%
	Total	100.00%

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

Movement of gross NPA

Movement of gross NPA*	INR (Crore)
Opening gross NPA	25.43
-Additions during the year	20.34
-Reductions during the year	5.31
Closing balance of gross NPA	50.46

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

Movement of provisions for NPA	INR (Crore)
Opening balance	5.87
-Provisions made during the year	9.33
-Write-off/ write-back of excess provisions	-
Closing balance	15.21

- (vii) Segment-wise gross NPA

Sr. No.	Segment-wise gross NPA	Gross NPA (%)
1	Retail	
A	Mortgages (home loans and loans against property)	1.69%
B	Gold loans	2.75%
C	Vehicle finance	-
D	MFI	-
E	MSME	0.22%
F	Capital market funding (loans against shares, margin funding)	0%
G	Others	0.31%
2	Wholesale	
A	Infrastructure	0%
B	Real estate (including builder loans)	0%
C	Promoter funding	0%
D	Any other sector (as applicable)	0%
E	Others	0%
	Total	4.98%

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

Residual maturity profile of assets and liabilities

Category	Up to 30 / 31 days	>1 months – 2 months	>2 months – 3 months	>3 months – 6 months	>6 months – 1 year	>1 years – 3 years	>3 years – 5 years	> 5 years	Total
Deposits	-	-	-	-	-	-	-	-	-
Advances	4,161.67	3,941.54	12,281.89	16,120.05	58,427.14	6,432.23	30.82	-	1,01,395.33
Investments	-	-	-	-	-	-	-	-	-
Borrowings	2,103.48	2,093.62	7,663.38	8,246.13	22,391.78	36,129.69	12,113.60	29.25	90,770.93
FCA*	-	-	-	-	-	-	-	-	-
FCL*	-	-	-	-	-	-	-	-	-

* FCA – Foreign Currency Assets

* FCL – Foreign Currency Liabilities

(ix) Disclosure of latest asset liability management statements to stock exchange

Not Applicable

A. Additional details of loans made by, Housing Finance Company: NIL

B. Disclosure of latest ALM statements to: The Company has not submitted any disclosure of ALM to BSE and / or NSE.

ANNEXURE VIII-A: BOARD RESOLUTION

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ANNEXURE VIII-B: FINANCE COMMITTEE RESOLUTION

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ANNEXURE IX: SHAREHOLDERS RESOLUTION


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ANNEXURE X: DUE DILIGENCE CERTIFICATES

(As specified in the relevant Key Information Document)

ANNEXURE XI: STATUTORY AUDITOR PEER REVIEW CERTIFICATE

No. 012648



Peer Review Board

The Institute of Chartered Accountants of India
New Delhi

This is to certify that the Peer Review of

M/s Bhattar & Company

307, Tulsiani Chambers,

Nariman Point,

Mumbai-400021

FRN/Mem. No. 131092W

(Name of PU, Address, FR No./M. No.)

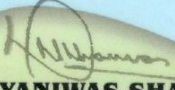
has been carried out for the period

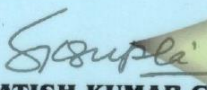
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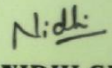
pursuant to the Statement on Peer Review.

This Certificate shall be effective from *07-02-2021*
and shall remain valid till *29-02-2024*

Issued at New Delhi on *23-12-2020*


CA. DAYANIWAS SHARMA
Chairman
Peer Review Board


CA. SATISH KUMAR GUPTA
Vice-Chairman
Peer Review Board


CA. NIDHI SINGH
Secretary
Peer Review Board

Disclaimer: The Peer Review process pertains to review of assurance services independent of Disciplinary Proceedings and therefore does not provide immunity from Disciplinary /Legal proceedings or action initiated against Practice Unit firm or its partners/employee

ANNEXURE XII: LENDING POLICY

LENDING POLICY

Index:

A) Note on Gold Loan

1. Customer Due-diligence
2. Gold Loan Process - End2End detailed operational process (SOP) of customer on-boarding:-
 - a) New loan
 - b) Renewal / roll over
 - c) Partial redemption
 - d) Balance Transfer
 - e) Gold assessment
 - f) Overdue follow up mechanisms etc.,
 - g) Auction & MTM process
 - h) Field Audit & Monitoring
3. Branch Operations
4. Gold storing and safety measures.
5. Risk Management & Operations
6. Gold Loan - Documents
7. Credit bureaus
8. System level triggers for monitoring
9. FVR & Loan Approval Matrix

B) Note on GD Loan

1. Loan Eligibility Criteria
2. Process Flow

A) Note on Gold Loan1. Customer Due-diligence

a) CKYC

Customer KYC has been created for every new customers by collecting the copy of identity proof and address proof verifying with the original document. The photo of the customer has been captured in the system through webcam. Mobile number has been verified by OTP received in the customer's registered mobile number. Pan card is mandatory for all the loans/ portfolio above 5 lakhs. We are doing 100% online audit on the real time basis.

In addition to that we are processing the CKYC API integration with the central KYC. Whenever a new customer ID has been created in our software, the CKYC ID also will be created /downloaded if already the same customer has CKYC ID.

b) De-Dupe

Internal software will be verifying the de-dupe check during the customer creation in the software. During de-dupe process the system will be highlight the identical entries if any input in the system. The System will be checking the duplication based on the below input data.
Mobile Number.
KYC identity number.

c) Fraud registry

We are reporting internal and external frauds incidents to central fraud registry /RBI on regular basis in the prescribed formats.

2. Gold Loan Process - End2End detailed operational process (SOP) of customer on-boarding:-

a) New loan

- 1) KYC documents (identity proof & address proof) mandatory for all the new customers.
- 2) Once the customer creation is successful in the software, the new loan process starts.
- 3) Loan application form to be signed by the borrower.
- 4) Gold ornaments to be collected from the borrower.
- 5) Gold ornaments will be appraised by the gold appraiser in the branch. And the appraiser will be giving the valuation report.
- 6) If the gold purity is perfect and LTV will be calculated and the eligibility of required loan amount required will be calculated.
- 7) If the customer is ok with loan amount, ROI etc.,. The application data like ornaments details, scheme details etc.,. Will be captured in the system and application will be created in the system. (Maker). Ornament photo also uploaded in the system.
- 8) The branch manager will be verifying the application and approving the loan in the system.
- 9) The application will be send to next level if the system find any kind of deviations to the credit department for approval.

- 10) Once the loan got approved, branch team will be disbursing the loan which will be authorized by the branch manager (OTP received to the customer mobile to be updated in the software)
- 11) Loan amount will be transferred to the customer's registered bank account, if the customer opts of fund transfer mode. (we can disburse the loan amount through cash mode up to 2 lakhs)
- 12) Two copies of pledge card will be printed from the system and one will be handed over to customer and other one filed in the branch.
- 13) All the details of loan will be printed in the pledge card along with photograph of customer and gold ornaments.
- 14) Gold ornaments will be packed in a cover and stored in the safe vault on real time basis.

b) Renewal / roll over

- 1) The borrowers can renew the loan by paying all the interest dues & principal amount.
- 2) Here the existing loan will be closed first and the new loan will be booked in the system. New Loan account Number will be generated for the new loan.
- 3) The gold ornaments will be re-packed in the new packing cover and the new loan account number will be mentioned on the cover.
- 4) Customers can opt for any changes in the loan amount, schemes etc,.
- 5) Customers can withdraw / add on any ornaments to their wish.

c) Partial redemption

- 1) The borrower can always make a part payments to their loan accounts.
- 2) The borrower should remit the interest dues first and can make part payment in the principal component.
- 3) Borrowers can make use of our mobile app / website for remitting the interest and part payments if any.
- 4) For the redemption of gold ornaments partially , the borrower needs to undergo renewal process

d) Balance Transfer

- 1) Whenever a customer approach us for the balance transfer , we collect all the required documents from the customers like gold pledge card , KYC documents and do the eligibility calculation as per the market value of gold.
- 2) If the eligibility match against the ornaments mentioned in the pledge card , we further go for the documentation part.
- 3) The documentation includes a declaration from the customer, a Cheque for balance transfer amount and an indemnity bond executed in Rs.200/- stamp paper.
- 4) Credit approval requires for the balance transfer before the execution.
- 5) Area Manager to visit the customer place to understand the repaying capacity and to ensure the data given by the customer.

e) Gold assessment

- 1) The Appraisal must be done by the Counter Staff who is assigned to handle the Gold Loan on a Monthly rotation basis. He/she might have been provided with the adequate Training by *Indel Money* and or must have adequate experience in the same
- 2) The same must be appraised again by the JC before disbursing the loan
- 3) The BM has also to appraise and verify the same before taking it to the Safe vault.
- 4) The appraiser, JC and Manager should record the appraisal by signing in the appropriate column
- 5) In case of single pledges above Rs.10 Lakhs the appraisal must be done by Gold Inspector before disbursing the amount of Loan. It is better to contact Operations Department well in advance in case of such circumstances
- 6) The capability to assess the ornaments is gained by experience and deep knowledge gained by the appraiser through interaction with people in this line. We cannot lay down any prescribed method to appraise the gold ornaments, as to its weight and fineness. However few methods which will help to arrive at a conclusion are given below
- 7) Method of appraising.
 - a. Acid and salt test
 - b. Pointed Scratch Test
 - c. Weight Test
 - d. Smell test
 - e. Usability test
 - f. Flexibility test
 - g. Sound test etc.,

f) Overdue follow up mechanisms etc.,

Every borrower has to be contacted over phone at least 4-5 days prior to the interest payment due date and the amount of interest to be paid on due date every month to ensure the payment of interest on time. Also to inform them about the possible escalations in interest if they fail in interest payment on time. The Branch manager has to ensure that all borrowers are well informed about interest due date and amount to be paid

Notice has to be sent to the defaulter 4-5 days prior to the date of change in interest in the prescribed format to remind him to pay the interest & cautioning him about the increase in interest rate in the absence of payment being made by him by Ordinary Post (85 days)

Still if the interest remains unpaid, next notice has to be sent by Registered Post 5-7 days prior to the next escalation in interest rate, requesting him to pay the interest in full, and regularize the account at the earliest (170 days)

Final Notice has to be sent to the borrower after the Loan Tenure or after 6 Months if Loan tenure is less than 6 months, by Registered Post requesting him to pay the Principal, interest and all other due amount within 2 weeks of issue of this notice and also inform him that the Company will initiate auction procedures, if he/she is not clearing the account within the extended time (within 7 days after completion of loan duration or after 200 days whichever is higher)

Branch has to follow up with the customer every time after sending the notice. In case of return of default notices, Branch Team can make attempt to visit the address given by the Borrower and to trace the customer.

If the notice sent by the branch to the borrower is returned, branch should make detailed enquiries of the address and also re-appraise the ornaments pledged and ensure that the ornaments pledged are genuine and covers the loan. If any deviation in the ornaments is noticed it should be immediately informed to Operations Department through AM/RM/AGM and rectification measures may be initiated on war footing basis.

g) Auction & MTM process

For gold loans the recovery is happening through public auction of gold ornaments pledged for the loan account. Collection & Auction procedure will be as follows:

1. Registered letter to the borrower on expiry the loan tenure.
2. Auction intimation letter to the borrower minimum 14 days prior to auction.
3. Newspaper publication of auction accounts in an English & vernacular newspaper.
4. Taluk wise Auction sale will be conducted on the scheduled date at our branches in presence of board approved auctioneer.
5. Bidders will be participating in the auction and bid for the gold ornaments.
6. The successful bidder will remit the settlement amount.

h) Field Audit & Monitoring

- 1) The Gold Inspector is authorized to conduct Gold Inspection at any time. He/ She is authorized to open the packets and conduct purity appraisal, physical examination, and weight checking etc. in the presence of JC/BM
- 2) Auditors are empowered to conduct Physical audit by counting the packets in front of the JC& BM. They are not empowered to open and examine the packets unless and other wise authorized specially by CO
- 3) There will be a surprise audit to branches by the internal gold auditors to ensure the packets are intact and sample verification will be done.

3.. Branch Operations

The various Roles in Branches are as follows. The functions related to Operations dept. applicable for various roles at branches are explained as follows. They are responsible for other dept. functions too.

1. Custodian or Branch Manager
2. Joint Custodian
3. Cashier
4. Gold Counter Staff

Custodian or Branch Manager: Custodian or the Branch Manager or the Branch in Charge is the first key holder of Branch. He/she is the primary person responsible for all transactions of the branch. Also he/she is the authorized signatory for bank transactions.

Joint Custodian: Joint Custodian (JC) is the second key holder of the branch. If the branch is having an Asst. Branch Manager, he/she will be designated as JC. Apart from the second key holding, JC is responsible for Customer Service, System entry etc.

Cashier: Employee handling Cash is designated as Cashier. He/she is responsible for the Cash related transactions explained in this Manual.

Gold Counter Staff: Gold Counter Staff is responsible primarily, for the appraisal of gold ornaments. Purity, weight, deductions etc. is to be appraised properly by the Gold Counter Staff. A CSE/CRE/CSO is to be designated at Gold Counter Staff.

Our Operations policy is that every employee is to be skilled for all activities

4. Gold storing and safety measures.

The Strong Room/Safe operations should be carried out strictly by following the principle of Joint Custody as the Joint Custodians (JCs) are jointly and severally responsible and accountable for the securities held inside. Both the custodians should jointly open the safe room/safe by independently applying their respective keys and be present there till the safe room is closed after the operation.

Under no circumstance one person should hold both the Key Sets at the same time. As a responsible employee of the organization the persons who are entrusted with the keys are acting as the trustees for the securities held in the strong room. They should know the seriousness of the joint operations and mere trust of another person may unnecessarily invite trouble to him/her, even affecting the job.

The following points are to be strictly adhered to under joint custody operations:

1. Safe should always be kept locked except when it is opened for deposit/ Withdrawal of gold packets/ cash.
2. The keys should not be entrusted to any other person for operations and each operation should be carried out jointly by the Joint Custodians (JCs). Both the keys should not be entrusted to one of the custodians for operating under any circumstances
3. Other staff especially staff dealing with gold loans (except when he/she is a joint custodian) should not be allowed to enter the safe room
4. Withdrawal / deposit of gold packets are carried out by the Manager in the presence of the Joint Custodian (JC).
5. Each set of keys are to be held by the Joint Custodians (JCs) individually and at no point of time should both the sets of keys be with one of the custodians.
6. Sub-staff and security staff are not permitted to enter the safe room.
7. Keys should not be left in the safe/ safe room door itself after the operations.
8. During the office hours the keys should be kept in separate drawer duly locked.
9. Keys should not be kept in the office drawers/ inside the branch premises overnight under any circumstances.

10. While commuting to /from the residence the custodian should take extra care to keep the keys safely with them and has to be kept in the house, in a secured place not accessible by others.
11. Custodians should not leave the keys in the branch if they leave the office for any reason.
12. Only under emergency and most unavoidable situations the keys can be temporarily held by a staff other than the Joint Custodians (JCs) after obtaining prior permission from the Area/Regional Manager/AGM and with clear recording in the key movement register. Such instances should not be a routine and Corporate office should be informed of the same for information/guidance.
13. Sub staff/ security staff should not be allowed to hold the joint custody keys under any circumstances.
14. The joint custody Keys shall not be entrusted on a regular basis with the Management Trainees or with the Staff Trainees. However under exceptional situations, same is permitted with written approval from competent authority (Head Operations)
15. Joint Custodians (JCs) should invariably ensure that both the keys are applied for closing the safe room/Safe door before leaving the office.

When the Manager wants to avail leave or leave station for official or personal purposes, prior permission should be obtained from competent authority/Corporate office and proper handing over of the keys held by him to the authorized staff should be made before leaving station with necessary recordings in the key movement register.

5. Risk Management & Operations

Being an Organization Handling Cash & Gold, we follow the rule of Joint Responsibility in all activities of offices.

- Branch Opening and Closing in the presence of two employees
- Safe to be operated jointly by two employees
- Gold to be appraised by two employees
- Cash/cheque payments to happen with joint responsibility
- We have Joint operation in all transactions and all our branches we do have safe room with Safe (ISI Standard), safe having joint operation system.
- In all our branches equipped with CCTV and central monitoring on the same. All branches intrusion alarm in place and any movement/breaking/unauthorized access/drilling etc. will be armed by intrusion.
- We have fake note cum counting machine in place which will reduce the risk of fake note. All our employees trained and capable of analyzing the purity of gold ornaments even though we do have multiple layers to verify the same.

- On the field our Area/Regional Managers frequently visiting branches and verifying documents and valuable. Our expert internal audit team visiting the branches as per schedule/surprise and re checking the purity. The maximum gap in visit is 20-25 days. i.e. all the packets will be verified by our IA once in every 20 days.
- Accepting pledges from customers after verification on KYC and purity of ornaments, customer geographical distance also covered i.e. within 7 kms only.
- All our transactions happening only through the centralized core banking solutions, without completing transactions and tallying only branches can perform EOD.
- Gold ornaments packed in TTE covers which is also support us to spot if any tampers or number changes
- BM approval limit up to 5 Lakhs overall exposure in a CID and above this CO Credit approving the loan, above 5 number of loans/overdue customers etc. approved from CO Credit.
- All our transactions backed with OTP and validation is mandatory.

6. Gold Loan - Documents

a). Various borrower level documents executed with the customer - Application form, pledge documents with terms and conditions (all types – single pager/ multi pager agreement), cash receipts, loan closure / NOC etc. which are collected from or issued to customer.

1. Loan Application form
2. Terms & conditions (back side of application form)
3. DPN along with pledge card (customer copy & office copy)
4. Voucher copy.

7. Credit bureaus

We are reporting the loan details and collection/closure data to the below credit bureaus.

- a) CIBIL
- b) CRIF
- c) EQUIFAX
- d) EXPERIAN

8. System level triggers for monitoring

We have enabled various kind of system triggers to monitor the risks.

- 1) NPA reports
- 2) Overdue above 90 days
- 3) Overdue above 120 days
- 4) Auction reports

- 5) Customer who have pledging more than 5 pledges.
- 6) Customer portfolio above 5 lakhs
- 7) Trigger of loan deviations while pledging loans.
- 8) Audit irregularity reports.
- 9) Loan wise portfolio reports.
- 10) Branch Opening / closing reports etc.,

9. FVR & Loan Approval Matrix

Loan Amount	Pre-disbursement Field Verification officer	Post -disbursement Field Verification officer (within 10 working days)	Loan Approving authority
Up to 3 Lakhs	NA	NA	Branch Manager
Above 3 Lakhs to 5 Lakhs	NA	Branch Manager.	Branch Manager
Above 5 Lakhs to 10 Lakhs	Branch Manager	Area Manager	Zonal Head
Above 10 Lakhs to 20 Lakhs	Branch Manager	Area Manager	Business Head
Above 20 Lakhs to 50 Lakhs	Area Manager	Regional Manager	ED &CEO
Above 50 Lakhs to 1 Cr	Regional Manager	Zonal Head	ED &CEO
Above 1 Cr to 2 Cr	Regional Manager	Zonal Head	ED &CEO
Above 2 Cr to 5 Cr	Zonal Head	Business Head on planned visit	Credit Committee of the Board
Above 5 Cr	Zonal Head	Business Head on planned visit	Board of Directors

b. Note on GD Loan

1) Loan Eligibility Criteria

- Minimum age : 21 years
- Maximum age : 60 years
- Tenure : 6/9/12 months
- Loan amount : Price of the selected product.
- Customer Type : IMPL Customer

- Security : Gold Ornaments

2) Process Flow:

Step 1: Selection of Products:

1. Branches can show the products to the interested customers.
2. The products offered will be updated in the web portal shared by our vendor , product image , features , and price of the products will be displayed in the web link
3. Based on the customer preferences, can choose the products.

Step 2: Products and Pricing:

1. Once the product / multiple products are selected by the customer, the same will be reflecting in the cart with price.
2. The same to be confirmed and the customer Name, deliver address, Land mark, Pin code and contact number to be updated in the portal to process further.

Step 3: Gold Loan booking / Disbursement:

1. Based on the price in the cart Gold loan needs to be booked in system as per normal procedure.
2. All the loans booked in the above said schemes/(CD loans) will be approved by the Credit & Risk department (L2) irrespective of loan amount.
3. At the disbursement module the amount payable to be saved as "Transfer Mode "as "HO" (Auto Selection).
4. The loan disbursement amount will be transferred to vendor directly from corporate office.

Note: No Cash disbursement will be permitted in this consumer durable schemes. Pledge form to be printed and handed over to the customer.

Step 4: Documentation:

1. KYC norms as same of Gold Loan
2. Loan documentations as per current gold loan.
3. Letter of Authorization (For releasing the payment to third party).