

Series 40 Debentures &  
Series 41 Debentures

## KEY INFORMATION DOCUMENT

Private and Confidential – For Private  
Circulation Only  
Key Information Document for Issue of  
Non-Convertible Debentures on a private  
placement basis  
October 29, 2024



### AVANSE FINANCIAL SERVICES LIMITED

CIN: U67120MH1992PLC068060

RBI Registration Number: RBI B-13.01704

PAN Number: AAACA4267A

(Incorporated on August 7, 1992 at Mumbai, Avanse Financial Services Limited is a public limited company within the meaning of the Companies Act, 2013 and registered with the Reserve Bank of India as a Non-Banking Financial Company.)

**Registered Office & Corporate Office:** 4<sup>th</sup> floor, E-Wing, Times Square, Andheri- Kurla Road, Gamdevi, Marol, Andheri East, Mumbai 400 059, Maharashtra, India;

Tel: +91 22 6859 9999; **Website:** www.avanse.com;

**Compliance Officer:** Rajesh Pravinkumar Gandhi,

**Contact details of Compliance Officer:** +91 22 6859 9999 **e-mail:** companysecretary@avanse.com

**Company Secretary:** Rajesh Pravinkumar Gandhi, **Tel. No.:** +91 22 6859 9999, **Email:** companysecretary@avanse.com

**Chief Financial Officer:** Vikrant Virendra Gandhi; **Tel:** +91 22 6859 9999 ; **E-mail:** companysecretary@avanse.com

**Promoters:** Olive Vine Investment Ltd





**Date:** 29<sup>th</sup> October, 2024

Key Information Document issued in conformity with the Securities Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 issued *vide* circular number SEBI/LAD-NRO/GN/2021/39 dated August 09, 2021, as amended from time to time, the Master Circular issued by Securities Exchange Board of India *vide* circular number SEBI/HO/DDHS/PoD1/P/CIR/2024/54 dated May 22, 2024, as amended from time to time, and the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended from time to time.

#### ISSUE OF UPTO:

- (i) 25,000 (TWENTY-FIVE THOUSAND) SECURED, RATED, LISTED, REDEEMABLE, NON-CONVERTIBLE DEBENTURES BY AVANSE FINANCIAL SERVICES LIMITED (“ISSUER” / “COMPANY”), OF THE FACE VALUE OF RS. 1,00,000/- (RUPEES ONE LAKH EACH) EACH FOR CASH AT PAR AGGREGATING UPTO RS. 250,00,00,000/- (RUPEES TWO HUNDRED FIFTY CRORES ONLY) (“SERIES 40 DEBENTURES”); AND
- (ii) 30,000 (THIRTY THOUSAND) SECURED, RATED, LISTED, REDEEMABLE, NON-CONVERTIBLE DEBENTURES BY THE ISSUER, OF THE FACE VALUE OF RS. 1,00,000/- (RUPEES ONE LAKH EACH) EACH FOR CASH AT PAR AGGREGATING UPTO RS. 300,00,00,000/- (RUPEES THREE HUNDRED CRORES ONLY) (“SERIES 41 DEBENTURES”),

ON PRIVATE PLACEMENT BASIS ISSUED UNDER THE GENERAL INFORMATION DOCUMENT DATED 4<sup>th</sup> SEPTEMBER 2024 (“GENERAL INFORMATION DOCUMENT”) AS AMENDED / SUPPLEMENTED FROM TIME TO TIME, FOR PRIVATE PLACEMENT OF SECURED, RATED, LISTED, REDEEMABLE, NON-CONVERTIBLE DEBENTURES ON PRIVATE PLACEMENT BASIS.

Details of Debenture Trustee	Details of Registrar to Issue	Details of Credit Rating Agency	Details of Statutory Auditor
			
<b>Name:</b> Catalyst Trusteeship Limited	<b>Name:</b> Link Intime India Private Limited	<b>Name:</b> CRISIL Ratings Ltd.	<b>Name:</b> M/s. Walker & Chandiook & Co. LLP
<b>Registered Address:</b> GDA House, Plot No. 85, Bhusari Colony (Right), Paud Road, Pune – 411 038  <b>Corporate Address:</b> GDA House, Plot No. 85, Bhusari Colony (Right), Paud Road, Pune – 411 038	<b>Registered Address:</b> C-101, 1st Floor, 247 Park L.B.S. Marg, Vikhroli West Mumbai 400 083 Maharashtra, India  <b>Corporate Address:</b> C-101, 1st Floor, 247 Park L.B.S. Marg, Vikhroli West Mumbai 400 083 Maharashtra, India	<b>Registered Address:</b> CRISIL House Central Avenue, Hiranandani Business Park, Powai, Mumbai 400 076  <b>Corporate Address:</b> CRISIL House Central Avenue, Hiranandani Business Park, Powai, Mumbai 400 076	<b>Registered Address:</b> 16th Floor, Tower III, One International Center, S B Marg, Prabhadevi (W), Mumbai - 400013 Maharashtra, India  <b>Corporate Address:</b> 16th Floor, Tower III, One International Center, S B Marg, Prabhadevi (W), Mumbai - 400013 Maharashtra, India
<b>Tel No.:</b> +91 22 4922 0555  <b>Fax No.:</b> NA	<b>Tel No.:</b> 022-4918-6000  <b>Fax No.:</b> NA	<b>Tel No.:</b> 022-33423000  <b>Fax No.:</b> NA	<b>Tel No.:</b> 022-6626 2699  <b>Fax No.:</b> NA
<b>Contact Person:</b> Mr. Umesh Salvi  <b>Tel No.:</b> +91 22 4922 0555	<b>Contact Person:</b> Mr. Amit Dabale  <b>Tel No.:</b> 022-4918-6000	<b>Contact Person:</b> Mr. Aesha Maru  <b>Tel No.:</b> 022-33423000	<b>Contact Person:</b> Mr. Manish Gujral  <b>Tel No.:</b> 022-6626 2699
<b>Email:</b> <a href="mailto:dt.mumbai@ctttrustee.com">dt.mumbai@ctttrustee.com</a>  <b>Website:</b> <a href="https://catalysttrustee.com">https://catalysttrustee.com</a>	<b>Email:</b> <a href="mailto:mumbai@linkintime.co.in">mumbai@linkintime.co.in</a>  <b>Website:</b> <a href="http://www.linkintime.co.in">www.linkintime.co.in</a>	<b>Email:</b> <a href="mailto:aesha.maru@crisil.com">aesha.maru@crisil.com</a>  <b>Website:</b> <a href="http://www.CRISIL.com">www.CRISIL.com</a>	<b>Email:</b> <a href="mailto:manish.gujral@walkerchandiook.in">manish.gujral@walkerchandiook.in</a>  <b>Website:</b> <a href="http://www.walkerchandiook.in">www.walkerchandiook.in</a>

This Key Information Document dated 29<sup>th</sup> October 2024 (i) for issuance of up to 25,000 (Twenty Five Thousand) Secured, Rated, Listed, Redeemable, Non-Convertible Debentures aggregating up to Rs. 250,00,00,000/- (Rupees Two Hundred Fifty Crores only) (“**Series 40 Debentures**”) and (ii) for issuance of up to 30,000 (Thirty Thousand) Secured, Rated, Listed, Redeemable, Non-Convertible Debentures aggregating up to Rs. 300,00,00,000/- (Rupees Three Hundred Crores only) (“**Series 41 Debentures**”) (“**Key Information Document**”) is issued in terms of and pursuant to the General Information Document dated 4<sup>th</sup> September, 2024. All the terms, conditions, information and stipulations contained in the General Information Document, unless the context states otherwise or unless specifically stated otherwise, are incorporated herein by reference as if the same were set out herein. Investors are advised to refer to the same to the extent applicable. This Key Information Document must be read in conjunction with the General Information Document.

This Key Information Document contains details of this Series 40 Debentures and Series 41 Debentures and details in respect of: (i) the offer of non-convertible securities in respect of which the Key Information Document is being issued; (ii) any financial information of the Issuer if such information provided in the General Information Document is more than six months old; (iii) any material changes in the information provided in the General Information Document; and (iv) any material developments which are not disclosed in the General Information Document relevant to the offer of non-convertible securities in respect of which this Key Information Document is being issued. Accordingly, set out below are the updated financial information / particulars / changes in the particulars set out

under the General Information Document, which additional / updated information / particulars shall be read in conjunction with other information / particulars appearing in the General Information Document. All other particulars appearing in the General Information Document shall remain unchanged.

In case of any inconsistency between the terms of this Key Information Document and the General Information Document and/or the terms of this Key Information Document and/or any other Transaction Documents executed in respect of the Debentures, the terms as set out in the relevant Transaction Document shall prevail. Provided however, in case of any inconsistencies between the provisions as set out in the Disclosure Document(s) and Applicable Law, the terms of Applicable Law shall prevail over and override the provisions under the Disclosure Document(s), for all intents and purposes and the provisions as set out in the Transaction Documents shall be deemed to have been amended such that the Applicable Law prevails. Capitalised terms used herein but not defined shall have the same meanings as accorded to the terms in the General Information Document and/ or other Transaction Documents for this Issue.

The issue of Series 40 Debentures and Series 41 Debentures under this Key Information Document does not form part of non-equity regulatory capital mentioned under Chapter V (Issuance and Listing of perpetual debt instruments, perpetual non-cumulative preference shares and similar instruments) of SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021. The face value of each Debenture issued on private placement basis for respective 'Security Name' shall be as per 'Face Value' as mentioned under **Section II** – Summary Term Sheet for Debentures below.

#### ISSUE HIGHLIGHTS\*

ISSUE DETAILS		
	Series 40 Debentures	Series 41 Debentures
<b>Coupon Rate</b>	9.60% p.a.	9.40% p.a.
<b>Coupon Payment Frequency</b>	Annually and on Redemption Date	Semi-annually on the Coupon Payment Date(s)
<b>Redemption Date</b>	30 <sup>th</sup> April 2027	29 <sup>th</sup> October 2027
<b>Redemption Amount</b>	INR 1,00,000 (Indian Rupees One Lakh) per Debenture	
<b>Nature and Issue Size of Debentures</b>	Secured / Rs. 250,00,00,000/- (Rupees Two Hundred & Fifty Crores only)	Secured / Rs. 300,00,00,000/- (Rupees Three Hundred Crores only)
<b>Base Issue and Green Shoe Option</b>	Series 40 Debentures: Rs. 250,00,00,000/- (Rupees Two Hundred & Fifty Crores only)  Series 41 Debentures: Rs. 300,00,00,000/- (Rupees Three Hundred Crores only)	
<b>Shelf / Series Size</b>	Series 40 Debentures up to Rs. 250,00,00,000/- (Rupees Two Hundred & Fifty Crores only)	Series 41 Debentures Rs. 300,00,00,000/- (Rupees Three Hundred Crores only)
<b>Details about Underwriting of the Issue including the Amount Undertaken to be Underwritten by the Underwriters.</b>	NA	
<b>Anchor Portion and Anchor Investors</b>	<p><b>(a) Name of the Anchor Investor:</b></p> <p>Barclays Bank Plc</p> <p>The anchor has also been identified/selected as eligible participant(s) by the Issuer and may participate in the non-anchor portion of this Issue. Please note that there will be no bidding for the anchor portion of this Issue.</p> <p><b>(b) Total Amount of Anchor Portion (not exceeding 30% of Base Issue size):</b></p>	<p><b>(b) Name of the Anchor Investor:</b></p> <p>Aditya Birla Mutual Fund</p> <p>The anchor has also been identified/selected as eligible participant(s) by the Issuer and may participate in the non-anchor portion of this Issue. Please note that there will be no bidding for the anchor portion of this Issue</p>

	Rs. 75,00,00,000/- (Rupees Seventy Five Crores only)	<b>(b) Total Amount of Anchor Portion (not exceeding 30% of Base Issue size):</b> Rs. 90,00,00,000/- (Rupees Ninety Crores only)
<b>*For further details on the terms of the Issue, please also refer the Section on 'Summary Term Sheet'</b>		

## CREDIT RATING

Details of credit rating, along with the latest press release of the Credit Rating Agency in relation to the issue, and a declaration that the rating is valid as on the date of issuance and listing. Such press release shall not be older than one year from the date of opening of the issue.

CRISIL Ratings Limited has assigned a “CRISIL AA-; Stable” (pronounced “Double A Minus; Outlook: Stable”) rating to the captioned Issue.

**Date of Rating Letters:** August 26, 2024 by CRISIL Ratings Limited

**Date of Press Release of Ratings:** August 26, 2024 by CRISIL Ratings Limited

**Press Release and Rating Rationale:** Please refer Annexure V of the Key Information Document.

**Declaration:** The ratings mentioned above are valid as on the date of issuance and listing.

## LISTING

The Series 40 Debentures and Series 41 Debentures are proposed to be listed on the Debt Segment of the Bombay Stock Exchange “BSE”. The Issuer has maintained the Recovery Expense Fund with BSE. (Please refer to **Section 5.42** of the General Information Document for more details).

## ELIGIBLE INVESTORS

Please refer **Section 6.13** of the General Information Document

## ELECTRONIC BOOK MECHANISM AND DETAILS PERTAINING TO UPLOADING THE INFORMATION DOCUMENT ON THE ELECTRONIC BOOK PROVIDER PLATFORM.

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

<b>Issue Composition - Details of size of the issue and green shoe portion, if any</b>	Issue of Series 40 Debentures of up to Rs 250,00,00,000/- (Rupees Two Hundred & Fifty Crores only)	Series 41 Debentures of up to Rs 300,00,00,000/- (Rupees Three Hundred Crores only)
<b>Interest Rate Parameter</b>	9.60% p.a. payable annually	9.40% p.a. payable semi-annually
<b>Bid opening and closing date</b>	October 30, 2024	
<b>Manner of bidding</b>	Open	Closed
<b>Type of bidding</b>	Price based bidding	
<b>Manner of Allotment</b>	The allotment will be done on Multiple Yield basis in accordance with EBP Guidelines	The allotment will be done on Multiple Yield basis in accordance with EBP Guidelines
<b>Allotment Size</b>	Rs 250,00,00,000/- (Rupees Two Hundred & Fifty Crores only)	Rs 300,00,00,000/- (Rupees Three Hundred Crores only)
<b>Manner of Settlement</b>	Pay-in of funds through ICCL	
<b>Minimum Bid Lot and Multiple of Single Bid</b>	The minimum application size for the Issue shall be 100 (One Hundred) Debentures and in multiples of 1 (One) Debenture thereafter	
<b>Trading Lot Size</b>	1 (One) Debenture	
<b>Settlement Cycle [T+1/ T+2] where T refers to the date of bidding/ issue day</b>	T+1; where T refers to the date of bidding/ issue day	

## SECTION I

### DISCLOSURES UNDER SCHEDULE I OF SECURITIES EXCHANGE BOARD OF INDIA (ISSUE AND LISTING OF NON-CONVERTIBLE SECURITIES) REGULATIONS, 2021

Other than to the limited extent set out hereunder, please refer to the General Information Document for disclosures under **Schedule I** of Securities Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, as amended from time to time.

#### A. Financial Information

- (i) 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 which shall not be more than six months old from the date of the draft offer document or offer document or issue opening date, as applicable. Such financial statements shall be audited and certified by the statutory auditor(s) who holds a valid certificate issued by the Peer Review Board of the Institute of Chartered Accountants of India (“ICAI”).

Provided that, issuers whose non-convertible securities are listed as on the date of filing of the offer document or placement memorandum, may provide only a web-link and a static quick response code of the audited financial statements in the offer document or placement memorandum subject to the following conditions: (i) Such listed issuers shall disclose a comparative key operational and financial parameter on a standalone and consolidated basis, certified by the statutory auditor(s) who holds a valid certificate issued by the Peer Review Board of the Institute of Chartered Accountants of India, for the last three completed years in the offer document. (ii) The scanning of such static quick response code or clicking on the web-link, shall display the audited financial statements for last three financial years of such issuer on the website of the stock exchange where such data is hosted.

#### Standalone Audited Financial Statement

- Q1 2024-25 - <https://www.avanse.com/pdf/notice/Out%20of%20Board%20Meeting%20-%20August%2012,%202024.pdf> (Limited Review report issued by the Statutory Auditors is attached as **Annexure X**.)
- FY 2023-24 - <https://www.avanse.com/pdf/financials/AGM%20Notice%20and%20Annual%20Report.pdf>
- FY 2022-23 - <https://www.avanse.com/pdf/financials/Annual-Report-FY2022-23.pdf>
- FY 2021-22 - [www.avanse.com/viewPagesAssets/pdf/investors/financials/annual-report-2022.pdf](http://www.avanse.com/viewPagesAssets/pdf/investors/financials/annual-report-2022.pdf)

#### Consolidated Audited Financial Statements

- FY 2023-24 - <https://www.avanse.com/pdf/financials/AGM%20Notice%20and%20Annual%20Report.pdf>
- FY 2022-23 - <https://www.avanse.com/pdf/financials/Annual-Report-FY2022-23.pdf>

- (ii) Key Operational and Financial Parameters on a Consolidated and Standalone Basis in respect of the financial information provided under clause (i) above:

#### a) Consolidated Basis

(₹ in crores)

Particulars	March 31, 2024	March 31, 2023	March 31, 2022
<b>BALANCE SHEET</b>			
<b>Assets</b>			
Property, Plant and Equipment	23.31	13.09	6.63
Financial Assets	14,194.36	9,647.97	5,395.81
Non-financial Assets excluding Property, Plant and Equipment	126.16	68.89	50.57
<b>Total Assets</b>	<b>14,343.84</b>	<b>9,729.95</b>	<b>5,453.01</b>

<b>Liabilities</b>			
<b>Financial Liabilities</b>			
Derivative financial instruments	11.64	-	-
Trade Payables	75.11	54.74	34.17
Other Payables	0.00	0.00	0.00
Debt Securities	3,053.44	2,823.88	1,155.30
Borrowings (other than Debt Securities)	7,031.34	4,309.18	2,868.03
Deposits	0.00	0.00	0.00
Subordinated liabilities	50.48	77.07	76.95
Lease Liabilities	44.62	4.06	5.66
Other financial liabilities	380.40	301.32	294.97
<b>Non-Financial Liabilities</b>			
Current tax liabilities (net)	0.00	0.00	1.92
Provisions	3.03	1.36	0.75
Deferred tax liabilities (net)	0.00	0.00	0.00
Other non-financial liabilities	17.08	8.62	5.60
<b>Equity (Equity Share Capital and Other Equity)</b>	<b>3,676.72</b>	<b>2,149.72</b>	<b>1,009.66</b>
<b>Non-controlling interest</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Total Liabilities and Equity</b>	<b>14,343.83</b>	<b>9,729.95</b>	<b>5,453.02</b>

Particulars	March 31, 2024	March 31, 2023	March 31, 2022
<b>PROFIT AND LOSS</b>			
Revenue from operations	1,726.96	989.60	508.28
Other Income	1.85	0.63	0.26
Total Income	1,728.81	990.23	508.54
<b>Total Expenses</b>	<b>1,269.51</b>	<b>778.91</b>	<b>423.08</b>
Profit after tax for the year	459.29	211.31	85.46
Other Comprehensive Income	(9.71)	2.30	1.16
Total Comprehensive Income	332.70	160.01	64.37
Earnings per equity share (Basic)	15.40	9.03	3.83
Earnings per equity share (Diluted)	15.05	8.85	3.78

Particulars	March 31, 2024	March 31, 2023	March 31, 2022
<b>Cash Flow</b>			
Net cash from / used in operating activities	(4,460.05)	(3,996.37)	(1,193.76)
Net cash from / used in investing activities	(83.61)	(342.40)	34.85
Net cash from / used in financing activities	4,051.72	4,192.81	1,266.78
Net increase/ decrease (-) in cash and cash equivalents	(49.19)	(14.59)	10.79
Cash and cash equivalents as per Cash Flow Statement as at end of Year	737.88	615.89	437.18
<b>Additional Information</b>			
Net worth	3,676.72	2,149.72	1,009.66
Cash and cash equivalents	1,300.76	787.08	630.49
Loans	12,396.82	8,371.22	4,715.99
Total Debts to Total Assets	0.71	0.74	0.75
Interest Income	1,443.73	893.08	476.45
Interest Expense	875.64	539.84	273.89
Impairment on Financial Instruments	79.59	46.59	19.08

Bad Debts to Loans	0.43%	0.56%	1.29%
--------------------	-------	-------	-------

**b) Standalone Basis**

(₹ in crores)

Particulars	March 31, 2024	March 31, 2023	March 31, 2022
<b>Balance Sheet</b>			
<b>Assets</b>			
Property, Plant and Equipment	23.3	13.09	6.63
Financial Assets	14,197.06	9,648.35	5,395.81
Non-financial Assets excluding property, plant and equipment	123.31	68.53	50.57
<b>Total assets</b>	<b>14,343.67</b>	<b>9,729.97</b>	<b>5,453.01</b>
<b>Liabilities</b>			
Financial Liabilities			
- Derivative financial instruments	11.64	-	-
- Trade Payables	75.11	54.74	34.17
- Debt Securities	3,053.44	2,823.88	1,155.30
- Borrowings (other than Debt Securities)	7,031.34	4,309.18	2,868.03
- Subordinated Liabilities	50.48	77.07	76.95
- Other financial liabilities	425.02	305.38	300.63
Non – Financial Liabilities			
- Current tax liabilities (net)	-	-	1.92
- Provisions	3.02	1.37	0.75
- Deferred tax liabilities (net)	-	-	-
- Other non-financial liabilities	17.08	8.62	5.6
Equity (equity share capital and other equity)	3,676.55	2,149.75	1,009.66
<b>Total equity and liabilities</b>	<b>14,343.67</b>	<b>9,729.97</b>	<b>5,453.02</b>
Revenue from operations	1,726.16	989.6	508.28
Other Income	2.1	0.63	0.26
Total Income	1,728.27	990.23	508.54
Total Expenses	1,268.64	778.89	423.08
Profit after Tax for the year	342.57	157.73	63.21
Other Comprehensive Income	-10.06	2.3	1.16
Total Comprehensive Income	332.51	160.04	64.37
Earnings per equity share (Basic)	15.41	9.03	3.83
Earnings per equity share (Diluted)	15.05	8.85	3.78
Net cash from / used in(-) operating activities	-4,460.05	-3,996.37	-1,193.76
Net cash from / used in(-) investing activities	-83.61	-342.4	34.85
Net cash from / used in(-) financing activities	4,051.72	4,192.81	1,266.78
Net increase/decrease(-) in cash and cash equivalents	-49.19	-14.59	10.79
Cash and cash equivalents as per Cash Flow Statement as at end of period	737.88	615.89	437.18
Net worth	3,676.72	2,149.72	1,009.66
Cash and Cash Equivalents	1,300.76	787.08	630.49
Loans	12,396.82	8,371.22	4,715.99
Loans (Principal Amount)	12,396.82	8,371.22	4,715.99
Total Debts to Total Assets	0.71	0.74	0.75
Interest Income	1,443.73	893.08	476.45
Interest Expense	875.64	539.84	273.89
Impairment on Financial Instruments	79.59	46.59	19.08



Bade Debts to Loans	0.43%	0.56%	1.29%
% Gross Stage 3 Loans on Loans (Principal Amount)	0.43%	0.56%	0.73%
% Net Stage 3 Loans on Loans (Principal Amount)	0.13%	0.17%	0.30%
Tier I Capital Adequacy Ratio (%)	26.94%	24.35%	21.61%
Tier II Capital Adequacy Ratio (%)	0.58%	0.51%	1.35%

(iii) Use of proceeds (in the order of priority for which the said proceeds will be utilized): (i) purpose of the placement; (ii) break-up of the cost of the project for which the money is being raised; (iii) means of financing for the project; (iv) proposed deployment status of the proceeds at each stage of the project:

- Purpose of placement: The proceeds of the Debentures shall be utilised towards refinancing and/or repayment of the Company's existing debt that was availed of for bank financing eligible end-uses.
- Break-up of the cost of the project for which the money is being raised: NA
- Means of financing for the project: NA
- Proposed deployment status of the proceeds at each stage of the project: NA

#### B. Expense of the issue:

Expenses	Fees Amount (in Rs.)	Fees as a percentage of total issue expenses (%)	Fees as a percentage of total issue size (%)
Lead manager(s) fees	NA	NA	NA
Underwriting commission	NA	NA	NA
Brokerage, selling, commission and upload fees	NA	NA	NA
Fees payable to the registrars to the Issue	Rs. 7,000/-	0.02%	0.00%
Fees payable to the legal advisors	Rs. 12,00,000/-	4.12%	0.02%
Advertising and marketing expenses	NA	NA	NA
Fees payable to the regulators including Stock Exchanges	EBP Setup Charges – Rs. 90,000/- Stamp Duty – Rs. 2,75,000/-	1.25%	0.01%
Expenses incurred on printing and distribution of Issue stationary	NA	NA	NA
Any other fees, commission or payments under whatever nomenclature	Trustee Charges – Rs. 5,00,000/- Stamp Duty – Rs. 20,03,600/- Processing Fees (NSDL/CDSL) – Rs. 7,500/- SEBI Investor Protection Fees – Rs. 10,000/- Miscellaneous Expense – Rs. 2,31,50,448/- Other Expense – Rs. 18,58,500/-	94.60%	0.50%
<b>Total</b>	<b>2,92,02,048/-</b>	<b>100.00%</b>	<b>0.53%</b>

#### C. DETAILS OF LEGAL COUNSEL, MERCHANT BANKER, CO-MANAGERS GUARANTOR AND ARRANGERS

Legal Counsel	NA
Merchant banker and co-managers to the Issue (Not applicable for private placement. however, if appointed, to be disclosed)	NA

<b>Guarantor, if applicable</b>	NA
<b>Arrangers, if any</b>	NA

- D. The names of the debenture trustee(s) shall be mentioned with statement to the effect that debenture trustee(s) has given its consent for appointment along with the copy of the consent letter from the debenture trustee.**

The Trustee of the proposed issue pertaining to the Series 40 Debentures and Series 41 Debentures is Catalyst Trusteeship Limited. Catalyst Trusteeship Limited has given its written consent for its appointment as debenture trustee to the issue pertaining to the Series 40 Debentures and Series 41 Debentures and inclusion of its name in the form and context in which it appears in the Disclosure Documents and in all the subsequent periodical communications sent to the Debenture Holders. The consent letter from Trustee is provided in **Annexure I** of the Key Information Document.

- E. 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.**

- Consent of the Trustee, the Registrar and the auditor have been obtained by the Company and are in place and in the Company's custody.
- Consent of bankers to issue, solicitors or advocates to the issue, legal advisors, lead managers to the issue is not applicable since the issue is made on private placement basis for issue of non-convertible debentures governed by section 42 of Companies Act, 2013 and EBP guidelines prescribed by SEBI.

## SECTION II

### RISK FACTORS

Other than to the limited extent set out hereunder, please refer to **Section 3** of the General Information Document for risk factors set out in relation to the Debentures issued under the General Information Document.

#### Transferability of Debentures

The Debentures cannot be transferred from the date of allotment until they are listed on the Stock Exchanges. Further, from the date of listing of the Debentures on the Stock Exchanges, the Debentures can only be transferred (including on the stock exchanges) in the manner permitted under Applicable Law, which does not result in a breach of Applicable Law.

## SECTION III

### DISCLAIMERS

Please refer to **Section 2** of the General Information Document for disclaimers set out in relation to the Debentures issued under the General Information Document.

## SECTION IV

### DISCLOSURE OF CASH FLOW AND OTHER DETAILS FOR APPLYING FOR DEBENTURES

**A. 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, should be disclosed.**

Actual/ Actual

- (b) **Procedure and time schedule for allotment and issue of securities should be disclosed.**

The procedure and time schedule for allotment shall be as per the SEBI Electronic Book Mechanism

- (c) **Cash flows emanating from the non-convertible securities shall be mentioned in the offer document, by way of an illustration.**

	Series 40 Debentures	Series 41 Debentures
<b>Company</b>	Avanse Financial Services Limited	
<b>Face Value (per security)</b>	Rs. 1,00,000/- (Rupees One Lakh only) per Debenture	
<b>Date of Allotment</b>	October 30, 2024	
<b>Redemption</b>	April 30, 2027	October 29, 2027
<b>Tenor</b>	30 (Thirty) months from Deemed Date of Allotment	36 (Thirty Six) months from Deemed Date of Allotment
<b>Coupon Rate</b>	9.60% p.a.	9.40% p.a.
<b>Frequency of the interest payment / dividend payment with specified dates</b>	Annually on the Coupon Payment Date(s) and maturity	Semi-annually on the Coupon Payment Date(s)
<b>Day Count Convention</b>	Actual/Actual All interest accruing for any Coupon period shall accrue from day to day and be calculated on the basis of the actual number of days elapsed and a year of 365 days (or 366 days in case of a leap year), at the applicable Coupon Rate and rounded off to the nearest Rupee	

**A. Cash flows till maturity - Series 40 Debentures**

Cash Flows	Date of Payment	No. of days	Amount (in Rupees) per Debenture
Principal Inflow	Wednesday, October 30, 2024	-	1,00,000
Interest	Thursday, October 30, 2025	365	9,600
Interest	Friday, October 30, 2026	365	9,600
Interest	Friday, April 30, 2027	182	4,787
Principal Repayment	Friday, April 30, 2027	-	1,00,000

#### B. Cash flows till maturity - Series 41 Debentures

Cash Flows	Date of Payment	No. of days	Amount (in Rupees) per Debenture
Principal Inflow	Wednesday, 30 October, 2024	-	1,00,000
Interest	Wednesday, 30 April, 2025	182	4,687
Interest	Thursday, 30 October, 2025	183	4,713
Interest	Thursday, 30 April, 2026	182	4,687
Interest	Friday, 30 October, 2026	183	4,713
Interest	Friday, 30 April, 2027	182	4,687
Interest	Friday, 29 October, 2027	182	4,687
Principal Repayment	Wednesday, 30 October, 2024	-	1,00,000

#### C. Cash flows till Coupon Reset – Series 41 Debentures

Cash Flows	Date of Payment	No. of days	Amount (in Rupees) per Debenture
Principal Inflow	Wednesday, 30 October, 2024	-	(1,00,000)
Interest	Wednesday, 30 April, 2025	182	4,687
Interest	Thursday, 30 October, 2025	183	4,713
Interest	Thursday, 30 April, 2026	182	4,687
Interest	Thursday, 30 July, 2026	91	2,344
Principal Repayment	Thursday, 30 July, 2026	-	1,00,000

#### B. OTHER DETAILS

- a. **Creation of a Debenture Redemption Reserve:** Please refer **Section 5.38** of the General Information Document.
- b. **Issue/instrument specific regulations:** Please refer **Section 5.38** of the General Information Document.
- c. **Default in Payment:** Please refer to the header 'Default Interest Rate' under the Summary Term Sheet.
- d. **Delay in Listing:** Please refer to the header 'Listing' under the Summary Term Sheet.
- e. **Delay in allotment of securities:** Please refer to the header 'Interest on Application Money' under the Summary Term Sheet.
- f. **Issue details:** Please refer to the Summary Term Sheet.
- g. **Application Process:** Please refer **Section 6** of the General Information Document.

- h. Disclosure Prescribed Under Pas-4 of Companies (Prospectus and Allotment of Securities), Rules, 2014: Please refer Annexure II hereto.**
- i. Project details (gestation period of the project; extent of progress made in the project; deadlines for completion of the project; the summary of the project appraisal report (if any), schedule of implementation of the project):**

Not Applicable

## SECTION V

### SUMMARY TERM SHEET

#### Series 40 Debentures and Series 41 Debentures

<b>Security Name</b>	Series 40 Debentures	Series 41 Debentures
<b>Issuer</b>	Avanse Financial Services Limited	
<b>Type of Instrument</b>	Senior, Secured, Rated, Listed, Redeemable, Non-Convertible Debentures	
<b>Nature of Instrument</b>	Secured non-convertible debentures	
<b>Seniority (Senior or Subordinated)</b>	Senior	
<b>Mode of Issue</b>	Private placement	
<b>Eligible Investors</b>	Please refer S.no 26 of Part A ( <i>Disclosures as per SEBI Debt Listing Regulations</i> ) of the General Information Document	
<b>Listing (Name of stock exchange(s) where it will be listed and timeline for listing)</b>	<p>The Series 40 Debentures and Series 41 Debentures are proposed to be listed on the Debt Segment of the BSE Limited within such timelines as maybe prescribed under Applicable Law.</p> <p>In accordance with the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 ("<b>SEBI NCS Regulations</b>"), in case of a delay by the Company in listing the Debentures beyond 3 (Three) working days of the date of closing of Issue, the Company will make payment to the Debenture Holders of 1% (One Percent) p.a. over the Coupon Rate from the expiry of 3 (Three) working days of the date of closing of Issue till the listing of such Debentures or such other timelines as may be prescribed under Applicable Law;</p>	
<b>Rating of the Instrument</b>	"CRISIL AA-; Stable" (pronounced as "CRISIL Double A Minus" with a 'stable' outlook")	
<b>Issue Size of Debentures</b>	The issue of Series 40 Debentures is for up to Rs 250,00,00,000/- (Rupees Two Hundred & Fifty Crores only)	The issue of Series 41 Debentures is for up to Rs 300,00,00,000/- (Rupees Three Hundred Crores only)
<b>Minimum Subscription</b>	100 (One Hundred) Debentures for an amount aggregating to up to Rs. 1,00,00,000/- (Rupees One Crore Only)	
<b>Option to retain oversubscription (Amount)</b>	NA	
<b>Objects of the Issue / Purpose for which there is requirement of funds</b>	To raise senior secured debt on a private placement basis and 100% of the issue proceeds will be utilized for refinancing and/or repayment of the Issuer's existing debt that was availed of for bank financing eligible end-uses	
<b>Details of Anchor (if any)</b>	Barclays Bank Plc	Aditya Birla Mutual Fund
<b>Interest Rate Parameter (Zero Coupon, Fixed Coupon or Floating Coupon)</b>	Fixed	
<b>Bid Opening Date and Bid Closing Date</b>	October 30, 2024	
<b>Minimum Bid Lot</b>	100 (One Hundred) Debentures	
<b>Manner of bidding (Open or Closed Bidding)</b>	Open Book Bidding	Closed
<b>Manner of Allotment (Uniform Yield Allotment or Multiple Yield Allotment)</b>	Multiple Yield	Multiple Yield
<b>Manner of Settlement (through Clearing Corporation or through Escrow Bank Account of the Issuer)</b>	Pay-in of funds through ICCL	
<b>Settlement cycle</b>	T+1; where T refers to the date of bidding/issue day	

In case the issuer is an NBFC and the objects of the issue entail loan to any entity who is a 'group company' then disclosures shall be made in the following format:	Not Applicable																			
Details of the utilization of the Proceeds	Please refer to the head " <b>Objects of the Issue</b> " as provided hereinabove.																			
Coupon Rate	9.60% p.a. payable annually and on maturity	9.40% p.a. payable semi-annually																		
Step Up/Step Down Coupon Rate	<p>a) The coupon for the Debentures will be increased by 0.25% (zero decimal point two five per cent) for every notch downgrade up to "CRISIL A-" from the current credit rating of the Debenture of "CRISIL AA-" during the tenor of the Debentures.</p> <p>b) The coupon for the Debentures will be increased by an additional 4.00% (four per cent) per annum if the credit rating of the instrument is downgraded to "CRISIL BBB+" during the tenor of the Debentures.</p> <p>c) Debentures shall be mandatorily prepaid if the credit rating of the instrument is downgraded to "CRISIL BBB" or below.</p> <p>d) It is clarified that the step-up for each notch downgrade would be aggregated for arriving at the Coupon Rate.</p> <p>e) The issuer has the option to prepay the debentures if the credit rating of the Debentures is downgraded to "CRISIL BBB+" by giving a 45 (Forty Five) day notice.</p> <p>For the purposes of this clause, if the Issuer is rated by more than one rating agency, the lowest of all ratings shall be considered.</p> <p>Any increase in Coupon Rate shall be applicable from the date of the relevant downgrade / reduction in shareholding, as set out in this clause, as applicable; and shall be payable from the immediately subsequent Coupon Payment Date.</p>																			
Coupon Payment Frequency	Annually and on Redemption Date	Semi-Annually																		
Coupon Payment dates	<table border="1"> <tr> <td>1<sup>st</sup> coupon</td> <td>30-Oct-25</td> </tr> <tr> <td>2<sup>nd</sup> Coupon</td> <td>30-Oct-26</td> </tr> <tr> <td>3<sup>rd</sup> Coupon</td> <td>30-Apr-27</td> </tr> </table> <p>(subject to adjustments for day count convention in accordance with the SEBI NCS Regulations).</p>	1 <sup>st</sup> coupon	30-Oct-25	2 <sup>nd</sup> Coupon	30-Oct-26	3 <sup>rd</sup> Coupon	30-Apr-27	<table border="1"> <tr> <td>1<sup>st</sup> coupon</td> <td>30-Apr-25</td> </tr> <tr> <td>2<sup>nd</sup> Coupon</td> <td>30-Oct-25</td> </tr> <tr> <td>3<sup>rd</sup> Coupon</td> <td>30-Apr-26</td> </tr> <tr> <td>4<sup>th</sup> Coupon</td> <td>30-Oct-26</td> </tr> <tr> <td>5<sup>th</sup> Coupon</td> <td>30-Apr-27</td> </tr> <tr> <td>6<sup>th</sup> Coupon</td> <td>29-Oct-27</td> </tr> </table> <p>(subject to adjustments for day count convention in accordance with the SEBI NCS Regulations).</p>	1 <sup>st</sup> coupon	30-Apr-25	2 <sup>nd</sup> Coupon	30-Oct-25	3 <sup>rd</sup> Coupon	30-Apr-26	4 <sup>th</sup> Coupon	30-Oct-26	5 <sup>th</sup> Coupon	30-Apr-27	6 <sup>th</sup> Coupon	29-Oct-27
1 <sup>st</sup> coupon	30-Oct-25																			
2 <sup>nd</sup> Coupon	30-Oct-26																			
3 <sup>rd</sup> Coupon	30-Apr-27																			
1 <sup>st</sup> coupon	30-Apr-25																			
2 <sup>nd</sup> Coupon	30-Oct-25																			
3 <sup>rd</sup> Coupon	30-Apr-26																			
4 <sup>th</sup> Coupon	30-Oct-26																			
5 <sup>th</sup> Coupon	30-Apr-27																			
6 <sup>th</sup> Coupon	29-Oct-27																			
Coupon Type	Fixed																			
Coupon Reset Process (including rates, spread, effective date, interest rate cap and floor etc.)	NA	<p>The Company shall, at least 45 (Forty- Five) calendar days prior to a Coupon Reset Date, issue a notice to the Debenture Holders and the Debenture Trustee intimating about the revised Coupon Rates to be applicable from the immediately succeeding Coupon Reset Date ("<b>Coupon Reset Notice</b>").</p> <p>In case, Company fails to issue the Coupon Reset Notice at least 45 (Forty Five) calendar days prior to the relevant Coupon Reset Date, it</p>																		

		<p>shall automatically, without the need for any action by the Debenture Trustee / Debenture Holders, trigger accelerated redemption of the Debentures and the Company shall be liable to pay all the outstanding amounts in relation to the Debentures to the Debenture Holders on the Coupon Reset Date.</p> <p>If the Coupon Rate identified by the Issuer in the Coupon Reset Notice is acceptable to any Debenture Holder / Debenture Trustee, and is communicated in writing by the Debenture Holder(s) / Debenture Trustee (acting on the instructions of the Debenture Holders) to the Issuer up to at least 30 (thirty) days prior to the Coupon Reset Date, then the same shall be the Coupon Rate applicable from the Coupon Reset Date until the next Coupon Reset Date (or the Maturity Date, as the case may be) of the Debentures. It is clarified for the avoidance of doubt that the same Coupon Rate shall be payable by the Issuer to each Debenture Holder across the Issue.</p> <p>Further, in case no consensus is reached between Company and any specific Debenture Holder(s) on the reset of the Coupon Rate to be applicable from ensuing Coupon Reset Date up to at least 30 (Thirty) days prior to the said Coupon Reset Date, the Company shall redeem the Debentures held by such Debenture Holder(s) on the Coupon Reset Date by payment of all the outstanding amounts in relation to Debentures.</p> <p>If required, there can be several rounds of discussion on Coupon revision between the Debenture Holders/ Debenture Trustee and the Issuer. It is clarified that during the course of discussions, the Debenture Holder(s)/ Debenture Trustee could propose an alternate Coupon Rate, which, if acceptable to the Issuer, and communicated in writing by the Issuer to the Debenture Holder(s) and Debenture Trustee, up to at least 30 (thirty) days prior to the Coupon Reset</p>
--	--	---



		Date, then the same shall be the Coupon Rate applicable from the Coupon Reset Date until the next Coupon Reset Date (or maturity date, as the case may be) of the Debentures.
<b>Computation of Coupon</b>	Coupon and all other charges shall accrue based on actual/actual day count convention	
<b>Day Count Basis</b>	Actual/ Actual. All interest accruing for any Coupon period shall accrue from day to day and be calculated on the basis of the actual number of days elapsed and a year of 365 days (or 366 days in case of a leap year), at the applicable Coupon Rate and rounded off to the nearest Rupee	
<b>Interest on Application Money</b>	–At 9.60% per annum from the date of realization of the cheque / receipt of funds in case of RTGS till one day prior to Deemed Date of Allotment. The interest on application money will be paid within 7 (Seven) Business Days from the Deemed Date of Allotment.	–At 9.40% per annum from the date of realization of the cheque / receipt of funds in case of RTGS till one day prior to Deemed Date of Allotment. The interest on application money will be paid within 7 (Seven) Business Days from the Deemed Date of Allotment.
<b>Default Interest Rate</b>	<p>In case of failure by the Company in the performance of any of its obligations (including payment obligations) under the Transaction Documents, the Company shall be liable to pay further default interest which shall be calculated at 2% (Two Percent) per annum over and above the Coupon Rate computed on the entire obligations, outstanding on the Debentures, payable quarterly for the period commencing from the date of the default (as determined by the Debenture Trustee) and expiring on the date on which the default ceases or has been remedied or waived.</p> <p>In case of any delay in execution of the Debenture Trust Deed beyond 1 (One) day prior to filing of the listing application with BSE for listing of the Debentures, without prejudice to any liability arising on account of violation of the provisions of the Securities Exchange Board of India Act, 1992 and the SEBI NCS Regulations, the Company will refund the subscription monies with agreed rate of interest or will pay default interest of 2% (Two percent) per annum (or such other rate as specified under Applicable Law) over and above the Coupon Rate till the execution of the Debenture Trust Deed.</p>	
<b>Tenor</b>	30 (Thirty) months from Deemed Date of Allotment	36 (Thirty Six) months from Deemed Date of Allotment
<b>Issue Price</b>	At par, i.e. Rs. 1,00,000/- (Rupees One Lakh only) per Debenture	
<b>Redemption Date</b>	April 30, 2027, (subject to adjustments for day count convention in accordance with the SEBI NCS Regulations) or, such other date on which the final payment of the principal amount of the Debentures becomes due and payable as therein or herein provided, whether at such stated maturity date, by declaration of acceleration, or otherwise.	October 29, 2027
<b>Redemption Amount</b>	At par, i.e. Rs. 1,00,000/- (Rupees One Lakh only) per Debenture	
<b>Redemption Premium / Discount</b>	Nil	
<b>Discount at which security is issued and the effective yield as a result of such discount.</b>	Nil	

Premium/Discount at which security is redeemed and the effective yield as a result of such premium/discount	Nil																							
Put Option Date	Not Applicable																							
Put Option Price	Not Applicable																							
Call Option Date	Not Applicable																							
Call Option Price	Not Applicable																							
Put Notification Time (Timelines by which the investor need to intimate Issuer before exercising the put)	Not Applicable																							
Call Notification Time (Timelines by which the Issuer need to intimate investor before exercising the call)	Not Applicable																							
Rollover Option	Not Applicable																							
Face Value	Rs. 1,00,000/- (Rupees One Lakh only) per Debenture																							
Minimum Application and in multiples of Debt securities thereafter	100 (One Hundred) Debenture and in multiples of 1 (One) Debenture thereafter																							
Series Issue Timing	<b>Issue Opening Date</b>	October 29, 2024																						
	<b>Issue Closing Date</b>	October 29, 2024																						
	<b>Pay-in Date</b>	October 30, 2024																						
	<b>Deemed Date of Allotment</b>	October 30, 2024																						
	<b>Date of earliest closing of the Issue</b>	October 29, 2024																						
	Series 40 & Series 41 Debentures will be open for subscription at the commencement of banking hours and close at the close of banking hours on the dates specified herein.																							
Issuance mode of the Instrument	Demat Only																							
Trading mode of the Instrument	Demat Only																							
Settlement mode of the Instrument	<p>The pay-in of subscription monies for the Debentures shall be made by way of transfer of funds from the bank account(s) of the Eligible Investors (whose bids have been accepted) as registered with the Electronic Book Provider into the account of the ICCL, as specified in this regard below:</p> <p>List of Designated Banks is as under:</p> <table border="1"> <tr> <td>Name of Bank</td> <td>HDFC BANK</td> </tr> <tr> <td>IFSC Code</td> <td>HDFC0000060</td> </tr> <tr> <td>Account Number</td> <td>ICCLEB</td> </tr> <tr> <td>Name of Beneficiary</td> <td>INDIAN CLEARING CORPORATION LIMITED</td> </tr> </table> <table border="1"> <tr> <td>Name of Bank</td> <td>ICICI Bank Ltd.</td> </tr> <tr> <td>IFSC Code</td> <td>ICIC0000106</td> </tr> <tr> <td>Account Number</td> <td>ICCLEB</td> </tr> <tr> <td>Name of beneficiary</td> <td>INDIAN CLEARING CORPORATION LTD</td> </tr> </table> <table border="1"> <tr> <td>Name of Bank</td> <td>Yes Bank</td> </tr> <tr> <td>IFCS Code</td> <td>YESB0CMSNOC</td> </tr> <tr> <td>Account no</td> <td>ICCLEB</td> </tr> </table>		Name of Bank	HDFC BANK	IFSC Code	HDFC0000060	Account Number	ICCLEB	Name of Beneficiary	INDIAN CLEARING CORPORATION LIMITED	Name of Bank	ICICI Bank Ltd.	IFSC Code	ICIC0000106	Account Number	ICCLEB	Name of beneficiary	INDIAN CLEARING CORPORATION LTD	Name of Bank	Yes Bank	IFCS Code	YESB0CMSNOC	Account no	ICCLEB
Name of Bank	HDFC BANK																							
IFSC Code	HDFC0000060																							
Account Number	ICCLEB																							
Name of Beneficiary	INDIAN CLEARING CORPORATION LIMITED																							
Name of Bank	ICICI Bank Ltd.																							
IFSC Code	ICIC0000106																							
Account Number	ICCLEB																							
Name of beneficiary	INDIAN CLEARING CORPORATION LTD																							
Name of Bank	Yes Bank																							
IFCS Code	YESB0CMSNOC																							
Account no	ICCLEB																							

	<table border="1"> <tr> <td>Name of Beneficiary</td> <td>INDIAN CLEARING CORPORATION LTD</td> </tr> </table> <p>Cheque(s)/ electronic clearing services (ECS)/credit through RTGS system/ funds transfer to the specified bank account of the Debenture Holder</p>	Name of Beneficiary	INDIAN CLEARING CORPORATION LTD
Name of Beneficiary	INDIAN CLEARING CORPORATION LTD		
Depository(ies)	NSDL and CDSL		
Disclosure of Interest/ Redemption Dates	Please refer to the illustrative cashflows under this Key Information Document.		
Record Date	The date which will be used for determining the Debenture Holder(s) who shall be entitled to receive the amounts due on any due date, which shall be the date falling 15 (fifteen) calendar days prior to any due date.		
All covenants of the issue (including side letters, accelerated payment clause, etc.)	Please refer to <b>Note 2</b> under <b>Annexure III</b> to this Key Information Document		
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	<ol style="list-style-type: none"> <li>1. The Security to be provided by the Company for the discharge of the Secured Obligations shall consist of a first ranking <i>pari passu</i> and continuing charge created by way of hypothecation over the Hypothecated Assets, both present and future, in favour of the Debenture Trustee, under or pursuant to the Deed of Hypothecation to be executed at least 1 (One) day prior to filing of the listing application with BSE for listing of the Debentures (the “<b>Security</b>”).</li> <li>2. The security created over the Hypothecated Assets in terms of the Deed of Hypothecation shall continue to remain in force until released (whether partially or fully) in accordance with the terms of the Deed of Hypothecation.</li> <li>3. The Company shall be bound to perfect the Security so created over the Hypothecated Assets by filing Form CHG-9 with the relevant Registrar of Companies, within and no later than 30 (Thirty) calendar days from the date of execution of the Deed of Hypothecation.</li> <li>4. The Company shall, at all times ensure that the Required Security Cover is maintained in terms of the Deed of Hypothecation, in respect of which the Hypothecated Assets constitutes security on a <i>pari passu</i> and continuing basis. The value of the Hypothecated Assets for this purpose (both for initial and subsequent valuations), shall be the amount reflected as the value thereof in the books of accounts of the Company.</li> <li>5. The Company shall not create any further charge or encumbrance over the Hypothecated Assets save and except for the Permitted Security Interests, under the terms of the Deed of Hypothecation and shall not sell, transfer, lease or otherwise dispose of in any manner whatsoever any assets constituting the Hypothecated Assets except pursuant to the Permitted Security Interest or in the normal course of business.</li> <li>6. Further, the charge created by Company under the terms of the Deed of Hypothecation shall be registered with Sub-registrar, Registrar of Companies, CERSAI, Depository etc., as applicable, within 30 (thirty) days from the date of execution of the Deed of Hypothecation. In case the charge is not registered anywhere or is not independently verifiable, then the same shall be considered a breach of covenants or terms of the Issue by the Company.</li> <li>7. The Security created by the Company in favour of the Debenture Trustee under the terms of the Deed of Hypothecation shall be enforceable upon the occurrence of an Event of Default.</li> </ol>		

	<p>8. The Company hereby agrees and undertakes that the Company may, without the prior written consent of the Debenture Trustee and the Majority Debenture Holders, create any security / charge / encumbrance created / to be created by the Company over the Hypothecated Assets in favour of any Person including any creditor (or the security trustee(s) / debenture trustee(s) acting on their behalf) in respect of any Financial Indebtedness availed or to be availed by the Company including by way of facilities / loans or any non-convertible debenture(s) issued / to be issued by the Company and in each case, subject to the fulfilment of the following conditions:</p> <ul style="list-style-type: none"> <li>a. maintenance of the Gross Debt to Equity ratio in accordance with the Debenture Trust Deed;</li> <li>b. the borrowing and/or the creation of such security / charge / encumbrance by the Company shall not result in any breach or non-maintenance of the Required Security Cover; and</li> <li>c. the borrowing and/or the creation of such security / charge / encumbrance by the Company shall not result in the occurrence of any Event of Default under the terms of the Transaction Documents.</li> </ul> <p>9. As long as the Security Coverage Ratio is at least equal to the Required Security Cover until the Final Settlement Date and no Event of Default has occurred, the Company shall, without the approval of the Debenture Trustee, be entitled to, make further issue(s) of debentures, raise further loans and advances and/or avail further deferred payment guarantees or, provide corporate guarantees/comforts or avail any other financial facilities from time to time from such persons/ banks/ financial institutions or body corporate/ any other agency or sell assets by way of securitization/assignment as part of its normal fund raising activities as it deems fit.</p> <p>10. Further, so long as (a) the Security Coverage Ratio is at least equal to the Required Security Cover until the Final Settlement Date; (b) Gross Debt to Equity ratio in accordance with the Debenture Trust Deed is maintained; and (c) the borrowing and/or the creation of such security / charge / encumbrance by the Company shall not result in the occurrence of any Event of Default under the terms of the Transaction Documents, the Company shall be entitled, without requiring to obtain any consent or no-objection certificate from the Debenture Trustee or the Debenture Holders to create further Permitted Security Interest, as and by way of security for any further Permitted Debt incurred by the Company.</p>
<p><b>Replacement of security, interest to the debenture holder over and above the coupon rate as specified in the Trust Deed and disclosed in the issue document</b></p>	<p>Not Applicable</p>
<p><b>Transaction Documents</b></p>	<p>The documents executed or to be executed in relation to the Issue of the Series 40 Debentures and Series 41 Debentures – shall include the Debenture Trust Deed dated [ ], the Debenture Trustee Agreement dated 28<sup>th</sup> October 2024, the General Information Document, this Key Information Document, the Private Placement Offer cum Application Letter dated 29<sup>th</sup> October, 2024, the Deed of Hypothecation dated [ ] and any other document that may be designated by the Debenture Trustee as a Transaction</p>

	Document.
<b>Conditions Precedent</b>	<p>The Company shall, prior to the Deemed Date of Allotment, fulfil the following conditions precedent, each in a form and manner satisfactory and acceptable to the Debenture Trustee or the Debenture Holder(s):</p> <ul style="list-style-type: none"> <li>(a) The Company shall have submitted a copy of the Company's constitutional documents certified as correct, complete and in full force and effect by an authorised officer of the Company;</li> <li>(b) The Company shall have submitted copies of the authorizations and licenses received by the Company from the RBI;</li> <li>(c) The Company shall have submitted a certified true copy of resolution of the Company's board of directors (including any committee thereto) authorizing (i) the issue of the Debentures; (ii) certain persons to finalize the terms and conditions of the issue of Debentures and to take all action in connection with same; and (iii) the execution, delivery and performance of the Transaction Documents certified as correct, complete and in full force and effect by an authorised officer of the Company;</li> <li>(d) The Company shall have submitted certified true copies of the resolution of the shareholders of the Company under Sections 42 and 71 of the Act, certified as correct, complete and in full force and effect by an authorised officer of the Company;</li> <li>(e) The Company shall have submitted a certified true copy of the resolution of the shareholders of the Company in accordance with Section 180(1)(c) of the Act approving the borrowing contemplated under the Transaction Documents;</li> <li>(f) Company shall have submitted a certified true copy of the resolution of the shareholders of the Company in accordance with Section 180(1)(a) of the Act approving the creation of security by the Company over its borrowings;</li> <li>(g) Company shall have submitted a copy of the rating letter and the rating rationale issued by the Rating Agency in relation to the Debentures;</li> <li>(h) Company shall have submitted a copy of the consent letter from the Debenture Trustee to act as the debenture trustee for the issue of Debentures;</li> <li>(i) Company shall have submitted a copy of the consent from the Registrar to act as the registrar and transfer agent for the issue of Debentures;</li> <li>(j) Company shall have delivered the executed and stamped Debenture Trustee Agreement, Debenture Trust Deed, Deed of Hypothecation, the notarized power of attorney issued pursuant to the Deed of Hypothecation and the Disclosure Document(s) in a form and manner satisfactory to the Debenture Trustee and the Debenture Holder(s);</li> <li>(k) Company shall have submitted evidence that all "know your customer" requirements prescribed by the Debenture Trustee and the Debenture Holder(s) have been provided/fulfilled;</li> <li>(l) Company shall have submitted the in-principle approval of the BSE for listing of the Debentures;</li> <li>(m) Company shall have submitted evidence that the fees, costs, and expenses then due from the Company pursuant to the Debenture Trust Deed (including the fee of the legal counsel) has been or will be paid;</li> </ul>

	<ul style="list-style-type: none"> <li>(n) Company shall have submitted the No-objection certificates (NOC) from existing lenders for the issue of Debentures and further creation of charge on the Hypothecated Assets;</li> <li>(o) Company shall have submitted such other information, documents, certificates, closing opinions and instruments as the Debenture Trustee and the Debenture Holder(s) may request in connection with the transactions contemplated under the Debenture Trust Deed and the other Transaction Documents;</li> <li>(p) Confirmation that no "Event of default" has occurred and/ or subsisting;</li> <li>(q) Due execution of the Tripartite Agreement by, <i>inter alia</i>, the Registrar and Transfer Agent, Depository and the Issuer and should have obtained the ISIN for the Debentures;</li> <li>(r) To create, register and perfect the security over the Hypothecated Assets; and</li> <li>(s) Issuer shall submit a Certificate from practicing Chartered Accountant confirming that there are no tax proceedings pending against the Company that would affect the issuance of the No Objection Certificate under Section 281 of the Income Tax Act, 1961.</li> </ul>
<p><b>Condition Subsequent</b></p>	<p>The Company shall fulfil the following conditions subsequent, to the satisfaction of the Debenture Trustee, within the timelines stipulated herein below:</p> <ul style="list-style-type: none"> <li>(a) the Company shall ensure that the Debentures are credited into the dematerialised account of the respective Debenture Holders within 2 (two) Business Days from the Deemed Date of Allotment;</li> <li>(b) the Company shall file a return of allotment of securities under Form PAS-3 of the Companies (Prospectus and Allotment of Securities) Rules, 2014 with the jurisdictional registrar of companies on or prior to the utilisation of subscription monies in respect of the Debentures and in any case within 15 (fifteen) calendar days of the allotment of the Debentures along with a list of the Debenture Holders or within such other extended time as permissible by the Ministry of Corporate Affairs and with the prescribed fee; along with a list of the Debenture Holders;</li> <li>(c) File a copy of the Form PAS-5 in respect of the issue of Debentures with the ROC with fee as provided in Companies (Registration Offices and Fees) Rules, 2014 within a period of 30 (thirty) days of the Deemed Date of Allotment;</li> <li>(d) the Company shall file copies of the Disclosure Document(s) with BSE within the prescribed timelines;</li> <li>(e) the Company shall file Form CHG-9 with the jurisdictional registrar of companies within 30 (thirty) calendar days from the date of execution of the Deed of Hypothecation or within such other extended time as permissible by the Ministry of Corporate Affairs;</li> <li>(f) the Company shall assist the Debenture Trustee in filing Form I with CERSAI within 30 (thirty) calendar days from the date of execution of the Debenture Trust Deed;</li> </ul>

	<p>(g) within 15 (fifteen) days (or such other time period prescribed by the Debenture Trustee (acting on the instructions of the Debenture Holders)) of the filing of charges pursuant to paragraph (e) above, receipt of certified true copy of the certificate of registration of charge issued by the jurisdictional registrar of companies subject to approval of the charge form by the concerned ROC.</p> <p>(h) within 30 (Thirty) calendar days from the date of execution of the Deed of Hypothecation, provide such other documents/comply with such other requirement as may be prescribed by Debenture Trustee for the perfection of the security created under the Deed of Hypothecation;</p> <p>(i) upload duly executed Debenture Trust Deed on the website of the stock exchange within 5 (Five) working days from its execution;</p> <p>(j) provide such other information, documents, certificates, opinions and instruments as the Debenture Trustee and the Debenture Holders may request in connection with the transactions contemplated under the Debenture Trust Deed and the other Transaction Documents;</p> <p>(k) Get the Credit Rating of the Debentures reviewed and published at least once within a maximum period of 1 (one) year from the immediately previous review of the credit rating by the same rating agency;</p> <p>(l) Listing to be completed within stipulated timeframe as per Applicable Law; and</p> <p>Relevant filings in the prescribed form to be made with an Information Utility, within 30 (thirty) days from the date of execution of the Debenture Trust Deed.</p>
<b>Events of Default</b>	Please refer <b>Note 3</b> under <b>Annexure III</b> to this Key Information Document
<b>Creation of Recovery Expense Fund</b>	<p>Details and purpose of the recovery expense fund:</p> <p>The Company has created and maintained a recovery expense fund with BSE Limited in the manner as specified under Chapter IV of the SEBI Debenture Trustee Master Circular, SEBI Debt Listing Regulations and any guidelines and regulations issued by SEBI and all other Applicable Law, as may be supplemented or amended from time to time and inform the Debenture Trustee about the same.</p> <p>The recovery expense fund may be utilized by the Debenture Trustee in such manner and for such purposes as is more particularly provided under the SEBI Debt Listing Regulations and Applicable Laws.</p>
<b>Conditions for breach of covenants (as specified in Debenture Trust Deed)</b>	Please refer to <b>Note 4</b> under <b>Annexure III</b> to this Key Information Document.
<b>Provisions related to Cross Default Clause</b>	If the Company and/or any of its subsidiaries, in regards to any Financial Indebtedness availed by it from the Debenture Holders and/or any third party (a) defaults in any payment of any Financial Indebtedness beyond the period of grace, if any, provided in the instrument or agreement under which such Financial Indebtedness was created; or (b) defaults in the observance or performance of any agreement or condition relating to any Financial Indebtedness or contained in any instrument or agreement evidencing, securing or relating thereto or any other event shall occur or condition exist,

	<p>the effect of which default or other event or condition is to cause or to permit the holder or holders of such Financial Indebtedness to cause (determined without regard to whether any notice is required) any such Financial Indebtedness to become due prior to its stated maturity; or (c) any Financial Indebtedness of the Company shall be declared to be due and payable, or required to be prepaid other than by a regularly scheduled required prepayment or the mutual agreement between the Company and the relevant creditor, prior to the stated maturity thereof.</p>
<p><b>Role and Responsibilities of Debenture Trustee</b></p>	<p>The Debenture Trustee shall oversee and monitor the overall Issue for and on behalf of the Debenture Holder(s).</p> <p>In addition to the other powers conferred on the Debenture Trustee and provisions for their protection and not by way of limitation or derogation of anything contained in these presents or of any statute limiting the liability of the Debenture Trustee, IT IS EXPRESSLY DECLARED as follows:</p> <ul style="list-style-type: none"> <li>(a) The Debenture Trustee shall on a quarterly basis, carry out the necessary diligence and monitor the Security Cover in the manner as may be specified by SEBI from time to time.</li> <li>(b) The Debenture Trustee shall on a half-yearly basis, obtain a certificate from the statutory auditor of the Company giving the value of receivables / book debts comprising the Hypothecated Assets including compliance with the covenants of the Disclosure Document(s) in the manner as may be specified by SEBI from time to time and certifying maintenance of hundred percent asset / security cover or a higher asset cover (in this case being the Required Security Cover) as per the terms of the Disclosure Document(s) and/or the Debenture Trust Deed along with the financial results of the Company in the manner and format as specified by SEBI, <i>provided that</i>, the Company shall prepare the security cover certificate and provide the information with regards to monitoring the security cover which shall be certified by the statutory auditor in accordance with Chapter V of the SEBI DT Master Circular.</li> <li>(c) The Debenture Trustee shall exercise independent due diligence to verify whether the Company has obtained permissions or consent to create first ranking <i>pari passu</i> charge on the Hypothecated Assets of the Company from all the existing charge holders as stipulated in the Transaction Documents and the Applicable Laws, has been obtained.</li> <li>(d) The Debenture Trustee shall exercise due diligence either through itself or through its advisors or experts in accordance with the terms of the Debenture Trustee Agreement and Applicable Law, the applicable circulars / notifications issued by SEBI including under the provisions of the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993 read with the SEBI DT Master Circular (as amended from time to time);</li> <li>(e) The Debenture Trustee shall ensure the implementation of the conditions regarding creation of security for the Debentures, if any, including in relation to Debenture Redemption Reserve and Recovery Expense Fund, as may be prescribed by SEBI from time to time.</li> <li>(f) The Debenture Trustee shall hold and accept the Security for and on behalf of and for the benefit of the Debenture Holder(s).</li> </ul>



- (g) The Debenture Trustee shall perform all such acts and duties as are set out in the other Transaction Documents.
- (h) The Debenture Trustee shall monitor the Required Security Cover on the basis of the quarterly reports certified by an statutory auditor of the Company, as may be applicable, submitted by the Company.
- (i) The Debenture Trustee shall enter into any agreements with the Company or any other entity identified by the Company (and consented to by the Debenture Trustee) for the creation, perfection of the Security or any other agreements for and on behalf of and for the benefit of the Debenture Holder(s).
- (j) The Debenture Trustee may, in relation to these presents, act on the opinion or advice of or any information obtained from any solicitor, counsel, advocate, valuer, surveyor, broker, auctioneer, qualified accountant or other expert whether obtained by the Company or by the Debenture Trustee or otherwise. Any such advice, opinion or information and any communication passing between the Debenture Trustee and their representative or attorney or a receiver appointed by them may be obtained or sent by letter, telegram, cablegram, telex or telephonic message.
- (k) The Debenture Trustee shall act only on the instructions of the Debenture Holder(s) and in accordance with the Debenture Trust Deed and the other Transaction Documents.
- (l) The Debenture Trustee shall be at liberty to accept a certificate signed by any one of the directors of the Company as to any act or matter prima facie within the knowledge of the Company as sufficient evidence thereof.
- (m) The Debenture Trustee may accept, without inspection, inquiry or requisition, such title as the Company may have to the Hypothecated Assets.
- (n) The Debenture Trustee shall be at liberty to keep these presents and all deeds and other documents of title relating to the Hypothecated Assets charged/to be charged to the Debenture Trustee at their registered office or elsewhere or if the Debenture Trustee so decides with any banker or a company whose business includes undertaking the safe custody of documents or with an advocate or firm of solicitors and the Debenture Trustee may pay all sums required to be paid on account of or in respect of any such deposit.
- (o) Other than as expressly set out in the Transaction Documents, the Debenture Trustee shall not be bound to take any steps to ascertain whether any Event of Default has happened upon the happening of which the rights in respect of the Debentures becomes enforceable.
- (p) With a view to facilitating any dealing under any provisions of these presents, the Debenture Trustee shall have full power to consent (where such consent is required) to a specified transaction or class of transactions unconditionally.
- (q) The Debenture Trustee shall have full power, in consultation with the Debenture Holder(s), to determine all questions and doubts arising in relation to any of the provisions of these presents and every such

determination bona fide made (whether or not the same shall relate wholly or partially to the acts or proceedings of the Debenture Trustee) shall be conclusive and binding upon all persons interested under these presents.

- (r) The Debenture Trustee shall not be liable for any default, omission or delay in performing or exercising any of the powers or trusts expressed in these presents or contained or in enforcing the covenants contained therein or in giving notice to any person or persons of the execution thereof 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 by the Majority Debenture Holders or Super Majority Debenture Holders.
- (s) The Debenture Trustee does not make any representation and warranty as to the adequacy of the Security for the Debentures.
- (t) The Debenture Trustee shall have the right to rely on notices, communications, advertisement or any information on the website of the Company with respect to issue of Debentures.
- (u) The Debenture Trustee shall perform all such duties and undertake such obligations as stipulated under the SEBI (Debenture Trustees) Regulations, 1993 (as amended from time to time) or SEBI DT Master Circular.
- (v) The Debenture Trustee shall protect the interest of the Debenture Holders in the event of default by the Company in regard to timely payment of interest and repayment of principal and shall take necessary action at the cost of the Company. No Debenture Holder shall be entitled to proceed directly against the Company unless the Debenture Trustee, having become so bound to proceed, fails to do so.
- (w) In pursuance of the extant provisions, it shall be the duty of the Debenture Trustee to:
  - i. satisfy itself that the Disclosure Document(s) does not contain any matter which is inconsistent with the terms of the issue of Debentures or with the Debenture Trust Deed and/or other document(s);
  - ii. satisfy himself that the covenants in the Debenture Trust Deed and/or other document(s) are not prejudicial to the interest of the Debenture Holders;
  - iii. call for periodical status or performance reports from the Company;
  - iv. communicate promptly to the Debenture Holders defaults, if any, with regard to payment of Coupon or redemption of Debentures and action taken by the Debenture Trustee therefor;
  - v. ensure that the Company does not commit any breach of the terms of Issue of Debentures or covenants of the Debenture Trust Deed and/or other document(s) and take such reasonable steps as may be necessary to remedy any such breach;
  - vi. inform the Debenture Holders immediately of any breach of the terms of Issue of Debentures or covenants of the Debenture Trust Deed and/or other document(s);
  - vii. ensure that the assets of the Company issuing Debentures and of the guarantors, if any, are sufficient to discharge the interest and principal amount at all times and that such assets are free from any other encumbrances except those which are specifically agreed to by the Debenture Holders;

- viii. call for reports on the utilization of funds raised by the issue of Debentures; take steps to convene a meeting of the Debenture Holders as and when such meeting is required to be held;
- ix. ensure that the Debentures have been redeemed in accordance with the terms of the issue of Debentures;
- x. perform such acts as are necessary for the protection of the interest of the Debenture Holders and do all other acts as are necessary in order to resolve the grievances of the Debenture Holders.

(x) The Debenture Trustee shall carry out its duties and perform its functions as required to discharge its obligations under the terms of the Companies Act, 2013, SEBI NCS Regulations, the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993, the SEBI DT Master Circular, Debenture Trustee Agreement, Debenture Trust Deed and/or other document(s), Private Placement Offer cum Application Letter and all other related transaction documents, with due care, diligence and loyalty.

**(y) Process of Due Diligence (DD) to be carried out by the Debenture Trustee:**

The due diligence will be carried out as per SEBI (Debenture Trustees) Regulations, 1993, the SEBI DT Master Circular and circulars issued by SEBI from time to time. This would broadly include the following:

- A. Chartered Accountant (“CA”) appointed by the Debenture Trustee will:
  - (a) conduct independent due diligence as per scope provided, regarding Security offered by the Issuer;
  - (b) ascertain, verify, and ensure that the assets offered as Security by the Issuer are free from any encumbrances or necessary permission / consent / no objection certificate has been obtained from all existing charge holders;
  - (c) conduct independent due diligence on the basis of data / information provided by the Issuer;
  - (d) periodically, undertake due diligence as envisaged in circulars/guidelines/directions issued by SEBI, from time to time. .
- B. On the basis of the CA’s report / findings, the due diligence certificate, as per the format specified in the SEBI DT Master Circular will be issued by the Debenture Trustee and will be filed with the relevant stock exchange.
- C. While the Debentures are secured as per terms of the Disclosure Document(s) and charge is held in favour of the Debenture Trustee, the extent of recovery would depend upon realisation of asset value and the Debenture Trustee in no way guarantees / assures full recovery / partial recovery of either principal or interest.
- D. Due diligence conducted in accordance with the process set out herein is premised on data / information made available to the Debenture Trustee’s appointed agency and there is no onus of responsibility on the Debenture Trustee or its appointed agency for any acts of omission / commission on the part of the Issuer.
- E. Permission / Consent from the prior creditors and undertaking on creation of charge.

	<p>The Company hereby undertakes that it has obtained prior consent from the existing creditors, wherever applicable for the creation of <i>pari passu</i> first ranking charge on the Security, for the Debentures.</p> <p>PROVIDED NEVERTHELESS that nothing contained in this Clause shall exempt the Debenture Trustee from or indemnify it against any liability for fraud, negligence, breach of trust or wilful default or any liability which by virtue of any rule or law would otherwise attach to it in respect of any fraud, negligence, wilful default or breach of trust which they may be guilty in relation to their duties thereunder.</p>
<p><b>Early Redemption</b></p>	<p>(a) Upon the occurrence of any of the following events (each an “<b>Early Redemption Event</b>”):</p> <ul style="list-style-type: none"> <li>(i) breach of any covenants under <b>Clause 2.5.4</b> (<i>Financial Covenants</i>) of <b>Part B</b> set out under the Debenture Trust Deed; and/or</li> <li>(ii) any breach of Rating Covenant; and/or</li> <li>(iii) any breach of Shareholding Covenant; and/or</li> <li>(iv) any breach of RBI Compliance Covenant; and/or</li> <li>(v) occurrence of any change in the business, operations, property, assets, liabilities, condition (financial or otherwise) or prospects of the Issuer since the date of the execution of the Debenture Trust Deed that has resulted in a Material Adverse Effect; and/or</li> <li>(vi) any of the promoters being non-compliant with the fit and proper criteria of directors for a non-bank financial company as defined by RBI. Additionally, in case if any of the directors of the Company cease to comply with the fit and proper criteria, it is the duty of the Company to inform the Debenture Trustee and the Debenture Holders within a period of 2 (two) days of occurrence of such event.</li> </ul> <p>the Debenture Holder(s) shall have the option, without being obligated, to require the redemption of the Debentures from the Company (in full or in part) prior to its Maturity Date.</p> <p>(b) [In case of breach of any financial covenant and the Debenture Holders do not exercise their right to redeem the Debentures, then the Company shall pay additional coupon of 0.25% (zero decimal point two five percent) over and above the Coupon Rate, from the date of occurrence of such breach till the time such breach is rectified.]</p> <p>(c) The Issuer to provide information on Clause (a)(i) as mentioned above to the Debenture Trustee on a quarterly basis within 45 (forty five) days of the end of a quarter (in a financial year). The Issuer shall provide information to the Debenture Trustee in relation to Clause (a)(ii) to Clause (a)(vi) above within 7 (seven) days from the date of occurrence of such event.</p>

	<p>(d) Upon the occurrence of an Early Redemption Event, the Company shall forthwith promptly issue a notice to the Debenture Holders and Debenture Trustee, informing such Debenture Holders and Debenture Trustee about the occurrence of such Early Redemption Event (“<b>Early Redemption Notice</b>”).</p> <p>(e) Alternatively, in the event that any Debenture Holder is desirous of exercising the redemption pursuant to the receipt of the Early Redemption Notice or upon occurrence of an Early Redemption Event, the said Debenture Holder shall be entitled to issue a notice to the Company (with a copy marked to the Debenture Trustee), in writing (“<b>Early Redemption Option Exercise Notice</b>”).</p> <p>(f) Within 30 (Thirty) calendar days of receipt of the Early Redemption Option Exercise Notice (the “<b>Early Redemption Date</b>”), the Company shall compulsorily redeem all the Debentures identified in the Early Redemption Option Exercise Notice by crediting to the beneficiary account of each Debenture Holder on the relevant Record Date an amount that is equal to the Redemption Amount Provided that in the event there is an early redemption of Debentures upon the occurrence of an Early Redemption Event, and the Company fails to redeem the Debentures within the timeline specified herein, the Company shall pay interest at the rate of 15 % (Fifteen Percent) per annum for the period of delay.</p> <p>(g) After the completion of the exercise of such early redemption right, the Company shall: (a) submit a report to BSE for public dissemination regarding the redemption; (b) inform the Debenture Trustee regarding the Debentures redeemed during the exercise period and details of redemption thereof; and (c) inform the Depositories for extinguishing the Debentures that have been redeemed.</p> <p>(h) Provided however that any early redemption of the Debentures can only be pursuant to the applicable RBI regulations and other Applicable Laws.</p> <p>(i) Notwithstanding anything contained in any Transaction Documents, any amendment, modification, cancellation or waiver of any of the terms, conditions or provisions of this Clause shall not be effective unless agreed upon by Debenture Holders holding at least 90% (ninety percent) in value of the outstanding Debentures. The procedure to be followed in such an event shall be similar to the process set out under <b>Schedule III</b> (<i>Provisions for the Meeting of the Debenture Holder(s)</i>) of the Debenture Trust Deed.</p>
<b>Risk factors pertaining to the Issue</b>	Please refer to <b>Section 3</b> of the General Information Document.
<b>Governing Law and Jurisdiction</b>	<p>1.1 The validity, interpretation, implementation and resolution of disputes arising out of or in connection with the Transaction Documents shall be governed by the laws of India.</p> <p>1.2 Arbitration</p> <p>(a) Subject to the foregoing, in light of the applicable provisions of the Securities and Exchange Board of India (Alternative Dispute Resolution Mechanism) (Amendment) Regulations, 2023 (“<b>SEBI ADR Regulations</b>”) and SEBI Circular dated</p>

July 31, 2023 (bearing reference no. SEBI/HO/OIAE/OIAE\_IAD-3/P/CIR/2023/195), as amended from time to time ("ODR Circular"), it is recorded that the Company has opted for all claims, differences or disputes between the Debenture Trustee and the Company arising out of or in relation to the activities of the Debenture Trustee in the securities market which fall within the scope of the SEBI ADR Regulations read with the ODR Circular in force as on date, and any dispute controversy or claim arising out of or relating to this engagement and any dispute relating to any non-contractual obligations arising out of or in connection with it, shall be resolved by arbitration under the arbitration rules of the Mumbai Centre for International Arbitration, in force at the date of applying for arbitration, which rules are deemed to be incorporated by reference in this clause. The number of arbitrators shall be 3 (three). Each Party shall nominate 1 (one) arbitrator, and the chairman of the tribunal shall be selected by the council of Mumbai Centre for International Arbitration.

- (b) All such proceedings shall be in the English language. The seat and venue of arbitration shall be Mumbai.
- (c) No loss or damage or expenses incurred by the Debenture Trustee or the Company shall be met out of the trust property.

### 1.3 Courts and Tribunals

To the extent:

- (i) that the claims, differences or disputes are arising out of or in relation to the Debentures, other than matters referred to in Regulation 14A of the Securities and Exchange Board of India (Debenture Trustee) Regulations, 1993 and the ODR Circular;
- (ii) that the claims, differences or disputes are not arbitrable under Applicable Law;
- (iii) that there are all or any matters which are referable/ capable of being referred to/ being instituted in courts and tribunals pursuant to or in relation to the process of arbitration as set out in clause 1.2 above;

each party submits itself to the exclusive jurisdiction of the courts and tribunals in Mumbai.

1.4 The provisions of this Clause **Error! Reference source not found.** shall survive the termination of the Transaction Documents.

1.5 Clauses 1.2 (*Arbitration*) to Clause 1.3 (*Courts and Tribunals*) above, shall be read harmoniously, and, in the event of any inconsistency between the two with regard to a particular issue, Clause 1.3 (*Courts and Tribunals*) shall prevail, unless the relevant dispute expressly falls within the ambit of the SEBI ADR Regulations read with the ODR Circular. For avoidance of doubt, any dispute between the Debenture Holders and the Issuer shall only be governed by Clause 1.3 (*Courts and Tribunals*).

**Due Diligence Certificate**

The Issuer shall submit:

	<p>(a) the due diligence certificate provided by the Trustee, to BSE, on or prior to issuing the Disclosure Documents, in the applicable format prescribed under Part A of Schedule IV of SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021, as amended, supplemented and modified from time to time. Such due diligence certificate has been annexed to this Key Information Document for Series 40 Debentures and Series 41 Debentures.</p> <p>(b) the due diligence certificate provided by the Trustee to BSE, at the time of filing of the listing application by the Company to BSE for Series 40 Debentures and Series 41 Debentures, in the applicable format prescribed under Part B of Schedule IV of SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021, as amended, supplemented and modified from time to time</p>
<p><b>Terms and conditions of debenture trustee agreement including fees charged by debenture trustee(s), details of security to be created and process of due diligence to be carried out by the debenture trustee</b></p>	<p>Please refer <b>Annexure X</b> below</p>

**NOTES:**

- (a) If there is any change in Coupon Rate pursuant to any event including lapse of certain time period or downgrade in rating, then such new Coupon Rate and the events which lead to such change shall be disclosed.
- (b) The list of documents which have been executed in connection with the Issue is annexed to the General Information Document.
- (c) The Issuer has provided granular disclosures with regards to the “**Object of the Issue**” including the percentage of the issue proceeds earmarked for each of the “object of the issue”.
- (d) While the debt securities are secured to the extent of hundred per cent. of the amount of principal and interest or as per the terms of issue document, in favour of debenture trustee, it is the duty of the debenture trustee to monitor that the security is maintained.

**SECTION VI**

**ANY MATERIAL DEVELOPMENTS WHICH ARE NOT DISCLOSED IN THE GENERAL INFORMATION DOCUMENT, SINCE THE ISSUE OF THE GENERAL INFORMATION DOCUMENT RELEVANT TO THE OFFER OF THE SERIES 40 DEBENTURES AND SERIES 41 DEBENTURES IN RESPECT OF WHICH THIS KEY INFORMATION DOCUMENT IS BEING ISSUED**

Not Applicable

## SECTION VII

### PART A

The Company declares as of the date of this Key Information Document that all the relevant provisions in the regulations/guidelines issued by SEBI and other Applicable Laws have been complied with and no statement made in this Key Information Document is contrary to the provisions of the regulations/guidelines issued by SEBI and other Applicable Laws, as the case may be. The information contained in this Key Information Document is as applicable to privately placed debt securities and subject to information available with the Company.

The extent of disclosures made in this Key Information Document is consistent with disclosures permitted by regulatory authorities to the issue of securities made by companies in the past.

**For Avanse Financial Services Limited**



---

**Name:** Bharat Rohra

**Designation:** Co-Head – Treasury

**Date:** 29<sup>th</sup> October 2024

**Place:** Mumbai



**PART B**  
**DECLARATION**

**We, the Chief Financial Officer and Company Secretary & Compliance Officer of the Company hereby declare that:**

- a. The Company is in compliance with the provisions of the Securities Contracts (Regulation) Act, 1956 and the Securities and Exchange Board of India Act, 1992, the Companies Act and the rules and regulations made thereunder.
- b. The compliance with the said Companies Act and the rules made thereunder do not imply that payment of dividend or interest or repayment of the Series 40 Debentures and Series 41 Debentures, 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 the General Information Document and this Key Information Document;
- d. Whatever is stated in this form and in the attachments thereto is true, correct and complete and no information material to the subject matter of this form has been suppressed or concealed and is as per the original records maintained by the promoters-promoters / Company subscribing to the Memorandum of Association and Articles of Association.
- e. The contents of this Key Information Document have been perused by the Board of Directors, and the final and ultimate responsibility of the contents mentioned herein shall also lie with the Board of Directors; and

We are duly authorized by the Board of Directors *vide* its resolution dated April 30<sup>th</sup>, 2024 read with the resolution passed by the Committee of Executives dated October 24<sup>th</sup>, 2024, to sign and attest this Key Information Document, a copy of which is disclosed in this Key Information Document and declare that all the requirements of the Companies Act, 2013 and the rules made there under in respect of the subject matter of General Information Document and matters incidental thereto have been complied with and that the Permanent Account Number, Bank Account Number(s), Passport Number (if applicable), Personal Address (if applicable) of the Promoter and Permanent Account Number of directors have been submitted to the stock exchanges on which the Series 40 Debentures and Series 41 Debentures are proposed to be listed. Whatever is stated in this Key Information Document and in the attachments thereto is true, correct and complete and no information material to the subject matter of Key Information Document has been suppressed or concealed and is as per the original records maintained by the Promoters subscribing to the Memorandum of Association and Articles of Association.

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

**NOTE TO INVESTORS**

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 the General Information Document. These risks are not, and are not intended to be, a complete list of all risks and considerations relevant to the non-convertible securities or investor's decision to purchase such securities.

**For Avanse Financial Services Limited**

  
**Vikrant Gandhi**  
Chief Financial Officer

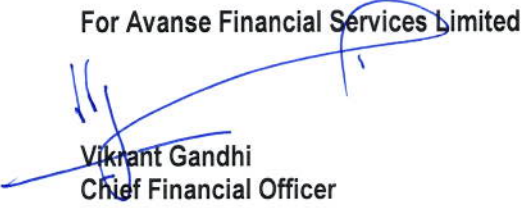
**For Avanse Financial Services Limited**

  
**Rajesh Gandhi**  
Company Secretary & Compliance Officer

**Date:** 29<sup>th</sup> October 2024

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

For Avanse Financial Services Limited

  
Vikrant Gandhi  
Chief Financial Officer

For Avanse Financial Services Limited

  
Rajesh Gandhi  
Company Secretary & Compliance Officer

Place: Mumbai

Date: 29<sup>th</sup> October, 2024

Encl:

1. PAS-4 in terms of Companies (Prospectus and allotment of securities) Rules, 2014
2. Due Diligence Certificate for Series 40 & Series 41 Debentures issued by the Debenture Trustee
3. Rating Letters, Rating Rationale and Press Release from the Rating Agencies for Credit Rating
4. List of documents executed in relation to the Issue
5. Resolutions, if any
6. Application Form

## ANNEXURE I

### CONSENT LETTER PROVIDED BY THE DEBENTURE TRUSTEE FOR THE DEBENTURES

**CATALYST**  
Believe in yourself... Trust us!



CL/DEB/24-25/1444

Date : 23-Oct-2024

To,  
Bharat Rohra,  
Avanse Financial Services Limited,  
E Wing, 4th Floor, Times Square,  
Andheri Kurla Road, Gamdevi,  
Marol, Andheri (E), Mumbai – 400059.

Dear Sir/ Madam,

Re: Consent to act as a Debenture Trustee for Private Placement of Fully Paid, Rated, Listed, Redeemable, Transferable, Secured, Non-Convertible Debentures aggregating upto ₹ 550.00 Crores.

We refer to your letter dated 23.10.2024, requesting us to convey our consent to act as the Debenture Trustee for captioned issue of Debentures.

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

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

Assuring you of the best professional services.

Thanking you.

Yours faithfully,



Name : Sais Bhayye

Designation : Assistant Manager

**CATALYST TRUSTEESHIP LIMITED** (FORMERLY QDA TRUSTEESHIP LIMITED)

At 80/8001 Colaba

Mumbai Office : Unit No- 661, 59<sup>th</sup> Floor, Tower B, Peninsula Business Park, Gopapekar Bajaj Marg, Lower Parel (W), Mumbai - 400015 Tel : +91 (022) 4822 6956 Fax : +91 (022) 4822 0995

Regd. Office : QDA House, Plot No. 66, Bhausaari Colony (Right), Parel Road, Pune 411 030 Tel : +91 (020) 25280081 Fax : +91 (020) 25280275

Delhi Office : Office No. 613, 8th Floor, Kalash Building, 24, Kasturba Gandhi Marg, New Delhi - 110001 Tel : 91 430 2810162

CIN No. U74906PN1067PLC110262 Email : [cl@cltrustee.com](mailto:cl@cltrustee.com) Website : [www.catalysttrustee.com](http://www.catalysttrustee.com)

Pune | Mumbai | Bangalore | Delhi | Chennai





## ANNEXURE II

### DISCLOSURES PRESCRIBED UNDER PAS-4 IN TERMS OF COMPANIES (PROSPECTUS AND ALLOTMENT OF SECURITIES) RULES, 2014



#### AVANSE FINANCIAL SERVICES LIMITED

CIN: U67120MH1992PLC068060

(Incorporated on August 7, 1992 at Mumbai, Avanse Financial Services Limited is a public limited company within the meaning of the Companies Act, 2013 and registered with the Reserve Bank of India as a Non-Banking Financial Company.)

**Registered Office:** 4<sup>th</sup> floor, E-Wing, Times Square, Andheri- Kurla Road, Gamdevi, Marol, Andheri East, Mumbai 400 059, Maharashtra, India;

**Corporate Office:** 4<sup>th</sup> floor, E-Wing, Times Square, Andheri- Kurla Road, Gamdevi, Marol, Andheri East, Mumbai 400 059, Maharashtra, India;

**Tel:** +91 22 6859 9999

**Website:** www.avanse.com

**Compliance Officer:** Rajesh Pravinkumar Gandhi;

**Contact details of Compliance Officer:** +91 22 6859 9999

**Email id:** companysecretary@avanse.com

#### PART A

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

THE PAS-4 CONTAINS RELEVANT INFORMATION AND DISCLOSURES FOR THE ISSUE OF SECURED, RATED, LISTED, REDEEMABLE, NON-CONVERTIBLE DEBENTURES (THE "DEBENTURES") BY AVANSE FINANCIAL SERVICES LIMITED (THE "ISSUER" / "COMPANY"), ON A PRIVATE PLACEMENT BASIS:

#### ISSUE OF UPTO:

(i) 25,000 (TWENTY FIVE THOUSAND) SECURED, RATED, LISTED, REDEEMABLE, NON-CONVERTIBLE DEBENTURES BY AVANSE FINANCIAL SERVICES LIMITED ("ISSUER" / "COMPANY"), OF THE FACE VALUE OF RS. 1,00,000/- (RUPEES ONE LAKH EACH) EACH FOR CASH AT PAR AGGREGATING UPTO RS. 250,00,00,000/- (RUPEES TWO HUNDRED & FIFTY CRORES ONLY) ("SERIES 40 DEBENTURES"); AND

(ii) 30,000 (THIRTY THOUSAND) SECURED, RATED, LISTED, REDEEMABLE, NON-CONVERTIBLE DEBENTURES BY AVANSE FINANCIAL SERVICES LIMITED ("ISSUER" / "COMPANY"), OF THE FACE VALUE OF RS. 1,00,000/- (RUPEES ONE LAKH EACH) EACH FOR CASH AT PAR AGGREGATING UPTO RS. 300,00,00,000/- (RUPEES THREE HUNDRED CRORES ONLY) ("SERIES 41 DEBENTURES")

ON PRIVATE PLACEMENT BASIS (THE "ISSUE").

ISSUE OPENING DATE	ISSUE CLOSING DATE	PAY-IN DATE	DEEMED DATE OF ALLOTMENT
OCTOBER 29, 2024	OCTOBER 29, 2024	OCTOBER 30, 2024	OCTOBER 30, 2024

#### DISCLAIMER

This Private Placement Offer Cum Application Letter contains relevant information and disclosures required for the purpose of issuing of the Debentures in accordance with Section 42 and Rule 14 of the Companies (Prospectus and Allotment of Securities) Rules, 2014. The Issuer has issued a general information document dated 4th September 2024 ("**General Information Document**") and a key information document dated 29th October 2024

**(“Key Information Document”)** (in compliance with the SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021) (together the **“Disclosure Document(s)”**), together with the Application Form to eligible investors inviting subscription to the Debentures. Any application by a person to whom the Disclosure Document(s) and/or the Private Placement Offer Cum Application Letter has not been sent by the Issuer shall be rejected without assigning any reason.

**I. General Information:**

**A. Name, address, website, if any and other contact details of the Company, indicating both Registered office and the Corporate Office:**

Name of the Company	Avanse Financial Services Limited
Registered Office Address	4th floor, E-Wing, Times Square, Andheri- Kurla Road, Gamdevi, Marol, Andheri East, Mumbai 400 059, Maharashtra, India
Corporate Office Address	4th floor, E-Wing, Times Square, Andheri- Kurla Road, Gamdevi, Marol, Andheri East, Mumbai 400 059, Maharashtra, India
Contact Number	+91 22 6859 9999
Fax Number	NA
Email id	<a href="mailto:companysecretary@avanse.com">companysecretary@avanse.com</a>
Website	<a href="http://www.avanse.com">www.avanse.com</a>

**B. Date of Incorporation of the Company:**

August 7, 1992

**C. Business carried on by the Company and its subsidiaries with the details of branches or units, if any:**

**a. The description of the Company’s Principal Business Activities are as under:**

Overview:

Avanse Financial Services Ltd. (“Avanse” or the “Company” or the “Issuer”) is a Systemically Important Non-Deposit accepting NBFC regulated by RBI and we have started our business operations from the month of January 2013. We are a subsidiary of Olive Vine Investment Ltd, an affiliate of Warburg Pincus LLC, one of the global leading private equity firm.

Our vision – To be India’s Leading Customer Centric Digitally Agile NBFC focused on Profitable Growth with Leadership position in Education Financing.

Background

Avanse Financial Services Limited is a new age, education-focused NBFC on a mission to provide seamless and affordable education financing for every deserving Indian student. Established in 2013, Avanse is on a journey to strengthen its position in Education Lending by creating solutions for individuals (Education Loans) and Indian institutions (Education Institution Financing). The Company commenced its operations in January 2013. The Company is operating out of sixteen locations across the country.

**b. Details about the subsidiaries of the Company with details of branches or units, if any:**

The Company has a wholly owned subsidiary i.e. Avanse Global Finance IFSC Private Limited

**D. Brief particulars of the management of the Company:**

**(i) Details of Board of Directors of the Company and their profile**

**Neeraj Swaroop** is the Chairman and Independent Director of our Company. He holds a bachelor's degree in technology (mechanical engineering) from the Indian Institute of Technology, Delhi and a post graduate diploma in management from the Indian Institute of Management, Ahmedabad. He has experience in the banking and financial services sector. Prior to joining us, he worked with HDFC Bank Limited and Standard Chartered Bank. He is currently serving as the director on the board of directors of HDFC Securities Limited, SBFC Finance Limited and Spandana Sphoorty Financial Limited and is an operating partner with Kedaara Capital Fund II LLP.

**Amit Gaiinda** is the Managing Director and Chief Executive Officer of our Company. He has completed the post graduate programme in management (part- time) from the International Management Institute and has completed the INSEAD leadership programme for senior Indian executives from INSEAD. He has experience in the banking and financial services sector. Prior to joining us, he worked with GE Money Financial Services Limited, Bajaj Auto Finance Limited, Citicorp Credit Services India Limited, Dewan Housing Finance Corporation Limited and SB Leasing and Finance.

**Narendra Ostawal** is a Non-Executive Director of our Company. He has cleared the final examination for bachelor's degree in commerce from the Bangalore University, Bengaluru and has cleared the final examination for post graduate diploma in management from the Indian Institute of Management, Bangalore. He has cleared the final examination held by the Institute of Chartered Accountants of India. He also attended the international executive business program at the University of Chicago's Graduate School of Business as an exchange scholar. He has been associated with Warburg Pincus India Private Limited since 2007 where he currently holds the position of managing director and leads the Warburg Pincus India Private Limited' investment advisory activities in India. Prior to joining us, he has worked with 3i India Private Limited and McKinsey & Company, Inc.

**Hemant Omprakash Mundra** is a Non-Executive Director of our Company. He holds a bachelor's degree in technology in chemical engineering from the Indian Institute of Technology, Mumbai and a post-graduate diploma in management from the Indian Institute of Management, Ahmedabad, where he was a gold medallist. He has cleared level III of chartered financial analyst exam conducted by the CFA Institute, USA. He is currently associated with Warburg Pincus India Private Limited as principal. He has experience in the private equity sector. Prior to joining our Company, he has also worked with various organisations such as Kedaara Capital Advisors LLP, Deloitte Consulting India Private Limited and Rothschild (India) Private Limited.

**Sunish Sharma** is a Non-Executive Director of our Company. He holds a bachelor's degree in commerce (honours) from the University of Delhi and post-graduate diploma in computer aided management from the Indian Institute of Management, Calcutta (gold medalist). He has cleared the final examination held by the Institute of Cost and Works Accountants of India. He is currently the founder and managing partner of Kedaara Capital Business Services LLP. Prior to founding Kedaara Capital Business Services LLP, he was a managing director General Atlantic and before that, he worked with McKinsey & Company, Inc.

**Luca Molinari** is a Non-Executive Director of our Company. He holds a degree in business administration from the Bocconi University, Italy. He is currently associated as the deputy platform chief executive officer in Mubadala Investment Company and is an employee of Mubadala Investment Company. He has experience in the private equity sector. He has previously worked with various organisations including Warburg Pincus LLC and UniCredit S.p.A.

**Vijayalakshmi R. Iyer** is an Independent Director of our Company. She holds a master's degree in commerce from the University of Bombay. Prior to joining us, she worked with the Central Bank of India and the Bank of India. She is presently on the board of various companies, including Glenmark Pharmaceuticals Limited, Aditya Birla Capital Limited, ICICI Securities Limited and Computer Age Management Services Limited.

**Ravi Venkatraman** is an Independent Director of our Company. He has cleared the final examination held by the Institute of Chartered Accountants of India and has also cleared the final examination held by the Institute of Cost and Works Accountants of India. He has experience in the banking and financial services sector. Prior to joining us, he worked with Mahindra & Mahindra Financial Services Limited. He is presently on the board of various companies, including ESAF Small Finance Bank Limited, Kotak Mahindra Prime Limited and SBFC Finance Limited.

**Savita Mahajan** is an Independent Director of our Company. She holds a bachelor's degree in arts (honours) from the University of Delhi and a post graduate diploma in management from the Indian Institute of Management, Ahmedabad. Prior to joining us, she has worked with the Indian School of Business, Hyderabad, Karvy Consultants Limited and Maruti Udyog Limited. She is presently on the board of various companies, including Aurobindo Pharma Limited and India Shelter Finance Corporation Limited.

(ii) **Details of Key Management Personnel of the Company and their profile**

**Amit Gaiinda:** Please refer para no. D(i) above for details.

**Vikrant Virendra Gandhi** is the Chief Financial Officer of our Company. He has been associated with our Company since February 19, 2024. His current term is for a period of five years. In his current role, he manages financial accounting and reporting, treasury, financial planning and business analytics, governance framework, secretarial and taxation of our Company. He holds a bachelor's degree of commerce from R. A. Podar College of Commerce and Economics, University of Bombay, a post graduate diploma in treasury & forex management from the Association of Certified Treasury Managers and completed general management programme (executive education) from Indian School of Business, Hyderabad. He has cleared the final examination held by the Institute of Chartered Accountants of India and has also cleared the final examination held by the Institute of Cost and Works Accountants of India. He has experience across banking and financial services sector. Prior to joining our Company, he worked with ICICI Home Finance Company Limited, and ICICI Bank Limited. The remuneration paid to him in Fiscal 2024 was ₹7.64 million.

**Rajesh Pravinkumar Gandhi** is the Company Secretary and Compliance Officer of our Company. He has been associated with our Company since November 1, 2022 and has been appointed as a Company Secretary with effect from November 11, 2022. In his current role, he manages the secretarial functions of our Company. He holds a bachelor's degree in commerce from Saurashtra University, Rajkot and is an associate member of the Institute of Company Secretaries of India. He has experience in managing regulatory compliance and secretarial requirements in the banking, financial services and insurance sector. Prior to joining our Company, he worked with Reliance Asset Reconstruction Company Limited, Aditya Birla ARC Limited, India Infoline Limited, SPA Global Private Limited and Edelweiss Commodities Limited. The remuneration paid to him in Fiscal 2024 was ₹3.31 million.

**E. Management's perception of Risk Factors:**

As per **Section 3** of the General Information Document

**F. Name, address, DIN and occupations of the directors:**

Please refer to Section 5.15 of the General Information Document.

**G. Details of defaults, if any, including the amounts 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) Loans from banks and financial institutions and interest thereon: **Nil**

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

Name: Rajesh Pravinkumar Gandhi  
Designation: Compliance Officer  
Address: 4<sup>th</sup> floor, E-Wing, Times Square, Andheri- Kurla Road, Gamdevi, Marol, Andheri East, Mumbai 400 059, Maharashtra, India  
Phone No.: +91 22 6859 9999  
Email: companysecretary@avanse.com

**I. Registrar of the Issue:**

Name: Link Intime India Private Limited  
Address: C-101, 1st Floor, 247 Park L.B.S. Marg, Vikhroli West  
Mumbai 400 083  
Maharashtra, India  
Logo:  
Telephone Number: 022-4918-6000  
Fax number: 022-4918-6060  
Website: [www.linkintime.co.in](http://www.linkintime.co.in)  
Email address: [mumbai@linkintime.co.in](mailto:mumbai@linkintime.co.in)



**J. Valuation Agency:**

NA

**K. Auditors:**

Name: M/s. Walker & Chandiok & Co. LLP  
Address: 16th Floor, Tower III, One International Center,  
S B Marg, Prabhadevi (W), Mumbai - 400013 Maharashtra, India  
Logo:  
Telephone Numbers: 91 22 6626 2699  
Email Address: [manish.gujral@walkerchandiok.in](mailto:manish.gujral@walkerchandiok.in)  
Contact Person: Mr. Manish Gujral

Walker Chandiok & Co LLP

**L. Any Default in Annual filing of the Company under the Companies Act, 2013 or the rules made thereunder:**

NA

**M. Particulars of the Offer:**

**Financial Position of the Company for last 3 (three) financial years:** Please refer to **Section 4** of the General Information Document.

Date of passing of Board Resolution	Board Resolution dated 30 <sup>th</sup> April 2024 Committee of Executives Resolution dated 24 <sup>th</sup> October 2024	
Date of passing of resolution in general meeting, authorizing the offer of securities	12 <sup>th</sup> July 2024	
Kind of securities offered and class of security, the total number of shares or other securities to be issued;	Issue of upto 25,000 (Twenty Five Thousand) Secured, Rated, Listed, Redeemable, Non-convertible of the face value of Rs. 1,00,000/- (Rupees One Lakh each) each for cash at par	Issue of upto 30,000 (Seven Thousand Five Hundred) secured, rated, listed, redeemable, non-convertible debentures of the face value of Rs. 1,00,000/- (Rupees One Lakh each) each for cash



	aggregating upto Rs 250,00,00,000/- (Rupees Two Hundred & Fifty Crores only) (" <b>Series 40 Debentures</b> ") on private placement basis (the " <b>Issue</b> ").	at par aggregating upto Rs 300,00,00,000/- (Rupees Three Hundred Crores only) (" <b>Series 41 Debentures</b> ") on private placement basis (the " <b>Issue</b> ").
Price at which the security is being offered, including premium if any, along with justification of the price	The Debentures are being offered at face value of Rs. 1,00,000/- (Rupees One Lakh) per Debenture.	
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	Not Applicable	
Relevant date with reference to which the price has been arrived at	Not Applicable	
The class or classes of persons to whom the allotment is proposed to be made	Please refer to Section 6 of the General 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 Applicable	
The proposed time within which the allotment shall be completed	Issue Opening Date: October 29, 2024 Issue Closing Date: October 29, 2024 Pay-in Date: October 30, 2024 Deemed Date of Allotment: October 30, 2024	
The names of the proposed allottees and the percentage of post private placement capital that may be held by them	Not Applicable	
The change in control, if any, in the company that would occur consequent to the private placement	No change in control would occur consequent to this private placement except in case of proposed IPO of the Company and subject to the shareholding covenant as agreed to under the Transaction Documents.	
The number of persons to whom allotment on preferential basis/private placement/ rights issue has already been made during the year, in terms of number of securities as well as price	None	
The justification for the allotment proposed to be made for consideration other than cash together	Nil, as the Debentures are being issued for cash	

with valuation report of the registered valuer																											
Amount, which the Company intends to raise by way of securities	Up to Rs. 550,00,00,000/- (Rupees Five Hundred & Fifty Crores only) (Series 40 - Rs. 250 cr. and Series 41 – Rs. 300 cr.)																										
Terms of raising of securities:	Duration, if applicable:	30 (Thirty) months from deemed date of allotment	36 (Thirty Six) months from deemed date of allotment																								
	Rate of Interest:	9.60% p.a. payable annually and on maturity	9.40% p.a. payable semi-annually																								
	Mode of Payment	<p>The pay-in of subscription monies for the Debentures shall be made by way of transfer of funds from the bank account(s) of the Eligible Investors (whose bids have been accepted) as registered with the Electronic Book Provider into the account of the ICCL, as specified in this regard below: List of Designated Banks is as under:</p> <table border="1" data-bbox="743 663 1369 856"> <tr> <td>Name of Bank</td> <td>HDFC BANK</td> </tr> <tr> <td>IFSC Code</td> <td>HDFC0000060</td> </tr> <tr> <td>Account Number</td> <td>ICCLEB</td> </tr> <tr> <td>Name of Beneficiary</td> <td>INDIAN CLEARING CORPORATION LIMITED</td> </tr> </table> <table border="1" data-bbox="743 890 1369 1052"> <tr> <td>Name of Bank</td> <td>ICICI Bank Ltd.</td> </tr> <tr> <td>IFSC Code</td> <td>ICIC0000106</td> </tr> <tr> <td>Account Number</td> <td>ICCLEB</td> </tr> <tr> <td>Name of beneficiary</td> <td>INDIAN CLEARING CORPORATION LTD</td> </tr> </table> <table border="1" data-bbox="743 1085 1369 1247"> <tr> <td>Name of Bank</td> <td>Yes Bank</td> </tr> <tr> <td>IFCS Code</td> <td>YESB0CMSNOC</td> </tr> <tr> <td>Account no</td> <td>ICCLEB</td> </tr> <tr> <td>Name of Beneficiary</td> <td>INDIAN CLEARING CORPORATION LTD</td> </tr> </table>		Name of Bank	HDFC BANK	IFSC Code	HDFC0000060	Account Number	ICCLEB	Name of Beneficiary	INDIAN CLEARING CORPORATION LIMITED	Name of Bank	ICICI Bank Ltd.	IFSC Code	ICIC0000106	Account Number	ICCLEB	Name of beneficiary	INDIAN CLEARING CORPORATION LTD	Name of Bank	Yes Bank	IFCS Code	YESB0CMSNOC	Account no	ICCLEB	Name of Beneficiary	INDIAN CLEARING CORPORATION LTD
	Name of Bank	HDFC BANK																									
	IFSC Code	HDFC0000060																									
Account Number	ICCLEB																										
Name of Beneficiary	INDIAN CLEARING CORPORATION LIMITED																										
Name of Bank	ICICI Bank Ltd.																										
IFSC Code	ICIC0000106																										
Account Number	ICCLEB																										
Name of beneficiary	INDIAN CLEARING CORPORATION LTD																										
Name of Bank	Yes Bank																										
IFCS Code	YESB0CMSNOC																										
Account no	ICCLEB																										
Name of Beneficiary	INDIAN CLEARING CORPORATION LTD																										
Mode of Repayment	Cheque(s)/ electronic clearing services (ECS)/credit through RTGS system/ funds transfer to the specified bank account of the Debenture Holder																										
Proposed time schedule for which the Issue/private placement offer cum application Letter is valid	Issue Opening Date: October 29, 2024 Issue Closing Date: October 29, 2024 Pay-in Date: October 30, 2024 Deemed Date of Allotment: October 30, 2024																										
Purpose and objects of the Issue/Offer	As per the 'Summary Term Sheet' under the Key Information Document																										
Contribution being made by the Promoters or directors either as part of the offer or separately in furtherance of such objects	Not Applicable																										
Principal terms of assets charged as security, if applicable	As per the 'Summary Term Sheet' under the Key Information Document																										
The details of significant and material orders passed by the Regulators, Courts and Tribunals impacting the ongoing	No such orders have been passed.																										

concern status of the Company and its future operations

The pre-issue and post issue shareholding pattern of the company

Since this is a non-convertible debenture issuance, there shall be no change in the pre-issue and post-issue shareholding pattern of the Company (provided as on September 30, 2024):

S. No.	Category	Pre-Issue		Post-Issue	
		No. of Shares held	% of share holding	No. of Shares held	% of share holding
<b>A.</b>	<b>Promoter's holding</b>				
1	<b>Indian</b>				
	Individual (Including Joint holding)	-	-	-	-
	Bodies Corporate	-	-	-	-
	<b>Sub Total</b>	-	-	-	-
2	<b>Foreign Promoter</b>				
	Bodies Corporate	7,46,97,037	59.32	7,46,97,037	59.32
	<b>Subtotal (A)</b>	<b>7,46,97,037</b>	<b>59.32</b>	<b>7,46,97,037</b>	<b>59.32</b>
<b>B.</b>	<b>Non Promoter's holding</b>				
1	<b>Institutional Investors</b>	-	-	-	-
2	<b>Non- Institution Investors</b>				
	Private Bodies Corporate (Including Foreign Bodies)	3,52,35,872	27.98	3,52,35,872	27.98
	Directors and Relatives	-	-	-	-
	Indian Public	-	-	-	-
	Others (Including NRIs)	1,45,40,892	11.55	1,45,40,892	11.55
	Venture Capital	14,37,815	1.14	14,37,815	1.14
3	Central / State Government(s) / President of India	-	-	-	-
	<b>Subtotal (B)</b>	<b>5,12,14,579</b>	<b>40.76</b>	<b>5,12,14,579</b>	<b>40.76</b>
<b>C</b>	<b>Non-promoter non-public holding</b>	-	-	-	-
	Employee Benefit Trust	-	-	-	-
	<b>Sub-total (C)</b>	-	-	-	-
	<b>Grand Total</b>	<b>12,59,11,616</b>	<b>100.00</b>	<b>12,59,11,616</b>	<b>100.00</b>

--	--

**II. Mode of payment for subscription:**

NEFT/RTGS/Electronic bank transfers on the EBP platform.

**III. 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 preceding the year of the issue of the 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	Nil
Remuneration of directors (during the current year and last 3 (three) financial years)	<p>Remuneration paid to Directors of the Company is well within the limit prescribed under the Companies Act, 2013 and the same is disclosed in the Financial Statements and Annual Report of the Company.</p> <p>Please refer the website of the Company (<a href="http://www.avanse.com">www.avanse.com</a>) for details of Annual Report.</p> <p>Further, details of payment of remuneration paid to the Directors for the period ended March 31, 2024 have been reported to BSE Limited as a part of related party disclosure made by the Company and the same are available on the website of BSE Limited (<a href="http://www.bseindia.com">www.bseindia.com</a>).</p>
Related party transactions entered during the last 3 (three) financial years immediately preceding the year of issue of the private placement offer cum application letter including with regard to loans made or guarantees given or securities provided	Ref Note: 37.A(iv) of standalone audited financials
Summary of reservations or qualifications or adverse remarks of auditors in the last 5 (five) financial years immediately preceding the year of issue of the 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	None

Details of any inquiry, inspections or investigations initiated or conducted under the Companies Act or any previous company law in the last 3 (three) years immediately preceding the year of issue of the private placement offer cum application letter in the case of the Company and all of its subsidiaries. Also 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 the private placement offer cum application letter and if so, section-wise details thereof for the Company and all of its subsidiaries	None
Details of acts of material frauds committed against the Company in the last 3 (three) years, if any, and if so, the action taken by the company	None

#### IV. Financial Position of the Company:

The capital structure of the company:	<table border="1"> <thead> <tr> <th>Share Capital</th> <th>Amount (in Rs.)</th> </tr> </thead> <tbody> <tr> <td><b>Authorised Share Capital</b> 350,000,000 Equity Shares of face value of ₹5 each^ 25,000,000 Preference Shares of face value ₹10 each</td> <td>1,750,000,000  250,000,000</td> </tr> <tr> <td><b>Issued, Subscribed and Paid- up Share Capital</b> <b>251,823,232 Equity Shares of face value of ₹5 each</b></td> <td><b>Issued share capital:</b> 1,259,116,160 <b>Subscribed and Paid up share capital:</b> 1,259,116,160</td> </tr> </tbody> </table>		Share Capital	Amount (in Rs.)	<b>Authorised Share Capital</b> 350,000,000 Equity Shares of face value of ₹5 each^ 25,000,000 Preference Shares of face value ₹10 each	1,750,000,000  250,000,000	<b>Issued, Subscribed and Paid- up Share Capital</b> <b>251,823,232 Equity Shares of face value of ₹5 each</b>	<b>Issued share capital:</b> 1,259,116,160 <b>Subscribed and Paid up share capital:</b> 1,259,116,160
	Share Capital	Amount (in Rs.)						
	<b>Authorised Share Capital</b> 350,000,000 Equity Shares of face value of ₹5 each^ 25,000,000 Preference Shares of face value ₹10 each	1,750,000,000  250,000,000						
<b>Issued, Subscribed and Paid- up Share Capital</b> <b>251,823,232 Equity Shares of face value of ₹5 each</b>	<b>Issued share capital:</b> 1,259,116,160 <b>Subscribed and Paid up share capital:</b> 1,259,116,160							
Size of the Present Offer	Up to Rs. 550,00,00,000/- (Rupees Five Hundred & Fifty Crores only) (Series 40 - Rs. 250 cr. and Series 41 – Rs. 300 cr.)							
Paid-up Capital: a. After the offer: b. After the conversion of Convertible Instruments (if applicable) c. Share premium account (before and after the offer)	<p><b>As mentioned in above table.</b></p> <p>Not applicable as each Debenture is a non-convertible debt instrument which is being issued at face value</p> <p><b>Not applicable</b></p>							
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	Please refer to Section 5.11 of the General Information Document							
The number and price at which each of the allotments were made in	None							

the last one year preceding the date of the private placement offer cum application letter:	
Profits of the Company, before and after making provision for tax, for the 3 (three) financial years immediately preceding the date of issue of the private placement offer cum application letter	Please refer to Section 5.8 of the General Information Document
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)	Dividends declared by the Company: Nil Interest coverage ratio for last three years: Not Applicable
A summary of the financial position of the Company as in the 3 (three) audited balance sheets immediately preceding the date of issue of the private placement offer cum application letter	Please refer to <b>Annexure II</b> of the General Information Document.
Audited Cash Flow Statement for the 3 (three) years immediately preceding the date of issue of the private placement offer cum application letter	Please refer to Sections 4 and 5.8 of the General Information Document
Any change in accounting policies during the last 3 (three) years and their effect on the profits and the reserves of the Company	Nil

Key Information Document issued in conformity with Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, the Master Circular for issue and listing of Non-Convertible Securities dated August 10, 2021 and the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended from time to time.

**PART B**

(To be filed by the Applicant)

- (i) Name: \_\_\_\_\_
- (ii) Father's name: \_\_\_\_\_
- (iii) Complete Address including Flat/House Number, street, Locality, pin Code:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- (iv) Phone number, if any: \_\_\_\_\_
- (v) email ID, if any: \_\_\_\_\_
- (vi) PAN Number: \_\_\_\_\_
- (vii) Bank Account Details: \_\_\_\_\_

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 / securities:

- (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: Not applicable

\_\_\_\_\_  
**Applicant's Signature**

\_\_\_\_\_  
**Initial of the Officer of Company designated to keep the record**

Key Information Document issued in conformity with Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, the Master Circular for issue and listing of Non-Convertible Securities dated August 10, 2021 and the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended from time to time.

**V. A DECLARATION BY THE DIRECTORS THAT - (a) the Company has complied with the provisions of the Companies Act, 2013 and the rules made thereunder; (b) the compliance with the said Act and the rules made thereunder does not imply that payment of dividend or interest or repayment of preference shares or debentures, if applicable, is guaranteed by the Central Government; (c) the monies received under the offer shall be used only for the purposes and objects indicated in the private placement offer cum application letter;**

I am authorised by the Board of Directors of the Company *vide* resolution dated April 30<sup>th</sup> 2024 read with the resolution passed by the Committee of Executives of the Board of Directors of the Company *vide* dated October 24<sup>th</sup> 2024 to sign this form and declare that all the requirements of the Companies Act, 2013 and the rules made thereunder in respect of the subject matter of this form and matters incidental thereto have been complied with. Whatever is stated in this form and in the attachments thereto is true, correct and complete and no information material to the subject matter of this form has been suppressed or concealed and is as per the original records maintained by the promoters subscribing to the Memorandum of Association and Articles of Association. It is further declared and verified that all the required attachments have been completely, correctly, and legibly attached to this form.



Bharat Rohra  
Co-Head Treasury

**Date: October 25, 2024**

**Place: Mumbai**

**Attachments:**

- Copy of Board resolution
- Copy of shareholders resolution
- Copy of Committee of Executives resolution
- Terms of Issue
- Details / Summary of financial statements including cash flow statement
- Application Form



Key Information Document issued in conformity with Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, the Master Circular for issue and listing of Non-Convertible Securities dated August 10, 2021 and the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended from time to time.

### ANNEXURE III

#### TERMS OF THE DEBENTURE TRUST DEED

#### NOTE 1: REPRESENTATIONS AND WARRANTIES UNDER THE DEBENTURE TRUST DEED

##### PART A

#### 1. REPRESENTATIONS AND WARRANTIES

In addition to the representations and warranties provided by the Company pursuant to Clause 2 (*Representations and Warranties*) of Part B under this Note 1, the Company hereby represents and warrants, with reference to the facts and circumstances as on the date hereof, as follows:

(a) **POWER AND AUTHORITY:**

It has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, the Transaction Documents to which it is a party and the transactions contemplated by those Transaction Documents.

(b) **VALIDITY AND ADMISSIBILITY IN EVIDENCE:**

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

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

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

##### PART B

#### 2. REPRESENTATIONS AND WARRANTIES OF THE COMPANY

In addition to the representations and warranties represented and warranted by the Company pursuant to Clause 1 (*Representations and Warranties*) of Part A under this Note 1, the Company hereby, represents and warrants to the Debenture Trustee and the Debenture Holders as follows. The representations and warranties made by the Company herein below are (a) made on the date of the Debenture Trust Deed; and (b) shall be deemed to be repeated by the Company on and as on each day up to the Final Settlement Date as if made with respect to the facts and circumstances existing on such dates, except where expressly stated to be made as of a particular date.

(i) **STATUS:**

- (i) It is a company, duly incorporated, registered and validly existing under the Applicable Law.

Key Information Document issued in conformity with Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, the Master Circular for issue and listing of Non-Convertible Securities dated August 10, 2021 and the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended from time to time.

- (ii) As on date, the Company is registered with the Reserve Bank of India as a non-banking financial company.
- (iii) It has the power to own its assets and carry on its business in substantially the same manner as it is being conducted.

**(ii) BINDING OBLIGATIONS:**

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

**(iii) NON-CONFLICT WITH OTHER OBLIGATIONS:**

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

- (i) any Applicable Law; or
- (ii) its constitutional documents; or
- (iii) any agreement or instrument entered into by the Company or binding upon it or any of its assets.

**(iv) TRANSACTION DOCUMENTS:**

The Company has duly executed / will execute and delivered / will deliver each of the Transaction Documents and each of such Transaction Documents constitute upon execution a legal, valid and binding obligation of the Company enforceable against the Company without any further action being required with respect to such documents.

**(v) NO DEFAULT:**

- (i) No Event of Default or potential Event of Default has currently occurred and is continuing as of the date hereof or might reasonably be expected to result from the execution or performance of any Transaction Documents or the issuance of the Debentures.
- (ii) No other event or circumstance is outstanding which constitutes as on the date hereof (or which would, with the lapse of time, the expiry of a grace period, the giving of notice, the making of any determination under the relevant document, the satisfaction of any other condition or any combination of any of the foregoing, constitute) a default or termination event (however described) under any other agreement or instrument under which the Company has incurred any Financial Indebtedness or which is binding on the Company or to which any of its assets are subject in respect of which the Company has received a notice or which might have a Material Adverse Effect.

**(vi) PARI PASSU RANKING:**

Key Information Document issued in conformity with Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, the Master Circular for issue and listing of Non-Convertible Securities dated August 10, 2021 and the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended from time to time.

Its payment obligations under the Transaction Documents rank *pari passu* with the claims of all of its present and future senior secured creditors except for obligations mandatorily preferred by law applying to companies generally.

- (i) Each Debenture issued by the Issuer will constitute direct, secured and senior obligations of the Issuer. The claims of the Debenture Holders shall be superior to the claims of investors/lenders of Tier I and Tier II Capital and shall rank *pari passu* to all unsubordinated, secured indebtedness of the Issuer.
- (ii) Each of the Debenture Holders shall inter-se rank *pari passu* in relation to their rights and benefits in relation to the Debentures, without any preference or privilege.

**(vii) NO PROCEEDINGS PENDING:**

- (i) No litigation, arbitration or administrative proceedings of or before any Governmental Authority, has been made, are pending, or is threatened, against the Company, which may result in the occurrence of a Material Adverse Effect.
- (ii) There is no unsatisfied judgment or award passed by any court, arbitrator or other body against the Company, currently subsisting, which has not been satisfied by the Company within the time frame stipulated in such judgment or award.

**(viii) NO MISLEADING INFORMATION:**

All information set out in the financial statements furnished by the Company to the Debenture Trustee and all information provided by the Company to the Debenture Holders for the purposes of this Issue is true and accurate in all respects as at the date it was provided or as at the date (if any) on which it is stated.

**(ix) COMPLIANCE WITH LAW**

It is in compliance in all respects with all Applicable Law for the performance of its obligations with respect to this Issue for them to carry on their business and is not subject to any liability by reason of non-compliance with any Applicable Law.

**(x) ASSETS:**

Except for the security interests and encumbrances created and recorded with the Ministry of Corporate Affairs (available using CIN U67120MH1992PLC068060 on the website <http://www.mca.gov.in/MCA21/index.html> under the heading Index of Charges) the details of which security interests and encumbrances have been set out under Schedule V, Schedule VI and Schedule VII of **Part D** of the Debenture Trust Deed, the Company has, free from any Security Interest or encumbrance, the absolute legal, marketable and beneficial title to, or valid leases or licenses of, or is otherwise entitled to use (in each case, where relevant, on arm's length terms), all assets necessary or desirable for the conduct of its business as it is being, and is proposed to be, conducted.

**(xi) FINANCIAL STATEMENTS:**

Key Information Document issued in conformity with Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, the Master Circular for issue and listing of Non-Convertible Securities dated August 10, 2021 and the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended from time to time.

- (i) Its financial statements most recently supplied to the Debenture Trustee were prepared in accordance with GAAP / IND AS consistently applied save to the extent expressly disclosed in such financial statements.
- (ii) Its financial statements most recently supplied to the Debenture Trustee as of March 31, 2024 give a true, complete, accurate and fair view and represent its financial condition and operations during the relevant financial year save to the extent expressly disclosed in such financial statements.

**(xii) SOLVENCY:**

- (i) The Company is able to, and has not admitted its inability to, pay its debts as they mature and has not suspended making payment on any of its debts and it will not be deemed by a court to be unable to pay its debts within the meaning of Applicable Law, nor in any such case, will it become so in consequence of entering into the Debenture Trust Deed and the Transaction Documents.
- (ii) The Company has not by reason of actual or anticipated financial difficulties, commenced, and neither does it intend to commence, negotiations with one or more of their creditors with a view to rescheduling any of their Financial Indebtedness;
- (iii) The value of the assets of the Company is more than its respective liabilities (taking into account contingent and prospective liabilities) and it has sufficient capital to carry on its business.
- (iv) Except as separately disclosed in writing to the Debenture Holder(s), no moratorium has been, or may, in the foreseeable future be, declared in respect of any Financial Indebtedness of the Company.
- (v) As on the date hereof, the Company has neither taken any corporate action nor has taken any legal proceedings or other procedure or steps in relation to any bankruptcy proceedings.

**(xiii) TAXATION MATTERS**

- (i) The Company has duly and punctually paid and discharged all taxes within the time period allowed under Applicable Law.
- (ii) The Company has complied with all the requirements as specified under the respective tax laws as applicable to it in relation to returns, computations, notices and information which are or are required to be made or given by the Company to any tax authority for taxation and for any other tax or duty purposes, have been made and are correct.

**(xiv) MATERIAL ADVERSE EFFECT**

The Company hereby represents that there is no Material Adverse Effect existing and that there are no event or circumstances existing which could give rise, with the passage of time or otherwise, to a Material Adverse Effect on the Debentures (or on the Debenture Holder(s)) or on the Security or on the ability of the Company to make the scheduled Payments in relation to the Debentures.

Key Information Document issued in conformity with Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, the Master Circular for issue and listing of Non-Convertible Securities dated August 10, 2021 and the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended from time to time.

In the event of any disagreement or dispute between any Company and the Debenture Holders regarding the materiality of any matter, the opinion of Debenture Holders in relation to the materiality shall be final and binding on the Company.

#### **(xv) INSOLVENCY**

The Company has not taken any action, including actions under the IBC, nor has any application been made for its winding-up, dissolution or re-organisation or for the enforcement of any security over its assets or for the appointment of a liquidator, supervisor, receiver, administrator, administrative receiver, compulsory manager, trustee or other similar officer of it or in respect of any of its assets.

#### **(xvi) SECURITY**

- (i) Save and except the Permitted Security Interest, the Hypothecated Assets herein before expressed to be granted, conveyed, assigned, transferred and assured unto the Debenture Trustee is the sole and absolute property of the Company and is free from any other mortgage, charge or encumbrance and is not subject to any *lis pendens*, attachment, or other order or process issued by any Governmental Authority and that the Company has a clear and marketable title to the Hypothecated Assets.
- (ii) There are no legal proceedings, suits, appeals or other actions under Applicable Law, whether judicial, fiscal or administrative, pending or threatened in writing, or claims in respect of the Hypothecated Assets, which may result in the occurrence of a Material Adverse Effect.

#### **(xvii) DEFAULTER STATUS**

Neither the Company nor any of the directors of the Company appear on the Reserve Bank of India's list of defaulters and Export & Credit Guarantee Corporation's caution list.

## **NOTE 2: COVENANTS UNDER THE DEBENTURE TRUST DEED**

### **PART A**

#### **1.2 COVENANTS**

##### **1. AFFIRMATIVE AND REPORTING COVENANTS**

The Company hereby covenants with the Debenture Trustee that the Company shall, in addition to the affirmative covenants and reporting covenants set out in **Part B** of Note 2, (except as may otherwise be previously agreed in writing by the Debenture Trustee (acting upon the instructions of the Majority Debenture Holders), undertakes to comply with the following covenants:

- (a) **Utilisation of proceeds of Debentures**
  - (i) The object of the Issue is to raise senior secured debt to the extent up to Rs. 550,00,00,000/- (Rupees Five Hundred Fifty Crores only) on a private placement basis and the Company shall utilise up to 100% (One Hundred Percent) of the funding requirements of the Issuer including without limitation for other business activities of the

Key Information Document issued in conformity with Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, the Master Circular for issue and listing of Non-Convertible Securities dated August 10, 2021 and the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended from time to time.

Issuer in the ordinary course of its business, including refinancing and/or repayment of the Issuer's existing debt that was availed of for bank financing eligible end-uses. The Issue proceeds will not be used for any purpose for which bank finance is not permitted by RBI including investments in capital market, real estate and on-lending activities. (the "Purpose").

- (ii) Pending full utilization of issue proceeds, the Issuer shall be entitled to invest the issue proceeds in money market instruments, mutual funds and deposits with banks as detailed under Transaction documents.
- (iii) The Company shall, submit to BSE, along with quarterly financial results, a statement indicating the utilization of issue proceeds of non-convertible securities, in such format as may be specified by SEBI, which shall be continued to be given till such time the issue proceeds have been fully utilised or the purpose for which these proceeds of Debentures were raised has been achieved.
- (iv) The Company shall submit to BSE, along with the quarterly financial results, a statement disclosing material deviation(s), if any, in the use of issue proceeds of non-convertible securities from the objects of the issue, in such format as may be specified by SEBI, till such proceeds have been fully utilized or the purpose for which the proceeds were raised has been achieved.

(b) **Validity of Transaction Documents**

Ensure that the Transaction Documents shall be validly executed and delivered and will continue in full force and effect and will constitute valid, enforceable and binding obligations of the Company.

(c) **Further documents and acts**

Execute all such deeds, documents, instruments and assurances and do all such acts and things including the appointment of any consultant as the Debenture Trustee may reasonably require for exercising the rights under the Debenture Trust Deed and the Debentures on behalf of and for perfecting the Debenture Trust Deed or for effectuating and completing the Security intended to be hereby created or for ensuring that if applicable, the Security is adequately insured and is in proper condition and shall from time to time and at all times after the Security hereby constituted shall become enforceable, execute and do all such deeds, documents, assurance, acts, and things as the Debenture Trustee may require for facilitating realisation of the Hypothecated Assets and in particular the Company shall execute all transfers, conveyances, assignments and assurance of the Hypothecated Assets whether to the Debenture Trustee or to their nominees and shall give all notices and directions which the Debenture Trustee may think expedient.

(d) **Make the Relevant filings with the Registrar of Companies/SEBI**

Pursuant to the Act and the relevant rules thereunder, the applicable guidelines issued by SEBI and RBI, the Company undertakes to make the necessary filings of the documents mandated therein including the Form PAS-3 for return of allotment with the Registrar of Companies and/or SEBI within the timelines stipulated under the Act and the relevant rules thereunder.

(e) **Compliance with laws**

Key Information Document issued in conformity with Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, the Master Circular for issue and listing of Non-Convertible Securities dated August 10, 2021 and the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended from time to time.

The Company shall comply with:

- (i) all laws, rules, regulations and guidelines (including the Act) as applicable in respect to the Issue, and obtain such regulatory approvals as may be required from time to time, including but not limited, in relation to the following (i) the SEBI NCS Regulations, as may be in force from time to time during the currency of the Debentures; (ii) the provisions of the listing agreement entered into by the Company with the stock exchange in relation to the Debentures including the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (as amended, modified or re-enacted from time to time) (“**SEBI Listing Regulations**”), and (iii) the Companies (Prospectus and Allotment of Securities) Rules, 2014 and the other notified rules under the Act (as amended, modified or re-enacted from time to time);
- (ii) comply with all the applicable provisions as mentioned in the Securities and Exchange Board of India (Debenture Trustee) Regulations, 1993 (as amended, modified or re-enacted from time to time), the SEBI NCS Regulations, the Act and/or any other notification, circular, press release issued by the SEBI, from time to time (as amended, modified or re-enacted from time to time).
- (iii) comply with all applicable guidelines issued by the Reserve Bank of India including without limitation the RBI Master Direction – Reserve Bank of India (Non-Banking Financial Company – Scale Based Regulation) Directions, 2023, as amended from time to time, as applicable and and/or any other notification, circular, press release issued by the RBI, from time to time (such covenant is hereinafter referred to as the “**RBI Compliance Covenant**”).
- (iv) The Company shall, while submitting quarterly / annual financial results to the BSE disclose *inter alia* the following line items along with the financial results and the same shall be communicated to the Debenture Holder(s), to the extent applicable:
  - A. debt- equity ratio of the company;
  - B. debt service coverage ratio;
  - C. interest service coverage ratio;
  - D. outstanding redeemable preference shares (quantity and value);
  - E. debenture redemption reserve (if applicable);
  - F. net worth;
  - G. net profit after tax;
  - H. earnings per share;
  - I. current ratio;
  - J. long term debt to working capital;
  - K. bad debts to Account receivable ratio;
  - L. current liability ratio;
  - M. total debts to total assets;
  - N. debtors’ turnover;
  - O. inventory turnover;
  - P. operating margin (%);
  - Q. net profit margin (%).

Key Information Document issued in conformity with Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, the Master Circular for issue and listing of Non-Convertible Securities dated August 10, 2021 and the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended from time to time.

Provided that if any information mentioned in the line items under paragraph (a) to paragraph (q) above is not applicable to the Company, it shall disclose such other ratio/equivalent financial information, as may be required to be maintained under Applicable Laws, if any.

**(f) Notify the Debenture Trustee**

The Company shall provide / cause to be provided information in respect of the following promptly and no later than 2 (Two) Business Days from the occurrence of such event (unless otherwise specifically provided):

- (i) inform the Debenture Trustee promptly about any failure to create Security and about all orders, directions, notices of court/tribunal affecting the Hypothecated Assets.
- (ii) inform the Debenture Trustee promptly of any amalgamation, merger or reconstruction scheme proposed by the Company.
- (iii) inform the Debenture Trustee of any major change in the composition of its Board of Directors, which may amount to change in 'control' as defined in SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011.
- (iv) the Company agrees that it shall forward to the Debenture Trustee promptly, which information can be forwarded in electronic form or fax:
  - A. a copy of the Statutory Auditors' and Directors' Annual Report, Balance Sheet and Profit & Loss Account and of all periodical and special reports at the same time as they are issued;
  - B. a copy of all notices, resolutions and circulars relating to new issue of debt securities at the same time as they are sent to shareholders/ holders of debt securities; and
  - C. a copy of all the notices, call letters, circulars, etc. of the meetings of debt security holders at the same time as they are sent to the holders of debt securities or advertised in the media.
- (g) notify the Debenture Trustee in writing, of any proposed change in the nature or scope or the business or operations of the Company or the entering into any agreement or arrangement by any person that may affect the assets and liabilities of the Company, at least 3 (Three) Business Days prior to the date on which such action is proposed to be given effect.

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

Give to the Debenture Trustee or their nominee(s) (and to the Debenture Holder(s), if so requested), information in respect of the following within a maximum of 5 (Five) calendar days from the occurrence of such event (unless otherwise specifically provided):

- (i) Submit to the Debenture Trustee, if so requested, a statement that the assets of the Company which are available by way of security is/are sufficient to discharge the claims of the Debenture Holders as and when they become due.
- (ii) Such information as the Debenture Holders may require as to all matters relating to the business, property and affairs of the Company that materially impacts the interests of the



*Key Information Document issued in conformity with Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, the Master Circular for issue and listing of Non-Convertible Securities dated August 10, 2021 and the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended from time to time.*

- Debenture Holders and provide access to relevant books of accounts and records in relation to this Issue and to enter into or upon and to view and inspect the state and condition of all the Hypothecated Assets, together with all records, registers in relation to the Hypothecated Assets as required by the Debenture Trustee.
- (iii) Within 15 (Fifteen) calendar days after the end of each calendar quarter, furnish to the Debenture Trustee and Debenture Holders, an updated list of Receivables constituting the Hypothecated Assets, sufficient to maintain the Required Security Cover.
- (iv) Furnish quarterly (unless specified otherwise, in which case, reports shall be submitted according to the specified timeline) report to the Debenture Trustee (and to the Debenture Holders), containing the following particulars: -
- A. Periodical status/performance reports from the Company within 7 (Seven) days of the relevant board meeting or within 45 (Forty Five) days of the respective quarter, whichever is earlier;
  - B. Updated list of the names and addresses of the Debenture Holder(s);
  - C. Details of the Coupon and principal payments to be made, but unpaid and reasons for the non-payment thereof;
  - D. The number and nature of grievances received from the Debenture Holder(s) and resolved by the Company, and those grievances not yet solved to the satisfaction of the Debenture Holder(s);
  - E. Promptly and expeditiously attend to and redress the grievances, if any, of the Debenture Holder(s). The Company further undertakes that it shall promptly comply with the suggestions and directions that may be given in this regard, from time to time, by the Debenture Trustee and shall advise the Debenture Trustee periodically of its compliance.
- (v) The Company hereby covenants and undertakes that it shall within 60 (Sixty) calendar days from the end of each financial quarter, submit to the Debenture Trustee, an security cover certificate in respect of the Hypothecated Assets in the applicable format prescribed under the SEBI DT Master Circular to enable the Debenture Trustee to submit the same to the relevant stock exchange(s) within the timelines stipulated under Applicable Law.
- (vi) The Company shall submit a certificate from its statutory auditor / independent chartered accountant to the Debenture Trustee on a quarterly basis regarding security cover including compliance with the covenants of the Disclosure Document(s) in the manner as may be specified by SEBI from time to time and certifying maintenance of hundred percent security cover or a higher security cover (in this case being the Required Security Cover) as per the terms of the Disclosure Document(s) and/or the Debenture Trust Deed along with the financial results of the Company in the manner and format as specified by SEBI.

Key Information Document issued in conformity with Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, the Master Circular for issue and listing of Non-Convertible Securities dated August 10, 2021 and the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended from time to time.

- (vii) The Company undertakes to provide all information/ documents required to be submitted to the Debenture Trustee, to enable it to carry out the due diligence in terms of SEBI Master Circular, as amended, replaced or modified from time to time.
- (viii) On a quarterly basis, the Company shall furnish the compliance status with respect to financial covenants of the listed debt securities certified by statutory auditor of listed entity to the Trustee pursuant to Chapter VI of the DT Master Circular, (including any amendments or restatements thereof).
- (ix) The Company shall provide to the Debenture Trustee such information as it may require for any filings, statements, reports that the Debenture Trustee is required to provide to any Governmental Authority under Applicable Law.
- (x) Notify the Debenture Trustee in writing, if it becomes aware of any fact, matter or circumstance which would cause any of the representations and warranties under any of the Transaction Documents to become untrue or inaccurate or misleading in any respect.
- (xi) Provide to the Debenture Trustee such further information regarding the financial condition, business and operations of the Company as the Debenture Trustee may reasonably request in relation to the Payments due to be made on the Debentures.

(i) **Required Security Cover**

The Company shall maintain the Required Security Cover as required under the Deed of Hypothecation at all times until the Final Settlement Date.

(j) **Transfer of unclaimed Redemption Amounts.**

The Company shall comply with the provisions of the Act relating to transfer of unclaimed redemption and coupon amounts of Debentures to Investor Education and Protection Fund (“IEPF”), if applicable to it.

(k) **Security**

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

- (i) The Debentures shall be secured by way of a first ranking *pari passu* and continuing charge on the Hypothecated Assets by executing the Deed of Hypothecation at least 1 (One) day prior to filing of the listing application with BSE Limited for listing of the Debentures, which charge shall be shared on a *pari passu* basis with certain other existing secured lenders and debenture holders of the Company, who have been granted the credit facilities as set out in Schedule V, Schedule VI and Schedule VII of the Debenture Trust Deed, in whose favour *pari passu* charge over the Hypothecated Assets has already been created and is existing and other lenders of the Company, or any other Person from time to time in whose favour *pari passu* charge over the Hypothecated Assets shall be created in future, subject to compliance with terms of the Debenture Trust Deed;

Key Information Document issued in conformity with Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, the Master Circular for issue and listing of Non-Convertible Securities dated August 10, 2021 and the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended from time to time.

- (ii) It shall perfect the security over the Hypothecated Assets by filing Form CHG-9 with the Registrar of Companies in relation thereto within 30 (Thirty) calendar days from the date of execution of the Deed of Hypothecation;
- (iii) The Company shall, if applicable, keep the Hypothecated Assets adequately insured, in a proper condition and shall pay all taxes, cesses, insurance premium with the Hypothecated Assets within the time permissible under Applicable Laws.
- (iv) The Company covenants that it shall co-operate and shall provide all necessary assistance and furnish such information or documents as may be required by the Debenture Trustee and/or the Debenture Holders, to the satisfaction of the Debenture Trustee to enable it to make necessary filings in connection with the creation of security over the Hypothecated Assets with the Central Registry of Securitisation Asset Reconstruction and Security Interest of India promptly but not later than 3 (Three) calendar days from the date on which the information is requested by the Debenture Trustee and/or the Debenture Holders.
- (l) **Financial Terms and Conditions**

The Company shall at all times during the term of these presents comply with each of the Financial Terms and Conditions.
- (m) The Company shall carry out subsequent valuation of the Hypothecated Assets, at the request of the Debenture Trustee promptly but not later than 5 (Five) Calendar days from receiving the request, if applicable;
- (n) The Company is aware that in terms of Regulation 14 of the SEBI (Debenture Trustees) Regulations, 1993 as amended from time to time, the Trust Deed has to contain the matters specified in Section 71 of the Act and Form No. SH.12 specified under the Companies (Share Capital and Debentures) Rules, 2014. The Company hereby agrees to comply with all the clauses of Form No. SH.12 as specified under the Companies (Share Capital and Debentures) Rules, 2014 to the extent applicable to it as if they are actually and physically incorporated herein in the Debenture Trust Deed;
- (o) Within 5 (Five) Business Days of receipt of a request from the Debenture Trustee, the Company shall authenticate any information relating to the Debentures, to be submitted by the Debenture Trustee with the Information Utility and the Company shall render all such assistance as may be required by the Debenture Trustee / Debenture Holders for submission to the Information Utility.
- (p) The Company shall submit to the Debenture Trustee, such information as may be required by the Debenture Trustee from time to time.
- (q) In addition to the aforesaid covenants, the Company shall also comply with the affirmative and reporting covenants set out in **Part B** of this Note 2.

Key Information Document issued in conformity with Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, the Master Circular for issue and listing of Non-Convertible Securities dated August 10, 2021 and the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended from time to time.

## **PART B**

### **1. AFFIRMATIVE COVENANTS**

The Company hereby covenants with the Debenture Trustee that the Company shall, in addition to the covenants set out in **Part A** of Note 2 above, (except as may otherwise be previously agreed in writing by the Debenture Trustee (acting upon the instructions of the Majority Debenture Holders), undertakes to comply with the following covenants:

(a) **LISTING**

Take all steps for making an application to the WDM segment of the BSE and all steps necessary to get the Debentures listed within 3 (Three) trading days from the date of closing of the Issue. In case of delay in listing of the debt securities beyond 3 (Three) trading days from the date of closing of the Issue, the Company will pay penal interest of 1% (One percent) p.a. over the Coupon Rate from the expiry of 3 (Three) trading days from the Deemed Date of Allotment till the listing of such Debentures.

(b) **PRESERVE CORPORATE STATUS**

Diligently preserve its corporate existence and status and its license to conduct business as a non-banking financial company and any other rights, licenses, authorizations and franchises necessary for its obligations under the Debentures and the Transaction Documents and continue to be a validly existing organization in good standing and at all times act and proceed in relation to its affairs and business in compliance with Applicable Law.

(c) **COSTS AND EXPENSES**

Pay all costs, charges and expenses in any way incurred by the Debenture Trustee towards protection of Debenture-holders' interests, including travelling and other allowances and such taxes, duties, costs, charges and expenses in connection with or relating to the Debentures subject to such expenses, costs or charges being approved in writing by the Company before they are incurred.

(d) **INCREASED COSTS**

Defend and hold the Debenture Holders, harmless from and against any and all direct losses, costs or damages incurred by it as a result of, arising from, or in connection with or relating to (i) any matter inconsistent with, or any breach of, the representations and/or warranties made by the Company in the Transaction Documents; or (ii) the non-performance (in whole or in part) by the Company of any of its covenants, obligations or agreements contained in the Transaction Documents.

(e) **FURTHER ASSURANCES**

The Company shall:

- (i) execute and/or do, at their own expense, all such deeds, assurances, documents, instruments, acts, matters and things, in such form and otherwise as the Debenture

*Key Information Document issued in conformity with Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, the Master Circular for issue and listing of Non-Convertible Securities dated August 10, 2021 and the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended from time to time.*

Trustee may reasonably or by law require or consider necessary in relation to enforcing or exercising any of the rights and authorities of the Debenture Trustee;

- (ii) obtain, comply with the terms of and do all that is necessary to maintain in full force and effect all licenses or authorisations necessary to enable it lawfully to enter into and perform its obligations under the Debenture Trust Deed or to ensure the legality, validity, enforceability or admissibility in evidence in India of the Debenture Trust Deed and the other Transaction Documents;
- (iii) comply with any monitoring and/or servicing requests from Debenture Holder(s);
- (iv) comply with all Applicable Laws, as applicable in respect of the Debentures and obtain such regulatory approvals as may be required from time to time, including but not limited, in relation to the following (i) the SEBI NCS Regulations; and (ii) the provisions of the listing agreement entered into by the Company with the Stock Exchange in relation to the Debentures.
- (v) duly and punctually pay any rent, rate, cess, revenue impost, duty, tax, premium, payables and outgoings which become lawfully payable by the Company in respect of the assets of the Company or any part thereof or the carrying out by the Company or maintenance of any business or operations thereon and shall prevent any part of the assets of the Company from becoming charged with the payment of any such amounts of any outgoings, duties, taxes, any other payables, which may be lawfully payable by the Company and shall punctually discharge all claims and pay all amounts as stated above which are lawfully payable by the Company, unless contested in good faith.
- (vi) hereby expressly agrees that each Debenture Holder may in its sole discretion assign or transfer its rights, title and interest in the Debentures to any other Person.
- (vii) conduct its business (including the collection of debts owed to them) in a proper, orderly and efficient manner and must not cease its business without the prior written consent of the Debenture Trustee (acting on the instructions of the Majority Debenture Holders).
- (viii) comply with any directions/ guidelines issued by any Governmental Authority, in relation to the Issue.

provide such other information relating to the Company (which is relevant to the rights of the Debenture Holders and/ or the ability of the Company to meet its obligations in respect of the Debentures) that is requested for reasonably by the Debenture Trustee in writing at reasonable time intervals. The Company shall be required to furnish all the relevant details to the Debenture Trustee, within 2 (Two) Business Days from the receipt of such request.

(f) **CORPORATE GOVERNANCE**

Confirm to and comply with the corporate governance and fair practices code as prescribed by the RBI.

(g) **INTERNAL CONTROL**

Key Information Document issued in conformity with Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, the Master Circular for issue and listing of Non-Convertible Securities dated August 10, 2021 and the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended from time to time.

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

(h) **FINANCIAL STATEMENTS**

(i) The Company shall submit to the Debenture Trustee (and to the Debenture Holder(s), if so requested), the duly audited annual financial accounts and statements on a standalone and consolidated basis within 60 (Sixty) calendar days from the closure of the preceding financial year. The Company shall ensure that the audited annual financial statements submitted by the Company:

- A. provide a true and fair view of the state of affairs of the Company, as at the relevant date;
- B. contain in all respects: (A) full provision for all actual liabilities; (B) in respect of audited statements, disclosure / provision for all contingent liabilities as required by the auditors and/or under Applicable Law and/or any other law for the time being in force; (C) provision reasonably regarded as adequate for all bad and doubtful debts for accounts receivables pending collection; (D) advances recoverable from third parties; and (E) due provision for depreciation and amortisation and for any obsolescence of assets in each case in accordance with applicable generally accepted accounting principles;
- C. each set of financial statements delivered to the Debenture Trustee by the Company shall be certified by the statutory auditor or any director or any Key Managerial Personnel of the Company as giving a true and fair view of its financial condition as at the date at which those financial statements were drawn up.
- D. disclose the borrowing / indebtedness incurred by the Company in relation to the Debentures in its audited balance sheet.

(ii) Submit to the Debenture Trustee (and to the Debenture Holder(s), if so requested), its provisional/unaudited quarterly financial statements, certified by its chief financial officer, within 45 (Forty Five) calendar days from the close of each financial quarter.

(i) **FURTHER DOCUMENTS AND ACTS**

Execute all such deeds, documents and assurances and do all such acts and things including the appointment of any consultant as the Debenture Trustee may reasonably require for exercising the rights under the Debenture Trust Deed and the Debentures on behalf of and for the benefit of the Debenture Holder(s).

(j) **KYC REQUIREMENTS**

In the event any of the Debenture Holder(s) is obliged for any reason to comply with "know your customer" or similar identification procedures in circumstances where the necessary information is not already available to it, the Company shall, promptly on the request of the Debenture Holder(s), supply (or procure the supply of) such documentation and other evidence as is

Key Information Document issued in conformity with Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, the Master Circular for issue and listing of Non-Convertible Securities dated August 10, 2021 and the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended from time to time.

requested in order for the Debenture Holder(s) to carry out, and be satisfied that it has complied with, all necessary "know your customer" or other similar checks under all Applicable Law.

(k) **FINANCIAL TERMS AND CONDITIONS**

At all times during the term of these presents comply with each of the Financial Terms and Conditions.

(l) **RECORDS AND INSPECTION**

The Company hereby undertakes that it shall:

- (i) keep such adequate accounting and control systems, management information systems, books of account, and other records as are required to be maintained under Applicable Law and such accounts as are adequate to reflect truly and fairly the financial condition and results of operations and which shall contain full, true and correct entries in conformity with IND AS consistently applied and all requirements of Applicable Law;
  - (ii) at its sole cost and expense permit the Debenture Trustee, as the representative of the Debenture Holders, to enter into its premises and carry out technical, financial and legal inspections of its assets, facilities and inspect and make copies of the books of record and accounts of the Company to discuss the affairs, finances and accounts of the Company with, and be advised as to the same, by its officers.
  - (iii) permit the Debenture Trustee (or any person as the Debenture Trustee shall, from time to time, in writing for that purpose appoint) to enter into or upon and to view the state and condition of all the Hypothecated Assets during the normal working hours of the Company.
  - (iv) The Company shall maintain all registers required under the terms of the Act and permit the Debenture Trustee to inspect the same and take copies and extracts therefrom.
- (m) The Company shall promptly but not later than 1 (One) calendar day notify the Debenture Trustee in writing of:
- (i) Any Financial Indebtedness availed by the Company from any other creditor / instrument holder is accelerated by such creditor / instrument holder, promptly upon becoming aware of it;
  - (ii) any litigation, arbitration or administrative proceedings which have been started or threatened against it which, has been adversely determined;
  - (iii) occurrence of any event which has or might cause any potential default under the terms of any agreement entered into by them, in relation to their business, their assets or for the purpose of availing of any Financial Indebtedness or may otherwise result in the occurrence of a Material Adverse Effect.
  - (iv) occurrence of any event which constitutes (or, with the giving of notice, lapse of time, determination of materiality or satisfaction of other conditions, would be likely to

Key Information Document issued in conformity with Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, the Master Circular for issue and listing of Non-Convertible Securities dated August 10, 2021 and the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended from time to time.

constitute) an Event of Default, specifying the nature of such event and the steps the Company is proposing to remedy the same.

- (n) The Company shall ensure that the Debentures are rated by the Rating Agency and continue to be rated by the Rating Agency during the tenure of the Debentures.
- (o) The credit rating assigned to the Debentures shall not be suspended or withdrawn or remarks such as “Company Not Cooperating” shall not be provided / affixed to the existing credit rating of the Debentures and/or the rating of the Company shall not be downgraded to “BBB” (pronounced as “Triple B”) or below by the Rating Agency. It is hereby clarified that for the purpose of this Clause, if the Issue of Debentures is rated by more than 1 (One) credit rating agency, then the lowest of the ratings shall be considered (such covenant is hereinafter referred to as the “**Rating Covenant**”).
- (p) Perform all of its respective obligations under the terms of the Transaction Documents and maintain in full force and effect each of the Transaction Documents to which it is a party.
- (q) **Permitted Security Interest**

The Permitted Security Interest shall be on a first ranking *pari passu* basis *inter se* the lenders of the Permitted Debt provided however the Company shall, upon obtaining the prior written consent of the Debenture Trustee, be permitted to create a first ranking and exclusive charge, if required by any DFI Lender, for the benefit of such DFI Lender.

## 2. REPORTING COVENANTS

The Company hereby covenants with the Debenture Trustee that the Company shall, in addition to the covenants set out in **Part A** of this Note 2, undertake to comply with the following covenants:

- (a) Within 60 (Sixty) calendar days from the end of each financial quarter or within 15 (Fifteen) calendar days from the date of filing its quarterly results with the Stock Exchange, whichever is earlier, the Company shall submit a statement signed by the authorised signatory of the Company confirming the Company’s compliance with the Financial Covenants set out in Clause 4 (*Financial Covenants*) of Part B of the Debenture Trust Deed, the Holding Covenant set out in Clause 31.1(a) of Part B of the Debenture Trust Deed, the Rating Covenant set out in Clause 1(o) of Part B of the Debenture Trust Deed and the RBI Compliance Covenant set out in Clause (e)(iii) of Part A of the Debenture Trust Deed.
- (b) Within 60 (Sixty) calendar days from the end of each financial quarter being June 30, September 30, December 31 and March 31 of every calendar year, until the Final Settlement Date, the Company shall provide the following information to the Debenture Trustee and the Debenture Holder(s):
  - (i) total Financial Indebtedness of the Company;
  - (ii) total Equity capital of the Company including all reserves and surplus of the Company (excluding revaluation reserves of the Company);
  - (iii) ratio of the Gross Debt to Equity of the Company;



Key Information Document issued in conformity with Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, the Master Circular for issue and listing of Non-Convertible Securities dated August 10, 2021 and the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended from time to time.

- (iv) aggregate amount of loans/debt availed by the Company which are overdue for more than 90 (Ninety) calendar days;
- (v) total AUM of the Company;
- (vi) the 90 DPD, expressed as a percentage, of the Company;
- (vii) the Net NPA, expressed as a percentage, of the Company calculated in accordance with the applicable regulations issued by the Reserve Bank of India;
- (viii) total Capital Adequacy Ratio of the Company;
- (ix) Tier I Capital Adequacy Ratio of the Company;
- (x) Shareholding pattern of Warburg and its subsidiaries and affiliates in the Company;
- (xi) Total amount of loans to schools in any form;
- (xii) Profit After Tax during the quarter; and
- (xiii) Required security cover certificate.

For the purposes of this sub-clause 2(b), the following terms shall have the following meaning:

“90 DPD” means the Gross Loan Portfolio with all Client Loans that are overdue with interest or principal payments for more than 90 (Ninety) days divided by Gross Loan Portfolio;

“AUM” shall include all loans and advances on balance sheet and those sold where economic interest (in any form whatsoever) in loans originated and sold are retained by the Company;

“Capital Adequacy Ratio” means the capital adequacy ratio for non-banking financial institutions as defined by the Reserve Bank of India from time to time;

“Equity” means the sum of issued and paid up equity and compulsorily convertible instruments and compulsorily convertible preference share capital and all reserves (excluding revaluation reserves and pertaining to instruments which are not equity or compulsorily convertible), minus any dividend declared plus deferred tax liability minus deferred tax asset and intangibles (including but not restricted to brand valuation, goodwill etc) as per the latest audited/unaudited financials of the Company;

“Gross Loan Portfolio” means the aggregate outstanding balance of all the Client Loans disbursed by the Company in the normal course of its activity;

“Gross Debt” means the total short term and long-term debt including any obligation under or in relation to any put option or shortfall undertaking, any corporate or financial guarantee;

“Net NPA” shall have the meaning assigned to such term under the applicable guidelines issued by the Reserve Bank of India;

*Key Information Document issued in conformity with Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, the Master Circular for issue and listing of Non-Convertible Securities dated August 10, 2021 and the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended from time to time.*

“*Profit After Tax*” means amount denoted in audited or unaudited profit and loss account for a period as total comprehensive income and shall constitute revenues minus all expenses recorded as per applicable accounting standards;

“*Tier I Capital Adequacy Ratio*” means the capital adequacy ratio for non-banking financial institutions as defined by the Reserve Bank of India from time to time;

- (c) Unless specified otherwise, within 1 (One) calendar day upon the occurrence of the following event(s):
- (i) change in the composition of the Board of Directors of the Company;
  - (ii) change in the shareholding structure of the Company;
  - (iii) any material change / amendment in the constitutional documents of the Company;
  - (iv) after the Company obtains knowledge thereof, notice of the occurrence of any event or circumstance that could reasonably be expected to result in a Material Adverse Effect;
  - (v) after the Company knew or received, notice of any dispute, litigation, investigation or other proceeding affecting the Company or its property or operations, which, if adversely determined, could result in a Material Adverse Effect;
  - (vi) any winding up proceeding including initiation of any insolvency resolution process against the Company under the Insolvency and Bankruptcy Code, 2016 (“**IBC**”);
  - (vii) any potential Event of Default or Events of Default (and the steps, if any, being taken to remedy it) promptly upon becoming aware of its occurrence;
  - (viii) Any compulsory prepayment of any Financial Indebtedness by the Company or upon the receipt of notice of any prepayment of any Financial Indebtedness of the Company;
  - (ix) notify the Debenture Trustee of any revision or downgrade in the rating provided by the Rating Agency in the Issue or any downgrade in the rating of the Company;
  - (x) any prepayment of any Financial Indebtedness by the Company or upon the receipt of notice of any prepayment of any Financial Indebtedness of the Company; and
  - (xi) any receipt of any notice under or pursuant to IBC from any person.

### 3. **NEGATIVE COVENANTS**

The Company hereby covenants with the Debenture Trustee that until the Final Settlement Date, the Company shall not for so long as any amount remains outstanding under the Debentures, except as may otherwise be previously agreed to in writing by the Debenture Trustee (acting upon the receipt of the prior written approval of the Majority Debenture Holder(s)), take any action in relation to the items set out below:

- (a) **DIVIDEND AND BUYBACK OF SHARES**

Key Information Document issued in conformity with Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, the Master Circular for issue and listing of Non-Convertible Securities dated August 10, 2021 and the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended from time to time.

Declare or pay any dividend to its shareholders during any Financial Year and/or buyback any of its shares unless it has paid all the amounts then due and payable on the Debentures and other amounts under the Transaction Documents or has made provisions satisfactory to the Debenture Trustee for making such payments and so long as no Event of Default exists or is continuing or would result therefrom.

(b) **NO ENCUMBRANCE OVER HYPOTHECATED ASSETS**

Save and except for the Permitted Security Interest, the Company shall not, until the Final Settlement Date, create any further charge or encumbrance over the Hypothecated Assets, except as created in favour of the Debenture Trustee for the benefit of the Debenture Holders, under the terms of the Debenture Trust Deed and the Deed of Hypothecation.

(c) **CHANGE IN CONTROL / SHAREHOLDING OF WARBURG PINCUS GROUP LLC**

(i) The Company hereby undertakes that until the Final Settlement Date, unless the prior written consent of the Debenture Trustee (acting on the instructions of the Majority Debenture Holders) is obtained, it shall ensure the following:

- A. Warburg Pincus Group LLC, along with its affiliates and subsidiaries (“**Warburg**”), shall hold atleast 30% (Thirty per cent) of the Equity Share Capital (on a Fully Diluted Basis) of the Company till December 31, 2025. The Company shall provide a certificate from the statutory auditor/ independent chartered accountant in this regard on a quarterly basis;
- B. On and from January 01, 2026, the Company shall ensure that Warburg remains the largest shareholder of the Company and holds at least 26% (Twenty Six per cent) of the Equity Share Capital (on a Fully Diluted Basis) of the Company during the tenor of the Debentures. The Company shall provide a certificate from the statutory auditor/ independent chartered accountant in this regard on a quarterly basis. The Company shall not recognise or register any transfer of shares by Warburg, which results in Warburg’s shareholding in the Company falling below 26% (Twenty Six per cent) of the Equity Share Capital (on a Fully Diluted Basis) during the tenor of the Debentures;
- C. Provided however Warburg is permitted to reduce its shareholding in the Company below 35% (thirty five percent) and up to 26% (Twenty Six percent) of the Equity Share Capital of the Company (on a Fully Diluted Basis) if such reduction in shareholding is pursuant to (A) initial public offering of the Company; or (B) offer for sale proposed to be undertaken by Warburg along with the initial public offering of the Company; or (C) further public offer of the Company; or (D) any secondary market sale proposed to be undertaken by Warburg in relation to its existing shareholding in the Company
- D. It is clarified that 'Warburg' shall remain the largest shareholder of the Company during the tenor of the Debentures

For the purpose of this clause 3(c), “**Equity Share Capital (on a Fully Diluted Basis)**” shall mean the equity share capital after adding shares to be issued post conversion of any convertible instruments, or under stock option plan or warrants etc. to the outstanding shares issued by the

Key Information Document issued in conformity with Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, the Master Circular for issue and listing of Non-Convertible Securities dated August 10, 2021 and the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended from time to time.

Company.

(such covenant is hereinafter referred to as the “**Shareholding Covenant**”).

(d) **MERGER, RESTRUCTURING ETC.**

Engage in or undertake any corporate restructuring, by way of merger, de-merger, acquisition, restructuring or amalgamation, consolidation.

(e) **ARRANGEMENT WITH CREDITORS/SHAREHOLDERS**

Enter into any transaction of merger, acquisition, amalgamation, de-merger, consolidation, re-organization, scheme of arrangement or compromise with its creditors or shareholders or effect any scheme of amalgamation or reconstruction. Provided however that this restriction shall not apply in the event that the compliance with this restriction would result in the Company defaulting in relation to any of its payment obligations in relation to the Debentures.

(f) **CONSTITUTIONAL DOCUMENTS**

It shall not make any amendments or modifications to the Memorandum of Association or to the Articles of Association in a manner which would, in the opinion of the Debenture Trustee would have a Material Adverse Effect.

(g) **CHANGE OF BUSINESS**

(i) Undertake any major new business outside of financial services or diversify or any change in the general nature and conduct of its business outside of financial services;

(ii) Undertake any material change in the nature and conduct of business of the Company.

(h) **AMENDMENTS TO TRANSACTION DOCUMENTS**

Shall not make any amendments, variations, waiver or modification to the provisions of the Transaction Documents.

(i) **TERMINATION OF BUSINESS**

Shall not do or voluntarily suffer or permit to be done any act or thing whereby the right of the Company to transact its business might or could be terminated or whereby payment of any amounts hereunder may or would be hindered or delayed.

(j) **WINDING UP / LIQUIDATION**

Shall not voluntarily wind up, liquidate, or dissolve its affairs, and shall ensure that the shareholders of each of such persons, do not vote on any resolution placed before the shareholders related to liquidation (whether voluntary or compulsory) of such persons prior to fulfilment of its obligations in respect of the Debentures.

(k) **COMPROMISE OR ARRANGEMENT**

Key Information Document issued in conformity with Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, the Master Circular for issue and listing of Non-Convertible Securities dated August 10, 2021 and the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended from time to time.

Shall not enter into any compromise or arrangement or settlement with any of their creditors, whether secured or unsecured and shall ensure that the shareholders of each of such persons, do not vote for such persons to enter into any scheme of arrangement with their creditors generally without its liability with respect to the Debentures being completely discharged.

(l) **SIGNIFICANT CHANGE IN BOARD OF DIRECTORS**

Undertake any significant change of the composition of the Board of Directors of the Company.

**4. FINANCIAL COVENANTS**

(a) The Company shall ensure that during the Tenor of Debentures and until the Final Settlement Date below mentioned covenants to be maintained on consolidated audited financials:

- (i) The ratio of Gross Debt to Equity should be below 4.50x (Four Decimal Point Five) times from the Deemed Date of Allotment;
- (ii) The Gross NPA and Net NPA, expressed as a percentage, shall be less than 2% (two percent) and 1% (one percent) respectively;
- (iii) Capital Adequacy Ratio (CAR) shall be maintained at minimum 18% (eighteen percent);
- (iv) Profit After Tax shall be higher than 0 (Zero) in any quarter.

For the purposes of this sub-clause 4 (*Financial Covenants*) under, the following terms shall have the following meaning:

“*Capital Adequacy Ratio*” means the capital adequacy ratio for non-banking financial institutions as defined by the Reserve Bank of India from time to time;

“*Equity*” means the sum of issued and paid up equity and compulsorily convertible instruments and compulsorily convertible preference share capital and all reserves (excluding revaluation reserves and pertaining to instruments which are not equity or compulsorily convertible), minus any dividend declared plus deferred tax liability minus deferred tax asset and intangibles (including but not restricted to brand valuation, goodwill etc.) as per the latest audited/unaudited financials of the Company.

“*Gross Debt*” means the total short term and long-term debt including any obligation under or in relation to any put option, obligations under Securitization arrangement (PTC) any corporate or financial guarantee;

“*Net NPA*” shall have the meaning assigned to such term under the applicable guidelines issued by the Reserve Bank of India;

“*Profit After Tax*” means amount denoted in audited or unaudited profit and loss account for a period as total comprehensive income and shall constitute revenues minus all expenses recorded as per applicable accounting standards;

(b) All the Financial Covenants shall be tested with a written validation of covenant testing from the Issuer on a quarterly basis (except Capital Adequacy Ratio which will be tested semi-annually)

*Key Information Document issued in conformity with Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, the Master Circular for issue and listing of Non-Convertible Securities dated August 10, 2021 and the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended from time to time.*

and from a qualified chartered accountant on a half yearly basis every year, starting from December 31, 2024, based on the balance sheet of the Company.

- (c) The Company shall submit a certificate to the Debenture Trustee confirming the compliance with the Financial Covenants within 45 (forty-five) days from the end of each financial Quarter which shall be certified by the statutory auditor.

Key Information Document issued in conformity with Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, the Master Circular for issue and listing of Non-Convertible Securities dated August 10, 2021 and the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended from time to time.

### NOTE 3: EVENTS OF DEFAULT

#### PART A

If one or more of the events specified herein and under this Note 3 (hereinafter each an “**Event of Default**” and collectively, “**Events of Default**”) happen(s), the Debenture Trustee shall, by a notice in writing to the Company take all such action, expressly or impliedly permitted under the Transaction Documents or in law.

(a) **NON-PAYMENT**

The failure to pay any amount payable in relation to the Debentures, including without limitation failure to make payment of the principal amount of the Debentures and/or the Coupon and/or any other amounts due in respect of the Debentures including the Payments in respect of the Debentures on the Due Date(s) at the place at which and in the currency in which it is expressed to be payable.

(b) **CESSATION OF BUSINESS**

- (i) The Company ceases to carry on its business thereof or gives notice, in writing, of its intention to do so.
- (ii) The cessation of business by or the dissolution, winding-up, insolvency or liquidation of the Company or the passing of any order of a court ordering, restraining or otherwise preventing the Company from conducting its business.
- (iii) Any supervisory authority or any competent court or tribunal or Governmental Authority requires the Company to cease to do business; or
- (iv) Any approval or consent or authorization given by any person (including any supervisory authority or any creditor) to the Company in respect of its business is withdrawn or the Company fails to obtain or renew any such approval or consent or authorization

(c) **BREACH OF TERMS OF THE DEBENTURE TRUST DEED AND THE TRANSACTION DOCUMENTS**

Except for the event contained in Clause (a) (*Payment Default*) above, the Company breaches / defaults in the performance of any of its representations, warranties, obligations and covenants provided under the terms of the Debenture Trust Deed and/or the Transaction Documents

(d) **SECURITY**

- (i) Save and except for the Permitted Security Interest, when the Company creates or attempts to create any charge on the Hypothecated Assets or any part thereof without the prior approval of the Debenture Trustee / Debenture Holders.
- (ii) Save and except for the Permitted Security Interest, if the Hypothecated Assets or any part thereof is sold, leased, transferred, assigned, charged, encumbered or alienated without the approval of the Debenture Trustee.

*Key Information Document issued in conformity with Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, the Master Circular for issue and listing of Non-Convertible Securities dated August 10, 2021 and the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended from time to time.*

- (iii) if, in the opinion of the Debenture Trustee, the Security is in jeopardy including any depletion / depreciation in the value of the Hypothecated Assets.
- (iv) The value of the Hypothecated Assets is insufficient to maintain the Security Cover and the Company fails to maintain the Security Cover (including by way of providing additional / alternate security to the satisfaction of the Debenture Trustee) within the stipulated timelines prescribed in the relevant Transaction Document.
- (v) Any of the Transaction Documents fails to provide the security interests, rights, title, remedies, powers or privileges intended to be created thereby (including the priority intended to be created thereby), or such security interests fail to have the priority contemplated under the Transaction Documents, or the security interests become unlawful, invalid or unenforceable.
- (vi) In the event the Required Security Cover is not maintained by the Company.

## PART B

If one or more of the events specified herein and under **Part A** of Note 3 (hereinafter each an “Event of Default” and collectively, “**Events of Default**”) happen(s), the Debenture Trustee shall, by a notice in writing to the Company take all such action, expressly or impliedly permitted under the Transaction Documents or in law. For the avoidance of doubt, it is hereby clarified that the determination whether any of the acts, matters, events or circumstances mentioned in this **Note 3** have occurred, the opinion of the Debenture Trustee shall be final and conclusive and be binding on the Company.

### (a) **INSOLVENCY OR INABILITY TO PAY DEBTS**

- (i) The Company is unable or admits in writing its inability to pay its debts as they mature or, suspends making payments on any of its debts, by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors with a view to rescheduling any of its Financial Indebtedness.
- (ii) In the event that an application is filed against the Company in terms of the Insolvency and Bankruptcy (Insolvency and Liquidation Proceedings of Financial Service Providers and Application to Adjudicating Authority) Rules, 2019.
- (iii) Any application or any application has been filed or proceedings have been initiated against the Company by any creditor or any other entities under IBC .

### (b) **FRAUD, EMBEZZLEMENT ETC**

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

### (c) **CROSS DEFAULT**

If the Company and/or any of its subsidiaries, in regards to any Financial Indebtedness availed by it from the Debenture Holders and/or any third party (a) defaults in any payment of any Financial



Key Information Document issued in conformity with Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, the Master Circular for issue and listing of Non-Convertible Securities dated August 10, 2021 and the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended from time to time.

Indebtedness beyond the period of grace, if any, provided in the instrument or agreement under which such Financial Indebtedness was created; or (b) defaults in the observance or performance of any agreement or condition relating to any Financial Indebtedness or contained in any instrument or agreement evidencing, securing or relating thereto or any other event shall occur or condition exist, the effect of which default or other event or condition is to cause or to permit the holder or holders of such Financial Indebtedness to cause (with the giving of notice or the passage of time or both would permit or cause) any such Financial Indebtedness to become due prior to its stated maturity; or (c) any Financial Indebtedness of the Company and/or any of its subsidiaries is declared to be due and payable, or required to be prepaid other than by a regularly scheduled required prepayment (whether or not such right shall have been waived), prior to the stated maturity thereof, provided that any voluntary prepayment made by the Company and/or any of its subsidiaries including any exercise of option by the Debenture Holder of the Company and/or any of its subsidiaries will not be covered under this clause.

(d) **LIQUIDATION OR DISSOLUTION OF THE COMPANY / APPOINTMENT OF RECEIVER OR LIQUIDATOR**

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

- (i) the suspension of payments, a moratorium of any indebtedness (unless waived by the Debenture Holder(s) in writing), winding-up, dissolution, insolvency, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Company;
- (ii) a composition, compromise, assignment or arrangement with any creditor of the Company;
- (iii) the appointment of a liquidator, provisional liquidator, insolvency resolution professional, supervisor, receiver, administrative receiver, administrator, compulsory manager, trustee or other similar officer in respect of the Company or any of its assets for all or any part of the undertaking of the Company;
- (iv) any enquiry or proceedings commenced before the National Companies Law Tribunal or under any mechanism or prescription of the RBI in respect of resolution/restructuring of stressed assets (including without limitation, under the RBI's circular no. DBR.No.BP.BC.101/21.04.048/2017-18 dated February 12, 2018 on "Resolution of Stressed Assets – Revised Framework");
- (v) the commencement of an insolvency resolution process under the (Indian) Insolvency and Bankruptcy Code, 2016 (to the extent applicable) or under any other Applicable Law, in respect of the Company; or
- (vi) enforcement of any security over any assets of the Company or any analogous procedure or step is taken in any jurisdiction; or
- (vii) any other event occurs or proceeding is instituted that under any Applicable Law would have an effect analogous to any of the events listed in clauses (i) to (vi) above.

(e) **CREDITORS' PROCESS**

Key Information Document issued in conformity with Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, the Master Circular for issue and listing of Non-Convertible Securities dated August 10, 2021 and the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended from time to time.

Any expropriation, attachment, sequestration, distress or execution affects any asset or assets of the Company and is not discharged as otherwise provided in any order of any competent court or tribunal relating to the aforementioned actions.

**(f) HYPOTHECATED ASSETS**

- (i) Any attachment, distress, garnishee, execution or expropriation or restraint of act of sequestration is levied on the Hypothecated Assets of the Company or any part thereof.
- (ii) Failure of the Company to create the Security and to register and perfect the charge created over the Hypothecated Assets by filing Form CHG-9 with the relevant Registrar of Companies within the timelines stipulated herein under the Debenture Trust Deed.

**(k) TRANSACTION DOCUMENTS**

The Debenture Deed or any other Transaction Document in whole or in part, is terminated or becomes invalid or ceases to be effective or ceases to be in full force or no longer constitutes legally valid, binding and enforceable obligation of the Company.

**(l) WINDING UP**

- (i) In the event the shareholders of the Company pass a resolution for the winding up of the Company.
- (ii) In the event a petition is filed for the winding up of the Company or a petition is filed in relation to the insolvency or bankruptcy of the Company and the same is admitted.

**(m) EXPROPRIATION, NATIONALIZATION ETC.**

All or a part of the undertaking, assets, rights or revenues of the Company are condemned, seized, nationalized, expropriated or compulsorily acquired by any Governmental Authority, or any Governmental Authority shall have assumed custody or Control of the business or operations of the Company, or shall have taken any action for the dissolution of the Company, or any action that would prevent the Company, their member, or their officers from carrying on their business or operations or a substantial part thereof, by or under the authority of any Government or Governmental Authority.

**(n) OFFENCES BY THE PROMOTER, MANAGEMENT ETC**

Promoter or any of the senior management officials including Key Managerial Personnel (each as defined under the Act) being declared as a 'wilful defaulter' as defined under the applicable RBI regulations and/or any of the director(s) and/or any of the Promoter of the Company are accused of, charged with, arrested or convicted in a criminal offence involving moral turpitude, dishonesty or which otherwise impinges on the integrity of the Promoter and/or the director(s), including any accusations, charges and/or convictions of any offence relating to bribery.

**(o) PETITION FOR REORGANIZATION, WINDING UP**

A petition for the reorganization, arrangement, adjustment, winding up or composition of debts of the Company is filed on the Company (voluntary or otherwise) or have been admitted or makes

Key Information Document issued in conformity with Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, the Master Circular for issue and listing of Non-Convertible Securities dated August 10, 2021 and the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended from time to time.

an assignment for the benefits of its creditors generally and such proceeding is not contested by the Company for staying, quashing or dismissed within 7 (seven) days.

(p) **MANAGEMENT CONTROL**

There shall have occurred a change in the Management Control of the Company without the prior written consent from the Debenture Holder(s). For the purposes of this sub-clause (m), the term "Management Control" shall have the meaning ascribed to the term "Control" in the Debenture Trust Deed.

(q) **REORGANISATION, REARRANGEMENT ETC.**

The Company has taken or suffered to be taken any action for re-organisation of its share capital or any rearrangement, merger or amalgamation without the prior written approval of the Debenture Holder(s).

(r) **MISLEADING REPRESENTATIONS**

Any representation or warranty made by the Company in any Transaction Document or in any certificate, financial statement or other document delivered to the Debenture Trustee/Debenture Holders by the Company is incorrect, false or misleading in any respect when made or deemed made.

(s) **CHANGE IN BUSINESS**

There shall have occurred a change in the business, operations, property, assets, liabilities, condition (financial or otherwise) or prospects of the Company, since the date hereof that has resulted in a Material Adverse Effect, as determined by the Debenture Trustee (acting solely on the instructions of the Majority Debenture Holders).

(t) **UNLAWFULNESS**

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

(u) **REPUDIATION**

The Company rescinds, repudiates any of the Transaction Documents, or purports to rescind or repudiate or evidences an intention to rescind or repudiate any of the Transaction Documents (in whole or in part).

(v) **MATERIAL LITIGATION**

Any litigation, arbitration or administrative proceedings which have been admitted by the adjudicating authority against it which results in a liability exceeding Rs. 10,00,00,000/- (Rupees Ten Crores only).

(w) **SUSPENSION OF LICENSES**

Key Information Document issued in conformity with Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, the Master Circular for issue and listing of Non-Convertible Securities dated August 10, 2021 and the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended from time to time.

In the event any license obtained by the Company from any Governmental Authority which license is required under Applicable Law for the Company to conduct its business and operations, has been suspended.

(x) **MATERIAL ADVERSE EFFECT**

Occurrence of any event or circumstances constituting a Material Adverse Effect.

(y) **BREACH OF THE COVENANTS**

Breach of the Affirmative Covenants, Negative Covenants, Financial Covenants and Reporting Covenants.

#### NOTE 4: CONSEQUENCES OF AN EVENT OF DEFAULT

##### PART A

1. On and at any time after the occurrence of an Event of Default, unless such Event of Default at the request of the Company is expressly waived by the Debenture Trustee acting on the instructions of the Majority Debenture Holder(s), (a) upon the expiry of the cure period provided to the Company (if any), or (b) if the cure period (if any) provided is extended by the Debenture Trustee acting on the instructions of the Majority Debenture Holder(s), upon the expiry of such extended period or (c) where no cure period has been provided and if the Debenture Trustee, acting on the instructions of the Majority Debenture Holder(s) agrees to provide for a cure period, upon the expiry of such cure period; the Debenture Trustee shall exercise any or all of the following rights:
  - (a) to accelerate the redemption of the Debentures together with accrued but unpaid Coupon, and the Secured Obligations including all other costs, charges and expenses accrued or outstanding under the Transaction Documents to be immediately (or such other date as the Debenture Trustee may specify) due and payable, whereupon they shall become so due and payable immediately; and/or
  - (b) Simultaneously, the Debenture Trustee shall be entitled to enforce the charge over the Hypothecated Assets in accordance with the terms of the Transaction Documents to recover the amounts due and payable in respect of the Debentures under the Transaction Documents; and/or
  - (c) exercise any and all rights specified under the Debenture Trust Deed and/or the other Transaction Documents, including without limitation, to accelerate the redemption of the Debentures; and/or
  - (d) exercise such other remedies, including legal and equitable rights, as permitted or available under Applicable Law (including initiating insolvency proceedings under IBC) or the Transaction Documents;
  - (e) exercise any other right that the Debenture Trustee and /or Debenture Holder(s) may have under the Transaction Documents or under Applicable law including in relation to the enforcement of security / entering into the inter-creditor agreement by the Debenture Trustee with the creditors of the Company pursuant to the SEBI DT Master Circular, as amended, modified or replaced from time to time.

Key Information Document issued in conformity with Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, the Master Circular for issue and listing of Non-Convertible Securities dated August 10, 2021 and the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended from time to time.

2. Notwithstanding anything contained in the Debenture Trust Deed, the Majority Debenture Holders shall have the right to initiate all or any of the actions specified in Clause 1 under this Note 4. Provided further that for any Event of Default pursuant to Clause (a) under Part A of Note 3 and Clause (d) under Part A of Note 3 and Clause (c) under Part B of Note 3, the Debenture Trustee have the right to initiate all or any of the actions specified in Clause 1 under this Note 4 above on the instructions of any Debenture Holder.
3. It is clarified that upon the occurrence of an Event of Default, the Default Interest at the rate of 2% (Two Percent) per annum over and above the Coupon Rate shall be charged on the outstanding Secured Obligations, in addition to the rights of the Debenture Holders under Clause 1 above.
4. It is clarified that upon the occurrence of an Event of Default, the Company shall not create any securities or create any fresh security or sell any assets including Hypothecated Assets including by way of direct assignment or securitisation, without the written permission of the Super Majority Debenture Holders.
5. Notwithstanding any cancellation or termination pursuant to this Part A of Note 4 (*Consequences of an Event of Default*) above, all the provisions of the Transaction Documents for the benefit or protection of the Debenture Holders and their interests shall continue to be in full force and effect as specifically provided in the Transaction Documents. The Debenture Trustee shall, on being informed by the Company of the happening of any of the Event(s) of Default set out in Note 3 above or upon the happening of any of such Event(s) of Default coming to its notice, forthwith give written notice to the Debenture Holder(s) of the same.

## PART B

6. On and at any time after the occurrence of an Event of Default, unless such Event of Default at the request of the Company is expressly waived by the Debenture Trustee acting on the instructions of the Majority Debenture Holder(s), (a) upon the expiry of the cure period provided to the Company (if any), or (b) if the cure period (if any) provided is extended by the Debenture Trustee acting on the instructions of the Majority Debenture Holder(s), upon the expiry of such extended period or (c) where no cure period has been provided and if the Debenture Trustee, acting on the instructions of the Majority Debenture Holder(s) agrees to provide for a cure period, upon the expiry of such cure period; the Debenture Trustee shall exercise any or all of the following rights:
  - (a) to accelerate the redemption of the Debentures, together with accrued but unpaid Coupon, and the Secured Obligations including all other costs, charges and expenses accrued or outstanding under the Transaction Documents to be immediately (or such other date as the Debenture Trustee may specify) due and payable whereupon they shall become so due and payable immediately; and/or
  - (b) Simultaneously, the Debenture Trustee shall be entitled to enforce the charge over the Hypothecated Assets in accordance with the terms of the Transaction Documents to recover the amounts due and payable in respect of the Debentures under the Transaction Documents; and/or
  - (c) exercise any and all rights specified under this Deed and/or the other Transaction Documents, including without limitation, to accelerate the redemption of the Debentures; and/or
  - (d) exercise such other remedies, including legal and equitable rights, as permitted or available under Applicable Law (including initiating insolvency proceedings under IBC) or the Transaction Documents; and/or
  - (e) Appointment of Nominee Director in accordance with this Deed; and/or

*Key Information Document issued in conformity with Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, the Master Circular for issue and listing of Non-Convertible Securities dated August 10, 2021 and the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended from time to time.*

- (f) exercise any other right that the Debenture Trustee and /or Debenture Holder(s) may have under the Transaction Documents or under Applicable Law including in relation to the enforcement of Security / entering into the inter-creditor agreement by the Debenture Trustee with the creditors of the Company and in relation to Recovery Expense Fund pursuant to the pursuant to the SEBI DT Master Circular, as amended, modified or replaced from time to time .
7. Notwithstanding anything contained in this Deed, the Majority Debenture Holders shall have the right to initiate all or any of the actions specified in Clause 6 under Part B of Note 4 above. Provided further that for any Event of Default pursuant to Clause (a) under Part A of Note 3 above and Clause (d) under Part A of Note 3 above and (c) under Part B of Note 3 above, the Debenture Trustee have the right to initiate all or any of the actions specified in Clause 6 under Part B of Note 4 above on the instructions of any Debenture Holder.
8. It is clarified that upon the occurrence of an Event of Default, the Default Interest at the rate of 2% (Two Percent) per annum over and above the Coupon Rate shall be charged on the outstanding Secured Obligations, in addition to the rights of the Debenture Holders under Clause 6 under Part B of Note 4 above.
9. It is clarified that upon the occurrence of an Event of Default, the Company shall not create any securities or create any fresh security or sell any assets including Hypothecated Assets including by way of direct assignment or securitisation, without the written permission of the Super Majority Debenture Holders.
10. Notwithstanding any cancellation or termination pursuant to Part B of Note 4 (*Consequences of an Event of Default*) above, all the provisions of the Transaction Documents for the benefit or protection of the Debenture Holders and their interests shall continue to be in full force and effect as specifically provided in the Transaction Documents until the Final Settlement Date. The Debenture Trustee shall, on being informed by the Company of the happening of any of the Event(s) of Default set out in Note 3 above or upon the happening of any of such Event(s) of Default coming to its notice, forthwith give written notice to the Debenture Holder(s) of the same.

Key Information Document issued in conformity with Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, the Master Circular for issue and listing of Non-Convertible Securities dated August 10, 2021 and the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended from time to time.

## ANNEXURE IV

## DUE DILIGENCE CERTIFICATE

**CATALYST**  
Believe in yourself... Trust us!



CL/24-25/11150

(Annexure IIA)

DUE DILIGENCE CERTIFICATE TO BE GIVEN BY THE DEBENTURE TRUSTEE AT THE TIME OF FILING THE  
DRAFT OFFER DOCUMENT/ INFORMATION MEMORANDUM

[In reference to Chapter II, Clause 2.2.4 of SEBI Master Circular for Debenture Trustees dated May 16, 2024]

To,  
The Manager,  
BSE Limited  
Phiroze Jeejeebhoy Towers  
Dalal Street,  
Mumbai- 400001.

Dear Sir / Madam,

SUB.: ISSUE OF UPTO (i) 25,000 (TWENTY-FIVE THOUSAND) SECURED, RATED, LISTED, REDEEMABLE, NON-CONVERTIBLE DEBENTURES BY AVANSE FINANCIAL SERVICES LIMITED ("ISSUER" / "COMPANY"), OF THE FACE VALUE OF RS. 1,00,000/- (RUPEES ONE LAKH EACH) EACH FOR CASH AT PAR AGGREGATING UPTO RS. 250,00,00,000/- (RUPEES TWO HUNDRED FIFTY CRORES ONLY) ("SERIES 40 DEBENTURES"); AND (ii) 30,000 (THIRTY THOUSAND) SECURED, RATED, LISTED, REDEEMABLE, NON-CONVERTIBLE DEBENTURES BY THE ISSUER, OF THE FACE VALUE OF RS. 1,00,000/- (RUPEES ONE LAKH EACH) EACH FOR CASH AT PAR AGGREGATING UPTO RS. 300,00,00,000/- (RUPEES THREE HUNDRED CRORES ONLY) ("SERIES 41 DEBENTURES"), ON PRIVATE PLACEMENT BASIS

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

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

We confirm that:

- a) The Issuer has made adequate provisions for and/or has taken steps to provide for adequate security for the debt securities to be issued and listed.
- b) The Issuer has obtained the permissions / consents necessary for creating security on the said property(ies).
- c) The Issuer has made all the relevant disclosures about the security and its continued obligations towards the holders of debt securities.

## CATALYST TRUSTEESHIP LIMITED

Registered Office : CCA House, Plot No. 85, Bhusari Colony (Right), Paud Road, Pune - 411 038 Tel : +91 (20) 6660 7200  
Delhi Office : 910-911, 9<sup>th</sup> Floor, Kailash Building, 26 Kasturba Gandhi Marg, New Delhi - 110 001 Tel : +91 (11) 4302 9101/02  
Corporate Office : 901, 9<sup>th</sup> Floor, Tower-B, Peninsula Business Park, Senapati Bapat Marg, Lower Parel (W), Mumbai - 400013  
Tel : +91 (22) 4922 0555 Fax : +91 (22) 4922 0505  
CIN No. U74999PN1997PLC110262 Email : dt@catalysttrustee.com Website : www.catalysttrustee.com

Pune | Mumbai | Bengaluru | Delhi | Chennai | GIFT City | Kolkata | Hyderabad



An ISO 9001 Company



Key Information Document issued in conformity with Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, the Master Circular for issue and listing of Non-Convertible Securities dated August 10, 2021 and the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended from time to time.

**CATALYST**  
Believe in yourself... Trust us!



- d) Issuer has adequately disclosed all consents/ permissions required for creation of further charge on assets in offer document / information memorandum and all disclosures made in the offer document / information memorandum with respect to creation of security are in confirmation with the clauses of debenture trustee agreement.
- e) Issuer has given an undertaking that charge shall be created in favour of debenture trustee as per terms of issue before filing of listing application.
- f) Issuer has disclosed all covenants proposed to be included in debenture trust deed (including any side letter, accelerated payment clause etc.), offer document / placement memorandum.

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

Place: Mumbai  
Date: October 29, 2024



For Catalyst Trusteeship Limited

For CATALYST TRUSTEESHIP LIMITED

*Kalyani Pandey*  
Authorized Signatory

Ms. Kalyani Pandey  
Compliance Officer

**CATALYST TRUSTEESHIP LIMITED**

Registered Office : CDA House, Plot No. 85, Bhusari Colony (Right), Paud Road, Pune - 411 038 Tel : +91 (20) 6680 7200  
Delhi Office : 910-911, 9<sup>th</sup> Floor, Kailash Building, 26 Kasturba Gandhi Marg, New Delhi - 110 001 Tel : +91 (11) 4302 9101/02  
Corporate Office : 901, 9<sup>th</sup> Floor, Tower-B, Peninsula Business Park, Senapati Bapat Marg, Lower Perel (W), Mumbai - 400013  
Tel : +91 (22) 4922 0555 Fax : +91 (22) 4922 0505  
CIN No. U74999PN1997PLC110262 Email : dt@cttrustee.com Website : www.catalysttrustee.com

Pune | Mumbai | Bengaluru | Delhi | Chennai | GIFT City | Kolkata | Hyderabad

Art50x 5000 Company





Key Information Document issued in conformity with Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, the Master Circular for issue and listing of Non-Convertible Securities dated August 10, 2021 and the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended from time to time.

## ANNEXURE V

### RATING LETTERS, RATING RATIONALE AND PRESS RELEASE FROM THE RATING AGENCIES FOR CREDIT RATING OF THE DEBENTURES

CONFIDENTIAL

**CRISIL**  
 Ratings

RL/AVSFSPL/351031/NCD/0824/96401/168551641  
 August 26, 2024

Mr. Vikrant Gandhi  
 Chief Financial Officer  
 Avanse Financial Services Limited  
 4th floor, E Wing, Times Square,  
 Andheri Kurla Road, Marol, Andheri East,  
 Mumbai City - 400059  
 9930720368



Dear Mr. Vikrant Gandhi,

**Re: CRISIL Rating on the Rs.2500 Crore Non Convertible Debentures of Avanse Financial Services Limited**

We refer to your request for a rating for the captioned Debt instrument.

CRISIL Ratings has, after due consideration, assigned a CRISIL AA-/Stable (pronounced as CRISIL double A minus rating with Stable outlook) rating to the captioned Debt instrument. Securities with this rating are considered to have high degree of safety regarding timely servicing of financial obligations. Such securities carry very low credit risk.

Further, in view of your decision to accept the CRISIL Ratings, we request you to apprise us of the instrument details (in the enclosed format) as soon as it has been placed. In the event of your company not making the issue within a period of 180 days from the above date, or in the event of any change in the size or structure of your proposed issue, a fresh letter of revalidation from CRISIL Ratings will be necessary.

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

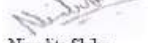
As per SEBI circular (reference number: CIR/MD/DF/17/2013; dated October 22, 2013) on centralized database for corporate bonds/debentures, you are required to provide international securities identification number (ISIN; along with the reference number and the date of the rating letter) of all bond/debenture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

Should you require any clarification, please feel free to get in touch with us.

With warm regards,

Yours sincerely,

  
 Aezha Maru  
 Associate Director - CRISIL Ratings

  
 Nivedita Shibu  
 Director - CRISIL Ratings



Disclaimer: A rating by CRISIL Ratings reflects CRISIL Ratings' current opinion on the likelihood of timely payment of the obligations under the rated instrument, and does not constitute an audit of the rated entity by CRISIL Ratings. Our ratings are based on information provided by the issuer or obtained by CRISIL Ratings from sources it considers reliable. CRISIL Ratings does not guarantee the completeness or accuracy of the information on which the rating is based. A rating by CRISIL Ratings is not a recommendation to buy / sell or hold the rated instrument; it does not comment on the market price or suitability for a particular investor. CRISIL Ratings has a practice of keeping all its ratings under surveillance and ratings are revised as and when circumstances so warrant. CRISIL Ratings is not responsible for any errors and especially states that it has no financial liability whatsoever to the subscribers / users / transmitters / distributors of its ratings. CRISIL Ratings' criteria are available without charge to the public on the web site [www.crisilratings.com](http://www.crisilratings.com). CRISIL Ratings or its associates may have other commercial transactions with the company/entity. For the latest rating information on any instrument of any company rated by CRISIL Ratings, please visit [www.crisilratings.com](http://www.crisilratings.com) or contact Customer Service Helpdesk at [CRISILratings@crisil.com](mailto:CRISILratings@crisil.com) or at 1800-267-1301

**CRISIL Ratings Limited**  
 A subsidiary of CRISIL Limited, an S&P Global Company  
 Corporate Identity Number: U67100MH2019PLC326247

Registered Office: CRISIL House, Central Avenue, Hiranandani Business Park, Powai, Mumbai-400 076. Phone: +91 22 3342 3000 | Fax: +91 22 3342 3001  
[www.crisilratings.com](http://www.crisilratings.com)

*Key Information Document issued in conformity with Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, the Master Circular for issue and listing of Non-Convertible Securities dated August 10, 2021 and the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended from time to time.*

## **ANNEXURE VI**

### **LIST OF DOCUMENTS EXECUTED IN RELATION TO THE ISSUE**

***These will be submitted separately as and when the documents are executed***

Key Information Document issued in conformity with Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, the Master Circular for issue and listing of Non-Convertible Securities dated August 10, 2021 and the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended from time to time.

## ANNEXURE VII

### CONSENT LETTER FOR THE ISSUE RECEIVED FROM THE REGISTRAR OF THE ISSUE



Link Intime India Pvt. Ltd.

CIN : U67190MH1999PTC118368  
C- 101, 247 Park, L.B.S. Marg,  
Vikhroli (West), Mumbai - 400 083.  
Tel. : +91 22 4918 6000  
Fax : +91 22 4918 6060  
E-mail : mumbai@linkintime.co.in  
Website : www.linkintime.co.in

24/10/2024

To  
Avanse Financial Services Limited  
Times Square Building, E wing, 4<sup>th</sup> Floor,  
Opp. Mittal Industrial Estate, Gamdevi, Andheri Kurla Road,  
Marol Andheri (E), Mumbai – 400 059, Maharashtra

Sub : ISSUE OF UPTO 55,000 (FIFTY FIVE THOUSAND) RATED, LISTED, SENIOR, SECURED, REDEEMABLE NON-CONVERTIBLE DEBENTURES OF THE FACE VALUE OF INR 1,00,000 (RUPEES ONE LAKH EACH) AGGREGATING UP TO INR 550,00,00,000 (RUPEES FIVE HUNDRED AND FIFTY CRORE ONLY) on a private placement basis (the “Debentures”) under Option 1 - 9.60% p.a. Avanse Financial Services April 2027 – Series 40 with issue size of up to Rs. 250,00,00,000/- (Rupees Two Hundred Fifty Crores only) and Option 2 - 9.40% p.a. Avanse Financial Services October 2027 – Series 41 with issue size of up to Rs 300,00,00,000/- (Rupees Three Hundred Crores only) on a private placement basis (the “Issue”).


We refer to the subject issue and hereby accept our appointment as ‘Registrar’ for Electronic Connectivity Provider to ISSUE OF UPTO 55,000 (Fifty Five Thousand) RATED, LISTED, SENIOR, SECURED, REDEEMABLE NON-CONVERTIBLE DEBENTURES OF THE FACE VALUE OF INR 1,00,000 (RUPEES ONE LAKH EACH) AGGREGATING UP TO INR 550,00,00,000 (RUPEES FIVE HUNDRED FIFTY CRORE ONLY) under option 1 - at 9.60% Avanse Financial Services April 2027 – Series 40 with issue size of up to Rs 250,00,00,000/- (Rupees Two Hundred Fifty Crores only) (“Series 40”) and under option 2 - at 9.40% Avanse Financial Services October 2027 – Series 41 with issue size of up to Rs 300,00,00,000/- (Rupees Three Hundred Crores only) (“Series 41”) (“DEBENTURES” or “NCDs”) FOR CASH ON PRIVATE PLACEMENT BASIS (“ISSUE”) and give our consent to incorporate our name as “Registrar to the Issue” in the offer documents.

Our Permanent SEBI Registration No.: INR000004058.

Thanking You.

Yours faithfully,

For Link Intime India Pvt Ltd.

  
Ganesh Jadhav  
Asst. Vice President - Depository Operations



Key Information Document issued in conformity with Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, the Master Circular for issue and listing of Non-Convertible Securities dated August 10, 2021 and the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended from time to time.

## ANNEXURE VIII

## CERTIFIED TRUE COPY OF THE BOARD RESOLUTION



**CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF AVANSE FINANCIAL SERVICES LIMITED HELD ON TUESDAY, APRIL 30, 2024 THROUGH VIDEO-CONFERENCING FACILITY ("VC") AT THE REGISTERED OFFICE OF THE COMPANY AT 4TH FLOOR, E WING, TIMES SQUARE, ANDHERI KURLA ROAD, GAMDEVI, MAROL, ANDHERI EAST, MUMBAI – 400059**

**To consider and approve issuance of Non-Convertible Debentures ("NCDs")**

**"RESOLVED THAT** pursuant to the provisions of Sections 42 and 71 of the Companies Act, 2013, read with the Companies (Prospectus and Allotment of Securities) Rules, 2014 and the Companies (Share Capital and Debentures) Rules, 2014 and other applicable provisions, if any, including any statutory modifications(s) or re-enactment thereof, for the time being in force ("the Act"), the relevant provisions of the Memorandum and Articles of Association of the Company and in accordance with the provisions of the SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021 ("the NCS Regulations"), the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 as amended ("the Listing Regulations"), the applicable provisions of the Foreign Exchange Management Act, 1999, (including any amendments, statutory modification(s) and / or re-enactment thereof for the time being in force) ("the FEMA") and any rules and / or regulations made thereunder, to the extent applicable, the Consolidated Foreign Direct Investment Policy issued by the Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, Government of India ("GOI"), and all other applicable statutes, rules, regulations, guidelines, notifications, circulars and clarifications, as amended from time to time, issued by the GOI, the Ministry of Corporate Affairs ("MCA"), the Reserve Bank of India ("RBI"), SEBI, any stock exchange, where the NCDs of the Company are proposed to be listed and subject to requisite approvals, consents, permissions and/ or sanctions of regulatory and other appropriate authorities, as may be required and subject to such terms and conditions as may be prescribed by any of them while granting any such approvals, consents, permissions, and/ or sanctions and which may be agreed to, by the Board of Directors of the Company ("hereinafter referred to as "the Board" which term shall be deemed to include any committee which the Board may have constituted or hereinafter constitute to exercise its powers including the powers conferred by this Resolution) and subject to approval by the members of the Company, the approval of the Board of the Company be and is hereby accorded to create, offer, issue and allot, such number of Secured / Unsecured / Perpetual / Senior / Subordinated / Market Linked or such other form of Non-Convertible Debentures and / or Bonds ("NCDs") at par or at premium, as permitted under applicable law, in such manner and on such terms and conditions including but not limited to security, rate of interest etc., as may be deemed appropriate by the Board, in one or more tranches, for cash, for an aggregate amount upto Rs. 5,000 crores or equivalent thereof, by way of public issue, private placement or any combination thereof or by any other permissible mode, to such person or persons including to resident Indians, non-resident Indians, foreign portfolio investors ("FPIs"), qualified institutional buyers ("QIBs"), venture capital funds, foreign venture capital investors, state industrial development corporations, insurance companies, provident funds, pension funds, financial institutions, development financial institutions, multilateral and bilateral financial institutions, banks, non-banking finance companies, bodies corporate, companies, private or public or other entities, authorities or to any class of investors and to such other persons, ("Investors"), in one or more combinations thereof at such time or times, at such price or prices subject to compliance with all applicable laws, through issue of placement document and / or prospectus (including but not limited to shelf prospectus, prospectus, tranche prospectus and abridged prospectus), and / or letter of offer and / or any other permissible mode / requisite offer document ("Offering Document / Disclosure Document / Information Memorandum") or by way of any other mode as decided by the Board and on such terms and conditions as may be deemed appropriate by the Board at its absolute discretion including the discretion to determine the categories of investors to whom the offer, issue and allotment of the NCDs shall be made, considering the prevailing market conditions and other relevant factors ("the Issue");

**RESOLVED FURTHER THAT** pursuant to the provisions of the Companies Act, 2013 and rules made thereunder and other applicable laws, the Borrowing Committee of the Company be and is hereby authorized to:

- i. appoint lead manager(s) / book running lead manager(s), underwriters, depositories, custodians, registrars, bankers, lawyers, advisors, valuers, credit rating agencies, debenture trustees, syndicate / sub-syndicate members, consultants, advocates, councils, and all such other agencies / intermediaries ("Agents") as are or may be required to be appointed, involved or concerned and to remunerate them by way of commission, brokerage, fees or the like and also to reimburse them out of pocket expenses incurred by them and also to enter

Avanse Financial Services Ltd.  
Registered & Corporate Office:  
Times Square Building, E wing, 4th Floor,  
Opp. Mittal Industrial Estate, Gamdevi,  
Andheri-Kurla Road, Marol,  
Andheri (East), Mumbai 400 059 Maharashtra.

T: +91 22 6859 9999  
F: +91 22 6859 9900  
www.avanse.com

ASPIRE WITHOUT BOUNDARIES

CIN : U67120MH1992PLC068060 - Formerly known as Avanse Financial Services Pvt. Ltd. & Ashvinudhdi Holdings Private Limited

Key Information Document issued in conformity with Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, the Master Circular for issue and listing of Non-Convertible Securities dated August 10, 2021 and the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended from time to time.



into and execute all such arrangements, agreements, memorandums, documents, etc. with Agents and also to seek the listing of NCDs on one or more recognized stock exchange(s);

- ii. finalize and approve the draft as well as final offer document(s), determining the form and manner of the Issue, identification of the eligible investors to whom the NCDs are to be offered, utilization of the Issue proceeds, determine the Issue price, premium amount on NCDs as permitted under applicable law and all other terms and conditions of the NCDs,;
- iii. offer, invite for subscription, issue and allot NCDs in one or more tranches / series to Investors by way of public issue, Qualified Institutional Placement ("QIP"), private placement or any combination thereof or by any other mode and to decide, finalize, negotiate, finalize terms and conditions of such tranches / series or the Issue;
- iv. file all documents, forms, disclosures with SEBI, RBI, stock exchanges, depositories, RTAs, bankers, custodians the concerned Registrar of Companies, Ministry of Corporate Affairs or any other government, regulatory / semi-regulatory authority or any other person, as may be required;
- v. take such steps and to do all such acts, deeds, matters and things as the Committee may deem fit and proper for the purposes of the Issue and resolve and settle all questions or difficulties that may arise in regard to such issue, offer or allotment of NCDs and take all steps which are incidental and ancillary in this connection without being required to seek any further consent or approval of the Board and the Board shall be deemed to have given their approval thereto expressly by the authority of this Resolution and all actions taken by the Committee in connection with any matters referred to or contemplated in any of the Resolution be and are hereby approved, ratified and confirmed in all respects.
- vi. authorize any employees, representatives, Agents or any other person to make, prepare, finalize, negotiate, execute, file, amend, accept any agreement, arrangement, MoUs, placement agreements, underwriting agreements, deposit agreements, trust deeds, subscription agreements, agency agreements or any other agreement, deed or document for the purpose of the Issue, as may be required from time to time and / or to sub-delegate all or any of the powers contained herein or such other powers and authorities as may be required for the purpose of giving effect to these Resolutions."

//Certified True Copy//

**For Avanse Financial Services Limited**

RAJESH  
 PRAVINKUMAR  
 R GANDHI

Digitally signed by  
 RAJESH PRAVINKUMAR  
 GANDHI  
 Date: 2024.07.22  
 19:20:49 +05'30'

**Rajesh Gandhi**  
**Company Secretary**  
**ICSI Membership No. A19086**



Avanse Financial Services Ltd.  
 Registered & Corporate Office:  
 Times Square Building, E wing, 4th Floor,  
 Opp. Mittal Industrial Estate, Gomdevi,  
 Andhari-Kurla Road, Marol,  
 Andhari (East), Mumbai 400 059 Maharashtra.

T: +91 22 6859 9999  
 F: +91 22 6859 9900  
 www.avanse.com

**ASPIRE WITHOUT BOUNDARIES**

CIN : U67120MH1992PLC068060 - Formerly known as Avanse Financial Services Pvt. Ltd. & Abhiruddhi Holdings Private Limited



Key Information Document issued in conformity with Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, the Master Circular for issue and listing of Non-Convertible Securities dated August 10, 2021 and the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended from time to time.



**CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE COMMITTEE OF EXECUTIVES OF THE BOARD OF DIRECTORS OF AVANSE FINANCIAL SERVICES LIMITED THROUGH CIRCULATION ON OCTOBER 25, 2024**

**Issue of non-convertible debentures on private placement basis**

“RESOLVED THAT pursuant to the provisions of Section 42, 71, 179 and other applicable provisions, if any, of the Companies Act, 2013 read with the rules made there under including any statutory modification(s) or re-enactment(s) thereof, and in accordance with the rules, regulations, directions, guidelines, circulars and notifications of the Securities and Exchange Board of India (“SEBI”) and the Reserve Bank of India (“RBI”), including the Securities Contracts (Regulation) Act, 1956, the Securities and Exchange Board of India Act, 1992, the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations 2015, the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 (“SEBI NCS Regulations”), and the master circular issued by SEBI bearing reference number SEBI/HO/DDHS/PoD1/P/CIR/2023/119 dated August 10, 2021 on “Master Circular for issue and listing of Non-convertible Securities, Securitised Debt Instruments, Security Receipts, Municipal Debt Securities and Commercial Paper” (updated as on May 22, 2024) (“Listed NCDs Master Circular”), each as amended, modified, or restated from time to time, or any other regulatory authority, whether in India or abroad and other applicable rules and regulations and pursuant to the relevant provisions of the memorandum of association and articles of association of the Company and the listing agreements entered into with the stock exchanges (the “Stock Exchanges”) where the securities of the Company are / may be listed, and subject to such approvals, consents, sanctions or permissions as may be required from any statutory or regulatory authority and pursuant to the resolution passed by the Board of Directors of the Company at their meeting held on April 30, 2024 read with the special resolution passed by the shareholders of the Company at their 31<sup>st</sup> Annual General Meeting of the Company held on July 12, 2024 and further pursuant to the authority accorded by the Board of Directors vide resolution passed at its meeting held on August 12, 2024, the consent of the Committee be and is hereby accorded to:

- (a) the offer, issue and allotment of:
- (i) 25,000 (twenty-five thousand) secured, listed, rated, redeemable, non-convertible debentures denominated in Indian Rupees (“INR”), having a face value of INR 1,00,000 (Indian Rupees One Lakh) each and an aggregate value of INR 250,00,00,000 (Indian Rupees Two Hundred Fifty Crore) or such other number of debentures, face value and amount as may be determined (Series 40) and;
  - (ii) 30,000 (thirty thousand) secured, listed, rated, redeemable, non-convertible debentures denominated in Indian Rupees (“INR”), having a face value of INR 1,00,000 (Indian Rupees One Lakh) each and an aggregate value of INR 300,00,00,000 (Indian Rupees Three Hundred Crore) or such other number of debentures, face value and amount as may be determined (Series 41)
- (Series 40 and Series 41 collectively referred as “Debentures”), at such interest rate, payable at such interest periods, subject to deduction of taxes at source in accordance with the applicable law, with or without gross up, and for such period from the deemed date of allotment, and on such terms and conditions as may be set out in the Disclosure Documents (as defined below) on a private placement basis to the successful bidders who have applied for subscription of the Debentures on the electronic book platform in accordance with the SEBI EBP Requirements (as defined below) and which shall be deemed to be the persons identified by the Company for the purposes of Section 42 of the Companies Act (being the identified person(s) for the purposes of Section 42 of the Act (“Investors”)); and
- (iii) securing the amounts to be raised pursuant to the issue of the Debentures together with all interest and all other amounts and charges thereon (up to such limits and security cover as may be agreed with the Investors) by one or more of the following (i) hypothecation of certain identified book debts/loan receivables (and/or other assets) of the Company, and/or (ii) such other security or contractual comfort as may be required in terms of the issuance of the Debentures (i) and (ii) are collectively referred to as the “Transaction Security”).

Avanse Financial Services Ltd.  
Registered & Corporate Office:  
Times Square Building, E wing, 4th Floor,  
Opp. Mital Industrial Estate, Gamdevi,  
Andhri-Kurla Road, Marol,  
Andhri (East), Mumbai 400 059 Maharashtra.

T: +91 22 6859 9999  
F: +91 22 6859 9900  
www.avanse.com

ASPIRE WITHOUT BOUNDARIES

CIN : 11A7197MH1003R2018240 - Promoter: Issued on Avanse Financial Services Pvt. Ltd. & Avanse Global Holdings Private Limited

Key Information Document issued in conformity with Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, the Master Circular for issue and listing of Non-Convertible Securities dated August 10, 2021 and the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended from time to time.



**RESOLVED FURTHER THAT** the General Information Document, the Key Information Document(s) and other related documents as placed before the Committee be and is hereby approved, and Mr. Vikrant Gandhi, Chief Financial Officer, Mr. Bhavesh Rawal, Finance Controller, Mr. Rajesh Gandhi, Company Secretary, Mr. Bharat Rohra, Co-Head Treasury, Mr. Prashant Chopra, Co-Head Treasury, Mr. Shailendra Dhumiya, Head-Special Projects (CFO Office) and Mr. Pratik Sati, Manager-Treasury of the Company (collectively, the "Authorised Persons") be and are hereby severally to do all such acts, deeds and things as they deem necessary or desirable in connection with the finalisation of the terms of, and completing all applicable requirements for the offer, issue and allotment of the Debentures, including, without limitation the following:

- (a) seeking, if required, any approval, consent or waiver from any/all concerned governmental and regulatory authorities and any other person (including any lenders of the Company), and/or any other approvals, consent or waivers that may be required in connection with the offer, issue and allotment of the Debentures;
- (b) executing the term sheet in relation to the Debentures;
- (c) negotiating, approving and deciding the terms of the offer, issue and allotment of the Debentures and all other related matters;
- (d) seeking the listing of the Debentures on any Stock Exchange, submitting the listing application and taking all actions that may be necessary in connection with obtaining such listing;
- (e) issuing the Debentures through the electronic book mechanism process pursuant to the guidelines and circulars issued by SEBI in this respect, and taking all such action and steps as may be required for the purposes of complying with the relevant guidelines (including the requirements with respect to electronic book mechanism prescribed in Chapter VI (Electronic Book Provider platform) of the Listed NCDs Master Circular ("SEBI EBP Requirements"), and the operational guidelines issued by the relevant electronic book provider), including making all relevant disclosures to the "electronic book provider";
- (f) providing such information/disclosures in accordance with the requirements of the master circular issued by SEBI bearing reference number SEBI/HO/DDHS-PoD1/P/CIR/2023/109 dated March 31, 2023 on "Master Circular for Debenture Trustees" (as updated on May 16, 2024), to the extent applicable in respect of the private placement of debt securities, as amended, modified, supplemented or restated from time to time;
- (g) providing such information/disclosures in accordance with the SEBI NCS Regulations and the requirements of Listed NCDs Master Circular to the extent applicable in respect of the private placement of debt securities, as amended, modified, or restated from time to time;
- (h) preparing, finalising, modifying, amending the general information document / placement memorandum / offer document and key information document and a private placement offer cum application letter (as the case may be) (collectively, the "Disclosure Documents"), in accordance with all applicable laws, rules, regulations and guidelines, and approving the Disclosure Documents;
- (i) finalising the terms and conditions of the appointment of an arranger (if required), a debenture trustee, a registrar and transfer agent, a credit rating agency, a legal counsel, the depository(ies) and such other intermediaries including their successors and their agents, as may be required in relation to the offer, issue and allotment of the Debentures;
- (j) finalising the terms of, and completing all applicable requirements for, the offer, issue and allotment of the Debentures;
- (k) entering into arrangements with the depository(ies) in connection with the offer, issue and allotment of the Debentures in dematerialised form;
- (l) finalising the deemed date of allotment of the Debentures;
- (m) creating and perfecting the Transaction Security as required in accordance with the terms of the Transaction Documents (as defined below) in relation to the offer, issue and allotment of the Debentures;



Avanse Financial Services Ltd.  
 Registered & Corporate Office:  
 Times Square Building, E wing, 4th Floor,  
 Opp. Mittal Industrial Estate, Gamdevi,  
 Andhri-Kurla Road, Marol,  
 Andhri (East), Mumbai 400 059 Maharashtra.

T: +91 22 6859 9999  
 F: +91 22 6859 9900  
 www.avanse.com

ASPIRE WITHOUT BOUNDARIES

CIN : U67120MH1992PLC0268060 - Formerly known as Avanse Financial Services Pvt. Ltd. & Abhivrudhita Holdings Private Limited



Key Information Document issued in conformity with Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, the Master Circular for issue and listing of Non-Convertible Securities dated August 10, 2021 and the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended from time to time.



- (n) negotiating, executing, filing and delivering any documents, instruments, deeds, amendments, papers, applications, notices or letters as may be required in connection with the offer, issue and allotment of the Debentures and co-ordinating with regulatory authorities in connection with the offer, issue and allotment of the Debentures including but not limited to the RBI, SEBI (if so required), the Central Registry of Securitisation Asset Reconstruction and Security Interest of India, any Stock Exchange, the relevant registrar of companies, the Ministry of Corporate Affairs, or any depository(ies), and such other authorities as may be required;
- (o) allotting the Debentures to the successful bidders subject to the Applicable Laws and taking all such steps, actions and carrying out such deeds, including making, preparing, executing, endorsing, filing, submitting corporate actions forms with depositories for crediting the Debentures in dematerialized form;
- (p) to execute all documents with, file forms with and submit applications to any Stock Exchange, the relevant registrar of companies, the Ministry of Corporate Affairs, the Central Registry of Securitisation Asset Reconstruction and Security Interest of India or any depository(ies);
- (q) to sign and/or dispatch all documents and notices to be signed and/or dispatched by the Company under or in connection with the Transaction Documents;
- (r) to take all necessary steps relating to the creation, perfection and registration of charges and also to sign and submit the necessary forms in relation to the Transaction Security and/or the offer, issue and allotment of the Debentures with the relevant registrar of companies, the Central Registry of Securitisation Asset Reconstruction and Security Interest of India, the Ministry of Corporate Affairs, or the depository(ies), and/or any other relevant governmental authorities;
- (s) to pay all stamp duty required to be paid for the offer, issue and allotment of the Debentures, including through any intermediaries that may be authorised in this regard, in accordance with the laws of India and procure the stamped documents from the relevant governmental authorities;
- (t) to approve, finalise, sign, execute and deliver the Transaction Documents and such other agreements, deeds, undertakings, indemnities and documents as may be required, or any of them in connection with the offer, issue and allotment of the Debentures;
- (u) to register or lodge for registration any Transaction Documents, letter(s) of undertakings, declarations, and agreements and other papers or documents as may be required in relation to any of the above with any registering authority or any governmental authority competent in that behalf;
- (v) further delegate all or any of the authorities, powers and rights contemplated herein under to any officials, employees, agents or representative of the Company; and
- (w) to generally do any other act or deed, to negotiate and execute any documents, applications, agreements, undertakings, deeds, affidavits, declarations and certificates in relation to the offer, issue and allotment of the Debentures and the transactions contemplated thereby, and to give such directions as it deems fit or as may be necessary or desirable in relation to the finalisation of the terms of, and completing all applicable requirements for the offer, issue and allotment of the Debentures and the transactions contemplated thereby.

**RESOLVED FURTHER THAT** Catalyst Trusteeship Limited, being a debenture trustee registered with SEBI, who has provided their consent, be and is hereby appointed as the debenture trustee for the benefit of the debenture holders in terms of the draft debenture trustee agreement placed before the Committee for the purpose of the issue of Debentures;

**RESOLVED FURTHER THAT** Credit Rating Information Services of India Limited, being a credit rating agency registered with the SEBI, be and is hereby appointed for obtaining the rating(s) in respect of the issue, offer and allotment of the Debentures;



Avanse Financial Services Ltd.  
 Registered & Corporate Office:  
 Times Square Building, E wing, 4th Floor,  
 Opp. Nital Industrial Estate, Gamdevi,  
 Andhari-Kurla Road, Marol,  
 Andhari (East), Mumbai 400 059 Maharashtra.

T: +91 22 6859 9999  
 F: +91 22 6859 9900  
 www.avanse.com

ASPIRE WITHOUT BOUNDARIES

CIN : U67120MH1992PLC068060 - Formerly known as Avanse Financial Services Pvt. Ltd. & Abhinavdhi Holdings Private Limited



Key Information Document issued in conformity with Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, the Master Circular for issue and listing of Non-Convertible Securities dated August 10, 2021 and the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended from time to time.



**RESOLVED FURTHER THAT** the approval of the Committee be and is hereby given to the Company to appoint Link Intime India Private Limited as the registrar and transfer agent for the issue of the Debentures;

**RESOLVED FURTHER THAT** Mr. Vikrant Gandhi, Chief Financial Officer, Mr. Bhavesh Rawal, Finance Controller, Mr. Rajesh Gandhi, Company Secretary, Mr. Bharat Rohra, Co-Head Treasury, Mr. Prashant Chopra, Co-Head Treasury, Mr. Shailendra Dhupiya, Head-Special Projects (CFO Office) and Mr. Pratik Sati, Manager-Treasury of the Company be and are hereby severally authorised to take all steps and do all things and give such directions as may be required, necessary, expedient or desirable for giving effect to the Transaction Documents, the transactions contemplated therein and the resolutions mentioned herein, including without limitation, to approve, negotiate, finalise, sign, execute, deliver, ratify, amend, supplement and/or issue any of the following, including any amendments, modifications, supplements, restatements or novations thereto (now or in the future) (i) Disclosure Documents; (ii) debenture trust deed, debenture trustee agreement, deed of hypothecation and any other documents required in respect of the creation of security interest over the Company's movable properties and assets, for the issue, offer and allotment of the Debentures (including any powers of attorney in connection thereto), and any other document in relation thereto, (iii) the debenture certificate(s) for the Debentures (if required); (iv) any other documents required for the purposes of the issue, offer and allotment of the Debentures and the transactions contemplated thereby, including but not limited to letters of undertaking, declarations, agreements, reports; and (v) any other document designated as a Transaction Document by the debenture trustee and/or the holders of the Debentures ((i) to (v) are collectively referred to as the "Transaction Documents") and (A) to do all such acts, deeds, matters and things in relation to issuing the Debentures and taking all such action and steps as may be required for the purpose of complying with the applicable guidelines, (B) enter into arrangements with the depositories in connection with the issue of Debentures in dematerialised form, (C) to do all such acts, deeds, matters and things in relation to create and perfecting the security in respect of the Debentures, (D) record the name of the holders of the Debentures in the register of debenture holders of the Company, (E) to undertake such other acts, deeds and things as may be required to give effect to the finalisation of the terms of, and completing all applicable requirements for, the offer, issue, allotment and listing of the Debentures, arrange / get itself admitted and for the Debentures to be admitted to the National Securities Depository Limited and Central Depository Services (India) Limited and to execute or ratify the necessary or requisite agreement(s) with those depositories and the registrar and transfer agent and any other agreements, undertakings or other writings required for the issue, offer and allotment of the Debentures in dematerialised form and (F) to negotiate, finalise and execute any documents in such respect and/or to ratify the same and to do all such acts, deeds, matters and things as may be necessary, incidental or ancillary thereto to give effect to this resolution;

**RESOLVED FURTHER THAT** certified true copy of the resolution be furnished to the concerned person and be requested to act thereon.<sup>79</sup>

//CERTIFIED TO BE TRUE//

**For Avanse Financial Services Limited**

RAJESH  
 PRAVINKUMAR  
 GANDHI

Digitally signed by RAJESH  
 PRAVINKUMAR GANDHI  
 Date: 2024.10.25 12:37:51  
 +05'30'

**Rajesh Gandhi**  
**Company Secretary**  
**ICSI Membership No. A 19086**



Avanse Financial Services Ltd.  
 Registered & Corporate Office:  
 Times Square Building, E wing, 4th Floor,  
 Opp. Mittal Industrial Estate, Gamdevi,  
 Andheri-Kurla Road, Marol,  
 Andheri (East), Mumbai 400 059 Maharashtra.

T: +91 22 6859 9999  
 F: +91 22 6859 9900  
 www.avanse.com

**ASPIRE WITHOUT BOUNDARIES**

CIN : U67120MH1992PLC068060 - Formerly known as Avanse Financial Services Pvt. Ltd. & Abhivudhii Holdings Private Limited

*Key Information Document issued in conformity with Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, the Master Circular for issue and listing of Non-Convertible Securities dated August 10, 2021 and the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended from time to time.*

### APPLICATION FORM

**Date:** [●]  
**Application Form No:** [●]  
**By:** [●]  
 The Compliance Officer  
 Avanse Financial Services Limited

Dear Sir,

We have read and understood the Terms and Conditions of the issue of Debentures contained in the Disclosure Documents including the Risk Factors described in the General Information Document dated [●] and have considered these in making our decision to apply. We bind ourselves to these Terms and Conditions and wish to apply for allotment of these Debentures. The amount payable on application as shown below is remitted herewith. On allotment, please place our name(s) on the Register of Debenture Holder(s).

**(Please read carefully the instructions on the next page before filling this form)**

Debt Tranche	[●]
No. of debentures applied (in figures)	[●]
No. of debentures applied (in words)	[●]
Amount (Rs. In figures)	[●]
Amount (Rs. In words)	[●]
NEFT/RTGS Remittance Details	[●]
Date	[●]

**Applicant's Name & Address in full (please use capital letters)**

[●]	
Telephone: [●]	Fax: [●]

Status: Banking Company ( ) Insurance Company ( ) Others ( ) – please specify ( )

Name of Authorised Signatory	Designation	Signature
[●]	[●]	[●]

**Details of Bank Account (from which the subscription money is remitted)**

Bank Name & Branch	[●]
Beneficiary Name	[●]
Nature of Account	[●]
Account No.	[●]
IFSC/NEFT Code	[●]
UTR No. *	[●]

*Key Information Document issued in conformity with Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, the Master Circular for issue and listing of Non-Convertible Securities dated August 10, 2021 and the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended from time to time.*

**\* Please enclose RTGS alongwith this form.**

We hereby confirm that the payment(s) made towards subscription of the Secured, Rated, Listed, Redeemable Non-Convertible Debentures under Series [●] is made from our bank account(s).

We understand that the interest/principal will be paid to the bank accounts of the beneficiaries as per the list and details of the beneficiaries provided by the Depository i.e. National Securities Depository Limited (NSDL) and Central Depository Services (India) Limited (CDSL), as on the record date. We are agreeable to holding the Debentures of the Company in dematerialised form.

### Depository Details

DP Name	[●]
DP ID	[●]
Client ID	[●]

(\*) We understand that in case of allotment of debentures to us/our Beneficiary Account as mentioned above would be credited to the extent of debentures allotted.

Taxpayers PAN / GIR No.	IT Circle/Ward/District	( ) Not Allotted
[●]	[●]	
Tax Deduction Status	( ) Fully Exempt	( ) Tax to be deducted at Source

### List of KYC docs. To be attached with the Application Form, where applicable:

- Constitution Documents: Certificate of Incorporation, Certificate of commencement of Business, Memorandum & Articles of Association, Regd. Trust Deed in case of Trust, SEBI Registration Certificate in case of Mutual Fund.
- ID Proofs: Certified Copy of PAN Card, Demat Client Master Report
- Address Proof: Form 18 (under Companies Act, 1956) or INC-22 (under Companies Act, 2013) filled with ROC or Certified copy of latest utility bills
- Authorizing docs: Power of Attorney / Board Resolution / Committee Resolution with specimen signatures certified by the Company Secretary
- Any other document as specified in the Disclosure Documents or as may be demanded by the Company or as may be required to be provided under applicable law by the applicant.

We understand and confirm that the information provided in the Disclosure Documents is provided by the Issuer and the same has not been verified by any legal advisors to the Issuer and other intermediaries and their agents and advisors associated with this Issue. We confirm that we have for the purpose of investing in these Debentures, carried out our own due diligence and made our own decisions with respect to investment in these Debentures and have not relied on any representations made by anyone other than the Issuer, if any.

We understand that: (i) in case of allotment of the Debentures to us, our Beneficiary Account as mentioned above would get credited to the extent of the allotted Debentures, (ii) we must ensure that the sequence of names as mentioned in the Application Form matches the sequence of name held with our Depository Participant, (iii) if the names of the Applicant in this application are not identical to and also not in the same order as the Beneficiary Account details with the above mentioned Depository Participant or if the Debentures cannot be credited to our Beneficiary Account for any reason whatsoever, the Company shall be entitled at its sole discretion to reject the application.

We undertake that upon sale or transfer to a subsequent investor or transferee (“**Transferee**”), we shall convey all

*Key Information Document issued in conformity with Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, the Master Circular for issue and listing of Non-Convertible Securities dated August 10, 2021 and the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended from time to time.*

the terms and conditions contained herein and in this Disclosure Document to such Transferee. In the event of any Transferee (including any intermediate or final holder of the Debentures) suing the Issuer (or any person acting on its or their behalf) we shall indemnify the Issuer and also hold the Issuer and each of such person harmless in respect of any claim by any Transferee.

For [●]  
**Authorised Signatory(ies)**

**Initial of the Officer of the company designated to keep the record**  
 \_\_\_\_\_ (Tear here) \_\_\_\_\_

### ACKNOWLEDGEMENT SLIP

Application No: [●]

Date: [●]

Debenture Tranche	Series [●]
No. of debentures applied (in figures)	[●]
No. of debentures applied (in words)	[●]
Amount (Rs. In figures)	[●]
Amount (Rs. In words)	[●]
NEFT/RTGS Remittance Details	[●]

For all further correspondence, please contact the Compliance Officer.

#### INSTRUCTIONS

- ⤴ Application must be completed entirely in English, using BLOCK LETTERS.
- ⤴ Procedure for Issue shall be in accordance with Electronic Book Mechanism Guidelines.
- ⤴ A signature can be made either in English or in any other Indian language.
- ⤴ Application Forms duly completed in all respects, must be lodged at the Company's Registered / Corporate Office.
- ⤴ All transfers/RTGS must be made payable to the Clearing Corporation. Details for RTGS payments are mentioned in the respective Key Information Document:

<b>Name of Bank</b>	[●]
IFSC Code	[●]
Account number	[●]
Name of beneficiary	[●]

- ⤴ Cheques, cash, money orders, postal orders and stock invest will NOT be accepted.
- ⤴ As a matter of precaution against possible fraudulent encashment of interest warrants due to loss/misplacement, one is requested to mention the full particulars of the bank account, as specified in the Application Form.
- ⤴ Interest warrants will then be made out in favour of the bank for credit to one's account. In case the full particulars are not given, cheques will be issued in the name of the applicant at their own risk.
- ⤴ One should mention their Permanent Account Number or the GIR number allotted under Income-Tax Act, 1961 and the Income-Tax Circle/Ward/District. In case where neither the PAN nor GIR number has been allotted, the fact of non-allotment should be mentioned in the Application Form in the space provided.

*Key Information Document issued in conformity with Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, the Master Circular for issue and listing of Non-Convertible Securities dated August 10, 2021 and the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended from time to time.*

- ▲ The application would be accepted as per the terms of the issue outlined in the Information Document / Disclosure Document.
- ▲ The payment(s) towards subscription of the securities shall be made from the bank account(s) of the applicants.
- ▲ Please send the dully filled and signed Application Form to our corporate office address – 4th floor, E-Wing, Times Square, Andheri- Kurla Road, Gamdevi, Marol, Andheri East, Mumbai 400 059, Maharashtra, India

Key Information Document issued in conformity with Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, the Master Circular for issue and listing of Non-Convertible Securities dated August 10, 2021 and the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended from time to time.

## ANNEXURE X

### LIMITED REVIEW REPORT ISSUED BY THE STATUTORY AUDITORS FOR Q1 2024-25

Walker Chandiook & Co LLP

Walker Chandiook & Co LLP  
 16th Floor, Tower III,  
 One International Center,  
 S B Marg, Prabhadevi (W),  
 Mumbai - 400013  
 Maharashtra, India  
 T +91 22 6626 2699  
 F +91 22 6626 2601

**Independent Auditor's Review Report on Standalone Unaudited Quarterly Financial Results of Avanse Financial Services Limited pursuant to the Regulation 52 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (as amended)**

**To the Board of Directors of Avanse Financial Services Limited**

1. We have reviewed the accompanying statement of standalone unaudited financial results ('the Statement') of Avanse Financial Services Limited ('the NBFC') for the quarter ended 30 June 2024, being submitted by the NBFC pursuant to the requirements of Regulation 52 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (as amended) ('Listing Regulations').
2. The Statement, which is the responsibility of the NBFC's management and approved by the NBFC's Board of Directors, has been prepared in accordance with the recognition and measurement principles laid down in Indian Accounting Standard 34, Interim Financial Reporting ('Ind AS 34'), prescribed under section 133 of the Companies Act, 2013 ('the Act'), the circulars, guidelines and directions issued by the Reserve Bank of India ('the RBI') from time to time, applicable to NBFCs ('the RBI guidelines'), and other accounting principles generally accepted in India, and is in compliance with the presentation and disclosure requirements of Regulation 52 of the Listing Regulations. Our responsibility is to express a conclusion on the Statement based on our review.
3. We conducted our review of the Statement in accordance with the Standard on Review Engagements (SRE) 2410, Review of Interim Financial Information Performed by the Independent Auditor of the Entity, issued by the Institute of Chartered Accountants of India. A review of interim financial information consists of making inquiries, primarily of persons responsible for financial and accounting matters, and applying analytical and other review procedures. A review is substantially less in scope than an audit conducted in accordance with the Standards on Auditing specified under section 143(10) of the Act, and consequently, does not enable us to obtain assurance that we would become aware of all significant matters that might be identified in an audit. Accordingly, we do not express an audit opinion.
4. Based on our review conducted as above, nothing has come to our attention that causes us to believe that the accompanying Statement, prepared in accordance with the recognition and measurement principles laid down in Ind AS 34, prescribed under section 133 of the Act, the RBI guidelines, and other accounting principles generally accepted in India, has not disclosed the information required to be disclosed in accordance with the requirements of Regulation 52 of the Listing Regulations, including the manner in which it is to be disclosed, or that it contains any material misstatement, or that it has not been prepared in accordance with the relevant prudential norms issued by the RBI in respect of income recognition, asset classification, provisioning and other related matters.



Page 1 of 2

Chartered Accountants  
 Offices in Ahmedabad, Bengaluru, Chandigarh, Chennai, Guwahati, Hyderabad, Kochi, Kolkata, Mumbai, New Delhi,  
 Raichur and Pune

Walker Chandiook & Co LLP is registered  
 with limited liability with identification  
 number AAC-2005 and has its registered  
 office at L-41, Connaught Circus, Outer  
 Circle, New Delhi, 110001, India

Key Information Document issued in conformity with Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, the Master Circular for issue and listing of Non-Convertible Securities dated August 10, 2021 and the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended from time to time.

**Avanse Financial Services Limited  
Independent Auditor's Review Report on Standalone Unaudited Quarterly Financial Results of  
Avanse Financial Services Limited pursuant to the Regulation 52 of the SEBI (Listing Obligations  
and Disclosure Requirements) Regulations, 2015 (as amended)**

5. The review of standalone unaudited quarterly financial results for the period ended 30 June 2023 and audit of standalone financial results for the year ended 31 March 2024 included in the Statement were carried out and reported by S. R. Batliboi & Co. LLP, who have expressed unmodified conclusion vide their review report dated 02 August 2023 and unmodified opinion vide their audit report dated 30 April 2024, respectively, whose reports have been furnished to us and which have been relied upon by us for the purpose of our review of the Statement. Our conclusion is not modified in respect of this matter.

For Walker Chandok & Co LLP  
Chartered Accountants  
Firm Registration No:001076N/N500013



Manish Gujral  
Partner  
Membership No:105117

UDIN:24105117BKDARG4784

Place: Mumbai  
Date: 12 August 2024



Key Information Document issued in conformity with Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, the Master Circular for issue and listing of Non-Convertible Securities dated August 10, 2021 and the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended from time to time.

<b>Avanse Financial Services Limited</b> CIN: L36712MH11992PLC068060				
Regd office: Times Square Building, E Wing, 4th Floor, Opp. Metal Industrial Estate, Gandevi, Andheri-Kurla Road, Marol, Andheri (East), Mumbai 400 059, Maharashtra T: 022 6859 9999 F: 022 6859 9900 Website: www.avanse.com Email: investorrelations@avanse.com				
<b>STATEMENT OF UNAUDITED STANDALONE FINANCIAL RESULTS FOR THE QUARTER ENDED JUNE 30, 2024</b>				
(Rs. in Lakhs)				
Sr. No.	Particulars	Quarter ended		Year ended
		June 30, 2024	March 31, 2024	March 31, 2024
		Unaudited	Audited (Refer note 3)	Unaudited
				Audited
<b>1</b>	<b>Revenue from operations</b>			
(a)	Interest income	43,308.48	40,565.69	30,157.43
(b)	Fee and commission income	4,759.79	4,254.36	3,117.68
(c)	Net gain on fair value changes	216.32	231.03	325.84
(d)	Net gain on derecognition of financial instrument on amortised cost basis	1,464.63	3,959.66	635.90
	<b>Total revenue from operations</b>	<b>49,749.22</b>	<b>49,010.74</b>	<b>34,236.85</b>
	Other income	165.29	114.19	23.04
	<b>Total income</b>	<b>49,914.51</b>	<b>49,124.93</b>	<b>34,259.89</b>
<b>2</b>	<b>Expenses</b>			
(a)	Finance costs	25,491.27	24,902.29	17,956.89
(b)	Impairment on financial instruments	900.63	2,696.99	1,524.06
(c)	Employee benefits expense	3,746.04	4,653.44	3,068.43
(d)	Depreciation and amortisation	719.26	755.27	407.78
(e)	Other expenses	4,701.79	3,832.77	2,965.81
	<b>Total expenses</b>	<b>35,558.99</b>	<b>36,840.76</b>	<b>25,922.97</b>
<b>3</b>	<b>Profit before tax (1-2)</b>	<b>14,355.52</b>	<b>12,284.17</b>	<b>8,336.92</b>
<b>4</b>	<b>Tax expense</b>			
(a)	Current tax	3,742.47	1,127.32	2,478.83
(b)	Deferred tax	(103.54)	2,058.92	(364.69)
	<b>Total tax expenses</b>	<b>3,638.93</b>	<b>3,186.24</b>	<b>2,114.14</b>
<b>5</b>	<b>Net profit after tax for the period/year (3-4)</b>	<b>10,716.59</b>	<b>9,097.93</b>	<b>6,222.78</b>
<b>6</b>	<b>Other comprehensive income</b>			
(A)	Items that will not be reclassified to profit or loss			
(i)	Remeasurement (loss) / gain on post retirement benefit plans	(27.67)	31.89	(50.95)
(ii)	Income tax on above	6.96	(8.03)	12.82
	Subtotal (A)	(20.71)	23.86	(38.13)
(B)	Items that will be reclassified to profit or loss			
(i)	Change in cash flow hedge reserve	63.19	202.71	(280.78)
(ii)	Income tax on above	(15.90)	(51.02)	70.67
	Subtotal (B)	47.29	151.69	(210.11)
	<b>Total other comprehensive income (A+B)</b>	<b>26.58</b>	<b>175.55</b>	<b>(248.24)</b>
<b>7</b>	<b>Total comprehensive Income (5+6)</b>	<b>10,743.17</b>	<b>9,273.48</b>	<b>5,974.54</b>
<b>8</b>	<b>Earnings per equity share (not annualised for the quarters)</b>			
(a)	Basic EPS (in Rs.) (refer note 10)	4.26	4.20	2.87
(b)	Diluted EPS (in Rs.) (refer note 10)	4.15	4.09	2.81
(c)	Face value per share (in Rs.) (refer note 10)	5.00	5.00	5.00





Key Information Document issued in conformity with Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, the Master Circular for issue and listing of Non-Convertible Securities dated August 10, 2021 and the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended from time to time.


**Notes:**



- The Company is a Non-Deposit taking Non-Banking Financial Company registered with the Reserve Bank of India (RBI), classified as a NBFC - Middle Layer as per the Master Direction - Reserve Bank of India (Non-Banking Financial Company Scale Based Regulation) Directions, 2023.
- The above standalone financial results for the quarter ended June 30, 2024 have been reviewed by the Audit Committee and subsequently approved by the Board of Directors of the Company on August 12, 2024 at their respective meetings and which have been subjected to limited review by the Statutory Auditors of the Company. The financial results for the period ended upto March 31, 2024 were subjected to limited review / audit by the previous statutory auditors.
- The figures for the quarter ended March 31, 2024 represent balancing figures between the audited figures for the year ended March 31, 2024 and year to date figures upto December 31, 2023 which were subjected to limited review by the previous statutory auditors.
- The standalone financial results of the Company have been prepared in accordance with Indian Accounting Standards ('Ind AS') notified under the Companies (Indian Accounting Standards) Rules, 2015 as amended. Accordingly, these standalone financial results together with the results for the comparative reporting period have been prepared in accordance with the recognition and measurement principles laid down in Indian Accounting Standard 34, "Interim Financial Reporting" ('Ind AS 34'), prescribed under section 133 of the Companies Act 2013 ('the Act'), and other recognized accounting practices generally accepted in India, in compliance with Regulation 52 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 ('Listing Regulations') pursuant to circular SEBI/HO/DDHS/DDHS\_Div/P/CIR/2022/000000103 dated July 29, 2022.
- The Company is primarily engaged in the business of financing and accordingly, there are no separate reportable segments as per Ind AS 108 dealing with operating segments.
- The secured, listed, non convertible debentures of the Company are secured by way of first pari passu charge on loan receivables of the Company with an asset cover to the extent of 100% and above as required under Debenture Trust Deed as on June 30, 2024.
- The Company has filed a Draft Red Herring Prospectus (DRHP) dated June 20, 2024 with the Securities and Exchange Board of India, BSE Limited and National Stock Exchange of India Limited in connection with its Initial Public Offering (IPO) of equity shares of face value of Rs 5 each comprising of a fresh issue of Equity Shares aggregating up to Rs 1,000 crore and an offer for sale of Equity Shares aggregating up to Rs 2,500 crore by existing shareholders, subject to receipt of regulatory approvals, market conditions and other considerations. Pursuant to letter dated July 25, 2024 from SEBI, the Company has re-filed the DRHP dated July 31, 2024 with Securities and Exchange Board of India, BSE Limited and National Stock Exchange of India Limited.
- Disclosures pursuant to RBI Notification - RBI/DOR/2021-22/86 DOR.STR.REC.51/21.04.048/2021-22 dated September 24, 2021.
  - Details of transfer through assignment in respect of loans not in default during the quarter ended June 30, 2024

Particulars	Transferred
Count of Loan accounts	754
Amount of Loan transferred through assignment (Rs in Lakhs)	15,546.85
Aggregate consideration received (Rs in Lakhs)	15,546.85
Retention of beneficial economic interest (MRR)	10.00%
Weighted Average Maturity (Residual Maturity) (in months)	90
Weighted Average Holding Period (in months)	37
Coverage of tangible security	Nil
Rating-wise distribution of rated loans	Un-rated

  - The Company has not acquired or sold any stressed loans during the quarter ended June 30, 2024.
- Disclosure in compliance with Regulation 52(4) of the SEBI (Listing Obligation and Disclosure Requirements) Regulation, 2015 for the quarter ended June 30, 2024 is attached in Annexure A.
- The Board of Directors of the Company in its meeting held on April 4, 2024 and Shareholders in the Extraordinary General Meeting held on April 26, 2024 approved the sub-division of equity shares from Rs. 10 per share to Rs. 5 per share. Accordingly, the earnings per share for the earlier periods have been recalculated based on revised number of shares.
- The Company has adopted "Avanse Financial Services Limited Employee Stock Option Plan, 2024" pursuant to the resolution passed by the Board of Directors on May 14, 2024 and a special resolution passed by the Shareholders of the Company at their Extra Ordinary General Meeting held on June 20, 2024.
- During the quarter ended June 30, 2024, the Nomination, Remuneration and Compensation Committee of Directors of the Company, had approved the grant of 1,95,428 stock options to eligible employees.
- Figures for the previous year/periods have been regrouped and/or reclassified wherever considered necessary in conformity with the current period's classification / grouping.

Place : Mumbai  
Date : August 12, 2024

For Avanse Financial Services Limited  
  
Amit Gaiada  
Managing Director & CEO  
DIN - 09494847

Key Information Document issued in conformity with Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, the Master Circular for issue and listing of Non-Convertible Securities dated August 10, 2021 and the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended from time to time.

<b>Avanse Financial Services Limited</b> CIN : L36712MH11992PLC068060 Regd office : Times Square Building, E Wing, 4th Floor, Opp. Mittal Industrial Estate, Ghandevi, Andheri-Kurla Road, Marol, Andheri (East), Mumbai 400 059, Maharashtra T: 022 6859 9999 F: 022 6859 9900 Website : www.avanse.com Email : investorrelations@avanse.com					
<b>Annexure A</b> <b>Disclosure in compliance with Regulation 52(4) of the SEBI (Listing Obligation and Disclosure Requirements) Regulation, 2015 for the quarter ended June 30, 2024.</b>					
Sr. No.	Particulars	Quarter ended			Year ended
		June 30, 2024	March 31, 2024	June 30, 2023	March 31, 2024
1	Debt Equity ratio	2.68	2.76	3.79	2.76
2	Outstanding redeemable preference shares (quantity and value)	-	-	-	-
3	Capital redemption reserve	-	-	-	-
4	Debenture redemption reserve#	-	-	-	-
5	Net worth* (Rs in Lakhs)	3,74,811.95	3,64,451.76	2,37,782.75	3,64,451.76
6	Total debt to total assets (%)	70.01%	70.66%	70.83%	70.66%
7	Net profit margin (%)**	21.54%	18.56%	18.18%	19.85%
8	Sector specific equivalent ratios				
	(a) Gross Non-Performing Assets (GNPA) (%)	0.35%	0.43%	0.63%	0.43%
	(b) Net Non-Performing Assets (NNPA) (%)	0.11%	0.13%	0.19%	0.13%

\* Networth is equal to paid up equity share capital plus other equity less deferred tax assets less intangible assets.

\*\* Net profit margin is net profit after tax divided by revenue from operations.

Note: Debt service coverage ratio, Interest service coverage ratio, Current ratio, Long term debt to working capital ratio, Bad debts to account receivable ratio, Current liability ratio, Debtors turnover, Inventory turnover and Operating margin (%) are not applicable.

#The Company is not required to create debenture redemption reserve in terms of the Companies (Share Capital and Debenture) Rules, 2014 read with the Companies (Share Capital and Debenture) Amendments Rules, 2019.



Key Information Document issued in conformity with Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, the Master Circular for issue and listing of Non-Convertible Securities dated August 10, 2021 and the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended from time to time.

## Annexure XI

### Undertaking for perused of KID by the board



To,  
BSE Limited,  
P.J. Tower, Dalal Street  
Mumbai- 400001.

Dear Sir / Madam,

**Sub: Undertaking for perusal of the General Information Document (“GID”) and Key Information Document (“KID”)**

Dear Sir / Ma'am,

We hereby confirm that the contents of the GID and KID have been perused by the Board of Directors of the Company, pursuant to the SEBI (Issue and Listing of Non-Convertible Debentures) (Second Amendment) Regulations, 2024, for the following issuances:

1. Upto 25,000 Secured, Rated, Listed, Redeemable, Non-convertible Debentures of face value of Rs. 1,00,000/- each aggregating to Rs. 250,00,00,000/- (“Series 40 NCDs”); and
2. Upto 30,000 Secured, Rated, Listed, Redeemable, Non-convertible Debentures of face value of Rs. 1,00,000/- each aggregating to Rs. 300,00,00,000/- (“Series 41 NCDs”)

Thanking you,

Yours faithfully,

For Avanse Financial Services Limited

RAJESH  
PRAVINKUMAR  
AR GANDHI  
Rajesh Gandhi  
Company Secretary  
ICSI Membership No. 19086

Digitally signed by  
RAJESH PRAVINKUMAR  
GANDHI  
Date: 2024.10.29  
17:17:22 +05'30'



Avanse Financial Services Ltd.  
Registered & Corporate Office:  
Teras Square Building, E-wing, 4th Floor,  
Opp. Mittal Industrial Estate, Gamdevi,  
Anarhi-Kurla Road, Marol,  
Anarhi (East), Mumbai 400 059 Maharashtra.

T: +91 22 6859 9999  
F: +91 22 6859 9900  
www.avanse.com

ASPIRE WITHOUT BOUNDARIES

CIN: L67100MH1992PLC000010 - Formerly known as Avanse Financial Services P.A. Ltd. & Abhorvadihi Holdings Private Limited