

ESAF SMALL FINANCE BANK LIMITED



A public limited company having meaning under the Companies Act, 2013
Registered and Corporate Office: Building No. VII/83/8, ESAF Bhavan, Thrissur-Palakkad National Highway,
Mannuthy, Thrissur 680 651, Kerala, India
Date and Place of Incorporation: May 5, 2016, Thrissur, Kerala; **CIN:** L65990KL2016PLC045669;
PAN: AAECCE2619Q; **Registration No:** 045669
Telephone No.: +91 487 7123 907; **Email:** investor.relations@esafbank.com ; **Website:** www.esafbank.com

General Information Document for issue of Debentures on a private placement basis dated: July 08, 2025

ISSUE OF LISTED, RATED, TAXABLE, UNSECURED, TRANSFERABLE, REDEEMABLE, FULLY PAID UP, BASEL II COMPLIANT TIER II SUBORDINATED BONDS IN THE FORM OF NON-CONVERTIBLE DEBENTURES (THE "ISSUE") ON A PRIVATE PLACEMENT BASIS.

BACKGROUND

This General Information Document is related to the Debentures to be issued by ESAF Small Finance Bank Limited (the "Issuer" or "Bank" or "Company") on as private placement basis and contains relevant information and disclosures required for the purpose of issuing of the Debentures under Companies Act, 2013 and rules framed thereunder, SEBI (Issue and Listing of Non-convertible Securities) Regulations, 2021 amended from time to time, the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, and RBI guidelines including the Basel II Guidelines and the relevant SFB Guidelines, as amended from time to time. The issue of the Debentures comprised in the Issue and described under this General Information Document has been authorized by the Issuer through resolutions passed by the shareholders of the Issuer on August 14, 2024 and the Board of Directors of the Issuer on March 21, 2025 read with the resolution passed by the Management Committee of the Board dated July 14, 2025 and the Memorandum and Articles of Association of the Bank. It is hereby clarified that the issue of the Debentures under this General Information Document shall be continued to be made in accordance with and upto the limits specified in any further resolutions under the relevant provisions of Applicable Law by the shareholders of the Company and the Board of Directors of the Company (including any committee thereof) until the validity of this General information Document as specified below.


Period of Validity of General Information Document: This General Information Document shall be valid for a period of one (1) year from the Issue Opening Date of the first offer of Debentures made by the Company under this General Information Document. In respect of the offer of Debentures during the period of validity of this General Information Document, the Company shall file with the Stock Exchange, a Key Information Document with respect to each offer of Debentures, containing details of the private placement and material changes, if any, in the information including the financial information provided in this General Information Document, or any material developments, as applicable.

Key Information Document: Investors to note that each Series of Debentures offered pursuant to this General Information Document shall be subject to the terms and conditions pertaining to the Debentures outlined hereunder as modified/ supplemented by the terms of the respective Key Information Documents filed with the Stock Exchange in relation to such Series and other documents in relation to such issuance including the Private Placement Offer cum Application Letter(s). The terms and conditions contained in this General Information Document shall be read in conjunction with the provisions (as may be mutually agreed between the Bank and respective Debentures Holders from time to time) contained in the respective Key Information Documents, and in case of any repugnancy, inconsistency or where there is a conflict between the terms and conditions as are stipulated in the respective Key Information Documents on one hand, and the terms and conditions in the General Information Document on the other, the provisions contained in the Key Information Documents shall prevail over and override the provisions of this General Information Documents for all intents and purposes.

Part A: Disclosures as per SEBI Debt Listing Regulations:

Please refer pages 1-5 for all information required to be placed on the front page of a general information document as per Schedule I of the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, as amended from time to time.

Please see below the disclosures as required under the terms of the SEBI Debt Listing Regulations (as defined below):

Sr. No.	Particulars	Relevant Disclosures
1	Issuer	 ESAF Small Finance Bank Limited
2	Corporate Identity Number of the Issuer:	L65990KL2016PLC045669
3	Permanent Account Number of the Issuer:	AAECE2619Q
4	Date and place of Incorporation of the Issuer:	May 5, 2016, Thrissur, Kerala
5	Latest registration / identification number issued by any regulatory authority which regulates the Issuer (in this case Reserve Bank of India):	RBI Registration No.: MUM:124
6	Registered & Corporate Office of the Issuer	Building No. VII/83/8, ESAF Bhavan, Thrissur-Palakkad National Highway, Mannuthy, Thrissur 680 651, Kerala, India
7	Telephone No. of the Issuer:	+91 487 7123 907
8	Fax No. of the Issuer	NA
9	Email of the Issuer	investor.relations@esafbank.com
10	Details of the Promoter of the Issuer	1. Name: Kadambelil Paul Thomas Telephone Number: +91 487 7123 907 Email Address: mds@esafbank.com 2. Name: ESAF Financial Holdings Private Limited Telephone Number: +91 9072045500 Email Address: minu.santhosh@esafholdings.com
11	Details of the Chief Financial Officer of the Issuer	Name: Mr. Gireesh C.P. Telephone Number: +91 487 7123 907 Email Address: gireesh.cp@esafbank.com
12	Details of the Compliance Officer of the Issuer	Name: Ranjith Raj P Telephone Number: +91 487 7123 907 Email Address: ranjith.raj@esafbank.com
13	Details of the Company Secretary of the Issuer	Name: Ranjith Raj P Telephone Number: +91 487 7123 907 Email Address: ranjith.raj@esafbank.com
14	Website of the Issuer	www.esafbank.com
15	Details of the Debenture Trustee of the Issue	As per Key Information Document for each issuance
16	Details of the Registrar & Share Transfer Agent of the Issue	 MUFG Intime India Pvt Limited Address: C 101, 247 Park, L B S Marg, Vikhroli West, Mumbai 400 083 Tel: +91 22 49186000 Email: ganesh.jadhav@in.mpms.mufg.com Contact Person: Mr. Ganesh Jadhav

		Website: www.in.mpms.mufg.com
17	Details of credit rating agency for the Issue	As per Key Information Document for each issuance.
18	Details of the Arranger to the Issue	As per Key Information Document for each issuance.
19	Details of the Statutory Auditor	<p>M/s. Kirtane & Pandit LLP, Chartered Accountants Peer Review Certificate No: 014680 Logo: N.A. 5th Floor, Wing – A, Gopal House, S. No. 127/1B/1, Opp. Harshal Hall, Kothrud, Pune – 411029 India. Website: https://www.kirtanepandit.com/ Email address: sandeep.welling@kirtanepandit.com Telephone Number: +91 9821533842 Contact Person: Sandeep Dinanath Welling</p> <p>Abarna & Ananthan, Chartered Accountants Peer Review Certificate No: 014667 Logo: NA 521, 3rd Main Road, 2nd Phase, 6th Block, Banashankari 3rd Stage, Bengaluru 560 085, Karnataka, India Website: N.A Email address: mohanrao@aaca1987.co.in Telephone Number: +91 88 8009 7322 Contact Person: Mohan Rao</p>
20	Date of General Information Document	July 08, 2025
21	Type of General Information Document	This General Information Document is being issued in relation to the private placement of Debentures
22	The nature, number, price and amount of securities offered and issue size (base issue or green shoe), as may be applicable	<p>Issue of listed, rated, taxable, unsecured, transferable, redeemable, fully paid up, Basel II compliant Tier II subordinated bonds in the form of non-convertible debentures on a private placement basis.</p> <p>Issue Size: As per the relevant Key Information Document</p>
23	Issue Schedule	As per Key Information Document for each issuance.
24	Credit Rating of the Issuer & All rating obtained for the private placement of Issue	As per Key Information Document for each issuance.
25	Listing	The Debentures are proposed to be listed on the wholesale debt market of the BSE Limited / Bombay Stock Exchange (“BSE”) and/or NSE Limited (“NSE”), as shall be more particularly set out in the relevant Key Information Document to be issued for each issuance.
26	Eligible Investors	<p>The following class of Investors (except government undertaking) are eligible to participate in the offer (being “Eligible Investors”):</p> <p>a) Qualified Institutional Buyers (QIBs) as defined under Regulation 2 (ss) of SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018 dated September 11, 2018, “Qualified Institutional Buyers” means:</p> <ol style="list-style-type: none"> A mutual fund, venture capital fund, alternative investment fund and foreign venture capital investor registered with SEBI. Foreign portfolio investor other than individuals, corporate bodies and family offices; a public financial institution; a scheduled commercial bank; a multilateral and bi-lateral development financial institution; a state industrial development corporation;

		<p>vii. an insurance bank registered with Insurance Regulatory and Development Authority of India;</p> <p>viii. a provident fund with minimum corpus of Rs.25 Crore Rupees;</p> <p>ix. A Pension Fund with minimum corpus of Rs.25 Crores registered with the Pension Fund Regulatory and Development Authority established under sub-section (1) of section 3 of the Pension Fund Regulatory and Development Authority Act, 2013</p> <p>x. National Investment Fund set up by resolution No: F.No.2/3/2005-DDII dated November 23, 2005 of the Government of India published in the Gazette of India;</p> <p>xi. insurance funds set up and managed by army, navy or air force of the Union of India;</p> <p>xii. Insurance funds set up and managed by the Department of Posts, India; and</p> <p>xiii. Systemically, important Non- Banking Financial Companies</p> <p>b) Any Non-QIB person/ entity who is eligible to invest in the Debentures as per the concerned guidelines and regulations and permitted under Applicable Laws (and in the event the private placement of Debentures is pursuant to an EBP platform, then those non-QIBs who/ which has been authorized by the Issuer, to participate in a particular issue on the EBP platform).</p> <p>Note: Participation by Eligible Investors in the Issue may be subject to statutory and/or regulatory requirements applicable to them in connection with subscription to Indian securities by such categories of persons or entities. Applicants are advised to ensure that they comply with all regulatory requirements applicable to them, including exchange controls and other requirements. Applicants ought to seek independent legal and regulatory advice in relation to the laws applicable to them.</p> <p>**Please note that the Bank shall have the option to access EBP Platform for the issuance of each Series of Debentures, depending on the size of such Series.</p>
27	Coupon / dividend rate, coupon / dividend payment frequency, redemption date, redemption amount and details of debenture trustee	In respect of the Coupon Rate, the Coupon Payment Frequency, the Redemption Date and Redemption Amount in respect of the Debentures, please refer to Section 4.46 (<i>Issue Details</i>) of this General Information Document.
28	Nature and issue size, base issue and green shoe option, if any, shelf or tranche size, each as may be applicable	Issue of listed, rated, taxable, unsecured, transferable, redeemable, fully paid up, Basel II compliant Tier II subordinated bonds in the form of non-convertible debentures on a private placement basis. The issue size of the Debentures shall be as set out in the Key Information Document issued in terms hereof.
29	Details about underwriting of the issue including the amount undertaken to be underwritten by the underwriters:	Not applicable.
30	A disclosure that a copy of the issue document has been delivered for filing to the Registrar of Companies as required under sub-section (4) of Section 26 of Companies Act, 2013 (18 of 2013)	Not applicable as the Debentures under this General Information Document are being issued on private placement basis under Section 42 of Companies Act, 2013.

31	Terms in relation to electronic book mechanism and details pertaining to the uploading of the General Information Document on the Electronic Provider Platform.	<p>**Please note that the Bank shall have the option to access EBP Platform for the issuance of each Series of Debentures, depending on the size of such Series.</p> <p>This Issue, offer and subscription to the Debentures constituting the relevant Series may be made by the Eligible Investors through the electronic book mechanism as prescribed by SEBI and BSE and/or NSE under the EBP Guidelines (as defined below) by placing bids on the EBP Platform during the period of the Issue. The Eligible Investors should also refer to the operational guidelines of the EBP in this respect. The disclosures required pursuant to the EBP Guidelines (as defined below) are set out herein below:</p> <table><tr><td>Issue composition – Details of size of the Issue including green shoe option, if any</td><td>As per Key Information Document for each issuance</td></tr><tr><td>Interest Rate Parameter</td><td>As per Key Information Document for each issuance</td></tr><tr><td>Bid opening and closing date</td><td>As per Key Information Document for each issuance</td></tr><tr><td>Minimum Bid lot</td><td>As per Key Information Document for each issuance</td></tr><tr><td>Manner of bidding in the Issue</td><td>As per Key Information Document for each issuance</td></tr><tr><td>Manner of allotment in the Issue</td><td>As per Key Information Document for each issuance</td></tr><tr><td>Manner of settlement in the Issue</td><td>As per Key Information Document for each issuance</td></tr><tr><td>Trading Lot Size</td><td>As per Key Information Document for each issuance</td></tr><tr><td>Settlement cycle [T+1/ T+2] where T refers to the date of bidding/ issue day</td><td>As per Key Information Document for each issuance</td></tr></table>	Issue composition – Details of size of the Issue including green shoe option, if any	As per Key Information Document for each issuance	Interest Rate Parameter	As per Key Information Document for each issuance	Bid opening and closing date	As per Key Information Document for each issuance	Minimum Bid lot	As per Key Information Document for each issuance	Manner of bidding in the Issue	As per Key Information Document for each issuance	Manner of allotment in the Issue	As per Key Information Document for each issuance	Manner of settlement in the Issue	As per Key Information Document for each issuance	Trading Lot Size	As per Key Information Document for each issuance	Settlement cycle [T+1/ T+2] where T refers to the date of bidding/ issue day	As per Key Information Document for each issuance
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Settlement cycle [T+1/ T+2] where T refers to the date of bidding/ issue day	As per Key Information Document for each issuance																			
32	Specific declaration requested by BSE/NSE: non-equity regulatory capital	As per Key Information Document for each issuance.																		
33	Anchor portion and Anchor Investors	In case the Bank opts for the anchor portion in accordance with Chapter VI of the Debentures Master Circular, the details of such anchor portion and anchor investors shall be disclosed in the relevant Key Information Document for each issuance.																		

ISSUER'S ABSOLUTE RESPONSIBILITY
The Issuer, having made all reasonable inquiries, accepts responsibility for and confirms that this Issue document contains all information with regard to the Issuer and the Issue which is material in the context of the Issue, that the information contained in the Issue Document is true and correct in all material aspects and is not misleading, that the opinions and intentions expressed herein are honestly stated and that there are no other facts, the omission of which make this document as a whole or any of such information or the expression of any such opinions or intentions misleading.
GENERAL RISK
Investment in non-convertible securities is risky, and investors should not invest any funds in such securities unless they can afford to take the risk attached to such investments. Investors are advised to take an informed decision and to read the risk factors carefully before investing in this offering. For taking an investment decision, investors must rely on their examination of the issue including the risks involved in it. Specific attention of investors is invited to statement of risk factors contained under Section 3 of this issue 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.
LISTING

The Debentures are proposed to be listed on the wholesale debt market of the BSE Limited (“BSE”) and/or NSE Limited (“NSE”). The Issuer has obtained an in-principle approval from the Stock Exchange(s), a copy of which is attached herewith in **Annexure VIII**.

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

The designated stock exchange (if applicable) for each issuance / Series shall be as per Key Information Document for each issuance / Series.

CHAPTER V- NON-APPLICABILITY DISCLAIMER

As per Key Information Document for each issuance.

KEY ISSUE DETAILS

ISSUE SCHEDULE

Issue Opening Date	Issue Closing Date	Pay In Date	Deemed Date of Allotment
As per Key Information Document for each issuance.	As per Key Information Document for each issuance.	As per Key Information Document for each issuance.	As per Key Information Document for each issuance.

The Issuer reserves the right to change the Issue programme including the Deemed Date of Allotment (as defined hereinafter) at its sole discretion in accordance with the timelines specified in the Operational Guidelines without giving any reasons or prior notice. In the event any Issue is made through the electronic book platform in accordance with the EBP Guidelines, the Issue will be open for bidding as per bidding window that would be communicated through BSE BOND-EBP Platform/NSE BOND-EBP Platform.

Coupon	Coupon Frequency	Payment	Redemption Date	Redemption Amount
As per Key Information Document for each issuance.	As per Key Information Document for each issuance.	As per Key Information Document for each issuance.	As per Key Information Document for each issuance.	As per Key Information Document for each issuance.

DISCLAIMER

THIS DISCLOSURE DOCUMENTS CONTAIN NO UNSUBSTANTIATED FORWARD-LOOKING STATEMENTS. TO THE EXTENT THERE ARE ANY UNSUBSTANTIATED FORWARD-LOOKING STATEMENTS UNDER THIS GENERAL INFORMATION DOCUMENT, SUCH STATEMENTS SHALL BE CONSIDERED TO BE NULL AND VOID.

TABLE OF CONTENTS

SECTION 1:	DEFINITIONS AND ABBREVIATIONS.....	8
SECTION 2:	NOTICE TO INVESTORS AND DISCLAIMERS.....	13
SECTION 3:	RISK FACTORS	17
SECTION 4:	REGULATORY DISCLOSURES	27
SECTION 5:	TRANSACTION DOCUMENTS AND KEY TERMS	65
SECTION 6:	OTHER INFORMATION AND APPLICATION PROCESS	71
SECTION 7:	DECLARATION.....	84
SECTION 8:	ANNEXURES	87

SECTION 1: DEFINITIONS AND ABBREVIATIONS

Act or Companies Act	Companies Act, 2013, as may be amended from time to time
AGM	Annual General Meeting
Allot/Allotment/Allotted	Unless the context otherwise requires or implies, the allotment of the Debentures pursuant to this Issue.
Applicant	Means a person who has submitted a completed Application Form to the Bank.
Application Form	The form in which an investor can apply for subscription to the Debentures as provided in Annexure V
Application Money	Means the subscription monies paid by the Applicants at the time of submitting the Application Form
Applicable Law(s)	shall mean all applicable statutes, enactments or acts of any legislative body in India, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any Governmental Authority and any modifications or re-enactments thereof in relation to issuance of Debentures.
Articles of Association / AoA	Articles of Association of ESAF Small Finance Bank Limited
Beneficial Owner(s)	Means the holder(s) of the Debentures in dematerialized form as defined under Section 2 of the Depositories Act.
Board/Board of Directors	The Board of Directors of the ESAF Small Finance Bank Limited
Business Day	means any day of the week (excluding non-working Saturdays, Sundays and any day which is a public holiday for the purpose of Section 25 of the Negotiable Instruments Act, 1881 (26 of 1881) (as may be amended/supplemented from time to time) in Mumbai, Maharashtra or Thrissur, Kerala and any other day on which banks are closed for customer business in Mumbai or Thrissur) on which the money market is functioning in Mumbai or Thrissur and “Business Days” shall be construed accordingly.
BSE	Means BSE Limited
Capital Adequacy Ratio	Means the capital adequacy ratio computed/ determined in accordance with the directions and instructions prescribed by the RBI for Small Finance Banks.
CDSL	Means Central Depository Services Limited
CIN	Corporate Identification Number
Constitutional Documents	Means the memorandum of association and the articles of association of the Bank
Control	Shall have the meaning as ascribed to the term in the Companies Act, 2013.
CoR	Certificate of Registration. The Certificate of Registration obtained from the Reserve Bank of India under the Reserve Bank of India Act, 1934
Coupon	In relation to any Series, means the coupon payable on the Debentures constituting that Series, on the Coupon Payment Dates, at the Coupon Rate.
Coupon Payment Date(s)	In respect of any Series, means the payment dates as specified in the Key Information Document issued in respect of that Series, on which Coupon is payable, commencing after the Deemed Date of Allotment.
Coupon Rate	In respect of a Series, means the rate at which Coupon is payable on the Debentures belonging to such Series and shall be as specified in the Key Information Document issued by the Bank in respect of that Series.
SEBI NCS Regulations or SEBI ILNCS Regulations	means the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, as amended, modified, supplemented or restated from time to time.
Debt Listing Regulations or SEBI Debt Listing Regulations	SEBI NCS Regulations, as amended from time to time, Debentures Master Circular (as defined below) and the SEBI LODR Regulations (as defined below) read with the SEBI LODR Master Circular (as defined below), as may be amended, modified, supplemented or restated from time to time.
Debentures/ NCDs / Subordinated Bonds	Means Rated, Taxable, Listed, Unsecured, Redeemable Basel II Compliant Tier II Subordinated Bonds in the form of non-convertible debentures issued by the Bank in terms of this General Information Document, the relevant Key Information Document(s) and the other Transaction Documents, from time to time, to the Debenture Holder(s) in dematerialised form on a Private Placement Basis with an

	option to retain over subscription of an amount as may be specified in the Key Information Document(s).
Deemed Date of Allotment	Shall mean the date on which the Debentures in respect of the concerned Series shall be deemed to be allotted to the Investors. The Deemed Date of Allotment in respect of a Series shall be as set out in the Key Information Document of the relevant Series.
Debenture Holders/ Investors	The holders of the Debentures by the Issuer and means the persons who are, for the time being and from time to time, the holders of the Debentures and whose names appear in the Register of Beneficial Owners (and shall include registered transferees of the Debentures from time to time with the Bank and the Depository)
Trustee/ Debenture Trustee	The debenture trustee appointed on behalf of and for the benefit of the Debenture Holder(s) as specified in the Key Information Document for each issuance.
Debenture Trust Agreement	The trustee agreement executed/ to be executed by and between the Debenture Trustee and the Bank setting out the terms of the appointment of the Trustee in respect of each issuance under the Key Information Document.
Debenture Trust Deed/ DTD/ trust deed	The trust deed executed/ to be executed by and between the Debenture Trustee and the Bank in relation to the Debentures to be issued under the relevant Series the terms of which read along with this General Information Document and other Transaction Documents shall govern the Issue.
Demat	Refers to dematerialized securities which are securities that are in electronic form, and not in physical form, with the entries noted by the Depository.
Depositories Act	The Depositories Act, 1996, as amended from time to time
Depository(ies)	Means the depository with whom the Bank has made arrangements for dematerializing the Debentures, being CDSL or NSDL.
Depository Participant	A depository registered with the SEBI under the Securities and Exchange Board of India (Depositories and Participant) Regulations, 2018, as amended from time to time, in this case being NSDL and CDSL.
Director(s)	Director(s) of the Issuer.
Disclosure Document(s)	Shall mean collectively, (i) this General Information Document, (ii) the Private Placement Offer cum Application Letter(s), and (iii) the relevant Key Information Document, for the issue of the Debentures constituting a particular Series.
DP ID	Depository Participant Identification Number.
Due Date(s)	Means in respect of each Series, any date on which the Debentures Holder(s) are entitled to any payment(s), in accordance with this General Information Document, the relevant Key Information Document(s) or any other Transaction Document.
DRR	Means Debenture Redemption Reserve in term of the provisions of the Companies Act.
EBM	Means 'Electronic Book Mechanism' the process for which is as set out in the EBP Guidelines.
EBP Platform	Means 'Electronic Book Provider' as defined in the EBP Guidelines.
EBP Guidelines	Shall mean Chapter VI of the Debentures Master Circular (as defined below), as may be further updated, amended, modified or replaced from time to time and the related operational guidelines issued by the relevant Electronic Book Provider, as may be amended, clarified or updated from time to time.
EFT	Electronic Fund Transfer
Final Redemption Date	As per Key Information Document of each Issue.
Financial Year / FY	Shall mean each period of 12 (twelve) months commencing on April 1 of any calendar year and ending on March 31 of the subsequent calendar year or the financial year of the Bank used for the purposes of accounting.
General Information Document	means this general information document issued by the Issuer for the issue of the Debentures on a private placement basis in accordance with Applicable Laws.
Governmental Authority	Shall mean the President of India, the Government of India, the Governor of any State of India and the Government of any State in India, any Ministry or Department of the same, any municipal or local government authority, any authority or private body exercising powers conferred by Applicable Law and any court, tribunal or other judicial or quasi-judicial body and shall include, without limitation, a stock exchange and any regulatory body.
ICCL	Indian Clearing Corporation Limited

Indian GAAP	Shall means the generally accepted accounting principles, standards and practices in India or any other prevailing accounting standard in India as may be applicable
Indian Accounting Standard (IND AS)	Shall mean Accounting standard adopted by companies in India and issued under the supervision of Accounting Standards Board (ASB).
Information Utility	Shall mean the National E-Governance Services Limited or any other entity registered as an information utility under the Insolvency and Bankruptcy Board of India (Information Utilities) Regulations, 2017.
Interest Expense	Means all interest payable by the Bank on all borrowings of the Bank and all financial assistance availed by the Bank from any bank, financial institution or any other person
Issue	Shall mean the issue of Rated, Taxable, Listed, Unsecured, Redeemable Basel II Compliant Tier II Subordinated Bonds in the form of Non-Convertible Debentures for cash at par in dematerialized form on a Private Placement Basis in terms of this General Information Document read with the relevant Key Information Document(s).
Issuer Bank / Issuer / Bank / Company	ESAF Small Finance Bank Limited
ISIN	International Securities Identification Number
Investors	Those persons who fall under the category of eligibility to whom this General Information Document along with pricing supplement may be sent with a view to offer the Debentures on private placement basis through this General Information Document read with the relevant Key Information Document.
Key Information Document	Key Information Document means an issue document issued pursuant to this General Information Document for each Series of Debentures in the manner as prescribed under SEBI Debt Listing Regulations, whereby subscription to such Series of the Debentures shall be invited by the Issuer on a private placement basis until the validity of this General Information Document.
Debentures Master Circular / SEBI Master Circular	means the Securities and Exchange Board of India's Master Circular for issue and listing of Non-Convertible Securities, Securitised Debt Instruments, Security Receipts, Municipal Debt Securities and Commercial Paper dated August 10, 2021 (bearing reference no. SEBI/HO/DDHS/P/CIR/2021/613) as updated vide the SEBI circular dated July 7, 2023 (bearing reference no. SEBI/HO/DDHS/PoD1/P/CIR/2023/119) to the extent applicable in respect of the private placement of debt securities, as may be further amended, updated, modified, supplemented or restated from time to time.
Lower Tier II Capital	Shall have the meaning accorded to the term in the Basel II Framework
Majority Debenture Holders	shall mean in respect of any Series, the Debenture Holder(s) holding an aggregate amount representing not less than 75% (Seventy Five Percent) of the outstanding value of the Debentures under that Series for the time being outstanding. It is however clarified that if a resolution is required to be passed in relation to a matter concerning a particular Series only, then the term "Majority Debenture Holder(s)" shall mean the Debenture Holder(s) of that Series holding an aggregate amount representing not less than 75% (Seventy Five Percent) of the value of the nominal amount of the Debentures comprised in that Series for the time being outstanding.
Material Adverse Effect	Means any material adverse effect on or a material adverse change in (a) the business, operations, property, assets, condition (financial or otherwise) or prospects of the Bank; (b) the ability of the Bank to enter into and to perform its obligations under the Transaction Documents or any other related document to which Bank is or will be a party; or (c) the validity or enforceability of the Transaction Documents
N.A.	Not Applicable.
Non-Performing Assets/NPA	Non-Performing Asset (as defined under applicable RBI guidelines).
New Capital Adequacy Framework/Basel II Framework / Basel II Guidelines	means the Reserve Bank of India's circular on "Master Circular – Prudential Guidelines on Capital Adequacy and Market Discipline-New Capital Adequacy Framework (NCAF)" dated July 1, 2015, as amended, modified, supplemented or restated from time to time.
NSDL	Means National Securities Depository Limited
NSE	Means National Stock Exchange of India Limited
NCL	Means NSE Clearing Limited
Outstanding Principal Amounts	In respect of any Series, means, at any date, the principal amount outstanding under the Debentures of that Series.

PAN	Permanent Account Number.
Payments	Shall mean collectively: (i) all payments to be made by the Bank in relation to all of the Bank's obligations and liabilities under or in respect of the Debentures under the relevant Transaction Documents including the redemption / repayment of the Outstanding Principal Amount, payment of Coupon, additional interest in case of default (where applicable); (ii) all monies due and payable to the Trustee including the remuneration payable to the Trustee in terms of and pursuant to the Trustee Agreement and the Trust Deed; and (iii) all fees, costs, charges and expenses and other monies payable hereunder or under any of the Transaction Documents.
Person	Shall mean any individual, partnership, joint venture, firm, corporation, association, limited liability company, trust or other enterprise or any government or political subdivision or any agency, department or instrumentality thereof
Private Placement Offer cum Application Letter	Shall mean the private placement offer cum application letter prepared in compliance with Section 42 of the Companies Act, 2013 read with the Companies (Prospectus and Allotment of Securities) Rules, 2014.
Promoters	has the meaning given to it in the Debt Listing Regulations.
Promoter Group	has the meaning given to it in the Debt Listing Regulations.
Purpose	Shall mean the purpose in accordance with which the Issuer shall utilize the proceeds from the Issue and is as set out in Section 4.46 (<i>Issue Details</i>) of this General Information Document.
Rating Agency	As per Key Information Document for each issuance.
RBI	Means the Reserve Bank of India
Record Date	shall mean in relation to any Due Date on which any payments are scheduled to be made by the Bank to the Debenture Holders, more specifically provided in Key Information Document for each issuance.
R&T Agent	Registrar and Transfer Agent to the Issue, in this case being MUFG Intime India Private Limited or such other registrar appointed by the Bank from time to time.
Register of Beneficial Owners	Means the register of beneficial owners of the Debentures maintained in the records of the Depository, as the case may be.
Register of Debenture Holders	Means the register maintained by the Bank at its registered office and containing the names of the Debenture Holders
REF / Recovery Expense Fund	Shall mean the fund contributed by the Bank towards creation of a recovery expense fund in terms of Chapter IV (Recovery Expenses Fund) of the SEBI Debenture Trustees Master Circular.
ROC	Means the jurisdictional Registrar of Companies
Redemption Amount	Shall mean the amount to be paid by the Bank to the Debenture Holder(s) at the time of the redemption of the Debentures to be calculated in the manner set out in the relevant Disclosure Document and shall include Outstanding Principal Amounts, Coupon, default interest (if any), and any other amounts, if any, in respect of the Debentures, as per the relevant Disclosure Document(s).
Redemption Date	As per Key Information Document for each issuance.
SEBI	Means the Securities and Exchange Board of India
SEBI Debenture Trustees Master Circular/ SEBI DT Master Circular	means the SEBI (Debenture Trustee) Regulations, 1993 read with the master circular issued by SEBI bearing reference number SEBI/HO/DDHS-PoD1/P/CIR/2024/46 dated May 16, 2024 on "Master Circular for Debenture Trustees" to the extent applicable in respect of the private placement of debt securities, as amended, modified, supplemented or restated from time to time.
SEBI LODR Regulations	SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended from time to time.
SEBI LODR Master Circular	the Securities and Exchange Board of India's Master Circular for compliance with the provisions of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 by listed entities dated November 11, 2024 (bearing reference No. SEBI/HO/CFD/PoD2/CIR/P/2024/0155) as may be further updated, amended, supplemented, modified, superseded or replaced from time to time;
SFB Guidelines	Shall mean the Basel II Framework and the guidelines issued by the RBI on November 27, 2014 for licensing of "Small Finance Banks" read with the "Operating Guidelines for Small Finance Banks" dated October 6, 2016, issued by RBI as may be amended

	from time to time, along with all clarifications and guidelines published by RBI in relation thereto.
Series	Any series of Debentures issued under the Issue pursuant to the issue of a Key Information Document and Private Placement Offer cum Application Letter.
Stock Exchange	BSE Limited and/or National Stock Exchange of India Limited
Tax	means any present or future tax (including but not limited to direct taxes, indirect taxes such as goods and services tax, service tax, value added tax or other similar taxes), levy, duty, charge, fees, deductions, withholdings, surcharges, cess, turnover tax, transaction tax, stamp tax or other charge of a similar nature (including any penalty or interest payable on account of any failure to pay or delay in paying the same), now or hereafter, imposed pursuant to any Applicable Law or by any Governmental Authority.
Tier I Capital	means the “Tier I Capital” determined in accordance with the directions/guidelines of the RBI.
Tier II Capital	means the “Tier II Capital” determined in accordance with the directions/guidelines of the RBI.
TDS	Tax Deducted at Source.
Terms & Conditions	Shall mean the terms and conditions pertaining to the Issue as outlined in the Transaction Documents
Transaction Documents	Shall mean the documents executed or to be executed in relation to the issuance of the Debentures as more particularly set out in Section 4.46 (<i>Issue Details</i>).
Upper Tier II Capital	means the “Upper Tier II Capital” determined in accordance with the directions/guidelines of the RBI.
WDM	Wholesale Debt Market.
Wilful Defaulter	Shall mean an Issuer who is categorized as a wilful defaulter by any bank or financial institution or consortium thereof, in accordance with the guidelines on wilful defaulters issued by the Reserve Bank of India and includes an Issuer whose director or promoter is categorized as such in accordance with Regulation 2(ss) of SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021, as amended from time to time.

Undefined terms if any, in the Disclosure Documents shall have the same meaning as provided to the term in the Transaction Documents.

SECTION 2: NOTICE TO INVESTORS AND DISCLAIMERS

2.1 ISSUER'S DISCLAIMER

THE DISCLOSURE DOCUMENTS ARE NEITHER A PROSPECTUS NOR A STATEMENT IN LIEU OF A PROSPECTUS AND SHOULD NOT BE CONSTRUED TO BE A PROSPECTUS OR A STATEMENT IN LIEU OF A PROSPECTUS UNDER THE COMPANIES ACT. THE ISSUE OF DEBENTURES PROPOSED TO BE LISTED ON THE BSE/NSE IS BEING MADE STRICTLY ON A PRIVATE PLACEMENT BASIS IN ACCORDANCE WITH THE APPLICABLE LAW. THE DISCLOSURE DOCUMENTS ARE NOT INTENDED TO BE CIRCULATED TO ANY PERSON OTHER THAN THE ELIGIBLE INVESTOR(S). MULTIPLE COPIES HEREOF GIVEN TO THE SAME ENTITY SHALL BE DEEMED TO BE GIVEN TO THE SAME PERSON AND SHALL BE TREATED AS SUCH. IT DOES NOT CONSTITUTE AND SHALL NOT BE DEEMED TO CONSTITUTE AN OFFER OR AN INVITATION TO SUBSCRIBE TO THE DEBENTURES TO THE PUBLIC IN GENERAL.

AS PER THE APPLICABLE PROVISIONS, IT IS NOT NECESSARY FOR COPY(IES) OF THE DISCLOSURE DOCUMENTS TO BE FILED OR SUBMITTED TO THE SEBI FOR ITS REVIEW AND/OR APPROVAL. THE DISCLOSURE DOCUMENTS HAVE BEEN PREPARED IN CONFORMITY WITH THE SEBI DEBT LISTING REGULATIONS AS AMENDED FROM TIME TO TIME AND APPLICABLE RBI REGULATIONS GOVERNING PRIVATE PLACEMENTS OF DEBENTURES. THE DISCLOSURE DOCUMENTS HAVE BEEN PREPARED SOLELY TO PROVIDE GENERAL INFORMATION ABOUT THE ISSUER TO ELIGIBLE INVESTORS TO WHOM THEY ARE ADDRESSED AND WHO ARE WILLING AND ELIGIBLE TO SUBSCRIBE TO THE DEBENTURES. THE DISCLOSURE DOCUMENTS DO NOT PURPORT TO CONTAIN ALL THE INFORMATION THAT ANY ELIGIBLE INVESTOR MAY REQUIRE. FURTHER, THE DISCLOSURE DOCUMENTS HAVE BEEN PREPARED FOR INFORMATIONAL PURPOSES RELATING TO THIS TRANSACTION ONLY AND UPON THE EXPRESS UNDERSTANDING THAT IT WILL BE USED ONLY FOR THE PURPOSES SET FORTH HEREIN.

NEITHER THESE DISCLOSURE DOCUMENTS NOR ANY OTHER INFORMATION SUPPLIED IN CONNECTION WITH THE DEBENTURES IS INTENDED TO PROVIDE THE BASIS OF ANY CREDIT OR OTHER EVALUATION AND ANY RECIPIENT OF THESE DISCLOSURE DOCUMENTS SHOULD NOT CONSIDER SUCH RECEIPT AS A RECOMMENDATION TO SUBSCRIBE TO ANY DEBENTURES. EACH POTENTIAL INVESTOR CONTEMPLATING SUBSCRIPTION TO ANY DEBENTURES SHOULD MAKE ITS OWN INDEPENDENT INVESTIGATION OF THE FINANCIAL CONDITION AND AFFAIRS OF THE ISSUER, AND ITS OWN APPRAISAL OF THE CREDITWORTHINESS OF THE ISSUER. POTENTIAL INVESTORS SHOULD CONSULT THEIR OWN FINANCIAL, LEGAL, TAX AND OTHER PROFESSIONAL ADVISORS AS TO THE RISKS AND INVESTMENT CONSIDERATIONS ARISING FROM AN INVESTMENT IN THE DEBENTURES AND SHOULD POSSESS THE APPROPRIATE RESOURCES TO ANALYZE SUCH INVESTMENT AND THE SUITABILITY OF SUCH INVESTMENT TO SUCH POTENTIAL INVESTOR'S PARTICULAR CIRCUMSTANCES.

THE ISSUER CONFIRMS THAT, AS OF THE DATE HEREOF, THE DISCLOSURE DOCUMENT(S) (INCLUDING THE DOCUMENTS INCORPORATED BY REFERENCE HEREIN, IF ANY) CONTAINS ALL INFORMATION IN ACCORDANCE WITH THE SEBI NCS REGULATIONS THAT IS MATERIAL IN THE CONTEXT OF THE ISSUE OF THE DEBENTURES, AND IS ACCURATE IN ALL MATERIAL RESPECTS AND DOES NOT CONTAIN ANY UNTRUE STATEMENT OF A MATERIAL FACT OR OMIT TO STATE ANY MATERIAL FACT NECESSARY TO MAKE THE STATEMENTS HEREIN NOT MISLEADING, IN THE LIGHT OF THE CIRCUMSTANCES UNDER WHICH THEY ARE MADE. NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATION NOT CONTAINED OR INCORPORATED BY REFERENCE IN THE DISCLOSURE DOCUMENT(S) OR IN ANY MATERIAL MADE AVAILABLE BY THE ISSUER TO ANY POTENTIAL ELIGIBLE INVESTOR(S) PURSUANT HERETO AND, IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATION MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE ISSUER. THE ISSUER CERTIFIES THAT THE DISCLOSURES MADE IN THE DISCLOSURE DOCUMENTS ARE ADEQUATE AND IN CONFORMITY WITH THE SEBI NCS REGULATIONS AND THE COMPANIES (PROSPECTUS AND ALLOTMENT OF SECURITIES) RULES, 2014. FURTHER, THE ISSUER ACCEPTS NO RESPONSIBILITY FOR STATEMENTS MADE OTHERWISE THAN IN THE DISCLOSURE DOCUMENTS OR ANY OTHER MATERIAL ISSUED BY OR AT THE INSTANCE OF THE ISSUER AND ANYONE PLACING RELIANCE ON ANY SOURCE OF INFORMATION OTHER THAN THE DISCLOSURE DOCUMENTS WOULD BE DOING SO AT ITS OWN RISK.

THE DISCLOSURE DOCUMENTS, THE PRIVATE PLACEMENT OFFER CUM APPLICATION LETTER AND THE RESPECTIVE CONTENTS HEREOF RESPECTIVELY, ARE RESTRICTED ONLY FOR THE INTENDED RECIPIENT(S) WHO HAVE BEEN ADDRESSED DIRECTLY AND SPECIFICALLY THROUGH A COMMUNICATION BY THE ISSUER AND ONLY SUCH RECIPIENTS ARE ELIGIBLE TO APPLY FOR THE DEBENTURES. ALL INVESTORS ARE REQUIRED TO COMPLY WITH THE RELEVANT REGULATIONS/GUIDELINES APPLICABLE TO THEM FOR INVESTING IN THIS ISSUE. THE CONTENTS OF THE DISCLOSURE DOCUMENTS AND/OR THE PRIVATE PLACEMENT OFFER CUM APPLICATION

LETTER ARE INTENDED TO BE USED ONLY BY THOSE INVESTORS TO WHOM IT IS DISTRIBUTED. IT IS NOT INTENDED FOR DISTRIBUTION TO ANY OTHER PERSON AND SHOULD NOT BE REPRODUCED BY THE RECIPIENT.

NO INVITATION IS BEING MADE TO ANY PERSONS OTHER THAN THOSE TO WHOM APPLICATION FORMS ALONG WITH THE DISCLOSURE DOCUMENT(S) BEING ISSUED HAVE BEEN SENT. ANY APPLICATION BY A PERSON TO WHOM THE DISCLOSURE DOCUMENT(S) HAS NOT BEEN SENT BY THE ISSUER SHALL BE REJECTED WITHOUT ASSIGNING ANY REASON.

THE PERSON WHO IS IN RECEIPT OF THE DISCLOSURE DOCUMENTS SHALL NOT REPRODUCE OR DISTRIBUTE IN WHOLE OR IN PART OR MAKE ANY ANNOUNCEMENT IN PUBLIC OR TO A THIRD PARTY REGARDING THE CONTENTS HEREOF WITHOUT THE CONSENT OF THE ISSUER. THE RECIPIENT AGREES TO KEEP CONFIDENTIAL ALL INFORMATION PROVIDED (OR MADE AVAILABLE HEREAFTER), INCLUDING, WITHOUT LIMITATION, THE EXISTENCE AND TERMS OF THE ISSUE, ANY SPECIFIC PRICING INFORMATION RELATED TO THE ISSUE OR THE AMOUNT OR TERMS OF ANY FEES PAYABLE TO US OR OTHER PARTIES IN CONNECTION WITH THE ISSUE. THE DISCLOSURE DOCUMENTS MAY NOT BE PHOTOCOPIED, REPRODUCED, OR DISTRIBUTED TO OTHERS AT ANY TIME WITHOUT THE PRIOR WRITTEN CONSENT OF THE ISSUER. UPON REQUEST, THE RECIPIENTS WILL PROMPTLY RETURN ALL MATERIAL RECEIVED FROM THE ISSUER (INCLUDING THE DISCLOSURE DOCUMENTS) WITHOUT RETAINING ANY COPIES HEREOF. IF ANY RECIPIENT OF THE DISCLOSURE DOCUMENTS DECIDES NOT TO PARTICIPATE IN THE ISSUE, THAT RECIPIENT MUST PROMPTLY RETURN THE DISCLOSURE DOCUMENTS AND ALL REPRODUCTIONS WHETHER IN WHOLE OR IN PART AND ANY OTHER INFORMATION STATEMENT, NOTICE, OPINION, MEMORANDUM, EXPRESSION OR FORECAST MADE OR SUPPLIED AT ANY TIME IN RELATION THERETO OR RECEIVED IN CONNECTION WITH THE ISSUE TO THE ISSUER.

THE ISSUER DOES NOT UNDERTAKE TO UPDATE THE DISCLOSURE DOCUMENTS TO REFLECT SUBSEQUENT EVENTS AFTER THE DATE OF DISCLOSURE DOCUMENTS AND THUS IT SHOULD NOT BE RELIED UPON WITH RESPECT TO SUCH SUBSEQUENT EVENTS WITHOUT FIRST CONFIRMING ITS ACCURACY WITH THE ISSUER.

NEITHER THE DELIVERY OF THE DISCLOSURE DOCUMENTS NOR ANY SALE OF DEBENTURES MADE HEREAFTER SHALL, UNDER ANY CIRCUMSTANCES, CONSTITUTE A REPRESENTATION OR CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE ISSUER SINCE THE DATE HEREOF.

THE DISCLOSURE DOCUMENTS AND/OR THE PRIVATE PLACEMENT OFFER CUM APPLICATION LETTER DO NOT CONSTITUTE, NOR MAY THEY BE USED FOR OR IN CONNECTION WITH, AN OFFER OR SOLICITATION BY ANYONE IN ANY JURISDICTION IN WHICH SUCH OFFER OR SOLICITATION IS NOT AUTHORIZED OR TO ANY PERSON TO WHOM IT IS UNLAWFUL TO MAKE SUCH AN OFFER OR SOLICITATION. NO ACTION IS BEING TAKEN TO PERMIT AN OFFERING OF THE DEBENTURES OR THE DISTRIBUTION OF THE DISCLOSURE DOCUMENTS AND/OR THE PRIVATE PLACEMENT OFFER CUM APPLICATION LETTER IN ANY JURISDICTION WHERE SUCH ACTION IS REQUIRED. PERSONS INTO WHOSE POSSESSION THE DISCLOSURE DOCUMENTS AND/OR THE PRIVATE PLACEMENT OFFER CUM APPLICATION LETTER COMES ARE REQUIRED TO INFORM THEMSELVES OF, AND TO OBSERVE, ANY SUCH RESTRICTIONS. THE DISCLOSURE DOCUMENTS ARE MADE AVAILABLE TO POTENTIAL INVESTORS IN THE ISSUE ON THE STRICT UNDERSTANDING THAT IT IS CONFIDENTIAL.

2.2 DISCLAIMER CLAUSE OF STOCK EXCHANGES

AS REQUIRED, COPY(IES) OF THE DISCLOSURE DOCUMENTS HAVE BEEN FILED WITH THE BSE/NSE IN TERMS OF THE SEBI DEBT LISTING REGULATIONS. IT IS TO BE DISTINCTLY UNDERSTOOD THAT SUBMISSION OF THE DISCLOSURE DOCUMENTS TO THE BSE/NSE SHOULD NOT IN ANY WAY BE DEEMED OR CONSTRUED TO MEAN THAT THE DISCLOSURE DOCUMENTS HAS BEEN REVIEWED, CLEARED, OR APPROVED BY THE BSE/NSE; NOR DOES THE BSE/NSE IN ANY MANNER WARRANT, CERTIFY OR ENDORSE THE CORRECTNESS OR COMPLETENESS OF ANY OF THE CONTENTS OF THE DISCLOSURE DOCUMENTS, NOR DOES THE BSE/NSE WARRANT THAT THE ISSUER'S DEBENTURES WILL BE LISTED OR WILL CONTINUE TO BE LISTED ON THE BSE/NSE; NOR DOES THE BSE/NSE TAKE ANY RESPONSIBILITY FOR THE SOUNDNESS OF THE FINANCIAL AND OTHER CONDITIONS OF THE ISSUER, ITS PROMOTERS, ITS MANAGEMENT OR ANY SCHEME OR PROJECT OF THE ISSUER.

2.3 DISCLAIMER CLAUSE OF SEBI

IT IS TO BE DISTINCTLY UNDERSTOOD THAT FILING OF THE ISSUE DOCUMENT TO THE SECURITIES AND EXCHANGE BOARD OF INDIA (SEBI) SHOULD NOT IN ANY WAY BE DEEMED OR CONSTRUED TO MEAN THAT THE SAME HAS BEEN CLEARED OR APPROVED BY SEBI. SEBI DOES NOT TAKE ANY RESPONSIBILITY EITHER FOR THE

FINANCIAL SOUNDNESS OF ANY SCHEME OR THE PROJECT FOR WHICH THE ISSUE IS PROPOSED TO BE MADE OR FOR THE CORRECTNESS OF THE STATEMENTS MADE OR OPINIONS EXPRESSED IN THE ISSUE DOCUMENT. THIS REQUIREMENT IS TO FACILITATE INVESTORS TO TAKE AN INFORMED DECISION FOR MAKING INVESTMENT IN THE PROPOSED ISSUE.

2.4 DISCLAIMER CLAUSE OF RBI

THE ISSUER IS HAVING A LICENSE PURSUANT TO SECTION 22(1) OF THE BANKING REGULATION ACT, 1949 DATED MAY 12, 2017 TO CARRY ON SMALL FINANCE BANKING BUSINESS IN INDIA. HOWEVER, THE RBI DOES NOT ACCEPT ANY RESPONSIBILITY OR GUARANTEE ABOUT THE PRESENT POSITION AS TO THE FINANCIAL SOUNDNESS OF THE ISSUER OR THE CORRECTNESS OF ANY OF THE STATEMENTS OR REPRESENTATIONS MADE OR OPINION EXPRESSED BY THE ISSUER AND FOR REPAYMENT OF DEPOSITS/DISCHARGE OF LIABILITIES BY THE ISSUER.

2.5 DISCLAIMER CLAUSE OF THE SOLE ARRANGER

THE ISSUER HEREBY DECLARES THAT IT HAS EXERCISED DUE-DILIGENCE TO ENSURE COMPLETE COMPLIANCE WITH PRESCRIBED DISCLOSURE NORMS IN THE DISCLOSURE DOCUMENTS. THE ONLY ROLE OF THE SOLE ARRANGER WITH RESPECT TO THE DEBENTURES IS CONFINED TO ARRANGING PLACEMENT OF THE DEBENTURES ON THE BASIS OF THE DISCLOSURE DOCUMENTS AS PREPARED BY THE ISSUER. WITHOUT LIMITING THE FOREGOING, THE SOLE ARRANGER IS NOT ACTING, AND HAS NOT BEEN ENGAGED TO ACT, AS AN UNDERWRITER, MERCHANT BANKER OR OTHER INTERMEDIARY WITH RESPECT TO THE DEBENTURES. THE ISSUER IS SOLELY RESPONSIBLE FOR THE TRUTH, ACCURACY AND COMPLETENESS OF ALL THE INFORMATION PROVIDED IN THE DISCLOSURE DOCUMENTS. NEITHER IS THE SOLE ARRANGER RESPONSIBLE FOR PREPARING, CLEARING, APPROVING, SCRUTINIZING OR VETTING THE DISCLOSURE DOCUMENTS, NOR IT IS RESPONSIBLE FOR DOING ANY DUE-DILIGENCE FOR VERIFICATION OF THE TRUTH, CORRECTNESS OR COMPLETENESS OF THE CONTENTS OF THE DISCLOSURE DOCUMENTS. THE SOLE ARRANGER SHALL BE ENTITLED TO RELY ON THE TRUTH, CORRECTNESS AND COMPLETENESS OF THE DISCLOSURE DOCUMENTS. IT IS TO BE DISTINCTLY UNDERSTOOD THAT THE AFORESAID USE OF THE DISCLOSURE DOCUMENTS BY THE SOLE ARRANGER SHOULD NOT IN ANY WAY BE DEEMED OR CONSTRUED TO MEAN THAT THE DISCLOSURE DOCUMENTS HAVE BEEN PREPARED, CLEARED, APPROVED, SCRUTINIZED OR VETTED BY THE SOLE ARRANGER. NOR SHOULD THE CONTENTS OF THE DISCLOSURE DOCUMENTS IN ANY MANNER BE DEEMED TO HAVE BEEN WARRANTED, CERTIFIED OR ENDORSED BY THE SOLE ARRANGER AS TO THE TRUTH, CORRECTNESS OR COMPLETENESS THEREOF. EACH RECIPIENT MUST SATISFY ITSELF AS TO THE ACCURACY, RELIABILITY, ADEQUACY, REASONABLENESS OR COMPLETENESS OF THE DISCLOSURE DOCUMENTS.

EACH RECIPIENT OF THE DISCLOSURE DOCUMENTS ACKNOWLEDGES THAT:

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

2.6 DISCLAIMER IN RESPECT OF JURISDICTION

THIS ISSUE IS MADE IN INDIA TO INVESTORS AS SPECIFIED UNDER THE PARAGRAPH TITLED “ELIGIBLE INVESTORS” OF THE DISCLOSURE DOCUMENTS, WHO SHALL BE/HAVE BEEN IDENTIFIED UPFRONT BY THE ISSUER. THE DISCLOSURE DOCUMENTS DO NOT CONSTITUTE AN OFFER TO SELL OR AN INVITATION TO SUBSCRIBE TO DEBENTURES OFFERED HEREBY TO ANY PERSON TO WHOM IT IS NOT SPECIFICALLY ADDRESSED. ANY DISPUTES ARISING OUT OF THIS ISSUE WILL BE SUBJECT TO THE EXCLUSIVE JURISDICTION OF THE COURTS AND TRIBUNALS AT MUMBAI. THE DISCLOSURE DOCUMENTS DO NOT CONSTITUTE AN OFFER TO SELL OR AN INVITATION TO SUBSCRIBE TO THE DEBENTURES HEREIN, IN ANY OTHER JURISDICTION TO ANY PERSON TO WHOM IT IS UNLAWFUL TO MAKE AN OFFER OR INVITATION IN SUCH JURISDICTION.

2.7 DISCLAIMER IN RESPECT OF RATING AGENCIES

RATINGS ARE OPINIONS ON CREDIT QUALITY AND ARE NOT RECOMMENDATIONS TO SANCTION, RENEW, DISBURSE OR RECALL THE CONCERNED BANK FACILITIES OR TO BUY, SELL OR HOLD ANY SECURITY. THE RATING AGENCY HAS BASED ITS RATINGS ON INFORMATION OBTAINED FROM SOURCES BELIEVED BY IT TO BE ACCURATE

AND RELIABLE. THE RATING AGENCY DOES NOT, HOWEVER, GUARANTEE THE ACCURACY, ADEQUACY OR COMPLETENESS OF ANY INFORMATION AND IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS OR FOR THE RESULTS OBTAINED FROM THE USE OF SUCH INFORMATION. MOST ENTITIES WHOSE BANK FACILITIES/INSTRUMENTS ARE RATED BY THE RATING AGENCY HAVE PAID A CREDIT RATING FEE, BASED ON THE AMOUNT AND TYPE OF BANK FACILITIES/INSTRUMENTS.

2.8 ISSUE OF DEBENTURES IN DEMATERIALIZED FORM

THE DEBENTURES WILL BE ISSUED IN DEMATERIALIZED FORM. THE ISSUER HAS MADE ARRANGEMENTS WITH THE DEPOSITORIES FOR THE ISSUE OF THE DEBENTURES IN DEMATERIALIZED FORM. INVESTORS WILL HAVE TO HOLD THE DEBENTURES IN DEMATERIALIZED FORM AS PER THE PROVISIONS OF DEPOSITORIES ACT. THE ISSUER SHALL TAKE NECESSARY STEPS TO CREDIT THE DEBENTURES ALLOTTED TO THE BENEFICIARY ACCOUNT MAINTAINED BY THE INVESTOR WITH ITS DEPOSITARY PARTICIPANT. THE ISSUER WILL MAKE THE ALLOTMENT TO THE INVESTORS ON THE DEEMED DATE OF ALLOTMENT AFTER VERIFICATION OF THE APPLICATION FORM, THE ACCOMPANYING DOCUMENTS AND ON REALIZATION OF THE APPLICATION MONEY.

2.9 UNDERTAKING BY THE ISSUER

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

SECTION 3: RISK FACTORS

DISCLAIMER: PLEASE NOTE THAT ONLY THOSE PERSONS TO WHOM THE DISCLOSURE DOCUMENTS HAVE BEEN SPECIFICALLY ADDRESSED ARE ELIGIBLE TO APPLY. HOWEVER, AN APPLICATION, EVEN IF COMPLETE IN ALL RESPECTS, IS LIABLE TO BE REJECTED WITHOUT ASSIGNING ANY REASON FOR THE SAME. THE LIST OF DOCUMENTS PROVIDED ABOVE IS ONLY INDICATIVE, AND AN INVESTOR IS REQUIRED TO PROVIDE ALL THOSE DOCUMENTS / AUTHORIZATIONS / INFORMATION, WHICH ARE LIKELY TO BE REQUIRED BY THE BANK. THE BANK MAY BUT IS NOT BOUND TO REVERT TO ANY INVESTOR FOR ANY ADDITIONAL DOCUMENTS / INFORMATION, AND CAN ACCEPT OR REJECT AN APPLICATION AS IT DEEMS FIT. INVESTMENT BY INVESTORS FALLING IN THE CATEGORIES MENTIONED ABOVE ARE MERELY INDICATIVE AND THE BANK DOES NOT WARRANT THAT THEY ARE PERMITTED TO INVEST AS PER EXTANT LAWS, REGULATIONS, ETC. EACH OF THE ABOVE CATEGORIES OF INVESTORS IS REQUIRED TO CHECK AND COMPLY WITH EXTANT RULES/REGULATIONS/ GUIDELINES, ETC. GOVERNING OR REGULATING THEIR INVESTMENTS AS APPLICABLE TO THEM AND THE BANK IS NOT, IN ANY WAY, DIRECTLY OR INDIRECTLY, RESPONSIBLE FOR ANY STATUTORY OR REGULATORY BREACHES BY ANY INVESTOR, NEITHER IS THE BANK REQUIRED TO CHECK OR CONFIRM THE SAME.

The following are the risks relating to the Bank, the Debentures and the market in general envisaged by the management of the Bank. Potential Investors should carefully consider all the risk factors stated in the Disclosure Documents for evaluating the Bank and its business and the Debentures before making any investment decision relating to the Debentures. The Bank believes that the factors described below represent the principal risks inherent in investing in the Debentures. Potential Investors should also read the detailed information set out elsewhere in the Disclosure Documents and reach their own views prior to making any investment decision.

If any of the following stated risks actually occur, the Bank's business, financial conditions and results of operations could suffer and, therefore, the value of the Debentures could decline and/or the Bank's ability to meet its obligations in respect of the Debentures could be affected. More than one risk factor may have simultaneous effect with regard to the Debentures such that the effect of a particular risk factor may not be predictable. In addition, more than one risk factor may have a compounding effect which may not be predictable. No prediction can be made as to the effect that any combination of risk factors may have on the value of the Debentures and/or the Bank's ability to meet its obligations in respect of the Debentures. Potential Investors should perform their own independent investigation of the financial condition and affairs of the Bank, and their own appraisal of the creditworthiness of the Bank. Potential Investors should consult their own financial, legal, tax and other professional advisors as to the risks and investment considerations with respect to the Debentures. Eligible Investors should thereafter reach their own views prior to making any investment decision.

These risks and uncertainties are not the only issues that the Bank faces. Additional risks and uncertainties not presently known to the Bank or that the Bank currently believes to be immaterial may also have a material adverse effect on its financial condition or business. Unless specified or quantified in the relevant risk factors, the Bank is not in a position to quantify the financial or other implications of any risk mentioned herein below.

The Bank believes that the factors described below represent the principal risks inherent in investing in the Debentures, but the inability of the Bank, as the case may be, to pay principal or other amounts on or in connection with any Debentures may occur for other reasons and the Bank does not represent that the statements below regarding the risks of holding any Debentures are exhaustive.

Please note that unless specified or quantified in the relevant risk factors, the Bank is not in a position to quantify the financial or other implications of any risk mentioned herein below:

i. REPAYMENT IS SUBJECT TO THE CREDIT RISK OF THE ISSUER.

Eligible investors should be aware that receipt of any coupon payment and principal amount (i.e. the redemption amount) and any other amounts that may be due in respect of the Debentures at maturity is subject to the credit risk of the Bank. Any stated credit rating of the Bank reflects the independent opinion of the rating agency as to the creditworthiness of the rated entity but is not a guarantee of credit quality of the Bank. Any downgrading of the credit ratings of the Bank or its parent or affiliates, by any rating agency could result in a reduction in the value of the Debentures. Potential investors assume the risk that the Bank will not be able to satisfy their obligations under the Debentures. In the event that bankruptcy proceedings or composition, scheme of arrangement or similar proceedings to avert bankruptcy are instituted by or against the Issuer, the payment of sums due on the Debentures may not be made or may be substantially reduced or delayed.

The Bank has institutionalised a systematic credit evaluation process monitoring the performance of its asset portfolio on a regular and continual basis to detect any material development, and constantly evaluate the changes and developments in sectors in which it has substantial exposure. The Bank will also endeavour to undertake a periodic review of its entire asset portfolio with a view to determine the portfolio valuation, identify potential areas of action and devise appropriate strategies thereon. Despite these efforts, there can be no assurance that repayment or coupon payment default will not occur and/or there will be no adverse effect on the Bank's financial results and/or operations as a result thereof.

In performing its credit assessment, the Bank relies largely on information furnished by or on behalf of its borrowers, including financial information, based on which the Bank performs its credit assessment. The Bank depends on the accuracy and completeness of information about customers and counterparties and any misrepresentation, errors or incompleteness of such information could cause its business to suffer. The Bank may also depend on certain representations and undertakings as to the accuracy, correctness and completeness of information, and the verification of the same by agencies to which such functions are outsourced. Any such information if materially misleading may increase the risk of default and could adversely impact the financial condition, financial results and/or operations of the Bank. There can be no assurance that repayment or coupon payment default will not occur and/or there will be no adverse effect on the Bank's financial results and/or operations as a result thereof.

A majority portion of the Bank's assets under management (excluding inter-corporate deposits) is secured by assets, moveable and immovable. The value of the security/collateral granted in favor of the Bank, as the case may be, may decline due to adverse market and economic conditions (both global and domestic), delays in insolvency, winding up and foreclosure proceedings, defects in title, difficulty in locating moveable assets, inadequate documentation in respect of assets secured and the necessity of obtaining regulatory approvals for the enforcement of the Bank's security over the assets comprising its security and the Bank may not be able to recover the estimated value of the assets, thus exposing it to potential losses. There can be no assurance that repayment or coupon payment default will not occur and/or there will be no adverse effect on the Bank's financial results and/or operations as a result thereof.

Any delay in enforcing the collateral due to delays in enforcement proceedings before Indian courts or otherwise could also expose the Bank to potential losses. Although the Bank regularly reviews its credit exposures, defaults may arise from events or circumstances that are difficult to detect or foresee. There can be no assurance that repayment or coupon payment default will not occur and/or there will be no adverse effect on the Bank's financial results and/or operations as a result thereof.

ii. THE SECONDARY MARKET FOR DEBENTURES MAY BE ILLIQUID.

The Debentures may be very illiquid, and no secondary market may develop in respect thereof. Even if there is a secondary market for the Debentures, it is not likely to provide significant liquidity. An illiquid market may have an adverse impact on the price at which the Debentures may be sold in the secondary market. Any such Debenture so purchased may be required to be held or resold or surrendered for cancellation. To the extent that an issue of Debentures becomes illiquid, an Investor may have to hold the Debenture until redemption to realize value.

Further, the Bank may not be able to issue any further Debentures, in case of any disruptions in the securities market.

iii. CREDIT RISK & RATING DOWNGRADE RISK

The Bank cannot guarantee that the credit rating provided by the Rating Agency(ies) and as disclosed in the Disclosure Documents will not be downgraded. In the event of deterioration in the financial health of the Bank, there is a possibility that the Rating Agency may downgrade the rating of the Debentures. In such cases, Eligible Investors may have to take losses on re-valuation of their investment as per their usual norms. Such a downgrade in the credit rating may lower the value of the Debentures and/or the Bank's ability to meet its obligations in respect of the Debentures could be affected.

iv. CHANGES IN INTEREST RATES MAY AFFECT THE PRICE OF DEBENTURES.

The Bank's interest income from lending and gains from trading in debt securities are dependent upon interest rates and their movement. Interest rates are highly sensitive to many factors beyond the control of the Bank, including the monetary policies of the RBI, deregulation of the financial sector in India, domestic and international economic and political conditions, inflation and other factors. Due to these factors, interest rates in India have historically experienced a relatively high degree of volatility. Consequently, there can be no assurance that significant interest rate movements will not have an adverse effect on the Bank's financial results and/or operations.

v. TAX CONSIDERATIONS AND LEGAL CONSIDERATIONS

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

vi. ACCOUNTING CONSIDERATIONS

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

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

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

viii. LEGALITY OF PURCHASE

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

ix. ANY DOWNTURN IN THE MACROECONOMIC ENVIRONMENT IN INDIA COULD ADVERSELY AFFECT OUR BUSINESS, FINANCIAL CONDITION, RESULTS OF OPERATIONS AND CASH FLOWS

Our performance and the growth of our business are necessarily dependent on the health of the overall Indian economy. Therefore, any downturn in the macroeconomic environment in India could adversely affect our business, financial condition, results of operations and cash flows. In addition, an increase in India's trade deficit, a downgrading in India's sovereign debt rating or a decline in India's foreign exchange reserves could increase interest rates and adversely affect liquidity, which could adversely affect the Indian economy and thereby adversely affect our business, financial condition, results of operations and cash flows.

x. CHANGING LAWS, RULES AND REGULATIONS AND LEGAL UNCERTAINTIES, INCLUDING ADVERSE APPLICATION OF TAX LAWS AND REGULATIONS, ACROSS THE MULTIPLE STATES WE OPERATE IN, MAY MATERIALLY ADVERSELY AFFECT OUR BUSINESS, FINANCIAL CONDITION, RESULTS OF OPERATIONS AND CASH FLOWS.

Our business and financial condition could be materially adversely affected by changes in the laws, rules, regulations or directions applicable to us and our businesses, or the interpretations of such existing laws, rules and regulations, or the promulgation of new laws, rules and regulations.

The governmental and regulatory bodies may notify new regulations and/ or policies, which may require us to obtain approvals and licenses from the government and other regulatory bodies, impose onerous requirements and conditions on our operations, in addition to those which we are undertaking currently, or change the manner in which we conduct KYC or authenticate our customers. Any such changes and the related uncertainties with respect to the implementation of new regulations may have a material adverse effect on our business, financial condition, results of operations and cash flows.

In addition, unfavourable changes in or interpretations of existing, or the promulgation of new, laws, rules and regulations including foreign investment laws governing our business, operations and investments in our Bank by non-residents, could result in us being deemed to be in contravention of such laws and/ or may require us to apply for additional approvals.

Tax and other levies imposed by the central and state governments in India that affect our tax liability include central and state taxes and other levies, income tax, turnover tax, goods and service tax, stamp duty and other special taxes and surcharges which are introduced on a temporary or permanent basis from time to time. The final determination of our tax liabilities involves the interpretation of local tax laws and related regulations in each jurisdiction as well as the significant use of estimates and assumptions regarding the scope of future operations and results achieved and the timing and nature of income earned and expenditures incurred. Moreover, the central and state tax scheme in India is extensive and subject to change from time to time. For instance, the Government of India has implemented a comprehensive national goods and services tax (“GST”) regime with effect from July 1, 2017 that combines taxes and levies by the central and state governments into a unified rate structure. Any future increases or amendments may affect the overall tax efficiency of companies operating in India and may result in significant additional taxes becoming payable. If the tax costs associated with certain transactions because of a particular tax risk materializing are greater than anticipated, it could affect the profitability of such transactions.

In addition, un-favourable changes in or interpretations of existing, or the promulgation of new laws, rules and regulations including foreign investment laws governing our business, operations and group structure could result in us being deemed to be in contravention of such laws or may require us to apply for additional approvals. We may incur increased costs and other burdens relating to compliance with such new requirements, which may also require significant management time and other resources, and any failure to comply may adversely affect our business, results of operations and prospects. Uncertainty in the applicability, interpretation or implementation of any amendment to, or change in, governing law, regulation or policy, including by reason of an absence, or a limited body, of administrative or judicial precedent may be time consuming as well as costly for us to resolve and may affect the viability of our current business or restrict our ability to grow our business in the future.

xi. FUTURE LEGAL AND REGULATORY OBSTRUCTIONS

The Bank is subject to stringent regulatory requirements and prudential norms. If the Bank is unable to comply with such laws, regulations and norms it may have an adverse effect on its business, financial condition, results of operations and cash flows.

The Bank is regulated under the Banking Regulation Act, 1949 and has to comply with circulars and directives issued by the RBI that apply to small finance banks. The Banking Regulation Act, 1949 limits the flexibility of shareholders and management of a small finance bank in many ways, including by way of specifying certain matters for which a banking company would require RBI approval. The SFB Guidelines require the Bank to comply with certain conditions in order to operate its business. In case the Bank fails to comply with the applicable directives and reporting requirements or meet the prescribed prudential norms, RBI may charge penalties, restrict its banking activities or otherwise enforce increased scrutiny and control over its banking operations, including by way of withholding approvals, or issuing conditional approvals, in respect of any proposed actions for which the Bank may seek RBI approval in the future, or even cancel its banking license. If the Bank is unable to comply with laws and regulations applicable to a small finance bank, it may have an adverse effect on its business, financial condition, results of operations and cash flows.

The Bank has highlighted below some of the more material rules and regulations that it needs to comply with as a small finance bank.

xii. ANY DOWNGRADING OF INDIA’S SOVEREIGN RATING BY AN INTERNATIONAL RATING AGENCY(IES) MAY AFFECT THE BANK’S BUSINESS AND ITS LIQUIDITY TO A GREAT EXTENT.

Any adverse revision to India’s credit rating for domestic and international debt by international rating agencies may adversely impact its ability to raise additional finances at favourable interest rates and other commercial terms. This could have an adverse effect on the Bank’s growth, financial performance and our operations.

- (a) The occurrence of natural disasters and man-made disasters could adversely affect our business, financial condition results of operations and cash flows. In addition, terrorist attacks and other acts of violence or war as well as civil unrest or rioting in India could create a perception that investment in Indian companies involves a higher degree of risk, thereby adversely affecting the market price of the Debentures.

- (b) Financial difficulty and other problems in certain long-term lending institutions and investment institutions in India could have a negative impact on our business, financial condition, results of operations and cash flows.

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

Not Applicable since the Debentures are unsecured in nature.

xiv. Refusal in listing of any security of the Issuer during last three financial years and current financial year by any of the stock exchanges in India or Abroad:

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

xv. NATURE OF DEBENTURES

The Debentures are subordinated in nature and intended to constitute a part of Lower Tier II regulatory capital of the Issuer. The Debentures and any amounts of interest due thereon are unsecured obligations of the Issuer. Accordingly, the claims of the investors in Debentures in case the Bank goes into liquidation and is being wound up shall be (i) senior to the claims of investors in instruments eligible for inclusion in Tier 1 Capital and in Upper Tier II Capital of the Bank; and (ii) subordinated to the claims of the other creditors of the Bank but shall rank *pari passu* with the other Lower Tier II instruments of the Bank (whether present or future).

xvi. THE DEBENTURES MAY NOT QUALIFY AS TIER II CAPITAL

There is no guarantee that the Debentures qualify as Tier II Capital under the capital adequacy guidelines of RBI. The failure of the Debentures to qualify as Tier II Capital due to any reason, including, changes in law, regulations, interpretations by RBI, would adversely affect the Bank's Capital Adequacy Ratio to the extent of such disallowance.

xvii. OTHER RISKS IN CONNECTION WITH DEBENTURES

The payment of redemption of principal amount of the Debentures would be subject to the requirements of RBI, if any, including requirement of the Debentures not being redeemable at the initiative of the holder of the Debentures or without the consent of the RBI. The monies being raised pursuant to the terms set out herein is for the purposes of augmenting the Tier II Capital of the Bank.

xviii. THE BANK IS NOT REQUIRED TO CREATE A DEBENTURE REDEMPTION RESERVE

As per Section 71 of the 2013 Act, any company that intends to issue debentures must create a DRR to which adequate amounts shall be credited out of the profits of the company until the redemption of the debentures. However, under the Companies (Issuance of Share Capital and Debentures) Rules, 2014, banking companies are presently exempt from this requirement in respect of privately placed debentures. Pursuant to this exemption, the Bank does not intend to create any reserve funds for the redemption of the Debentures. Consequently, the investor may not be able to recover, on a timely basis or at all, the full value of the outstanding amounts and/or the interest accrued thereon in connection with the Debentures.

xix. CHANGES IN GENERAL INTEREST RATES IN THE ECONOMY MAY AFFECT THE PRICE OF DEBENTURES

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

prevailing interest rates. Increased rates of interest, which frequently accompany inflation and/or a growing economy, are likely to have a negative effect on the price of the Debentures.

xx. SUBORDINATED BONDS IN THE NATURE OF NON-CONVERTIBLE DEBENTURES ARE NOT FIXED DEPOSITS

ELIGIBLE INVESTORS PARTICULARLY RETAIL INVESTORS TO NOTE THAT THE SUBORDINATED BONDS IN THE NATURE OF NON-CONVERTIBLE DEBENTURES ARE CAPITAL INSTRUMENTS AND NOT DEPOSITS OF THE BANK AND THEY CANNOT BE USED AS COLLATERAL FOR ANY LOAN MADE BY THE BANK OR ANY OF ITS SUBSIDIARIES OR ASSOCIATES. THE SUBORDINATED BONDS IN THE NATURE OF NON-CONVERTIBLE DEBENTURES ARE DIFFERENT FROM FIXED DEPOSITS AND ARE NOT COVERED BY DEPOSIT INSURANCE ISSUED BY THE DEPOSIT INSURANCE AND CREDIT GUARANTEE CORPORATION. UNLIKE THE FIXED DEPOSITS WHICH ARE REPAYED AT THE OPTION OF DEPOSIT HOLDER, THE SUBORDINATED BONDS IN THE NATURE OF NON-CONVERTIBLE DEBENTURES ARE NOT REDEEMABLE AT THE OPTION OF THE DEBENTURE HOLDERS OR WITHOUT THE CONSENT OF RESERVE BANK OF INDIA.

xxi. LIMITED OR SPORADIC TRADING OF NON-CONVERTIBLE SECURITIES OF THE ISSUER ON STOCK EXCHANGES:

As of date, we are not aware of any limited or sporadic trading of the non-convertible securities of the Issuer on stock exchanges and therefore, this would not be applicable.

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

As of date, the Issuer has not defaulted in compliance with any material covenants agreed to by the Issuer and therefore, this would not be applicable.

xxiii. RISKS RELATED TO THE BUSINESS OF THE ISSUER

(a) Operational and System Risk

The Bank is faced with operational and system risks, which may arise as a result of various factors, viz., improper authorizations, failure of employees to adhere to approved procedures, inappropriate documentation, failure in maintenance of proper security policies, frauds, inadequate training and employee errors. Further, there can also be a security risk in terms of handling information technology related products such as system failures, information system disruptions, communication systems failure which involves certain risks like data loss, breach of confidentiality and adverse effect on business continuity and network security.

If any of the systems do not operate properly or are disabled or if other shortcomings or failures in internal processes or systems are to arise, this could affect the Bank's operations and/or result in financial loss, disruption of Bank's businesses, regulatory intervention and/or damage to its reputation. In addition, the Bank's ability to conduct business may be adversely impacted by a disruption (i) in the infrastructure that supports its businesses and (ii) in the localities in which it is located.

Any failure, inadequacy and security breach in our computer systems may adversely affect our business. Our operations depend on our ability to process a large number of transactions on a daily basis across our network of offices. The financial, accounting or other data processing systems of the Bank may fail to operate adequately or become disabled as a result of events that are beyond its control, including a disruption of electrical or communications services, particularly in the rural areas in which the v operates.

The Bank's operations also rely on the secure processing, storage and transmission of confidential and other information in our computer systems and networks. Its computer systems, software, including software licensed from vendors and networks may be vulnerable to unauthorised access, computer viruses or other malicious code and other events that could compromise data integrity and security and result in identity theft, for which the Bank could potentially be liable.

(b) Any inability of the Bank to attract or retain talented professionals may impact its business operations

The business in which the Bank operates is very competitive and the ability to attract and retain quality talent impacts the successful implementation of growth plans. The Bank may lose many business opportunities and business would suffer if such required manpower is not available on time. The inability of the Bank to replace manpower in a satisfactory and timely manner may adversely affect its business and future financial performance.

(c) **Employee misconduct**

Any kind of employee misconduct may impair the Bank's ability to service clients. It is not always possible to deter employee misconduct and the precautions the Bank takes to detect and prevent this activity may not be effective in all cases.

(d) **Our business is significantly dependent on micro loans and any adverse developments in the microfinance sector could adversely affect our business, financial condition, results of operations and cash flows.**

Our business is significantly dependent on our micro loan segment, which comprises our Microfinance Loans and Other Micro Loans (together, "**Micro Loans**"). Our Microfinance Loans and Other Micro Loans are provided to individuals without being secured by collateral. In order to be given a Microfinance Loan or Other Micro Loan, an individual must be part of a sub-group, which usually comprises two to 10 people. One to five sub-groups combine to form a "sangam". The sangam facilitates the repayment process and other activities among the individuals by holding meetings at regular intervals with sangam members. Until the introduction of the RBI Regulatory Framework for Microfinance Loans Direction, 2022, which was effective from October 17, 2022, we considered all of our loans to individuals who were members of a sub-group to be Micro Loans. Effective from October 17, 2022, we segregated our Micro Loans into Microfinance Loans and Other Micro Loans. A person whose annual household income is up to ₹300,000 is eligible for a Microfinance Loan provided that the percentage of the monthly household income to be used for the repayment of loans (including the new loan) shall be a maximum of 50% of the monthly household income. Household means an individual family unit, i.e., husband, wife and their unmarried children. Persons whose household income is above ₹300,000 can apply for Other Micro Loans. Demand for our Micro Loans is affected by a number of factors, including changes in regulations and policies, any adverse publicity or litigation relating to the microfinance sector and public criticism of the microfinance sector in general.

(e) Majority of our advances are unsecured. If the Bank is unable to recover such advances in a timely manner or at all, our financial condition, results of operations and cash flows would be adversely affected.

(f) The Bank incurs significant operating expenses and any increase in these operating expenses without a corresponding increase in our Net Interest Income and other income combined will adversely affect our financial condition, results of operations and cash flows.

(g) Our business correspondents (which includes ESMACO, a Promoter Group and Group Entity, and Lahanti, a Group Entity) have sourced the majority of our advances. All of our business correspondents work for us on a non-exclusive basis. If any of our business correspondents and in particular ESMACO prefer to promote our competitors' loans over our loans or the agreements between us and them are terminated or not renewed, it would adversely affect our business, financial condition, results of operations and cash flows.

(h) We are subject to inspections by various regulatory authorities, including by the RBI, PFRDA, IRDA and National Pension System Trust. Inspection by the RBI is a regular exercise for all banks and financial institutions. Regulators and external auditors appointed by a regulator have observed various non-compliances by us in the past and have required us to, among other things, take corrective actions and pay compensation. Non-compliance with the observations of such regulators could adversely affect our business, financial condition, results of operations and cash flows.

(i) The Bank is subject to stringent regulatory requirements and prudential norms. If the Bank is unable to comply with such regulations and norms, it may have an adverse effect on our business, financial condition, results of operations and cash flows.

- (j) If we are unable to control the level of gross NPAs in our portfolio effectively or if we are unable to improve our Provisioning Coverage Ratio, our business, financial condition, results of operations and cash flows could be adversely affected.
- (k) **Our non-convertible debentures are listed on the BSE/NSE and we are subject to rules and regulations with respect to such listed non-convertible debentures. If we fail to comply with such rules and regulations, we may be subject to certain penal actions, which may have an adverse effect on our business, results of operations, financial condition and cash flows.**
- (l) Volatility in interest rates could cause our Net Interest Margin to decline and adversely affect our results of operations and cash flows. In addition, an increase in interest rates results in a decrease in the value of our fixed income investments and as a result of the RBI-mandated reserve requirements, we are also more structurally exposed to this risk than banks in many other countries.
- (m) If the Bank is unable to effectively manage our interest rate risk it would have an adverse effect on our Net Interest Margin, which would adversely affect our Net Interest Income and, in turn, our results of operations and cash flows. In addition, an increase in interest rates would result in a decrease in the value of our fixed income securities, which would adversely affect our financial condition, results of operations and cash flows.
- (n) If Bank is unable to secure funding on acceptable terms and at competitive rates when needed, it could have a material adverse effect on our business, financial condition, results of operations and cash flows.
- (o) If the Bank's borrowers who have availed secured loans default, there may be delays and difficulties in enforcing the sale of collateral and we may be unable to recover the expected value of the collateral, which could have a material adverse effect on our financial condition, results of operations and cash flows.
- (p) The Bank depends on the accuracy and completeness of information about customers and any misrepresentation, inaccuracy, errors or incompleteness of such information could cause our business to suffer.
- (q) The Bank has to face intense competition in all our principal products and services and if the Bank is unable to compete effectively it would adversely affect our business, financial condition, results of operations and cash flows.
- (r) If the Bank fails to increase its CASA Ratio, the Bank may have a higher cost of funds than its primary competitors, which could adversely affect its ability to compete for market share unless it decreases its Net Interest Margin.
- (s) The Bank has introduced several new products and services since April 1, 2017 and cannot assure you that such products and services will be profitable in the future. Further, the Bank may be unable to successfully diversify our product portfolio or enter into new lines of business, which may adversely affect our business, financial condition, results of operations and cash flows.
- (t) The Bank may be unable to maintain or renew our statutory and regulatory permits, licences and approvals required to operate our business, which may adversely affect our business, financial condition, results of operation and cash flows.
- (u) The Bank may face asset liability mismatches, which could affect our liquidity and consequently may adversely affect our financial condition, results of operations and cash flows.
- (v) Deterioration in the performance of any industry sector in which the Bank have significant exposure may adversely affect our financial condition, results of operations and cash flows.
- (w) The Bank is exposed to operational risks, including employee negligence, petty theft, burglary and embezzlement and fraud by employees, agents, customers or third parties, which could harm our reputation, business, financial condition, results of operations and cash flows.

- (x) Banking companies in India, including us, may be required to report financial statements as per Ind AS in the future. Differences exist between Ind AS and Indian GAAP. In the future, if we are required to prepare our financial statements in accordance with Ind AS, there is a possibility that our financial condition, results of operations and cash flows could be worse than if we prepared our financial statements in accordance with Indian GAAP.
- (y) The Bank failing to successfully enforce our intellectual property rights or the agreement pursuant to which we have the non-exclusive license to use the trademarks is terminated, our business, results of operations and cash flows would be adversely affected.
- (z) The Bank may lease or licence all of its business premises and any failure to renew such leases or licences or their renewal on terms unfavourable to us may adversely affect our business, financial condition and results of operations and cash flows.
- (aa) Although none of the Bank's employees are in a union, we may face labour disruptions that could interfere with our operations and have an adverse impact on our business, financial condition, results of operations and cash flows.
- (bb) If the Bank incurs a serious uninsured loss or a loss that significantly exceeds the limits of our insurance policies, it could have an adverse effect on our financial condition, results of operations and cash flows.
- (cc) Any non-compliance with law or unsatisfactory service by the third-party service providers engaged by us for certain services could have an adverse impact on our business, results of operations and cash flows.
- (dd) Our business is concentrated in South India, particularly in the states of Kerala and Tamil Nadu, and any adverse change in the economy of South India could have an adverse effect on our financial condition, results of operations and cash flows.
- (ee) If we are unable to secure funding on acceptable terms and at competitive rates when needed, it could have a material adverse effect on our business, financial condition, results of operations and cash flows.
- (ff) If we fail to effectively manage our growth, our business may be adversely affected.
- (gg) Weaknesses, disruptions or failures in IT systems could adversely affect our business.
- (hh) We may face cyber threats attempting to exploit our network to disrupt services to customers and/or theft of sensitive internal data or customer information, which may cause damage to our reputation and adversely affect our financial condition, results of operations and cash flows.
- (ii) We may be unable to maintain or renew certain of our statutory and regulatory permits, licences and approvals required to operate our business.
- (jj) If our risk management policies are ineffective, it could adversely affect our business, financial condition, results of operations and cash flows.
- (kk) We could be subject to volatility in income from our treasury operations, which could have an adverse effect on our results of operations and cash flows.
- (ll) If we breach third-party intellectual property rights it could have an adverse effect on our reputation, business, financial condition, results of operations and cash flows.
- (mm) If we fail to adapt to technological advancements in the financial services sector, it could affect the performance and features of our products and services and reduce our attractiveness to customers.
- (nn) Any non-compliance with mandatory AML, KYC and CFT laws and regulations could expose us to liability and harm our business and reputation.
- (oo) We are required to comply with certain restrictive covenants under our financing agreements. Any non-compliance may lead to, amongst others, accelerated repayment schedule, securitization of assets charged

and suspension of further drawdowns, which may adversely affect our business, financial condition, results of operations and cash flows.

- (pp) We had negative cash flows generated from operating activities for Fiscals 2023 and 2022 and we may experience negative cash flows from operating activities in the future.
- (qq) We are dependent on our Key Managerial Personnel, Senior Management Personnel and other key personnel, and the loss of, or our inability to attract or retain, such persons could adversely affect our business, financial condition, results of operations and cash flows.
- (rr) **We depend on our brand recognition. Negative publicity about our brand, third parties who use the “ESAF” brand, including our Corporate Promoter, and third parties whose products we distribute could damage our reputation and, in turn, our business, financial condition, results of operation and cash flows.**

The “ESAF” brand is owned by ESAF Foundation (formerly known as Evangelical Social Action Forum). We have a licence from ESAF Foundation to use the “ESAF” brand and certain logos. For details, see “Business – Intellectual Property” on page 183 and “–If we fail to successfully enforce our intellectual property rights or are unable to renew our trademark licencing agreement, our business, results of operations and cash flows would be adversely affected” on page 46. We have invested in promoting the “ESAF” brand for our Bank, and we expect to continue to invest in increasing our brand awareness. With the market becoming increasingly competitive, we believe that maintaining and enhancing our brand will become more important for our business. Reputational risk, or the risk to our business, earnings and capital from negative publicity, is inherent in our business. If we experience any negative publicity, it could adversely affect our brand and ability to attract and retain customers. In addition, the brand “ESAF” is used by other entities, including our Corporate Promoter. We have no control over the operations of these entities and our Corporate Promoter and in case any of these entities do something that adversely affects their reputation it could have an adverse effect on our reputation, and in turn on our business, financial condition, results of operations and cash flows.

Furthermore, we distribute several third-party products, including life insurance, general insurance, Atal Pension Yojana and the National Pension System. We have no control over the actions of such third parties. Any regulatory action taken against such third parties or any adverse publicity relating to such party could, in turn, result in negative publicity about us and adversely affect our reputation.

SECTION 4: REGULATORY DISCLOSURES

The General Information Document has been prepared in accordance with the provisions of SEBI Debt Listing Regulations and in this Section, the Issuer has set out the details required as per Schedule I of the SEBI Debt Listing Regulations.

4.1 Documents Submitted to the Exchanges

The following documents have been / shall be submitted to the BSE/NSE:

- (a) This General Information Document;
- (b) A Key Information Document for each issuance made under this General Information Document;
- (c) Memorandum and Articles of Association of the Issuer;
- (d) Necessary resolution(s) for the allotment of the Debentures;
- (e) Copy of last 3 (Three) years audited Annual Reports;
- (f) Statement containing particulars of, dates of, and parties to all material contracts and agreements;
- (g) Copy of the Board resolution dated March 21, 2025 authorizing the issue/offer of tier II subordinated bonds in the nature of non-convertible debentures read together with the resolution passed by the management committee of the board of directors dated [.] and such other resolutions passed by the Board of Directors (and/ or any committee thereof) from time to time for each issuance under a Key Information Document, until the validity of this General Information Document;
- (h) Certified true copy of the shareholders resolution passed by the Bank at the Annual General Meeting held on August 14, 2024 authorizing the Bank to borrow under Section 180(1)(c) of the Act upon such terms as the Board may think fit, upto an aggregate limit of Rs. 7000,00,00,000/- (Rupees Seven Thousand Crores only) and such other resolutions passed by the shareholders of the Bank from time to time for authorizing the Bank to borrow under Section 180(1)(c) of the Act until the validity of this General Information Document.
- (i) An undertaking from the Issuer stating that the Debenture Trust Deed would be executed within the time frame prescribed in the relevant regulations/acts/rules etc. and the same would be uploaded on the website of the BSE/NSE, where the debt securities have been listed.
- (j) Due diligence certificate issued by the Debenture Trustee in the format as specified in Section 44 read with Schedule IVA of the SEBI NCS Regulations for each Issue.
- (k) Any other particulars or documents that BSE/NSE may call for as it deems fit.

4.2 Documents Submitted to the Debenture Trustee

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

- (a) Memorandum and Articles of Association and necessary resolution(s) for the issue and allotment of the debt securities;
- (b) The Debenture Trust Deed;
- (c) The Debenture Trustee Agreement;
- (d) Copy of last three years audited Annual Reports;
- (e) Statement containing particulars of, dates of, and parties to all material contracts and agreements;
- (f) Latest Audited / Limited Review Half Yearly Consolidated (wherever available) and Standalone Financial Information (Profit & Loss statement, Balance Sheet and Cash Flow statement) and auditor qualifications, if any;
- (g) An undertaking to the effect that the Bank would, until the redemption of the debt securities, submit the details mentioned in point (d) above to the Debenture Trustee within the timelines as mentioned in the SEBI LODR Regulations. Further, the Bank shall promptly submit to the Debenture Trustee all the other documents/ intimations as are required to be submitted under the provisions of the SEBI LODR Regulations and other SEBI Regulations as amended from time to time. Further, the Issuer shall as per the timelines provide in the SEBI LODR Regulations and other Applicable Laws, submit a copy of the latest annual report to the Trustee and the Trustee shall be obliged to share the details submitted under this clause with all 'Qualified Institutional Buyers' (QIBs) and other existing debenture-holders within two working days of their specific request.
- (h) This General Information Document.
- (i) The relevant Key Information Document.

4.3 Name, logo, website URL, email address, telephone number and contact person and address of the following key intermediaries in relation to the Issue:

Merchant banker and Co-managers to the issue (Not applicable for private placement. However, if appointed, to be disclosed)	NA
Guarantor(s), if any	NA
Arrangers, if any	As per Key Information Document for each Issuance
Legal Counsel, if any	NA

4.4 About the Issuer:

The following details pertaining to the Issuer:

(a) Overview and a brief summary of the business activities of the Issuer:

ESAF Small Finance Bank Limited was incorporated as ‘ESAF Small Finance Bank Limited’ on May 5, 2016 at Thrissur, Kerala, as a public limited company under the Companies Act, 2013, and was granted the certificate of incorporation by the Registrar of Companies, Kerala at Ernakulam (“RoC”).

Our Corporate Promoter, ESAF Financial Holdings Private Limited was granted in-principle approval to establish a small finance bank (“SFB”), by the RBI, pursuant to its letter dated October 7, 2015

The Bank has its registered and corporate office situated at Building No. VII/83/8, ESAF Bhavan, Thrissur-Palakkad National Highway, Mannuthy, Thrissur 680 651, Kerala.

ESAF Small Finance Bank Limited is a small finance bank with a focus on unbanked and under-banked customer segments, especially in rural and semi-urban areas.

The Bank primarily focuses on the principles of responsible banking, providing customer-centric products and services through the innovative application of technology.

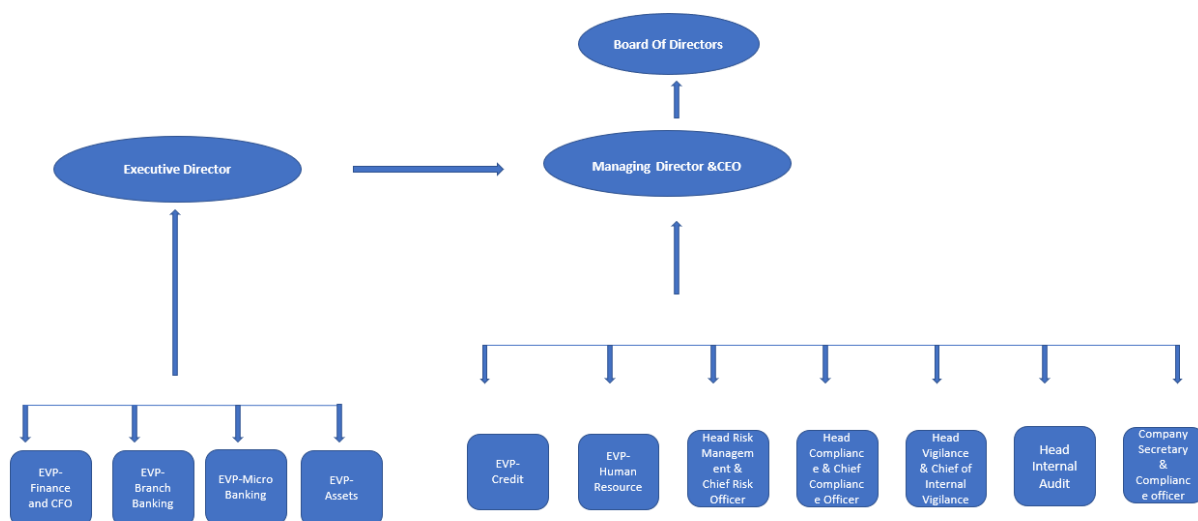
The Bank follows a social business strategy seeking a triple bottom line impact: people; planet; and prosperity. They believe that the social, environmental, and economic outcomes of our business create synergies that have an amplified impact on stakeholders. The legacy of a mission, fighting the partiality of prosperity (i.e., the drive for inclusion of marginalised sections of society and the equity of opportunities) led to the formation of the Bank.

The Bank provides micro, retail and corporate banking, para banking activities such as debit card, third party financial product distribution, in addition to treasury and permitted foreign exchange business.

The Bank’s liability products comprises savings deposits and term deposits which caters to resident/ non-resident customers.

The Bank’s asset products comprise: (a) Micro Loans, which comprises Microfinance Loans and Other Micro Loans; (b) retail loans, which includes gold loans, mortgages, personal loans, and vehicle loans; (c) MSME loans; (d) loans to financial institutions; and (e) agricultural loans.

(b) Structure of the Group:



Since the Issuer does not have any group companies, the Issuer has set out the structure of the Company.

(c) A brief summary of the business activities of the Subsidiaries of the Issuer

NA

(d) Details of branches or units where the issuer carries on its business activities

Particulars	As at March 31, 2025	As at March 31, 2024	As at March 31, 2023
	(actual number, not in million)		
Number of Branches (all of which we operate)	727	693	641
Number of business correspondent-operated banking outlets (in which we have some employees assisting with the operations)	60	60	59
Total number of banking outlets	787	753	700

[WG Note: Details of branches or units where the issuer carries on its business activities, if any may be provided in the form of a static Quick Response (QR) code and web link. If the issuer provides the details of branches or units in the form of a static QR code and web link, the details of the said branches or units shall be provided to the debenture trustee as well and kept available for inspection as specified in clause (g) of paragraph 3.3.41 of Schedule I of the NCS Regulations. A checklist item in the 'Security and Covenant Monitoring System' shall also be included for providing information about branches or units of the issuer to the debenture trustee and confirmation of the same by the debenture trustee.]

(e) Project cost and means of financing, in case of funding of new projects:

N.A.

(f) 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:

N.A.

4.5 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.

- (a) **purpose of the placement:** As per the relevant Key Information Document;
- (b) **break-up of the cost of the project for which the money is being raised:** As per the relevant Key Information Document;
- (c) **means of financing for the project:** As per the relevant Key Information Document;
- (d) **proposed deployment status of the proceeds at each stage of the project:** As per the relevant Key Information Document;

4.6 Expenses of the Issue

S.NO	PARTICULARS	AMOUNT (INR)	PERCENTAGE OF TOTAL ISSUE EXPENSES	PERCENTAGE OF TOTAL ISSUE SIZE
1.	Lead Manager(s) fees	Not applicable as the Debentures under this General Information Document are being issued on private placement basis under Section 42 of Companies Act, 2013, and no lead manager has been appointed for this issuance of Debentures.	N. A	N. A
2.	Underwriting commission	Not applicable as the Debentures under this General Information Document are being issued on private placement basis under Section 42 of Companies Act, 2013, and no underwriting commission is being paid for this issuance of Debentures.	N. A	N. A
3.	Brokerage, selling commission and upload fees	Not applicable as the Debentures under this General Information Document are being issued on private placement basis under Section 42 of Companies Act, 2013, and no brokerage, selling commission and upload fees is being paid for this issuance of Debentures.	N. A	N. A
4.	Fees payable to the registrars to the issue	Not applicable as the Debentures under this General Information Document are being issued on private placement basis under Section 42 of Companies Act, 2013, and no registrar has been appointed for this issuance of Debentures.	N. A	N. A
5.	Fees payable to the legal Advisors	The Issuer is being advised by its in-house legal and compliance team.	N. A	N. A
6.	Advertising and marketing expenses	Not applicable as the Debentures under this General Information Document are being issued on private placement basis under Section 42 of Companies Act, 2013, and no advertising and marketing expenses and upload fees is being paid for this issuance of Debentures.	N. A	N. A
7.	Fees payable to the regulators including stock exchanges	As per Key Information Document for each issuance	As per Key Information Document for each issuance	As per Key Information Document for each issuance
8.	Expenses incurred on printing and distribution of issue stationary	As per Key Information Document for each issuance	As per Key Information Document for each issuance	As per Key Information Document for each issuance

9.	Any other fees, commission and payments under whatever nomenclature	As per Key Information Document for each issuance	As per Key Information Document for each issuance	As per Key Information Document for each issuance
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4.7 Key Operational and Financial Parameters for the last 3 Audited years on a Consolidated and Standalone Basis in respect of the financial information provided under clauses 4.8(a) to 4.8(c) below:

Standalone Audited Financial Statement

BALANCE SHEET

(Rs. in Crore)				
Particulars	As at March 31, 2025	As at December 31, 2024	As at March 31, 2024	As at March 31, 2023
CAPITAL AND LIABILITIES				
Capital	515.43	515.08	514.78	449.47
Employee Stock Options Outstanding	4.04	6.93	5.68	5.88
Reserves and Surplus	1429.58	1,608.57	1,971.33	1,259.65
Deposits	23276.44	22,415.44	19,867.80	14,665.62
Borrowings	1405.73	1,693.43	3,222.53	3,354.20
Other Liabilities and Provisions	547.07	508.13	504.76	488.83
Total	27178.29	26,747.58	26,086.88	20,223.65
ASSETS				
Cash and Balances with Reserve Bank of India	1351.43	1,172.91	1,364.65	739.55
Balances with Banks and Money at Call and Short Notice	627.68	291.87	58.28	27.50
Investments	5995.26	6,667.34	5,541.02	4,888.53
Advances	18027.87	17,537.40	18,293.11	13,924.33
Fixed Assets	300.42	226.20	207.55	187.93
Other Assets	875.63	851.86	622.27	455.81
Total	27178.29	26,747.58	26,086.88	20,223.65
Contingent Liabilities	198.59	2.54	2.19	1.90
Bills for collection				-

PROFIT AND LOSS ACCOUNT

(Rs. in Crore)			
Particulars	Year ended March 31, 2025	Year ended March 31, 2024	Year ended March 31, 2023
I.INCOME			
Interest Earned	3862.22	3,818.43	2,853.66
Other Income	467.09	441.82	287.91
Total	4329.31	4,260.25	3,141.57
II.EXPENDITURE			
Interest Expended	1810.69	1,448.73	1,017.32
Operating Expenses	1961.51	1,648.83	1,230.54
Provisions and Contingencies	1078.50	737.12	591.38
Total	4850.70	3,834.68	2,839.24
III.PROFIT/LOSS			

Net Profit/(Loss) for the period/ year (I - II)	(521.39)	425.57	302.33
Profit brought forward from Previous Year	857.28	542.02	321.50
	335.89	967.59	623.83
IV.APPROPRIATIONS			
Transfer to Statutory Reserve	-	106.39	75.58
Transfer to Capital Reserve	8.67	1.02	0.28
Dividend Paid	36.04	-	-
Transfer to/(from) Investment Fluctuation Reserve Account	-	2.90	5.95
Balance carried over to Balance Sheet	291.18	857.28	542.02
Total	335.89	967.59	623.83
Earnings per share (in Rs) (Face Value of Rs.10/- each)	-	-	-
Basic	(10.13)	8.96	6.73
Diluted	(10.12)	8.94	6.71

CASH FLOW STATEMENT

(Rs. in Crore)

Particulars	Year ended March 31, 2025	Year ended March 31, 2024	Year ended March 31, 2023
Cash Flows from Operating Activities			
Net Profit/(Loss) before tax	(692.97)	570.41	406.04
Adjustments for:			
Depreciation on Fixed Assets	59.25	50.99	41.79
Amortisation of Premium on HTM Investments	0.57	6.48	6.27
Profit on sale of investments (net)	(79.16)	(20.65)	(15.64)
Profit/(Loss) on sale of Fixed Assets	(.09)	(0.09)	0.34
Provision for Non Performing Advances	1496.61	589.02	615.79
Provision/ (Reversal) for Standard Advances	6.11	20.43	(128.11)
Expense on Employee Stock Option	3.95	(0.20)	1.07
Provision for Depreciation on investments	(2.34)	(20.17)	91.39
Provision/ (Reversal) for Other Contingencies	2.46	(7.40)	5.45
	794.39	1,188.83	1,024.40
Adjustments for:			
(Increase)/ Decrease in Investments (other than HTM Investments)	256.21	(106.15)	(397.61)
(Increase)/ Decrease in Advances	(1231.37)	(4,957.80)	(2,903.12)
(Increase)/ Decrease in Fixed Deposit with Banks (Original Maturity greater than 3 months)	(0.32)	(2.38)	-
(Increase)/ Decrease in Other Assets	(79.38)	(166.29)	(169.35)
Increase/ (Decrease) in Deposits	3408.64	5,202.18	1,850.55

Increase/ (Decrease) in Other liabilities and provisions	33.73	2.87	83.43
Direct taxes paid	(5.58)	(160.33)	(61.30)
Net Cash Flows from/(used in) Operating Activities (A)	3176.32	1,000.93	(573.00)
Cash Flows from/(Used in) Investing Activities			
Purchase of Fixed Assets	(152.68)	(71.41)	(71.65)
Proceeds from Sale of Fixed Assets	0.66	0.88	1.07
(Increase)/ Decrease in Held to Maturity Investments	(616.80)	(512.00)	(502.64)
Net Cash Used in Investing Activities (B)	(768.82)	(582.53)	(573.22)
Cash Flows from/(Used in) Financing Activities			
Proceeds from Issue of Share Capital (including Share Premium)	1.21	390.70	-
Share Issue Expenses	-	(23.93)	-
Dividend Paid	(36.03)	-	-
Increase/(Decrease) in Borrowings	(1816.80)	(131.67)	401.36
Cash Flows from/(Used in) Financing Activities (C)	(1851.62)	235.10	401.36
Net Increase/(Decrease) in Cash and Cash Equivalents (A+B+C)	555.88	653.49	(744.86)
Cash and Cash Equivalents at the beginning of year	1,419.91	766.42	1,511.28
Cash and Cash Equivalents at the end of year	1,975.79	1,419.91	766.42

Consolidated Audited Financial Statements

Not Applicable

a. Standalone Basis

(Rs in crore)

	Audited	Audited	Audited
Additional information	31- March 2025	31- March 2024	31- March 2023
Net Worth	1945.01	2,419.17	1709.12
Cash and Cash equivalents	1975.79	1,419.92	766.42
Loans	18027.87	18,293.11	13924.33
Loans (Principal Amount)			
Total Debts to Total assets	5.17%	12.35%	16.59%
Interest Income	3862.22	3,818.43	2853.65
Interest Expense	1810.69	1,448.73	1017.32
Impairment on Financial Instruments	NA	NA	NA
Bad Debts to Loans	NA	NA	NA
% Stage 3 Loans on Loans (Principal Amount)	6.87%	4.76%	2.49%
% Net Stage 3 Loans on Loans (Principal Amount)	2.99%	2.26%	1.13%
Tier I Capital Adequacy Ratio (%)	17.58 %	19.70%	18.12%

Tier II Capital Adequacy Ratio (%)	4.26 %	3.57%	1.71%
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b. Consolidated basis: Not Applicable

4.8 Financial Information:

- (a) The audited financial statements (i.e. Profit & Loss statement, Balance Sheet and Cash Flow statement) both on a standalone and consolidated basis for a period of three completed years which shall not be more than six months old from the date of the issue document or issue opening date, as applicable. Such financial statements should 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”)

Please refer to **Annexure III** for the audited financial statements (i.e. Profit & Loss statement, Balance Sheet and Cash Flow statement) both on a standalone basis for a period of three completed years along with the auditor's report along with the requisite schedules, footnotes, summary etc.

However, if the issuer, being a listed REIT/listed InvIT, has been in existence for a period less than three completed years, and historical financial statements of such REIT/InvIT are not available for some portion or the entire portion of the reporting period of three years and the interim period, the combined financial statements shall be disclosed for the periods for which such historical financial statements are not available.

N. A

- (b) The unaudited financial information with limited review report (for the interim period).

Please refer to **Annexure III** for the financial statements for the financial year ending December 31, 2024.

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

- (i) The issue is made on the Electronic Book Platform of the stock exchange, irrespective of the issue size; and
- (ii) In case of issue of securities on a private placement basis, the issue is open for subscription only to qualified institutional buyers.

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

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

Please refer to **Annexure III** for the audited financial statements (i.e. Profit & Loss statement, Balance Sheet and Cash Flow statement) both on a standalone basis for a period of three completed years along with the auditor's report along with the requisite schedules, footnotes, summary etc.

4.9 Details of any other contingent liabilities of the issuer based on the last audited financial statements including amount and nature of liability:

Particulars	As at March 31, 2025	As at March 31, 2024	As at March 31, 2023
Claims against the Bank not acknowledged as debts	0.46	0.12	-
Liability on account of outstanding forward exchange contracts	195.76	-	-
Guarantees given on behalf of constituents - in India	1.72	1.52	1.40

Acceptances, endorsements and other obligations	-	-	-
Other items for which the Bank is contingently liable	0.66	0.56	0.50

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

Nil

- 4.11 Brief History of the Company since its Incorporation giving details of the following activities

- a. Details of Share Capital as at last quarter ended, i.e. March 31, 2025

Share Capital	Amount in Crores
Authorised	
600,000,000 Equity shares of Rs. 10 each	600.00
TOTAL	600.00
Issued, Subscribed and Fully Paid- up	
51,54,27,452 Equity Shares of face value of ₹10 each	515.42
TOTAL	515.42

- b. Changes in its capital structure as at latest quarter end i.e. March 31, 2025, for the preceding three financial years and current financial year:-

Date (AGM / EGM)	Existing	Revised	Remark
December 29, 2023	449,473,798	514779858	IPO
August 14, 2024	514779858	515080755	ESOP

- c. Details of the equity share capital history of the Bank, for the preceding three financial years and current financial year:-

Date of Allotment	No of Equity Shares	Face Value (in Rs.)	Issue Price (in Rs.)	Consideration	Nature of Allotment	Cumulative Paid Up Capital			Remarks
						No of Equity Shares	Equity Share Capital (Rs. in Cr.)	Equity Share Premium (Rs. in Cr)	
November 09, 2023	65306060	10	60	Cash	Initial Public Offer	514779858	514.77	326.53	IPO
September 24, 2024	94038	10	18.75	Cash	ESOP	514873896	514.87	0.08	ESOP
October 23, 2024	57432	10	18.75	Cash	ESOP	514931328	514.93	0.05	ESOP
November 25, 2024	59904	10	18.75	Cash	ESOP	514991232	514.99	0.05	ESOP
December 26, 2024	89523	10	18.75	Cash	ESOP	515080755	515.08	0.07	ESOP

Date of Allotment	No of Equity Shares	Face Value (in Rs.)	Issue Price (in Rs.)	Consideration	Nature of Allotment	Cumulative Paid Up Capital			Remarks
						No of Equity Shares	Equity Share Capital (Rs. in Cr.)	Equity Share Premium (Rs. in Cr)	
January 24, 2025	24331	10	18.75	Cash	ESOP	515105086	515.10	0.02	ESOP
February 27, 2025	97177	10	18.75	Cash	ESOP	515202263	515.20	0.08	ESOP
March 28, 2025	225189	10	18.75	Cash	ESOP	515427452	515.42	0.19	ESOP

Notes (if any): Nil

- d. Details of any acquisition or amalgamation with any entity in the preceding 1 (one) year : NA
- e. Details of any reorganization or reconstruction in the last 1 (one) year: NA

4.12 Details of the Shareholding of the Company as on the latest quarter end, i.e. March 31, 2025 as per the format specified under the listing regulations:

a. Equity Shareholding as on March 31, 2025

Category (I)	Category of shareholder (II)	Number of shareholders (III)	Number of fully paid-up Equity Shares held (I V)	Number of Partly paid- up Equity Shares held (V)	Number of shares under lying Depository Receipts (VI)	Total number of shares held (VII) =(IV)+(V)+ (V I)	Shareholding as a % of total number of shares (calculated as per SCRR, 1957) (VIII) As a % of (A+B+C2)	Number of Voting Rights held in each class of securities (IX)			Number of shares Under lying Outsta nding convertib le securities (X)	Shareholding, as a % assuming full conversion of convertible securities (as a percentage of diluted share capital) (XI)= (VII)+(X) As a % of (A +B +C 2)	Number of Locked in shares (XII)		Number of Shares pledged or otherwise encumbered (XIII)		Number of Equity Shares held in dematerialised form (XIV)
								Number of Voting Rights		Total as a % of (A+B+C)			Number of total Shares held (b)	As a % of total Shares held (b)	Number of total Shares held (a)	As a % of total Shares held (b)	
								Class: Equity Shares	Total								
(A)	Promoter and Promoter Group	11	32,63,36,839			32,63,36,839	63.31	32,63,36,839	32,63,36,839	63.31			10,31,61,026				32,63,36,839
(B)	Public	116901	189090613			189090613	36.69	189090613	189090613	36.69			0				189090613
(C)	Non Promoter-Non Public																
(C1)	Shares under lying depository receipts																
(C2)	Shares held by employee trusts																
	Total (A+B+C)	116912	51,54,27,452			51,54,27,452	100.00	51,54,27,452	51,54,27,452	100.00			10,31,61,026	20.01			51,54,27,452

b. List of top 10 (ten) holders of equity shares of the Company as on the latest quarter end i.e. March 31, 2025:-

i. Equity Shareholding

Sr. No.	Name and category of the Shareholder	Number of Equity Shares of face value of ₹10 each	Total shareholding as % of total number of equity shares
1.	ESAF Financial Holdings Private Limited	27,25,48,391	52.88
2.	Kadambelil Paul Thomas	31,186,785	6.05
3.	Yusuffali Musaliam Veettill Abdul Kader	2,31,18,659	4.49
4.	ESAF Swasraya Multi State Agro Co-operative Society Limited	2,24,13,659	4.35
5.	Muthoot Finance Limited	18,717,244	3.63
6.	George Ittan Maramkandathil	13,33,33,33	2.59
7.	Bajaj Allianz Life Insurance Company Limited	10,43,08,17	2.02
8.	Edelweiss Life Insurance Company Limited	1,00,73,056	1.95
9.	PI Ventures LLP	79,77,919	1.55
10.	Kotak Mahindra Life Insurance Company Limited	34,09,918	0.66
	Total	413652098	80.17

4.13 Following details regarding the directors of the Company:

a. Details of the Current Directors of the Company as on date:

Name, Designation & DIN	Age	Address	Date of Appointment	Details of other directorship
Ravimohan Periyakavil Ramakrishnan Designation: Part-Time Chairman and Non-Executive Independent Director DIN: 08534931	67 years	Flat No. N 074, DLF New Town Heights, Seaport Airport Road, Opposite Doordarshan Kendra, Kakkanad P.O., Ernakulam 682 030, Kerala	21-12-2019	<ul style="list-style-type: none"> TP Renewable Microgrid Limited; Maithon Power Limited; CARE Ratings (Africa) Private Limited
Kadambelil Paul Thomas Designation: Managing Director and Chief Executive Officer DIN: 00199925	62 years	Kadambelil House, Mannuthy P.O., Nettissery, Thrissur 680 651, Kerala	01-10-2018	<ul style="list-style-type: none"> M/s. Thrissur Start-up Incubation Council a section 8 Company
George Kalaparambil John Designation: Executive Director DIN: 00694646	51 years	Kalaparambil House, Near City Garden, Pattikkad P.O., Thrissur, Kerala, PIN-680652	18-05-2024	NIL
Thomas Kalappila Designation: Managing Director DIN: 00694646	72 years	Kalappilayil TC 5/2548(2), Krishna Gardens, Golf Links	10-03-2020	<ul style="list-style-type: none"> Spotmarket Securities Private Limited

Name, Designation & DIN	Age	Address	Date of Appointment	Details of other directorship
Designation: Non-Executive Independent Director DIN: 00812892		Road, Kowdiar P O, Trivandrum 695 003, Kerala		<ul style="list-style-type: none"> Syncon Management Consultants Private Limited Agappe Diagnostics Limited
Vinod Vijayalekshmi Vasudevan Designation: Non-Executive Independent Director DIN: 02503201	58 years	TC 4/ 2483-1, Saket, Marappalam, UM Road, Pattom Palace P.O, Trivandrum 695 004, Kerala Occupation: Group CEO, FLYTXT, Dubai and Amsterdam	22-12-2021	<ul style="list-style-type: none"> Flytxt Mobile Solutions International, UAE; VV Digital Spaces LLP
Ravi Venkatraman Designation: Non-Executive Independent Director DIN: 00307328	66 years	A/4, Plot No. NA-52, New Samrat Society, Andheri Kurla Road, Opp. Vishal Hall, Andheri East Mumbai 400 069, Maharashtra	13-12-2022	(i) SBFC Finance Limited (ii) Arisinfra Solutions Limited (iii) Zurich Kotak General Insurance Company (India) Limited (iv) Bajaj Finserv Mutual Fund Trustee Limited; (v) Avanse Financial Services Limited; (vi) Kotak Mahindra Prime Limited; (vii) Sarvagram Solutions Private Limited;
Kolasseril Chandramohan Ranjani Designation: Non-Executive Independent Director DIN: 01735529	67	Kolasseril House, Neendoor, Vadakkekara, PIN 683 522, Paravur, Ernakulam 683 513, Kerala	13-12-2022	<ul style="list-style-type: none"> SM Swasthman Foundation
Biju Varkkey Designation: Non-Executive Independent Director	59	House No. 303, IIM Campus, Vastrapur, Ahmedabad, Gujarat, PIN – 380 015	17-08-2023	<ul style="list-style-type: none"> M/s. V Guard Industries Limited M/s. Konnect CSR Impactors Private Limited
Joseph Vadakkekara Antony Non- Executive Director DIN: 00181554	74	A-1 Chakolas Marina Apartments, Pandit Karuppan Road, Opp. Chakolas Habitat, Thevara, Ernakulam, Kerala, Pin-682013	18-11-2023	<ul style="list-style-type: none"> Agappe Diagnostics Limited

Name, Designation & DIN	Age	Address	Date of Appointment	Details of other directorship
John Samuel Designation: Non-Executive Nominee Director DIN: 07725212	70	A-6, MS Flats, Tilak Lane, Type 5, NDMC, New Delhi, G.P. Central Delhi 110 001, Delhi	13-12-2022	NIL
Ajayan Mangalath Gopalakrishnan Nair Designation: Non-Executive Nominee Director DIN: 09782416	67	50/261-C, Shivaganga, House No. 153, Road No. 4-B, Behind Edapally St. George Church, Prashanthinagar, Edapally S.O, Ernakulam 682 024, Kerala	13-12-2022	ESAF Financial Holdings Private Limited

None of the Directors of the Company are appearing on the RBI/ECGC defaulters list.

b. Details of change in directors in the preceding three financial years and current financial year:-

Name, Designation & DIN	Date of Appointment/ Re-appointment	Date of Cessation, if applicable	Date of Resignation if applicable	Remarks
Vinod Vijayalekshmi Vasudevan Designation: Non-Executive Independent Director DIN:02503201	22-12-2024	-	-	Re-appointment
Kadambelil Paul Thomas Designation: Managing Director and Chief Executive Officer DIN:00199925	01-10-2024	-	-	Re-appointment
George Kalaparambil John Designation: Executive Director DIN:00694646	18-05-2024	-	-	Appointment
Biju Varkkey Designation: Non-Executive Independent Director DIN: 01298281	29-12-2023	-	-	Change in designation
Biju Varkkey Designation: Non-Executive Independent Director (Additional) DIN: 01298281	17-08-2023	-	-	Appointment

Thomas Jacob Kalappila Designation: Non-Executive Independent Director DIN: 00812892	10-03-2023	-	-	Re-appointment
Joseph Vadakekkara Antony Designation: Non-Executive Director DIN: 00181554	29-12-2023	-	-	Change in designation
Joseph Vadakkekara Antony Designation: Additional Non- Executive Director DIN:00181554	18-11-2023	-	-	Appointment
Joseph Vadakkekara Antony Designation: Non-Executive Independent Director DIN:00181554	16-08-2023	-	-	Retirement
Ravimohan Periyakavil Ramakrishnan Designation: Part Time Chairman and Non-Executive Independent Director DIN: 08534931	21-12-2022	-	-	Re-appointment
Ajayan Mangalath Gopalakrishnan Nair Designation: Non-Executive Nominee Director DIN: 09782416	13-12-2022	-	-	Appointment
John Samuel Designation: Non-Executive Nominee Director DIN: 07725212	13-12-2022	-	-	Appointment
Ravi Venkatraman Designation: Non-Executive Independent Director DIN: 00307328	13-12-2022	-	-	Appointment
Kolasseril Chandramohan Ranjani Designation: Non-Executive Independent Director DIN: 01735529	13-12-2022	-	-	Appointment
Alex Parackal George	-	12-12-2022	-	Cessation

Designation: Non-Executive Independent Director DIN: 07491420				
Asha Morley Designation: Non-Executive Independent Director DIN: 02012799	-	12-12-2022	-	Cessation
Chandanathil Pappachan Mohan Designation: Non-Executive Nominee Director DIN: 02661757	-	31-10-2022	-	Cessation
Saneesh Singh Designation: Non-Executive Nominee Director DIN: 02254868	-	26-08-2022	-	Cessation

c. **Details of Director's Remuneration and such particulars of the Nature and Extent of Interests in the Issuer (during the current year and preceding three financials years)**

- i. Remuneration payable or paid to a director by the issuer or associate company; shareholding of the director in the company, its subsidiaries and associate companies on a fully diluted basis;

a) Remuneration and shareholding details of director in Issuer Bank:

Name of the Director	Remuneration (in Rs)	Shareholding on a fully diluted basis (%)
FY 2025-26 (Till June 30, 2025)		
Kadambelil Paul Thomas	Rs.50.08 Lakhs	6.05
George Kalaparambil John	Rs.19.16 Lakhs	0.0103
FY 2024-25		
Kadambelil Paul Thomas	Rs.258 Lakhs	6.05
George Kalaparambil John	Rs.93.41 Lakhs	0.0103
FY 2023-24		
Kadambelil Paul Thomas	Rs.330 Lakhs	6.06
FY 2022-23		
Kadambelil Paul Thomas	Rs. 313 Lakh	6.94

b) Remuneration and shareholding details of director subsidiary or associate company: Nil

- ii. Appointment of any relatives to an office or place of profit of the issuer, its subsidiary or associate company: Nil

- iii. Full particulars of the nature and extent of interest, if any, of every director:

(a) In the promotion of the issuer bank:

Except Shri. Kadambelil Paul Thomas (Managing Director and CEO), who is the individual promoter of the Bank and who holds 3,11,86,785 equity shares in the Bank, none of the directors are interested in the promotion of the Bank.

(b) in any immoveable property acquired by the issuer bank in the two years preceding the date of the issue document or any immoveable property proposed to be acquired by it:

Nil

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

Nil

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

Nil

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

Nil

- 4.15 Brief particulars of the management of the Company:

Board of Directors:

Name & Designation	Experience
Ravimohan Periyakavil Ramakrishnan, Part-Time Chairman and Non-Executive Independent Director	Ravimohan Periyakavil Ramakrishnan is the Part-Time Chairman and Non-Executive Independent Director of the Bank. He holds a bachelor's degree in science and master's degree in science from Kerala University, and a master's degree in business administration from Birmingham University. He is a certified associate of the Indian Institute of Bankers. He was previously employed as a chief general manager in the department of banking supervision of the RBI. He was previously a resident advisor, financial sector supervision, International Monetary Fund, AFRITAC South, Mauritius.
Kadambelil Paul Thomas, Managing Director and Chief Executive Officer	Kadambelil Paul Thomas holds a master's degree in business administration from the Annamalai University. He was previously the chairman and managing director of ESAF Financial Holdings Private Limited. He has also served as the founder secretary cum honorary executive director of Evangelical Social Action Forum for over 26 years. He was also previously a director on the boards of Sanma Garments Private Limited, Rhema Dairy Products India Private Limited, Rhema Milk Producer Company Limited, Lahanti Homes and Infrastructure Private Limited, ESAF Health Care Services Private Limited, ESAF Swasraya Producers Company Limited, CEDAR Retail Private Limited, ESAF Enterprise Development Finance Limited and CEDAR Livelihood Services Private Limited (Formerly Cedar Agri Solutions Private Limited).
George Kalaparambil John, Executive Director	George Kalaparambil John was the Executive Vice President (IT and Operations) of ESAF Small Finance Bank Limited and brings an overall experience of 30 years. He has extensive experience in the field of Micro Banking Business and has played a significant role in building the microfinance business of ESAF Small Finance Bank Limited. His varied banking experience spans across business and operational functions such as Micro Banking, Liability, Assets, IT, Digital, Operations, Finance, Treasury, MIS, HR, Marketing, and Legal. He has led various projects under his leadership. He possesses specialised knowledge in the areas of Banking, Finance, Agriculture and Rural Economy, Co-operation, Human Resources, and Business

Name & Designation	Experience
	Management. He holds a Master's Degree in Business Administration (MBA) with a specialisation in Fintech from Birla Institute of Technology and Science, Pilani, Rajasthan, and a Master's Degree in Social Work (MSW) with a specialisation in Community Development from the University of Pune.
Thomas Jacob Kalappila, Non-Executive Independent Director	Thomas Jacob Kalappila holds a bachelor's degree in science from Kerala University. He is an associate member of the Institute of Chartered Accountants of India and holds a diploma in information and systems audit from the Institute of Chartered Accountants of India. He is a partner of Thomas Jacob & Co., a partnership firm and has 35 years of experience in statutory audit, internal and forensic audit of banks. He has previously served as an independent director on the board of directors of South Indian Bank Limited and Malabar Cements Limited.
Vinod Vijayalekshmi Vasudevan, Non-Executive Independent Director	Vinod Vijayalekshmi Vasudevan holds a bachelor's degree in technology (computer science and engineering), a master's degree in technology (computer science and engineering), and a doctorate of philosophy (computer science and engineering) from the Indian Institute of Technology, Kharagpur. He is the group CEO of FLYTXT, Dubai and Amsterdam. He is currently on the board of directors of Flytxt Mobile Solutions International, Z3P Tech Fund and Z3P Global, Mauritius.
Ravi Venkatraman, Non-Executive Independent Director	Ravi Venkatraman has passed the final examination held by the Institute of Chartered Accountants of India and the Institute of Cost and Works Accountants of India. He was the former Executive Director and Chief Financial Officer of Mahindra and Mahindra Financial Services Limited. He is currently on the board of directors of, Bajaj Finserv Mutual Fund Trustee Limited, Kotak Mahindra General Insurance Company Limited, Avanse Financial Services Limited, Kotak Mahindra Prime Limited, Sarvagram Solutions Private Limited and holding independent Directorships of M/s. Zurich Kotak General Insurance Company (India) Limited, M/s. SBFC Finance Limited and M/s. Arisinfra Solutions Limited.
Biju Varkkey, Non-Executive Independent Director	Shri. Biju Varkkey is a Faculty in Human Resource area in Indian Institute of Management, Ahmedabad for more than 23 years and has also served as a Faculty in various reputed institutions such as Indian Institute of Management, Lucknow, Management Development Institute, Gurgaon etc. in the past. He is a Fellow Member of the National Institute of Bank Management, Pune and holds a Master's Degree in Personnel Management and Industrial Relations from MG University, Kerala. He was a Part-Time Non-Official Director of M/s. Bank of Baroda for a period of four years in the past and has also held the position as Director in the Board of M/s. Aster DM Healthcare Limited, M/s. Husys Consulting Limited and M/s. Paschim Gujarat Vij Company Limited. Currently, he holds directorship in the Board of M/s. V Guard Industries Limited, a listed entity and M/s. Konnect CSR Impactors Private Limited.
Kolasseril Chandramohan Ranjani, Non-Executive Independent Director	Kolasseril Chandramohan Ranjani holds a bachelor's degree in science from University of Kerala and a master's degree in bank management from Cochin University of Science and Technology. She has held senior management positions with SIDBI, and has more than 21 years of experience in Micro, Small and Medium Enterprises in India. She is currently on the board of directors of SM Swasthman Foundation.
Joseph Vadakkekara Antony	Dr. Joseph Vadakkekara Antony holds a bachelor's degree in law, a master's degree in personnel management and a doctorate of philosophy (business

Name & Designation	Experience
Non-Executive Director	economics) from Pune University. He is a Certified Associate of the Indian Institute of Bankers. He was the Managing Director and Chief Executive Officer on the board of South Indian Bank Limited and was also on the boards of directors of Muthoot Homefin (India) Limited, SP Life Care Private Limited and ET Marlabs Private Limited. He was previously employed with Syndicate Bank. He is currently on the board of directors of Agappe Diagnostics Limited as Non- Executive Independent Director.
John Samuel, Non-Executive Director Nominee	John Samuel holds a master's degree in business administration from the Cochin University of Science and Technology and a master's degree in commerce from Madurai University. He is an associate of the Institute of Chartered Accountants of India. He was previously a Member of the Postal Services Board and held the position of Chief Post Master General. He was previously on the board of directors of BWDA Finance Limited.
Ajayan Mangalath Gopalakrishnan Nair, Non-Executive Director Nominee	Ajayan Mangalath Gopalakrishnan Nair holds a bachelor's degree in science (Horticulture) from the Kerala Agricultural University and is a certified associate of the Indian Institute of Bankers. He was previously employed as the Executive Vice President of our Bank. He was previously the General Manager of IT and CIO, General Manager of retail assets, General Manager of transaction banking, General Manager of Pune Circle, Chief Compliance Officer and Deputy General Manager of Calicut Circle in Canara Bank. He currently holds directorship in the board of ESAF Financial Holdings Private Limited.

4.16 Following details regarding the Auditors of the Company:-

a. Details of the auditor of the Bank:-

Name	Address	Date of Appointment
Kirtane & Pandit LLP, Chartered Accountants	5th Floor, Wing – A, Gopal House, S. No. 127/1B/1, Opp. Harshal Hall, Kothrud, Pune – 411029	December 29, 2023
Abarna & Ananthan, Chartered Accountants	521, 3rd Ma ⁱⁿ Road, 2n ^d Phase, 6th Block, Bana ^{sh} ankari 3rd Stage, Bengaluru 560 085, Karnataka, India	December 13, 2022

b. Details of change in auditor for preceding three financial years and current financial year:-

Name	Address	Date of Appointment	Date of Cessation, if applicable	Date Resignation applicable if applicable
Kirtane & Pandit LLP, Chartered Accountants	5th Floor, Wing – A, Gopal House, S. No. 127/1B/1, Opp. Harshal Hall, Kothrud, Pune – 411029	December 29, 2023	-	-
Deloitte Haskins & Sells, Chartered Accountants	19th Floor, Shapath-V, S.G. Highway, Ahmedabad 380 015, Gujarat, India	-	December 29, 2023	-
Abarna & Ananthan, Chartered Accountants	521, 3rd Ma ⁱⁿ Road, 2n ^d Phase, 6th Block, Bana ^{sh} ankari 3rd Stage, Bengaluru 560 085,	December 13, 2022	-	-

	Karnataka, India			
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c. Auditors Qualifications:

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

For the year 2021-22

Auditors' reservations or qualifications or adverse remarks: NIL

For the year 2022-23

Auditors' reservations or qualifications or adverse remarks: NIL

For the year 2023-24

Auditors' reservations or qualifications or adverse remarks: NIL

For the year 2024-25

Auditors' reservations or qualifications or adverse remarks: NIL

4.17 Details of the following liabilities of the Issuer as at the end of the preceding quarter, i.e., March 31, 2025 or if available, a later date:

a. Details of Outstanding Secured Loan Facilities as on December 31, 2024:

i. Secured Loan Facilities

(Rs. in Crores)

Name of Lenders	Type of Facility	Amount Sanctioned	Principal Amt. O/s (IND-AS)	Repayment Date / Schedule	Security	Credit Rating, if applicable	Asset Classification
NIL							

b. Details of Outstanding Unsecured Loan Facilities as on December 31, 2024

(Rs. in Crores)

S. No.	Name of lender	Type of Facility	Amount Sanctioned	Principal Amount outstanding	Repayment Date / Schedule	Credit Rating, if applicable
1.	NABARD	Refinance	2237	843.00	Multiple maturities, Frequency – Half yearly	NA
2.	SIDBI	Refinance	300	108.33	Multiple maturities, Frequency – Half yearly	NA
3.	Mudra	Refinance	200	66.40	Multiple maturities, Frequency – Half yearly–	NA
4.	PDI - ESAF SWASRAYA MULTI STATE AGRO CO-OPERATIVE SOCIETY LIMITED	Debenture	48	48	On maturity	CARE A; Outlook Negative

c. Details of Outstanding Non-convertible Securities as on March 31, 2025

(Rs in Crores)

Series of NCS	ISIN	Debenture Series	Tenor/ Period of Maturity	Coupon (Rate of Int.)	Amount Outstanding	Date of allotment	Redemption Date / Schedule	Credit Rating	Secured/ Unsecured	Security
	INE818W08032*	ESFB TIER II SERIES 2018-19	7 Years	11.50 %	40.00	01-Jun-2018	01-Jun-2025	CARE A; Outlook Negative	Unsecured	NA
	INE818W08073	ESFB TIER I SERIES I	Perpetual	13	48.00	27-Jun-2017	Perpetual	CARE A; Outlook Negative	Unsecured	NA
	INE818W08081	Sub Debt-EMFIL	10 Years – 1 Month	11.25 %	20.00	31 March 2022	30 April 2023	CARE A; Outlook Negative	Unsecured	NA
	INE818W08099	SUB DEBT-Lower Tier II Basel II Bonds - Series 1	5.6 Years	11.25	85.00	04-Sep-2023	04-May-2029	CARE A; Outlook Negative	Unsecured	NA
	INE818W08107	ESFB TIER II SERIES 2-2023-24	10 Years	11.10 %	60.00	29-Feb-2024	28-Feb-2034	CARE A; Outlook Negative	Unsecured	NA
	INE818W08115	ESFB TIER II SERIES 3B-2023-24	7 Years 1 Month	11.10 %	50.00	20-Mar-2024	20-Apr-2031	CARE A; Outlook Negative	Unsecured	NA
	INE818W08123	ESFB TIER II SERIES 3A-2023-24	6 Years 1 Month	11.00 %	85.00	20-Mar-2024	20-Apr-2030	CARE A; Outlook Negative	Unsecured	NA

*The Non-Convertible Debenture Issued under ISIN: INE818W08032 have been redeemed on May 31, 2025.

d. Details of commercial paper issuances as at the end of the last quarter, being December 31, 2024:

Series of NCS	ISIN	Tenor/ Period of Maturity	Cou- pon	Amount Outstand- ing	Date of allotm- ent	Rede- mptio- n Date/ Sched- ule	Cred- it Ratin- g	Secur- ed/ Unse- cured	S ec ur it y	Other details viz. details of Issuing and Paying Agent, details of Credit Rating Agencies
Nil										

- e. List of Top 10 holders of Non-Convertible Securities in terms of Value as on March 31, 2025 (on a cumulative basis): -

(Rs in Crores)

Sl.	Name of the holders of non-convertible securities	Category of holder	Face Value of Holding	Holding as a % of total outstanding nonconvertible securities of the issuer
1.	ESAF Swasraya Multi-State Agro Co-operative Society Limited	Non-corporate Entity	78	20.10%
2.	Indian Inland Mission	Non-corporate Entity	50	12.88%
3.	A K Capital Finance Limited	Public Limited Company	21.07	5.43%
4.	ESAF Financial Holding Private Limited	NBFC	20	5.15%
5.	A K Capital Services Limited	Public Limited Company	19.27	4.96%
6.	Thakur Fininvest Pvt. Ltd	Private Limited Company	15	3.86%
7.	Pooja Properties and Construction Private Limited	Private Limited Company	4	1.03%
8.	Vivriti Short Term Debt Fund	Non-corporate Entity	4	1.03%
9.	Rasmi Anilkumar	Individual	3.5	0.90%
10.	Sunstar Trading and Investment Pvt. Ltd	Private Limited Company	3	0.77%
11.	Rajeev Kumar Jain	Individual	3	0.77%

- f. List of Top 10 (ten) holders of Commercial Paper in terms of Value as on March 31, 2025 (on a cumulative basis): -

Sl.	Name of the holders	Category of holder	Face Value of Holding	Holding as a % of total outstanding nonconvertible securities of the issuer
Nil				

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

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

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

Nil

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

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

Nil

- 4.18 Details of all default/s and/or delay in payments of interest and principal of any kind of term loans, debt securities, commercial paper (including technical delay) and other financial indebtedness including corporate guarantee or letters of comfort issued by the company, in the preceding three years and the current financial year.

Nil



- 4.19 Details of Promoters of the Company:

1. Details of Promoter Holding in the Company as on the latest quarter end:-

Equity Shareholding (A)

Name of the shareholders	Total No of Equity shares	No .of shares in Demat form	Total shareholding as % of total no of equity shares	No of shares Pledged	% of shares pledged with respect to shares owned
Kadambelil Paul Thomas	31,186,785	31,186,785	6.05	Nil	Nil
ESAF Financial Holdings Private Limited	272,548,396	272,548,396	52.88	Nil	Nil
Total	303,735,181	303,735,181	58.93	Nil	Nil

2. Details of the Promoters

Name	ESAF Financial Holdings Private Limited	Kadambelil Paul Thomas
Photograph		
Designation in Issuer	NA	Managing Director and Chief Executive Officer
Date of Birth / Date of Incorporation	September 27, 1996	May 21, 1963
Age	NA	61 years

Personal Address	X/109/M4, Second Floor, Hephzibah Complex,—Mannuthy - Palakkad National Highway, Mannuthy, Thrissu—, Kerala - 680651	Kadambelil House, Mannuthy P.O., Nettissery, Thrissur 680 651, Kerala
CIN	U65910KL1996PTC077288	NA
PAN	AABCP9367R	AJPPK0458A
Registered Address	X ¹ 09/M4, 2nd Floor, Hephzibah Complex, Mannuthy- Palakkad NH, Mannuthy, Thrissur 680 651, Kerala, India	Kadambelil House, Mannuthy P.O., Nettissery, Thrissur 680 651, Kerala
Educational Qualification	NA	Master's degree in business administration from the Annamalai University
Experience in the Business or employment	NA	More than 30 years
Positions/posts held in the past	NA	Chairman and managing director of ESAF Financial Holdings Private Limited. Founder secretary cum honorary executive director of Evangelical Social Action Forum.
Directorships held	NA	Sanma Garments Private Limited, Rhema Dairy Products India Private Limited, Rhema Milk Producer Company Limited, Lahanti Homes and Infrastructure Private Limited, ESAF Health Care Services Private Limited, ESAF Swasraya Producers Company Limited, CEDAR Retail Private Limited, ESAF Enterprise Development Finance Limited and CEDAR Livelihood Services Private Limited.
Other ventures of each promoter	NA	ESAF Financial Holdings Private Limited
Special Achievements	NA	Marketing Meister award, the Business Leader of the Year award, FE Pillar of the BFSI Industry award, the APY Big Believers (ABB) 3.0 award from PFRDA for the best performing MD & CEO, the India Banking Summit CEO of the Year Award, the Exemplary Diamond award from PFRDA and the CEO with HR orientation award at world HRD congress.
Business and financial activities of the promoter	To carry on the business, whether in India or outside, of making investments in group companies in the form of shares, bonds, debentures, debts, loans or securities and providing guarantees, other form of collateral, or taking on other contingent liabilities, on behalf of or for the benefit of, any group companies.	NA
Telephone Number	+91 9072045500	+91 487 7123 907
Email ID	minu.santhosh@esafholdings.com	mds@esafbank.com

Note: Information provided about Promoters above are true and correct and all the KYC documents required have been submitted to the stock exchanges on which the non-convertible securities are proposed to be listed.

Declaration:

The Bank confirms that the Permanent Account Number, Aadhar Number, Driving License Number, Bank Account Number(s) and Passport Number and personal addresses of the promoters and Permanent Account Number of directors have been submitted to the stock exchanges on which the non-convertible securities are proposed to be listed, at the time of filing the draft offer document.

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

The Issuer hereby declares that there has been no material event, development or change having implications on the financials/credit quality at the time of issue from the position as on the date of the last audited financial statements of the Issuer, which may affect the Issue or the Investor's decision to invest/ continue to invest in the debt securities of the Issuer.

- 4.21 Any litigation or legal action pending or taken by a Government Department or a statutory body or regulatory body during the three years immediately preceding the year of the issue of the General Information Document against the promoter of the company**

Except as mentioned below, there are no pending actions by regulatory and statutory authorities against our Corporate Promoter.

1. The Deputy Director, Employees' State Insurance Corporation ("ESIC"), passed an order dated May 14, 2018 under Section 45A of the Employees' State Insurance Act, 1948, as amended ("ESI Act") on grounds of insufficiency of contribution to the extent that contribution was not paid under the head 'performance incentive' by our Corporate Promoter and directed our Corporate Promoter to pay contribution aggregating to ₹1.65 million in respect of its employees. Our Corporate Promoter responded to such order through its letter dated May 17, 2018, inter alia, (i) praying for an order that the Corporate Promoter is not liable to pay the contribution on performance incentive; (ii) stating that contribution has been paid by the Corporate Promoter in respect of the wages paid to its employees; and (iii) clarifying that it had not considered performance incentive for payment of contribution as it is not a regular payment and varies from employee to employee depending on factors such as performance of sales etc. Our Corporate Promoter also filed an appeal dated June 21, 2018 under Section 45AA of the ESI Act, before the Additional Commissioner and Regional Director, ESIC ("Appellate Authority") for setting aside the order of the Deputy Director, ESIC. However, the Appellate Authority through its order dated September 28, 2018 upheld the order passed by the Deputy Director, ESIC and directed our Corporate Promoter to pay ₹1.24 million as balance contribution due from the Corporate Promoter, after appropriating ₹0.41 million paid in respect of the appeal, within 15 days of receipt of its order. Pursuant to this, our Corporate Promoter filed a petition before the Employees Insurance Court, Thrissur ("EIC") praying for, inter alia, (i) setting aside of the orders passed by the Deputy Director, ESIC and the Appellate Authority, (ii) a declaration that the Corporate Promoter was not liable to pay the amount of contribution, and (iii) a stay on all further proceedings pursuant to the order of the Appellate Authority. The EIC by its order dated November 15, 2018 granted an interim stay on the order passed by the Appellate Authority subject to payment of ₹0.12 million by way of a demand draft in favour of the ESIC and submission of proof of payment on or before February 25, 2019. The same was complied with by our Corporate Promoter. Subsequently, the Deputy Director, ESIC filed an application dated November 21, 2018 before the Recovery Officer, ESIC, for recovery of contribution under Section 45C to 45I of the ESI Act from our Corporate Promoter, aggregating ₹2.21 million. Thereafter, the Recovery Officer, ESIC issued a notice dated December 3, 2018 to our Corporate Promoter in Form No. ESI CP 2 for recovery of ₹2.21 million from our Corporate Promoter. Our Corporate Promoter by its letter dated December 28, 2018 responded to the letter from the Deputy Director, ESIC stating that it has obtained a stay order from the EIC. The matter is currently pending.

2. There have been past instances of delays in the submission of compliance certificates as required under Pension Fund Regulatory and Development Authority (Aggregators) Regulations, 2015. Pursuant to the audit and inspection for FY 2016-2017 issued by the external auditor appointed by national pension system ("NPS") Trust and the subsequent letters issued by the NPS Trust, our Corporate Promoter and our Bank were directed to amongst other things compensate 1,771 subscribers for the delay in uploading the subscriber contribution file ("SCF") and transferring funds to the trustee bank. Accordingly, our Corporate Promoter was

required to compensate its NPS subscribers for an amount aggregating to ₹142,470. Pursuant to letter dated January 2, 2020, our Corporate Promoter has communicated to the NPS Trust that out of the total compensation amount of ₹142,470 payable to 1,771 subscribers, a compensation amount of ₹134,600, pertaining to 1,686 subscribers has been paid by our Corporate Promoter and that the balance amount of ₹7,870 pertaining to 85 subscribers has not been paid owing to technical difficulties, i.e. completion of 60 years of age of certain subscribers or completion of withdrawal process by certain subscribers. Accordingly, our Corporate Promoter has sought guidance from the NPS Trust on how to complete this process. Based on the approval from the NPS Trust and pursuant to letter dated July 28, 2020, our Corporate Promoter has communicated to the PFRDA that out of the balance amount of ₹7,870 pertaining to 85 subscribers, a compensation amount of ₹5860 pertaining to 60 subscribers has been transferred but withdrawal was not processed. Subsequently, pursuant to letter dated March 24, 2021, the Corporate Promoter has communicated to the NPS Trust that the remaining compensation amount of ₹2,010 pertaining to 25 subscribers has been transferred and withdrawal process has also been completed. There is no written communication from PFRDA in this regard.

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

NIL

4.23 Details of pending litigation involving the issuer, promoter, director, subsidiaries, group companies or any other person, whose outcome could have material adverse effect on the financial position of the issuer, which may affect the issue or the investor's decision to invest / continue to invest in the debt securities and/ or non-convertible redeemable preference shares

NIL

4.24 Details of acts of material frauds committed against the issuer in the preceding three financial years and current financial year, if any, and if so, the action taken by the Issuer

NIL

4.25 Details of pending proceedings initiated against the Issuer for economic offences, if any

NIL

4.26 Related party transactions entered during the preceding three financial years and current financial year with regard to loans made or, guarantees given or securities provided.

Please refer **Annexure IV** of this General Information Document.

4.27 The Disclosure Documents do not include a statement purporting to be made by an expert unless the expert is a person who is not, and has not been, engaged or interested in the formation or promotion or management, of the company and has given his written consent to the issue of the Disclosure Documents and has not withdrawn such consent before the delivery of a copy of the Disclosure Documents to the Registrar (as applicable) for registration and a statement to that effect shall be included in the Disclosure Documents.

4.28 Details of:

- any inquiry, inspections or investigations initiated or conducted under the securities laws or Companies Act or any previous company law;
- prosecutions filed, if any (whether pending or not); and
- fines imposed or offences compounded,

in the three years immediately preceding the year of issue of issue document in the case of the issuer being a bank and all of its subsidiaries.

NIL

- 4.29** Consent of directors, auditors, bankers to issue, 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.

PARTICULARS	CONSENT
Directors	To be set out in the Key Information Document for the relevant issuance of Debentures.
Auditors	To be set out in the Key Information Document for the relevant issuance of Debentures.
Bankers to issue	To be set out in the Key Information Document for the relevant issuance of Debentures.
Solicitors /Advocates	To be set out in the Key Information Document for the relevant issuance of Debentures.
Legal Advisors	To be set out in the Key Information Document for the relevant issuance of Debentures.
Lead Manager	To be set out in the Key Information Document for the relevant issuance of Debentures.
Registrar	To be set out in the Key Information Document for the relevant issuance of Debentures.
Lenders	To be set out in the Key Information Document for the relevant issuance of Debentures.
Experts	To be set out in the Key Information Document for the relevant issuance of Debentures.

4.30 Disclosures pertaining to wilful defaulter

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

Neither the Issuer nor its promoter or director has been declared as a wilful defaulter.

- i. Name of the bank declaring as a wilful defaulter; - Not Applicable
- ii. The year in which it was declared as a wilful defaulter; - Not Applicable
- iii. Outstanding amount when declared as a wilful defaulter; - Not Applicable
- iv. Name of the entity declared as a wilful defaulter; - Not Applicable
- v. Steps taken, if any, for the removal from the list of wilful defaulters - Not Applicable;
- vi. Other disclosures, as deemed fit by the issuer in order to enable investors to take informed decisions; - Not Applicable
- vii. Any other disclosure as specified by the Board. - Not Applicable

- b) The fact that the issuer or any of its promoters or directors is a wilful defaulter shall be disclosed prominently on the cover page with suitable cross-referencing to the pages. – Not Applicable

- 4.31** 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.

Please refer to **Annexure VII** of this General Information Document .

4.32 Rating Rationale Adopted by the Rating Agencies

As per Key Information Document for each issuance.

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

N.A. as the issuance is unsecured

- 4.34** 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 nonconvertible securities which need to be made: Actual / Actual. Please also refer to the row on “Business Day Convention” under Section 4.46 (*Issue Details*) of this General Information Document;
- b. Procedure and time schedule for allotment and issue of securities: Please refer to the row on “Issue Timing” under Section 4.46 (*Issue Details*) of this General Information Document; and
- c. Cash flows emanating from the non-convertible securities shall be mentioned in the General Information Document, by way of an illustration: The cash flows emanating from the Debentures, by way of an illustration, are set out under Schedule I of this General Information Document.

4.35 Other Details

a) Debenture Redemption Reserve Creation:

As per Section 71 of the Companies Act, 2013 any company that intends to issue debentures must create a DRR to which adequate amounts shall be credited out of the profits of the company until the redemption of the debentures. However, under the Companies (Share Capital and Debentures) Rules, 2014, banks are exempt from this requirement in respect of privately placed debentures. Pursuant to this exemption, the Bank does not intend to create any reserve funds for the redemption of the Debentures. If the Applicable Law is changed at a future point in time requiring the Bank to create such a reserve, the Bank shall ensure compliance with the same.

b) Creation of recovery expense fund

A recovery expense fund has been created and is maintained with BSE/NSE in the manner as may be specified by SEBI from time to time and same shall be informed to the Debenture Trustee and Designated Stock Exchange.

The recovery expense fund shall be utilized for the activities as may be permitted by the applicable regulations.

c) Issue / Instrument specific regulations:

The Issue of Debentures shall be in conformity with the applicable provisions of the Companies Act, 2013 including the notified rules thereunder, the applicable RBI guidelines and the SEBI Debt Listing Regulations, and the applicable RBI guidelines including the Basel II Framework and the SFB Guidelines whenever applicable each as amended from time to time.

d) Default in payment:

Please refer to the column on “Default Interest Rate” under Section 4.46 (*Issue Details*) of this General Information Document

e) Delay in listing:

Please refer to the column on “Listing (name of stock Exchange(s) where it will be listed and timeline for listing)” under Section 4.46 (*Issue Details*) of this General Information Document.

f) Delay in allotment of securities:

Any delay in allotment of securities from 2 (Two) Business Days from the Deemed Date of Allotment shall be an “Event of Default” under the terms of the Transaction Documents and the consequences set out under Section 4.46 (*Issue Details*) shall trigger.

g) Issue Details

Please refer to Section 4.46 (*Issue Details*) of this General Information Document.

h) Application process

The application process for the Issue is as provided in Section SECTION 6: of this General Information Document.

i) Disclosure prescribed under PAS-4 of Companies (Prospectus and Allotment of Securities), Rules, 2014 but contained in this General Information Document

All disclosures prescribed under PAS-4 of Companies (Prospectus and Allotment of Securities), Rules, 2014 have been done and made a part of this General Information Document and the Key Information Document including PAS-4.

j) Failure to Execute Trust Deed

If Bank fails to execute the trust deed within the period specified period by SEBI, without prejudice to any liability arising on account of violation of the provisions of the Act and applicable regulations, the bank shall, subject to Applicable Law, pay interest of at least 2 (Two) percent per annum or such other rate, as specified by the SEBI to the Debenture Holder, over and above the agreed coupon rate, till the execution of the Trust Deed.

k) Other Matters and Reports -

- a. If the proceeds, or any part of the proceeds, of the issue of the debt securities/non-convertible redeemable preference shares are or is to be applied directly or indirectly:
- in the purchase of any business; or
 - in the purchase of an interest in any business and by reason of that purchase, or anything to be done in consequence thereof, or in connection therewith,
- the bank shall become entitled to an interest in either the capital or profits and losses or both, in such business exceeding fifty Per cent. thereof, a report made by a chartered accountant (who shall be named in the issue document) upon –
- the profits or losses of the business for each of the three financial years immediately preceding the date of the issue of the issue document; and
 - the assets and liabilities of the business as on the latest date to which the accounts of the business were made up, being a date not more than one hundred and twenty days before the date of the issue of the issue document.

Not Applicable

- b. In purchase or acquisition of any immovable property including indirect acquisition of immovable property for which advances have been paid to third parties, disclosures regarding:
- the names, addresses, descriptions and occupations of the vendors;
 - the amount paid or payable in cash, to the vendor and where there is more than one vendor, or the bank is a sub-purchaser, the amount so paid or payable to each vendor, specifying separately the amount, if any, paid or payable for goodwill;
 - the nature of the title or interest in such property proposed to be acquired by the bank; and
 - the particulars of every transaction relating to the property completed within the two preceding years, in which any vendor of the property or any person who is or was at the time of the transaction, a promoter or a director or proposed director of the bank, had any interest, direct or indirect, specifying the date of the transaction and the name of such promoter, director or proposed director and stating the amount payable by or to such vendor, promoter, director or proposed director in respect of the transaction:

Provided that if the number of vendors is more than five, then the disclosures as required above shall be on an aggregated basis, specifying the immovable property being acquired on a contiguous basis with mention of the location/total area and the number of vendors from whom it is being acquired and the aggregate value being paid. Details of minimum amount, the maximum amount and the average amount paid/ payable should also be disclosed for each immovable property.

Not Applicable

c. If:

- (i) the proceeds, or any part of the proceeds, of the issue of the debt securities are or are to be applied directly or indirectly and in any manner resulting in the acquisition by the bank of shares in any other body corporate; and -
- (ii) by reason of that acquisition or anything to be done in consequence thereof or in connection therewith, that body corporate shall become a subsidiary of the bank, a report shall be made by a Chartered Accountant (who shall be named in the issue document) upon –
 - A. the profits or losses of the other body corporate for each of the three financial years immediately preceding the issue of the issue document; and
 - B. the assets and liabilities of the other body corporate as on the latest date to which its accounts were made up.

The Issuer confirms that it will not use the proceeds from the Issue, directly or indirectly, for acquisition of securities of any other body corporate.

d. The said report shall:

- i. indicate how the profits or losses of the other body corporate dealt with by the report would, in respect of the shares to be acquired, have concerned members of the issuer bank and what allowance would have been required to be made, in relation to assets and liabilities so dealt with for the holders of the balance shares, if the issuer bank had at all material times held the shares proposed to be acquired; and
- ii. where the other body corporate has subsidiaries, deal with the profits or losses and the assets and liabilities of the body corporate and its subsidiaries in the manner as provided in paragraph (e) (ii) above.

Not Applicable

e. The broad lending and borrowing policy including summary of the key terms and conditions of the term loans such as re-scheduling, prepayment, penalty, default; and where such lending or borrowing is between the issuer and its subsidiaries or associates, matters relating to terms and conditions of the term loans including re-scheduling, prepayment, penalty, default shall be disclosed.

The Bank has Board approved Loan policy which sets forth the principles and standards to be complied with, including those that require to be gradually built up to enhance the procedures and systems, with regard to appraisal, processing, disbursement and administration of credit in the Bank, so as to build a high quality loan portfolio generating optimal returns.

Key objectives of the Policy are:

- 1 To synchronize with the Bank's Vision statement to become India's leading Social Bank that offers equal opportunities for the whole society through universal financial access and providing financial inclusion, livelihood and economic development as a whole.
- 2 To ensure that the credit norms, products and processes are green, sustainable and socially responsible, ensuring the triple bottom line of Planet, People and Prosperity.
- 3 To lay down the principles and guidelines that support extension and management of credit conforming to the business objectives of the Bank and in compliance with the statutory and regulatory guidelines.
- 4 To establish a commonality of approach on credit basics, appraisal skills, documentation standards and awareness of institutional concerns and strategies, while leaving enough scope for flexibility and innovations.
- 5 To help identify and seize opportunities for credit delivery, revamp the products and delivery mechanism and introduce innovative products to stay ahead of competition
- 6 To define delegation of Financial Authority with respect to credit approvals.

7 To ensure consistent classification of assets, including non-performing assets, ensuring adequate provisioning in line with regulatory norms and management of problem accounts.

8 To ensure that the returns are commensurate with the risks undertaken.

Restructuring / Rescheduling of Existing Loans

As the repaying capacity of the people affected by natural calamities gets severely impaired due to the damage to the economic pursuits and loss of economic assets, relief in repayment of loans becomes necessary in areas affected by natural calamity and hence, restructuring of the existing loans will be required. The said restructuring/ rescheduling is done as per the RBI guidelines.

Penalty

i) There shall be no pre-payment penalty on microfinance loans.

ii) for Other loans Penalty, if any, for delayed payment shall be applied on the overdue amount and not on the entire loan amount

- f. The aggregate number of securities of the issuer bank and its subsidiary companies purchased or sold by the promoter group, and by the directors of the bank which is a promoter of the issuer bank, and by the directors of the issuer bank and their relatives, within six months immediately preceding the date of filing the issue document with the Registrar of Companies, shall be disclosed.

Nil

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

The contracts and documents referred to hereunder are material to the Issue, may be inspected at the Registered Office of the Bank between 10.00 am to 5.00 pm on working days.

Sl.	Nature of Contract
1	Certified true copy of the Memorandum & Articles of Association of the Issuer.
2	Copy of the Board resolution dated March 21, 2025 authorizing the issue/offer of non-convertible debentures read together with the resolution passed by the management committee of the board of directors dated [.] and such other resolutions passed by the Board of Directors (and/ or any committee thereof) from time to time for each issuance under a Key Information Document, until the validity of this General Information Document.
3	Certified true copy of the shareholders resolution passed by the Bank at the Extra Ordinary General Meeting held on August 14, 2024 authorizing the Bank to borrow under Section 180(1)(c) of the Act upon such terms as the Board may think fit, up to an aggregate limit of Rs. 7000,00,00,000/- (Rupees Seven Thousand Crores Only) and such other resolutions passed by the shareholders of the Bank from time to time for authorizing the Bank to borrow under Section 180(1)(c) of the Act until the validity of this General Information Document.
4	Copies of Annual Reports of the Bank for the last three financial years
5	Credit rating letter from the Rating Agency
6	Letter from the Debenture Trustee giving its consent to act as Debenture Trustee for the issue of Debentures
7	Letter for Register and Transfer Agent
8	Certified true copy of the certificate of incorporation of the Bank
9	Certified true copy of the tripartite agreement between the Bank, the Registrar & Transfer Agent and NSDL/CDSL
10	Copy of application made to BSE/NSE for grant of in-principle approval for listing of Debentures.

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

Reference is made hereinbelow to the relevant note number of the audited financial statement/ auditor's report which sets out the details of the related party transactions, for the three financial years immediately preceding the date of this General Information Document:

Relevant FY	Note No. / Page No.
FY 2023-24	Schedule 18, B. OTHER DISCLOSURES Note No.07 / Page No. 287
FY 2022-23	Schedule 19, B. OTHER DISCLOSURES, Note No.07, Page No.178
FY 2021-22	Schedule 19, B.OTHER DISCLOSURES Note No.07, Page No.161

4.38 Details of Debt Securities Sought to be Issued

Issue of listed, rated, taxable, unsecured, transferable, redeemable, fully paid up, Basel II compliant Tier II subordinated bonds in the form of non-convertible debentures on a private placement basis.

4.39 Name and address of the valuer who performed valuation of the security offered

The security being in the nature of debentures and being issued at par, are not required to be valued by a valuer.

4.40 Contribution being made by the promoters or directors either as part of the offer or separately in furtherance of such objects

This being an Issue of Debentures, promoters or directors contribution is not required.

4.41 Status of Debentures

The Debentures shall rank *pari-passu* inter se and without any preference or priority among themselves.

4.42 Disclosure Clause

In the event of default in the repayment of the principal and/or interest on the Debentures on the due dates, the Debenture Trustee and /or the Stock Exchanges and/or the Reserve Bank of India and/or SEBI will have an unqualified right to disclose or publish the name of the Issuer and its directors as defaulter in such manner and through such medium as the Investors and/or the Reserve Bank of India in their absolute discretion may think fit. Over and above the aforesaid terms and conditions, the said Debentures shall be subject to the Terms and Conditions to be incorporated in the Debenture Trust Deed and Debenture Trustee Agreement.

4.43 Modification of Rights

The Trustee shall concur with the Bank (without requiring any approval of the Debenture Holder(s)) in making any modifications in the rights, privileges, terms and conditions attached to the Debentures which is essential and in the opinion of the Trustee would not be materially prejudicial to the interests of the Debenture Holder(s), and to any modification of the terms of the Debentures or any of the other Transaction Documents which is of a formal, minor or technical nature or is to correct a manifest error or which is required to be made pursuant to change in Applicable Law. Any other change or modification to the terms of the Debentures or the Debenture Trust Deed shall require approval by the Debenture Holder(s) as set out in Schedule II (*Provisions for the meetings of the Debenture Holder(s)*) of the Debenture Trust Deed. Upon obtaining such approval, the Trustee and the Bank shall give effect to the same by executing necessary deed(s) supplemental to the Transaction Documents.

4.44 Conflict

In case of any repugnancy, inconsistency or where there is a conflict between the conditions/covenants as are stipulated in this document and any transaction document/s to be executed by the Bank, the provisions mentioned in the Key Information Document shall prevail and override the provisions mentioned elsewhere.

4.45 Interpretation

The terms and conditions mentioned in this General Information Document are to be read and understood in conjunction with the terms contained in the other transaction documents to be executed by the Bank of this Issue.

4.46 Issue Details along with the Cash Flows

The following is a summary of the terms of the Issue to the extent that they are applicable to each Series. Since the terms for each Series may be different, the specific terms of each Series of Debentures to be issued under the Issue shall be specified in the relevant Key Information Document to be issued in respect of that Series, which Key Information Document will also be filed with BSE/NSE.

Security Name (Name of the non-convertible securities which includes (Coupon/dividend, Issuer Name and maturity year) e.g. 8.70% XXX 2015.	As per Key Information Document for each issuance.
Issuer	ESAF Small Finance Bank Limited
Type of Instrument	As per Key Information Document for each issuance.
Nature of Instrument (Secured or Unsecured)	As per Key Information Document for each issuance.
Seniority (Senior or Subordinated)	As per Key Information Document for each issuance.
Eligible Investors	<p>The following class of Investors (except government undertaking) are eligible to participate in the offer (being “Eligible Investors”):</p> <p>c) Qualified Institutional Buyers (QIBs) as defined under Regulation 2 (ss) of SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018 dated September 11, 2018, “Qualified Institutional Buyers” means</p> <ol style="list-style-type: none"> A mutual fund, venture capital fund, alternative investment fund and foreign venture capital investor registered with SEBI. Foreign portfolio investor other than individuals, corporate bodies and family offices; a public financial institution; a scheduled commercial bank; a multilateral and bi-lateral development financial institution; a state industrial development corporation; an insurance bank registered with Insurance Regulatory and Development Authority of India; a provident fund with minimum corpus of Rs.25 Crore Rupees; A Pension Fund with minimum corpus of Rs.25 Crores registered with the Pension Fund Regulatory and Development Authority established under sub-section (1) of section 3 of the Pension Fund Regulatory and Development Authority Act, 2013 National Investment Fund set up by resolution No: F.No.2/3/2005-DDII dated November 23, 2005 of the Government of India published in the Gazette of India; insurance funds set up and managed by army, navy or air force of the Union of India; Insurance funds set up and managed by the Department of Posts, India; and Systemically, important Non- Banking Financial Companies <p>d) Any Non-QIB person/ entity who is eligible to invest in Debentures as per the concerned guidelines and regulations and permitted under Applicable Laws (and in the event the private placement of Debentures is pursuant to an EBP platform, then those non-QIBs who/ which has</p>

	<p>been authorized by the Issuer, to participate in a particular issue on the EBP platform).</p> <p>Note: Participation by Eligible Investors in the Issue may be subject to statutory and/or regulatory requirements applicable to them in connection with subscription to Indian securities by such categories of persons or entities. Applicants are advised to ensure that they comply with all regulatory requirements applicable to them, including exchange controls and other requirements. Applicants ought to seek independent legal and regulatory advice in relation to the laws applicable to them.</p> <p>**Please note that the Bank shall have the option to access EBP Platform for the issuance of each Series of Debentures, depending on the size of such Series.</p>
Listing (name of stock Exchange(s) where it will be listed and timeline for listing)	<p>The Debentures are proposed to be listed on the wholesale debt market of the BSE Limited / Bombay Stock Exchange and/or NSE/ National Stock Exchange.</p> <p>In accordance with the SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021, as amended from time to time, and subject to RBI regulations, in case of a delay by the Bank in listing the Debentures beyond such days as prescribed under Applicable Law, the Bank shall, subject to Applicable Law, make payment to the Debenture Holders of 1% (One Percent) per annum over the Coupon Rate from the Deemed Date of Allotment till the listing of such Debentures.</p>
Rating of the Instrument	As per Key Information Document for each issuance.
Issue Size	As per Key Information Document for each issuance.
Minimum subscription	As per Key Information Document for each issuance.
Option to retain oversubscription (Amount)	As per Key Information Document for each issuance.
Objects of the Issue / Purpose for which there is requirement of funds	As per Key Information Document for each issuance.
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	NA
Details of the utilization of the Proceeds	As per Key Information Document for each issuance.
Coupon / Dividend Rate	As per Key Information Document for each issuance.
Step Up/Step Down Coupon Rate	As per Key Information Document for each issuance.
Coupon/Dividend Payment Frequency	As per Key Information Document for each issuance.
Coupon / Dividend payment dates	As per Key Information Document for each issuance.

Cumulative / non-cumulative, in case of dividend	As per Key Information Document for each issuance.
Coupon Type (Fixed, floating or other structure)	As per Key Information Document for each issuance.
Coupon Reset Process (including rates, spread, effective date, interest rate cap and floor etc).	As per Key Information Document for each issuance.
Day Count Basis (Actual/Actual)	As per Key Information Document for each issuance.
Interest on Application Money	As per Key Information Document for each issuance.
Default Interest Rate	<p>In case of default in payment of Coupon and/ or redemption of the principal amount of the Debentures on the respective due dates, additional interest of at least 2% (Two Percent) per annum over and above the Coupon Rate shall be payable by the Bank, subject to Applicable Law, for the defaulting period until the defaulted amount together with the delay penalty is paid.</p> <p>Where the Bank fails to execute the Debenture Trust Deed within the period specified by SEBI, then without prejudice to any liability arising on account of violation of the provisions of the Securities and Exchange Board of India Act, 1992 and the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, the Bank shall also pay interest of at least 2% (Two Percent) per annum or such other rate, as specified by SEBI to the Debenture Holders, over and above the Coupon Rate, till the execution of the Trust Deed, subject to Applicable Law.</p>
Tenor	As per Key Information Document for each issuance.
Redemption Date	As per Key Information Document for each issuance.
Redemption Amount	As per Key Information Document for each issuance.
Redemption Premium /Discount	As per Key Information Document for each issuance.
Issue Price	As per Key Information Document for each issuance.
Discount at which security is issued and the effective yield as a result of such discount.	As per Key Information Document for each issuance.
Premium/Discount at which security is redeemed and the effective yield as a result of such premium/discount.	As per Key Information Document for each issuance.
Put Date	Not Applicable.
Put Price	Not Applicable.
Call Date	Not Applicable.
Call Price	Not Applicable.
Put Notification Time (Timelines by which the investor need to intimate Issuer before exercising the put)	As per Key Information Document for each issuance.

Call Notification Time (Timelines by which the Issuer need to intimate investor before exercising the call)	As per Key Information Document for each issuance.										
Face Value	As per Key Information Document for each issuance.										
Minimum Application and in multiples of thereafter	As per Key Information Document for each issuance.										
Issue Timing	As per Key Information Document for each issuance.										
Issue Opening Date	As per Key Information Document for each issuance.										
Issue Closing date	As per Key Information Document for each issuance.										
Date of earliest closing of the issue, if any.	As per Key Information Document for each issuance.										
Pay-in Date	As per Key Information Document for each issuance.										
Deemed Date of Allotment	As per Key Information Document for each issuance.										
Settlement mode of the Instrument	<p>(a) For issuance in accordance with EBP Guidelines –</p> <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 EBP into the account of the relevant Clearing Corporation, in accordance with the procedure and timelines prescribed in the EBP Guidelines and the operational guidelines of the EBP.</p> <p>For amounts payable by the Issuer to any Debenture Holder pursuant to the terms of the Transaction Documents, Cheque(s)/ Demand Drafts (DDs) / electronic clearing services (ECS)/credit through RTGS / NEFT system/funds transfer to the specified bank account of the Debenture Holder shall be the mode of settlement.</p> <p>(b) For issuance outside the EBP Platform (if specified in the Key Information Document) –</p> <p>The pay in of subscription monies for the Debentures shall be made by way of RTGS/ NEFT to the bank account of the Bank, which bank account details have been captured in the General Information Document. The RTGS details of the Bank are as under:</p> <table> <tr> <td>Beneficiary Name</td><td>ESAF Small Finance Bank Limited</td></tr> <tr> <td>Bank Account No.</td><td>As per Key Information Document for each issuance</td></tr> <tr> <td>IFSC Code</td><td>As per Key Information Document for each issuance</td></tr> <tr> <td>Bank Name</td><td>As per Key Information Document for each issuance</td></tr> <tr> <td>Branch Address</td><td>As per Key Information Document for each issuance</td></tr> </table>	Beneficiary Name	ESAF Small Finance Bank Limited	Bank Account No.	As per Key Information Document for each issuance	IFSC Code	As per Key Information Document for each issuance	Bank Name	As per Key Information Document for each issuance	Branch Address	As per Key Information Document for each issuance
Beneficiary Name	ESAF Small Finance Bank Limited										
Bank Account No.	As per Key Information Document for each issuance										
IFSC Code	As per Key Information Document for each issuance										
Bank Name	As per Key Information Document for each issuance										
Branch Address	As per Key Information Document for each issuance										
Depository	NSDL and CDSL										

Disclosure of Interest/Dividend / redemption dates	As per Key Information Document for each issuance.
Record Date	As per Key Information Document for each issuance.
All covenants of the issue (including side letters, accelerated payment clause, etc.)	Please refer Section 5 below
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	Not Applicable
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	Not Applicable
Transaction Documents	In respect of each Series, shall mean this General Information Document, the Key Information Document(s) for that Series, the Debenture Trust Deed for that Series, the Debenture Trustee Agreement for that Series and the Private Placement Offer Cum Application Letter for that Series, as amended from time to time, and any other document that may be designated by the Debenture Trustee as a Transaction Document.
Conditions Precedent to Disbursement	As per Key Information Document for each issuance.
Conditions Subsequent to Disbursement	As per Key Information Document for each issuance.
Event of Default (including manner of voting /conditions of joining Inter Creditor Agreement)	Please refer Section 5 below
Creation of recovery expense fund	<p>The Issuer has created and is maintaining a recovery expense fund with the BSE/NSE in the manner as may be specified by SEBI from time to time and same shall be informed to the Debenture Trustee and Designated Stock Exchange.</p> <p>The recovery expense fund shall be utilized for the activities as may be permitted by the applicable regulations.</p>
Conditions for breach of covenants (as specified in Debenture Trust Deed)	Please refer Section 5 below
Provisions related to Cross Default Clause	Not Applicable
Role and Responsibilities of Debenture Trustee	To oversee and monitor the overall transaction for and on behalf of the Debenture Holders as customary for transaction of a similar nature and size and as executed under the appropriate Transaction Documents.
Risk factors pertaining to the issue	Please refer Section 3 of this General Information Document

Governing Law and Jurisdiction	<p>(a) 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>(b) The Parties agree that the courts and tribunals in Mumbai, Maharashtra or Thrissur, Kerala shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Transaction Documents and that accordingly any suit, action or proceedings (together referred to as “Proceedings”) arising out of or in connection with the Transaction Documents may be brought in such courts or the tribunals and the Bank irrevocably submits to and accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of those courts or tribunals.</p> <p>(c) The provisions of this clause shall survive the termination of the Transaction Documents.</p>
Cash flow	As per Key Information Document for each issuance.
Due Diligence Certificate	As per Key Information Document for each issuance.

SECTION 5: TRANSACTION DOCUMENTS AND KEY TERMS

5.1 TRANSACTION DOCUMENTS

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

- (a) Debenture Trustee Agreement, which will confirm the appointment of the Debenture Trustee as the debenture trustee in respect of the Issue (“**Debenture Trustee Agreement**”);
- (b) Debenture Trust Deed, which will set out the terms upon which the Debentures are being issued and shall include the representations and warranties and the covenants to be provided by the Bank (“**Debenture Trust Deed**”);
- (c) Key Information Document and Private Placement Offer cum Application Letter for each issuance of Debentures to be made under this General Information Document;
- (d) Such other documents as agreed between the Bank and the Trustee.

5.2 Financial Terms and Conditions

(i) DEBENTURES TO RANK PARI PASSU

The Debentures under each Series shall rank *pari passu*, inter se, without any preference or priority of one over the other or others of them.

(ii) INTEREST ON APPLICATION MONEY

The Bank shall be liable to pay the Debenture Holder(s) interest on application money as more particularly specified in the relevant Key Information Document for each Series and in accordance with the General Information Document.

(iii) DEFAULT INTEREST

All Payments due in respect of the Debentures shall, in case the same be not paid on the respective Due Dates, in respect of the relevant Series, shall carry further interest at the rate specified in the Key Information Document, issued in respect of the relevant Series.

(iv) SUBORDINATED DEBT

The Issue is being made pursuant to the Basel II guidelines as contained in the New Capital Adequacy Framework and the SFB Guidelines and is eligible for inclusion in the Lower Tier II Capital of the Bank. The claims of the investors in Debentures shall:

- (a) be senior to the claims of investors in instruments eligible for inclusion in Tier I Capital and Upper Tier II Capital of the Bank;
- (b) Subject to (a) above, be subordinated to the claims of the other creditors of the Bank (including all the depositors, general creditors of the Bank), but shall rank *pari passu* with the claims of other investors holding Lower Tier II Capital instruments of the Bank; and
- (c) rank *pari passu* inter se the Debenture Holders, without preference amongst themselves.

(v) TIER II CAPITAL

- (a) The Debentures are being issued by the Bank for raising funds towards its Lower Tier II Capital and accordingly the Debentures will constitute “subordinated debt” of the Bank as understood under

the relevant rules and regulations issued by the RBI in this regard particularly under, Annex 5 of the Basel II guidelines as contained in the New Capital Adequacy Framework.

- (b) As the bonds being issued shall be the subordinated debt of the Bank, any clause in this Deed which is not in compliance with the regulations of RBI for permitting a subordinated debt to be treated as Lower Tier II Capital will be deemed to have no force or effect unless prior consent of the RBI is obtained in this regard.

(vi) **COUPON**

(a) **COUPON RATE**

Coupon shall be payable at the rate as may be specified in the relevant Key Information Document(s), in the relevant Series, on every Coupon Payment Date.

(b) **COMPUTATION OF COUPON**

All Coupon accruing on the face value of the Debenture shall accrue and be computed in accordance with the day count basis as more particularly specified in the relevant Key Information Document for each Series.

(c) **BUSINESS DAY CONVENTION**

If any of the Coupon Payment Dates falls on a day which is not a Business Day, the payment to be made on such Due Date shall be made on the next Business Day, except where the Maturity Date falls on a day which is not a Business Day, in which case all payments to be made on the Maturity Date (including accrued Coupon) shall be made on the immediately preceding Business Day. It is hereby clarified that any payments shall also be subject to the day count convention as per the SEBI Debt Listing Regulations.

(vii) **REDEMPTION**

The Debentures shall be taken as fully redeemed on payment of the Redemption Amount by the Bank on the Maturity Date. Such payment shall be a legal discharge of the liability of the Bank towards the Debenture Holders. The principal amount for each Debenture shall be equal to the face value of the said Debenture.

(viii) **PAYMENTS**

Payments will be made on Due Date(s) to the Debenture Holders whose names appear on the register of debenture holders maintained by the registrar and transfer agent as at the end of the Record Date and in case of joint holders of Debentures to the one whose name stands first in the Register of Debenture Holders. Such payments shall be made by credit through the NEFT / RTGS/ electronic fund transfer system permitted by RBI.

(ix) **LISTING OF DEBENTURES**

- (a) The Bank shall list the Debentures on the wholesale debt market of the Stock Exchange within a maximum period of 3 (Three) Business Days of the Deemed Date of Allotment.
- (b) In case of a delay by the Bank in listing the Debentures beyond the aforesaid timelines, the Bank shall make payment to the Debenture Holders of 1% (One Percent) per annum over the Coupon Rate from the relevant Deemed Date of Allotment till the listing of such Debentures, subject to Applicable Law.
- (c) The Bank shall ensure that the Debentures continue to be listed on the wholesale debt market segment of the Stock Exchange.

(x) **NOMINEE DIRECTOR**

The Debenture Trustee shall have a right to appoint a nominee Director on the Board of Directors of the Bank (hereinafter referred to as the “**Nominee Director**”) and the Bank shall do all such acts and deeds as are necessary under the Applicable Laws, or otherwise, for giving effect to such appointment, in accordance with the provisions of the Securities and Exchange Board of India (Debenture Trustee) Regulations, 1993 and under the relevant rules issued under the Act in the event of:

- (a) 2 (Two) consecutive defaults in payment of Coupon to the Debenture Holders; or
- (b) Any default on the part of the Bank in redemption of the Debentures.

The Nominee Director so appointed shall not be liable to retire by rotation nor shall be required to hold any qualification shares. The Bank shall take steps to amend its articles of association for the purpose if necessary.

The bank shall appoint the person nominated by the debenture trustee(s) in terms of clause (e) of sub-regulation (1) of regulation 15 of the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993, as a director on its Board of Directors at the earliest and not later than one month from the date of receipt of nomination from the debenture trustee(s) as to appointment of Nominee Director

(xi) **TRANSFER OF DEBENTURES**

- (a) The Debentures shall be freely transferable and transmittable by the Debenture Holders in whole or in part without the prior consent of the Bank. The Debenture Holders shall also have the right to novate, transfer or assign its rights and/or the benefits under the Transaction Documents upon such transfer/transmission of the Debentures.
- (b) It is clarified that the Bank shall not assign any of the rights, duties or obligations under this Deed or in relation to the Debentures without the prior written consent of the Debenture Trustee (acting on the instructions of all the Debenture Holder(s)).

(xii) **DEBENTURES FREE FROM EQUITIES**

Each Debenture Holder will be entitled to its Debentures free from equities or cross claims by the Bank against the original or any intermediate holders thereof.

(xiii) **DEBENTURE HOLDER NOT ENTITLED TO SHAREHOLDERS’ RIGHTS**

The Debenture Holders shall not be entitled to any of the rights and privileges available to the shareholders of the Bank (including right to receive notices of or to attend and vote at the general meetings or to receive annual reports of the Bank) other than those available to them under the Act.

(xiv) **VARIATION OF DEBENTURE HOLDERS’ RIGHTS**

The rights, privileges and conditions attached to the Debentures may be varied, modified or abrogated with the consent in writing of the Majority Debenture Holders, which consent shall be obtained by the Debenture Trustee.

(xv) **RIGHT TO RE-PURCHASE AND RE-ISSUE THE DEBENTURES BY THE ISSUER**

The Bank subject to the prevailing guidelines, rules/regulations of RBI, SEBI and other authorities, shall have the option from time to time to repurchase a part or all of the Debentures from the secondary markets or otherwise, on prior mutual consent(s) from the Debenture Holder(s), at any time prior to the date of maturity subject to prior written consent of the RBI.

In the event of a part or all of its Debentures being repurchased as aforesaid or redeemed under any circumstances whatsoever, the Issuer shall have, and shall be deemed to have had, the power to reissue the Debentures either by reissuing the same Debentures or by issuing other Debentures in their place.

Further the Bank, in respect of such repurchased/redeemed Debentures shall have the power exercisable either for a part or all of those Debentures, to cancel, keep alive, appoint nominee(s) to hold or reissue at such price and on such terms and conditions as it may deem fit and as permitted by the Applicable Law.

(xvi) **RE-ISSUANCE**

The Bank reserves the right to make multiple issuance under the same ISIN with reference to Chapter VIII of the Debenture Master Circular time. The issue can be made either by way of creation of fresh ISIN or by way of issuance under the existing ISIN at premium / par / discount as the case may be.

5.3 ADDITIONAL COVENANTS

Shall be disclosed in the relevant Key Information Document ;

5.4 EVENTS OF DEFAULT

If one or more of the events specified herein under happens, the Trustee shall, upon request in writing of the Majority Debenture Holder(s) and subject to Applicable Law, be entitled to call an 'Event of Default' by issuing a notice in writing to the Bank (hereinafter each an **"Event of Default"** and collectively, **"Events of Default"**) and take actions as set out in Clause 5.6 and Clause 5.2(x) (*Nominee Director*):

- (a) If the Bank does not pay on the Due Date(s) any amount payable in terms of the Transaction Documents at the place at and in the currency in which it is expressed to be payable, unless its failure to pay is caused by technical error and payment is made within 1 (One) Business Day of the relevant Due Date;
- (b) The Bank admits in writing its inability to pay its debts as they fall due or suspends making payments on any of its debts or by reason of actual financial difficulties commences negotiations with one or more creditors with a view to rescheduling its indebtedness;
- (c) Any Transaction Documents in whole or in part, becomes invalid or ceases to be a legally valid, binding and enforceable obligation of the Bank;
- (d) It is or becomes unlawful for the Bank to perform any of its obligations under the Transaction Documents and/or any obligation or obligations of the Bank under any Transaction Document are not or cease to be valid, binding or enforceable;
- (e) Any representation or warranty made by the Bank in any Transaction Document or in any certificate, financial statement or other document delivered to the Debenture Trustee/ Debenture Holders by the Bank is incorrect, false or misleading in any respect made or deemed made;
- (f) The Bank repudiates any of the Transaction Documents, or evidence an intention to repudiate any of the Transaction Documents;
- (g) The occurrence of a Material Adverse Effect and such Material Adverse Effect has not been remedied or rectified within a period of 15 (Fifteen) calendar days from the date of receipt of notice from the Debenture Trustee.
- (h) 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, winding-up, insolvency, dissolution, administration or reorganization (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Bank; or
 - (ii) a composition, compromise, assignment or arrangement with any creditor of the Bank; or
 - (iii) the appointment of a liquidator, receiver, or other similar officer in respect of a composition, compromise, assignment or arrangement with any creditor of the Bank; or
 - (iv) enforcement of assets of the Bank or any analogous procedure or step is taken in any jurisdiction; or
 - (v) any other event occurs or proceeding is instituted that under any Applicable Law would have an effect analogous to any events listed in paragraphs (i), (ii), (iii) and/or (iv) above

- (i) Any proceedings in relation to bankruptcy or insolvency of the Bank are initiated (voluntarily or involuntarily);
- (j) Any order is made by any Governmental Authority, or any resolution is passed by the shareholders of the Bank, for the winding-up of the Bank;
- (k) Surrender, revocation or suspension of the Bank's certificate of registration as an SFB by the Reserve Bank of India, save and except the voluntary surrender of such certificate in the event the Bank becomes a universal bank in accordance with applicable regulatory requirements;
- (l) The de-listing of the Debentures at any point of time prior to the Final Redemption Date;
- (m) The Bank ceases to carry on its business or any substantial part thereof or gives notice of its intention to do so;
- (n) If a petition is filed for the winding up of the Bank under the Companies Act, 2013 and the same is not stayed or dismissed within a period of 15 (Fifteen) days of its filing;
- (o) Failure of the Bank to make payment in respect of any borrowing appearing in the balance sheet of the Bank (including any borrowing availed by way of issuance of non-convertible debentures but excluding the borrowing availed by the Bank pursuant to the issuance of Debentures under the Issue) owed to any financial creditor and which failure, in the reasonable opinion of the Debenture Trustee, could adversely affect the performance by the Bank of its obligations in respect of the Debentures;
- (p) Breach of any representations, covenants or undertaking of the Bank in the Transaction Documents other than as set out in clause (a) to clause (o) hereinabove.

5.5 Consequences of Events of Default

- (a) Upon the occurrence of any Event of Default under this Deed, the Bank shall have 15 (Fifteen) calendar days from the date of receipt of notice from the Debenture Trustee to rectify such Event of Default during which time the Debenture Trustee shall not take any action under the Transaction Documents with respect to the enforcement of security, recovery of the Redemption Amount or enforcement of any other provisions of the Transaction Documents ("**Cure Period**").

Provided that there shall be no Cure Period in respect of an Event of Default under Clause 5.4(a), Clause 5.4(b), Clause 5.4(c) and Clause 5.4(d) above.
- (b) If the Bank does not rectify an Event of Default within the aforesaid Cure Period (or where there is no Cure Period, upon the occurrence of an Event of Default), the Debenture Trustee shall if so directed by the Majority Debenture Holder.
 - (i) declare that all or part of the obligations be immediately due and payable, whereupon they shall become immediately due and payable;
 - (ii) accelerate the redemption of the Debentures;
 - (iii) exercise any other right and remedies that the Debenture Trustee and /or Debenture Holder(s) may have under the Transaction Documents or under Applicable law including in relation to entering into the inter-creditor agreement with the creditors of the Bank (provided under the framework specified by the Reserve Bank of India and the voting of which shall be through show of hands or poll or through such other manner as the Majority Debenture Holder/s may deem fit) and in relation to Recovery Expense Fund pursuant to the SEBI DT Master Circular, as amended, modified or replaced from time to time or any other rights and remedies as Debenture Holder may deem fit without intervention of the Court and without having to obtain any consent of the Bank
- (c) If any Event of Default or any event which, after the notice, or lapse of time, or both, would constitute an Event of Default has occurred, the Bank shall, promptly give notice thereof to the Debenture Trustee, in writing, specifying the nature of such Event of Default.

SECTION 6: OTHER INFORMATION AND APPLICATION PROCESS

The Debentures being offered as part of the Issue are subject to the provisions of the Companies Act, 2013, the Memorandum and Articles of Association of the Issuer, the terms of this General Information Document read with the relevant General Information Document, the Application Form and other terms and conditions as may be incorporated in the Transaction Documents.

6.1 Mode of Transfer/Transmission of Debentures

The Debentures shall be transferable freely; however, it is clarified that no Investor shall be entitled to transfer the Debentures to a person who is not entitled to subscribe to the Debentures. The Debentures shall be transferred and/or transmitted in accordance with the applicable provisions of the Companies Act, 2013 and other applicable laws. The Debentures held in dematerialized form shall be transferred subject to and in accordance with the rules/procedures as prescribed by NSDL/CDSL and the relevant DPs of the transferor or transferee and any other applicable laws and rules notified in respect thereof. The transferee(s) should ensure that the transfer formalities are completed prior to the Record Date. In the absence of the same, amounts due will be paid/redemption will be made to the person, whose name appears in the register of Debenture Holder(s) maintained by the R&T Agent as on the Record Date, under all circumstances. In cases where the transfer formalities have not been completed by the transferor, claims, if any, by the transferees would need to be settled with the transferor(s) and not with the Issuer. The normal procedure followed for transfer of securities held in dematerialized form shall be followed for transfer of these Debentures held in dematerialised form. The seller should give delivery instructions containing details of the buyer's DP account to his DP.

6.2 Debentures held in Dematerialized Form

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

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

6.3 Debenture Trustee for the Debenture Holder(s)

The Issuer shall appoint the Debenture Trustee to act as trustee for the Debenture Holder(s) in respect of each Series issued under this General Information Document. The Issuer and the Debenture Trustee intends to enter into the Debenture Trustee Agreement and the Debenture Trust Deed inter alia, specifying the powers, authorities and obligations of the Debenture Trustee and the Issuer. The Debenture Holder(s) shall, without further act or deed, be deemed to have irrevocably given their consent to the Debenture Trustee or any of its agents or authorized officials to do all such acts, deeds, matters and things in respect of or relating to the Debentures as the Debenture Trustee may in its absolute discretion deem necessary or require to be done in the interest of the Debenture Holder(s). Any payment made by the Issuer to the Debenture Trustee on behalf of the Debenture Holder(s) shall discharge the Issuer pro tanto to the Debenture Holder(s). The Debenture Trustee will protect the interest of the Debenture Holder(s) in regard to the repayment of principal and coupon thereon and they will take necessary action, subject to and in accordance with the Debenture Trustee Agreement and the Debenture Trust Deed, at the cost of the Issuer. No Debenture Holder(s) shall be entitled to proceed directly against the Issuer unless the Debenture Trustee, having become so bound to

proceed, fails to do so. The Transaction Documents of shall more specifically set out the rights and remedies of the Debenture Holder(s) and the manner of enforcement thereof.

6.4 Sharing of Information

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

6.5 Debenture Holder(s) not a Shareholder

The Debenture Holder(s) shall not be entitled to any right and privileges of shareholders other than those available to them under the Companies Act, 2013. The principal amount and interest on the Debentures will be paid to the registered Debenture Holders only, and in case of joint holders, to the one whose name stands first. The Debentures shall not confer upon the Debenture Holder(s), the right to receive notice(s) or to attend and to vote at any general meeting(s) of the shareholders of the Issuer.

6.6 Modification of Debentures

The Trustee shall concur with the Bank (without requiring any approval of the Debenture Holder(s)) in making any modifications in the rights, privileges, terms and conditions attached to the Debentures which is essential and in the opinion of the Trustee would not be materially prejudicial to the interests of the Debenture Holder(s), and to any modification of the terms of the Debentures or any of the other Transaction Documents which is of a formal, minor or technical nature or is to correct a manifest error or which is required to be made pursuant to change in Applicable Law. Any other change or modification to the terms of the Debentures or the Debenture Trust Deed shall require approval by the Debenture Holder(s) as set out in Schedule II (*Provisions for the meetings of the Debenture Holder(s)*) of the Debenture Trust Deed. Upon obtaining such approval, the Trustee and the Bank shall give effect to the same by executing necessary deed(s) supplemental to the Transaction Documents.

6.7 Right to accept or reject Applications

The Board of Directors reserves its full, unqualified and absolute right to accept or reject any application for subscription to the Debentures, in part or in full, without assigning any reason thereof. Application Forms that are not complete in all respects may be rejected at the sole and absolute discretion of the Bank. Any application which has been rejected, would be intimated by the Bank along with the refund warrant. The Investors will be required to remit the funds as well as submit the duly completed Application Form along with other necessary documents to Issuer by the Deemed Date of Allotment.

6.8 Participation by Anchor Investors

As per respective Key Information Document.

The Issuer shall decide on the participation by anchor investors in the anchor investor allocation portion of the Issue subject to such allocation not exceeding 30% (Thirty Percent) of the base Issue size. The anchor investors may also participate in the Issue under the non-anchor portion of the Issue if identified as an Eligible Participant by the Issuer.

6.9 Notices

- (a) Any notice, demand, communication or other request (individually, a “**Notice**”) to be given or made under the Transaction Documents shall be in writing. Such Notice shall be delivered by hand, registered mail/speed post (postage prepaid), recognized overnight courier service or email or facsimile to the Party to which it is addressed at such Party's address specified below or at such other address as such Party shall from time to time have designated by 5 (Five) days' prior written Notice. Provided however, that in case of a Notice delivered by email or facsimile, the Party delivering such Notice shall also deliver a copy of the same by hand, registered mail/speed post (postage prepaid), recognized overnight courier service. It is clarified that the time of delivery or deemed delivery of any such Notice delivered by facsimile or email and followed by the delivery of a physical copy as aforesaid shall be determined based on the original facsimile or email as opposed to the delivery of the physical copy as aforesaid.
- (b) Notice by the Parties to each other and the Debenture Holder(s) shall be deemed to be effectively given and received upon delivery in person, or 1 (One) Business Day after delivery by recognized overnight courier service, if sent for next Business Day delivery or on receipt by the sender of a transmission report showing successful transmission if sent by facsimile transmission or 5 (Five) Business Days after deposit via certified or registered mail / speed post (postage prepaid), return receipt requested, or in case of e-mail at the time of the sending thereof (provided no delivery failure notification is received by the sender within 24 (Twenty-Four) hours of sending such email), in each case addressed as below:
- (i) **Bank**
ESAF SMALL FINANCE BANK LIMITED
Address: Building No. VII/83/8, ESAF Bhavan, Thrissur-Palakkad National Highway, Mannuthy, Thrissur 680 651, Kerala, India
Attention: Ranjith Raj P
Email: ranjith.raj@esafbank.com
Tel. No.: +91 487 7123 907
Fax No. NIL
- (ii) **Trustee**
Axis Trustee Services Limited
Address: The Ruby, 2nd Floor ,SW, 29 Senapati Bapat Marg, Dadar West, Mumbai, 400028
Attention: Chief Operating Officer
Email: debenturetrustee@axistrustee.in
Tel. No.: 022-62300451
- (c) All information exchanged/ to be exchanged between the Parties may, notwithstanding anything contained in this Clause 6.9 (*Notices*), be exchanged in the manner mentioned herein below:
- (i) Bank to the Trustee: Either by facsimile or courier. However, an email can be sent as an initial communication followed by either facsimile or courier.
- (ii) Debenture Holder(s) to the Trustee: Written communication by means of email(s) received from the Majority Debenture Holder(s).
- (d) This Clause 6.9 (*Notices*) shall survive the termination or expiry of the Transaction Documents.

6.10 Issue Procedure

- (a) For issuance in accordance with the EBP Guidelines –

The Issue setup shall be done by the Issuer in accordance with the EBP Guidelines including the operating guidelines of the EBP platform. The final subscription to the Debentures shall be made by the eligible investors through the electronic book mechanism as prescribed by SEBI under the EBP Guidelines by placing bids on the EBP during the Issue period. An Issuer, at its discretion, may withdraw from the Issue process in accordance with the conditions enlisted in the EBP Guidelines. Eligible Investors should note that disclosure of estimated cut off yield by the EBP platform to the eligible participants, pursuant to closure of Issue, shall be at the discretion of the Issuer. The Issuer may choose to disclose the estimated cut-off yield to all the eligible participants before the bidding.

The minimum number of Debentures that can be applied for and the multiples thereof shall be as set out in the Disclosure Documents. No application can be made for a fraction of a Debenture. Eligible Investors whose bids have been accepted by the Issuer and to whom a signed copy of the Disclosure Documents have been issued by the Issuer and who have submitted/shall submit the Application Form ("**Successful Bidders**"), shall make pay-in of subscription monies in respect of the Debentures towards the allocation made to them, into the bank account of ICCL, on the Deemed Date of Allotment and before the pay-in cut-off time in accordance with the EBP Guidelines, the details of which will be displayed on the EBP platform.

The pay-in by the Successful Bidders will be made only from the bank account(s), which have been provided / updated by the Successful Bidders in the EBP system. Any amount received from third party accounts or from accounts not specified in the EBP system will be refunded and no allotment will be made against such payments. Further, pay-in received from any other bank account may lead to cancellation of bid and consequent debarment of the bidder from accessing the EBP platform for 30 (thirty) days. Upon the transfer of funds into the aforesaid account of ICCL and the Issuer confirming its decision to proceed with the allotment of the Debentures in favour of the Successful Bidders to the clearing corporation, the R&T Agent and the EBP and initiating the requisite corporate action for allotment of Debentures and credit of the demat letter of allotment into the relevant demat account of the Successful Bidders through the R&T Agent, the R&T Agent shall provide corporate action file along with all requisite documents to the Depositories by 12:00 hours and also intimate the EBP of the aforesaid actions. Upon the Depositories confirming the allotment of the Debentures and the credit of the Debentures into the demat account of the Successful Bidders to EBP, the subscription monies in respect of the Debentures from the aforesaid account of the clearing corporation shall be released into the Issuer's bank account, as intimated by the Issuer to the EBP.

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

It may be noted that payment by any other means shall not be accepted. The Bank assumes no responsibility for any applications lost in mail or in transit or any failure of electronic fund transfer.

The Bank will not be responsible in any manner for any delayed receipts / non-receipt of RTGS payments or applications lost in mail.

All transfers/RTGS must be made payable to the designated bank accounts of ICCL, details of which accounts shall be specified on the EBP platform.

(b) For issuance outside of EBP Platform (if specified in the Key Information Document)-

Only Eligible Investors may apply for the Debentures by completing the Application Form in the prescribed format in block letters in English as per the instructions contained therein. Application Forms should be duly completed in all respects and applications not completed in the said manner are liable to be rejected. The name of the Applicant's bank, type of account and account number must be duly completed by the Applicant. This is required for the Applicant's own safety and these details will be printed on the refund orders and /or redemptions warrants.

The Applicant should transfer payments required to be made in any relation by EFT/RTGS, to the bank account of the Issuer as per the details mentioned in the Application Form.

The minimum number of Debentures that can be applied for and the multiples thereof shall be as set out in the Key Information Document. No application can be made for a fraction of Debentures.

It may be noted that payment by any other means shall not be accepted. The Bank assumes no responsibility for any applications lost in mail or in transit or any failure of electronic fund transfer.

The Bank will not be responsible in any manner for any delayed receipts / non-receipt of RTGS payments or applications lost in mail.

All transfers/RTGS must be made payable to the following designated bank accounts of the Issuer.

PAYMENT INSTRUCTIONS

The Application Form should be submitted directly. The entire amount is payable along with the making of an application. Applicants can remit the application amount through RTGS on Pay-in Date. The RTGS details of the Issuer are as under:

Beneficiary Name	ESAF Small Finance Bank Limited
Bank Account No.	As per Key Information Document for each issuance
IFSC Code	As per Key Information Document for each issuance
Bank Name	As per Key Information Document for each issuance
Branch Address	As per Key Information Document for each issuance

6.11 Application Procedure

(a) For issuance in accordance with the EBP Guidelines –

Only Eligible Investors as given hereunder to whom the Disclosure Document is addressed may apply for the Debentures. Eligible Investors are required to register on the EBP platform the link for which shall be available at https://bond.bseindia.com/Investor_Registration.aspx. All the registered and Eligible Investors are required to update the necessary bank account details and demat details before participating in the bidding process on the EBP platform.

Each Series of the Issue will open on the 'Issue Opening Date' and close on the 'Issue Closing Date' (both days inclusive) as stated herein ("Issue Period"). Eligible Investors who wish to invest in the Issue shall submit an application for the Debentures with all the accompanying documents and the Application Money at any time starting from the Issue Opening Date and upto the Issue Closing Date. The subscription to the Debentures shall be made by the Eligible Investors through the electronic book mechanism as prescribed by SEBI during the Issue Period in the manner as set out in the section on 'Issue Procedure' below.

Applications for the Debentures must be made in the Application Form and must be completed in block letters in English by the Eligible Investors. Application Forms must be accompanied by payment details. The full amount of the Face Value applied for has to be paid along with the delivery of the fully completed and executed Application Form together with other applicable documents described below. Application Forms should be duly completed in all respects and applications not completed in the said manner are liable to be rejected. The name of the Applicant's bank, type of account and account number must be duly completed by the Applicant. This is required for the Applicant's own safety and these details will be printed on the refund orders and /or redemptions warrants. All Application Forms duly completed shall be submitted at the Corporate Office of the Issuer which is located at BUILDING NO.VII/83/8,ESAF BHAVAN, THRISSUR-PALAKKAD NATIONAL HIGHWAY, MANNUTHY, THRISSUR, KERALA 680651.

The funds have to be credited to the designated bank accounts of Indian Clearing Corporation Ltd (ICCL)/NSE Clearing Limited (NCL), the details of which shall be provided on the EBP platform, within the prescribed timelines, as per the EBP Guidelines. It may be noted that payment by any other means shall not be accepted. The Issuer assumes no responsibility for any applications lost in mail or in transit or any failure of electronic fund transfer.

The Issuer will not be responsible in any manner for any delayed receipts / non-receipt of payments or applications lost in mail.

(b) For issuance outside of EBP Platform (if specified in the Key Information Document) -

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

Only Eligible Investors as given hereunder to whom the Disclosure Document is addressed may apply for the Debentures.

Applications for the Debentures must be made in the Application Form and must be completed in block letters in English by the Eligible investors. Application Forms must be accompanied by payment details. The full amount of the Face Value applied for has to be paid along with the delivery of the fully completed and executed Application Form together with other applicable documents described below. Application Forms should be duly completed in all respects and applications not completed in the said manner are liable to be rejected. The name of the applicant's bank, type of account and account number must be duly completed by the applicant. This is required for the applicant's own safety and these details will be printed on the refund orders and /or redemptions warrants. All Application forms duly completed shall be submitted at the Corporate Office of the Issuer being BUILDING NO.VII/83/8,ESAF BHAVAN, THRISSUR-PALAKKAD NATIONAL HIGHWAY, MANNUTHY, THRISSUR, KERALA 680651.

The funds have to be credited to Issuer and the RTGS details of the Issuer are as under:

Beneficiary Name	ESAF Small Finance Bank Limited
Bank Account No.	As per Key Information Document for each issuance
IFSC Code	As per Key Information Document for each issuance
Bank Name	As per Key Information Document for each issuance
Branch Address	As per Key Information Document for each issuance

6.12 Fictitious Application

All fictitious applications will be rejected. Any person who (i) makes in a fictitious name, an application to the Bank for acquiring, or subscribing for any Debentures therein, or (ii) otherwise induces the Bank to allot or register any transferor of Debentures therein to him or any other person in a fictitious name, shall be punishable under the extant laws. Attention of Applicants is specially drawn to the provisions of sub-section (1) of section 38 of the Companies Act, 2013.

6.13 Basis of Allotment

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

6.14 Payment Instructions

The pay-in of subscription monies in respect of the Debentures by the Successful Bidder shall be made in accordance with the procedure set out in Section **Error! Reference source not found.** of this General Information Document.

6.15 Eligible Investors

Nothing in the Disclosure Documents shall constitute and/or deem to constitute an offer or an invitation to an offer, to be made to the Indian public or any section thereof through the Disclosure Documents, and the Disclosure Documents and its contents should not be construed to be a prospectus under the Companies Act. Subject to Applicable Law, the categories of investors (except government undertaking) eligible to subscribe to the Debentures in this Issue, when addressed directly, are:

- a) Qualified Institutional Buyers (“QIBs”) means the following entities:
- i. A mutual fund, venture capital fund, Alternative Investment Fund and Foreign Venture Capital Investor registered with SEBI;
 - ii. Foreign portfolio investor other than individuals, corporate bodies and family offices;
 - iii. a Public Financial Institution;
 - iv. a Scheduled Commercial Bank;
 - v. a multilateral and bi-lateral development financial institution;
 - vi. a State Industrial Development Corporation;
 - vii. An insurance company registered with Insurance Regulatory and Development Authority of India;
 - viii. A Provident Fund with minimum corpus of Rs.25 Crore Rupees
 - ix. A Pension Fund with minimum corpus of Rs.25 Crores registered with the Pension Fund Regulatory and Development Authority established under sub-section (1) of section 3 of the Pension Fund Regulatory and Development Authority Act, 2013
 - x. National Investment Fund set up by resolution No: F.No.2/3/2005-DDII dated November 23, 2005 of the Government of India published in the Gazette of India;
 - xi. An insurance funds set up and managed by Army, Navy / Air force of the Union of India;
 - xii. Insurance funds set up and managed by the Department of Posts, India; and
 - xiii. Systemically, important Non- Banking Financial Companies.

Any Non-QIB person/ entity who is eligible to invest in the Debentures as per the concerned guidelines and regulations and permitted under Applicable Laws (and in the event the private placement of Debentures is pursuant to an EBP platform, then those non-QIBs who/ which has been authorized by the Issuer, to participate in a particular issue on the EBP platform).

(the categories of investors specified under (a) and (b) above shall be collectively referred to as the “Eligible Investors”)

Without prejudice to the aforesaid, where the selection of the Eligible Investors is required to be done pursuant to bidding mechanism on the Electronic Platform called “EBP Platform” or any successive arrangement/platform mandated by SEBI under the EBP guidelines, only those Persons:

- a) who have been named in the “List of Eligible Investors” as placed before and approved by the Board; and/or
- b) who are registered on the EBP platform and eligible to make bids for Debentures of the Issuer (considered as ‘deemed identified’);
- c) to whom allocation is to be made by the Issuer pursuant to selection under the electronic book mechanism for issuance of securities on private placement basis in terms of the relevant circulars and directions issued by the Securities and Exchange Board of India and the relevant Electronic Book Providers,

shall be considered as “identified persons” to whom the Issuer shall make private placement of the Debentures and only such “identified persons” shall receive a direct communication from the Issuer with offer to subscribe to the Debentures and only such “identified persons” shall be entitled to subscribe to the Debentures (or any Series thereof).

Notwithstanding anything stated in this document or otherwise, all eligible investors are required to check and comply with Applicable Laws including the relevant rules / regulations / guidelines / directions applicable to them for investing in this Issue of the Debentures, including all eligibility and registration formalities under the EBP Guidelines and the Issuer, is not in any way, directly or indirectly, responsible for any statutory or regulatory or procedural breaches by any investor, neither is the Issuer required to check or confirm the same.

The Disclosure Documents and the contents hereof are restricted for only the intended recipient(s) who have been addressed directly through a communication by or on behalf of the Issuer and only such recipients are eligible to apply for the Debentures.

(b) For issuance outside of EBP Platform (if specified in the Key Information Document) -

Nothing in the General Information Document shall constitute and/or deem to constitute an offer or an invitation to an offer, to be made to the Indian public or any section thereof through the General Information Document, and the General Information Document and its contents should not be construed to be a prospectus under the Companies Act. Subject to applicable law, the categories of investors eligible to subscribe to the Debentures in this Issue, when addressed directly, are those as set out in the section for ‘Eligible Investors’ hereinabove. The Disclosure Documents and the contents hereof are restricted for only the intended recipient(s) who have been addressed directly through a communication by or on behalf of the Issuer and only such recipients are eligible to apply for the Debentures.

Notwithstanding anything stated in this document or otherwise, all eligible investors are required to check and comply with applicable laws including the relevant rules / regulations / guidelines / directions applicable to them for investing in this issue of Debentures and the Issuer, is not in any way, directly or indirectly, responsible for any statutory or regulatory or procedural breaches by any investor, neither is the Issuer required to check or confirm the same.

Eligible Investors who fall in any of the following categories, shall accompany their Application Forms with the following documents:

PAN / GIR No:

All Applicants should mention their Permanent Account number (PAN) allotted under Income Tax Act, 1961 or where the same has not been allotted, the GIR Number and the IT Circle/Ward/District should be mentioned. In case where neither the PAN nor the GIR number has been allotted, or the Applicant is not assessed to Income Tax, the fact of such non-allotment should be mentioned in the Application Form. Applications without this will be considered incomplete and are liable to be rejected.

Application by Banks/ Corporate Bodies/ Mutual Funds/ Financial Institutions/ Trusts/ Statutory Corporations

As per Section 6.20 of this General Information Document.

Application by Partnership Firm

The applications must be accompanied by certified copies of (i) the PAN Card of the partnership firm; (ii) copy of the partnership deed; (iii) the photo identity proof like Passport / PAN Card / Driving License, etc. of the partner(s) signing the Application Form and specimen signatures of authorised signatories; and (iv) an authority letter from all partners authorizing such investment.

Application under Power of Attorney

As per Section 6.19 of this General Information Document.

6.16 Procedure for Applying for Dematerialized Facility

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

6.17 Depository Arrangements

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

6.18 List of Beneficiaries

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

6.19 Application under Power of Attorney

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

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

6.20 Procedure for application by Banks / Corporate Bodies / Mutual Funds / Financial Institutions / Trusts / Statutory Corporations and Multiple Applications

The applications must be accompanied by certified true copies of (i) memorandum and articles of association/constitution/by-laws/trust deed; (ii) resolution authorizing investment and containing operating instructions; (iii) specimen signatures of authorized signatories; and (iv) necessary form for claiming exemption from on interest on the application money.

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

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

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

6.21 DOCUMENTS TO BE PROVIDED BY INVESTORS

Eligible Investors need to submit the following documents, as applicable and also as set out in this Section 6 for any specific type of Eligible Investor:

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

6.22 Applications to be accompanied with Bank Account Details

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

6.23 Succession

In the event of winding-up of the holder of the Debenture(s), the Issuer will recognize the liquidator or such other legal representative of the Debenture Holder(s) as having title to the Debenture(s).

In the event of the demise of the sole/first holder of the Debentures or the last survivor, in case of joint holders for the time being, the Issuer shall recognize the executor or administrator of the deceased Debenture Holder, or the holder of succession certificate or other legal representative as having title to the Debentures.

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

6.24 Effect of Holidays

In the event that any Coupon Payment Date or the due date for the performance of any event, falls on a day which is not a Business Day, the immediately succeeding Business Day shall be due date for the Coupon payment or the performance of the event however the dates of the future coupon payments would be as per the schedule originally stipulated at the time of issuing the Debentures.

If the Maturity Date / Redemption Date (including the last Coupon Payment Date) or the due date for performance of any obligations by the Bank under any of the Transaction Documents or the due date in respect of liquidated damages and all other monies payable under a Series falls on a day which is not a Business Day, then the immediately preceding Business Day shall be the due date for such payment. The calculation for payment of Coupon shall be only till such immediately preceding Business Day.

It is hereby clarified that any payments to be made in relation to the Debentures shall also be subject to the day count convention as per the SEBI NCS Regulations.

6.25 Mode of Payment

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

6.26 Tax Deduction at Source

Tax as applicable under the Income Tax Act, 1961, or any other statutory modification or re-enactment thereof will be deducted at source. For seeking TDS exemption/lower rate of TDS, relevant certificate/document must be lodged by the Debenture Holder(s) at the office of the R&T Agents of the Issuer at least 15 (Fifteen) calendar days before the relevant payment becoming due. Tax exemption certificate / declaration of non-deduction of tax at source on interest on application money, should be submitted along with the Application Form.

If any payments under this Issue is subject to any tax deduction other than such amounts as are required as per current regulations existing as on the date of the Debenture Trust Deed, including if the Issuer shall be required legally to make any payment for Tax from the sums payable under the Debenture Trust Deed, (“**Tax Deduction**”), the Issuer shall make such Tax Deduction, as may be necessary and shall simultaneously pay to the Debenture Holders such additional amounts as may be necessary in order that the net amounts received by the Debenture Holders after the Tax Deduction shall equal the respective amounts which would have been receivable by the Debenture Holders in the absence of such Tax Deduction.

6.27 Allotment

The Debentures shall be allotted and credited into the demat account of the Investor within two days from the Deemed Date of Allotment.

6.28 Deemed Date of Allotment

All the benefits under the Debentures will accrue to the Investor from the specified Deemed Date of Allotment. Please refer respective Key Information Document of each Series.

6.29 Record Date

The Record Date will be as per Key Information Document for each issuance.

6.30 Refunds

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

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

6.31 Interest on Application Money

The Bank shall be liable to pay the Debenture Holder(s) interest on Application Money as more particularly specified in the relevant Key Information Document for each Series.

6.32 Further Borrowings

The Bank shall be entitled to make further issue of Debentures and/or raise further loans and/or avail of further deferred payment/guarantee facilities from time to time for such amounts and from such persons/public financial institutions/banks or any other financial corporations or body corporate on such basis as may be agreed with such lender, and shall not require any permission/consent of the Debenture Trustee/ Debenture Holder for the same so long as no Event of Default has occurred and is continuing. The Bank may also issue secured non-convertible debentures under the same ISIN(s) for the current and the future issues in accordance with Chapter VIII of the Debentures Master Circular.

6.33 Pan Number

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

6.34 Payment on Redemption

Unless previously redeemed or purchased and cancelled as specified below, the Debentures of each Series shall be redeemed at such price, at the expiry of the tenor as mentioned in the respective Key Information Document.

The Bank shall compute the redemption proceeds to be paid to the Debenture Holder(s) of each Series based on the respective Key Information Document. The Bank's liability to the Debenture Holders of any Series in respect of all their rights including for payment or otherwise shall cease and stand extinguished after maturity

of that Series, in all events save and except for the Debenture Holder's right of redemption. Upon dispatching the payment instrument towards payment of the redemption amount in respect of the Debenture of any Series, the liability of the Bank in respect of such Series shall stand extinguished.

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

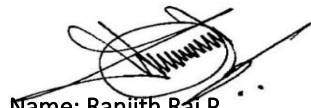
SECTION 7: DECLARATION

PART A

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

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

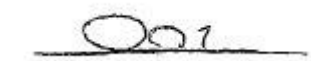
For ESAF Small Finance Bank Limited



Name: Ranjith Raj P
Designation: Company Secretary

Date: July 08, 2025
Place: Kerala

For ESAF Small Finance Bank Limited



Name: Gireesh C P
Designation: Executive Vice President – Finance and Chief Financial Officer

Date: July 08, 2025
Place: Kerala

PART B

DECLARATION BY THE DIRECTORS THAT-

- a. Nothing in this issue document is contrary to the provisions of the Securities Contracts (Regulation) Act, 1956 and the Securities and Exchange Board of India Act, 1992, Companies Act 2013 and the rules and regulations made thereunder;
- b. the Bank has complied with the provisions of the Securities Contracts (Regulation) Act, 1956 and the Securities and Exchange Board of India Act, 1992, Companies Act 2013 and the rules and regulations made thereunder;
- c. the compliance with the said Act and the rules made thereunder do not imply that payment of dividend or interest or repayment of preference shares or debentures, if applicable, is guaranteed by the Central Government;
- d. the monies received under the offer shall be used only for the purposes and objects indicated in the private placement offer cum application letter;
- e. 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

Investment in non-convertible securities is risky, and investors should not invest any funds in such securities unless they can afford to take the risk attached to such investments. Investors are advised to take an informed decision and to read the risk factors carefully before investing in this offering. For taking an investment decision, investors must rely on their examination of the Issue including the risks involved in it. Specific attention of investors is invited to statement of risk factors contained under Section 3 of this issue 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.

- f. The contents of this General Information Document have been perused by the Board of Directors, and the final and ultimate responsibility of the contents mentioned herein lies with the Board of Directors.

We are authorized by the Board of Directors of the Bank vide resolution dated March 21, 2025 read with the resolutions of the Management Committee dated [.] to sign this form and declare that all the requirements of Companies Act, 2013 and the rules made thereunder in respect of the subject matter of this form and matters incidental thereto have been complied with. Whatever is stated in this 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.

Signed

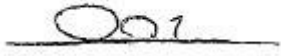
For and on behalf of Directors of
ESAF Small Finance Bank Limited



Name: Kadambeil Paul Thomas
Designation: Managing Director and Chief Executive Officer

Date: July 08, 2025
Place: Thrissur

**For and on behalf of Directors of
ESAF Small Finance Bank Limited**



Name: Gireesh C.P.

Designation: Executive Vice President – Finance and Chief Financial Officer

Date: July 08, 2025

Place: Thrissur

Attachments:

- Copy of board resolution
- Copy of shareholders resolution
- Copy of optional attachments, if any.

SECTION 8: ANNEXURES

**ANNEXURE I – CERTIFIED TRUE COPY OF BOARD RESOLUTION AND THE MANAGEMENT COMMITTEE
RESOLUTIONS**

[AS ANNEXED SEPARATELY]

ANNEXURE II - COPY OF SHAREHOLDERS RESOLUTION

ANNEXURE III: FINANCIALS

Standalone Audited Financial Statement

BALANCE SHEET

Particulars	(Rs. in Crore)		
	As at March 31, 2025	As at March 31, 2024	As at March 31, 2023
CAPITAL AND LIABILITIES			
Capital	515.43	514.78	449.47
Employee Stock Options Outstanding	4.04	5.68	5.88
Reserves and Surplus	1429.58	1,971.33	1,259.65
Deposits	23276.44	19,867.80	14,665.62
Borrowings	1405.73	3,222.53	3,354.20
Other Liabilities and Provisions	547.07	504.76	488.83
Total	27178.29	26,086.88	20,223.65
ASSETS			
Cash and Balances with Reserve Bank of India	1351.43	1,364.65	739.55
Balances with Banks and Money at Call and Short Notice	627.68	58.28	27.50
Investments	5995.26	5,541.02	4,888.53
Advances	18027.87	18,293.11	13,924.33
Fixed Assets	300.42	207.55	187.93
Other Assets	875.63	622.27	455.81
Total	27178.29	26,086.88	20,223.65
Contingent Liabilities	198.59	2.19	1.90
Bills for collection	-	-	-

PROFIT AND LOSS ACCOUNT

Particulars	(Rs. in Crore)		
	Year ended March 31, 2025	Year ended March 31, 2024	Year ended March 31, 2023
I. INCOME			
Interest Earned	3862.22	3,818.43	2,853.66
Other Income	467.09	441.82	287.91
Total	4329.31	4,260.25	3,141.57
II. EXPENDITURE			
Interest Expended	1810.69	1,448.73	1,017.32
Operating Expenses	1961.51	1,648.83	1,230.54
Provisions and Contingencies	1078.50	737.12	591.38
Total	4850.70	3,834.68	2,839.24
III. PROFIT/LOSS			

Net Profit/(Loss) for the period/ year (I - II)	(521.39)	425.57	302.33
Profit brought forward from Previous Year	857.28	542.02	321.50
	335.89	967.59	623.83
IV.APPROPRIATIONS			
Transfer to Statutory Reserve	-	106.39	75.58
Transfer to Capital Reserve	8.67	1.02	0.28
Dividend Paid	36.04	-	-
Transfer to/(from) Investment Fluctuation Reserve Account	-	2.90	5.95
Balance carried over to Balance Sheet	291.18	857.28	542.02
Total	335.89	967.59	623.83
	-		
Earnings per share(in Rs.) (Face Value of Rs.10/- each)	-		
Basic	(10.13)	8.96	6.73
Diluted	(10.12)	8.94	6.71

CASH FLOW STATEMENT

(Rs. in Crore)

Particulars	Year ended March 31, 2025	Year ended March 31, 2024	Year ended March 31, 2023
Cash Flows from Operating Activities			
Net Profit/(Loss) before tax	(692.97)	570.41	406.04
Adjustments for:			
Depreciation on Fixed Assets	59.25	50.99	41.79
Amortisation of Premium on HTM Investments	0.57	6.48	6.27
Profit on sale of investments (net)	(79.16)	(20.65)	(15.64)
Profit/(Loss) on sale of Fixed Assets	(.09)	(0.09)	0.34
Provision for Non Performing Advances	1496.61	589.02	615.79
Provision/ (Reversal) for Standard Advances	6.11	20.43	(128.11)
Expense on Employee Stock Option	3.95	(0.20)	1.07
Provision for Depreciation on investments	(2.34)	(20.17)	91.39
Provision/ (Reversal) for Other Contingencies	2.46	(7.40)	5.45
	794.39	1,188.83	1,024.40
Adjustments for:			
(Increase)/ Decrease in Investments (other than HTM Investments)	256.21	(106.15)	(397.61)
(Increase)/ Decrease in Advances	(1231.37)	(4,957.80)	(2,903.12)
(Increase)/ Decrease in Fixed Deposit with Banks (Original Maturity greater than 3 months)	(0.32)	(2.38)	-
(Increase)/ Decrease in Other Assets	(79.38)	(166.29)	(169.35)

Increase/ (Decrease) in Deposits	3408.64	5,202.18	1,850.55
Increase/ (Decrease) in Other liabilities and provisions	33.73	2.87	83.43
Direct taxes paid	(5.58)	(160.33)	(61.30)
Net Cash Flows from/(used in) Operating Activities (A)	3176.32	1,000.93	(573.00)
Cash Flows from/(Used in) Investing Activities			
Purchase of Fixed Assets	(152.68)	(71.41)	(71.65)
Proceeds from Sale of Fixed Assets	0.66	0.88	1.07
(Increase)/ Decrease in Held to Maturity Investments	(616.80)	(512.00)	(502.64)
Net Cash Used in Investing Activities (B)	(768.82)	(582.53)	(573.22)
Cash Flows from/(Used in) Financing Activities			
Proceeds from Issue of Share Capital (including Share Premium)	1.21	390.70	-
Share Issue Expenses	-	(23.93)	-
Dividend Paid	(36.03)	-	-
Increase/(Decrease) in Borrowings	(1,816.80)	(131.67)	401.36
Cash Flows from/(Used in) Financing Activities (C)	(1,851.62)	235.10	401.36
Net Increase/(Decrease) in Cash and Cash Equivalents (A+B+C)	555.88	653.49	(744.86)
Cash and Cash Equivalents at the beginning of year	1,419.91	766.42	1,511.28
Cash and Cash Equivalents at the end of year	1,975.79	1,419.91	766.42

Consolidated Audited Financial Statements

Not Applicable

ANNEXURE IV – RELATED PARTY TRANSACTIONS

Related Party #	Nature of Relationship
ESAF Financial Holdings Private Limited ("erstwhile ESAF Microfinance and Investments Private Ltd.") ("EFHL")	Significant Investor *
Cedar Retail Private Limited ("erstwhile ESAF Retail Private Ltd.") ("CEDAR Retail")	Entities in which Key Managerial Person (KMP) is a member (shareholder)
Lahanti Homes and Infrastructure (P) Ltd. [Erstwhile ESAF Homes and Infrastructure Private Ltd] ("Lahanti Homes")	Entities in which KMP is a member (shareholder)
ESAF Swasraya Producers Company Ltd. ("ESAF Producer Company")	Entities in which KMP is a member (shareholder)
K. Paul Thomas	Key Managerial Person (MD and CEO)
Mereena Paul	Relative of KMP
Emy Acha Paul	Relative of KMP
Alok Paul Thomas	Relative of KMP
Abhishek Joe Paul	Relative of KMP
Ashish Krish Paul	Relative of KMP
Beena George	Relative of KMP
ESAF Foundation [erstwhile Evangelical Social Action Forum]	Enterprises over which KMP has significant influence
Prachodhan Development services ("Prachodhan")	Enterprises over which KMP has significant influence through relative

#Related parties are identified and disclosed as per Accounting Standard 18 - Related Party Disclosures specified under Section 133 of the Companies Act, 2013 read with the Companies (Accounts) Rules, 2014.

*EFHL holds 52.94%, 62.46% and 62.46% of the equity share capital of the Bank during the years ended 31 March 2024, 31 March 2023 and 31 March 2022 respectively. However, since the voting rights of any investor in Banks are restricted to 26% pursuant to the provisions of RBI guidelines, EFHL has been considered as Significant Investor.

(amount in Crores)

Nature of Transaction	Related Party	March 31, 2025	March 31, 2024	March 31, 2023	March 31, 2022
Liabilities					
Term Deposit placed	ESCO	NA	NA	NA	NA
	ESAF Foundation	NA	NA	3.15	0.61

	LLMS	NA		NA	NA
	Lahanti Homes	-	0.17	-	-
	K. Paul Thomas	0.58	0.06	-	-
	Alok Paul Thomas	0.25	*	-	-
	Emy Acha Paul	-	*	0.05	0.05
	Beena George	0.17	0.17	0.11	*
	Cedar Retail	-	-	-	0.50
	Prachodhan	-	*	-	-
	George K John	0.02	NA	NA	NA
	EFHL	55.57	42.88	-	72.42
Term Deposit Matured	EFHL	40.77	41.28	-	108.92
	ESCO	-	NA	NA	NA
	Cedar Retail	-	-	0.50	-
	K. Paul Thomas	0.53	-	-	0.29
	Beena George	0.16	0.18	*	*
	ESAF Foundation	-	0.15	1.30	0.36
	Emy Acha Paul	-	-	0.05	0.07
	Prachodhan	-	*		
	LLMS	-	-	NA	NA
Transactions in Demand Deposit (net)	ESCO	NA	NA	NA	NA
	Cedar Retail	(3.97)	0.77	0.94	2.43
	ESAF Foundation	2.40	(*)	*	*
	EFHL	(9.54)	9.73	0.99	*
	LLMS	-	-	NA	NA
	Lahanti Homes	-	-	-	(0.19)
	ESAF Producer Company	(0.04)	*		
	Prachodhan	0.16	0.25	*	*
	K. Paul Thomas	1.99	0.75	0.14	0.28
Transactions in Savings Deposit (net)	Mereena Paul	(0.74)	0.57	0.08	0.35
	ESCO	NA	NA	NA	NA
	Emy Acha Paul	(0.06)	-	0.09	*
	Alok Paul Thomas	0.01	(0.01)	*	*
	ESAF Foundation	7.13	8.71	1.38	2.95
	Prachodhan	(0.55)	0.27	(0.16)	(0.48)
	Abhishek Joe Paul	(0.01)	-	*	*
	Ashish Krish Paul	-	-	*	*
	Beena George	(0.01)	(0.04)	*	(*)
	George K John	0.06	NA	NA	NA
	ESAF Producer Company		-	*	(*)
	ESCO	NA	NA	NA	NA
	Cedar Retail	-	-	*	*
Interest accrued and due on Deposits	EFHL	1.04	0.77	0.23	4.94
	ESAF Foundation	1.94	1.16	0.63	0.49
	LLMS	NA	NA	NA	NA
	K. Paul Thomas	0.24	0.07	0.07	0.08
	Mereena Paul	0.04	0.05	*	*
	Emy Acha Paul	0.01	*	*	*
	Alok Paul Thomas	0.01	*	*	*
	Abhishek Joe Paul	*	-	*	*
	Ashish Krish Paul	-	-	*	*
	Beena George	0.01	*	*	*
	Lahanti Homes	0.02	*		
	George K John	0.01	NA	NA	NA
	Prachodhan	0.03	*	*	0.08
	ESCO	NA	NA	NA	NA
	Cedar Retail	-	-	*	*
Interest Accrued & Payable on PDI	ESCO	NA	NA	NA	NA
Interest Accrued & Payable on Sub Debt	ESCO	NA	NA	NA	NA
Interest Accrued & Payable on Sub Debt	EFHL	2.25	2.25	2.25	*
Issue of Equity Shares	Mereena Paul	-	-	-	-
	Emy Acha Paul	-	-	-	-
	Alok Paul Thomas	-	-	-	-

	Beena George	-	-	-	-
Share premium	Mereena Paul	-	-	-	-
	Emy Acha Paul	-	-	-	-
	Alok Paul Thomas	-	-	-	-
	Beena George	-	-	-	-
Issue of Sub debt	EFHL	-	-	-	20.00
Contingent Liability					
Bank Guarantee (Given/ Closed)	ESAF Foundation	-	(0.14)	(0.15)	0.45
Assets					
Advances	EFHL	-	-	-	21.58
	Cedar Retail	-	-	-	-
	Beena George	-	-	-	-
Advances repaid	Cedar Retail	-	-	-	-
	EFHL	-	-	-	32.40
	Beena George	-	-	-	-
Rent Deposit repaid	K. Paul Thomas	-	-	-	-
Expenses					
Rent paid	Lahanti Homes	2.41	2.41	2.41	2.10
	ESAF Foundation	-	0.02	*	*
Interest paid on deposits	ESCO	NA	NA	NA	NA
	Cedar Retail	-	-	*	*
	EFHL	1.04	0.77	0.23	4.94
	ESAF Foundation	1.94	1.16	0.63	0.49
	LLMS	NA	NA	NA	NA
	K. Paul Thomas	0.24	0.07	0.07	0.08
	Mereena Paul	0.04	0.05	*	*
	Emy Acha Paul	0.01	*	*	*
	Alok Paul Thomas	0.01	*	*	*
	Abhishek Joe Paul	*	-	*	*
	Ashish Krish Paul	-	-	*	*
	Beena George	0.01	*	*	*
	Lahanti Homes	0.02	*	-	-
	George K John	0.01	NA	NA	NA
	Prachodhan	0.03	*	*	0.08
Interest paid on PDI	ESCO	NA	NA	NA	NA
Interest paid on Sub Debt	ESCO	NA	NA	NA	NA
Interest paid on Sub Debt	EFHL	2.25	2.25	2.25	*
BC Servicer Fee	ESCO	NA	NA	NA	NA
	LLMS	NA	NA	NA	NA
Corporate Facility Management service charges	ESCO	NA	NA	NA	NA
Remuneration and Sitting Fees	K. Paul Thomas	2.48	3.30	3.13	2.45
Remuneration and Sitting Fees	George K John	0.84	NA	NA	NA
Reimbursement of expenses	K. Paul Thomas	0.28	0.38	0.23	-
Reimbursement of expenses	George K John	0.07	NA	NA	NA
Contribution towards Corporate Responsibility expense	ESAF Foundation	9.58	6.05	4.25	8.76
	Prachodhan	9.00	6.20	3.01	-
Royalty Expense	ESAF Foundation	-	11.84	8.50	1.44
Income					
Interest received on Advances	Cedar Retail	-	-	-	-
	Beena George	-	-	-	-
	EFHL	-	-	-	1.78
<i>Figures in brackets indicate net outflow</i>					
* Amounts are below ₹0.05 lakhs					
The remuneration to Key Managerial Personnel does not include the provisions made for gratuity and leave benefits, as they are determined on an actuarial basis for the Bank as a whole.					

ANNEXURE V – FORMAT OF APPLICATION FORM

ESAF SMALL FINANCE BANK LIMITED

(Incorporated on May 05, 2016, a public limited company incorporated under the Companies Act, 2013)

Registered Office: Building No.VII/83/8, ESAF Bhavan, Thrissur – Palakkad National Highway, Mannuthy, Thrissur - 680651

Telephone No.: 0487 7123456

Website: www.esafbank.com

SERIES <input type="checkbox"/>	DEBENTURES APPLICATION FORM SERIAL NO.								
---------------------------------	--	--	--	--	--	--	--	--	--

Issue of Rated, Taxable, Listed, Redeemable, Transferable, Unsecured, Fully Paid Up Basel II Compliant Lower Tier II Subordinated Bonds in the form of Non-Convertible Debentures of face value of Rs. [●]/- (Rupees [●] only) each, aggregating up to Rs. [●]/- (Rupees [●] Crores only) (the “Debentures”) [with a green shoe option to retain over subscription of rated, taxable, unsecured, transferable, redeemable, fully paid up Basel II compliant tier II subordinated bonds aggregating up to Rs. [●]/- (Rupees [●] Crores only) in the form of non-convertible debentures]¹, on a private placement basis to be issued in one or more Series (the “Issue”).

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

Debenture Series	[●]
No. of Debentures applied (in figures)	[●]
No. of Debentures applied (in words)	[●]
Amount (Rs. In figures)	[●]
Amount (Rs. In words)	[●]
NEFT/RTGS Details	[●]
Date on which funds are transferred to ESAF Small Finance Bank Limited	[●]

APPLICANT’S NAME IN FULL (CAPITALS)

SPECIMEN SIGNATURE

APPLICANT’S ADDRESS

ADDRESS																			
STREET																			
CITY																			
PIN																			
PHONE																			
FAX																			

APPLICANT’S PAN/GIR NO. _____ IT CIRCLE/WARD/DISTRICT _____

WE ARE () BANKING COMPANY () INSURANCE COMPANY () OTHERS () SPECIFY _____

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 _____, 2023 and and the Key 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

¹ To be retained as per terms of the Issue

payable on application as shown below is remitted herewith. We request you to please place our name(s) on the Register of Debenture Holders.

Name of the Authorised Signatory(ies)	Designation	Signature

Applicant's 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. *	[●]

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

We hereby confirm that the payment(s) made towards subscription of the Rated, Taxable, Listed, Unsecured, Redeemable Fully Paid Up Basel II Compliant Lower Tier II Subordinated Bonds in the nature of non-convertible debentures under Series [●] Debentures is made from our bank account(s).

FOR OFFICE USE ONLY	
DATE OF RECEIPT _____	DATE OF CLEARANCE _____

(Note: Cheque and Drafts are subject to realisation)

We the undersigned, are agreeable to holding the Debentures of the Issuer in dematerialised form. Details of my/our Beneficial Owner Account are given below:

DEPOSITORY	NSDL and CDSL
DEPOSITORY PARTICIPANT NAME	
DP-ID	
BENEFICIARY ACCOUNT NUMBER	
NAME OF THE APPLICANT(S)	

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

(viii) **Tick whichever is applicable:**

(a) The Applicant is not required to obtain Government approval under the Foreign Exchanges Management (Non-debt Instrument) Rules, 2019 prior to subscription of shares -

☐

(b) The Applicant is required to obtain Government approval under the Foreign Exchange Management (Non-debt Instrument) Rules, 2019 prior to subscription of shares and the same has been obtained, and is enclosed herewith –



List of KYC docs. To be attached with the Application Form:

- 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 with specimen signatures certified by the Company Secretary
- Any other document as specified in the Disclosure Documents or as may be demanded by the Bank or as may be required to be provided under Applicable Law by the Applicant

We understand and confirm that the information provided in the General Information Document 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 Debentures to us, our Beneficiary Account as mentioned above would get credited to the extent of 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 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 Issuer shall be entitled at its sole discretion to reject the application.

We understand that we are assuming on our own account, all risk of loss that may occur or be suffered by us including as to the returns on and/or the sale value of the Debentures. We undertake that upon sale or transfer to subsequent investor or transferee (“**Transferee**”), we shall convey all the terms and conditions contained herein and in this General Information 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.

WE FUTHER UNDERSTAND THAT:

INVESTMENTS IN SUBORDINATED DEBT SECURITIES INVOLVE A DEGREE OF RISK AND INVESTORS SHOULD NOT INVEST ANY FUNDS IN THE DEBENTURES, UNLESS THEY CAN AFFORD TO TAKE RISKS ATTACHED TO SUCH INVESTMENTS. THE DEBENTURES ARE SUBORDINATED DEBT SECURITIES AND NOT FIXED DEPOSITS OF THE BANK AND THEY CANNOT BE USED AS COLLATERAL FOR ANY LOAN MADE BY THE BANK. THE DEBENTURES ARE DIFFERENT FROM FIXED DEPOSITS AND ARE NOT COVERED BY DEPOSIT INSURANCE ISSUED BY THE DEPOSIT INSURANCE AND CREDIT GUARANTEE CORPORATION. UNLIKE THE FIXED DEPOSITS WHERE DEPOSITS ARE REPAYED AT THE OPTION OF DEPOSIT HOLDER, THE DEBENTURES ARE

NOT REDEEMABLE AT THE OPTION OF THE DEBENTURE HOLDERS OR WITHOUT THE CONSENT OF THE RESERVE BANK OF INDIA.

By making this application, I/We acknowledge that I/We have understood the terms and conditions of the Issue of Rated, Taxable, Listed, Unsecured, Redeemable Fully Paid Up Basel II Compliant Lower Tier II Subordinated Bonds in the nature of non-convertible debentures being issued in one or more Series of ESAF Small Finance Bank as disclosed in the General Information Document and Key Information Document.

Applicant's
Signature

FOR OFFICE USE ONLY	
DATE OF RECEIPT _____	DATE OF CLEARANCE _____

(Note : Cheque and Drafts are subject to realisation)

------(TEAR HERE)-----
ACKNOWLEDGMENT SLIP

Application No: [●]

Date: [●]

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

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 EBP Guidelines or shall be as specified in the Disclosure Document(s).
- 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 Bank's registered office.
- For issuance of Debentures in accordance with the EBP Guidelines, all transfers/RTGS must be made payable to "ICCL". Details for transfers to ICCL shall be provided on the EBP platform.
- For issuance of Debentures outside the EBP Platform, the Application Form should be submitted directly to the Issuer. Applicants can remit the application amount through RTGS on Pay-in Date. The RTGS details of the Issuer are as under:

Beneficiary Name	ESAF Small Finance Bank Limited
Bank Account No.	As per Key Information Document for each issuance
IFSC Code	As per Key Information Document for each issuance
Bank Name	As per Key Information Document for each issuance
Branch Address	As per Key Information Document for each issuance

- 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.
- 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: BUILDING NO.VII/83/8, ESAF BHAVAN, THRISSUR-PALAKKAD NATIONAL HIGHWAY, MANNUTHY, THRISSUR, KERALA – 680651.”

ANNEXURE VI
DISCLOSURE PRESCRIBED UNDER PAS-4 OF COMPANIES (PROSPECTUS AND ALLOTMENT OF SECURITIES), RULES, 2014



ESAF SMALL FINANCE BANK LIMITED
CIN: U65990KL2016PLC045669
RBI Registration Number: MUM : 124
PAN Number: AAECE2619Q
(Incorporated on May 05, 2016, a public limited company incorporated under the Companies Act, 2013)
Registered Office: Building No.VII/83/8, ESAF Bhavan, Thrissur – Palakkad National Highway, Mannuthy, Thrissur – 680651 **Tel:** 0487 7123456
Corporate Office: Building No.VII/83/8, ESAF Bhavan, Thrissur – Palakkad National Highway, Mannuthy, Thrissur – 680651 ; **Tel:** 0487 7123456 ;
Fax: NIL; **Website:** <https://www.esafbank.com/>;
Compliance Officer: Shri.Ranjith Raj P, **Contact details of Compliance Officer:** +91 487 7123 907
e-mail: ranjith.raj@esafbank.com/ secretarial@esafbank.com

This Annexure 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.

PART A

ISSUE OF LISTED, RATED, TAXABLE, UNSECURED, TRANSFERABLE, REDEEMABLE, FULLY PAID UP, BASEL II COMPLIANT TIER II SUBORDINATED BONDS IN THE FORM OF NON-CONVERTIBLE DEBENTURES (THE “ISSUE”) ON A PRIVATE PLACEMENT BASIS

I. General Information:

ISSUE OPENING DATE	ISSUE CLOSING DATE	PAY-IN DATE
As per the PAS-4 for each issuance	As per the PAS-4 for each issuance	As per the PAS-4 for each issuance

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

Issuer / Bank: ESAF Small Finance Bank Limited
Registered Office: Building No.VII/83/8, ESAF Bhavan, Thrissur- Palakkad National Highway Mannuthy, Thrissur- 680651
Corporate Office: Building No.VII/83/8, ESAF Bhavan, Thrissur- Palakkad National Highway Mannuthy, Thrissur- 680651
Contact Person: Ranjith Raj P
Telephone No.: +91 487 7123 907
Fax: NA
Email: ranjith.raj@esafbank.com/ secretarial@esafbank.com
Website: <https://www.esafbank.com/>

B. Date of Incorporation of the Company:

May 05, 2016

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

Please refer to Section 4 of the General Information Document

D. Brief particulars of the management of the Company:

Details of Board of Directors of the Company

Please refer to Section 4 of the General Information Document

Details of Key Management Personnel of the Company & their profile

Please refer to Section 4 of the General Information Document

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

Name of the Director	Designation	DIN	Address of Director	Occupation
Ravimohan Periyakavil Ramakrishnan	Part Time Chairman and Non-Executive Independent Director	08534931	Flat No. N 074, DLF New Town Heights, Seaport Airport Road, Opposite Doordarshan Kendra, Kakkanad P.O, Ernakulam, Kerala, PIN – 682030.	Retired Banker
Kadambelil Paul Thomas	Managing Director & CEO	00199925	Kadambelil House, Mannuthy P.O, Nettissery, Mannuthy, Thrissur, Kerala, PIN – 680651.	Managing Director and CEO
George Kalaparambil John	Executive Director	00694646	Kalaparambil House, Near City Garden, Pattikkad P.O., Thrissur, Kerala, PIN-680652	Executive Director
Thomas Jacob Kalappila	Non-Executive Independent Director	00812892	TC 5/2548(2), Krishna Gardens, Golf Link Road, Kowdiar PO, Trivandrum, Kerala, PIN – 695003.	Professional
Vinod Vijayalekshmi Vasudevan	Non-Executive Independent Director	02503201	TC 4/2483-1, Saket Marappalam, UM Road, Pattom Palace P.O, Trivandrum, Kerala, PIN – 695004.	Private Service
Ravi Venkatraman	Non-Executive Independent Director	00307328	A/4, Plot No. NA-52, New Samrat Society, Andheri Kurla Road, Opposite Vishal Hall, Andheri East, Mumbai, Maharashtra, PIN – 400 069	Private Service
Biju Varkkey	Non-Executive Independent Director	01298281	House No. 303, IIM Campus, Vastrapur, Ahmedabad, Gujarat, PIN – 380 015	Faculty, Human Resource Management Area in Indian Institute of Management, Ahmedabad
Kolasseril Chandramohanan Ranjani	Non-Executive Independent Director	01735529	Kolasseril House, Neendoor, Vadakkekara, Paravur, Ernakulam, Kerala – 683 513	Private Service
Joseph Vadakkekara Antony	Non-Executive Director	00181554	A-1, Chakolas Marina Apartments, Pandit Karuppan	Retired Banker

Name of the Director	Designation	DIN	Address of Director	Occupation
			Road, Opp. Chakolas Habitat, Thevara, Ernakulam, Kerala Pin-682013	
Ajayan Mangalath Gopalakrishnan Nair	Non-Executive Nominee Director	09782416	#50/261-C, Shivaganga, House No. 153, Road No. 4-B, Behind Edapally St. George Church, Prashanthinagar, Edapally S.O, Ernakulam, Kerala, PIN – 682 024	Retired Banker
John Samuel	Non-Executive Nominee Director	07725212	N1, Ground Floor, Kailash Colony, Delhi – 110048	Retired from Indian Postal Service

F. Management's perception of Risk Factors:

Please refer to Section 3 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: Ranjith Raj P
Designation: Company Secretary and Compliance Officer
Address: Sreeranjini House, Thaamarassery P.O, Kozhikode - 672573
Phone No.: +91 487 7123 907
Email: ranjith.raj@esafbank.com

I. Registrar of the Issue: As specified in the respective Key Information Document

J. Valuation Agency: N.A

K. Auditors: Please refer to Section 4 of the General Information Document

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

Nil

II. Particulars of the Offer:

Financial Position of the Company for last 3 (three) financial years:

As per the PAS-4 for each issuance

Date of passing of Board Resolution and Management Committee Resolution	As per the PAS-4 for each issuance
---	------------------------------------

Date of passing of resolution in general meeting, authorizing the offer of securities	As per the PAS-4 for each issuance
Kind of securities offered and class of security, the total number of shares or other securities to be issued;	Issue of listed, rated, taxable, unsecured, transferable, redeemable, fully paid up, Basel II compliant Tier II subordinated bonds in the form of non-convertible debentures on a private placement basis. The Issue size of the Debentures shall be as set out in the Key Information Document issued in terms hereof.
Price at which the security is being offered, including premium if any, along with justification of the price	As per the PAS-4 for each issuance
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	As per the PAS-4 for each issuance
Intention of Promoters, Directors or Key Managerial Personnel to subscribe to the offer (applicable in case they intend to subscribe to the offer)	As per the PAS-4 for each issuance
The proposed time within which the allotment shall be completed	The securities shall be allotted and credited into the demat account of the investor within two days from the Deemed Date of Allotment.
The names of the proposed allottees and the percentage of post private placement capital that may be held by them	N.A.
The change in control, if any, in the company that would occur consequent to the private placement	Nil

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	As per the PAS-4 for each issuance		
The justification for the allotment proposed to be made for consideration other than cash together with valuation report of the registered valuer	Nil, as the Debentures are being issued for cash		
Amount, which the Company intends to raise by way of securities	As per the PAS-4 for each issuance		
Terms of raising of securities:	Duration, if applicable:	As per the PAS-4 for each issuance	
	Rate of Interest:	As per the PAS-4 for each issuance	
	Mode of Payment	NEFT / RTGS	
	Mode of Repayment	Electronic clearing services (ECS)/credit through RTGS system/funds transfer	
Proposed time schedule for which the Issue/private placement offer cum application Letter is valid	Issue Opening Date: As per the PAS-4 for each issuance Issue Closing Date: As per the PAS-4 for each issuance Pay-in Date: As per the PAS-4 for each issuance Deemed Date of Allotment: As per the PAS-4 for each issuance		
Purpose and objects of the Issue/Offer	As per the PAS-4 for each issuance		
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	Not Applicable		
The details of significant and material orders passed by the Regulators, Courts and Tribunals impacting the ongoing concern status of the Company and its future operations	Nil		

The pre-issue and post issue shareholding pattern of the company (as on date)	Sr. No	Category	Pre-issue		Post-issue	
			No. of shares held	(%) of shareholding	No. of shares held	(%) of shareholding
	A	Promoters' holding			The shareholding pattern of the Bank shall remain unchanged after the Issue. The Debentures being non-convertible, there will be no change in the paid-up capital due to conversion and there will be no change in the balance of the share premium account.	
	1	Indian				
		Individual	3,13,56,784	6.08		
		Bodies Corporate	29,49,80,055	57.23%		
		Sub-total	32,63,36,839	63.31%		
	2	Foreign promoters				
		Sub-total (A)	32,63,36,839	63.31%		
	B	Non-promoters' holding				
	1	Institutional Investors	2,71,72,148	5.27%		
	2	Non-Institutional Investors	-	-		
		Private Corporate Bodies	-	---		
		Directors and relatives	-	-		
		Indian public	10,54,70,323	20.46%		
		Others (including Non-resident Indians)	5,64,48,142	10.96%		
		Sub-total (B)	18,90,90,613	36.69%		
		GRAND TOTAL	51,54,27,452	100%		

III. Mode of payment for subscription:

(a) For issuance in accordance with the EBP Guidelines - NEFT/RTGS/Electronic bank transfers on the EBP platform.

(b) For issuance outside the EBP Platform - Applicants can remit the application amount through RTGS / NEFT on Pay-in Date. The RTGS details of the Issuer are as under:

Beneficiary Name	ESAF Small Finance Bank Limited
Bank Account No.	As per the PAS-4 for each issuance
IFSC Code	As per the PAS-4 for each issuance
Bank Name	As per the PAS-4 for each issuance
Branch Address	As per the PAS-4 for each issuance

IV. 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	Not Applicable										
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	To the best of the knowledge of the Issuer, there are no claims, investigations or proceedings before any court, tribunal or governmental authority in progress or pending against or relating to the Issuer during the last 3 (Three) years, which would have a material adverse effect on the ability of the Bank to make the scheduled payments in relation to the Debentures.										
Remuneration of directors (during the current year and last 3 (three) financial years)	<table> <tr> <th>Financial Year</th><th>Amount</th></tr> <tr> <td>2022-23</td><td>Rs. 313 Lakhs</td></tr> <tr> <td>2023-24</td><td>Rs. 330 Lakhs</td></tr> <tr> <td>2024-25</td><td>Rs.351.41 Lakhs</td></tr> <tr> <td>2025-26</td><td>Rs.69.24 Lakhs</td></tr> </table>	Financial Year	Amount	2022-23	Rs. 313 Lakhs	2023-24	Rs. 330 Lakhs	2024-25	Rs.351.41 Lakhs	2025-26	Rs.69.24 Lakhs
Financial Year	Amount										
2022-23	Rs. 313 Lakhs										
2023-24	Rs. 330 Lakhs										
2024-25	Rs.351.41 Lakhs										
2025-26	Rs.69.24 Lakhs										
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	As per Note 1 hereto.										
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	NIL										
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	NIL										

and if so, section-wise details thereof for the Company and all of its subsidiaries.	
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	NIL

V. Financial Position of the Company:

The capital structure of the company in the following manner in a tabular form: The authorised, issued, subscribed and paid up capital (number of securities, description and aggregate nominal value)	Share Capital (as on 31.12.2024)	Rs. (in Crore)
	Authorised 60,00,00,000 Equity Shares of Rs.10 each	600
	Issued, Subscribed and Fully Paid- up 515427452 Equity Shares of Rs.10 each	515.42
Size of the Present Offer	As per the PAS-4 for each issuance	
Paid-up Capital: a. After the offer: b. After the conversion of Convertible Instruments (if applicable)	The paid-up share capital after the Issue will remain unchanged.	
Share Premium Account: a. Before the offer: b. After the offer:	Debentures being Non-Convertible, there will be no change in the balance of the share premium account.	
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	As per the PAS-4 for each issuance	
Details of allotments made by the Company in the last one year prior to the date of the private placement offer cum application letter for consideration other than cash and details of the consideration in each case.	As per the PAS-4 for each issuance	
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	As per Note 2 hereto.	
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)	As per Note 2 hereto.	
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	As per Note 2 hereto.	
Audited Cash Flow Statement for the 3 (three) years immediately preceding the date of issue of the private placement offer cum application letter	As per Note 3 hereto.	
Any change in accounting policies during the last 3 (three) years and their effect on the profits and the reserves of the Company	None	

Note 1: Related party transactions entered during the last 3 (three) financial years immediately preceding the year of issue of private placement offer cum application letter including with regard to loans made or, guarantees given or securities provided

As per the PAS-4 for each issuance

Note 2: (a) Profits of the Company, before and after making provision for tax, for the 3 (three) financial years immediately preceding the date of issue of private placement offer cum application letter (b) 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) and (c) summary of the financial position of the Company as in the 3 (three) audited balance sheets immediately preceding the date of issue of private placement offer cum application letter

Please refer to Section 4 of the General Information Document

Note 3: Audited Cash Flow Statement for the 3 (three) years immediately preceding the date of issue of private placement Offer cum application letter:

Please refer to Section 4 of the General Information Document

PART B– APPLICATION LETTER*

(To be filed by the Applicant)

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

Signature

Initial of the Officer of the company designated to keep the record

***Addressed applicants may please send the dully filled and signed Application Form (enclosed as Annexure) to our corporate office address- BUILDING NO.VII/83/8,ESAF BHAVAN, THRISSUR-PALAKKAD NATIONAL HIGHWAY, MANNUTHY, THRISSUR, KERALA 680651**

Declaration

The Company and each of the directors of the Company hereby confirm and declare 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 do not imply that payment of dividend or interest or repayment of preference shares or debentures, if applicable, is guaranteed by the Central Government; and
- (c) the monies received under the offer shall be used only for the purposes and objects indicated in the private placement offer cum application letter;
- (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 subscribing to the Memorandum of Association and Articles of Association
the contents of this General Information Document have been perused by the Board of Directors and the final and ultimate responsibility of the contents mentioned herein shall also lie within the Board of Directors.

We, Kadambelil Paul Thomas, Managing Director & CEO and Gireesh C P, Executive Vice President – Finance and Chief Financial Officer, are duly authorised by the Board of Directors of the Company *vide* resolution dated March 21, 2025 read with the resolution passed by the Management Committee of the Board dated July 14, 2025, copies of which are attached hereto under Annexure I, to sign this form and declare that all the requirements of Companies Act, 2013 and the rules made thereunder in respect of the subject matter of this form and matters incidental thereto have been complied with. Whatever is stated in this form and in the attachments thereto is true, correct and complete and no information material to the subject matter of this General Information Document has been suppressed or concealed and is as per the original records maintained by the Promoters subscribing to the Memorandum of Association and Articles of Association .

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

The Issuer also declares 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 General Information Document is contrary to the provisions of the Companies Act, 2013 (18 of 2013), the Securities Contracts (Regulation) Act, 1956 (42 of 1956) and the Securities and Exchange Board of India Act, 1992 (15 of 1992) and the rules and regulations made thereunder and other Applicable Laws, as the case may be. The information contained in this General Information Document is as applicable to privately placed debt securities and subject to the information available with the Issuer. The extent of disclosures made in this General Information Document with disclosures permitted by regulatory authorities to the issue of securities made by the companies in the past.

For, ESAF Small Finance Bank Limited,




Name: Kadambelil Paul Thomas

Designation: Managing Director and CEO

Date: July 8, 2025

Place: Thrissur

For, ESAF Small Finance Bank Limited,



Name: Gireesh C P

Designation: Executive Vice President – Finance and Chief Financial Officer

Date: July 8, 2025

Place: Thrissur

ANNEXURE VII – DEBENTURE TRUSTEE CONSENT LETTER

[Attached separately]

ANNEXURE VIII: IN-PRINCIPLE APPROVAL RECEIVED FROM BSE/NSE

[Attached separately]

ESAF Small Finance Bank Limited

March 28, 2025

Facilities/Instruments	Amount (₹ crore)	Rating ¹	Rating Action
Lower Tier II	500.00	CARE A; Negative	Assigned
Lower Tier II	150.00	CARE A; Negative	Reaffirmed
Lower Tier II	130.00	CARE A; Negative	Reaffirmed
Tier II Bonds	60.00	CARE A; Negative	Reaffirmed
Tier II Bonds	20.00	CARE A; Negative	Reaffirmed
Certificate Of Deposit	500.00	CARE A1+	Reaffirmed

Details of instruments/facilities in Annexure-1.

Tier-II bonds under Basel-III are characterised by a 'point of non-viability' (PONV) trigger, due to which the investor may suffer a loss of principal. PONV will be determined by the Reserve Bank of India (RBI) and is a point at which, the bank may no longer remain a going concern on its own unless appropriate measures are taken to revive its operations, and thus, enable it to continue as a going concern. In addition, difficulties faced by a bank should be such that these are likely to result in financial losses, and raising bank's Common Equity Tier-I capital should be considered the most appropriate way to prevent it from turning nonviable.

Rationale and key rating drivers

Ratings assigned to debt instruments of ESAF Small Finance Bank Limited (ESAF SFB) continue to factor in its established track record in the lending business especially in microfinance business, adequate capitalisation levels, and adequate liquidity position. However, ratings are constrained by business's regional concentration and its limited loan portfolio diversification, predominantly comprising microfinance loans, despite showing a notable decrease in concentration in 9MFY25 with increase in share of gold loans. Ratings factor in moderate asset quality indicators, marked by sustained high slippages that led to losses in Q2FY25 and Q3FY25. Net loss in 9MFY25 stood at ₹338 crore against profit after tax (PAT) of ₹382 crore in 9MFY24.

Rating sensitivities: Factors likely to lead to rating actions

Positive factors: Factors that could, individually or collectively lead to positive rating action/upgrade:

- Increasing scale of operations while maintaining adequate capitalisation levels.
- Improving asset quality with net stressed assets/net worth below 10% and improvement in profitability.
- Improving in geographical diversification and product diversification.

Negative factors: Factors that could, individually or collectively lead to positive rating action/downgrade:

- Deteriorating capitalisation with overall capital adequacy ratio (CAR) below 18%.
- Weakening of earnings profile with continuation of losses.
- Weakening asset quality performance with gross stressed assets of above 7% of advances.

Analytical approach: Standalone

Outlook: Negative

The 'Negative' outlook is on account of the anticipated sustained pressure on asset quality, driven by stress in the microfinance segment, which has adversely impacted the company's profitability, resulting in losses in Q2FY25 and Q3FY25. Pre-provision Operating Profit (PPOP) also declined on a quarterly basis from ₹254 crore in Q1FY25 to ₹143 crore in Q2FY25 and further to ₹127 crore in Q3FY25. Also higher provisioning owing to increased slippage resulted in net losses in Q2FY25 and Q3FY25. Going forward, trend in PPOP would be a key rating monitorable. The continued high slippage is likely to lead to elevated provisioning requirements. CARE Ratings will continue to closely monitor the impact of this stress on the bank's performance. The outlook may be revised to 'Stable' if the company successfully raises substantial equity capital or demonstrates improved asset quality, characterised by a significant reduction in slippage while maintaining a comfortable capital adequacy buffer above regulatory requirements.

Detailed description of key rating drivers:

Key strengths

Established track record of the bank

¹Complete definition of ratings assigned are available at www.careedge.in and other CARE Ratings Limited's publications.

ESAF SFB is promoted by K Paul Thomas, who is the promoter of the Kerala-based ESAF group, operating in the microfinance space since 1995 (ESAF Microfinance started its operations as an NGO as Evangelical Social Action Forum) and set up ESAF Microfinance & Investments Private Limited (EMFIL) in 2007. EMFIL subsequently got small finance bank (SFB) license and started its banking operations from March 2017 onwards. K Paul Thomas holds 6.05% stake in ESAF SFB as on December 31, 2024. He has over 34 years' industry experience, of which, over 25 years are in the microfinance sector. He is supported by a well-qualified and experienced management team, having rich experience in the banking and financial services sector. As on December 31, 2024, the bank's board consisted of 11 directors, including five independent directors, two nominee directors and one non-executive director apart from chairman, MD and one executive director, having rich experience in the banking and financial services industry.

Adequate capitalisation levels

With completion of equity raise of ₹ 390.7 by way of IPO in November 2023, internal accruals and Tier-II capital raise of ₹280 crore in FY24, capital adequacy levels of bank improved in FY24 with capital adequacy ratio (CAR) and Tier I CAR at 23.27% and 19.70%, respectively, as on March 31, 2024, and stood adequately above the regulatory requirements. Despite the losses reported in 9MFY25, the bank's capital adequacy remained comfortably above regulatory requirements, with a CAR of 22.70% and a Tier I CAR of 18.68% as of December 31, 2024. This was supported by the bank's strategic focus on expanding its gold loan portfolio, which contributed to a reduction in risk-weighted assets. Given the anticipated earnings pressure in the near term, the maintenance of a sufficient capital adequacy buffer will remain a key rating monitorable.

Significant increase in the secured loan portfolio in 9MFY25, however proportion of MFI portfolio continues to remain high

The bank's loan book grew by 20.4% in FY24, increasing from ₹16,331 crore as on March 31, 2023, to ₹19,659 crore as on March 31, 2024. However, in 9MFY25, loan book experienced a marginal decline of 2.5%, reaching ₹19,161 crore as on December 31, 2024, primarily due to a reduction in the microfinance (MFI) portfolio. Outstanding MFI loans declined to ₹10,854 crore as on December 31, 2024, compared to ₹13,764 crore as on March 31, 2024.

To diversify its portfolio, the bank expanded in non-MFI segments, including gold loans, loans against property (LAP), business loans, corporate loans, and agricultural loans. As a result, the share of the secured loan portfolio increased significantly from 30.0% as on March 31, 2024, to 43.4% as on December 31, 2024, driven by the growth in the gold loan segment, which accounted for 25.0% of the total loan book as of December 31, 2024. Despite this diversification, the portfolio remains predominantly MFI-focused, with MFI loans constituting 56.6% total advances as on December 31, 2024, compared to 70.0% as on March 31, 2024. CARE Ratings anticipates MFI loans will continue to remain as major product in the medium term.

Consistent growth in deposits; however, current account savings account (CASA) proportion still remains moderate

The bank's resource profile majorly consists of deposits (83.8% of total liabilities as on December 31, 2024) followed by borrowings. The bank's total deposits grew by 12.8% in 9MFY25 and stood at ₹22,415 crore as on December 31, 2024, against ₹19,868 crore as on March 31, 2024. The bank's CASA (as a percentage of total deposits) stood at 24.95% as on December 31, 2024, against 18.89% as on December 31, 2023.

Key weaknesses

Losses reported in 9MFY25

The bank demonstrated an improvement in profitability in FY24, reporting a profit after tax (PAT) of ₹426 crore, compared to ₹302 crore in FY23. Return on total assets (ROTA) also improved from 1.60% in FY23 to 1.84% in FY24. However, continued high slippage resulted in elevated provisioning requirements, leading to a net loss of ₹338 crore in 9MFY25, in contrast to a PAT of ₹382 crore in 9MFY24.

The bank's net interest margin (NIM) declined to 8.16% in 9MFY25 from 10.25% in FY24, primarily due to interest income reversals of ₹93 crore in Q2FY25 and ₹76 crore in Q3FY25, following asset quality deterioration. The share of higher-yielding microfinance (MFI) portfolio declined from 70.0% as on March 31, 2024, to 56.6% as on December 31, 2024. Credit costs increased to 4.64% in 9MFY25 from 2.56% in FY24. CARE Ratings also notes increase in credit cost is considering the higher provisioning done by the bank over and above the bank policy. Overlay provisions stood at ₹472 crore as on December 31, 2024. The bank's ability to limit incremental slippages remains critical to maintain its earnings profile.

Moderate asset quality with continued high slippages

In FY24, the bank's asset quality deteriorated, with gross non-performing assets (GNPA) and net non-performing assets (NNPA) increasing to 4.76% and 2.26%, respectively, as on March 31, 2024, compared to 2.49% and 1.13% as on March 31, 2023. Similarly, the bank's NNPA to net worth ratio moderated from 9.42% as on March 31, 2023, to 16.92% as on March 31, 2024.

In 9MFY25, with increased slippages, GNPA and NNPA further deteriorated to 6.96% and 2.97%, respectively, as on December 31, 2024, up from 4.76% and 2.26% as on March 31, 2024. The bank wrote off ₹880 crore in 9MFY25, significantly higher than the ₹306 crore written off in FY24. As on December 31, 2024, standard restructured advances stood at ₹11.89 crore, representing 0.07% gross advances.

Gross stressed assets (as a percentage of advances) increased to 7.03% as on December 31, 2024, from 4.84% as on March 31, 2024, remaining at the same level as of September 30, 2024. Net stressed assets (as a percentage of advances) stood at 3.03% as on December 31, 2024, compared to 3.39% as on September 30, 2024, and 2.34% as on March 31, 2024. Given the ongoing stress in the microfinance (MFI) segment, slippages are expected to remain elevated in the near term, posing continued pressure on the bank's profitability.

Regional concentration of loan portfolio with improvement in single state concentration

ESAF SFB continues to be concentrated majorly in Kerala, followed by Tamil Nadu and Madhya Pradesh. The concentration in top three states of Kerala, Tamil Nadu and Madhya Pradesh continues to remain high at 67.6% as on December 31, 2024 (68.8% as on March 31, 2024). But bank has reduced the top state concentration significantly over the last three years. Kerala constitutes 34.8% portfolio as on December 31, 2024 (March 31, 2024: 36.1%, March 31, 2023: 42.1%, March 31, 2022: 45.6%). The bank has its presence in 24 states and two UTs across 770 branches as on December 31, 2024.

Liquidity: Adequate

Per the bank's structural liquidity statement as on December 31, 2024, it does not have negative cumulative mismatches up to one year time bucket. Liquidity coverage ratio (LCR) stood comfortable at 152% as on December 31, 2024. In addition, the bank consistently maintains excess SLR investments, which provides cushion to its liquidity. Excess SLR as on December 31, 2024, stood at ₹2,319 crore.

Environment, social, and governance (ESG) risks

ESAF SFB provides financial access to the unbanked and rural population. With a focus on financial inclusion, the bank aims to reach more rural geographies and extend financial deepening through customised products and services. The bank has adopted a CSR Policy, which contributes an average of up to 5% bank's total net profit in the last three fiscal years to carry out social initiatives. The bank recognises the importance of being socially responsible and contributing to uplift the poor, marginalised and needy segments of the society. Given the bank's business, consumption of resources is limited. With the Green Protocol, Environment Policy and ESG Policy in place, the bank makes the best effort to procure energy-efficient products. Greater adoption of digital platforms has brought in increased efficiencies of operations and additionally ensures substantially reduced dependency on paper. In FY22-23, the bank adopted an E-Signature process for disbursing micro loans.

Applicable criteria

[Definition of Default](#)

[Rating Outlook and Rating Watch](#)

[Banks](#)

[Financial Ratios - Financial Sector](#)

[Short Term Instruments](#)

[Rating Basel III - Hybrid Capital Instruments issued by Banks](#)

About the company and industry

Industry classification

Macroeconomic indicator	Sector	Industry	Basic industry
Financial Services	Financial Services	Banks	Other Bank

ESAF SFB is a Kerala-based small finance bank (SFB), which commenced banking operations on March 10, 2017. The bank was promoted by K Paul Thomas who is part of the Kerala-based ESAF group operating in microfinance space from 1995 (ESAF Microfinance started its operations as an NGO as Evangelical Social Action Forum) and set up ESAF Microfinance & investments Private Limited (EMFIL) in 2007. EMFIL subsequently received SFB license and started banking operations from March 2017 onwards. ESAF SFB is currently focused on retail banking business with presence in micro-finance, housing finance, business loans, loan against property (LAP), gold loans and providing financing solutions for marginal customers, who lack access to formal banking and financing channels, while providing a comprehensive banking and digital platform for all. The bank received Scheduled status from RBI on December 27, 2018.

ESAF Small Finance Bank completed the process of IPO in November 2023 and raised ₹390.70 crore through fresh issue of shares. As on December 31, 2024, ESAF Financial Holdings Private Limited held 52.91% of the shareholding in ESAF SFB, while Paul Thomas held 6.05%, ESAF Swasraya Multi State Agro Co-operative Society Limited held 4.35%, Muthoot Finance Limited held 3.63%, Bajaj Allianz Life Insurance Company held 2.03%, PI Ventures held 1.70%, Edelweiss Life Insurance Company Limited held 1.89% and others (including NRI, FPI among others) stood at 27.44%. As on December 31, 2024, the bank's total deposits stood at ₹22,415 crore and gross advances stood at ₹ 18,291 crore.

Brief Financials (₹ crore)- Standalone	31-03-2023 (A)	31-03-2024 (A)	31-12-2024 (UA)
Total operating income	3,142	4,260	3,293
PAT	302	426	-338

Interest coverage (times)	1.40	1.39	0.67
Total Assets	20,185	26,040	26,748
Net NPA (%)	1.13	2.26	2.97
ROTA (%)	1.60	1.84	-1.71

A: Audited UA: Unaudited; Note: these are latest available financial results

Status of non-cooperation with previous CRA: Not applicable

Any other information: Not applicable

Rating history for last three years: Annexure-2

Detailed explanation of covenants of rated instrument / facility: Annexure-3

Complexity level of instruments rated: Annexure-4

Lender details: Annexure-5

Annexure-1: Details of instruments/facilities

Name of the Instrument	ISIN	Date of Issuance	Coupon Rate (%)	Maturity Date	Size of the Issue (₹ crore)	Rating Assigned along with Rating Outlook
Tier II Bonds (Basel III) -I	INE818W08024	March 28, 2018	11.50%	March 28, 2025	20.00	CARE A; Negative
Tier II Bonds (Basel III) -I	INE818W08032	June 1, 2018	11.50%	June 1, 2025	40.00	CARE A; Negative
Tier II Bonds (Basel III)- II	INE818W08081	March 31, 2022	11.25%	April 30, 2032	20.00	CARE A; Negative
Lower Tier-II bonds (Basel II)	INE818W08099	September 04, 2023	11.25%	May 04, 2029	85.00	CARE A; Negative
Lower Tier-II bonds (Basel II)	INE818W08107	February 29, 2024	11.10%	February 28, 2034	60.00	CARE A; Negative
Lower Tier-II bonds (Basel II)	INE818W08123	March 20, 2024	11.00%	April 20, 2030	85.00	CARE A; Negative
Lower Tier-II bonds (Basel II)	INE818W08115	March 20, 2024	11.10%	April 20, 2031	50.00	CARE A; Negative
Certificate Of Deposit	Proposed	-	-	-	500.00	CARE A1+
Lower Tier-II bonds (Basel II)	Proposed	-	-	-	500.00	CARE A; Negative

Annexure-2: Rating history for last three years

Sr. No.	Name of the Instrument/Bank Facilities	Current Ratings			Rating History			
		Type	Amount Outstanding (₹ crore)	Rating	Date(s) and Rating(s) assigned in 2024-2025	Date(s) and Rating(s) assigned in 2023-2024	Date(s) and Rating(s) assigned in 2022-2023	Date(s) and Rating(s) assigned in 2021-2022
1	Bonds-Tier II Bonds	LT	60.00	CARE A; Negative	1)CARE A; Negative (17-Mar-25)	1)CARE A; Stable (22-Feb-24)	1)CARE A; Negative (27-Dec-22)	1)CARE A; Negative (07-Jan-22)

					2)CARE A; Stable (04-Jul-24)	2)CARE A; Stable (01-Aug-23) 3)CARE A; Stable (04-Jul-23)		
2	Certificate Of Deposit	ST	500.00	CARE A1+	1)CARE A1+ (17-Mar-25) 2)CARE A1+ (04-Jul-24)	1)CARE A1+ (22-Feb-24) 2)CARE A1+ (01-Aug-23) 3)CARE A1+ (04-Jul-23)	1)CARE A1+ (27-Dec-22)	1)CARE A1+ (07-Jan-22)
3	Bonds-Tier II Bonds	LT	20.00	CARE A; Negative	1)CARE A; Negative (17-Mar-25) 2)CARE A; Stable (04-Jul-24)	1)CARE A; Stable (22-Feb-24) 2)CARE A; Stable (01-Aug-23) 3)CARE A; Stable (04-Jul-23)	1)CARE A; Negative (27-Dec-22)	1)CARE A; Negative (25-Feb-22)
4	Bonds-Lower Tier II	LT	150.00	CARE A; Negative	1)CARE A; Negative (17-Mar-25) 2)CARE A; Stable (04-Jul-24)	1)CARE A; Stable (22-Feb-24) 2)CARE A; Stable (01-Aug-23)	-	-
5	Bonds-Lower Tier II	LT	130.00	CARE A; Negative	1)CARE A; Negative (17-Mar-25) 2)CARE A; Stable (04-Jul-24)	1)CARE A; Stable (22-Feb-24)	-	-

6	Bonds-Lower Tier II	LT	500.00	CARE A; Negative				
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LT: Long term; ST: Short term

Annexure-3: Detailed explanation of covenants of rated instruments/facilities: Not applicable

Annexure-4: Complexity level of instruments rated

Sr. No.	Name of the Instrument	Complexity Level
1	Bonds-Lower Tier II	Simple
2	Bonds-Tier II Bonds	Simple
3	Certificate Of Deposit	Simple

Annexure-5: Lender details

To view the lender wise details of bank facilities please [click here](#)

Note on complexity levels of rated instruments: CARE Ratings has classified instruments rated by it based on complexity. Investors/market intermediaries/regulators or others are welcome to write to care@careedge.in for clarifications.

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About us:

Established in 1993, CARE Ratings is one of the leading credit rating agencies in India. Registered under the Securities and Exchange Board of India, it has been acknowledged as an External Credit Assessment Institution by the RBI. With an equitable position in the Indian capital market, CARE Ratings provides a wide array of credit rating services that help corporates raise capital and enable investors to make informed decisions. With an established track record of rating companies over almost three decades, CARE Ratings follows a robust and transparent rating process that leverages its domain and analytical expertise, backed by the methodologies congruent with the international best practices. CARE Ratings has played a pivotal role in developing bank debt and capital market instruments, including commercial papers, corporate bonds and debentures, and structured credit.

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The ratings issued by CARE Ratings are opinions on the likelihood of timely payment of the obligations under the rated instrument and are not recommendations to sanction, renew, disburse, or recall the concerned bank facilities or to buy, sell, or hold any security. These ratings do not convey suitability or price for the investor. The agency does not constitute an audit on the rated entity. CARE Ratings has based its ratings/outlook based on information obtained from reliable and credible sources. CARE Ratings does not, however, guarantee the accuracy, adequacy, or completeness of any information and is not responsible for any errors or omissions and the results obtained from the use of such information. Most entities whose bank facilities/instruments are rated by CARE Ratings have paid a credit rating fee, based on the amount and type of bank facilities/instruments. CARE Ratings or its subsidiaries/associates may also be involved with other commercial transactions with the entity. In case of partnership/proprietary concerns, the rating/outlook assigned by CARE Ratings is, inter-alia, based on the capital deployed by the partners/proprietors and the current financial strength of the firm. The ratings/outlook may change in case of withdrawal of capital, or the unsecured loans brought

in by the partners/proprietors in addition to the financial performance and other relevant factors. CARE Ratings is not responsible for any errors and states that it has no financial liability whatsoever to the users of the ratings of CARE Ratings. The ratings of CARE Ratings do not factor in any rating-related trigger clauses as per the terms of the facilities/instruments, which may involve acceleration of payments in case of rating downgrades. However, if any such clauses are introduced and triggered, the ratings may see volatility and sharp downgrades.

**For detailed Rationale Report and subscription information,
please visit www.careedge.in**

Rating Rationale

ESAF Small Finance Bank Limited

Facilities/Instruments	Amount (₹ crore)	Rating ¹	Rating Action
Lower Tier II	500.00	CARE A; Negative	Assigned
Lower Tier II	150.00	CARE A; Negative	Reaffirmed
Lower Tier II	130.00	CARE A; Negative	Reaffirmed
Tier II Bonds	60.00	CARE A; Negative	Reaffirmed
Tier II Bonds	20.00	CARE A; Negative	Reaffirmed
Certificate Of Deposit	500.00	CARE A1+	Reaffirmed

Details of instruments/facilities in Annexure-1.

Tier-II bonds under Basel-III are characterised by a 'point of non-viability' (PONV) trigger, due to which the investor may suffer a loss of principal. PONV will be determined by the Reserve Bank of India (RBI) and is a point at which, the bank may no longer remain a going concern on its own unless appropriate measures are taken to revive its operations, and thus, enable it to continue as a going concern. In addition, difficulties faced by a bank should be such that these are likely to result in financial losses, and raising bank's Common Equity Tier-I capital should be considered the most appropriate way to prevent it from turning nonviable.

Rationale and key rating drivers

Ratings assigned to debt instruments of ESAF Small Finance Bank Limited (ESAF SFB) continue to factor in its established track record in the lending business especially in microfinance business, adequate capitalisation levels, and adequate liquidity position. However, ratings are constrained by business's regional concentration and its limited loan portfolio diversification, predominantly comprising microfinance loans, despite showing a notable decrease in concentration in 9MFY25 with increase in share of gold loans. Ratings factor in moderate asset quality indicators, marked by sustained high slippages that led to losses in Q2FY25 and Q3FY25. Net loss in 9MFY25 stood at ₹338 crore against profit after tax (PAT) of ₹382 crore in 9MFY24.

Rating sensitivities: Factors likely to lead to rating actions

Positive factors: Factors that could, individually or collectively lead to positive rating action/upgrade:

- Increasing scale of operations while maintaining adequate capitalisation levels.
- Improving asset quality with net stressed assets/net worth below 10% and improvement in profitability.
- Improving in geographical diversification and product diversification.

Negative factors: Factors that could, individually or collectively lead to positive rating action/downgrade:

- Deteriorating capitalisation with overall capital adequacy ratio (CAR) below 18%.
- Weakening of earnings profile with continuation of losses.
- Weakening asset quality performance with gross stressed assets of above 7% of advances.

Analytical approach: Standalone

Outlook: Negative

The 'Negative' outlook is on account of the anticipated sustained pressure on asset quality, driven by stress in the microfinance segment, which has adversely impacted the company's profitability, resulting in losses in Q2FY25 and Q3FY25. Pre-provision Operating Profit (PPOP) also declined on a quarterly basis from ₹254 crore in Q1FY25 to ₹143 crore in Q2FY25 and further to ₹127 crore in Q3FY25. Also higher provisioning owing to increased slippage resulted in net losses in Q2FY25 and Q3FY25. Going forward, trend in PPOP would be a key rating monitorable. The continued high slippage is likely to lead to elevated provisioning requirements. CARE Ratings will continue to closely monitor the impact of this stress on the bank's performance. The outlook may be revised to 'Stable' if the company successfully raises substantial equity capital or demonstrates improved asset quality, characterised by a significant reduction in slippage while maintaining a comfortable capital adequacy buffer above regulatory requirements.

¹Complete definition of ratings assigned are available at www.careedge.in and other CARE Ratings Limited's publications.

Detailed description of key rating drivers:

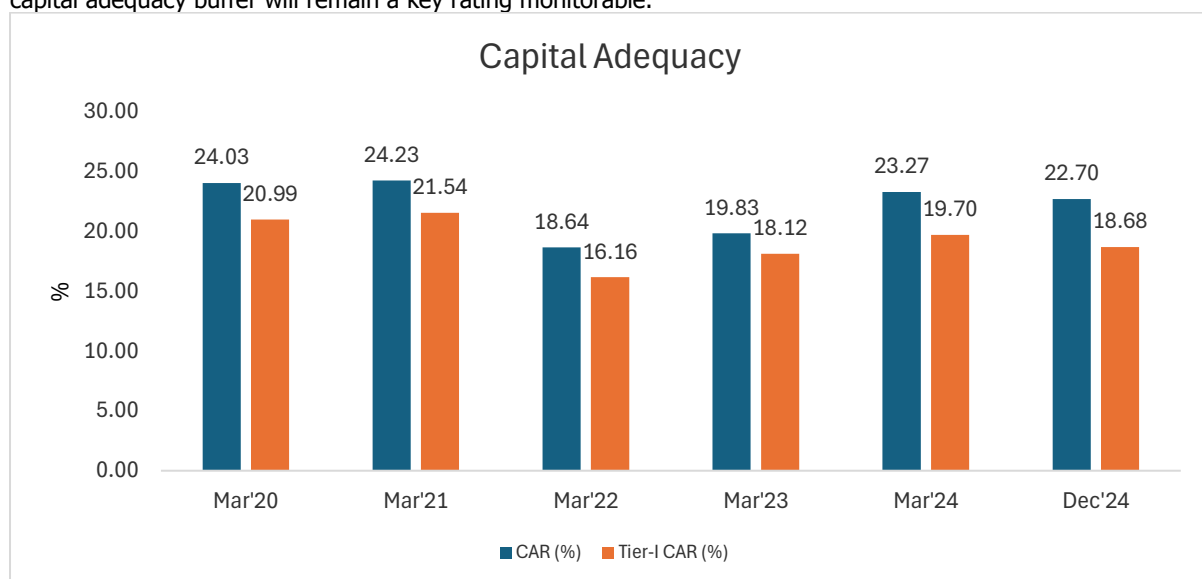
Key strengths

Established track record of the bank

ESAF SFB is promoted by K Paul Thomas, who is the promoter of the Kerala-based ESAF group, operating in the microfinance space since 1995 (ESAF Microfinance started its operations as an NGO as Evangelical Social Action Forum) and set up ESAF Microfinance & Investments Private Limited (EMFIL) in 2007. EMFIL subsequently got small finance bank (SFB) license and started its banking operations from March 2017 onwards. K Paul Thomas holds 6.05% stake in ESAF SFB as on December 31, 2024. He has over 34 years' industry experience, of which, over 25 years are in the microfinance sector. He is supported by a well-qualified and experienced management team, having rich experience in the banking and financial services sector. As on December 31, 2024, the bank's board consisted of 11 directors, including five independent directors, two nominee directors and one non-executive director apart from chairman, MD and one executive director, having rich experience in the banking and financial services industry.

Adequate capitalisation levels

With completion of equity raise of ₹ 390.7 by way of IPO in November 2023, internal accruals and Tier-II capital raise of ₹280 crore in FY24, capital adequacy levels of bank improved in FY24 with capital adequacy ratio (CAR) and Tier I CAR at 23.27% and 19.70%, respectively, as on March 31, 2024, and stood adequately above the regulatory requirements. Despite the losses reported in 9MFY25, the bank's capital adequacy remained comfortably above regulatory requirements, with a CAR of 22.70% and a Tier I CAR of 18.68% as of December 31, 2024. This was supported by the bank's strategic focus on expanding its gold loan portfolio, which contributed to a reduction in risk-weighted assets. Given the anticipated earnings pressure in the near term, the maintenance of a sufficient capital adequacy buffer will remain a key rating monitorable.



Source: Bank data

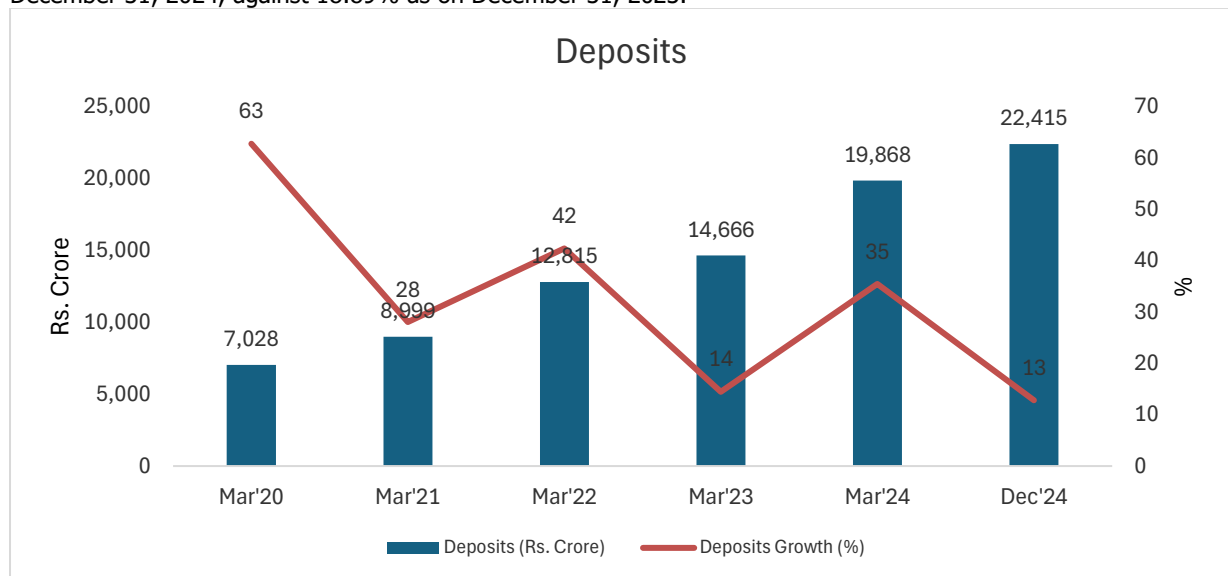
Significant increase in the secured loan portfolio in 9MFY25, however proportion of MFI portfolio continues to remain high

The bank's loan book grew by 20.4% in FY24, increasing from ₹16,331 crore as on March 31, 2023, to ₹19,659 crore as on March 31, 2024. However, in 9MFY25, loan book experienced a marginal decline of 2.5%, reaching ₹19,161 crore as on December 31, 2024, primarily due to a reduction in the microfinance (MFI) portfolio. Outstanding MFI loans declined to ₹10,854 crore as on December 31, 2024, compared to ₹13,764 crore as on March 31, 2024.

To diversify its portfolio, the bank expanded in non-MFI segments, including gold loans, loans against property (LAP), business loans, corporate loans, and agricultural loans. As a result, the share of the secured loan portfolio increased significantly from 30.0% as on March 31, 2024, to 43.4% as on December 31, 2024, driven by the growth in the gold loan segment, which accounted for 25.0% of the total loan book as of December 31, 2024. Despite this diversification, the portfolio remains predominantly MFI- focused, with MFI loans constituting 56.6% total advances as on December 31, 2024, compared to 70.0% as on March 31, 2024. CARE Ratings anticipates MFI loans will continue to remain as major product in the medium term.

Consistent growth in deposits; however, current account savings account (CASA) proportion still remains moderate

The bank's resource profile majorly consists of deposits (83.8% of total liabilities as on December 31, 2024) followed by borrowings. The bank's total deposits grew by 12.8% in 9MFY25 and stood at ₹22,415 crore as on December 31, 2024, against ₹19,868 crore as on March 31, 2024. The bank's CASA (as a percentage of total deposits) stood at 24.95% as on December 31, 2024, against 18.89% as on December 31, 2023.



Source: Bank data

Key weaknesses

Losses reported in 9MFY25

The bank demonstrated an improvement in profitability in FY24, reporting a profit after tax (PAT) of ₹426 crore, compared to ₹302 crore in FY23. Return on total assets (ROTA) also improved from 1.60% in FY23 to 1.84% in FY24. However, continued high slippage resulted in elevated provisioning requirements, leading to a net loss of ₹338 crore in 9MFY25, in contrast to a PAT of ₹382 crore in 9MFY24.

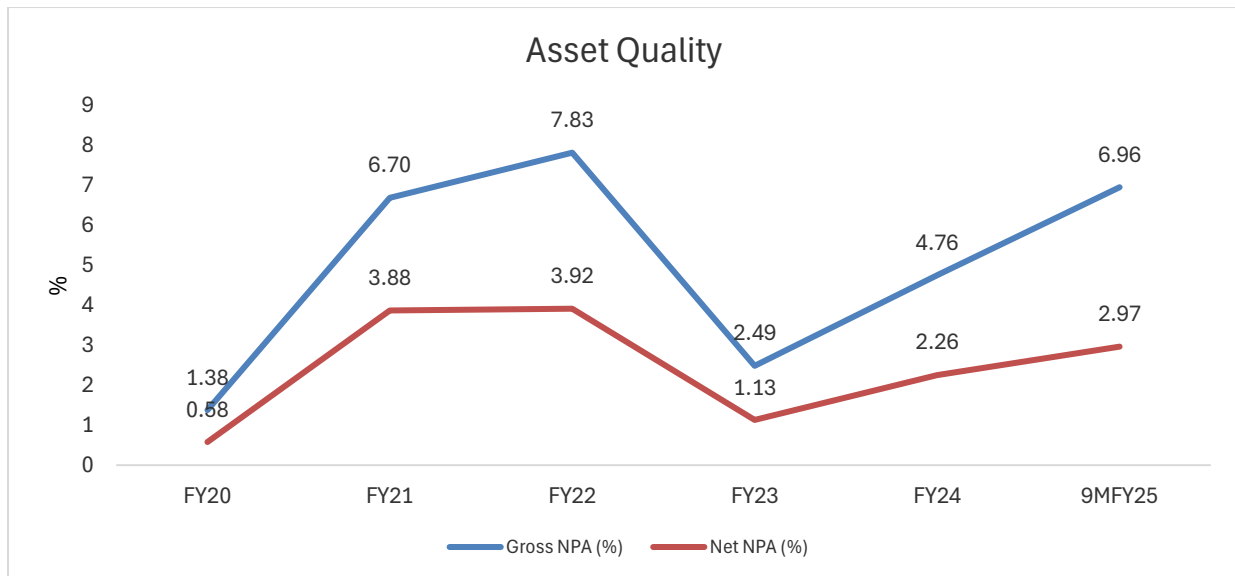
The bank's net interest margin (NIM) declined to 8.16% in 9MFY25 from 10.25% in FY24, primarily due to interest income reversals of ₹93 crore in Q2FY25 and ₹76 crore in Q3FY25, following asset quality deterioration. The share of higher-yielding microfinance (MFI) portfolio declined from 70.0% as on March 31, 2024, to 56.6% as on December 31, 2024. Credit costs increased to 4.64% in 9MFY25 from 2.56% in FY24. CARE Ratings also notes increase in credit cost is considering the higher provisioning done by the bank over and above the bank policy. Overlay provisions stood at ₹472 crore as on December 31, 2024. The bank's ability to limit incremental slippages remains critical to maintain its earnings profile.

Moderate asset quality with continued high slippages

In FY24, the bank's asset quality deteriorated, with gross non-performing assets (GNPA) and net non-performing assets (NNPA) increasing to 4.76% and 2.26%, respectively, as on March 31, 2024, compared to 2.49% and 1.13% as on March 31, 2023. Similarly, the bank's NNPA to net worth ratio moderated from 9.42% as on March 31, 2023, to 16.92% as on March 31, 2024.

In 9MFY25, with increased slippages, GNPA and NNPA further deteriorated to 6.96% and 2.97%, respectively, as on December 31, 2024, up from 4.76% and 2.26% as on March 31, 2024. The bank wrote off ₹880 crore in 9MFY25, significantly higher than the ₹306 crore written off in FY24. As on December 31, 2024, standard restructured advances stood at ₹11.89 crore, representing 0.07% gross advances.

Gross stressed assets (as a percentage of advances) increased to 7.03% as on December 31, 2024, from 4.84% as on March 31, 2024, remaining at the same level as of September 30, 2024. Net stressed assets (as a percentage of advances) stood at 3.03% as on December 31, 2024, compared to 3.39% as on September 30, 2024, and 2.34% as on March 31, 2024. Given the ongoing stress in the microfinance (MFI) segment, slippages are expected to remain elevated in the near term, posing continued pressure on the bank's profitability.



Source: Bank data

Regional concentration of loan portfolio with improvement in single state concentration

ESAF SFB continues to be concentrated majorly in Kerala, followed by Tamil Nadu and Madhya Pradesh. The concentration in top three states of Kerala, Tamil Nadu and Madhya Pradesh continues to remain high at 67.6% as on December 31, 2024 (68.8% as on March 31, 2024). But bank has reduced the top state concentration significantly over the last three years. Kerala constitutes 34.8% portfolio as on December 31, 2024 (March 31, 2024: 36.1%, March 31, 2023: 42.1%, March 31, 2022: 45.6%). The bank has its presence in 24 states and two UTs across 770 branches as on December 31, 2024.

Liquidity: Adequate

Per the bank's structural liquidity statement as on December 31, 2024, it does not have negative cumulative mismatches up to one year time bucket. Liquidity coverage ratio (LCR) stood comfortable at 152% as on December 31, 2024. In addition, the bank consistently maintains excess SLR investments, which provides cushion to its liquidity. Excess SLR as on December 31, 2024, stood at ₹2,319 crore.

Environment, social, and governance (ESG) risks

ESAF SFB provides financial access to the unbanked and rural population. With a focus on financial inclusion, the bank aims to reach more rural geographies and extend financial deepening through customised products and services. The bank has adopted a CSR Policy, which contributes an average of up to 5% bank's total net profit in the last three fiscal years to carry out social initiatives. The bank recognises the importance of being socially responsible and contributing to uplift the poor, marginalised and needy segments of the society. Given the bank's business, consumption of resources is limited. With the Green Protocol, Environment Policy and ESG Policy in place, the bank makes the best effort to procure energy-efficient products. Greater adoption of digital platforms has brought in increased efficiencies of operations and additionally ensures substantially reduced dependency on paper. In FY22-23, the bank adopted an E-Signature process for disbursing micro loans.

Applicable criteria

[Definition of Default](#)

[Rating Outlook and Rating Watch](#)

[Banks](#)

[Financial Ratios - Financial Sector](#)

[Short Term Instruments](#)

[Rating Basel III - Hybrid Capital Instruments issued by Banks](#)

About the company and industry

Industry classification

Macroeconomic indicator	Sector	Industry	Basic industry
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Financial Services	Financial Services	Banks	Other Bank
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ESAF SFB is a Kerala-based small finance bank (SFB), which commenced banking operations on March 10, 2017. The bank was promoted by K Paul Thomas who is part of the Kerala-based ESAF group operating in microfinance space from 1995 (ESAF Microfinance started its operations as an NGO as Evangelical Social Action Forum) and set up ESAF Microfinance & investments Private Limited (EMFIL) in 2007. EMFIL subsequently received SFB license and started banking operations from March 2017 onwards. ESAF SFB is currently focused on retail banking business with presence in micro-finance, housing finance, business loans, loan against property (LAP), gold loans and providing financing solutions for marginal customers, who lack access to formal banking and financing channels, while providing a comprehensive banking and digital platform for all. The bank received Scheduled status from RBI on December 27, 2018.

ESAF Small Finance Bank completed the process of IPO in November 2023 and raised ₹390.70 crore through fresh issue of shares. As on December 31, 2024, ESAF Financial Holdings Private Limited held 52.91% of the shareholding in ESAF SFB, while Paul Thomas held 6.05%, ESAF Swasraya Multi State Agro Co-operative Society Limited held 4.35%, Muthoot Finance Limited held 3.63%, Bajaj Allianz Life Insurance Company held 2.03%, PI Ventures held 1.70%, Edelweiss Life Insurance Company Limited held 1.89% and others (including NRI, FPI among others) stood at 27.44%. As on December 31, 2024, the bank's total deposits stood at ₹22,415 crore and gross advances stood at ₹ 18,291 crore.

Financial performance

₹crore

For the period ended / as om	31-03-2022 (12m, A)	31-03-2023 (12m, A)	31-03-2024 (12m, A)	31-12-2024 (9m, UA)
Disbursements	11,945	14,941	17,014	14,106
Interest Income	1,940	2,854	3,818	2,969
Non-interest income	208	288	442	324
Total income	2,148	3,142	4,260	3,293
Interest expenses	793	1,017	1,449	1,353
Net interest income	1,147	1,836	2,370	1,616
Operating expenses	863	1,231	1,649	1,415
Pre-Provisions Operating Profit (PPOP)	492	894	1,163	524
Provisions	418	488	592	919
PBT	74	406	570	-452
Tax	19	104	145	-114
PAT	55	302	426	-338
Deposits	12,815	14,666	19,868	22,415
CASA deposits	2,927	3,137	4,502	5,592
Borrowings	2,953	3,354	3,223	1,693
Tangible net worth	1,347	1,677	2,445	2,131
Advances	11,637	13,924	18,293	17,537
Investments	4,070	4,889	5,541	6,667
Total assets	17,643	20,185	26,040	26,748
ROTA Chain				
Net Interest Margin (NIM) (%)	7.66	9.71	10.25	8.16
Non-interest Income / Avg Total Assets (%)	1.39	1.52	1.91	1.64
Operational Expenses /Avg. Total Assets (%)	5.76	6.51	7.13	7.15
Credit Cost/Avg. Total Assets (%)	2.79	2.58	2.56	4.64
ROTA (%)	0.37	1.60	1.84	-1.71
RONW (%)	4.11	19.99	20.65	-19.71
Solvency ratios				
Overall gearing (times)	11.74	10.78	9.47	
Capital Adequacy Ratio (CAR) (%)	18.64	19.83	23.27	22.70
Tier I CAR (%)	16.16	18.12	19.70	18.68
Common Equity Tier I Ratio (CET I Ratio) (%)	15.62	17.61	19.32	
CASA Ratio (%)	22.84	21.39	22.66	24.95
Credit/Deposit Ratio (times)	90.81	94.95	92.07	78.24

For the period ended / as on	31-03-2022 (12m, A)	31-03-2023 (12m, A)	31-03-2024 (12m, A)	31-12-2024 (9m, UA)
Asset Quality Ratios (%)				
Gross NPA (%)	7.83	2.49	4.76	6.96
Net NPA (%)	3.92	1.13	2.26	2.97
Net NPA to Net worth (%)	33.86	9.42	16.92	24.43

A: Audited; UA: Unaudited; Note: these are latest available financial results

Status of non-cooperation with previous CRA: Not applicable

Any other information: Not applicable

Rating history for last three years: Annexure-2

Details of rated facilities: Annexure-3

Complexity level of instruments rated: Annexure 4

Covenants of rated instrument / facility: Annexure-5

Annexure-1: Details of instruments/facilities

Name of the Instrument	ISIN	Date of Issuance	Coupon Rate (%)	Maturity Date	Size of the Issue (₹ crore)	Rating Assigned along with Rating Outlook
Tier II Bonds (Basel III) -I	INE818W08024	March 28, 2018	11.50%	March 28, 2025	20.00	CARE A; Negative
Tier II Bonds (Basel III) -I	INE818W08032	June 1, 2018	11.50%	June 1, 2025	40.00	CARE A; Negative
Tier II Bonds (Basel III)- II	INE818W08081	March 31, 2022	11.25%	April 30, 2032	20.00	CARE A; Negative
Lower Tier-II bonds (Basel II)	INE818W08099	September 04, 2023	11.25%	May 04, 2029	85.00	CARE A; Negative
Lower Tier-II bonds (Basel II)	INE818W08107	February 29, 2024	11.10%	February 28, 2034	60.00	CARE A; Negative
Lower Tier-II bonds (Basel II)	INE818W08123	March 20, 2024	11.00%	April 20, 2030	85.00	CARE A; Negative
Lower Tier-II bonds (Basel II)	INE818W08115	March 20, 2024	11.10%	April 20, 2031	50.00	CARE A; Negative
Certificate Of Deposit	Proposed	-	-	-	500.00	CARE A1+
Lower Tier-II bonds (Basel II)	Proposed	-	-	-	500.00	CARE A; Negative

Annexure-2: Rating history for last three years

Sr. No.	Name of the Instrument/Bank Facilities	Current Ratings			Rating History			
		Type	Amount Outstanding (₹ crore)	Rating	Date(s) and Rating(s) assigned in 2024-2025	Date(s) and Rating(s) assigned in 2023-2024	Date(s) and Rating(s) assigned in 2022-2023	Date(s) and Rating(s) assigned in 2021-2022
1	Bonds-Tier II Bonds	LT	60.00	CARE A;	1)CARE A; Negative	1)CARE A; Stable	1)CARE A; Negative	1)CARE A; Negative

				Negative	(17-Mar-25) 2)CARE A; Stable (04-Jul-24)	(22-Feb-24) 2)CARE A; Stable (01-Aug-23) 3)CARE A; Stable (04-Jul-23)	(27-Dec-22)	(07-Jan-22)
2	Certificate Of Deposit	ST	500.00	CARE A1+	1)CARE A1+ (17-Mar-25) 2)CARE A1+ (04-Jul-24)	1)CARE A1+ (22-Feb-24) 2)CARE A1+ (01-Aug-23) 3)CARE A1+ (04-Jul-23)	1)CARE A1+ (27-Dec-22)	1)CARE A1+ (07-Jan-22)
3	Bonds-Tier II Bonds	LT	20.00	CARE A; Negative	1)CARE A; Negative (17-Mar-25) 2)CARE A; Stable (04-Jul-24)	1)CARE A; Stable (22-Feb-24) 2)CARE A; Stable (01-Aug-23) 3)CARE A; Stable (04-Jul-23)	1)CARE A; Negative (27-Dec-22)	1)CARE A; Negative (25-Feb-22)
4	Bonds-Lower Tier II	LT	150.00	CARE A; Negative	1)CARE A; Negative (17-Mar-25) 2)CARE A; Stable (04-Jul-24)	1)CARE A; Stable (22-Feb-24) 2)CARE A; Stable (01-Aug-23)	-	-
5	Bonds-Lower Tier II	LT	130.00	CARE A; Negative	1)CARE A; Negative (17-Mar-25)	1)CARE A; Stable (22-Feb-24)	-	-

					2)CARE A; Stable (04-Jul-24)			
6	Bonds-Lower Tier II	LT	500.00	CARE A; Negative				

LT: Long term; ST: Short term

Annexure-3: Details of rated facilities

Details of debt instruments

Name of the Instrument	ISIN	Date of Issuance	Coupon Rate (%)	Maturity Date	Size of the Issue (₹ crore)
Tier II Bonds (Basel III) -I	INE818W08024	March 28, 2018	11.50%	March 28, 2025	20.00
Tier II Bonds (Basel III) -I	INE818W08032	June 1, 2018	11.50%	June 1, 2025	40.00
Tier II Bonds (Basel III)- II	INE818W08081	March 31, 2022	11.25%	April 30, 2032	20.00
Lower Tier-II bonds (Basel II)	INE818W08099	September 04, 2023	11.25%	May 04, 2029	85.00
Lower Tier-II bonds (Basel II)	INE818W08107	February 29, 2024	11.10%	February 28, 2034	60.00
Lower Tier-II bonds (Basel II)	INE818W08123	March 20, 2024	11.00%	April 20, 2030	85.00
Lower Tier-II bonds (Basel II)	INE818W08115	March 20, 2024	11.10%	April 20, 2031	50.00
Certificate Of Deposit	Proposed	-	-	-	500.00
Lower Tier-II bonds (Basel II)	Proposed	-	-	-	500.00

Annexure-4: Complexity level of instruments rated

Sr. No.	Name of the Instrument	Complexity Level
1	Bonds-Lower Tier II	Simple
2	Bonds-Tier II Bonds	Simple
3	Certificate Of Deposit	Simple

Note on complexity levels of rated instruments: CARE Ratings has classified instruments rated by it based on complexity. Investors/market intermediaries/regulators or others are welcome to write to care@careedge.in for clarifications.

Annexure-5: Detailed explanation of covenants of rated instruments/facilities: Not applicable

Annexure-6: Lender details

To view the lender wise details of bank facilities please [click here](#)

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(This follows our Press Release for the entity published on March 17, 2025 and March 28, 2025)

About us:

Established in 1993, CARE Ratings is one of the leading credit rating agencies in India. Registered under the Securities and Exchange Board of India, it has been acknowledged as an External Credit Assessment Institution by the RBI. With an equitable position in the Indian capital market, CARE Ratings provides a wide array of credit rating services that help corporates raise capital and enable investors to make informed decisions. With an established track record of rating companies over almost three decades, CARE Ratings follows a robust and transparent rating process that leverages its domain and analytical expertise, backed by the methodologies congruent with the international best practices. CARE Ratings has played a pivotal role in developing bank debt and capital market instruments, including commercial papers, corporate bonds and debentures, and structured credit.

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INDEPENDENT AUDITORS' REPORT ON AUDIT OF ANNUAL FINANCIAL RESULTS AND REVIEW OF QUARTERLY FINANCIAL RESULTS

TO THE BOARD OF DIRECTORS OF ESAF SMALL FINANCE BANK LIMITED

Opinion and Conclusion

We have (a) audited the Financial Results for the year ended March 31, 2025 and (b) reviewed the Financial Results for the quarter ended March 31, 2025 (refer 'Other Matters' section below), both included in the accompanying "Statement of Financial Results for the Quarter and Year Ended March 31, 2025" of **ESAF SMALL FINANCE BANK LIMITED** (the "Bank"), (the "Statement"), being submitted by the Bank pursuant to the requirements of Regulation 33 and Regulation 52 read with Regulation 63(2) of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended (the "Listing Regulations").

(a) Opinion on Annual Financial Results

In our opinion and to the best of our information and according to the explanations given to us, the Financial Results for the year ended March 31, 2025:

- i. is presented in accordance with the requirements of Regulation 33 and Regulation 52 read with Regulation 63(2) of the Listing Regulations; and
- ii. gives a true and fair view in conformity with the recognition and measurement principles laid down in the Accounting Standards prescribed under Section 133 of the Companies Act 2013, ("Accounting Standards"), in so far as they apply to banks, the relevant provisions of the Banking Regulation Act, 1949, the circulars, guidelines and directions issued by the Reserve Bank of India (RBI) from time to time and other accounting principles generally accepted in India of the net profit and other financial information of the Bank for the year then ended.

(b) Conclusion on Unaudited Financial Results for the quarter ended March 31, 2025

With respect to the Financial Results for the quarter ended March 31, 2025, based on our review conducted as stated in paragraph (b) of Auditor's Responsibilities section below, nothing has come to our attention that causes us to believe that the Financial Results for the quarter ended March 31, 2025, prepared in accordance with the recognition and measurement principles laid down in the aforesaid Accounting Standards, in so far as they apply to banks, the relevant provisions of the Banking Regulation Act, 1949, the circulars, guidelines and directions issued by the RBI from time to time and other accounting principles generally accepted in India, has not disclosed the information required to be disclosed in terms of Regulation 33 and Regulation 52 read with Regulation 63(2) of the Listing Regulations, including the manner in which it is to be disclosed, or that it contains any material misstatement.



Basis for Opinion on the Audited Financial Results for the year ended March 31, 2025

We conducted our audit in accordance with the Standards on Auditing ("SAs") specified under Section 143(10) of the Companies Act, 2013 (the "Act"). Our responsibilities under those Standards are further described in paragraph (a) of Auditor's Responsibilities section below. We are independent of the Bank in accordance with the Code of Ethics issued by the Institute of Chartered Accountants of India (the "ICAI") together with the ethical requirements that are relevant to our audit of the Financial Results for the year ended March 31, 2025 under the provisions of the Act and the Rules thereunder, and we have fulfilled our other ethical responsibilities in accordance with these requirements and the ICAI's Code of Ethics. We believe that the audit evidence obtained by us is sufficient and appropriate to provide a basis for our audit opinion.

Board of Director's Responsibilities for the Statement

This Statement which includes the Financial Results is the responsibility of the Bank's Board of Directors and has been approved by them for the issuance. The Financial Results for the year ended March 31, 2025 has been compiled from the related audited financial statements. This responsibility includes the preparation and presentation of the Financial Results for the quarter and year ended March 31, 2025 that give a true and fair view of the net profit and other financial information in accordance with the recognition and measurement principles laid down in the Accounting Standards prescribed under Section 133 of the Act read with relevant rules issued thereunder, in so far as they apply to banks, the relevant provisions of the Banking Regulation Act, 1949, the circulars, guidelines and directions issued by the RBI from time to time and other accounting principles generally accepted in India and in compliance with Regulation 33 and Regulation 52 read with Regulation 63(2) of the Listing Regulations. This responsibility also includes maintenance of adequate accounting records in accordance with the provisions of the Act for safeguarding the assets of the Bank and for preventing and detecting frauds and other irregularities; selection and application of appropriate accounting policies; making judgments and estimates that are reasonable and prudent; and the design, implementation and maintenance of adequate internal financial controls that were operating effectively for ensuring the accuracy and completeness of the accounting records, relevant to the preparation and presentation of the Financial Results that give a true and fair view and is free from material misstatement, whether due to fraud or error.

In preparing the Financial Results, the Board of Directors are responsible for assessing the Bank's ability, to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless the Board of Directors either intends to liquidate the Bank or to cease operations, or has no realistic alternative but to do so.

The Board of Directors are also responsible for overseeing the financial reporting process of the Bank.



Auditor's Responsibilities**(a) Audit of the Financial Results for the year ended March 31, 2025**

Our objectives are to obtain reasonable assurance about whether the Financial Results for the year ended March 31, 2025 as a whole is free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with SAs will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of this Financial Results.

As part of an audit in accordance with SAs, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the Annual Financial Results, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances. Under section 143(3) (i) of the Act, we are also responsible for expressing our opinion on whether the company has adequate internal financial controls with reference to financial statements in place and the operating effectiveness of such controls.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates made by the Board of Directors.
- Evaluate the appropriateness and reasonableness of disclosures made by the Board of Directors in terms of the requirements specified under Regulation 33 and Regulation 52 read with Regulation 63(2) of the Listing Regulations.
- Conclude on the appropriateness of the Board of Directors' use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the ability of the Bank to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the Statement or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Bank to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the Annual Financial Results, including the disclosures, and whether the Annual Financial Results represent the underlying transactions and events in a manner that achieves fair presentation.
- Obtain sufficient appropriate audit evidence regarding the Annual Financial Results of the Bank to express an opinion on the Annual Financial Results.



Materiality is the magnitude of misstatements in the Annual Financial Results that, individually or in aggregate, makes it probable that the economic decisions of a reasonably knowledgeable user of the Annual Financial Results may be influenced. We consider quantitative materiality and qualitative factors in (i) planning the scope of our audit work and in evaluating the results of our work; and (ii) to evaluate the effect of any identified misstatements in the Annual Financial Results.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings including any significant deficiencies in internal control that we identify during our audit.

We also provide those charged with governance with a statement that we have complied with relevant ethical requirements regarding independence, and to communicate with them all relationships and other matters that may reasonably be thought to bear on our independence, and where applicable, related safeguards.


(b) Review of the Financial Results for the quarter ended March 31, 2025

We conducted our review of the Financial Results for the quarter ended March 31, 2025 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 ICAI. A review of interim financial information consists of making inquiries, primarily of the Bank's personnel 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 SAs 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.

Other Matter


The Statement includes the results for the quarter ended March 31, 2025 being the balancing figure between audited figures in respect of the full financial year and the published year to date figures up to the third quarter of the current financial year which were subject to limited review by us. Our report on the Statement is not modified in respect of this matter.

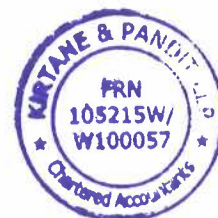
For **Abarna & Ananthan**
Chartered Accountants
Firm Registration No. 000003S


Abarna Bhaskar
Partner
Membership No. 025145
UDIN: 25025145BMKWV03622
Place: Mannuthy
Date: 16 May 2025



For **Kirtane & Pandit LLP**
Chartered Accountants
Firm Registration No.: 105215W/W100057


Sandeep D. Welling
Partner
Membership No. 044576
UDIN: 25044576BMK94C3083
Place: Mannuthy
Date: 16 May 2025



Statement of audited financial results for the quarter and Year ended 31 March 2025

Rs. In Lakhs


Sl No.	Particulars	Quarter ended			Year ended	
		31 March 2025	31 December 2024	31 March 2024	31 March 2025	31 March 2024
		Refer Note 17	Unaudited	Refer Note 17	Audited	Audited
1	Interest Earned (a)+(b)+(c)+(d)	89,344	94,989	1,00,199	3,86,222	3,81,853
	a) Interest/discount on advances/bills	78,086	83,359	90,789	3,41,050	3,46,142
	b) Income on investments	11,112	10,322	9,371	40,204	35,295
	c) Interest on balances with Reserve Bank of India and other inter-bank funds	146	1,308	39	4,968	416
	d) others	-	-	-	-	-
2	Other Income	14,334	11,189	14,985	46,709	44,172
3	Total Income (1)+(2)	1,03,678	1,06,178	1,15,184	4,32,931	4,26,025
4	Interest expended	45,765	46,287	41,125	1,81,069	1,44,873
5	Operating Expenses (i)+(ii)	48,847	47,153	45,591	1,90,351	1,64,883
	i) Employees Cost	18,487	17,867	10,472	66,008	36,297
	ii) Other operating expenses	30,360	29,286	35,119	1,24,343	1,28,586
6	Total Expenditure (4)+(5)	94,612	93,440	86,716	3,71,420	3,09,756
	(excluding provisions & contingencies)					
7	Operating Profit before provisions and contingencies (3)-(6)	9,066	12,738	28,468	61,511	1,16,269
8	Provisions (other than tax) and contingencies	33,150	40,977	22,615	1,25,008	59,228
9	Exceptional items (Refer Note 15)	-	-	-	5,800	-
10	Profit/(Loss) from ordinary activities before tax (7)-(8)-(9)	(24,084)	(28,239)	5,853	(69,297)	57,041
11	Tax expenses	(5,765)	(7,149)	1,518	(17,158)	14,484
12	Net profit /(Loss) from ordinary activities after tax (10)-(11)	(18,319)	(21,090)	4,335	(52,139)	42,557
13	Extraordinary items (net of tax expense)	-	-	-	-	-
14	Net Profit / (Loss) for the Period/ year (12)-(13)	(18,319)	(21,090)	4,335	(52,139)	42,557
15	Paid up equity share capital (Face Value of Rs. 10/- each)	51,543	51,508	51,478	51,543	51,478
16	Reserves excluding revaluation reserves				1,42,958	1,97,133
17	Analytical Ratios and other disclosures					
	(i) Percentage of shares held by Government of India	-	-	-	-	-
	(ii) Capital Adequacy Ratio - Basel II (Refer Note 7)	21.84%	22.70%	23.27%	21.84%	23.27%
	(iii) Earnings Per Share (EPS) [before and after extraordinary items, net of expenses] (Face value of Rs.10/- each) *					
	- Basic (Rs.)	(3.56)	(4.10)	0.91	(10.13)	8.96
	- Diluted (Rs.)	(3.55)	(4.09)	0.91	(10.12)	8.94
	(iv) NPA Ratio					
	(a) Gross NPA	1,29,056	1,27,395	89,304	1,29,056	89,304
	(b) Net NPA	53,964	52,046	41,379	53,964	41,379
	(c)% of Gross NPA to Gross Advances	6.87%	6.96%	4.76%	6.87%	4.76%
	(d) % of Net NPA to Net Advances	2.99%	2.97%	2.26%	2.99%	2.26%
	(v) Return on Assets *	(0.67)%	(0.79)%	0.17%	(1.94)%	1.86%
	(vi) Network #	1,94,501	2,12,366	2,48,611	1,94,501	2,48,611
	(vii) Outstanding redeemable preference shares	-	-	-	-	-
	(viii) Capital Redemption Reserve/ Debenture Redemption Reserve	-	-	-	-	-
	(ix) Debt - Equity Ratio **	0.56	0.64	0.83	0.56	0.83
	(x) Total debts ** to total assets	5.17%	6.33%	12.35%	5.17%	12.35%

* Quarterly numbers are not annualised

#Networth represents sum of Capital and Reserves & Surplus

**Debt represents borrowings with residual maturity of more than one year. Total debt represents total borrowings.Equity represents sum of Capital and Reserves & Surplus

As per regulation 33 and regulation 52(4) of SEBI (Listing obligations & Disclosure Requirements) regulations, 2015 the equity and debt listed entities are required to disclose certain ratios.The ratios which are relevant to the Banking sector are disclosed above.

Notes:
1. Segment information in accordance with the RBI guidelines and Accounting Standard 17-"Segment Reporting"

SI	Particulars	Rs. In Lakhs				
		Quarter ended			Year ended	
		31 March 2025	31 December 2024	31 March 2024	31 March 2025	31 March 2024
		Refer Note 17	Unaudited	Refer Note 17	Audited	Audited
1	Segment Revenue					
(a)	Retail	81,572	86,628	95,613	3,52,999	3,64,261
(b)	Wholesale	3,492	3,866	3,212	14,161	9,429
(c)	Treasury	14,832	12,736	11,025	53,504	39,906
(d)	Other Banking Operations	3,782	2,948	5,334	12,267	12,429
(e)	Less: Inter Segment Revenue	-	-	-	-	-
	Income from operations	1,03,678	1,06,178	1,15,184	4,32,931	4,26,025
2	Segment Results					
(a)	Retail	(29,795)	(32,302)	(3,853)	(90,489)	34,460
(b)	Wholesale	(1,069)	781	2,777	2,306	5,470
(c)	Treasury	3,180	589	1,802	7,445	5,298
(d)	Other Banking Operations	3,600	2,693	5,127	11,441	11,813
	Total Profit /(Loss) Before Tax	(24,084)	(28,239)	5,853	(69,297)	57,041
3	Segment Assets					
(a)	Retail	17,45,277	16,99,969	17,93,145	17,45,277	17,93,145
(b)	Wholesale	1,24,549	1,20,682	97,718	1,24,549	97,718
(c)	Treasury	7,93,997	8,11,774	6,90,503	7,93,997	6,90,503
(d)	Unallocated	54,006	42,333	27,323	54,006	27,323
	Total Assets	27,17,829	26,74,758	26,08,689	27,17,829	26,08,689
4	Segment Liabilities					
(a)	Retail	17,76,896	16,83,209	17,11,980	17,76,896	17,11,980
(b)	Wholesale	1,23,674	1,12,649	86,657	1,23,674	86,657
(c)	Treasury	5,81,922	6,18,736	5,10,397	5,81,922	5,10,397
(d)	Capital & Reserves	1,94,501	2,12,366	2,48,611	1,94,501	2,48,611
(e)	Unallocated	40,836	47,798	51,044	40,836	51,044
	Total Liabilities	27,17,829	26,74,758	26,08,689	27,17,829	26,08,689

Notes:

- The business of the Bank is confined within India and does not have any assets situated outside India or earnings from outside India. Accordingly, the Bank has reported operations in domestic segment only.
- Income, expenses, assets and liabilities have been either specifically identified to individual segments or allocated to segments based on matching principle and the residual items are classified as unallocated.
- Unallocated item includes capital expenditure, deferred income tax assets/ liabilities and advance tax etc.
- In computing the above information, certain estimates and assumptions have been made by the management and have been relied upon by the auditors.
- The RBI vide its Circular dated April 7, 2022 on establishments of Digital Banking Units (DBUs) has prescribed reporting of Digital Banking Segments as a sub segment of Retail Banking Segment (RBS). The Bank has not set up any DBU so far and hence DBU has not been disclosed as a separate segment as per Accounting Standard 17 (Segment Reporting).



a




Notes :

2. Statement of Assets and Liabilities

Particulars	Rs.in Lakhs	
	As at 31 March 2025	As at 31 March 2024
	Audited	Audited
CAPITAL AND LIABILITIES		
Capital	51,543	51,478
Employee Stock options Outstanding	404	568
Reserves and Surplus	1,42,958	1,97,133
Deposits	23,27,644	19,86,780
Borrowings	1,40,573	3,22,253
Other Liabilities and Provisions	54,707	50,477
Total	27,17,829	26,08,689
ASSETS		
Cash and Balances with Reserve Bank of India	1,35,143	1,36,465
Balances with Banks and Money at Call and Short Notice	62,768	5,828
Investments	5,99,526	5,54,102
Advances	18,02,787	18,29,311
Fixed Assets	30,042	20,755
Other Assets	87,563	62,228
Total	27,17,829	26,08,689



C

[Signature]



3. Statement of Cash Flow is given below:

Particulars	Rs. In Lakhs	
	Year ended 31 March 2025	Year ended 31 March 2024
	Audited	Audited
Cash Flow from Operating Activities		
Net Profit/(Loss) Before Tax	(69,297)	57,041
Adjustments for:		
Depreciation on Bank's Property	5,925	5,099
Amortisation of Premium on HTM Investments	57	648
(Profit)/Loss on sale of investments (net)	(7,916)	(2,065)
(Profit)/Loss on sale of Fixed Assets	(9)	(9)
Provision for Non Performing Advances	1,49,661	58,902
Provision/(Reversal) for Standard Advances	611	2,043
Expense/(reversal) on Employee Stock Option	395	(20)
Profit on revaluation of investments (Net)	(234)	(2,017)
Provision for Other Contingencies	246	(740)
	79,439	1,18,882
(Increase)/ Decrease in Investments (other than HTM Investments)	25,621	(10,615)
(Increase)/ Decrease in Advances	(1,23,137)	(4,95,780)
(Increase)/ Decrease in Fixed Deposit with Bank (Original Maturity greater than 3 months)	(32)	(238)
(Increase)/ Decrease in Other Assets	(7,938)	(16,629)
Increase/ (Decrease) in Deposits	3,40,864	5,20,218
Increase/ (Decrease) in Other liabilities and provisions	3,373	287
Direct taxes paid (net)	(558)	(16,033)
Net Cash Flow from/(used in) Operating Activities (A)	3,17,632	1,00,092
Cash Flow from/(Used in) Investing Activities		
Purchase of Fixed Assets	(15,268)	(7,141)
Proceeds from Sale of Fixed Assets	66	88
(Increase)/ Decrease in Held to Maturity Investments	(61,680)	(51,200)
Net Cash Used in Investing Activities (B)	(76,882)	(58,253)
Cash Flow from/(Used in) Financing Activities		
Proceeds from Issue of Share Capital (including Share Premium)	121	39,070
Share Issue Expenses	-	(2,393)
Dividend Paid	(3,603)	-
Increase/(Decrease) in Borrowings	(1,81,680)	(13,167)
Cash Flow from/(used in) Financing Activities (C)	(1,85,162)	23,510
Net Increase in Cash and Cash Equivalents (A+B+C)	55,588	65,349
Cash and Cash Equivalents at the beginning of period/ year	1,41,991	76,642
Cash and Cash Equivalents at the end of period/year	1,97,579	1,41,991

The above Cash Flow Statement has been prepared under the indirect method as set out in Accounting Standard (AS) 3 - Cash Flow Statements specified under Section 133 of the Companies Act, 2013 read with the Companies (Account) Rules, 2014 .



4. The statement of audited financial results for the quarter and year ended 31 March 2025 ("Statement" or "financial results") have been reviewed by the Audit Committee and approved by the Board of Directors at their meetings held on 16 May 2025 in accordance with the requirement of Regulation 33 and Regulation 52 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, (the "Regulations") as amended. The financial results for the year ended 31 March 2025 have been subjected to audit and figures for the Quarter ended 31 March 2025 is subjected to a limited review by the Joint Statutory auditors who have issued an unmodified report thereon.

5. The above financial results of the Bank has been prepared in accordance with the Banking Regulation Act, 1949, generally accepted accounting principles in India, including accounting standards as prescribed under Section 133 of the Companies Act, 2013 read with the Companies (Accounting Standard) Rules, as amended and applicable to the Banks, Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements), 2015, as amended and guidelines issued by Reserve Bank of India (RBI).

6. The Bank has applied significant accounting policies in the preparation of these financial results consistent with those followed in the annual financial statements for the year ended 31 March 2025, read with note 9 below. Any circulars/ directions issued by RBI is implemented prospectively when it becomes applicable, unless specifically required under those circulars/ directions.

7. The Capital Adequacy Ratio ("CRAR") has been computed as per the Operating guidelines in the RBI notification RBI/2016-17/81 DBR.NBD.NO.26/16.13.218/2016-17 dated 6 October 2016 ("the Operating guidelines") prescribed for Small Finance Bank. The Bank has followed Basel II standardised approach for credit risk in accordance with the Operating Guidelines issued by the RBI for Small Finance Banks. Further no separate capital charge for market risk and operational risk has been computed in view of the exception contained in RBI Notification DBR. NBD. NO. 4502/16.13.218/2017-18 dated 8 November 2017.

8. Details of resolution plan implemented under the Resolution Framework for COVID-19-related Stress as per RBI circular dated 6 August 2020 (Resolution Framework 1.0) and 5 May 2021 (Resolution framework 2.0) are given below:

Rs. In Lakhs					
Type of Borrower	Exposure to accounts classified as standard consequent to implementation of resolution plan - position as at the end of the previous half year ended 30 September 2024 (A)	of (A) aggregate debt that slipped into NPA during the half year ended 31 March 2025	of (A) amount written off during the half - year	of (A) amount paid by the borrowers during the half year #	Exposure to accounts classified as standard consequent to implementation of resolution plan - position as at the end of this half year ended 31 March 2025
Personal Loans	408	2	-	32	374
Corporate Persons *	-	-	-	-	-
Of Which MSMEs	-	-	-	-	-
Others	484	11	-	75	398
Total	892	13	-	107	772

* As defined in section 3(7) of Insolvency and Bankruptcy Code, 2016

Amount paid by borrower during the half year is net of addition in the borrower amount due to fresh disbursement made, if any.

9. (i) During the year ended 31 March 2025, the bank has not acquired / transferred any "loans not in default" through assignment of loans.

(ii) During the year ended 31 March 2025, the bank has not acquired/ transferred any stressed loans (Non-performing Asset and Special Mention Account).

iii) Details of ratings of SRs outstanding as on 31 March 2025 are given below:

Rs.in Lakhs			
Ratings	Rating Agency	Recovery Rating	Gross Value of Outstanding SRs
RR3	Crisil	50% and upto 75%	4,915.23*

* the same has been carried at Rs.2/- in the books.

10. The Bank is carrying an additional contingency provision on standard assets of Rs. 4,467 Lakhs as on 31 March 2025 (Rs.3,582 Lakhs as on 31 March 2024).

11. Other income includes processing fee, Revaluation profit or loss, profit/ loss on sale of investments (net off provision for depreciation), Income from bancassurance business, recovery from loans written off, income from dealing in PSLC, Collection Agency Fees from Asset Reconstruction Companies (ARC).

12. During the year ended 31 March 2025, the Bank implemented the RBI Master Direction - Classification, Valuation, and Operation of Investment Portfolio of Commercial Banks (Directions), 2023, dated 12 September 2023. This directive is applicable to banks from 1 April 2024. Consequent to the transition provisions, the Bank has recognised net gain of Rs. 951.73 lakhs (net of taxes) which has been credited to General Reserve as on 01 April 2024, on account of revision in the carrying value of investments to the fair value as on such date. The impact of the revised framework for previous period FY 23-24 is not ascertainable and assess the profit or loss from the investments included in other income for the year ended 31 March 2025, incomparable with the previous period (s)/year.

13. During the year ended 31 March 2025, the Bank has allotted 6,47,594 equity shares (Quarter ended 31 March 2025: 3,46,697 equity shares) pursuant to the exercise of options under the approved employee stock option scheme

14. As at March 31, 2025 4,98,848 options were lapsed, and balance 9,88,815 options remains unvested out of the total options granted under the approved Employee Stock Option Plan (ESOP).

15. The Board of Directors at their meeting held on June 14, 2024, had taken a strategic decision to reduce concentration risk associated with dependence on business correspondents and had decided to modify the existing arrangement with M/s. ESAF Swasraya Multi State Agro Co-operative Society Limited ("ESMACO"), the largest business correspondent and one of the promoter group entities of the Bank from 1 July 2024.

In terms of the modified arrangement the Bank had absorbed 5,109 trained employees of ESMACO and had agreed to compensate ESMACO Rs 5,800 lakhs (inclusive of GST) being the value addition for sourcing and training the staff which otherwise the Bank would have had to incur based on an independent external valuation. These employees would be eligible to all the benefits similar to the Bank staff from 1 July 2024. Accordingly Rs. 5,800 Lakhs is reported as an exceptional item for the year ended 31 March 2025.

16. The Bank does not have any subsidiary/ associate/ joint venture as on 31 March 2025.

17. The figures of the last quarter in each financial year are the balancing figures between the audited figures in respect of the full financial year and unaudited published year to date figures upto the end of the third quarter of the respective financial year, which were subjected to a limited review

18. Figures for the previous period/year have been reclassified/regrouped wherever necessary, to conform to the current period classification.

No.: []

Date: July 14, 2025

Addressed to: _____

**KEY INFORMATION DOCUMENT
(FOR PRIVATE PLACEMENT)**



ESAF SMALL FINANCE BANK LIMITED

A public limited company incorporated under the Companies Act, 2013

Corporate Identification Number (CIN): L65990KL2016PLC045669 Permanent Account Number (PAN): AAECE2619Q Date of Incorporation: May 5, 2016 Place of Incorporation: Thrissur, Kerala Registration number issued by the relevant regulator: 045669 Website: www.esafbank.com	Registered and Corporate Office: Building No. VII/83/8, ESAF Bhavan, Thrissur-Palakkad National Highway, Mannuthy, Thrissur 680 651, Kerala, India Telephone No.: +91 487 7123 907 Email: investor.relations@esafbank.com
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Key information document for issue of Debentures in conformity with the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 as amended from time to time, the Master Circular issued by Securities Exchange Board of India vide circular number SEBI/HO/DDHS/PoD1/P/CIR/2023/119 dated August 10, 2021, as amended from time to time, and the Securities and Exchange Board of India (Listing Obligations And Disclosure Requirements) Regulations, 2015, as amended from time to time.

SERIES 1

ISSUE OF UPTO 10,000 (TEN THOUSAND) LISTED, RATED, TAXABLE, UNSECURED, TRANSFERABLE, REDEEMABLE, FULLY PAID UP, BASEL II COMPLIANT LOWER TIER II SUBORDINATED BONDS IN THE NATURE OF NON-CONVERTIBLE DEBENTURES HAVING A FACE VALUE OF RS. 1,00,000/- (RUPEES ONE LAKH ONLY) EACH, UP TO AN AGGREGATE VALUE OF RS. 100,00,00,000/- (RUPEES ONE HUNDRED CRORES ONLY) WHICH INCLUDES A GREENSHOE OPTION OF UP TO RS. 50,00,00,000/- (RUPEES FIFTY CRORES ONLY) ON A PRIVATE PLACEMENT BASIS ("ISSUE") UNDER THE GENERAL INFORMATION DOCUMENT DATED JULY 08, 2025 ("GENERAL INFORMATION DOCUMENT") AS AMENDED / SUPPLEMENTED FROM TIME TO TIME, FOR PRIVATE PLACEMENT OF LISTED, RATED, TAXABLE, UNSECURED, TRANSFERABLE, REDEEMABLE, FULLY PAID UP, BASEL II COMPLIANT LOWER TIER II SUBORDINATED BONDS IN THE NATURE OF NON-CONVERTIBLE DEBENTURES.

Certain details of the Debentures are as follows:

- (a) **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.**

CARE Ratings Limited has assigned a "CARE A (Outlook: Negative)" (pronounced "CARE Single A with Negative outlook") rating to the captioned Issue.





Date of Rating Letters: March 28, 2025 by CARE Ratings Limited

Date of Press Release of Ratings: March 28, 2025 by CARE Ratings Limited

Press Release and Rating Rationale: Please refer Annexure III of this Key Information Document.

Declaration: The rating mentioned above is valid as on the date of issuance and listing of this Issue.

- (b) **Listing:** The Debentures issued under this Key Information Document are proposed to be listed on the Negotiated Trade Reporting Platform under New Debt Market of NSE Limited within such timelines as prescribed under Applicable Law. The in-principle approval obtained by the Bank from NSE has been disclosed in Annexure VIII of the General Information Document. The Bank has maintained the Recovery Expense Fund with [NSE] (Please refer Section 4.34(b) of the General Information Document for more details).
- (c) **Eligible Investors:** Please refer Section 4.46 of the General Information Document.

ISSUE SCHEDULE			
Issue Opening Date	Issue Closing Date	Pay-In Date	Deemed Date of Allotment
July 16, 2025	July 16, 2025	July 17, 2025	July 17, 2025
The Bank reserves the right to change the Issue programme including the Deemed Date of Allotment at its sole discretion in accordance with the timelines specified in the SEBI Debt Listing Regulations without giving any reasons or prior notice. The Issue will be open for bidding as per bidding window that would be communicated through NSE EBP Platform.			
Coupon	Coupon Payment Frequency	Redemption Date	Redemption Amount
11.10% p.a.	Quarterly and on Redemption	July 17, 2031	Rs. 1,00,000/- per Debenture
KEY OFFICERS OF THE BANK			
Compliance Officer Ranjith Raj P Telephone Number: +91 487 7123 907 Email: ranjith.raj@esafba.nk.com	Company Secretary Ranjith Raj P Telephone Number: +91 487 7123 907 Email: ranjith.raj@esafba.nk.com	Chief Financial Officer Mr. Gireesh C.P. Telephone Number: +91 487 7123 907 Email: gireesh.cp@esafb.ank.com	Promoters Corporate Promoter: ESAF Financial Holdings Private Limited and Individual Promoter: Kadambelil Paul Thomas Telephone Number: +91 9072045500 Email: minu.santhosh@esafholdings.com
DETAILS OF STAKEHOLDERS			
Debenture Trustee  Name: Axis Trustee Services Limited Registered Address: Axis House, Bombay Dyeing Mills Compound, Pandhurang Budhkar Marg, Worli- 400025, Mumbai, Maharashtra, India, Corporate Address: Ruby, 2nd Floor, SW, 29 Senapati Bapat Marg, Dadar West, Mumbai – 400 028 Tel: 022 62300451 Contact Person: Chief Operating Officer Email: debenturetrustee@axistrustee.in Website: https://www.axis	Registrar and Transfer Agent  Name: MUFGBank Intime India Pvt Limited Address: C 101, 247 Park, L B S Marg, Vikhroli West, Mumbai 400 083 Tel: +91 22 49186000 Contact Person: Mr. Ganesh Jadhav Email: ganesh.jadhav@in.mpmms.mufg.com Website: www.in.mpmms.mufg.com	Credit Rating Agency  Name: CARE Ratings Limited Address: Unit No. 205-208, 2nd Floor, Prestige Meridian 1, No. 29, M. G. Road, Bengaluru, Karnataka – 560001 Tel: +91-9986434220 Contact Person: Mr. Sandeep Kumar Email: Sandeep.Kumar@careedge.in Website: careedge.in	Arrangers to the Issue  Name: NA Address: NA Tel: NA Contact Person: NA Email: NA Website: NA Statutory Auditors Name: Kirtane & Pandit LLP, Chartered Accountants Logo: NA Address: 5th Floor, Wing – A, Gopal House, S. No. 127/1B/1, Opp. Harshal Hall, Kothrud, Pune – 411029 E-mail: sandeep.welling@kirtanepandit.com Telephone Number: 98215 33842 Contact Person: Sandeep Welling Website: www.kirtanepandit.com Name: Abarna & Ananthan, Chartered Accountants Logo: NA Address: 521, 3rd Main Road, 2nd Phase, 6th Block, Banashankari 3rd Stage, Bengaluru 560 085, Karnataka, India Email: mohanrao@aaca1987.co.in Telephone Number: +91 88 8009 7322 Contact Person: Mohan Rao Website: NIL

strustee.in		www.careedge.in			
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BACKGROUND

This Key Information Document dated July 14, 2025 for issuance of upto 10,000 (Ten Thousand) Listed, Rated, Taxable, Unsecured, Transferable, Redeemable, Fully Paid Up, Basel II Compliant Lower Tier II Subordinated Bonds in the nature of Non-Convertible Debentures aggregating up to Rs. 100,00,00,000/- (Rupees One Hundred Crores Only) which includes a green-shoe option of up to Rs. 50,00,00,000/- (Rupees Fifty Crores Only) issued in terms of and pursuant to the General Information Document dated July 08, 2025. 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 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 Bank 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 this Key Information 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.

Pursuant to the resolution passed by the Company's shareholders dated August 14, 2024 in accordance with provisions of the Companies Act, 2013, the Company has been authorised to raise funds upon such terms and conditions as the Board may think fit for aggregate amounts not exceeding Rs. 7000,00,00,000/- (Rupees Seven Thousand Crores only) until the conclusion of the 9th Annual General Meeting of the Bank. The present issue of Debentures in terms of this Key Information Document is within the overall powers of the Board as per the above shareholder resolution.

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

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

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

Issue composition – Details of size of the Issue including green shoe option, if any	Up to Rs. 100,00,00,000/- (Rupees One Hundred Crores only) including a green shoe option of up to Rs. 50,00,00,000/- (Rupees
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	Fifty Crores only)
Interest Rate Parameter	Fixed
Bid opening and closing date	July 16, 2025
Minimum Bid lot	Rs.1,00,000/- (Rupees One Lakh only) and in multiples of Rs.1,00,000/- (Rupees One Lakh only) thereafter
Manner of bidding in the Issue	Open
Manner of allotment in the Issue	Uniform yield
Manner of settlement in the Issue	Settlement of the Issue will be done through NSE Clearing Limited and the account details are given in the section on Mode of payment for subscription of this Key Information Document
Trading Lot Size	1 (One) Debenture and in multiple of 1 (One) Debenture thereafter
Anchor Portion and Anchor Investors	NA
Settlement cycle [T+1/ T+2] where T refers to the date of bidding/ issue day	T+1

COMPLIANCE CLAUSE FOR ELECTRONIC BOOK MECHANISM

THE ISSUER INTENDS TO USE THE NSE EBP PLATFORM FOR THE ISSUANCE OF THE DEBENTURES. THIS KEY INFORMATION DOCUMENT IS BEING UPLOADED ON THE NSE EBP PLATFORM TO COMPLY WITH THE EBP GUIDELINES AND AN OFFER WILL BE MADE BY ISSUE OF THE KEY INFORMATION DOCUMENT ALONG WITH THE GENERAL INFORMATION DOCUMENT AND SIGNED APPLICATION FORM AFTER COMPLETION OF THE BIDDING PROCESS ON ISSUE/BID CLOSING DATE, TO SUCCESSFUL BIDDER IN ACCORDANCE WITH THE PROVISIONS OF THE COMPANIES ACT, 2013 AND RELATED RULES. THE ISSUER CONFIRMS THAT THE GREEN SHOE OPTION DOES NOT EXCEED FIVE TIMES THE BASE ISSUE SIZE.

CHAPTER V NON-APPLICABILITY DISCLAIMER

The issue of 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 Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 and Chapter XIII (*Issuance, Listing and Trading Non-Equity Regulatory Capital*) of the Master Circular issued by SEBI bearing the reference number SEBI/HO/DDHS/PoD1/P/CIR/2023/119 dated August 10, 2021 on "*Master Circular for issue and listing of Non-convertible Securities, Securitised Debt Instruments, Security Receipts, Municipal Debt Securities and Commercial Paper*". The face value of each Debenture issued on a private placement basis for respective 'Security Name' shall be as per 'Face Value' as mentioned under Section 4 – Summary Term Sheet for Debentures below.

For the purposes of this Key Information Document investors may note that:

"Majority Debenture Holder(s)" shall mean the Debenture Holders holding an aggregate amount representing not less than 51% (Fifty One Percent) of the value of the nominal amount of the Debentures for the time being outstanding;

It is hereby clarified that for the purposes of this Key Information Document, the following Notices clause shall override and prevail Clause 6.9 of Section 6 of the General Information Document dated July 08, 2025, for all intents and purposes:

Notices

- Any notice, demand, communication or other request (individually, a "Notice") to be given or made under the Transaction Documents shall be in writing. Such Notice shall be delivered by hand, registered mail/speed post (postage prepaid), recognized overnight courier service or email to the Party to which it is addressed at such Party's address specified below or at such other address as such Party shall from time to time have designated by 5 (Five) days' prior written Notice. Provided however, that in case of a Notice delivered by email, the Party delivering such Notice shall also deliver a copy of the same by hand, registered mail/speed post (postage prepaid), recognized overnight courier service. It is clarified that the time of delivery or deemed delivery of any such Notice

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

delivered by email and followed by the delivery of a physical copy as aforesaid shall be determined based on the original email as opposed to the delivery of the physical copy as aforesaid.

- (b) Notice by the Parties to each other and the Debenture Holder(s) shall be deemed to be effectively given and received upon delivery in person, or 1 (One) Business Day after delivery by recognized overnight courier service, if sent for next Business Day delivery or 5 (Five) Business Days after deposit via certified or registered mail / speed post (postage prepaid), return receipt requested, or in case of e-mail at the time of the sending thereof (provided no delivery failure notification is received by the sender within 24 (Twenty-Four) hours of sending such email), in each case addressed as below:

(i) Bank

ESAF SMALL FINANCE BANK LIMITED

Address: Building No. VII/83/8, ESAF Bhavan, Thrissur-Palakkad National Highway, Mannuthy, Thrissur 680 651, Kerala, India

Attention: Ranjith Raj P

Email: ranjith.raj@esafbank.com

Tel. No.: +91 487 7123 907

(ii) Trustee

AXIS TRUSTEE SERVICES LIMITED

Address: Ruby, 2nd Floor, SW, 29 Senapati Bapat Marg, Dadar West, Mumbai – 400 028

Attention: Chief Operating Officer

Email: debenturetrustee@axistrustee.in

Tel. No.: 022 62300451

Fax No.:

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TABLE OF CONTENTS

SECTION 1:	DEFINITIONS AND ABBREVIATIONS	7
SECTION 2:	REGULATORY DISCLOSURES	11
SECTION 3:	DISCLAIMERS	32
SECTION 4:	DISCLOSURE OF CASH FLOW AND OTHER DETAILS FOR APPLYING FOR DEBENTURES	33
SECTION 5:	KEY TERMS OF THE ISSUE	46
SECTION 6:	TRANSACTION DOCUMENTS AND KEY TERMS	53
SECTION 7:		66
SECTION 8:	DECLARATION	67
ANNEXURE I:	APPLICATION FORM	69
ANNEXURE II		73
ANNEXURE III:	PRESS RELEASE AND RATING RATIONALE	84
ANNEXURE IV:	DEBENTURE TRUSTEE AGREEMENT AND TRUSTEE CONSENT LETTER	85
ANNEXURE V:	LATEST AUDITED AND LIMITED REVIEW FINANCIAL STATEMENTS	86
ANNEXURE VI:	DETAILS OF SHAREHOLDING	87
ANNEXURE VII:	SHAREHOLDERS' RESOLUTION AND BOARD RESOLUTION	88

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SECTION 1: DEFINITIONS AND ABBREVIATIONS

Capitalised terms and abbreviations used in this Key Information Document and not defined shall have the meaning as has been assigned to the term in General Information Document.

Act or Companies Act	Companies Act, 2013, as may be amended from time to time
AGM	Annual General Meeting
Allot/Allotment/Allotted	Unless the context otherwise requires or implies, the allotment of the Debentures pursuant to this Issue.
Applicant	Means a person who has submitted a completed Application Form to the Bank.
Application Form	The form in which an investor can apply for subscription to the Debentures as provided in Annexure I
Application Money	Means the subscription monies paid by the Applicants at the time of submitting the Application Form
Applicable Law(s)	shall mean and include all applicable statutes, enactments or acts of any legislative body in India, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any Governmental Authority and any modifications or re-enactments thereof
Articles of Association / AoA	Articles of Association of ESAF Small Finance Bank Limited
Beneficial Owner(s)	shall mean the Debenture Holder(s) of the Debentures in dematerialised form whose name is recorded as such with the Depository
Board/Board of Directors	The Board of Directors of the ESAF Small Finance Bank Limited
Business Day	shall mean a day on which banks are open for general banking business in Mumbai
Coupon	shall mean the coupon payable on the Debentures on the Coupon Payment Date(s), at the Coupon Rate
Coupon Payment Date	shall mean the last day of each Coupon Period
Coupon Period	shall mean the period of 3 (Three) months commencing from the Deemed Date of Allotment and every subsequent period of 3 (Three) months thereafter provided however that the last Coupon Period shall commence from the preceding Coupon Payment Date and end on the Maturity Date
Coupon Rate	shall mean 11.10% (Eleven Decimal Point One Zero percent) per annum
Debt Listing Regulations or SEBI Debt Listing Regulations	shall mean the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 issued by SEBI, as amended from time to time, the SEBI Master Circular and the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 read with the SEBI Master Circular dated November 11, 2024 (bearing reference number: SEBI/HO/CFD/PoD2/CIR/P/0155) as amended from time to time
Debentures / NCDs / Subordinated Bonds	Means Listed, Rated, Taxable, Unsecured, Transferable, Redeemable, Fully Paid Up, Basel II Compliant Lower Tier II Subordinated Bonds in the nature of Non-Convertible Debentures each having a face value of Rs. 1,00,000/- (Rupees One Lakh only) of the aggregate nominal value of Rs. 100,00,00,000/- (Rupees One Hundred Crores Only) including a green shoe option of Listed, Rated, Taxable, Unsecured, Transferable, Redeemable, Fully Paid Up, Basel II Compliant Lower Tier II Subordinated Bonds in the nature of Non-Convertible Debentures each having a face value of Rs. 1,00,000/- (Rupees One Lakh only) of the aggregate nominal value of up to Rs. 50,00,00,000/- (Rupees Fifty Crores Only)
Debenture Holder(s)	shall initially mean the persons who are the subscribers to the Debentures and for the time being holders of the Debentures and for the subsequent Debenture Holder(s), each who fulfils the following requirements: (a) Persons who are registered as such as Beneficial Owner(s); and (b) Persons who are registered as holder(s) of the Debentures in the register of Debenture Holder(s); (and shall include the registered transferees of the Debentures from time to time with the Bank and the Depository) and in the event of any inconsistency between sub-paragraph (a) and (b) above, sub-paragraph (a) shall prevail

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

Debenture Trustee	Means Axis Trustee Services Limited, appointed as debenture trustee on behalf of and for the benefit of the Debenture Holder(s)
Debenture Trustee Agreement	The debenture trustee agreement dated executed/ to be executed by and between the Debenture Trustee and the Bank setting out the terms of the appointment of the Debenture Trustee in respect of issuance of the Debentures.
Default Interest	In the event all Payments due in respect of the Debentures not paid on the respective Due Dates, such Payments shall carry further interest at the rate of 2% (Two percent) per annum, computed from the relevant Due Date up to the date on which such monies are paid or realised by the Debenture Holder(s)
Deemed Date of Allotment	shall mean the date on which the Debentures are deemed to have been allotted to the Debenture Holder(s), viz. July 17, 2025
Depositories Act	Shall mean the Depositories Act, 1996 (as amended from time to time)
Depository	NSDL and/or CDSL
Disclosure Document	shall mean collectively, (i) the General Information Document, for the aggregate Issue; (ii) the Private Placement Offer cum Application Letter(s); and (iii) the Key Information Document, for the issue of the Debentures
Due Date(s)	shall mean any date or dates on which the Debenture Holder(s) are entitled to any Payments in relation to the Debentures, which shall include, without limitation, the Coupon Payment Date(s) and the Maturity Date
EBP Guidelines	Shall mean Chapter VI of the Debentures Master Circular (as defined below), as may be further updated, amended, modified or replaced from time to time and NSE Operational Guidelines/ related operational guidelines issued by the Electronic Book Provider, as may be amended, clarified or updated from time to time.
Financial Year	shall mean the financial year of the Bank used for the purposes of accounting
Governmental Authority	shall include the President of India, the Government of India, the Governor and the Government of any State in India, any Ministry or Department of the same, any municipal or local government authority, any authority or private body exercising powers conferred by applicable law and any court, tribunal or other judicial or quasi-judicial body, and shall include, without limitation, a stock exchange and any regulatory body
Issue	Shall mean the issue of Listed, Rated, Taxable, Unsecured, Transferable, Redeemable, Fully Paid Up, Basel II Compliant Lower Tier II Subordinated Bonds in the nature of Non-Convertible Debentures each having a face value of Rs. 1,00,000/- (Rupees One Lakh only) of the aggregate nominal value of Rs. 100,00,00,000/- (Rupees One Hundred Crores Only) including a green shoe option of Listed, Rated, Taxable, Unsecured, Transferable, Redeemable, Fully Paid Up, Basel II Compliant Lower Tier II Subordinated Bonds in the nature of Non-Convertible Debentures each having a face value of Rs. 1,00,000/- (Rupees One Lakh only) of the aggregate nominal value of up to Rs. 50,00,00,000/- (Rupees Fifty Crores Only)
Lower Tier II Capital	Shall mean the Tier II Capital which would qualify as Lower Tier II Capital in terms of the New Capital Adequacy Framework
Majority Debenture Holders	shall mean the Debenture Holders holding an aggregate amount representing not less than 51% (Fifty One Percent) of the value of the nominal amount of the Debentures for the time being outstanding
Material Adverse Effect	means any material adverse effect on or a material adverse change in (a) the business, operations, property, assets, condition (financial or otherwise) or prospects of the Bank; (b) the ability of the Bank to enter into and to perform its obligations under the Transaction Documents or any other related document to which Bank is or will be a party; or (c) the validity or enforceability of the Transaction Documents
Maturity Date / Final Redemption Date	shall mean July 17, 2031
New Capital Adequacy Framework / Basel II Framework / Basel II Guidelines	shall mean the Reserve Bank of India's circular on "Master Circular – Prudential Guidelines on Capital Adequacy and Market Discipline-New Capital Adequacy Framework (NCAF)" dated July 1, 2015, as amended, modified, supplemented or restated from time to time
NSDL	National Securities Depositories Limited

NSE EBP Platform	The EBP Platform provided by the NSE.
NSE Clearing	NSE Clearing Limited
NSE Operational Guidelines	Means the 'Operating Guidelines for NSE Electronic Bidding Platform' issued by NSE vide circular reference number 07/2023 and dated April 17, 2023.
Outstanding Principal Amounts	means, at any date, the principal amount outstanding under the Debentures
Payment(s)	shall mean collectively: (i) all payments to be made by the Bank in relation to all of the Bank's obligations and liabilities under or in respect of the Debentures under the relevant Transaction Documents including the redemption / repayment of the Outstanding Principal Amount, payment of Coupon, additional interest in case of default (where applicable); (ii) all monies due and payable to the Trustee including the remuneration payable to the Trustee in terms of and pursuant to the Debenture Trustee Agreement and this Trust Deed; and (iii) all fees, costs, charges and expenses and other monies payable hereunder or under any of the Transaction Documents
Private Placement Offer cum Application Letter	shall mean the private placement offer cum application letter prepared as per Section 42 of the Act read with the relevant rules thereunder, issued by the Bank, from time to time to make an offer or invitation to subscribe to the Debentures
Purpose	shall mean the purpose for which the Debentures are being issued, i.e., the Bank proposes to utilise the proceeds from the offer towards augmenting the Bank's Tier II capital base to meet the Bank's future capital requirement
R&T Agent	shall mean Registrar and Transfer Agent to the Issue, in this case being MUFG Intime India Private Limited or such other registrar appointed by the Bank from time to time
Rating Agency	shall mean CARE Ratings Limited
RBI	shall mean the Reserve Bank of India
Record Date	shall, in relation to any Due Date, mean the date falling 15 (Fifteen) days prior to such date
Redemption Amount	shall mean, with respect to each Debenture, the amount which is required to be paid by the Bank to redeem the Debentures, being the aggregate of each Debenture (i.e., face value of Rs. 1,00,000/- (Rupees One Lakh only) of the said Debenture) and the Coupon and Default Interest (if any) accrued and payable by the Bank in respect of such Debenture
SEBI	shall mean the Securities and Exchange Board of India
SEBI Master Circular	shall mean the Securities and Exchange Board of India's Master Circular for issue and listing of Non-convertible Securities, Securitised Debt Instruments, Security Receipts, Municipal Debt Securities and Commercial Paper dated August 10, 2021, as updated vide the SEBI circular dated May 22, 2024 (bearing reference no. SEBI/HO/DDHS/PoD1/P/CIR/2024/54) as may be amended updated, supplemented, modified or superseded from time to time
SEBI Debenture Trustees Master Circular/ SEBI DT Master Circular / DT Master Circular	means the SEBI (Debenture Trustee) Regulations, 1993 read with the master circular issued by SEBI bearing reference number SEBI/HO/DDHS-PoD1/P/CIR/2024/46 dated May 16, 2024 on "Master Circular for Debenture Trustees" to the extent applicable in respect of the private placement of debt securities, as amended, modified, supplemented or restated from time to time.
SFB Guidelines	shall mean the guidelines issued by the RBI on November 27, 2014 for licensing of "Small Finance Banks" read with the "Operating Guidelines for Small Finance Banks" dated October 6, 2016, issued by RBI as may be amended from time to time, along with all clarifications and guidelines published by RBI in relation thereto
Stock Exchange	shall mean the National Stock Exchange of India Limited, on which the Debentures are being listed
Tier I Capital	shall have the meaning assigned to such term under the elements of Tier I Capital in the New Capital Adequacy Framework
Tier II Capital	shall mean the capital which would qualify as Tier II Capital in terms of the New Capital Adequacy Framework
Transaction Documents	shall mean the General Information Document, this Key Information Document, the Debenture Trustee Agreement, the Debenture Trust Deed, and any other document

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	that may be designated by the Debenture Trustee and the Bank as a Transaction Document executed or to be executed in relation to the issuance of the Debentures
Upper Tier II Capital	shall mean the Tier II Capital which would qualify as upper Tier II Capital in terms of the New Capital Adequacy Framework

Confidential

SECTION 2: REGULATORY DISCLOSURES

Other than to the limited extent set out hereunder, please refer to the General Information Document for disclosures under the 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:

- (a) The audited financial statements (i.e., Profit & Loss statement, Balance Sheet and Cash Flow statement) both on a standalone and consolidated basis for a period of 3 (Three) completed years along with the auditor's report and the requisite schedules, footnotes, summary, etc.:

Standalone Audited Financial Statement

BALANCE SHEET

(Rs. In Crore)

Particulars	As at March 31, 2025	As at March 31, 2024	As at March 31, 2023
CAPITAL AND LIABILITIES			
Capital	515.43	514.78	449.47
Employee Stock Options Outstanding	4.04	5.68	5.88
Reserves and Surplus	1429.58	1,971.33	1,259.65
Deposits	23276.44	19,867.80	14,665.62
Borrowings	1405.73	3,222.53	3,354.20
Other Liabilities and Provisions	547.07	504.76	488.83
Total	27178.29	26,086.88	20,223.65
ASSETS			
Cash and Balances with Reserve Bank of India	1351.43	1,364.65	739.55
Balances with Banks and Money at Call and Short Notice	627.68	58.28	27.50
Investments	5995.26	5,541.02	4,888.53
Advances	18027.87	18,293.11	13,924.33
Fixed Assets	300.42	207.55	187.93
Other Assets	875.63	622.27	455.81
Total	27178.29	26,086.88	20,223.65
Contingent Liabilities	198.59	2.19	1.90
Bills for collection	-	-	-

PROFIT AND LOSS ACCOUNT

(Rs. In Crore)

Particulars	Year ended 31, 2025	Year ended March 31, 2024	Year ended March 31, 2023
I. INCOME			
Interest Earned	3862.22	3,818.43	2,853.66
Other Income	467.09	441.82	287.91
Total	4329.31	4,260.25	3,141.57
II. EXPENDITURE			
Interest Expended	1810.69	1,448.73	1,017.32
Operating Expenses	1961.51	1,648.83	1,230.54

Provisions and Contingencies	1078.50	737.12	591.38
Total	4850.70	3,834.68	2,839.24
III.PROFIT/LOSS			
Net Profit/(Loss) for the period/ year (I – II)	(521.39)	425.57	302.33
Profit brought forward from Previous Year	857.28	542.02	321.50
	335.89	967.59	623.83
IV.APPROPRIATIONS			
Transfer to Statutory Reserve	-	106.39	75.58
Transfer to Capital Reserve	8.67	1.02	0.28
Dividend Paid	36.04	-	-
Transfer to/(from) Investment Fluctuation Reserve Account	-	2.90	5.95
Balance carried over to Balance Sheet	291.18	857.28	542.02
Total	335.89	967.59	623.83
	-		
Earnings per share (in Rs.) (Face Value of Rs.10/- each)	-		
Basic	(10.13)	8.96	6.73
Diluted	(10.12)	8.94	6.71

CASH FLOW STATEMENT

(Rs. In Crore)

Particulars	Year ended March 31, 2025	Year ended March 31, 2024	Year ended March 31, 2023
Cash Flows from Operating Activities			
Net Profit/(Loss) before tax	(692.97)	570.41	406.04
Adjustments for:			
Depreciation on Fixed Assets	59.25	50.99	41.79
Amortisation of Premium on HTM Investments	0.57	6.48	6.27
Profit on sale of investments (net)	(79.16)	(20.65)	(15.64)
Profit/(Loss) on sale of Fixed Assets	(.09)	(0.09)	0.34
Provision for Non Performing Advances	1496.61	589.02	615.79
Provision/ (Reversal) for Standard Advances	6.11	20.43	(128.11)
Expense on Employee Stock Option	3.95	(0.20)	1.07
Provision for Depreciation on investments	(2.34)	(20.17)	91.39
Provision/ (Reversal) for Other Contingencies	2.46	(7.40)	5.45
	794.39	1,188.83	1,024.40
Adjustments for:			
(Increase)/ Decrease in Investments (other than HTM Investments)	256.21	(106.15)	(397.61)
(Increase)/ Decrease in Advances	(1231.37)	(4,957.80)	(2,903.12)
(Increase)/ Decrease in Fixed Deposit with Banks (Original Maturity greater than 3 months)	(0.32)	(2.38)	-
(Increase)/ Decrease in Other Assets	(79.38)	(166.29)	(169.35)
Increase/ (Decrease) in Deposits	3408.64	5,202.18	1,850.55
Increase/ (Decrease) in Other liabilities and provisions	33.73	2.87	83.43
Direct taxes paid	(5.58)	(160.33)	(61.30)
Net Cash Flows from/(used in) Operating Activities (A)	3176.32	1,000.93	(573.00)

Cash Flows from/(Used in) Investing Activities			
Purchase of Fixed Assets	(152.68)	(71.41)	(71.65)
Proceeds from Sale of Fixed Assets	0.66	0.88	1.07
(Increase)/ Decrease in Held to Maturity Investments	(616.80)	(512.00)	(502.64)
Net Cash Used in Investing Activities (B)	(768.82)	(582.53)	(573.22)
Cash Flows from/(Used in) Financing Activities			
Proceeds from Issue of Share Capital (including Share Premium)	1.21	390.70	-
Share Issue Expenses	-	(23.93)	-
Dividend Paid	(36.03)	-	-
Increase/(Decrease) in Borrowings	(1816.80)	(131.67)	401.36
Cash Flows from/(Used in) Financing Activities (C)-	(1851.62)	235.10	401.36
Net Increase/(Decrease) in Cash and Cash Equivalents (A+B+C)	555.88	653.49	(744.86)
Cash and Cash Equivalents at the beginning of year	1,419.91	766.42	1,511.28
Cash and Cash Equivalents at the end of year	1,975.79	1,419.91	766.42

Consolidated Audited Financial Statements

Not Applicable

- (b) The unaudited financial information with limited review report (for the interim period) along with the auditor's report and the requisite schedules, footnotes, summary, etc.: NA

Enclosed as **Annexure V** of this document

B. Key Operational and Financial Parameters on consolidated and standalone basis¹:

Standalone basis:

(Rs. In Crore)

	Audited	Audited	Audited
Particulars	31- March 2025	31- March 2024	31- March 2023
Net Worth	1945.01	2486.11	1709.12
Cash and Cash equivalents	1975.79	1419.92	766.42
Loans	18027.87	18293.11	13924.33
Loans (Principal Amount)	-	-	-
Total Debts to Total assets	5.17%	12.35%	16.59%
Interest Income	3862.22	3818.53	2853.60
Interest Expense	1810.69	1448.73	1017.32
Impairment on Financial Instruments	NA	NA	NA
Bad Debts to Loans	NA	NA	NA
% Stage 3 Loans on Loans (Principal Amount)	6.87%	4.76%	2.49%
% Net Stage 3 Loans on Loans (Principal Amount)	2.99%	2.26%	1.13%
Tier I Capital Adequacy Ratio (%)	17.58 %	19.70%	18.12%
Tier II Capital Adequacy Ratio (%)	4.26 %	3.57%	1.71%

¹ As IndAS is not applicable to the Bank, disclosures have been made in accordance with Generally Accepted Accounting Principles in India (IGAAP).

Consolidated basis:

Not applicable

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

(Rs. In Crore)

Particulars	As at March 31, 2025	As at March 31, 2024	As at March 31, 2023
Claims against the Bank not acknowledged as debts	0.46	0.12	-
Liability on account of outstanding forward exchange contracts	195.76	-	-
Guarantees given on behalf of constituents - in India	1.72	1.52	1.40
Acceptances, endorsements and other obligations	-	-	-
Other items for which the Bank is contingently liable	0.66	0.56	0.50

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

NIL

E. Details of share capital as at last quarter end, being March 31, 2025:

Share Capital	Amount in Crores
Authorised	
600,000,000 Equity shares of Rs. 10 each	600.00
TOTAL	600.00
Issued, Subscribed and Fully Paid- up	
51,54,27,452 Equity Shares of face value of ₹10 each	515.42
TOTAL	515.42

F. Changes in its capital structure as at last quarter end, being March 31, 2025, for the preceding three financial years and current financial year:

Date of Change (AGM / EGM)	Existing	Revised	Remark
December 29, 2023	449,473,798	514779858	IPO
August 14, 2024	514779858	515427452	ESOP

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

Date of Allotment	No of Equity Shares	Face Value (in Rs.)	Issue Price (in Rs.)	Consideration	Nature of Allotment	Cumulative Paid Up Capital			Remarks
						No of Equity Shares	Equity Share Capital (Rs. in Cr.)	Equity Share Premium (Rs. in Cr)	
November 09, 2023	65306060	10	60	Cash	Initial Public Offer	514779858	514.77	326.53	
September 24, 2024	94038	10	18.75	Cash	ESOP	514873896	514.87	0.08	
October 23, 2024	57432	10	18.75	Cash	ESOP	514931328	514.93	0.05	
November 25, 2024	59904	10	18.75	Cash	ESOP	514991232	514.99	0.05	
December 26, 2024	89523	10	18.75	Cash	ESOP	515080755	515.08	0.07	
January 24, 2025	24331	10	18.75	Cash	ESOP	515105086	515.10	0.02	
February 27, 2025	97177	10	18.75	Cash	ESOP	515202263	515.20	0.08	
March 28, 2025	225189	10	18.75	Cash	ESOP	515427452	515.42	0.19	

H. Details of any acquisition of or amalgamation with any entity in the preceding one year:

Nil

I. Details of any reorganization or reconstruction in the preceding one year:

Nil

J. Details of the shareholding of the Company as at the latest quarter end, being March 31, 2025, as per the format specified under the listing regulations:

Enclosed as **Annexure VI** of this Key Information Document

K. List of top 10 holders of equity shares of the Company as at the latest quarter end, being March 31, 2025:

Sr. No.	Name and category of the Shareholder	Number of Equity Shares of face value of ₹10 each	Total shareholding as % of total number of equity
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			shares
1.	ESAF Financial Holdings Private Limited	27,25,48,391	52.88
2.	Kadambelil Paul Thomas	31,186,785	6.05
3.	Yusuffali Musaliyam Veettil Abdul Kader	2,31,18,659	4.49
4.	ESAF Swasraya Multi State Agro Co-operative Society Limited	2,24,13,659	4.35
5.	Muthoot Finance Limited	18,717,244	3.63
6.	George Ittan Maramkandathil	13,33,33,33	2.59
7.	Bajaj Allianz Life Insurance Company Limited	10,43,08,17	2.02
8.	Edelweiss Life Insurance Company Limited	1,00,73,056	1.95
9.	PI Ventures LLP	79,77,919	1.55
10.	Kotak Mahindra Life Insurance Company Limited	34,09,918	0.66
	Total	413652098	80.17

L. Following details regarding the directors of the Company:

(a) Details of the current directors of the Company as on date:

Name, Designation & DIN	Age	Address	Date of Appointment	Details of other directorship
Ravimohan Periyakavil Ramakrishnan Designation: Part-Time Chairman and Non-Executive Independent Director DIN: 08534931	67years	Flat No. N 074, DLF New Town Heights, Seaport Airport Road, Opposite Doordarshan Kendra, Kakkanad P.O., Ernakulam 682 030, Kerala	21-12-2019	(i) TP Renewable Microgrid Limited; (ii) Maithon Power Limited; and (iii) CARE Ratings (Africa) Private Limited
Kadambelil Paul Thomas Designation: Managing Director and Chief Executive Officer DIN: 00199925	62years	Kadambelil House, Mannuthy P.O., Nettissery, Thrissur 680 651, Kerala	01-10-2018	(i) Thrissur Startup Incubation Council
George Kalaparambil John Designation: Executive Director DIN:00694646	51 Years	Kalaparambil House, Near City Garden, Pattikkad P.O., Thrissur, Kerala, PIN-680652	18-05-2024	(i) NIL
Thomas Jacob Kalappila	72years	Kalappilayil TC 5/2548(2), Krishna Gardens, Golf Links Road,	10-03-2020	(i) Spotmarket Securities Private Limited (ii) Syncon

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Name, Designation & DIN	Age	Address	Date of Appointment	Details of other directorship
Designation: Non-Executive Independent Director DIN: 00812892		Kowdiar P O, Trivandrum 695 003, Kerala		Management Consultants Private Limited (iii) Agappe Diagnostics Limited
Vinod Vijayalekshmi Vasudevan Designation: Non-Executive Independent Director DIN: 02503201	58 years	TC 4/ 2483-1, Saket, Marappalam, UM Road, Pattom Palace P.O, Trivandrum 695 004, Kerala Occupation: Group CEO, FLYTXT, Dubai and Amsterdam	22-12-2021	(i) Flytxt Mobile Solutions International, UAE; (ii) VV Digital Spaces LLP
Ravi Venkatraman Designation: Non-Executive Independent Director DIN: 00307328	66 years	A/4, Plot No. NA-52, New Samrat Society, Andheri Kurla Road, Opp. Vishal Hall, Andheri East Mumbai 400069, Maharashtra	13-12-2022	(i) SBFC Finance Limited (ii) Arisinfra Solutions Limited (iii) Zurich Kotak General Insurance Company (India) Limited (iv) Bajaj Finserv Mutual Fund Trustee Limited; (v) Avanse Financial Services Limited; (vi) Kotak Mahindra Prime Limited; (vii) Sarvagram Solutions Private Limited;
Kolasseril Chandramohanan Ranjani Designation: Non-Executive Independent Director DIN: 01735529	67 years	Kolasseril House, Neendoor, Vadakkekara, PIN 683 522, Paravur, Ernakulam 683 513, Kerala	13-12-2022	(i) SM Swasthman Foundation
Biju Varkkey	59 years	House No. 303, IIM Campus, Vastrapur,	17-08-2023	(i) V Guard Industries Limited (ii) Konnect CSR

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Name, Designation & DIN	Age	Address	Date of Appointment	Details of other directorship
Designation: Non-Executive Independent Director DIN: 01298281		Ahmedabad, Gujarat, PIN – 380 015		Impactors Private Limited
Joseph Vadakekkara Antony Designation: Non-Executive Director DIN: 00181554	74 years	A-1, Chakolas Marina Apartments, Pandit Karuppan Road, Opp. Chakolas Habitat, Thevara, Ernakulam, Kerala, PIN – 682013	18-11-2023	(i) Agappe Diagnostics Limited
Gabriel John Samuel Designation: Non-Executive Nominee Director DIN: 07725212	70 years	N1, Ground Floor, Kailash Colony, Delhi – 110048	13-12-2022	NIL
Ajayan Mangalath Gopalakrishnan Nair Designation: Non-Executive Nominee Director DIN: 09782416	67 years	50/261-C, Shivaganga, House No. 153, Road No. 4- B, Behind Edapally St. George Church, Prashanthinagar, Edapally S.O, Ernakulam 682 024, Kerala	13-12-2022	(i) ESAF Financial Holdings Private Limited

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

Name, Designation & DIN	Date of Appointment, Re-appointment	Date of Cessation, if applicable	Date of Resignation if applicable	Remarks
Vinod Vijayalekshmi Vasudevan Designation: Non-Executive Independent Director DIN:02503201	22-12-2024	-	-	Re-appointment
Kadambelil Paul Thomas	01-10-2024	-	-	Re-appointment

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Designation: Managing Director and Chief Executive Officer DIN:00199925				
George Kalaparambil John Designation: Executive Director DIN:00694646	18-05-2024	-	-	Appointment
Joseph Vadakekkara Antony Designation: Non-Executive Director DIN: 00181554	29-12-2023	-	-	Change in designation
Biju Varkkey Designation: Non-Executive Independent Director DIN: 01298281	29-12-2023	-	-	Change in designation
Joseph Vadakekkara Antony Designation: Non-Executive Director (Additional) DIN: 00181554	18-11-2023	-	-	Appointment
Joseph Vadakekkara Antony Designation: Non-Executive Independent Director DIN: 00181554	-	16-08-2023	-	Cessation
Biju Varkkey Designation: Non-Executive Independent Director (Additional) DIN: 01298281	17-08-2023	-	-	Appointment
Thomas Jacob Kalappila Designation: Non-Executive Independent Director DIN: 00812892	10-03-2023	-	-	Re-appointment
Ravimohan Periyakavil Ramakrishnan Designation: Part Time Chairman and Non-Executive Independent Director DIN: 08534931	21-12-2022	-	-	Re-appointment
Ajayan Mangalath Gopalakrishnan Nair Designation: <u>Non-Executive Nominee Director</u> DIN: <u>09782416</u>	13-12-2022	-	-	Appointment
John Samuel Designation: Non-Executive Nominee Director DIN: 07725212	13-12-2022	-	-	Appointment
Ravi Venkatraman	13-12-2022	-	-	Appointment

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Designation: Non-Executive Independent Director DIN: 00307328				
Kolasseril Chandramohan Ranjani Designation: Non-Executive Independent Director DIN: 01735529	13-12-2022	-	-	Appointment
Alex Parackal George Designation: Non-Executive Independent Director DIN: <u>07491420</u>	-	12-12-2022	-	Cessation
Asha Morley Designation: Non-Executive Independent Director DIN: <u>02012799</u>	-	12-12-2022	-	Cessation
Chandanathil Pappachan Mohan Designation: Non-Executive Nominee Director DIN: <u>02661757</u>	-	31-10-2022	-	Cessation
Saneesh Singh Designation: Non-Executive Nominee Director DIN: <u>02254868</u>	-	26-08-2022	-	Cessation

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

Name of the Director	Remuneration (Rs in Lakhs)	Shareholding on a fully diluted basis (%)
FY 2025-26 (Till June 30, 2025)		
Kadambelil Paul Thomas	Rs.50.08 Lakhs	6.05
George Kalaparambil John	Rs.19.16 Lakhs	0.0103
FY 2024-25		
Kadambelil Paul Thomas	Rs.258 Lakhs	6.05
George Kalaparambil John	Rs.93.41 Lakhs	0.0103
FY 2023-24		
Kadambelil Paul Thomas	Rs.330 Lakhs	6.06
FY 2022-23		
Kadambelil Paul Thomas	Rs. 313 Lakh	6.94

(d) Contribution being made by the directors as part of the offer or separately in furtherance of such objects:

NIL

M. Any financial or other material interest of the directors, promoters, key managerial personnel or senior management in the Issue and the effect of such interest in so far as it is different from the interests of

other persons:

NIL

N. Details of the auditor of the Issuer:

Name of the Auditor	Address	Date of Appointment
Abarna & Ananthan, Chartered Accountants	521, 3rd Main Road, 2 nd Phase, 6 th Block, Banashankari 3 rd Stage, Bengaluru - 560 085, Karnataka, India	December 13, 2022
Kirtane and Pandit LLP, Chartered Accountants	601, 06 th Floor, Earth Vintage Building, Near MCGM Pumping Station, Senapati Bapat Marg, Dadar (West), Mumbai - 400028	December 29, 2023

O. Details of change in auditor for preceding three financial years and current financial year:

Name	Address	Date of Appointment	Date of Cessation, if applicable	Date of Resignation if applicable
Kirtane & Pandit LLP, Chartered Accountants	5th Floor, Wing – A, Gopal House, S. No. 127/1B/1, Opp. Harshal Hall, Kothrud, Pune – 411029	December 29, 2023	-	-
Deloitte Haskins & Sells, Chartered Accountants	19th Floor, Shapath-V, S.G. Highway, Ahmedabad 380 015, Gujarat, India	-	December 29, 2023	-
Abarna & Ananthan, Chartered Accountants	521, 3rd Main Road, 2 nd Phase, 6 th Block, Banashankari 3 rd Stage, Bengaluru - 560 085, Karnataka, India	December 13, 2022	-	-

P. Details of the following liabilities of the Issuer, as at the end of the preceding quarter, or if available, a later date:

(i) Details of Outstanding Secured Loan Facilities (in Crore):

Name of Lender	Type of Facility	Amount Sanctioned	Principal Amount outstanding	Redemption Date / Schedule	Security	Credit Rating, if applicable	Asset Classification
Nil							

(ii) Details of Outstanding Unsecured Loan Facilities (in Crore):

S. No.	Name of lender	Type of Facility	Amount Sanctioned (Rs. In Crore)	Principal Amount outstanding	Repayment Date / Schedule	Credit Rating, if applicable
1.	NABARD	Refinance	2237	843.00	Multiple maturities, Frequency Half yearly –	NA
2.	SIDBI	Refinance	300	108.33	Multiple maturities, Frequency Half yearly –	NA
3.	Mudra	Refinance	200	66.40	Multiple maturities, Frequency Half yearly–	NA
4.	PDI - ESAF SWASRAYA MULTI STATE AGRO CO-OPERATIVE SOCIETY LIMITED	Debenture	48	48.00	On maturity	CARE A; Outlook Negative

(iii) Details of Outstanding non-convertible securities (As of March 31, 2025):

ISIN	Debenture Series	Tenor/ Period of Maturity	Coupon (Rate of Int.)	Amount Outstanding (Rs. In Crore)	Date of allotment	Redemption Date / Schedule	Credit Rating	Secured/ Unsecured	Security
INE818W08032*	ESFB TIER II SERIES 2018-19	7 Years	11.50%	40.00	01-Jun-2018	01-Jun-2025	CARE A; Outlook Negative	Unsecured	NA
INE818W08073	ESFB TIER I SERIES I	Perpetual	13	48.00	27-Jun-2017	Perpetual	CARE A; Outlook Negative	Unsecured	NA
INE818W08081	Sub Debt-EMFIL	10 Years – 1 Month	11.25%	20.00	31 March 2022	30 April 2023	CARE A; Outlook Negative	Unsecured	NA
INE818W08099	SUB DEBT-Lower Tier II Basel II Bonds - Series 1	5.6 Years	11.25	85.00	04-Sep-2023	04-May-2029	CARE A; Outlook Negative	Unsecured	NA
INE818W08107	ESFB TIER II SERIES 2-2023-24	10 Years	11.10%	60.00	29-Feb-2024	28-Feb-2034	CARE A; Outlook Negative	Unsecured	NA

ISIN	Debenture Series	Tenor/Period of Maturity	Coupon (Rate of Int.)	Amount Outstanding (Rs. In Crore)	Date of allotment	Redemption Date / Schedule	Credit Rating	Secured/Unsecured	Security
INE818W08115	ESFB TIER II SERIES 3B-2023-24	7 Years 1 Month	11.10%	50.00	20-Mar-2024	20-Apr-2031	CARE A; Outlook Negative	Unsecured	NA
INE818W08123	ESFB TIER II SERIES 3A-2023-24	6 Years 1 Month	11.00%	85.00	20-Mar-2024	20-Apr-2030	CARE A; Outlook Negative	Unsecured	NA

*The Non-Convertible Debenture Issued under ISIN: INE818W08032 have been redeemed on May 31, 2025.

(iv) Details of Commercial Papers issuances as at the end of the last quarter, being March 31, 2025:

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

(v) List of Top 10 (Ten) holders of non-convertible securities in terms of value (in cumulative basis):

S. No.	Name of holders of Non-convertible Securities	Category of Holder	Face Value of holding (Rs. In crore)	Holding as a % of total outstanding non-convertible securities of the Issuer
1.	ESAF Swasraya Multi-State Agro Co-operative Society Limited	Non-corporate Entity	78	20.10%
2.	Indian Inland Mission	Non- corporate Entity	50	12.88%
3.	A K Capital Finance Limited	Public Limited Company	21.07	5.43%
4.	ESAF Financial Holding Private Limited	NBFC	20	5.15%
5.	A K Capital Services Limited	Public Limited Company	19.27	4.96%
6.	Thakur Fininvest Pvt. Ltd	Private Limited Company	15	3.86%
7.	Pooja Properties and Construction Private	Private Limited Company	4	1.03%

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	Limited			
8	Vivriti Short Term Debt Fund	Non corporate Entity	4	1.03%
9	Rasmi Anilkumar	Individual	3.5	0.90%
10	Sunstar Trading and Investment Pvt. Ltd	Private Limited Company	3	0.77%
11	Rajeev Kumar Jain	Individual	3	0.77%

(vi) List of Top 10 (Ten) holders of outstanding Commercial Papers, in terms of value (in cumulative basis):

S. No.	Name of holders	Category of Holder	Face Value of holding	Holding as a % of total commercial paper of the Issuer
NIL				

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

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

Q. The amount of corporate guarantee or letter of comfort issued by the Issuer along with name of the counterparty (like name of the subsidiary, joint venture entity, group company etc.) on behalf of whom it has been issued, contingent liability including debt service reserve account guarantees/ any put option etc. (Details of any outstanding borrowings taken/ debt securities issued for consideration other than cash). This information shall be disclosed whether such borrowing/ debt securities have been taken/ issued (a) in whole or part, (b) at a premium or discount, or (c) in pursuance of an option or not.

NIL

R. Details of all default/s and/or delay in payments of interest and principal of any kind of term loans, debt securities, commercial paper (including technical delay) and other financial indebtedness including corporate guarantee or letters of comfort issued by the company, in the preceding three years and the current financial year:

NIL

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

The Issuer hereby declares that there has been no material event, development or change having implications on the financials/credit quality at the time of issue from the position as on the date of the last audited financial statements of the Issuer, which may affect the Issue or the Investor's decision to invest/ continue to invest in the debt securities of the Issuer.

T. Any litigation or legal action pending or taken by a Government Department or a statutory body or regulatory body during the three years immediately preceding the year of the Issue of the General Information Document or this key information document against the promoter of the Company:

Except as mentioned below, there are no pending actions by regulatory and statutory authorities against our Corporate Promoter.

1. The Deputy Director, Employees' State Insurance Corporation ("ESIC"), passed an order dated May 14, 2018 under Section 45A of the Employees' State Insurance Act, 1948, as amended ("ESI Act") on grounds of insufficiency of contribution to the extent that contribution was not paid under the head 'performance incentive' by our Corporate Promoter and directed our Corporate Promoter to pay contribution aggregating to ₹1.65 million in respect of its employees. Our Corporate Promoter responded to such order through its letter dated May 17, 2018, inter alia, (i) praying for an order that the Corporate Promoter is not liable to pay the contribution on performance incentive; (ii) stating that contribution has been paid by the Corporate Promoter in respect of the wages paid to its employees; and (iii) clarifying that it had not considered performance incentive for payment of contribution as it is not a regular payment and varies from employee to employee depending on factors such as performance of sales etc. Our Corporate Promoter also filed an appeal dated June 21, 2018 under Section 45AA of the ESI Act, before the Additional Commissioner and Regional Director, ESIC ("Appellate Authority") for setting aside the order of the Deputy Director, ESIC. However, the Appellate Authority through its order dated September 28, 2018 upheld the order passed by the Deputy Director, ESIC and directed our Corporate Promoter to pay ₹1.24 million as balance contribution due from the Corporate Promoter, after appropriating ₹0.41 million paid in respect of the appeal, within 15 days of receipt of its order. Pursuant to this, our Corporate Promoter filed a petition before the Employees Insurance Court, Thrissur ("EIC") praying for, inter alia, (i) setting aside of the orders passed by the Deputy Director, ESIC and the Appellate Authority, (ii) a declaration that the Corporate Promoter was not liable to pay the amount of contribution, and (iii) a stay on all further proceedings pursuant to the order of the Appellate Authority. The EIC by its order dated November 15, 2018 granted an interim stay on the order passed by the Appellate Authority subject to payment of ₹0.12 million by way of a demand draft in favour of the ESIC and submission of proof of payment on or before February 25, 2019. The same was complied with by our Corporate Promoter. Subsequently, the Deputy Director, ESIC filed an application dated November 21, 2018 before the Recovery Officer, ESIC, for recovery of contribution under Section 45C to 45I of the ESI Act from our Corporate Promoter, aggregating ₹2.21 million. Thereafter, the Recovery Officer, ESIC issued a notice dated December 3, 2018 to our Corporate Promoter in Form No. ESI CP 2 for recovery of ₹2.21 million from our Corporate Promoter. Our Corporate Promoter by its letter dated December 28, 2018 responded to the letter from the Deputy Director, ESIC stating that it has obtained a stay order from the EIC. The matter is currently pending.

2. There have been past instances of delays in the submission of compliance certificates as required under Pension Fund Regulatory and Development Authority (Aggregators) Regulations, 2015. Pursuant to the audit and inspection for FY 2016-2017 issued by the external auditor appointed by national pension system ("NPS") Trust and the subsequent letters issued by the NPS Trust, our Corporate Promoter and our Bank were directed to amongst other things compensate 1,771 subscribers for the delay in uploading the subscriber contribution file ("SCF") and transferring funds to the trustee bank. Accordingly, our Corporate Promoter was required to compensate its NPS subscribers for an amount aggregating to ₹142,470. Pursuant to letter dated January 2, 2020, our Corporate Promoter has communicated to the NPS Trust that out of the total compensation amount of ₹142,470 payable to 1,771 subscribers, a compensation amount of ₹134,600, pertaining to 1,686 subscribers has been paid by our Corporate Promoter and that the balance amount of ₹7,870 pertaining to 85 subscribers has not been paid owing to technical difficulties, i.e. completion of 60 years of age of certain subscribers or completion of withdrawal process by certain subscribers. Accordingly, our Corporate Promoter has sought guidance from the NPS Trust on how to complete this process. Based on the approval from the NPS Trust and pursuant to letter dated July 28, 2020, our Corporate Promoter has communicated to the PFRDA that out of the balance amount of ₹7,870 pertaining to 85 subscribers, a compensation amount of ₹5,860 pertaining to 60 subscribers has been transferred but withdrawal was not processed. Subsequently, pursuant to letter dated March 24, 2021, the Corporate Promoter has communicated to the NPS Trust that the remaining compensation amount of ₹2,010 pertaining to 25 subscribers has been transferred and withdrawal process has also been completed. There is no written communication from PFRDA in this regard.

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

NIL

- V. Details of pending litigation involving the Issuer, promoter, director, subsidiaries, group companies or any other person, whose outcome could have material adverse effect on the financial position of the Issuer, which may affect the Issue or the investor's decision to invest / continue to invest in the Commercial Papers:

NIL

- W. Details of acts of material frauds committed against the issuer in the preceding three financial years and current financial year, if any, and if so, the action taken by the Issuer:

NIL

- X. Details of pending proceedings initiated against the Issuer for economic offences, if any:

NIL

- Y. Related party transactions entered during the preceding three financial years and current financial year with regard to loans made or, guarantees given or securities provided:

Please refer **Annexure IV** of the General Information Document.

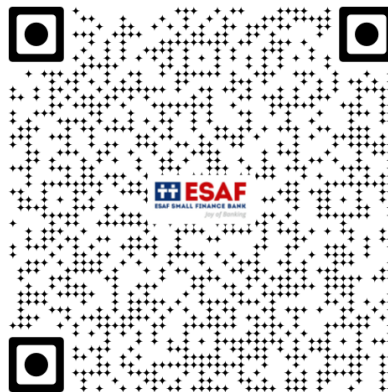
- Z. If the security is backed by a guarantee or letter of comfort or any other document of a similar nature, a copy of the same shall be disclosed. In case such document does not contain the detailed payment structure (procedure of invocation of guarantee and receipt of payment by the investor along with timelines), the same shall be disclosed in the issue document:

N.A. as the issuance is unsecured.

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

The trustee of the proposed issue pertaining to the Debentures is Axis Trustee Services Limited ("**Trustee**"). Axis Trustee Services Limited has given its written consent for its appointment as trustee to the Issue 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 IV**.

The Issuer has entered into a Debenture Trustee Agreement with the Debenture Trustee. A copy of the Debenture Trustee Agreement executed by and between the Company and the Debenture Trustee is available at:



BB. Additional Disclosures / Reports:

- (a) In purchase or acquisition of any immovable property including indirect acquisition of immovable property for which advances have been paid to third parties, disclosures regarding:
- (i) the names of vendors: Not Applicable
 - (ii) addresses of vendors: Not Applicable
 - (iii) descriptions of vendors: Not Applicable
 - (iv) occupations of the vendors: Not Applicable
 - (v) the amount paid or payable in cash, to the vendor and where there is more than one vendor, or the company is a sub-purchaser, the amount so paid or payable to each vendor, specifying separately the amount, if any, paid or payable for goodwill: Not Applicable
 - (vi) the nature of the title or interest in such property proposed to be acquired by the company: Not Applicable
 - (vii) the particulars of every transaction relating to the property completed within the two preceding years, in which any vendor of the property or any person who is or was at the time of the transaction, a promoter or a director or proposed director of the company, had any interest, direct or indirect, specifying the date of the transaction and the name of such promoter, director or proposed director and stating the amount payable by or to such vendor, promoter, director or proposed director in respect of the transaction: Not Applicable

Provided that if the number of vendors is more than five, then the disclosures as required above shall be on an aggregated basis, specifying the immovable property being acquired on a contiguous basis with mention of the location/total area and the number of vendors from whom it is being acquired and the aggregate value being paid. Details of minimum amount, the maximum amount and the average amount paid/ payable should also be disclosed for each immovable property.

- (b) **The broad lending and borrowing policy including summary of the key terms and conditions of the term loans such as re-scheduling, prepayment, penalty, default; and where such lending or borrowing is between the Issuer and its subsidiaries or associates, matters relating to terms and conditions of the term loans including re-scheduling, prepayment, penalty, default:**

The Bank has Board approved Loan policy which sets forth the principles and standards to be complied with, including those that require to be gradually built up to enhance the procedures and systems, with regard to appraisal, processing, disbursement and administration of credit in the Bank, so as to build a high quality loan portfolio generating optimal returns.

Key objectives of the Policy are:

1. To synchronize with the Bank's Vision statement to become India's leading Social Bank that offers equal opportunities for the whole society through universal financial access and providing financial inclusion, livelihood and economic development as a whole.
2. To ensure that the credit norms, products and processes are green, sustainable and socially responsible, ensuring the triple bottom line of Planet, People and Prosperity.
3. To lay down the principles and guidelines that support extension and management of credit conforming to the business objectives of the Bank and in compliance with the statutory and regulatory guidelines.
4. To establish a commonality of approach on credit basics, appraisal skills, documentation standards and awareness of institutional concerns and strategies, while leaving enough scope for flexibility and innovations.
5. To help identify and seize opportunities for credit delivery, revamp the products and delivery mechanism and introduce innovative products to stay ahead of competition
6. To define delegation of Financial Authority with respect to credit approvals.
7. To ensure consistent classification of assets, including non-performing assets, ensuring adequate provisioning in line with regulatory norms and management of problem accounts.
8. To ensure that the returns are commensurate with the risks undertaken.

Restructuring / Rescheduling of Existing Loans

As the repaying capacity of the people affected by natural calamities gets severely impaired due to the damage to the economic pursuits and loss of economic assets, relief in repayment of loans becomes necessary in areas affected by natural calamity and hence, restructuring of the existing loans will be required. The said restructuring/ rescheduling is done as per the RBI guidelines.

Penalty

- i) There shall be no pre-payment penalty on microfinance loans.
- ii) for Other loans Penalty, if any, for delayed payment shall be applied on the overdue amount and not on the entire loan amount

- (c) **The aggregate number of securities of the Issuer and its subsidiary companies purchased or sold by the promoter group, and by the directors of the Issuer which is a promoter of the Issuer, and by the directors of the Issuer and their relatives, within 6 (six) months immediately preceding the date of filing the Key Information Document with the Registrar of Companies:**

NIL

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

For the year 2021-22

Auditors' reservations or qualifications or adverse remarks: NIL

For the year 2022-23

Auditors' reservations or qualifications or adverse remarks: NIL

For the year 2023-24

Auditors' reservations or qualifications or adverse remarks: NIL

For the year 2024-25

Auditors' reservations or qualifications or adverse remarks: NIL

- (e) The details of: (a) any inquiry, inspections or investigations initiated or conducted under the securities laws or Companies Act, 2013 (18 of 2013) or any previous companies law; (b) prosecutions filed, if any (whether pending or not); and (c) fines imposed or offences compounded, in the three years immediately preceding the year of issue of issue document in the case of the issuer being a company and all of its subsidiaries.

Nil

- (f) The details of acts of material frauds committed against the issuer in the preceding three financial years and current financial year, if any, and actions taken by the issuer.

Nil

CC. Any other material changes in the information contained in the General Information Document:

Please refer Section 6.

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

(Rs. in Lakhs)				
S.NO	PARTICULARS	FEE/EXPENSE AMOUNT	% OF TOTAL ISSUE EXPENSES	% OF TOTAL ISSUE SIZE
1.	Lead Manager(s) fees	NA	NA	NA
2.	Underwriting commission	NA	NA	NA
3.	Brokerage, selling commission and upload fees	NA	NA	NA
4.	Fees payable to the registrars to the issue	0.15	1.31	N.C.
5.	Fees payable to the legal advisors	9	78.60	0.14
6.	Advertising and marketing expenses*	NA	NA	NA
7.	Fees payable to the regulators including stock exchanges	1.92	16.77	0.03
8.	Expenses incurred on printing and distribution of issue stationary**	NA	NA	NA
9.	Any other fees, commission and payments under whatever nomenclature	0.38	3.32	0.01

N.C. – Not comparable

*As the Debentures will be issued by way of private placement to identified investors in accordance with the process prescribed by SEBI, no specific advertising and marketing expenses are envisaged to be payable in respect of such issue of Debentures, other than such fees as payable to the EBP platform.

** As the Debentures will be issued by way of private placement to identified investors in accordance with the process prescribed by SEBI, no specific expenses are envisaged to be incurred on printing and distribution of issue stationary in respect of such issue of Debentures.

Note: Bank may remit Issue related expenses including but not limited to the fees/ charges / incentives payable as arrangers fees/ advisory fees/ brokerage / selling commission / marketing/ advertising fees, distribution fees/ any other miscellaneous fees directly or indirectly to any intermediary(ies) appointed by the Bank or any other representative/s agent/s as may be appointed by the intermediary(ies) who may further utilize the same, for marketing purposes, including distributor

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payouts, either in full or part. Such fees may be finalized depending upon number of factors including but not limited to issue subscription, market conditions, terms of the issue, nature and scope of assignment, profile of counter party etc.

- EE. Consent of directors, auditors, bankers to issue, 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.**

PARTICULARS	CONSENT
Directors	The Board of Directors unanimously approved the resolution for issuance of the Debentures in the meeting held on March 21, 2025.
Auditors	NA
Bankers to issue	NA
Solicitors /Advocates	NA
Legal Advisors	NA
Lead Manager	NA
Registrar	The consent letter from the Registrar is provided vide letter dated April 28, 2025.
Lenders	NA
Experts	NA

FF. 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
Guarantor, if applicable	NA
Arrangers, if any	As disclosed in the EBP Platform not later than one hour before the bidding start time in line with NSE Operating Guidelines.

GG. About the Issuer:

- (a) **Overview and a brief summary of the business activities of the Issuer:**

Please refer to Section 4.4 of the General Information Document

- (b) **Structure of the Group:**

Please refer to Section 4.4 of the General Information Document

- (c) **A brief summary of the business activities of the Subsidiaries of the Issuer**

Please refer to Section 4.4 of the General Information Document

- (d) **Details of branches or units where the issuer carries on its business activities**

Please refer to Section 4.4 of the General Information Document

- (e) **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)**

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means of financing for the project; (iv) proposed deployment status of the proceeds at each stage of the project: Not applicable

Confidential

SECTION 3: DISCLAIMERS

In addition to the disclaimers given below, please refer **Section 2** of the General Information Document for disclaimers set out in relation to the Debentures issued under the General Information Document

DISCLAIMER OF THE NATIONAL STOCK EXCHANGE OF INDIA LIMITED

As required under the SEBI Regulations, a copy of this Key Information Document along with the General Information Document has been / shall be submitted to the National Stock Exchange of India Limited for hosting the same on its website.

It is to be distinctly understood that such submission of this Key Information Document along with the General Information Document with NSE or the granting of in-principle approval given by NSE vide its letter dated February 06, 2025 and bearing reference number NSE/LIST/8640 in terms of the SEBI NCS Regulations or hosting the same on its website should not in any way be deemed or construed that the Key Information Document or the General Information Document has been cleared or approved by NSE; nor does it in any manner warrant, certify or endorse the correctness or completeness of any of the contents of this Key Information Document or the General Information Document; nor does it warrant that the Issuer's Debentures will be listed or continue to be listed on NSE; nor does it take responsibility for the financial or other soundness of the Issuer, its promoters, its management or any scheme or project of the Issuer. Every person who desires to apply for or otherwise acquire the Debentures of the Issuer may do so pursuant to independent inquiry, investigation and analysis and shall not have any claim against NSE whatsoever by reason of any loss which may be suffered by such person consequent to or in connection with such subscription/acquisition whether by reason of anything stated or omitted to be stated herein or any other reason whatsoever.

DISCLAIMER OF THE DEBENTURE TRUSTEE

The Debenture Trustee, "ipso facto" does not have the obligations of a borrower or a principal debtor or a guarantor as to the monies paid / invested by Debenture Holders.

Confidential

SECTION 4: 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.

This calculation is based on the assumption that the Deemed Date of Allotment will be on and the scheduled redemption date is a Business Day and is merely illustrative. If there is a change in the Deemed Date of Allotment, calculations will change accordingly.

Company / Issuer	ESAF Small Finance Bank Limited
Face Value (per security)	Each Debenture has a face value of Rs. 1,00,000/- (Rupees One Lakh)
Series	1
Date of Allotment	July 17, 2025
Redemption Date	July 17, 2031
Tenor	6 years from the Deemed Date of Allotment
Coupon Rate	11.10% (Eleven Decimal Point One Zero percent) per annum
Frequency of the interest payment / dividend payment with specified dates	Quarterly and on Redemption
Day Count Convention	Actual/Actual

INTEREST PAYMENT SCHEDULE

CASH FLOWS	*DATE FOR COUPON AMOUNT BECOMING DUE	NUMBER OF DAYS	AMOUNT (PER DEBENTURE) (IN INR)
Coupon Payment	17-10-2025	92	2,797.81
Coupon Payment	17-01-2026	92	2,797.81
Coupon Payment	17-04-2026	90	2,736.99
Coupon Payment	17-07-2026	91	2,767.40
Coupon Payment	17-10-2026	92	2,797.81
Coupon Payment	17-01-2027	92	2,797.81
Coupon Payment	17-04-2027	90	2,736.99
Coupon Payment	17-07-2027	91	2,767.40
Coupon Payment	17-10-2027	92	2,797.81
Coupon Payment	17-01-2028	92	2,790.16
Coupon Payment	17-04-2028	91	2,759.84
Coupon Payment	17-07-2028	91	2,759.84
Coupon Payment	17-10-2028	92	2,790.16
Coupon Payment	17-01-2029	92	2,797.81
Coupon Payment	17-04-2029	90	2,736.99

Coupon Payment	17-07-2029	91	2,767.40
Coupon Payment	17-10-2029	92	2,797.81
Coupon Payment	17-01-2030	92	2,797.81
Coupon Payment	17-04-2030	90	2,736.99
Coupon Payment	17-07-2030	91	2,767.40
Coupon Payment	17-10-2030	92	2,797.81
Coupon Payment	17-01-2031	92	2,797.81
Coupon Payment	17-04-2031	90	2,736.99
Coupon Payment	17-07-2031	91	2,767.40

Note:

*Payment will be subject to Business Day Convention
Financial Year is considered while calculating leap year

REDEMPTION SCHEDULE FOR DEBENTURES

CASH FLOWS	*DATE FOR REDEMPTION AMOUNT BECOMING DUE	NUMBER OF DAYS	AMOUNT (PER DEBENTURE) (IN INR)
Principal Instalment	July 17, 2031	2191	100,000.00

Note:

*Payment will be subject to Business Day Convention

B. OTHER DETAILS

- (a) **Creation of a Debenture Redemption Reserve:** Please refer Section 4.34(a) of the General Information Document.
- (b) **Issue/instrument specific regulations:** Please refer Section 4.34(c) of the General Information Document.
- (c) **Default in Payment:** Please refer to the Summary Term Sheet
- (d) **Delay in Listing:** Please refer to the Summary Term Sheet
- (e) **Delay in allotment of securities:** Please refer to the Summary Term Sheet
- (f) **Issue details:** Please refer to the Summary Term Sheet
- (g) **Application Process:**

4.1 Mode of Transfer/Transmission of Debentures

The Debentures shall be transferable freely; however, it is clarified that no Investor shall be entitled to transfer the Debentures to a person who is not entitled to subscribe to the Debentures. The Debentures shall be transferred and/or transmitted in accordance with the applicable provisions of the Companies Act, 2013 and other applicable laws. The Debentures held in dematerialized form shall be transferred subject to and in accordance with the rules/procedures as prescribed by NSDL/CDSL and the relevant DPs of the transferor or transferee and any other applicable laws and rules notified in respect thereof. The transferee(s) should ensure that the transfer formalities are completed prior to the Record Date. In the absence of the same, amounts due will be paid/redemption will be made to the person, whose name appears in the register of Debenture Holder(s) maintained by the R&T Agent as on the Record Date, under all circumstances. In cases where the transfer formalities have not been completed by the transferor, claims, if any, by the

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transferees would need to be settled with the transferor(s) and not with the Issuer. The normal procedure followed for transfer of securities held in dematerialized form shall be followed for transfer of these Debentures held in dematerialised form. The seller should give delivery instructions containing details of the buyer's DP account to his DP.

4.2 Debentures held in Dematerialized Form

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

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

4.3 Sharing of Information

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

4.4 Debenture Holder(s) not a Shareholder

The Debenture Holder(s) shall not be entitled to any right and privileges of shareholders other than those available to them under the Companies Act, 2013. The principal amount and interest on the Debentures will be paid to the registered Debenture Holders only, and in case of joint holders, to the one whose name stands first. The Debentures shall not confer upon the Debenture Holder(s), the right to receive notice(s) or to attend and to vote at any general meeting(s) of the shareholders of the Issuer.

4.5 Modification of Debentures

The Trustee shall concur with the Bank (without requiring any approval of the Debenture Holder(s)) in making any modifications in the rights, privileges, terms and conditions attached to the Debentures which is essential and in the opinion of the Trustee would not be materially prejudicial to the interests of the Debenture Holder(s), and to any modification of the terms of the Debentures or any of the other Transaction Documents which is of a formal, minor or technical nature or is to correct a manifest error or which is required to be made pursuant to change in Applicable Law. Any other change or modification to the terms of the Debentures or the Debenture Trust Deed shall require approval by the Debenture Holder(s). Upon obtaining such approval, the Trustee and the Bank shall give effect to the same by executing necessary deed(s) supplemental to the Transaction Documents.

4.6 Right to accept or reject Applications

The Board of Directors reserves its full, unqualified and absolute right to accept or reject any application for subscription to the Debentures, in part or in full, without assigning any reason thereof. Application Forms that are not complete in all respects may be rejected at the sole and absolute discretion of the Bank. Any application which has been rejected, would be intimated by the Bank along with the refund warrant. The Investors will be required to remit the funds as well as submit the duly completed Application Form along with other necessary documents to Issuer by the Deemed Date of Allotment.

4.7 Participation by Anchor Investors

The Issuer shall decide on the participation by anchor investors in the anchor investor allocation portion of the Issue subject to such allocation not exceeding 30% (Thirty Percent) of the base Issue size. The anchor investors may also participate in the Issue under the non-anchor portion of the Issue if identified as an Eligible Participant by the Issuer.

4.8 Notices

- (a) Any notice, demand, communication or other request (individually, a “**Notice**”) to be given or made under the Transaction Documents shall be in writing. Such Notice shall be delivered by hand, registered mail/speed post (postage prepaid), recognized overnight courier service or email or facsimile to the Party to which it is addressed at such Party's address specified below or at such other address as such Party shall from time to time have designated by 5 (Five) days' prior written Notice. Provided however, that in case of a Notice delivered by email or facsimile, the Party delivering such Notice shall also deliver a copy of the same by hand, registered mail/speed post (postage prepaid), recognized overnight courier service. It is clarified that the time of delivery or deemed delivery of any such Notice delivered by facsimile or email and followed by the delivery of a physical copy as aforesaid shall be determined based on the original facsimile or email as opposed to the delivery of the physical copy as aforesaid.
- (b) Notice by the Parties to each other and the Debenture Holder(s) shall be deemed to be effectively given and received upon delivery in person, or 1 (One) Business Day after delivery by recognized overnight courier service, if sent for next Business Day delivery or on receipt by the sender of a transmission report showing successful transmission if sent by facsimile transmission or 5 (Five) Business Days after deposit via certified or registered mail / speed post (postage prepaid), return receipt requested, or in case of e-mail at the time of the sending thereof (provided no delivery failure notification is received by the sender within 24 (Twenty-Four) hours of sending such email), in each case addressed as below:

(iii) **Bank**

ESAF SMALL FINANCE BANK LIMITED

Address: Building No. VII/83/8, ESAF Bhavan, Thrissur-Palakkad National Highway, Mannuthy, Thrissur 680 651, Kerala, India
Attention: Ranjith Raj P
Email: ranjith.raj@esafbank.com
Tel. No.: +91 487 7123 907
Fax No. NIL

(iv) **Trustee**

Axis Trustee Services Limited

Address: Ruby, 2nd Floor, SW, 29 Senapati Bapat Marg, Dadar West, Mumbai – 400 028
Attention: Chief Operating Officer
Email: debenturetrustee@axistrustee.in

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Tel. No.: 022 62300451
Fax No.: NIL

- (c) All information exchanged/ to be exchanged between the Parties may, notwithstanding anything contained in this Clause 4.9 (*Notices*), be exchanged in the manner mentioned herein below:
 - (i) Bank to the Trustee: Either by facsimile or courier. However, an email can be sent as an initial communication followed by either facsimile or courier.
 - (ii) Debenture Holder(s) to the Trustee: Written communication by means of email(s) received from the Majority Debenture Holder(s).
- (d) This Clause 4.9 (*Notices*) shall survive the termination or expiry of the Transaction Documents.

4.9 Issue Procedure

- (a) For issuance in accordance with the EBP Guidelines –

The Issue setup shall be done by the Issuer in accordance with the EBP Guidelines including the operating guidelines of the EBP platform. The final subscription to the Debentures shall be made by the eligible investors through the electronic book mechanism as prescribed by SEBI under the EBP Guidelines by placing bids on the EBP during the Issue period. An Issuer, at its discretion, may withdraw from the Issue process in accordance with the conditions enlisted in the EBP Guidelines. Eligible Investors should note that disclosure of estimated cut off yield by the EBP platform to the eligible participants, pursuant to closure of Issue, shall be at the discretion of the Issuer. The Issuer may choose to disclose the estimated cut-off yield to all the eligible participants before the bidding.

The minimum number of Debentures that can be applied for and the multiples thereof shall be as set out in this Disclosure Document. No application can be made for a fraction of a Debenture. Eligible Investors whose bids have been accepted by the Issuer and to whom a signed copy of this Disclosure Document has been issued by the Issuer and who have submitted/shall submit the Application Form ("**Successful Bidders**"), shall make pay-in of subscription monies in respect of the Debentures towards the allocation made to them, into the bank account of NSE Clearing Limited, on the Deemed Date of Allotment and before the pay-in cut-off time in accordance with the EBP Guidelines, the details of which will be displayed on the EBP platform.

The pay-in by the Successful Bidders will be made only from the bank account(s), which have been provided / updated by the Successful Bidders in the EBP system. Any amount received from third party accounts or from accounts not specified in the EBP system will be refunded and no allotment will be made against such payments. Further, pay-in received from any other bank account may lead to cancellation of bid and consequent debarment of the bidder from accessing the EBP platform for 30 (thirty) days. Upon the transfer of funds into the aforesaid account of NSE Clearing Limited and the Issuer confirming its decision to proceed with the allotment of the Debentures in favour of the Successful Bidders to the clearing corporation, the R&T Agent and the EBP and initiating the requisite corporate action for allotment of Debentures and credit of the demat letter of allotment into the relevant demat account of the Successful Bidders through the R&T Agent, the R&T Agent shall provide corporate action file along with all requisite documents to the Depositories by 12:00 hours and also intimate the EBP of the aforesaid actions. Upon the Depositories confirming the allotment of the Debentures and the credit of the Debentures into the demat account of the Successful Bidders to EBP, the subscription monies in respect of the Debentures from the aforesaid account of the clearing corporation shall be released into the Issuer's bank account, as intimated by the Issuer to the EBP.

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

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It may be noted that payment by any other means shall not be accepted. The Bank assumes no responsibility for any applications lost in mail or in transit or any failure of electronic fund transfer.

The Bank will not be responsible in any manner for any delayed receipts / non-receipt of RTGS payments or applications lost in mail.

All transfers/RTGS must be made payable to the designated bank accounts of NSE Clearing Limited, details of which accounts shall be specified on the EBP platform.

4.10 Application Procedure

(a) For issuance in accordance with the EBP Guidelines –

Only Eligible Investors as given hereunder to whom the Disclosure Document is addressed may apply for the Debentures. Eligible Investors are required to register on the EBP platform the link for which shall be available at <https://www.nse-ebp.com/ebp/rest/login>. All the registered and Eligible Investors are required to update the necessary bank account details and demat details before participating in the bidding process on the EBP platform.

Each Series of the Issue will open on the 'Issue Opening Date' and close on the 'Issue Closing Date' (both days inclusive) as stated herein ("**Issue Period**"). Eligible Investors who wish to invest in the Issue shall submit an application for the Debentures with all the accompanying documents and the Application Money at any time starting from the Issue Opening Date and upto the Issue Closing Date. The subscription to the Debentures shall be made by the Eligible Investors through the electronic book mechanism as prescribed by SEBI during the Issue Period in the manner as set out in the section on 'Issue Procedure' below.

Applications for the Debentures must be made in the Application Form and must be completed in block letters in English by the Eligible Investors. Application Forms must be accompanied by payment details. The full amount of the Face Value applied for has to be paid along with the delivery of the fully completed and executed Application Form together with other applicable documents described below. Application Forms should be duly completed in all respects and applications not completed in the said manner are liable to be rejected. The name of the Applicant's bank, type of account and account number must be duly completed by the Applicant. This is required for the Applicant's own safety and these details will be printed on the refund orders and /or redemptions warrants. All Application Forms duly completed shall be submitted at the Corporate Office of the Issuer which is located at BUILDING NO.VII/83/8,ESAF BHAVAN, THRISSUR-PALAKKAD NATIONAL HIGHWAY, MANNUTHY, THRISSUR, KERALA 680651.

The funds have to be credited to the designated bank accounts of NSE Clearing Limited (NCL), the details of which shall be provided on the EBP platform, within the prescribed timelines, as per the EBP Guidelines. It may be noted that payment by any other means shall not be accepted. The Issuer assumes no responsibility for any applications lost in mail or in transit or any failure of electronic fund transfer.

The Issuer will not be responsible in any manner for any delayed receipts / non-receipt of payments or applications lost in mail.

4.11 Fictitious Application

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All fictitious applications will be rejected. Any person who (i) makes in a fictitious name, an application to the Bank for acquiring, or subscribing for any Debentures therein, or (ii) otherwise induces the Bank to allot or register any transferor of Debentures therein to him or any other person in a fictitious name, shall be punishable under the extant laws. Attention of Applicants is specially drawn to the provisions of sub-section (1) of section 38 of the Companies Act, 2013.

4.12 Basis of Allotment

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

4.13 Payment Instructions

The pay-in of subscription monies in respect of the Debentures by the Successful Bidder shall be made in accordance with the procedure set out in Section 4.10 of this Key Information Document.

4.14 Eligible Investors

Nothing in the Disclosure Documents shall constitute and/or deem to constitute an offer or an invitation to an offer, to be made to the Indian public or any section thereof through the Disclosure Documents, and the Disclosure Documents and its contents should not be construed to be a prospectus under the Companies Act. Subject to Applicable Law, the categories of investors (except government undertaking) eligible to subscribe to the Debentures in this Issue, when addressed directly, are:

- a) Qualified Institutional Buyers ("QIBs") means the following entities:
 - i. A mutual fund, venture capital fund, Alternative Investment Fund and Foreign Venture Capital Investor registered with SEBI;
 - ii. Foreign portfolio investor other than individuals, corporate bodies and family offices;
 - iii. a Public Financial Institution;
 - iv. a Scheduled Commercial Bank;
 - v. a multilateral and bi-lateral development financial institution;
 - vi. a State Industrial Development Corporation;
 - vii. An insurance company registered with Insurance Regulatory and Development Authority of India;
 - viii. A Provident Fund with minimum corpus of Rs.25 Crore Rupees
 - ix. A Pension Fund with minimum corpus of Rs.25 Crores registered with the Pension Fund Regulatory and Development Authority established under sub-section (1) of section 3 of the Pension Fund Regulatory and Development Authority Act, 2013
 - x. National Investment Fund set up by resolution No: F.No.2/3/2005-DDII dated November 23, 2005 of the Government of India published in the Gazette of India;
 - xi. An insurance funds set up and managed by Army, Navy / Air force of the Union of India;

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- xii. Insurance funds set up and managed by the Department of Posts, India; and
- xiii. Systemically, important Non- Banking Financial Companies.

Any Non-QIB person/ entity who is eligible to invest in the Debentures as per the concerned guidelines and regulations and permitted under Applicable Laws (and in the event the private placement of Debentures is pursuant to an EBP platform, then those non-QIBs who/ which has been authorized by the Issuer, to participate in a particular issue on the EBP platform).

(the categories of investors specified under (a) and (b) above shall be collectively referred to as the “**Eligible Investors**”)

Without prejudice to the aforesaid, where the selection of the Eligible Investors is required to be done pursuant to bidding mechanism on the Electronic Platform called “EBP Platform” or any successive arrangement/platform mandated by SEBI under the EBP guidelines, only those Persons:

- a) who have been named in the “List of Eligible Investors” as placed before and approved by the Board; and/or
- b) who are registered on the EBP platform and eligible to make bids for Debentures of the Issuer (considered as ‘deemed identified’);
- c) to whom allocation is to be made by the Issuer pursuant to selection under the electronic book mechanism for issuance of securities on private placement basis in terms of the relevant circulars and directions issued by the Securities and Exchange Board of India and the relevant Electronic Book Providers,

shall be considered as “identified persons” to whom the Issuer shall make private placement of the Debentures and only such “identified persons” shall receive a direct communication from the Issuer with offer to subscribe to the Debentures and only such “identified persons” shall be entitled to subscribe to the Debentures (or any Series thereof).

Notwithstanding anything stated in this document or otherwise, all eligible investors are required to check and comply with Applicable Laws including the relevant rules / regulations / guidelines / directions applicable to them for investing in this Issue of the Debentures, including all eligibility and registration formalities under the EBP Guidelines and the Issuer, is not in any way, directly or indirectly, responsible for any statutory or regulatory or procedural breaches by any investor, neither is the Issuer required to check or confirm the same.

The Disclosure Documents and the contents hereof are restricted for only the intended recipient(s) who have been addressed directly through a communication by or on behalf of the Issuer and only such recipients are eligible to apply for the Debentures.

Notwithstanding anything stated in this document or otherwise, all eligible investors are required to check and comply with applicable laws including the relevant rules / regulations / guidelines / directions applicable to them for investing in this issue of Debentures and the Issuer, is not in any way, directly or indirectly, responsible for any statutory or regulatory or procedural breaches by any investor, neither is the Issuer required to check or confirm the same.

Eligible Investors who fall in any of the following categories, shall accompany their Application Forms with the following documents:

PAN / GIR No:

All Applicants should mention their Permanent Account number (PAN) allotted under Income Tax Act, 1961 or where the same has not been allotted, the GIR Number and the IT Circle/Ward/District should be mentioned. In case where neither the PAN nor the GIR number has been allotted, or the Applicant is not

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assessed to Income Tax, the fact of such non-allotment should be mentioned in the Application Form. Applications without this will be considered incomplete and are liable to be rejected.

Application by Banks/ Corporate Bodies/ Mutual Funds/ Financial Institutions/ Trusts/ Statutory Corporations

As per Section 4.20 of this Key Information Document.

Application by Partnership Firm

The applications must be accompanied by certified copies of (i) the PAN Card of the partnership firm; (ii) copy of the partnership deed; (iii) the photo identity proof like Passport / PAN Card / Driving License, etc. of the partner(s) signing the Application Form and specimen signatures of authorised signatories; and (iv) an authority letter from all partners authorizing such investment.

Application under Power of Attorney

As per Section 4.19 of this Key Information Document.

4.15 Procedure for Applying for Dematerialized Facility

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

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redemption amount or other benefits, until such time that the beneficial owner is identified by the R&T Agent and conveyed to the Issuer, whereupon the redemption amount and benefits will be paid to the beneficiaries, as identified.

4.16 Depository Arrangements

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

4.17 List of Beneficiaries

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

4.18 Application under Power of Attorney

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

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

4.19 Procedure for application by Banks / Corporate Bodies / Mutual Funds / Financial Institutions / Trusts / Statutory Corporations and Multiple Applications

The applications must be accompanied by certified true copies of (i) memorandum and articles of association/constitution/by-laws/trust deed; (ii) resolution authorizing investment and containing operating instructions; (iii) specimen signatures of authorized signatories; and (iv) necessary form for claiming exemption from on interest on the application money.

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

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

- (a) SEBI registration certificate;
- (b) Resolution authorizing investment and containing operating instructions;

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- (c) Specimen signature of authorized signatories.

4.20 DOCUMENTS TO BE PROVIDED BY INVESTORS

Eligible Investors need to submit the following documents, as applicable and also as set out in this Section 6 for any specific type of Eligible Investor:

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

4.21 Applications to be accompanied with Bank Account Details

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

4.22 Succession

In the event of winding-up of the holder of the Debenture(s), the Issuer will recognize the liquidator or such other legal representative of the Debenture Holder(s) as having title to the Debenture(s).

In the event of the demise of the sole/first holder of the Debentures or the last survivor, in case of joint holders for the time being, the Issuer shall recognize the executor or administrator of the deceased Debenture Holder, or the holder of succession certificate or other legal representative as having title to the Debentures.

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

4.23 Effect of Holidays

In the event that any Coupon Payment Date or the due date for the performance of any event, falls on a day which is not a Business Day, the immediately succeeding Business Day shall be due date for the Coupon payment or the performance of the event however the dates of the future coupon payments would be as per the schedule originally stipulated at the time of issuing the Debentures.

If the Maturity Date / Redemption Date (including the last Coupon Payment Date) or the due date for performance of any obligations by the Bank under any of the Transaction Documents or the due date in respect of liquidated damages and all other monies payable under a Series falls on a day which is not a Business Day, then the immediately preceding Business Day shall be the due date for

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such payment. The calculation for payment of Coupon shall be only till such immediately preceding Business Day.

It is hereby clarified that any payments to be made in relation to the Debentures shall also be subject to the day count convention as per the SEBI NCS Regulations.

4.24 Mode of Payment

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

4.25 Tax Deduction at Source

Tax as applicable under the Income Tax Act, 1961, or any other statutory modification or re-enactment thereof will be deducted at source. For seeking TDS exemption/lower rate of TDS, relevant certificate/document must be lodged by the Debenture Holder(s) at the office of the R&T Agents of the Issuer at least 15 (Fifteen) calendar days before the relevant payment becoming due. Tax exemption certificate / declaration of non-deduction of tax at source on interest on application money, should be submitted along with the Application Form.

If any payments under this Issue is subject to any tax deduction other than such amounts as are required as per current regulations existing as on the date of the Debenture Trust Deed, including if the Issuer shall be required legally to make any payment for Tax from the sums payable under the Debenture Trust Deed, ("**Tax Deduction**"), the Issuer shall make such Tax Deduction, as may be necessary and shall simultaneously pay to the Debenture Holders such additional amounts as may be necessary in order that the net amounts received by the Debenture Holders after the Tax Deduction shall equal the respective amounts which would have been receivable by the Debenture Holders in the absence of such Tax Deduction.

4.26 Allotment

The Debentures shall be allotted and credited into the demat account of the Investor within two days from the Deemed Date of Allotment.

4.27 Refunds

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

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

4.28 Interest on Application Money

The Bank shall be liable to pay the Debenture Holder(s) interest on Application Money as more particularly specified in Section 6.3(c)(ii).

4.29 Pan Number

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

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

Notwithstanding any other provision, in case of any inconsistency between the terms of this Key Information Document and the General Information Document in relation to the application procedure, the terms in relation to the application procedure as set out in this Key Information Document shall prevail.

- (h) 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

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SECTION 5: KEY TERMS OF THE ISSUE

SUMMARY TERMS

Series No.	1
Security Name	11.10% ESAF Small Finance Bank Limited July 2031
Issuer / Bank	ESAF Small Finance Bank Limited
Type of Instrument	Subordinated, Rated, Listed, Unsecured, Transferable, Redeemable, Fully Paid Up, Non-Convertible Debentures (in form of subordinated debt to be categorized as Basel II Compliant Lower Tier II Capital in compliance with Basel II framework on Capital Adequacy) (“Bonds”/ “NCDs”/ “Debentures”)
Nature of Instrument	Unsecured, subordinated to the claims of other creditors, free of restrictive clauses, and not redeemable at the initiative of the holder or without the consent of the Reserve Bank of India.
Seniority (Senior or Subordinated)	Subordinated The Debentures shall be: a) Senior to the claims of investors in instruments eligible for inclusion in Tier I and upper Tier II capital of the Bank; b) Subject to (a) above, subordinated to the claims of the other creditors of the Bank (including all the depositors, general creditors of the Bank) but shall rank <i>pari passu</i> with the claims of other investors holding Lower Tier II Capital instruments of the Bank (whether present or future); c) rank <i>pari passu</i> inter se the Debenture Holders, without preference amongst themselves.
Mode of Issue	Private placement
Eligible Investors	Please refer Section 4.46 of the General Information Document.
Listing (Name of stock exchange(s) where it will be listed and timeline for listing)	a) The Debentures are proposed to be listed on the Negotiated Trade Reporting Platform under New Debt Market (“NTRP”) of the National Stock Exchange of India (“NSE”). The Debentures shall be listed within 3 (Three) working days from the Deemed Date of Allotment (“Listing Period”). b) The Issuer shall ensure that the Debentures continue to be listed on the NTRP of the NSE. c) In the event there is any delay in listing beyond the Listing Period, the Issuer will pay to the Debenture Holders, a penal interest of 1% (One Percent) p.a. over the applicable Coupon Rate from the Issue Closing Date until the listing of the Debentures is completed.
Rating of the Instrument	CARE A; Outlook Negative
Issue Size of Debentures	Rs. 100,00,00,000/- (Rupees One Hundred Crores Only) including a green shoe option of Rs. 50,00,00,000/- (Rupees Fifty Crores Only)
Green Shoe Option (if any)/ option to retain oversubscription	Green shoe option of up to Rs. 50,00,00,000/- (Rupees Fifty Crores Only) to retain oversubscription on a private placement basis.
Minimum Subscription	The minimum application size for the Issue shall be 1 (One) Debenture and in multiples of 1 (One) Debenture thereafter
Objects of the Issue / Purpose for which there is requirement of funds	The Issue Proceeds equivalent to 100% (One Hundred percent) of the funds raised by the Issue will be to augment the Tier II Capital of the Bank for strengthening the Bank’s capital adequacy and enhancing the Bank’s long-term resources and for the regular business activities of the Bank.

	The Bank further undertakes that it shall not carry out any other activities as may be prohibited by RBI and / or such other regulators as may be applicable from time to time.
Details of Anchor (if any)	NA
In case the issuer is a NBFC and the objects of the issue entail loan to any entity who is a 'group company' then disclosures shall be made in the following format	NA
Details of the utilisation of the proceeds	The proceeds of Issue shall be utilized for regular business activities of the Bank.
Coupon Rate	11.10% (Eleven Decimal Point One Zero percent) per annum payable quarterly
Step Up/Step Down Coupon Rate	NA
Coupon Payment Frequency	Quarterly and on Redemption
Coupon Payment dates	Refer to Section 4(A)(c) of this Key Information Document
Cumulative / non-cumulative, in case of dividend	NA
Coupon Type	Fixed
Coupon Reset Process (including rates, spread, effective date, interest rate cap and floor etc.).	NA
Day Count Basis	Interest and all other charges shall accrue based on an actual/actual basis.
Interest on Application Money	At the Coupon Rate (subject to deduction of tax at source, as applicable) from the date of realization of cheque(s)/ demand draft(s)/ RTGS up to one day prior to the Deemed Date of Allotment. Where pay-in Date and Deemed date of Allotment are the same, no interest on Application money is to be paid.
Default Interest Rate	<p>a) All Payments due in respect of the Debentures shall, in case the same be not paid on the respective Due Dates, carry further interest at the rate of 2% (Two percent) per annum, computed from the relevant Due Date up to the date on which such monies are paid or realised by the Debenture Holder(s) ("Default Interest"). It is clarified that any Default Interest which becomes payable in terms hereof shall be payable over and above the Coupon payable at the Coupon Rate.</p> <p>b) If, at any time, any other Event of Default (other than as specified under sub-clause (a) above) occurs, the Bank agrees to pay an additional coupon at the rate of 1% (One Percent) per annum over and above the applicable Coupon Rate on all amounts outstanding from the date of occurrence of such a breach/default, up to the date on which the Debentures are redeemed in full or the Event of Default has been cured.</p> <p>c) In case the Bank fails to execute the Debenture Trust Deed within the period specified by SEBI, then without prejudice to any liability arising on account of violation of the provisions of the Securities and Exchange Board of India Act, 1992 and the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, the Bank shall also pay, subject to Applicable Law, interest of at least 2% (Two Percent) per annum or such other rate, as specified by SEBI to the Debenture Holders, over and above the Coupon Rate, till the execution of the Debenture Trust Deed</p>

Tenor	6 years from the Deemed Date of Allotment	
Redemption Date	July 17, 2031	
Redemption Amount	Rs. 1,00,000/- (Rupees One Lakh only) per Debenture along with Coupon Rate payable on the Redemption Date	
Redemption Premium / Discount	NA	
Issue Price	Rs. 1,00,000/- (Rupees One Lakh Only) Per Debenture	
Discount at which security is issued and the effective yield as a result of such discount.	NA	
Premium/Discount at which security is redeemed and the effective yield as a result of such premium/discount	NA	
Put Option Date	NA	
Put Option Price	NA	
Call Option Date	NA	
Call Option Price	NA	
Put Notification Time (Timelines by which the investor need to intimate Issuer before exercising the put)	NA	
Call Notification Time (Timelines by which the Issuer need to intimate investor before exercising the call)	NA	
Face Value	Rs. 1,00,000/- (Rupees One Lakh Only) Per Debenture	
Minimum Application and in multiples of thereafter	The minimum application size for the Issue shall be 1 (One) Debentures and in multiples of 1 (One) Debenture thereafter	
Issue Timing	Issue Opening Date	July 16, 2025
	Issue Closing Date	July 16, 2025
	Pay-in Date	July 17, 2025
	Deemed Date of Allotment	July 17, 2025
	Date of earliest closing of the Issue	Not applicable
	<p>The Bank reserves the right to change the Issue programme including the Deemed Date of Allotment at its sole discretion in accordance with the timelines specified in the SEBI Debt Listing Regulations without giving any reasons or prior notice. The Issue will be open for bidding as per bidding window that would be communicated through NSE EBP Platform.</p>	
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 EBP into the bank account of NSE Clearing Limited.</p> <p>Successful bidders should ensure to do the funds pay-in from their same bank account which is updated by them in the NSE EBP Platform while placing the bids. In case of mismatch in the bank account details between NSE EBP Platform and the bank account from which payment is done by the successful bidder, the payment would be returned back.</p> <p>Upon the Depositories confirming the allotment of the Debentures and the credit of the Debentures into the demat account of the successful bidders on the EBP, the subscription monies in respect of the</p>	

	<p>Debentures from the NSE Clearing Limited bank account shall be released into the Issuer's bank account, the details of which are as set out below:</p> <p>Account Holder Name: ESAF Small Finance Bank Limited Account number:10140200016691 Bank: The Federal Bank Limited IFSC Code: FDRL0001014 Mode: RTGS/NEFT</p> <p>Cheque(s), demand draft(s), money orders, postal orders will not be accepted.</p>
Depository(ies)	NSDL and CDSL
Disclosure of Interest/ Redemption Dates	Please refer Section 4 of this Key Information Document
Record Date	A Register of Debenture Holders shall be maintained in accordance with Section 88 of the Companies Act, 2013 and the Register of Debenture Holders/the Register of Beneficial Owners, shall be closed 15 (Fifteen) calendar days prior to each Due Date
All covenants of the issue (including side letters, accelerated payment clause, etc.)	Please refer Section 6.3 of 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	The Debentures to be issued are unsecured in nature and represent obligations of the Bank (in accordance with the RBI's directions applicable to banks/small finance banks)
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	The Debentures to be issued are unsecured in nature and represent obligations of the Bank (in accordance with the RBI's directions applicable to banks/small finance banks)
Transaction Documents	<p>The Issuer has executed/shall execute the documents including but not limited to the following, as required, in connection with the Issue as per latest SEBI guidelines/ Companies Act 2013 (as applicable) for issuance of Debentures through private placement:</p> <ol style="list-style-type: none"> Debenture Trustee Agreement General Information Document Key Information Document Term sheet Private Placement Offer Letter (Form PAS-4) Debenture Trust Deed <p>Such other documents as agreed between the Issuer and the Debenture Trustee</p>

<p>Conditions Precedent for issuance of Debentures</p>	<ol style="list-style-type: none"> 1. Issuance of General Information Document and Key Information Document; 2. Issuance of the Private Placement Offer cum Application Letter; 3. Consent letter from the Debenture Trustee; 4. The Bank shall ensure that all regulatory requirements under regulations issued by the RBI, as applicable to the Bank, have been met; 5. Execution of the Transaction Documents; 6. Rating rationales and press releases from the Rating Agencies; 7. Rating Letters from the Rating Agencies; 8. In-principle approval from NSE for listing of the Debentures; 9. a certified true copy of the resolution of the shareholders of the Bank under section 42 of the Companies Act, 2013; 10. a certified true copy of the resolution of the Board of Directors of the Bank, under Section 179 of the Companies Act, 2013 authorizing the issue of Debentures as also execution and delivery of the Transaction Documents in that behalf; 11. Duly completed certified/ self-attested KYC Documents of the Bank and Authorized Signatories of the Bank who are executing the Transaction Documents.
<p>Condition Subsequent</p>	<ol style="list-style-type: none"> 1. The Bank shall ensure that the Debentures are credited into the beneficial owner account(s) of the Debentures within 2 (Two) Business Days from the relevant Deemed Date of Allotment; 2. The Bank will ensure listing of Debentures on the NSE within 3 (Three) working days from the Deemed Date of Allotment; 3. The Bank shall file a copy of Form PAS-3 of the Companies (Prospectus and Allotment of Securities) Rules, 2014 with the relevant registrar of companies within 15 days from the Deemed Date of Allotment; 4. The Bank shall provide the details on utilisation of funds raised through the issue of Debentures duly certified by the Bank's statutory auditor to the Debenture Trustee within stipulated timelines as required by law; 5. Execution of any other documents as the Debenture Trustee may require.
<p>Events of Default</p>	<ol style="list-style-type: none"> (a) If the Bank does not pay on the Due Date(s) any amount payable in terms of the Transaction Documents at the place at and in the currency in which it is expressed to be payable, unless its failure to pay is caused by technical error and payment is made within 1 (One) Business Day of the relevant Due Date; (b) The Bank admits in writing its inability to pay its debts as they fall due or suspends making payments on any of its debts or by reason of actual financial difficulties commences negotiations with one or more creditors with a view to rescheduling its indebtedness; (c) Any Transaction Documents in whole or in part, becomes invalid or ceases to be a legally valid, binding and enforceable obligation of the Bank; (d) It is or becomes unlawful for the Bank to perform any of its obligations under the Transaction Documents and/or any obligation or obligations of the Bank under any Transaction Document are not or cease to be valid, binding or enforceable; (e) Any representation or warranty made by the Bank in any Transaction Document or in any certificate, financial statement or other document delivered to the Debenture Trustee/ Debenture Holders by the Bank is incorrect, false or misleading in any respect made or deemed made;

	<p>(f) The Bank repudiates any of the Transaction Documents, or evidence an intention to repudiate any of the Transaction Documents;</p> <p>(g) The occurrence of a Material Adverse Effect and such Material Adverse Effect has not been remedied or rectified within a period of 15 (Fifteen) calendar days from the date of receipt of notice from the Debenture Trustee;</p> <p>(h) Any corporate action, legal proceedings or other procedure or step is taken, in relation to:</p> <ul style="list-style-type: none"> i) the suspension of payments, a moratorium of any indebtedness, winding-up, insolvency, dissolution, administration or reorganization (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Bank; or ii) a composition, compromise, assignment or arrangement with any creditor of the Bank; or iii) the appointment of a liquidator, receiver, or other similar officer in respect of a composition, compromise, assignment or arrangement with any creditor of the Bank; or iv) enforcement of assets of the Bank or any analogous procedure or step is taken in any jurisdiction; or v) any other event occurs or proceeding is instituted that under any Applicable Law would have an effect analogous to any events listed in paragraphs (i), (ii), (iii) and/or (iv) above <p>(i) Any proceedings in relation to bankruptcy or insolvency of the Bank are initiated (voluntarily or involuntarily);</p> <p>(j) Any order is made by any Governmental Authority, or any resolution is passed by the shareholders of the Bank, for the winding-up of the Bank;</p> <p>(k) Surrender, revocation or suspension of the Bank's certificate of registration as an SFB by the Reserve Bank of India, save and except the voluntary surrender of such certificate in the event the Bank becomes a universal bank in accordance with applicable regulatory requirements;</p> <p>(l) The de-listing of the Debentures at any point of time prior to the Final Redemption Date;</p> <p>(m) The Bank ceases to carry on its business or any substantial part thereof or gives notice of its intention to do so;</p> <p>(n) If a petition is filed for the winding up of the Bank under the Companies Act, 2013 and the same is not stayed or dismissed within a period of 15 (Fifteen) days of its filing;</p> <p>(o) Failure of the Bank to make payment in respect of any borrowing appearing in the balance sheet of the Bank (including any borrowing availed by way of issuance of non-convertible debentures but excluding the borrowing availed by the Bank pursuant to the issuance of Debentures under the Issue) owed to any financial creditor and which failure, in the reasonable opinion of the Debenture Trustee, could adversely affect the performance by the Bank of its obligations in respect of the Debentures;</p> <p>(p) Breach of any representations, covenants or undertaking of the Bank in the Transaction Documents other than as set out in clause (a) to clause (o) hereinabove.</p>
Creation of Recovery Expense Fund	<p>The Bank shall create a recovery expense fund in accordance with the applicable SEBI regulations, including but not limited to the SEBI master circular dated May 16, 2024 (bearing reference number: SEBI/HO/DDHS-PoD3/P/CIR/2024/46) and inform the Debenture Trustee of the same.</p>

	The recovery expense fund shall be utilised in such manner and for such purposes as is more particularly provided under the said regulations and Applicable Law.
Conditions for breach of covenants (as specified in Debenture Trust Deed)	Please refer to Section 6 in this Key Information Document
Provisions related to Cross Default Clause	Failure of the Bank to make payment in respect of any borrowing appearing in the balance sheet of the Bank (including any borrowing availed by way of issuance of non-convertible Debentures and excluding the borrowing availed by the Bank pursuant to the issuance of Debentures under this Issue) owed to any financial creditor and which failure, in the reasonable opinion of the Debenture Trustee, could adversely affect the performance by the Bank of its obligations in respect of the Debentures
Role and Responsibilities of Debenture Trustee	<p>To supervise the implementation of the conditions regarding creation of security for the debt securities, creation of recovery expense fund and debenture redemption reserve, as applicable.</p> <p>To inter alia oversee and monitor the overall Issue for and on behalf of the Debenture Holders and such other roles and responsibilities, as are customary for transactions of a similar nature and size.</p> <p>Please refer to the static quick response code as set out under Section 2(AA) of this Key Information Document for a copy of the debenture trustee agreement containing the detailed role and responsibilities of the Debenture Trustee</p>
Risk factors pertaining to the Issue	Please refer to Section 3 of the General Information Document
Governing Law and Jurisdiction	The Debentures and documentation will be governed by and construed in accordance with the laws of India and the parties submit to the exclusive jurisdiction of the courts in Mumbai, Maharashtra and Thrissur, Kerala..

NOTES:

- If there is any change in Coupon Rate pursuant to any event including lapse of certain time period or downgrade in rating, then such new Coupon Rate and events which lead to such change will be disclosed by the Bank.
- The list of documents which have been executed or will be executed in connection with the Issue and subscription of debt securities shall be annexed.
- The principal and Coupon amount of the Debentures is unsecured. The payment of 100% of the amount of the Debentures and Coupon thereon shall depend on the Bank's performance and financial strength.
- The Bank has provided details of the "Objects of the Issue" in this Key Information Document under Summary Term Sheet.

SECTION 6: TRANSACTION DOCUMENTS AND KEY TERMS

6.1 TRANSACTION DOCUMENTS

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

- (a) The General Information Document dated July 08, 2025;
- (b) Debenture Trustee Agreement dated July 07, 2025, which confirms the appointment of Axis Trustee Services Limited as the Trustee ("**Debenture Trustee Agreement**");
- (c) Debenture Trust Deed dated July 16, 2025, which will set out the terms upon which the Debentures are being issued and shall include the representations and warranties and the covenants to be provided by the Bank ("**Debenture Trust Deed**");
- (d) Private Placement Offer cum Application Letter dated July 14, 2025 in respect of the Issue in terms hereof;
- (e) Such other documents as agreed between the Bank and the Trustee.

6.2 REPRESENTATIONS AND WARRANTIES OF THE BANK

The Bank hereby makes the following representations and warranties to the Debenture Trustee on the date hereof and the same shall be deemed to be made by the Bank (by reference to the facts and circumstances then existing) on each day up to the date the Debentures are redeemed in full:

(a) Status

- (i) It is a company, duly incorporated, organized and validly existing under the Applicable Law of India.
- (ii) The Bank has the corporate power, authority and all material permits, approvals, authorizations, licenses, registrations, and consents including registrations, to own and operate its assets and to carry on its business in substantially the same manner as it is currently conducted.
- (iii) As on the Deemed Date of Allotment, the Bank is registered with the RBI as a "Small Finance Bank".

(b) 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.

(c) Compliance with Applicable Law

To the best of its knowledge and belief, the Bank is in compliance with Applicable Law in relation to the performance of its obligations with respect to this Issue.

(d) 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) for it to carry on its business, trade and ordinary activities have been obtained or effected and are in full force and effect;

(e) **Eligibility**

The Bank is eligible to issue the Debentures under the Basel II Framework and the Issue is in compliance with the SEBI Debt Listing Regulations.

(f) **Binding obligations**

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

(g) **Non-conflict with other obligations**

The entry into and performance by the Bank of and the transactions contemplated by the Transaction Documents to which the Bank is a party does not conflict with (i) the objects of its constitutional documents; (ii) an order, writ, injunction, decree passed by any court or tribunal or Governmental Authority; (iii) any Applicable Law to which the Bank or any of its assets are subject; (iv) any agreement or instrument binding upon it or any of its assets.

(h) **No Event of Default**

No Event of Default is continuing or might reasonably be expected to result from the making of this Issue and/or execution of the Transaction Documents.

(i) **No misleading information**

To the best of its knowledge, any factual information provided by the Bank to the Debenture Trustee/ Debenture Holder(s) in relation to the Issue is true and accurate in all material respects as on the date such information has been / shall be provided / stated;

Nothing has occurred or been omitted to be stated and no information has been given or withheld which should otherwise have been disclosed by the Bank in relation to the Issue as prescribed under Applicable Law.

(j) **Insolvency**

The Bank is able to, and has not admitted its inability to, pay its debts as they mature and has not suspended from making payments of any of its debts, nor will it become unable to pay its debts for the purposes of Applicable Law as a consequence of entering into the Transaction Documents.

The Bank has not taken any action nor, to the best of the knowledge and belief of the Bank, have any steps been taken or legal proceedings been started against the Bank for winding-up, dissolution or re-organisation or for the appointment of a liquidator, insolvency resolution professional, supervisor, receiver, administrator, administrative receiver, compulsory manager, trustee or other similar officer of it or in respect of any of its assets.

(k) **No proceedings pending**

To the best of the knowledge and belief of the Bank, no litigation, arbitration or administrative proceedings of or before any Governmental Authority have been initiated against the Bank, nor is

there subsisting any unsatisfied judgment or award given against the Bank by any court, arbitrator or other tribunal, in each case which would result in a Material Adverse Effect.

(I) Financial statements

The audited financial statement of the Bank as of March 31, 2025 have been prepared in accordance with the applicable Accounting Standards save to the extent expressly disclosed in such financial statements.

The audited financial statement of the Bank as of March 31, 2025 provides a true and fair view and represents the financial condition of the Bank as on such date

6.3 COVENANTS OF THE BANK

- (a) The Bank hereby covenants with the Trustee that (except as may otherwise be previously agreed in writing by the Debenture Trustee) and at all times till the Final Settlement Date:
- (i) The Bank shall utilise the funds raised through the Issue solely towards the Purpose and in accordance with Applicable Law. The Bank also agrees to submit to the Debenture Trustee, as may be required under Applicable Law, an annual 'end-use certificate' from the statutory auditor of the Bank certifying the compliance with the same, at the end of each financial year till the monies received towards subscription of the Debentures have been fully utilized towards the Purpose.
 - (ii) The Bank shall comply with any directions/ guidelines issued by any Governmental Authority (including RBI and SEBI), as applicable to the Bank, as well as the terms and conditions of any other applicable laws.
 - (iii) The Bank shall remain as a banking company within the meaning of the Banking Regulation Act, 1949.
 - (iv) The Bank shall keep proper books of account as required by the Act and shall permit the Debenture Trustee to examine and inspect the relevant books and records of the Bank upon reasonable prior notice and at such reasonable times and intervals as the Debenture Trustee may reasonably request.
 - (v) The Debenture Trustee and/or the Debenture Holder(s) or any of them or any other person shall, as provided in Section 94 of the Act, be entitled to inspect the registers of the Bank and to take copies of or extracts from the same or any part thereof during usual business hours. The registers may be closed by the Bank at such time and for such periods as it may think fit in accordance with the provisions of the Act after giving not less than 7 days' previous notice or such notice as prescribed under Applicable Law by advertisement in some newspaper circulating in the district in which the Bank's registered office is situate. No transfer will be registered during such period when the register of Debenture Holder(s) remains closed.
 - (vi) The Bank shall furnish to the Debenture Trustee details of all grievances received from the Debenture Holders and the steps taken by the Bank to redress the same. At the request of the Debenture Holders, the Debenture Trustee shall, by notice to the Bank, call upon the Bank to take appropriate steps to redress such grievance and shall, if necessary, at the request of any Debenture Holders representing not less than one-tenth in value of the nominal amount of the Debentures for the time being outstanding, call a meeting of the Debenture Holders.
 - (vii) The Bank shall provide, at the end of each year from the Deemed Date of Allotment a certificate to the Debenture Trustee from the statutory auditor furnishing the details of utilization of funds raised through the issue of Debentures. Such certificate shall be provided at the end of each year until the funds are fully utilized
 - (viii) The Bank shall, submit to the Stock Exchange, along with quarterly financial results, a statement indicating utilization of issue proceeds of the Debentures, in the format as may be specified by the SEBI, which shall be continued to be given till such time the issue proceeds have been fully utilized or the purpose for which these proceeds were raised has been achieved.

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- (ix) The Bank shall submit to the Stock Exchange, along with the quarterly financial results, a statement disclosing material deviation(s), if any, in the use of Issue proceeds of non-convertible securities the objects of the Issue, in such the 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.
 - (x) The Bank shall furnish all information required by the Debenture Trustee under the Securities and Exchange Board of India (Debenture Trustee) Regulations, 1993 as in force from time to time, in so far as they are applicable to the Debentures in order to enable the Debenture Trustee to comply with the provisions of Regulation 15 of the Securities and Exchange Board of India (Debenture Trustee) Regulations, 1993 to the extent applicable to the Debentures.
 - (xi) The Bank undertakes to provide all such assistance to the Debenture Trustee as may be required including relevant documents/ information, as applicable, to enable the Debenture Trustee(s) to conduct continuous and periodic due diligence and monitoring of compliance with covenants, in the manner specified by SEBI from time to time. In this regard, in accordance with the SEBI DT Master Circular, the Bank undertakes and agrees to provide all relevant documents/information, as applicable, to enable the Debenture Trustee to submit the required reports/certifications to the Stock Exchange in accordance with the SEBI DT Master Circular.
 - (xii) The Bank shall ensure that the Transaction Documents are duly executed and delivered and shall continue in full force and effect and shall constitute a direct, general, unconditional and legally valid, enforceable and binding obligations of the Bank enforceable in accordance with its terms.
 - (xiii) The Bank shall execute all such deeds, documents, instruments and assurances and do all such acts and things the Debenture Trustee may require for exercising the rights under this Transaction Documents and Debentures.
 - (xiv) The Bank shall comply with all acts, authorisations, consents, permissions, rules, regulations, orders and directions of any Governmental Authority and be responsible for taking necessary authorizations and/or approvals internal, external regulatory, statutory or otherwise.
 - (xv) The Bank shall ensure that it maintains internal control for the purpose of (A) preventing fraud of monies lent by the Bank; and (B) preventing its money being used for money laundering or any illegal purposes.
 - (xvi) The Bank shall promptly submit any information, as required by the Debenture Trustee, including but not limited to the following:
 - (A) a copy of all notices, resolutions and circulars relating to new issue of debt securities, meetings of debt security holders as they are sent to the holders of debt securities or advertised in the media;
 - (B) details of any event which constitutes an Event of Default, specifying the nature of such event and any steps the Bank is taking and proposes to take to remedy the same.
 - (C) litigation, arbitration or administrative proceedings filed or initiated against the Bank or intimation for the process of Insolvency under the Insolvency and Bankruptcy Code, 2016 or under winding up (voluntary or Involuntary).
 - (xvii) The Bank shall take all steps necessary to obtain the in-principle approval from the Stock Exchange for listing the Debentures on or prior to the date of providing the General Information Document and term sheet to the EBP(s) and to take all steps necessary to get the Debentures listed within the timelines specified under Applicable Law.
- (b) Furnish Information to the Debenture Trustee
- (i) Give to the Debenture Trustee or their nominee(s) (and to the Debenture Holder(s), if so requested), information as set out below:

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- (A) 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:
 - (1) Periodical status/performance reports from the Bank within 7 (Seven) days of the relevant board meeting or within 45 (Forty Five) days of the respective quarter, whichever is earlier;
 - (2) Updated list of the names and addresses of the Debenture Holder(s);
 - (3) Details of the principal and the Coupon to be made, but unpaid and reasons for the non-payment thereof;
 - (4) Statement that the quarterly compliance report on corporate governance (if applicable) has been submitted to the Stock Exchange, in the format prescribed by SEBI, within the timelines prescribed in the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015;
 - (5) And any other information as may be required by the Debenture Trustee pursuant to requirements of Applicable Law.
 - (B) The Bank shall provide a copy of the latest annual report and the latest audited financial statements to the Debenture Trustee and the Debenture Trustee, as per the timelines provided under SEBI (Listing Obligations and Disclosure requirements) Regulations, 2015 and other Applicable Laws, shall be obliged to share the details submitted under this clause with all Debenture Holders within 7 (Seven) working days of their specific request.
- (ii) The Bank shall submit the following disclosures to the Debenture Trustee in electronic form (soft copy) at the time of allotment of the Debentures:
- (A) Memorandum and Articles of Association and necessary resolution(s) for the allotment of the Debentures;
 - (B) Copy of last three years' audited financial statements;
 - (C) Statement containing particulars of, dates of, and parties to all material contracts and agreements;
 - (D) Latest un-audited or audited quarterly and year to year standalone financial results on a quarterly basis on the same day as disclosed to the Stock Exchange in the manner as stated in the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015;
 - (E) An undertaking to the effect that the Bank would, till the redemption of the Debentures, submit the details mentioned in point (iv) above to the Debenture Trustee within the timelines as mentioned in Section I-A under Chapter I (*Uniform Listing Agreement*) of the Securities and Exchange Board of India's Master Circular for compliance with the provisions of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 by listed entities dated November 11, 2024 (bearing reference No. SEBI/HO/CFD/PoD2/CIR/P/0155) as may be further updated, amended, supplemented, modified, superseded or replaced from time to time. Further, the Bank shall submit a copy of the latest annual report to the Debenture Trustee, as and when the same is submitted to the Stock Exchange within the timeframe permitted under Applicable Law.
- (iii) The Bank shall promptly submit any information, as required by the Debenture Trustee, including but not limited to the following:
- (A) such documents and intimations as set out in Regulation 52, 53 and 56 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015.
 - (B) by not later than 30 (thirty) days from the relevant Deemed Date of Allotment, a credit letter obtained from the Depository for confirming credit of dematerialized Debentures into the depository accounts of the Debenture Holder(s) within the time-lines prescribed by the Applicable Laws;
 - (C) intimations regarding:

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- (1) all material events and/or information as disclosed to the Stock Exchange under Regulation 51 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 in so far as it relates to the interest, principal, issue and terms of the Debentures, rating, creation of charge on the assets, notices, resolutions and meetings of holders of Debentures, at the same time as disclosed to the Stock Exchange;
- (2) any revision in the rating;
- (3) any default in timely payment of interest or redemption or both in respect of the non-convertible Debentures;
- (4) all covenants of the Issue (including side letters, accelerated payment clause, etc.), and their breaches (if any);
- (D) The Bank shall, to the extent required under the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, and as may be applicable to the Bank, submit to the Stock Exchange, along with the quarterly and annual financial results, the following line items:
 - (1) debt-equity ratio;
 - (2) debt service coverage ratio;
 - (3) interest service coverage ratio;
 - (4) outstanding redeemable preference shares (quantity and value);
 - (5) capital redemption reserve/debenture redemption reserve (if applicable);
 - (6) net worth;
 - (7) net profit after tax;
 - (8) earnings per share;
 - (9) current ratio;
 - (10) long term debt to working capital;
 - (11) bad debts to Account receivable ratio;
 - (12) current liability ratio;
 - (13) total debts to total assets;
 - (14) debtors' turnover;
 - (15) inventory turnover;
 - (16) operating margin percent;
 - (17) net profit margin percent;

Provided that if any information mentioned in the line items under paragraph (1) to paragraph (17) above is not applicable to the Bank, it shall disclose such other ratio/equivalent financial information, as may be required to be maintained under Applicable Laws, if any. The Bank shall send the aforesaid information to the Debenture Holder(s) as well.

- (iv) The Bank shall furnish a report to the Debenture Trustee on a quarterly basis, containing the following particulars:
 - (A) Updated list of names and addresses of the Debenture Holder(s);
 - (B) Details of Coupon due but unpaid and reasons for non-payment thereof;
 - (C) The number and nature of grievances received from the Debenture Holder(s), grievances resolved by the Bank and those grievances not yet resolved and the reasons for the same;
 - (D) The Bank shall promptly inform the Debenture Trustee of any major or significant change in composition of its Board, which may amount to change in control as defined in the SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011;
 - (E) The Bank shall inform the Debenture Trustee, of any amalgamation, demerger, merger or corporate restructuring or reconstruction scheme proposed by the Bank;
 - (F) The Bank shall, so long as the Debentures are outstanding, not declare or pay any dividend to its shareholders during any year until the Bank has paid or made satisfactory provision principal amounts and the Coupon due and payable in respect of the Debentures in such year;

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- (G) The Bank shall ensure that no material change is made to the general nature and conduct of its business from that carried on at the date of this Deed. In case of any material change, the same shall be notified to the Debenture Trustee
- (H) The Bank shall not declare or pay any dividend to its shareholders during any Financial Year unless it has paid the principal amounts and the Coupon due and payable in respect of the Debentures in such year or has made satisfactory provision for such payments;

- (v) On a quarterly basis, the Bank shall furnish the compliance status with respect to financial covenants of the listed debt securities certified by statutory auditor of listed entity to the Debenture Trustee pursuant to Chapter V of the SEBI Master Circular.
- (vi) On a half-yearly certificate alongwith half yearly results from the statutory auditor regarding compliance with all the covenants, in respect of listed non-convertible debt securities, by the statutory auditor, along with the financial results in the manner specified by SEBI from time to time.
- (vii) The Bank hereby covenants and undertakes that it shall furnish the documents/ information/ reports/ certificates, as applicable and as may be requested by the Debenture Trustee, to enable the Debenture Trustee to submit the same to the Stock Exchange(s) within such timelines as prescribed under Chapter II and Chapter IV of the SEBI Master Circular, (including any amendments or restatements thereof).
- (viii) The Bank shall submit a due diligence certificate issued by the Debenture Trustee, in the applicable format prescribed under Schedule IVA of the SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021 and necessary certificates/ reports to the Stock Exchange, on or prior to issuing the General Information Document and the Key Information Document.

(c) **Financial Covenants and Conditions**

(i) **DEBENTURES TO RANK PARI PASSU**

The Debentures under each Series shall rank *pari passu*, inter se, without any preference or priority of one over the other or others of them.

(ii) **INTEREST ON APPLICATION MONEY**

The Bank shall be liable to pay the Debenture Holders, interest on application money at the rate of 11.10% (Eleven Decimal Point One Zero percent) per annum (subject to deduction of tax deducted at source as per the Income Tax Act, 1961) for the period commencing from the date on which the Debenture Holders have made payment of the application monies in respect of the Debentures to the Bank and ending on 1 (One) day prior to the Deemed Date of Allotment. Provided however, where the pay-in date of the subscription monies in relation to the Debentures and the Deemed Date of Allotment are the same, no interest on application money would be required to be paid.

(iii) **Default Interest**

- (a) All Payments due in respect of the Debentures shall, in case the same be not paid on the respective Due Dates, carry further interest at the rate of 2% (Two percent) per annum, computed from the relevant Due Date up to the date on which such monies are paid or realised by the Debenture Holder(s) ("Default Interest"). It is clarified that any Default Interest which becomes payable in terms hereof shall be payable over and above the Coupon payable at the Coupon Rate.

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- (b) If, at any time, any other Event of Default (other than as specified under sub-clause (a) above) occurs, the Bank agrees to pay an additional coupon at the rate of 1% (One Percent) per annum over and above the applicable Coupon Rate on all amounts outstanding from the date of occurrence of such a breach/default, up to the date on which the Debentures are redeemed in full or the Event of Default has been cured.
- (c) Where the Bank fails to execute the Debentures Trust Deed within the period specified by SEBI, then without prejudice to any liability arising on account of violation of the provisions of the Securities and Exchange Board of India Act, 1992 and the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, the Bank shall also pay, subject to Applicable Law, interest of at least 2% (Two Percent) per annum or such other rate, as specified by SEBI to the Debenture Holders, over and above the Coupon Rate, till the execution of the Debentures Trust Deed.

(iv) SUBORDINATED DEBT

The Issue is being made pursuant to the Basel II guidelines as contained in the New Capital Adequacy Framework and the SFB Guidelines and is eligible for inclusion in the Lower Tier II Capital of the Bank. The claims of the investors in Debentures shall:

- (a) be senior to the claims of investors in instruments eligible for inclusion in Tier I Capital and Upper Tier II Capital of the Bank;
- (b) Subject to (a) above, be subordinated to the claims of the other creditors of the Bank (including all the depositors, general creditors of the Bank), but shall rank *pari passu* with the claims of other investors holding Lower Tier II Capital instruments of the Bank (whether present or future); and
- (c) rank *pari passu* inter se the Debenture Holders, without preference amongst themselves

(v) TIER II CAPITAL

- (a) The Debentures are being issued by the Bank for raising funds towards its Lower Tier II Capital and accordingly the Debentures will constitute “subordinated debt” of the Bank as understood under the relevant rules and regulations issued by the RBI in this regard particularly under, Annex 5 of the Basel II guidelines as contained in the New Capital Adequacy Framework.
- (b) As the bonds being issued shall be the subordinated debt of the Bank, any clause in this Key Information Document which is not in compliance with the regulations of RBI for permitting a subordinated debt to be treated as Lower Tier II Capital will be deemed to have no force or effect unless prior consent of the RBI is obtained in this regard.

(vi) Coupon

- (a) Coupon Rate

The Debentures shall carry Coupon computed at the Coupon Rate. The Bank shall make payment of Coupon to the Debenture Holders on every Coupon Payment Date.

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(b) Computation of Coupon

All Coupon accruing on the face value of the Debenture shall accrue from day to day and be calculated based on actual/actual day count convention, at the Coupon Rate and rounded up to the nearest Rupee

(c) Business Day Convention

If any of the Coupon Payment Dates falls on a day which is not a Business Day, the payment to be made on such Due Date shall be made on the next Business Day, except where the Maturity Date falls on a day which is not a Business Day, in which case all payments to be made on the Maturity Date (including accrued Coupon) shall be made on the immediately preceding Business Day. It is hereby clarified that any payments shall also be subject to the day count convention as per the SEBI Debt Listing Regulations

(vii) **REDEMPTION**

The Debentures shall be taken as fully redeemed on payment of the Redemption Amount by the Bank on the Maturity Date. Such payment shall be a legal discharge of the liability of the Bank towards the Debenture Holders. The principal amount for each Debenture shall be equal to the face value of the said Debenture

(viii) **PAYMENTS**

Payments will be made on Due Date(s) to the Debenture Holders whose names appear on the register of debenture holders maintained by the registrar and transfer agent as at the end of the Record Date and in case of joint holders of Debentures to the one whose name stands first in the Register of Debenture Holders. Such payments shall be made by credit through the NEFT / RTGS/ electronic fund transfer system permitted by RBI.

(ix) **LISTING OF THE DEBENTURES**

- (a) The Bank shall list the Debentures on the Negotiated Trade Reporting Platform under New Debt Market of the NSE within a maximum period of 3 (Three) Business Days of the Deemed Date of Allotment.
- (b) In case of a delay by the Bank in listing the Debentures beyond the aforesaid timelines, the Bank shall make payment to the Debenture Holders of 1% (One Percent) per annum over the Coupon Rate from the relevant Deemed Date of Allotment till the listing of such Debentures, subject to Applicable Law.
- (c) The Bank shall ensure that the Debentures continue to be listed on the Negotiated Trade Reporting Platform under New Debt Market of the NSE.

(x) **NOMINEE DIRECTOR**

The Debenture Trustee shall have a right to appoint a nominee Director on the Board of Directors of the Bank (hereinafter referred to as the "Nominee Director") and the Bank shall do all such acts and deeds as are necessary under the Applicable Laws, or otherwise, for giving effect to such appointment, in accordance with the provisions of the Securities and Exchange Board of India (Debenture Trustee) Regulations, 1993 and under the relevant rules issued under the Act in the event of:

- (a) 2 (Two) consecutive defaults in payment of Coupon to the Debenture Holders; or
- (b) Any default on the part of the Bank in redemption of the Debentures.

The Nominee Director so appointed shall not be liable to retire by rotation nor shall be required to hold any qualification shares. The Bank shall take steps to amend its articles of association for the purpose if necessary.

The bank shall appoint the person nominated by the debenture trustee(s) in terms of clause (e) of sub-regulation (1) of regulation 15 of the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993, as a director on its Board of Directors at the earliest and not later than one month from the date of receipt of nomination from the debenture trustee(s) as to appointment of Nominee Director.

(xi) TRANSFER OF DEBENTURES

- (a) The Debentures shall be freely transferable and transmittable by the Debenture Holders in whole or in part without the prior consent of the Bank. The Debenture Holders shall also have the right to novate, transfer or assign its rights and/or the benefits under the Transaction Documents upon such transfer/transmission of the Debentures.
- (b) It is clarified that the Bank shall not assign any of the rights, duties or obligations under this Key Information Document or in relation to the Debentures without the prior written consent of the Debenture Trustee (acting on the instructions of all the Debenture Holder(s))

(xii) DEBENTURES FREE FROM EQUITIES

Each Debenture Holder will be entitled to its Debentures free from equities or cross claims by the Bank against the original or any intermediate holders thereof.

(xiii) DEBENTURE HOLDER NOT ENTITLED TO SHAREHOLDERS' RIGHTS

The Debenture Holders shall not be entitled to any of the rights and privileges available to the shareholders of the Bank (including right to receive notices of or to attend and vote at the general meetings or to receive annual reports of the Bank) other than those available to them under the Act.

(xiv) VARIATION OF DEBENTURE HOLDERS' RIGHTS

The rights, privileges and conditions attached to the Debentures may be varied, modified or abrogated with the consent in writing of the Majority Debenture Holders, which consent shall be obtained by the Debenture Trustee.

(xv) RIGHT TO RE-PURCHASE AND RE-ISSUE THE DEBENTURE BY THE ISSUER

The Bank subject to the prevailing guidelines, rules/regulations of RBI, SEBI and other authorities, shall have the option from time to time to repurchase a part or all of the Debentures from the secondary markets or otherwise, on prior mutual consent(s) from the Debenture Holder(s), at any time prior to the date of maturity subject to prior written consent of the RBI.

In the event of a part or all of its Debentures being repurchased as aforesaid or redeemed under any circumstances whatsoever, the Issuer shall have, and shall be deemed to have had, the power to reissue the Debentures either by reissuing the same Debentures or by issuing other Debentures in their place.

Further the Bank, in respect of such repurchased/redeemed Debentures shall have the power exercisable either for a part or all of those Debentures, to cancel, keep alive, appoint nominee(s) to hold or reissue at such price and on such terms and conditions as it may deem fit and as permitted by the Applicable Law.

(xvi) RE-ISSUANCE

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The Bank reserves the right to make multiple issuance under the same ISIN with reference to Chapter VIII of the Debenture Master Circular time. The issue can be made either by way of creation of fresh ISIN or by way of issuance under the existing ISIN at premium / par / discount as the case may be.

6.4 EVENTS OF DEFAULT

If one or more of the events specified herein under happens, the Debenture Trustee shall, upon request in writing of the Majority Debenture Holder(s) and subject to Applicable Law, be entitled to call an 'Event of Default' by issuing a notice in writing to the Bank (hereinafter each an **"Event of Default"** and collectively, **"Events of Default"**) and take actions as set out in Clause 6.5 (Consequences of Events of Default) and Clause 6.3(c)(X) (Nominee Director):

- (a) If the Bank does not pay on the Due Date(s) any amount payable in terms of the Transaction Documents at the place at and in the currency in which it is expressed to be payable, unless its failure to pay is caused by technical error and payment is made within 1 (One) Business Day of the relevant Due Date;
- (b) The Bank admits in writing its inability to pay its debts as they fall due or suspends making payments on any of its debts or by reason of actual financial difficulties commences negotiations with one or more creditors with a view to rescheduling its indebtedness;
- (c) Any Transaction Documents in whole or in part, becomes invalid or ceases to be a legally valid, binding and enforceable obligation of the Bank ;
- (d) It is or becomes unlawful for the Bank to perform any of its obligations under the Transaction Documents and/or any obligation or obligations of the Bank under any Transaction Document are not or cease to be valid, binding or enforceable;
- (e) Any representation or warranty made by the Bank in any Transaction Document or in any certificate, financial statement or other document delivered to the Debenture Trustee/ Debenture Holders by the Bank is incorrect, false or misleading in any respect made or deemed made;
- (f) The Bank repudiates any of the Transaction Documents, or evidence an intention to repudiate any of the Transaction Documents;
- (g) The occurrence of a Material Adverse Effect and such Material Adverse Effect has not been remedied or rectified within a period of 15 (Fifteen) calendar days from the date of receipt of notice from the Debenture Trustee;
- (h) 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, winding-up, insolvency, dissolution, administration or reorganization (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Bank; or
 - (ii) a composition, compromise, assignment or arrangement with any creditor of the Bank; or
 - (iii) the appointment of a liquidator, receiver, or other similar officer in respect of a composition, compromise, assignment or arrangement with any creditor of the Bank; or
 - (iv) enforcement of assets of the Bank or any analogous procedure or step is taken in any jurisdiction; or
 - (v) any other event occurs or proceeding is instituted that under any Applicable Law would have an effect analogous to any events listed in paragraphs (i), (ii), (iii) and/or (iv) above
- (i) Any proceedings in relation to bankruptcy or insolvency of the Bank are initiated (voluntarily or involuntarily);
- (j) Any order is made by any Governmental Authority, or any resolution is passed by the shareholders of the Bank, for the winding-up of the Bank;

- (k) Surrender, revocation or suspension of the Bank's certificate of registration as an SFB by the Reserve Bank of India, save and except the voluntary surrender of such certificate in the event the Bank becomes a universal bank in accordance with applicable regulatory requirements;
- (l) The de-listing of the Debentures at any point of time prior to the Final Redemption Date;
- (m) The Bank ceases to carry on its business or any substantial part thereof or gives notice of its intention to do so;
- (n) If a petition is filed for the winding up of the Bank under the Companies Act, 2013 and the same is not stayed or dismissed within a period of 15 (Fifteen) days of its filing;
- (o) Failure of the Bank to make payment in respect of any borrowing appearing in the balance sheet of the Bank (including any borrowing availed by way of issuance of non-convertible debentures but excluding the borrowing availed by the Bank pursuant to the issuance of Debentures under the Issue) owed to any financial creditor and which failure, in the reasonable opinion of the Debenture Trustee, could adversely affect the performance by the Bank of its obligations in respect of the Debentures;
- (p) Breach of any representations, covenants or undertaking of the Bank in the Transaction Documents other than as set out in clause (a) to clause (o) hereinabove.

6.5 Consequences of Events of Default

- (a) Upon the occurrence of any Event of Default under this Key Information Document, the Bank shall have 15 (Fifteen) calendar days from the date of receipt of notice from the Debenture Trustee to rectify such Event of Default during which time the Debenture Trustee shall not take any action under the Transaction Documents with respect to the enforcement of security, recovery of the Redemption Amount or enforcement of any other provisions of the Transaction Documents ("**Cure Period**").

Provided that there shall be no Cure Period in respect of an Event of Default under Clause 6.4(a), Clause 6.4(b), Clause 6.4(c) and Clause 6.4(d) of this Key Information Document.

- (b) If the Bank does not rectify an Event of Default within the aforesaid Cure Period (or where there is no Cure Period, upon the occurrence of an Event of Default), **the Debenture Trustee** shall if so directed by the Super Majority Debenture Holder:
 - (i) declare that all or part of the obligations be immediately due and payable, whereupon they shall become immediately due and payable;
 - (ii) accelerate the redemption of the Debentures;
 - (iii) exercise any other right and remedies that the Debenture Trustee and /or Debenture Holder(s) may have under the Transaction Documents or under Applicable law including in relation to entering into the inter-creditor agreement with the creditors of the Bank (provided under the framework specified by the Reserve Bank of India and the voting of which shall be through show of hands or poll or through such other manner as the Majority Debenture Holder/s may deem fit) and in relation to Recovery Expense Fund pursuant to the SEBI DT Master Circular, as amended, modified or replaced from time to time or any other rights and remedies as Debenture Holder may deem fit without intervention of the Court and without having to obtain any consent of the Bank.
- (c) If any Event of Default or any event which, after the notice, or lapse of time, or both, would constitute an Event of Default has occurred, the Bank shall, promptly give notice thereof to the Debenture Trustee, in writing, specifying the nature of such Event of Default.
- (d) The Debenture Trustee shall take necessary action of entering into the intercreditor agreement ("**ICA**") or take any other action as decided in the meeting of Debenture Holder(s) based on the decision of the Debenture Holder(s) with Special Majority, including the decision of formation of a representative committee of the Debenture Holder(s) to participate in the ICA or as may be decided in the meeting

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of Debenture Holder(s). Such a committee, if decided to be formed, may comprise of the designated members representing the interest of the ISIN level Debenture Holder(s) under the Debentures and be responsible to take decisions which shall be binding on the specific ISIN level Debenture Holder(s) relating to ICA matters, or take any other action as may be decided by the Debenture Holder(s), from time to time.

- (e) The Debenture Trustee(s) may in accordance with the decision of the Debenture Holder(s), sign the ICA and consider the resolution plan, if any, on behalf of the Debenture Holder(s)/ beneficial owners in accordance with the requirements under the extant RBI guidelines, SEBI circulars, guidelines and other Applicable Laws.
- (f) The Debenture Trustee after obtaining consent of Debenture Holder(s) for enforcement shall inform the designated stock exchange seeking release of the Recovery Expense Fund. The Debenture Trustee shall follow the procedure set out in the SEBI DT Master Circular for utilisation of the Recovery Expense Fund and be obligated to keep proper account of all expenses, costs including but not limited to legal expenses, hosting of meetings etc., incurred out of the Recovery Expense Fund.

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

The DD will be carried out as per SEBI DT Master Circular and other circulars issued by SEBI from time to time. This would broadly include the following:

- Chartered Accountant (CA) appointed by Debenture Trustee will conduct independent DD as per scope provided, regarding Security offered by the Issuer, as may be applicable.
- CA will ascertain, verify, and ensure that the asset offered as security by the Issuer is / are free from any encumbrances or necessary permission / consent / NOC has been obtained from all existing charge holders, as may be applicable.
- CA will conduct independent DD on the basis of data / information provided by the Issuer.
- CA will, periodically, undertake DD as envisaged in the applicable SEBI circulars depending on the nature of security, as may be applicable.
- On the basis of the CA's report / finding DD certificate will be issued by Debenture Trustee and will be filed with the relevant Stock Exchanges.
- Disclaimers would be incorporated to the effect that:
 - a. The Debenture Trustee in no way guarantees / assures full recovery / partial of either principal or interest.
 - b. DD conducted is premised on data / information made available to the Debenture Trustee appointed - agency and there is no onus of responsibility on Debenture Trustee or its appointed agency for any acts of omission / commission on the part of the Bank.

6.7 Fees charged by the Debenture Trustee : Initial Acceptance Fee of Rs. 1,50,000/- and annual fee of Rs. 50,000/-

SECTION 7:

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 DEBENTURES ISSUED UNDER THIS KEY INFORMATION DOCUMENT IN RESPECT OF WHICH THIS KEY INFORMATION DOCUMENT IS BEING ISSUED

NA

Confidential

SECTION 8: DECLARATION

PART A

The Bank declares as of the date of this Key Information Document that all the relevant provisions in the regulations/guideline issued by SEBI and other applicable laws have been complied with and no statement made in this 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 Bank.

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 ESAF Small Finance Bank Limited



Name: Kadambelil Paul Thomas
Designation: Managing Director and CEO

Date: July 14, 2025
Place: Thrissur

PART B

DECLARATION BY THE AUTHORISED PERSONS THAT-

- i. Nothing in this Key Information Document is contrary to the provisions of the Securities Contracts (Regulation) Act, 1956 and the Securities and Exchange Board of India Act, 1992, Companies Act 2013 and the rules and regulations made thereunder;
- ii. the Bank has complied with the provisions of the Securities Contracts (Regulation) Act, 1956 and the Securities and Exchange Board of India Act, 1992, Companies Act 2013 and the rules made thereunder;
- iii. the compliance with the said Act and the rules made thereunder do not imply that payment of dividend or interest or repayment of preference shares or debentures, if applicable, is guaranteed by the Central Government;
- iv. the monies received under the offer shall be used only for the purposes and objects indicated in this Key Information Document;
- v. 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;
- vi. 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 within the Board of Directors

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

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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.

We, Mr. Kadambelil Paul Thomas, Managing Director and CEO and Mr. Gireesh C P, Executive Vice President – Finance and Chief Financial officer are duly authorized by the Board of Directors of the Bank vide resolution dated March 08, 2024, copy of which is attached hereto as **Annexure VII**, to sign this form and declare that all the requirements of Companies Act, 2013 and the rules made thereunder in respect of the subject matter of this form and matters incidental thereto have been complied with. Whatever is stated in this 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.

Signed

For ESAF Small Finance Bank Limited

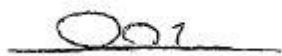


Authorised Signatory

Name: Kadambelil Paul Thomas

Designation: Managing Director and CEO

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Authorised Signatory

Name: Gireesh C P

Designation: Executive Vice President – Finance and Chief Financial officer

Encl:

1. Disclosure prescribed under PAS-4 of Companies (Prospectus and allotment of securities) Rules, 2014
2. Due Diligence Certificate for Debentures issued under this Key Information Document issued by the Debenture Trustee
3. Rating Letters, Rating Rationales and detailed Press Releases from the Rating Agencies for Credit Rating and Rating Rationale
4. List of documents executed in relation to the Issue
5. Trustee Consent Letter
6. In-principle approval from NSE
7. Board Resolution and Shareholder's Resolutions

ANNEXURE I: APPLICATION FORM

ESAF SMALL FINANCE BANK LIMITED

(Incorporated on May 05, 2016, a public limited company incorporated under the Companies Act, 2013)

Registered Office: Building No.VII/83/8, ESAF Bhavan, Thrissur – Palakkad National Highway, Mannuthy,
Thrissur - 680651

Telephone No.: 0487 7123456

Website: www.esafbank.com

SERIES 1 DEBENTURES APPLICATION FORM SERIAL NO.								
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Issue of Listed, Rated, Taxable, Unsecured, Transferable, Redeemable, Fully Paid Up, Basel II Compliant Lower Tier II Subordinated Bonds in the nature of of Non-Convertible Debentures of face value of Rs. 1,00,000/- (Rupees One Lakh only) each, aggregating up to Rs. 100,00,00,000/- (Rupees One Hundred Crores only) (the “Debentures”) which includes a green shoe option to retain over subscription of Listed, Rated, Taxable, Unsecured, Transferable, Redeemable, Fully Paid Up, Basel II Compliant Lower Tier II Subordinated Bonds aggregating up to Rs. 50,00,00,000/- (Rupees Fifty Crores Only) in the nature of non-convertible debentures on a private placement basis (the “Issue”).

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

Debtenture Series	1
No. of Debtentures applied (in figures)	[●]
No. of Debtentures applied (in words)	[●]
Amount (Rs. In figures)	[●]
Amount (Rs. In words)	[●]
NEFT/RTGS Details	[●]
Date on which funds are transferred to ESAP Small Finance Bank Limited	[●]

APPLICANT'S NAME IN FULL (CAPITALS) SPECIMEN SIGNATURE

[illegible]

APPLICANT'S ADDRESS

[illegible]

APPLICANT'S PAN/GIR NO. IT CIRCLE/WARD/DISTRICT

WE ARE ☐ BANKING COMPANY ☐ INSURANCE COMPANY ☐ OTHERS ☐ SPECIFY _____

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 August 24, 2023

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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. We request you to please place our name(s) on the Register of Debenture Holders.

Name of the Authorised Signatory(ies)	Designation	Signature

Applicant's Signature:

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

Bank Name & Branch	<input type="checkbox"/>
Beneficiary Name	<input type="checkbox"/>
Nature of Account	<input type="checkbox"/>
Account No.	<input type="checkbox"/>
IFSC/NEFT Code	<input type="checkbox"/>
UTR No. *	<input type="checkbox"/>

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

We hereby confirm that the payment(s) made towards subscription of the Listed, Rated, Taxable, Unsecured, Transferable, Redeemable, Fully Paid Up, Basel II Compliant Lower Tier II Subordinated Bonds in the nature of non-convertible debentures is made from our bank account(s).

FOR OFFICE USE ONLY	
DATE OF RECEIPT _____	DATE OF CLEARANCE _____

(Note: Cheque and Drafts are subject to realisation)

We the undersigned, are agreeable to holding the Debentures of the Issuer in dematerialised form. Details of my/our Beneficial Owner Account are given below:

DEPOSITORY	NSDL and CDSL
DEPOSITORY PARTICIPANT NAME	
DP-ID	
BENEFICIARY ACCOUNT NUMBER	
NAME OF THE APPLICANT(S)	

Taxpayers PAN / GIR No.	T Circle/Ward/District	<input type="checkbox"/> Not Allotted
<input type="checkbox"/>	<input type="checkbox"/>	
Tax Deduction Status	<input type="checkbox"/> Fully Exempt	<input type="checkbox"/> Tax to be deducted at Source

(i) Tick whichever is applicable:

(a) The Applicant is not required to obtain Government approval under the Foreign Exchanges Management (Non-debt Instrument) Rules, 2019 prior to subscription of shares -

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(b) The Applicant is required to obtain Government approval under the Foreign Exchange Management (Non-debt Instrument) Rules, 2019 prior to subscription of shares and the same has been obtained, and is enclosed herewith –



List of KYC docs. To be attached with the Application Form:

- 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 with specimen signatures certified by the Company Secretary
- Any other document as specified in the Disclosure Documents or as may be demanded by the Bank or as may be required to be provided under Applicable Law by the Applicant

We understand and confirm that the information provided in the General Information Document 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 Debentures to us, our Beneficiary Account as mentioned above would get credited to the extent of 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 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 Issuer shall be entitled at its sole discretion to reject the application.

We understand that we are assuming on our own account, all risk of loss that may occur or be suffered by us including as to the returns on and/or the sale value of the Debentures. We undertake that upon sale or transfer to subsequent investor or transferee ("**Transferee**"), we shall convey all the terms and conditions contained herein and in this Key Information 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.

WE FURTHER UNDERSTAND THAT:

INVESTMENTS IN SUBORDINATED DEBT SECURITIES INVOLVE A DEGREE OF RISK AND INVESTORS SHOULD NOT INVEST ANY FUNDS IN THE DEBENTURES, UNLESS THEY CAN AFFORD TO TAKE RISKS ATTACHED TO SUCH INVESTMENTS. THE DEBENTURES ARE SUBORDINATED DEBT SECURITIES AND NOT FIXED DEPOSITS OF THE BANK AND THEY CANNOT BE USED AS COLLATERAL FOR ANY LOAN MADE BY THE BANK. THE DEBENTURES ARE DIFFERENT FROM FIXED DEPOSITS AND ARE NOT COVERED BY DEPOSIT INSURANCE ISSUED BY THE DEPOSIT INSURANCE AND CREDIT GUARANTEE CORPORATION. UNLIKE THE FIXED DEPOSITS WHERE DEPOSITS ARE REPAYED AT THE OPTION OF DEPOSIT HOLDER, THE DEBENTURES ARE NOT REDEEMABLE AT THE OPTION OF THE DEBENTURE HOLDERS OR WITHOUT THE CONSENT OF THE RESERVE BANK OF INDIA.

By making this application, I/We acknowledge that I/We have understood the terms and conditions of the Issue of Listed, Rated, Taxable, Unsecured, Transferable, Redeemable, Fully Paid Up, Basel II Compliant Lower Tier II Subordinated Bonds in the nature of non-convertible debentures being issued by ESAF Small Finance Bank Limited as disclosed in the General Information Document and Key Information Document.

Applicant's
Signature

FOR OFFICE USE ONLY	
DATE OF RECEIPT _____	DATE OF CLEARANCE _____

(Note : Cheque and Drafts are subject to realisation)

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

ACKNOWLEDGMENT SLIP

Application No: [●]

Date: [●]

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

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 EBP 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 Bank's registered office.
- ▲ All transfers/RTGS must be made payable to the Bank account of the Bank.
- ▲ 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.
- ▲ The application would be accepted as per the terms of the Issue outlined in the 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: **BUILDING NO.VII/83/8, ESAF BHAVAN, THRISSUR-PALAKKAD NATIONAL HIGHWAY, MANNUTHY, THRISSUR, KERALA – 680651.**

ANNEXURE II
DISCLOSURE PRESCRIBED UNDER PAS-4 OF COMPANIES (PROSPECTUS AND ALLOTMENT OF SECURITIES),
RULES, 2014



ESAF SMALL FINANCE BANK LIMITED

CIN: L65990KL2016PLC045669

RBI Registration Number: MUM : 124

PAN Number: AAECE2619Q

(Incorporated on May 05, 2016, a public limited company incorporated under the Companies Act, 2013)

Registered Office: Building No.VII/83/8, ESAF Bhavan, Thrissur – Palakkad

National Highway, Mannuthy, Thrissur – 680651 **Tel:** 0487 7123456

Corporate Office: Building No.VII/83/8, ESAF Bhavan, Thrissur – Palakkad National Highway, Mannuthy, Thrissur – 680651 ; **Tel:** 0487 7123456 ;

Fax: NIL; **Website:** <https://www.esafbank.com/>;

Compliance Officer: Shri.Ranjith Raj P, **Contact details of Compliance Officer:** +91 487 7123 907

e-mail: ranjith.raj@esafbank.com/ secretarial@esafbank.com

This Annexure 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.

PART A

ISSUE OF LISTED, RATED, TAXABLE, UNSECURED, TRANSFERABLE, REDEEMABLE, FULLY PAID UP, BASEL II COMPLIANT LOWER TIER II SUBORDINATED BONDS IN THE FORM OF NON-CONVERTIBLE DEBENTURES (THE “ISSUE”) ON A PRIVATE PLACEMENT BASIS

I. General Information:

ISSUE OPENING DATE	ISSUE CLOSING DATE	PAY-IN DATE
July 16, 2025	July 16, 2025	July 17, 2025

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

Issuer / Bank: ESAF Small Finance Bank Limited

Registered Office: Building No.VII/83/8, ESAF Bhavan, Thrissur- Palakkad National Highway Mannuthy, Thrissur- 680651

Corporate Office: Building No.VII/83/8, ESAF Bhavan, Thrissur- Palakkad National Highway Mannuthy, Thrissur- 680651

Contact Person: Ranjith Raj P

Telephone No.: +91 487 7123 907

Fax: NA

Email: ranjith.raj@esafbank.com/ secretarial@esafbank.com

Website: <https://www.esafbank.com/>

B. Date of Incorporation of the Company:

May 05, 2016

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

- (i) The description of the Bank's Principal Business Activities are as under: Please refer to Section 4 of the General Information Document
- (ii) Details about the subsidiaries of the Bank with the details of \branches or units: Please refer to Section 4 of the General Information Document

D. Brief particulars of the management of the Company:

Details of Board of Directors of the Company & their profile:

Please refer to Section 4 of the General Information Document

Details of Key Management Personnel of the Company & their profile

Please refer to Section 4 of the General Information Document

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

Name of the Director	Designation	DIN	Address of Director	Occupation
Ravimohan Periyakavil Ramakrishnan	Part Time Chairman and Non-Executive Independent Director	08534931	Flat No. N 074, DLF New Town Heights, Seaport Airport Road, Opposite Doordarshan Kendra, Kakkanad P.O, Ernakulam, Kerala, PIN – 682030.	Retired Banker
Kadambelil Paul Thomas	Managing Director & CEO	00199925	Kadambelil House, Mannuthy P.O, Nettissery, Mannuthy, Thrissur, Kerala, PIN – 680651.	Managing Director and CEO
George Kalaparambil John	Executive Director	00694646	Kalaparambil House, Near City Garden, Pattikkad P.O., Thrissur, Kerala, PIN-680652	Executive Director
Thomas Jacob Kalappila	Non-Executive Independent Director	00812892	TC 5/2548(2), Krishna Gardens, Golf Link Road, Kowdiar PO, Trivandrum, Kerala, PIN – 695003.	Professional
Vinod Vijayalekshmi Vasudevan	Non-Executive Independent Director	02503201	TC 4/2483-1, Saket Marappalam, UM Road, Pattom Palace P.O, Trivandrum, Kerala, PIN – 695004.	Private Service
Ravi Venkatraman	Non-Executive Independent Director	00307328	A/4, Plot No. NA-52, New Samrat Society, Andheri Kurla Road, Opposite Vishal Hall, Andheri East, Mumbai, Maharashtra, PIN – 400 069	Private Service

Name of the Director	Designation	DIN	Address of Director	Occupation
Biju Varkkey	Non-Executive Independent Director	01298281	House No. 303, IIM Campus, Vastrapur, Ahmedabad, Gujarat, PIN – 380 015	Faculty, Human Resource Management Area in Indian Institute of Management, Ahmedabad
Kolasseril Chandramohan Ranjani	Non-Executive Independent Director	01735529	Kolasseril House, Neendoor, Vadakkekara, Paravur, Ernakulam, Kerala – 683 513	Private Service
Joseph Vadakkekara Antony	Non-Executive Director	00181554	A-1, Chakolas Marina Apartments, Pandit Karuppan Road, Opp. Chakolas Habitat, Thevara, Ernakulam, Kerala Pin-682013	Retired Banker
Ajayan Mangalath Gopalakrishnan Nair	Non-Executive Nominee Director	09782416	#50/261-C, Shivaganga, House No. 153, Road No. 4-B, Behind Edapally St. George Church, Prashanthinagar, Edapally S.O, Ernakulam, Kerala, PIN – 682 024	Retired Banker
John Samuel	Non-Executive Nominee Director	07725212	N1, Ground Floor, Kailash Colony, Delhi – 110048	Retired from Indian Postal Service

F. Management's perception of Risk Factors:

Please refer to Section 3 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: Ranjith Raj P
Designation: Company Secretary and Compliance Officer
Address: Sreeranjini House, Thaamarassery P.O, Kozhikode - 672573
Phone No.: +91 487 7123 907
Email: ranjith.raj@esafbank.com

I. Registrar of the Issue: MUFG Intime India Private Limited

J. Valuation Agency: N.A

K. Auditors: Please refer to Section 4 of the General Information Document

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

Nil

II. Particulars of the Offer:

Date of passing of Board Resolution and Management Committee Resolution	Date of passing of Board Resolution: March 21, 2025 Date of passing of Management Committee Resolution: July 14, 2025
Date of passing of resolution in general meeting, authorizing the offer of securities	Resolution passed by the Bank's shareholders dated August 14, 2024 in accordance with provisions of the Companies Act, 2013, the Bank has been authorised to raise funds upon such terms and conditions as the Board may think fit for aggregate amounts not exceeding Rs. 7000,00,00,000/- (Rupees Seven Thousand Crores only) until the conclusion of the 9th Annual General Meeting of the Bank.
Kind of securities offered and class of security, the total number of shares or other securities to be issued;	Issue of upto 10,000 (Ten Thousand) Listed, Rated, Taxable, Unsecured, Transferable, Redeemable, Fully Paid Up, Basel II Compliant Lower Tier II Subordinated Bonds in the nature of Non-Convertible Debentures aggregating up to Rs. 100,00,00,000/- (Rupees One Hundred Crores Only) which includes a green-shoe option of up to Rs. 50,00,00,000/- (Rupees Fifty Crores Only)
Price at which the security is being offered, including premium if any, along with justification of the price	Rs. 1,00,000/- (Rupees One Lakh only) 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	Institutional Investors
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	The securities shall be allotted and credited into the demat account of the investor within two days from the Deemed Date of Allotment.		
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	Nil		
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	Nil		
The justification for the allotment proposed to be made for consideration other than cash together with valuation report of the registered valuer	Nil, as the Debentures are being issued for cash		
Amount, which the Company intends to raise by way of securities	Up to Rs. 100,00,00,000/- (Rupees One Hundred Crores) including a green shoe option of up to Rs. 50,00,00,000/- (Rupees Fifty Crores).		
Terms of raising of securities:	Duration, if applicable:	6 years from the Deemed Date of Allotment	
	Rate of Interest:	11.10% p.a.	
	Mode of Payment	NEFT / RTGS	
	Mode of Repayment	Electronic clearing services (ECS)/credit through RTGS system/funds transfer	
Proposed time schedule for which the Issue/private placement offer cum application Letter is valid	Issue Opening Date: July 16, 2025 Issue Closing Date: July 16, 2025 Pay-in Date: July 17, 2025 Deemed Date of Allotment: July 17, 2025		
Purpose and objects of the Issue/Offer	The Issue proceeds equivalent to 100% of the funds raised by the Issue will be to augment the Tier II Capital of the Issuer for strengthening the Issuer's capital adequacy and enhancing the Issuer's long-term resources and for the regular business activities of the Issuer.		
Contribution being made by the Promoters or directors either as part of the offer or separately in	Not Applicable		

furtherance of such objects						
Principal terms of assets charged as security, if applicable	Not Applicable					
The details of significant and material orders passed by the Regulators, Courts and Tribunals impacting the ongoing concern status of the Company and its future operations	Nil					
The pre-issue and post issue shareholding pattern of the company (as on date)	Sr. No	Category	Pre-issue		Post-issue	
			No. of shares held	(%) of shareholding	No. of shares held	(%) of shareholding
	A	Promoters' holding			The shareholding pattern of the Bank shall remain unchanged after the Issue. The Debentures being non-convertible, there will be no change in the paid-up capital due to conversion and there will be no change in the balance of the share premium account.	
	1	Indian				
		Individual	3,13,56,784	6.08		
		Bodies Corporate	29,49,80,055	57.23%		
		Sub-total	32,63,36,839	63.31%		
	2	Foreign promoters				
		Sub-total (A)	32,63,36,839	63.31%		
	B	Non-promoters' holding				
	1	Institutional Investors	2,71,72,148	5.27%		
	2	Non-Institutional Investors	-	-		
		Private Corporate Bodies	-	---		
		Directors and relatives	-	-		
		Indian public	10,54,70,323	20.46%		
		Others (including Non-resident Indians)	5,64,48,142	10.96%		
		Sub-total (B)	18,90,90,613	36.69%		
		GRAND		100%		

		TOTAL	51,54,27,452		
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III. Mode of payment for subscription:

(a) For issuance in accordance with the EBP Guidelines - NEFT/RTGS/Electronic bank transfers on the EBP platform.

(b) For issuance outside the EBP Platform - Applicants can remit the application amount through RTGS / NEFT on Pay-in Date. The RTGS details of the Issuer are as under: NA

Beneficiary Name	ESAF Small Finance Bank Limited
Bank Account No.	
IFSC Code	
Bank Name	
Branch Address	

IV. 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	Not Applicable										
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	To the best of the knowledge of the Issuer, there are no claims, investigations or proceedings before any court, tribunal or governmental authority in progress or pending against or relating to the Issuer during the last 3 (Three) years, which would have a material adverse effect on the ability of the Bank to make the scheduled payments in relation to the Debentures.										
Remuneration of directors (during the current year and last 3 (three) financial years)	<table> <tr> <th>Financial Year</th><th>Amount</th></tr> <tr> <td>2022-23</td><td>Rs. 313 Lakhs</td></tr> <tr> <td>2023-24</td><td>Rs. 330 Lakhs</td></tr> <tr> <td>2024-25</td><td>Rs.351.41 Lakhs</td></tr> <tr> <td>2025-26</td><td>Rs.69.24 Lakhs</td></tr> </table>	Financial Year	Amount	2022-23	Rs. 313 Lakhs	2023-24	Rs. 330 Lakhs	2024-25	Rs.351.41 Lakhs	2025-26	Rs.69.24 Lakhs
Financial Year	Amount										
2022-23	Rs. 313 Lakhs										
2023-24	Rs. 330 Lakhs										
2024-25	Rs.351.41 Lakhs										
2025-26	Rs.69.24 Lakhs										
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	As per Note 1 hereto.										
Summary of reservations or qualifications or adverse remarks of auditors in the last 5 (five)	NIL										

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	
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.	NIL
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	NIL

V. Financial Position of the Company:

The capital structure of the company in the following manner in a tabular form: The authorised, issued, subscribed and paid up capital (number of securities, description and aggregate nominal value)	Share Capital (as on 31.03.2025)	Rs. (in Crore)
	Authorised 60,00,00,000 Equity Shares of Rs.10 each	600
	Issued, Subscribed and Fully Paid- up 515427452 Equity Shares of Rs.10 each	515.42
Size of the Present Offer	Up to Rs. 100,00,00,000/- (Rupees One Hundred Crores Only) including a green shoe option of up to Rs. 50,00,00,000/- (Rupees Fifty Crores Only).	
Paid-up Capital: a. After the offer: b. After the conversion of Convertible Instruments (if applicable)	The paid-up share capital after the Issue will remain unchanged.	
Share Premium Account: a. Before the offer: b. After the offer:	Debentures being Non-Convertible, there will be no change in the balance of the share premium account.	
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	As per Section 2(G) of this Key Information Document	

Details of allotments made by the Company in the last one year prior to the date of the private placement offer cum application letter for consideration other than cash and details of the consideration in each case.	NIL												
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	<div>(in Crores)</div> <table><tr><th>Year</th><th>PBT</th><th>PAT</th></tr><tr><td>2024-25</td><td>(692.97)</td><td>(521.39)</td></tr><tr><td>2023-24</td><td>570.41</td><td>425.57</td></tr><tr><td>2022-23</td><td>406.04</td><td>302.33</td></tr></table>	Year	PBT	PAT	2024-25	(692.97)	(521.39)	2023-24	570.41	425.57	2022-23	406.04	302.33
Year	PBT	PAT											
2024-25	(692.97)	(521.39)											
2023-24	570.41	425.57											
2022-23	406.04	302.33											
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)	<div>(in Crores)</div> <table><tr><th>Year</th><th>Dividend</th></tr><tr><td>2024-25</td><td>NIL</td></tr><tr><td>2023-24</td><td>36.03</td></tr><tr><td>2022-23</td><td>NIL</td></tr></table> <p>Being a Banking company interest service coverage Ratio is not comparable, hence not disclosed.</p>	Year	Dividend	2024-25	NIL	2023-24	36.03	2022-23	NIL				
Year	Dividend												
2024-25	NIL												
2023-24	36.03												
2022-23	NIL												
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	Refer Section 2 of this Key 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	Refer Section 2 of this Key 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	None												

Note 1: Related party transactions entered during the last 3 (three) financial years immediately preceding the year of issue of private placement offer cum application letter including with regard to loans made or, guarantees given or securities provided

Please refer to Section 4 of the General Information Document

Note 2: (a) Profits of the Company, before and after making provision for tax, for the 3 (three) financial years immediately preceding the date of issue of private placement offer cum application letter (b) 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) and (c) summary of the financial position of the Company as in the 3 (three) audited balance sheets immediately preceding the date of issue of private placement offer cum application letter

Please refer to Section 4 of the General Information Document

Note 3: Audited Cash Flow Statement for the 3 (three) years immediately preceding the date of issue of private placement Offer cum application letter:

Please refer to Section 4 of the General Information Document

PART B— APPLICATION LETTER*

(To be filed by the Applicant)

- (i) Name
- (ii) Father's name
- (iii) Complete Address including Flat/House Number, street, Locality, pin Code

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

- (iv) Phone number, if any
- (v) email ID, if any
- (vi) PAN Number
- (vii) Bank Account Details
- (viii) 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

Signature

Initial of the Officer of the company designated to keep the record

***Addressed applicants may please send the dully filled and signed Application Form (enclosed as Annexure) to our corporate office address- BUILDING NO.VII/83/8,ESAF BHAVAN, THRISSUR-PALAKKAD NATIONAL HIGHWAY, MANNUTHY, THRISSUR, KERALA 680651**

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Declaration

The Company and each of the directors of the Company hereby confirm and declare 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 do not imply that payment of dividend or interest or repayment of preference shares or debentures, if applicable, is guaranteed by the Central Government; and
- (c) the monies received under the offer shall be used only for the purposes and objects indicated in the private placement offer cum application letter;
- (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 subscribing to the Memorandum of Association and Articles of Association
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 within the Board of Directors.

I, Kadambelil Paul Thomas, am duly authorised by the Board of Directors of the Company *vide* resolution dated March 21, 2025 read with the resolution passed by the Management Committee of the Board dated July 14, 2025, copies of which are attached hereto under Annexure VII, to sign this form and declare that all the requirements of Companies Act, 2013 and the rules made thereunder in respect of the subject matter of this form and matters incidental thereto have been complied with. Whatever is stated in this form and in the attachments thereto is true, correct and complete and no information material to the subject matter of this Key Information Document has been suppressed or concealed and is as per the original records maintained by the Promoters subscribing to the Memorandum of Association and Articles of Association .

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

The Issuer also declares 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 Companies Act, 2013 (18 of 2013), the Securities Contracts (Regulation) Act, 1956 (42 of 1956) and the Securities and Exchange Board of India Act, 1992 (15 of 1992) and the rules and regulations made thereunder 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 the information available with the Issuer. The extent of disclosures made in this Key Information Document with disclosures permitted by regulatory authorities to the issue of securities made by the companies in the past.

For, ESAF Small Finance Bank Limited,



Name: Kadambelil Paul Thomas
Designation: Managing Director and CEO

Date: July 14, 2025
Place: Thrissur

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

ANNEXURE III: PRESS RELEASE AND RATING RATIONALE

[As attached separately]

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

ANNEXURE IV: DEBENTURE TRUSTEE AGREEMENT AND TRUSTEE CONSENT LETTER

[As attached separately]

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

ANNEXURE V: LATEST AUDITED AND LIMITED REVIEW FINANCIAL STATEMENTS

[As attached separately]

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

ANNEXURE VI: DETAILS OF SHAREHOLDING

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

ANNEXURE VII: SHAREHOLDERS' RESOLUTION AND BOARD RESOLUTION

[As attached separately]

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