

## ISSUE STRUCTURE

The following are the key terms of the NCDs. This section should be read in conjunction with, and is qualified in its entirety by more detailed information in “*Terms of the Issue*” on page 180.

The NCDs being offered as part of the Issue are subject to the provisions of the SEBI NCS Regulations, the Listing Agreement, SEBI LODR Regulations, and the Companies Act, 2013, the RBI Act, the terms of this Prospectus, the Prospectus, the Application Form, the terms and conditions of the Debenture Trustee Agreement and the Debenture Trust Deed, and other applicable statutory and/or regulatory requirements including those issued from time to time by SEBI, RBI, the GoI, and other statutory/regulatory authorities relating to the offer, issue and listing of NCDs and any other documents that may be executed in connection with the NCDs.

The key common terms and conditions of the Term Sheet are as follows:

Security Name	Secured Redeemable Non-Convertible Debentures (NCD)
Issuer Company	UGRO Capital Limited
Lead Manager	Tipsons Consultancy Services Private Limited
Debenture Trustee	Mitcon Credentia Trusteeship Services Limited
Registrar to the Issue	Link Intime India Private Limited
Type of instrument/ Name of the security/ Seniority	Rated, senior, secured, listed, transferable, redeemable, non-convertible debentures
Nature of the instrument (Secured or Unsecured)	Secured
Seniority (Senior or Subordinated)	Senior
Mode of Issue	Public Issue
Mode of Allotment	In dematerialised form
Mode of Trading	NCDs will be traded in dematerialised form
Eligible investors	<p>Eligible Investors The following categories of persons are eligible to apply:</p> <p><b>Category I Institutional Investors</b></p> <ul style="list-style-type: none"> <li>• Public financial institutions, scheduled commercial banks, Indian multilateral and bilateral development financial institution which are authorised to invest in the NCDs;</li> <li>• Provident funds, pension funds with a minimum corpus of ₹250 million, superannuation funds and gratuity funds, which are authorised to invest in the NCDs;</li> <li>• Alternative Investment Funds, subject to investment conditions applicable to them under the Securities and Exchange Board of India (Alternative Investment Funds) Regulations, 2012;</li> <li>• Mutual Funds registered with SEBI;</li> <li>• Resident Venture Capital Fund registered with SEBI</li> <li>• Insurance Companies registered with IRDA;</li> <li>• Resident Venture Capital Funds registered with SEBI;</li> <li>• Insurance Companies registered with IRDA;</li> <li>• State industrial development corporations;</li> <li>• Insurance funds set up and managed by the army, navy, or air force of the Union of India;</li> <li>• Insurance funds set up and managed by the Department of Posts, the Union of India;</li> <li>• Systemically Important Non-Banking Financial Company, a nonbanking financial company registered with the Reserve Bank of India and having a net-worth of more than ₹5,000 million as per the last audited financial statements;</li> <li>• 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.</li> </ul> <p><b>Category II Non-Institutional Investors</b></p>

	<ul style="list-style-type: none"> <li>• Companies within the meaning of Section 2(20) of the Companies Act, 2013</li> <li>• Statutory Bodies/ Corporations and Societies registered under the applicable laws in India;</li> <li>• Co-operative banks and regional rural banks;</li> <li>• Public/private charitable/ religious trusts which as authorised to invest in the NCDs;</li> <li>• Scientific and/or industrial research organisations which as authorised to invest in the NCDs;</li> <li>• Partnership firms in the name of the partners;</li> <li>• Limited liability partnerships formed and registered under the provisions of the Limited Liability Partnership Act, 2008 (No. 6 of 2009);</li> <li>• Association of Persons;</li> <li>• Any other incorporated or un-incorporated body of Persons.</li> </ul> <p><b>Category III High Networth Individual, (“HNIs”), Investors</b></p> <ul style="list-style-type: none"> <li>• Resident Indian individuals or Hindu Undivided Families through the Karta applying for an amount aggregating to above ₹1 million across all series of NCDs in Issue.</li> </ul> <p><b>Category IV Retail Individual Investors</b></p> <ul style="list-style-type: none"> <li>• Resident Indian individuals or Hindu Undivided Families through the Karta applying for an amount aggregating up to and including ₹1 million across all series of NCDs in Issue and shall include Retail Individual Investors, who have submitted bid for an amount not more than ₹500,000 in any of the bidding options in the Issue (including HUFs applying through their Karta and does not include NRIs) though UPI Mechanism.</li> </ul> <p>Please note that it is clarified that Persons Resident outside India shall not be entitled to participate in the Issue and any applications from such persons are liable to be rejected.</p>
Listing (name of stock Exchange(s) where it will be listed and timeline for listing)	<p>NSE &amp; BSE;</p> <p>NCDs will be listed within 6 (six) working days from the Issue Closure Date as per the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulation, 2021, as amended.</p>
Rating of the Instrument	“IND A+/Stable” by India Ratings and Research Private Limited
Issue Size	₹ 10,000 lakh with an option to retain over-subscription up to ₹ 10,000 lakh, aggregating to a total of ₹ 20,000 lakh.
Minimum subscription	<p>In terms of the SEBI NCS Regulations, for an issuer undertaking a public issue of debt securities the minimum subscription for public issue of debt securities shall be 75% of the Base Issue Size. If Company does not receive the minimum subscription of 75% of the Base Issue Size, prior to the Issue Closing Date, the entire subscription amount shall be unblocked in the Applicants ASBA Account within 8 (Eight) Working Days from the Issue Closing Date or such time period as may be specified by SEBI.</p> <p>The refunded subscription amount shall be credited only to the account from which the relevant subscription amount was remitted. In the event, there is a delay by the Company in unblocking the aforesaid ASBA Account within the prescribed time limit, Company will pay interest at the rate of 15% (Fifteen percent) per annum for the period of delay.</p>
Option to retain Oversubscription Amount	In accordance with Regulation 42 of the SEBI NCS Regulations and the corporate authorisations of the Company, the Company has the option to retain over-subscription up to ₹ 10,000 lakh, such that the aggregate issue of the NCDs does not exceed ₹ 20,000 lakh.
Objects of the Issue / Purpose for which there is requirement of funds	Please refer the Section named "Objects of the Issue" on page 74.

Details of utilisation of the proceeds	Please refer the Section named "Objects of the Issue" on page 74.		
Coupon / Interest Rate	The coupon / interest rate applicable on the NCDs is as follows:		
	<b>Series I</b>	<b>Series II</b>	<b>Series III</b>
	10.15% (Ten decimal One Five percent) per annum payable monthly (10.64% (Ten Decimal Six Four percent) XIRR)	10.25% (Ten decimal Two Five percent) per annum payable monthly (10.75% (Ten decimal Seven Five percent) XIRR)	10.40% (Ten decimal Four Zero percent) per annum payable monthly (10.91% (Ten decimal Nine One percent) XIRR)
Step Up/Step Down Coupon Rate	N.A.		
Coupon/Interest Payment Frequency	<b>Series I</b>	<b>Series II</b>	<b>Series III</b>
	Monthly	Monthly	Monthly
Coupon / Interest payment dates	The indicative interest payment dates shall be set out under Annexure I of the Prospectus.		
(Cumulative / non-cumulative, in case of dividend)	NA		
Coupon Type (Fixed, floating or other structure)	Fixed		
Coupon Reset Process (including rates, spread, effective date, interest rate cap and floor etc).	NA		
Day Count Basis (Actual/Actual)	Interest and all other charges shall accrue based on an actual/actual basis.		
Interest on application money	<p>(a) Interest at 12% per annum, subject to deduction of tax at source in accordance with Applicable Law, will be paid by the Issuer on the Application Money to the Applicants from the date of receipt of such Application Money up to 1 (one) day prior to the Deemed Date of Allotment for all valid applications, within 2 (two) Business Days from the Deemed Date of Allotment. Where pay-in date of the Application Money and the Deemed Date of Allotment are the same, no interest on Application Money will be payable.</p> <p>(b) Where the entire subscription amount has been refunded, the interest on Application Money will be paid along with the refunded amount to the bank account of the Applicant as described in the Application Form by electronic mode of transfer such as (but not limited to) RTGS/NEFT/direct credit.</p> <p>(c) Where an Applicant is allotted a lesser number of Debentures than applied for, the excess amount paid on application will be refunded to the Applicant in the bank account of the Applicant as described in the Application Form towards interest on the refunded money by electronic mode of transfer like RTGS/NEFT/direct credit. Details of allotment will be sent to every successful Applicant.</p>		
Default interest rate	<p>(a) The Company hereby agrees to pay default interest at 2% (two percent) per annum over the applicable Interest Rate on the Outstanding Principal Amounts in case of the occurrence of any Payment Default, from the date of the occurrence of such Payment Default until the Payment Default is cured or the Secured Obligations are repaid (whichever is earlier).</p> <p>(b) Notwithstanding any other provision of the Debenture Trust Deed and the other Transaction Documents, it is hereby clarified that where an Event of Default (other than a Payment Default) occurs, the Company shall pay interest on the Debentures at 2% (two percent) per annum on the Outstanding Principal Amounts, from the date of the occurrence of such Event of Default until such Event of Default is cured or the Secured Obligations are repaid.</p>		
Tenor	<b>Series I</b>	<b>Series II</b>	<b>Series III</b>

	18 (Eighteen) months from deemed date of allotment	24 (Twenty Four) months from deemed date of allotment	30 (Thirty) months from deemed date of allotment
Redemption Date	<b>Series I</b>	<b>Series II</b>	<b>Series III</b>
	The date occurring on expiry of 18 (Eighteen) months from the deemed date of allotment	The date occurring on expiry of 24 (Twenty Four) months from deemed date of allotment	The date occurring on expiry of 30 (Thirty) months from deemed date of allotment
Redemption Amount	₹ 1,000 (Indian Rupees One Thousand only) per Debenture		
Redemption premium/ discount	NIL		
Issue Price (in ₹/NCD)	₹ 1,000 (Indian Rupees One Thousand only) per NCD		
Discount at which security is issued and the effective yield as a result of such discount.	NIL		
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)	Not applicable		
Call notification time (Timelines by which the Issuer need to intimate investor before exercising the call)	Not applicable		
Face value (in ₹ / NCD)	₹ 1,000 (Indian Rupees One Thousand only) per NCD		
Minimum Application size and in multiples of NCD thereafter	10 (ten) NCDs (aggregating to ₹ 10,000 (Indian Rupees Ten Thousand)) and 1 (one) NCD thereafter		
Issue Timing			
Issue opening date	Please refer the Section named "Issue Schedule" of the Prospectus.		
Issue closing date**	Please refer the Section named "Issue Schedule" of the Prospectus.		
Date of earliest closing of the issue, if any.	Please refer the Section named "Issue Schedule" of the Prospectus.		
Pay-in date	Please refer the Section named "Issue Schedule" of the Prospectus.		
Deemed date of Allotment	Please refer the Section named "Issue Schedule" of the Prospectus.		
Settlement mode of the Instrument	All interest, principal repayments, penal interest and other amounts, if any, payable by the Issuer to the Debenture Holders shall be paid to the Debenture Holders by electronic mode of transfer like RTGS/NEFT/direct credit to such bank account within India as the Debenture Holders' inform the Issuer in writing and which details are available with the Registrar.		
Depositories	National Securities Depository Limited & Central Depository Services Limited		
Disclosure of Interest/Dividend / redemption dates	As specified in Prospectus		
Record date	The record date for payment of interest in connection with the NCDs or redemption of the NCDs, which shall be 15 (Fifteen) days prior to the date on which interest is due and payable, and/or the date of redemption or such other date as may be determined by the Board of Directors /Investment and Borrowing Committee from time to time in accordance with the applicable law. Provided that trading in the NCDs shall remain suspended between the aforementioned Record Date in connection with redemption of NCDs and the		

	<p>date of redemption or as prescribed by the Stock Exchanges, as the case may be.</p> <p>In case the Record Date falls on a day when the Stock Exchanges are having a trading holiday, the immediate subsequent trading day will be deemed or a date notified by the Company to the Stock Exchanges, will be deemed as the Record Date.</p>
<p>All covenants of the issue (including side letters, accelerated payment clause, etc.)</p>	<p><b><u>Financial Covenants</u></b></p> <ul style="list-style-type: none"> <li>• Capital Adequacy Ratio should not fall below 15% or such limits prescribed by RBI throughout tenure of NCDs</li> <li>• Leverage should not exceed 6 times</li> <li>• Gross NPA should not exceed 5% on AUM.</li> <li>• Net NPA should not exceed 3% on AUM</li> <li>• ALM to be managed as per RBI regulations</li> </ul> <p><b><u>Rating Covenants</u></b></p> <ul style="list-style-type: none"> <li>• The Company shall ensure that the credit rating of the NCDs should not fall below 4 (four) notches from A+(Stable) i.e. current credit rating provided by the Credit Rating Agency</li> </ul> <p><b><u>Other Covenants:</u></b></p> <p>(a) submit to the Debenture Trustee its duly audited annual accounts, within sixty days from the close of its financial year, and un-audited or audited quarterly and year to date standalone financial results on a quarterly basis in the format as specified by SEBI within forty- five days from the end of the quarter, other than last quarter, on the same day as they are submitted to the Stock Exchanges;</p> <p>(b) obtain a review of the credit rating on an annual basis, by a credit rating agency registered with SEBI, or in such manner as provided under Applicable Law;</p> <p>(c) furnish an annual report to the Debenture Trustee containing the following particulars:</p> <ol style="list-style-type: none"> <li>(i) Updated list of the names and addresses of the Debenture Holder(s);</li> <li>(ii) Details of the Payments to be made, but unpaid and reasons thereof;</li> <li>(iii) The number and nature of grievances received from the Debenture Holder(s) and resolved by the Company and those grievances not yet solved to the satisfaction of the Debenture Holder(s) and reasons for the same;</li> <li>(iv) A statement that those assets of the Company which are available by way of security in terms of the Transaction Documents, as amended from time to time, is sufficient to discharge the claims of the Debenture Holders as and when they become due; and</li> <li>(v) Such other information as may be required by the Debenture Trustee under or pursuant to Applicable Law.</li> </ol> <p>(d) immediately, take all necessary steps to resolve grievances received from the Debenture Holders. At the request of the Majority Debenture Holders, the Debenture Trustee shall, by notice to the Company call upon the Company to take appropriate steps to redress such grievance and shall, if necessary, at the request of the Majority Debenture Holders, call a meeting of the Debenture Holders;</p> <p>(e) exercise due diligence and periodical monitoring as mentioned in the applicable provisions of the DT Master Circular and ensure compliance by the Company, with the provisions of the Act, SEBI LODR and SEBI (Debenture Trustees) Regulations, 1993;</p> <p>(f) promptly furnish to the Debenture Trustee the details of all the grievances received, including details pertaining to the following:</p> <ol style="list-style-type: none"> <li>(i) Names of the complainants / Debenture Holder;</li> <li>(ii) Nature of grievances / complaints;</li> <li>(iii) Time taken for redressal of complaint / grievances; and</li> <li>(iv) The steps taken by the Issuer to redress the same;</li> </ol>

- (g) furnish the following information to the Debenture Trustee: (i) on a half-yearly basis, a certificate from the Managing Director/Chief Financial Officer/Company Secretary of the Company, certifying the amount of security; and (ii) on a yearly basis, a certificate from the statutory auditor of the Company giving the amount of security;
- (h) if so required under Applicable Law and/or any direction or request by any authority, carry out subsequent valuation of the Hypothecated Assets, at the request of the Debenture Trustee, at the Company's cost;
- (i) promptly inform the Debenture Trustee of any change in its name, any change in the major composition of its Board of Directors or change in the nature and conduct of its main objects prior to such change being effected, or any amalgamation, merger or reconstruction scheme proposed by the company;
- (j) furnish the following:
- (i) on a quarterly basis:
- A. Such other information details / reports required by the Debenture Trustee, as per SEBI rules and regulations.
- B. Relevant documents/ information, as applicable, to enable the Debenture Trustee(s) to conduct continuous and periodic due diligence and monitoring of Security created, the Company shall submit the following reports/ certification within the timelines mentioned below:

<b>Reports/ Certificates</b>	<b>Timelines for submission requirements by Company to Debenture Trustee</b>	<b>Timeline for submission of reports/ certifications by Debenture Trustee to Stock Exchange</b>
Asset cover certificate	Quarterly basis within 45 (forty-five) days from end of each quarter or within such timelines as prescribed under Applicable Law	Quarterly basis within 60 (sixty) days from end of each quarter or within such timelines as prescribed under Applicable Law

In addition to the above Clause, the Company shall on or before the 15th of every month, provide a Management certified Stock Statement.

- (i) On Half-Yearly Basis:
- A. In case where listed debt securities are secured by way of receivables/ book debts, it shall obtain a certificate from the statutory auditor on a half yearly basis giving the value of receivables/book debts including compliance with the covenants of the Offer Document
- B. A certificate regarding maintenance of 100% asset cover or asset cover as per the terms of relevant Transaction Documents and/or this Deed, including compliance with all the covenants, by the statutory auditor, along with the financial results, in the manner and format as specified by SEBI.
- (ii) on a yearly basis:
- A. Certificate from the Issuer's statutory auditor, certifying the use of the proceeds raised through the issue of the Debentures towards the purposes mentioned in the Transaction Documents;
- B. Certificate from the Issuer's statutory auditor, certifying the value of the Receivables and Security Cover;
- (iii) promptly
- A. intimations regarding:

	<ul style="list-style-type: none"> <li>(i) failure to create charge on the assets;</li> <li>(ii) at the same time as it has intimated to the stock exchange, all material events and/or information as disclosed under regulation 51 of the SEBI LODR Regulations in so far as it relates to the interest, principal, issue and terms of Debentures, rating, creation of charge on the assets, notices, resolutions and meetings of Debenture Holders.</li> </ul> <ul style="list-style-type: none"> <li>(k) maintain, at all times, a minimum of one-time asset cover throughout the life of the Debentures in respect of the outstanding Debentures and interest accrued thereon;</li> <li>(l) not declare any dividend to the shareholders in any year until the Company has paid or made satisfactory provision for the payment of the installments of principal and interest due on the Debentures.</li> <li>(m) not be entitled to any immunity or privilege (sovereign or otherwise) from any set-off, judgment, execution, attachment or other legal process;</li> <li>(n) comply with all the provisions and disclosure requirements as mentioned in the SEBI (Debenture Trustees) Regulations, 1993, the SEBI NCS Regulations, the Act, the Issuance of Non-convertible Debentures (Reserve Bank) Directions, 2010 (If applicable), as amended from time to time and/or any other notification circular, press release issued by the SEBI / RBI, from time to time and comply with all applicable directions/guidelines in relation to the issue of Debentures;</li> <li>(o) send to the Stock Exchanges for dissemination, while submitting quarterly / annual financial results, under Regulation 52(4) of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, inter-alia the following information (to the extent applicable to the Company) along with the financial results: <ul style="list-style-type: none"> <li>(i) debt-equity ratio;</li> <li>(ii) net worth;</li> <li>(iii) net profit after tax;</li> <li>(iv) earnings per share;</li> <li>(v) current ratio;</li> <li>(vi) long term debt to working capital;</li> <li>(vii) bad debts to account receivable ratio;</li> <li>(viii) current liability ratio;</li> <li>(ix) total debts to total assets;</li> <li>(x) debtors' turnover; inventory turnover;</li> <li>(xi) operation margin percentage</li> <li>(xii) net profit margin percentage; and</li> <li>(xiii) sector specific equivalent ratios, as applicable.</li> </ul> </li> <li>(p) Any further information which may be required to be submitted to the Stock Exchange pursuant to LODR Regulations and applicable laws, as amended from time to time.</li> </ul> <p>Any other covenants as may be mentioned in the Debenture Trust Deed</p>
<p>Description regarding Security (where applicable) including type of security (movable/immovable/tangible etc.), type of charge (pledge/hypothecation/ mortgage etc.), date of creation of security/ likely date of creation of security, minimum security cover, revaluation, replacement of security, interest to the debenture</p>	<p>I. <b>SECURITY</b></p> <ul style="list-style-type: none"> <li>(a) The Debentures shall be secured by way of: <ul style="list-style-type: none"> <li>(i) a first ranking exclusive and continuing charge to be created pursuant to an unattested deed of hypothecation, dated on or about the Effective Date, executed or to be executed and delivered by the Issuer in a form acceptable to the Debenture Trustee ("<b>Deed of Hypothecation</b>") over the receivables arising out of identified book debts/loan receivables of the Issuer and all rights under the relevant loan documents in respect of the aforementioned identified book debts/loan receivables, and as set out in the Deed of Hypothecation</li> </ul> </li> </ul>

<p>holder over and above the coupon rate as specified in the Trust Deed and disclosed in the Offer Document.</p>	<p>("Hypothecated Assets") to the extent of security cover of 110%; and</p> <p>(ii) such other security interest/contractual comfort as may be agreed between the Issuer and the Debenture Holders ((i) and (ii) above are collectively referred to as the "<b>Transaction Security</b>").</p> <p>(b) Security Cover</p> <p>(i) "<b>Security Cover</b>" means from the Effective Date until the Final Settlement Date, on any date of determination, the ratio of the principal amounts outstanding in respect of the Hypothecated, and (ii) the Outstanding Amounts, multiplied by 100, and followed by the "%" symbol, being 110% (one hundred and ten percent).</p> <p>(ii) The value of the Hypothecated Assets for the purposes of this paragraph (b) (for both initial and subsequent valuations) shall be the amounts reflected as the value thereof in the books of accounts of the Issuer.</p> <p>(c) The Issuer shall create the charge by way of hypothecation over the Hypothecated Assets on or prior to the Deemed Date of Allotment, and perfect such security by filing Form CHG-9 with the ROC and ensuring and procuring that the Debenture Trustee files the prescribed Form I with CERSAI reporting the charge created to the CERSAI, in respect thereof, each within 30 (thirty) calendar days from the date of execution of the Deed of Hypothecation.</p> <p><b>II. OTHER COVENANTS</b></p> <p>The Issuer hereby further agrees, declares and covenants as follows:</p> <p>(a) all the Hypothecated Assets that will be charged to the Debenture Trustee under the Deed of Hypothecation shall always be kept distinguishable and held as the exclusive property of the Issuer specifically appropriated to the Transaction Security and be dealt with only under the directions of the Debenture Trustee;</p> <p>(b) to create the security over the Hypothecated Assets as contemplated in the Transaction Documents within the timelines prescribed by the Debenture Holders by executing the duly stamped Deed of Hypothecation;</p> <p>(c) the Issuer shall maintain the prescribed Security Cover; and</p> <p>(d) add fresh receivables to the Hypothecated Assets so as to ensure that the Security Cover is maintained or to replace such Hypothecated Assets that do not satisfy the eligibility criteria prescribed in the Transaction Documents.</p> <p><b>III. SPECIFIC DISCLOSURES</b></p> <p>(a) <b>Type of security:</b> Receivables/book debts, rights in underlying contracts, accounts (i.e., movable assets).</p> <p>(b) <b>Type of charge:</b> Hypothecation.</p> <p>(c) <b>Date of creation of security/ likely date of creation of security:</b> On or prior to the Deemed Date of Allotment.</p> <p>(d) <b>Minimum security cover:</b> Please refer paragraph I(b) above.</p>
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	<p>(e) <b>Revaluation:</b> N. A.</p> <p>(f) <b>Replacement of security:</b>  The Issuer shall, within the timelines prescribed under the Deed of Hypothecation, add fresh receivables to the Hypothecated Assets so as to ensure that the Security Cover is maintained or to replace such Hypothecated Assets that do not satisfy the eligibility criteria prescribed in the Transaction Documents.  To be set out in further detail in the Deed of Hypothecation.  <b>Interest over and above the coupon rate:</b> In the event of any delay in the execution of any Transaction Documents (including the Debenture Trust Deed), the Issuer will pay to the Debenture Holders additional interest at the rate of 2% (two percent) per annum charged on the Outstanding Principal Amounts till the relevant Transaction Documents are duly executed to the satisfaction of the Debenture Trustee.</p>
Transaction Documents	<p>means:</p> <p>(a) the Debenture Trust Deed;</p> <p>(b) the Debenture Trustee Agreement;</p> <p>(c) the Deed of Hypothecation;</p> <p>(d) the Debt Disclosure Documents;</p> <p>(e) the letters issued by the, and each memorandum of understanding/agreement entered into with, the Rating Agency, the Debenture Trustee and/or the Registrar;</p> <p>(f) tripartite agreement between the Company, the Registrar and the relevant Depository; and</p> <p>(g) any other document that may be designated as a Transaction Document by the Debenture Trustee,</p> <p>and "Transaction Document" means any of the above documents.</p>
Conditions precedent to disbursement	<p>The Issuer shall fulfil the following conditions precedent prior to the Deemed Date of Allotment:</p> <p>(a) a copy of resolution of the Issuer's board of directors/committee of the Issuer authorised by the Issuer's board of directors authorising, inter alia, the execution, delivery and performance of the Transaction Documents;</p> <p>(b) copies of the resolution of the shareholders of the Issuer under Sections 180(1)(c) and 180(1)(a) of the Act, certified as correct, complete and in full force and effect by an appropriate officer of the Issuer;</p> <p>(c) a copy of the Issuer's Constitutional Documents certified as correct, complete and in full force and effect by the appropriate officer;</p> <p>(d) execution, delivery and stamping of the Transaction Documents in a form and manner satisfactory to the Debenture Trustee;</p> <p>(e) a copy of the rating letter and/or the rating rationale issued by the Rating Agency in relation to the Debentures;</p> <p>(f) a copy of the consent from the Debenture Trustee to act as the debenture trustee for the Issue;</p> <p>(g) a copy of the in-principle approval provided by the Stock Exchange(s) in respect of the listing of the Debentures;</p>

	<p>(h) a copy of the tripartite agreement(s) executed between the Issuer, the Registrar and the relevant Depository;</p> <p>(i) the audited financial statements of the Issuer for the Financial Year ended March 31, 2024 and to the extent required by the Debenture Holders and available with the Issuer, the most recently prepared unaudited financial statements of the Issuer; and</p> <p>such other information, documents, certificates, opinions and instruments as the Debenture Trustee may reasonably request.</p>
<p>Conditions subsequent to disbursement</p>	<p>The Issuer shall fulfil the following conditions subsequent, to the satisfaction of the Debenture Trustee:</p> <p>(a) the Issuer shall ensure that the Debentures are allotted to the respective Debenture Holders and are credited into the demat accounts of the relevant Debenture Holders within the timelines prescribed under the SEBI Operational Circular</p> <p>(b) the Issuer shall in respect of the Deed of Hypothecation, file a copy of Form CHG-9 with ROC and shall ensure and procure that the Debenture Trustee files the prescribed Form I with CERSAI, each within 30 (thirty) days from the date of execution of the Deed of Hypothecation;</p> <p>(c) the Issuer shall make the application for listing of the Debentures and obtain listing of the Debentures within the time period prescribed under the SEBI Operational Circular;</p> <p>(d) the Issuer shall, within the timelines agreed with the Debenture Trustee, provide a legal opinion in a form and manner satisfactory to the Debenture Holders; and</p> <p>(e) comply with such other condition and provide such other information and documents as the Debenture Holders may reasonably request or as may be required under Applicable Law.</p>
<p>Events of default (including manner of voting/conditions of joining Inter Creditor Agreement)</p>	<p>Each of the events or circumstances set out below is an Event of Default. The Events of Default and the consequences thereof shall be more particularly set out in the Debenture Trust Deed and the other Transaction Documents.</p> <p>(a) <b>Payment Default</b> The Company does not make payment of any of the amounts due and payable by it in accordance with the Transaction Documents.</p> <p>(b) <b>Security Cover</b> The Security Cover is not maintained in accordance with the terms of the Transaction Documents.</p> <p>(c) <b>Cross Default</b></p> <p>(i) The Company:</p> <p>(A) defaults in any payment of any Financial Indebtedness beyond the period of grace, if any, provided in the instrument or agreement under which such Financial Indebtedness was created; or</p> <p>(B) defaults in the observance or performance of any agreement or condition relating to any Financial Indebtedness or contained in any instrument or agreement evidencing, securing or relating thereto or any other event shall occur or condition exist, the effect of which default or other event or condition is to cause or to permit the holder or holders of such Financial Indebtedness to cause (with the giving of notice or the passage of time or both would permit or cause) any such Financial Indebtedness to become due prior to its stated maturity, and such Financial Indebtedness of the Company is declared to be due and payable, or required to be prepaid by</p>

	<p>the holder or holders of such Financial Indebtedness.</p> <p>(ii) Any Financial Indebtedness of the Company is declared to be due and payable, or required to be prepaid other than by a regularly scheduled required prepayment (whether or not such right shall have been waived), prior to the stated maturity thereof.</p> <p>(d) <b><i>Inability to Pay Debts</i></b> The Company is unable or 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 or anticipated financial difficulties, commences negotiations with one or more of its creditors with a view to rescheduling any of its Financial Indebtedness.</p> <p>(e) <b><i>Misrepresentation</i></b> Any representation or warranty made by the Company in any Transaction Document or in any certificate, financial statement or other document delivered to the Debenture Trustee/Debenture Holders by the Company shall prove to have been incorrect, false or misleading in any material respect when made or deemed made.</p> <p>(f) <b><i>Unlawfulness</i></b> It is or becomes unlawful or illegal for the Company to perform any of its obligations under the Transaction Documents and/or any obligation or obligations of the Company under any Transaction Document are not or cease to be valid, binding or enforceable.</p> <p>(g) <b><i>Repudiation</i></b> The Company repudiates any of the Transaction Documents, or evidences an intention to repudiate any of the Transaction Documents.</p> <p>(h) <b><i>Transaction Documents</i></b> This Deed or any other Transaction Document (in whole or in part) (i) is terminated or ceases to be effective or ceases to be in full force at any time prior to the Final Settlement Date; or (ii) no longer constitutes valid, binding and enforceable obligations of the Company.</p> <p>(i) <b><i>Delisting</i></b> The Debentures are, delisted or cease to be listed on any of the Stock Exchanges for any reason whatsoever (whether or not attributable to any action of the Company) at any time prior to the Final Settlement Date.</p> <p>(j) <b><i>Corporate governance; Data integrity</i></b> Failure by the Company to meet standards with respect to management, governance, and data integrity, as may be required by the Debenture Trustee and/or the Debenture Holders.</p> <p>(k) <b><i>Legal Proceedings</i></b> If one or more legal or governmental proceedings are initiated against the Company or any claims are made against the Company, which in the opinion of the Debenture Trustee (acting on the instructions of the Majority Debenture Holders), may impair the Company's ability to perform its obligations undertaken in terms of the Transaction Documents or which has a Material Adverse Effect.</p> <p>(l) <b><i>Expropriation/Distress</i></b> Any expropriation, attachment, garnishee, sequestration, distress or execution affects any assets of the Company (including the Hypothecated Assets) and which has a Material Adverse Effect on the ability of the Company to comply with its payment obligations under the Transaction Documents.</p> <p>(m) <b><i>Revocation of Licenses and Authorisations</i></b> Any authorisations, licenses (including operating licenses), consents and approvals required by the Company under Applicable Law to enable it to perform its obligations under the Transaction Documents, to ensure the legality, validity, enforceability or admissibility of the Transaction Documents, and to enable it to carry on its business are revoked or suspended or cancelled in any manner.</p>
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	<p>(n) <b>Insolvency</b></p> <p>(i) Any resolution is passed resolving or to consider resolving that the Company be wound up voluntarily, or any order for winding up of the Company is made by any competent court or tribunal, other than for the purposes of any amalgamation or reconstruction of the Company entered into with the prior approval of the Debenture Trustee in accordance with the provisions of this Deed.</p> <p>(ii) The Company commits any act or undertakes any action which may result in the insolvency/liquidation of the Company.</p> <p>(iii) The Company being determined as insolvent under the Insolvency and Bankruptcy Code, 2016 (read with the Insolvency and Bankruptcy (Insolvency and Liquidation Proceedings of Financial Service Providers and Application to Adjudicating Authority) Rules, 2019, and any other rules and regulations framed thereunder from time to time).</p> <p>(o) <b>Liquidation or Dissolution of the Company / Appointment of Receiver or Liquidator</b></p> <p>Any corporate action, legal proceedings or other procedure or step is taken in relation to:</p> <p>(i) the suspension of payments, a moratorium of any Financial Indebtedness, winding-up, dissolution, administration or re-organisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Company;</p> <p>(ii) a composition, compromise, assignment or arrangement with any creditor of the Company or its creditors generally;</p> <p>(iii) the appointment of a liquidator, receiver, provisional liquidator, administrative receiver, administrator, compulsory manager, resolution professional, trustee, supervisor or other similar officer in respect of the Company or any of its assets or any part of the undertaking of the Company;</p> <p>(iv) a petition for reorganization, arrangement, adjustment, winding up or composition of debts of the Company is filed by the Company (voluntary or otherwise) or any other person, or such a petition has been admitted, and such proceedings are not dismissed within 15 (fifteen) days of filing;</p> <p>(v) the Company, in respect of any reference or enquiry or proceedings commenced, before the National Company Law Tribunal or under any mechanism or prescription of the RBI in respect of resolution/restructuring of stressed assets (including without limitation, under the Stressed Assets Framework);</p> <p>(vi) the commencement of an insolvency resolution process under the (Indian) Insolvency and Bankruptcy Code, 2016 read together with the Insolvency and Bankruptcy (Insolvency and Liquidation Proceedings of Financial Service Providers and Application to Adjudicating Authority) Rules, 2019, and any other rules and regulations made thereunder from time to time, or under any other Applicable Law, in respect of the Company;</p> <p>(vii) enforcement of any security over any Assets of the Company or any analogous procedure or step is taken in any jurisdiction; or</p> <p>(viii) any other event occurs or proceeding instituted under any applicable Law that would have an effect analogous to any of the events listed in sub-Clauses (i) to (vii) above.</p> <p>(p) <b>Business</b></p> <p>(i) The Company without obtaining the prior consent of the Majority Debenture Holders ceases or threatens to cease to carry on its business or gives notice of its intention to do so.</p> <p>(ii) The passing of any order of a competent court or tribunal ordering, restraining or otherwise preventing the Company from conducting all or any material part of its business.</p> <p>(iii) The Company's organizational status or any licenses or franchise</p>
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	<p>is revoked or suspended by any Governmental Authority, and the Company has exhausted all remedies and appeals relating thereof.</p> <p>(q) <b>Creditors' Process</b> All or a material part of the undertaking, assets, rights or revenues of the Company are condemned, seized, nationalised, expropriated or compulsorily acquired, or shall have assumed custody or control of all or substantial part of the business or operations of the Company (including operations, properties and other assets), or shall have taken any action for the dissolution of the Company, or any action that would prevent the Company, their members, or their officers from carrying on their business or operations or a substantial part thereof, by or under the authority of any Governmental Authority.</p> <p>(r) <b>Judgment Defaults</b> One or more judgments or decrees entered against the Company involving a liability (not paid or not covered by a reputable and solvent insurance company), individually or in the aggregate, exceeding 10% (ten percent) of the Total Assets of the Company provided such judgments or decrees are either final and non-appealable or have not been vacated, discharged or stayed pending appeal for any period of 30 (thirty) calendar days.</p> <p>(s) <b>Authorisations</b> The withdrawal, failure of renewal, or failure by the Company to obtain any Authorisation or any other statutory or regulatory approval in any relevant jurisdiction for the issuance of the Debentures or the providing of the Transaction Security.</p> <p>(t) <b>Security in Jeopardy</b> In the opinion of the Debenture Trustee any of the Hypothecated Asset(s) are in jeopardy.</p> <p>(u) <b>Security</b></p> <ul style="list-style-type: none"> <li>(i) The Transaction Security is not created and/or perfected in accordance with the Transaction Documents.</li> <li>(ii) Any of the Transaction Documents fails to provide the security interests, rights, title, remedies, powers or privileges intended to be created thereby (including the priority intended to be created thereby), or such security interests fail to have the priority contemplated under the Transaction Documents, or the security interests become unlawful, invalid or unenforceable.</li> <li>(iii) The Company creates or attempts to create any mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having similar effect, over the Hypothecated Assets, without the prior consent of the Debenture Trustee.</li> <li>(iv) The Company fails to create and perfect the security over the Hypothecated Assets within the timelines prescribed by under the Transaction Documents.</li> </ul> <p>(v) <b>Breach of Other Covenants</b> Any breach of any covenant or undertaking of the Company in the Transaction Documents (other than sub-Clauses (a) to (v) above) if such breach is, to the extent capable of remedy (as determined by the Debenture Trustee (acting on the instructions of the Debenture Holders)), not remedied within 30 (thirty) days of occurrence, or such other time period as may be prescribed by the Debenture Trustee (acting on the instructions of the Debenture Holders) in its sole discretion.</p>
Creation of recovery expense fund	Our Company has created a recovery expense fund in the manner as specified by SEBI in the SEBI master circular SEBI/HO/DDHS-PoD3/P/CIR/2024/46 dated May 16, 2024, SEBI Master Circular and Regulation 11 of SEBI NCS Regulations with the Designated Stock Exchange and will inform the Debenture Trustee regarding the creation of such fund. The recovery expense fund may be utilised by Debenture Trustee, in the event of default by our

	Company under the terms of the Debenture Trust Deed, for taking appropriate legal action to enforce the security.
Conditions for breach of covenants (as specified in Debenture Trust Deed)	Upon occurrence of any default in the performance or observance of any term, covenant, condition or provision contained in the Debenture Trust Deed, the Debenture Trustee shall take necessary actions as mentioned in the Debenture Trust Deed and the Prospectus.
Provisions related to Cross Default Clause	<p>The following is an Event of Default.</p> <p>The Company:</p> <p>(a) defaults in any payment of any Financial Indebtedness beyond the period of grace, if any, provided in the instrument or agreement under which such Financial Indebtedness was created; or</p> <p>(b) defaults in the observance or performance of any agreement or condition relating to any Financial Indebtedness or contained in any instrument or agreement evidencing, securing or relating thereto or any other event shall occur or condition exist, the effect of which default or other event or condition is to cause or to permit the holder or holders of such Financial Indebtedness to cause (with the giving of notice or the passage of time or both would permit or cause) any such Financial Indebtedness to become due prior to its stated maturity, and such Financial Indebtedness of the Company is declared to be due and payable, or required to be prepaid by the holder or holders of such Financial Indebtedness.</p> <p>(c) Any Financial Indebtedness of the Company is declared to be due and payable, or required to be prepaid other than by a regularly scheduled required prepayment (whether or not such right shall have been waived), prior to the stated maturity thereof.</p>
Roles and responsibilities of the Debenture Trustee	<p>The Debenture Trustee shall comply with all its roles and responsibilities as prescribed under Applicable Law and the Transaction Documents, including:</p> <p>(a) the Debenture Trustee may, in relation to the Debenture Trust Deed and the other Transaction Documents, act on the opinion or advice of or any information obtained from any solicitor, counsel, advocate, valuer, surveyor, broker, auctioneer, qualified accountant or other expert whether obtained by the Issuer or by the Debenture Trustee or otherwise;</p> <p>(b) subject to the approval of the Debenture Holders by way of a Majority Resolution passed at a meeting of the Debenture Holders held for determining the liability of the Debenture Trustee, the Debenture Trustee shall, as regards all trusts, powers, authorities and discretions, have the discretion as to the exercise thereof and to the mode and time of exercise thereof. In the absence of any fraud, gross negligence, wilful misconduct or breach of trust the Debenture Trustee shall not be responsible for any loss, costs, charges, expenses or inconvenience that may result from the aforementioned exercise or non-exercise thereof. The Debenture Trustee shall not be bound to act at the request or direction of the Debenture Holders under any provisions of the Transaction Documents unless sufficient amounts shall have been provided or provision to the satisfaction of the Debenture Trustee has been made for providing such amounts and the Debenture Trustee is indemnified to its satisfaction against all further costs, charges, expenses and liability which may be incurred in complying with such request or direction;</p> <p>(c) with a view to facilitating any dealing under any provisions of the Debenture Trust Deed or the other Transaction Documents, subject to the Debenture Trustee obtaining the consent of the Majority Debenture Holders, the Debenture Trustee shall have (i) the power to consent (where such consent is required) to a specified transaction or class of transactions (with or without specifying additional conditions); and (ii) to determine all questions and doubts arising in relation to the interpretation or construction any of the provisions of the Debenture Trust Deed;</p> <p>(d) the Debenture Trustee shall not be responsible for the amounts paid by the Applicants for the Debentures;</p>

	<p>(e) the Debenture Trustee shall not be responsible for acting upon any resolution purporting to have been passed at any meeting of the Debenture Holders in respect whereof minutes have been made and signed even though it may subsequently be found that there was some defect in the constitution of the meeting or the passing of the resolution or that for any reason the resolution was not valid or binding upon the Debenture Holders;</p> <p>(f) the Debenture Trustee and each receiver, attorney, manager, agent or other person appointed by it shall, subject to the provisions of the Act, be entitled to be indemnified by the Issuer in respect of all liabilities and expenses incurred by them in the execution or purported execution of the powers and trusts thereof;</p> <p>(g) subject to the approval of the Debenture Holder(s) by way of a Majority Resolution passed at a meeting of Debenture Holder(s) held for determining the liability of the Debenture Trustee and in the absence of fraud, gross negligence, wilful misconduct or breach of trust, the Debenture Trustee shall not be liable for any of its actions or deeds in relation to the Transaction Documents;</p> <p>(h) subject to the approval of the Debenture Holder(s) by way of Majority Resolution passed at a meeting of Debenture Holders held for determining the liability of the Debenture Trustee and in the absence of fraud, gross negligence, wilful misconduct or breach of trust, the Debenture Trustee, shall not be liable for any default, omission or delay in performing or exercising any of the powers or trusts herein expressed or contained herein or in enforcing the covenants contained herein or in giving notice to any person of the execution hereof or in taking any other steps which may be necessary, expedient or desirable or for any loss or injury which may be occasioned by reason thereof unless the Debenture Trustee shall have been previously requested by notice in writing to perform, exercise or do any of such steps as aforesaid given in writing by the Majority Debenture Holder(s) or by a Majority Resolution duly passed at a meeting of the Debenture Holders. The Debenture Trustee shall not be bound to act at the request or direction of the Debenture Holders under any provisions of the Transaction Documents unless sufficient amounts shall have been provided or provision to the satisfaction of the Debenture Trustee has been made for providing such amounts and the Debenture Trustee is indemnified to its satisfaction against all further costs, charges, expenses and liability which may be incurred in complying with such request or direction;</p> <p>(i) notwithstanding anything contained to the contrary in the Debenture Trust Deed, the Debenture Trustee shall before taking any action on behalf of the Debenture Holders or providing any consent on behalf of the Debenture Holders, obtain the written consent of the Majority Debenture Holders; and</p> <p>(j) the Debenture Trustee shall, until the Final Settlement Date, adhere to and comply with its obligations and responsibilities under the SEBI Defaults (Procedure) Circular and the SEBI Recovery Expense Fund Circular.</p> <p>PROVIDED THAT nothing contained in this section shall exempt the Debenture Trustee or any receiver, attorney, manager, agent or other person appointed by the Debenture Trustee from or indemnify them against any liability for breach of trust nor any liability which by virtue of any rule or Applicable Law would otherwise attach to them in respect of any negligence, default or breach of trust which they may be guilty of in relation to their duties hereunder.</p>
Risk factors pertaining to the issue	Please refer the Section named "Risk Factors" of the Prospectus
Governing law and jurisdiction	The Transaction Documents shall be governed by and will be construed in accordance with the laws of India and any disputes arising there from

	shall be subject to the jurisdiction of appropriate courts and tribunals at Mumbai, India, and as more particularly provided for in the respective Transaction Documents.
Business Day Convention	As prescribed in the SEBI NCS Regulations.
Delay in allotment of securities and refund of application money	If the NCDs are not allotted to the Applicants and/or the Application Money is not unblocked within the time period prescribed by the SEBI, the Company shall pay interest at the rate of 15% (fifteen percent) per annum to the Applicants.
Delay in execution of Transaction Documents	In the event of any delay in the execution of any Transaction Documents (including the Debenture Trust Deed), the Company will pay to the Debenture Holders additional interest at the rate of 2% (two percent) per annum charged on the Outstanding Principal Amounts till the relevant Transaction Documents are duly executed to the satisfaction of the Debenture Trustee.
Default in Payment	The Company hereby agrees to pay default interest at 2% (two percent) per annum over the applicable Interest Rate on the Outstanding Principal Amounts in case of the occurrence of any Payment Default, from the date of the occurrence of such Payment Default until the Payment Default is cured or the Secured Obligations are repaid (whichever is earlier).
Delay in Listing	In the event of failure to list the NCDs within such days from the date of closure of issue as may be specified by the Board (schedule listing date), all application moneys received or blocked in the public issue shall be refunded or unblocked forthwith within two working days from the scheduled listing date to the applicants through the permissible modes of making refunds and unblocking of funds. For delay in refund/unblocking of funds beyond the timeline as specified above, the Company shall be liable to pay interest at the rate of fifteen percent per annum to the investors from the scheduled listing date till the date of actual payment.
Description of the Hypothecated Assets	Each loan constituting the Identified Assets shall meet each of the eligibility criteria listed below. <ul style="list-style-type: none"> <li>• Loans must be unencumbered (other than under the Transaction Documents) and not sold or assigned by the Company</li> <li>• Loans must have been originated while complying with all the extant ‘know your customer’ norms specified by the RBI.</li> <li>• Loans have not been terminated or prepaid. At the time of additional hypothecation, only those loans which don’t meet the eligibility criteria can be replaced by the entity after transaction settlement</li> <li>• All the loans must be Standard Assets.</li> <li>• Charge on Hypothecated Assets should be registered in CERSAI and MCA by the Company.</li> </ul>

*\* In terms of Regulation 7 of the SEBI NCS Regulations, our Company will undertake this public issue of the NCDs in dematerialised form. Trading in NCDs shall be compulsorily in dematerialized form*

*\*\*The Issue shall remain open for subscription on Working Days from 10:00 a.m. to 5:00 p.m. (Indian Standard Time) during the period indicated above, except that the Issue may close on such earlier date or extended date as may be decided by the Investment and Borrowing Committee subject to compliance with Regulation 33A of the SEBI NCS Regulations. In the event of an early closure or extension of the Issue, our Company shall ensure that notice of the same is provided to the prospective investors through an advertisement in all the newspapers in which pre-issue advertisement and advertisement for opening or closure of the Issue have been given on or before such earlier or initial date of Issue closure. Applications forms for the Issue will be accepted only from 10:00 a.m. to 5:00 p.m. (Indian Standard Time) or such extended time as may be permitted by the Stock Exchange, on Working Days during the Issue Period. On the Issue Closing Date, the Application Forms will be accepted only between 10:00 a.m. and 3:00 p.m. (Indian Standard Time) and uploaded until 5:00 p.m. or such extended time as may be permitted by the Stock Exchanges. Further, pending mandate requests for bids placed on the last day of bidding will be validated by 5:00 p.m. (Indian Standard Time) on one Working Day after the Issue Closing Date. For further details refer to “Issue Procedure” on page 220.*

While the NCDs are secured to the tune of 110 % of the principal and interest thereon in favour of Debenture Trustee, it is the duty of the Debenture Trustee to monitor the security cover is maintained, however, the recovery of 110 % of the amount shall depend on the market scenario prevalent at the time of enforcement of the security.

Debt Securities shall be considered as secured only if the charged asset is registered with Sub-registrar and Registrar of Companies or CERSAI or Depository etc., as applicable, or is independently verifiable by the Debenture Trustee.

**Participation by any of the above-mentioned investor classes in this Issue will be subject to applicable statutory and/or regulatory requirements. Applicants are advised to ensure that Applications made by them do not exceed the investment limits or maximum number of NCDs that can be held by them under applicable statutory and/or regulatory provisions.**

**Applicants are advised to ensure that they have obtained the necessary statutory and/or regulatory permissions/consents/approvals in connection with applying for, subscribing to, or seeking allotment of NCDs pursuant to this Issue.**

For further details, see “*Issue Procedure*” on page 220.

#### **Specified Terms of the NCDs**

<b>Series</b>	<b>I</b>	<b>II</b>	<b>III*</b>
Frequency of Interest Payment	Monthly	Monthly	Monthly
Minimum Application	₹ 10,000 (10 NCDs) across all Series		
Face Value/ Issue Price of NCDs (₹/ NCD)	1000	1000	1000
In Multiples of thereafter (₹)	₹ 1000 (1 NCD)		
Tenor	18 Months	24 Months	30 Months
Coupon (% per annum) for NCD Holders in Category I, II, III	10.15%	10.25%	10.40%
Effective Yield (per annum) for NCD Holders in Category I, II, III & IV	10.64%	10.75%	10.91%
Mode of Interest Payment	Through various modes available		
Amount (₹ / NCD) on Maturity for NCD Holders in Category I, II, III & IV	1000	1000	1000
Maturity / Redemption Date (Months from the Deemed Date of Allotment)	Date occurring on expiry of 18 (Eighteen) months from the Deemed Date of Allotment	Date occurring on expiry of 24 (Twenty Four) months from the Deemed Date of Allotment	Date occurring on expiry of 30 (Thirty) months from the Deemed Date of Allotment
Put and Call Option	NA	NA	NA

\* Our Company shall allocate and allot Series III NCDs wherein the Applicants have not indicated the choice of the relevant NCD Series.

#### **Terms of Payment**

The entire face value per NCDs applied for will be blocked in the relevant ASBA Account maintained with the SCSB or under UPI mechanism (only for Retail Individual Investors), as the case may be, in the bank account of the Applicants that is specified in the ASBA Form at the time of the submission of the Application Form. In the event of Allotment of a lesser number of NCDs than applied for, our Company shall unblock the additional amount blocked upon application in the ASBA Account, in accordance with the terms specified in “*Terms of the Issue – Manner of Payment of Interest/ Refund/Redemption*” on page 191.

Participation by any of the Investor classes as mentioned in this Prospectus in the Issue will be subject to applicable statutory and/or regulatory requirements. Applicants are advised to ensure that applications made by them do not

exceed the investment limits or maximum number of NCDs that can be held by them under applicable statutory and/or regulatory provisions.

The NCDs have not been and will not be registered, listed or otherwise qualified in any jurisdiction outside India and may not be offered or sold, and Applications may not be made by persons in any such jurisdiction, except in compliance with the applicable laws of such jurisdiction. In particular, the NCDs have not been and will not be registered under the U.S. Securities Act, 1933, as amended (the “**Securities Act**”) or the securities laws of any state of the United States and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S under the Securities Act) except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and applicable state securities laws. The Issuer has not registered and does not intend to register under the U.S. Investment Company Act, 1940 in reliance on section 3(c)(7) thereof. This Prospectus may not be forwarded or distributed to any other person and may not be reproduced in any manner whatsoever, and in particular, may not be forwarded to any U.S. Person or to any U.S. address.

Applications may be made in single or joint names (not exceeding three). Applications should be made by Karta in case the Applicant is an HUF. If the Application is submitted in joint names, the Application Form should contain only the name of the first Applicant whose name should also appear as the first holder of the depository account held in joint names. If the depository account is held in joint names, the Application Form should contain the name and PAN of the person whose name appears first in the depository account and signature of only this person would be required in the Application Form.

This Applicant would be deemed to have signed on behalf of joint holders and would be required to give confirmation to this effect in the Application Form. Please ensure that such Applications contain the PAN of the HUF and not of the Karta.

In the case of joint Applications, all payments will be made out in favour of the first Applicant. All communications will be addressed to the first named Applicant whose name appears in the Application Form and at the address mentioned therein.

#### **Day Count Convention**

Interest shall be computed on an actual/actual basis i.e., on the principal outstanding on the NCDs as per the SEBI Master Circular.

#### **Effect of holidays on payments**

If the date of payment of interest does not fall on a Working Day, then the interest payment will be made on succeeding Working Day, however the calculation for payment of interest will be only till the originally stipulated Interest Payment Date. The dates of the future interest payments would be as per the originally stipulated schedule. Payment of interest will be subject to the deduction of tax as per Income Tax Act or any statutory modification or re-enactment thereof for the time being in force. In case the Redemption Date (also being the last Interest Payment Date) does not fall on a Working Day, the payment will be made on the immediately preceding Working Day, along with coupon/interest accrued on the NCDs until but excluding the date of such payment.

Applicants are advised to ensure that they have obtained the necessary statutory and/or regulatory Permissions / consents/approvals in connection with applying for, subscribing to, or seeking Allotment of NCDs pursuant to the Issue.

For further details, please see the chapter titled “*Issue Procedure*” on page 220.

#### **Key covenants to the Issue**

##### **A. Financial Covenants**

- a. CRAR shall not be less than 15% or such limits as may be prescribed by RBI throughout the tenor of the NCDs;
- b. D/E ratio not more than 6x;
- c. GNPA on AUM not more than 5%; and
- d. NNPA on AUM not more than 3%.

**B. Rating Covenants**

- a. The Company shall ensure that the credit rating of the NCDs should not fall below 4 (four) notches from current credit rating provided by the Credit Rating Agency.

**C. Reporting Covenants**

- a. The Company shall at the end of every calendar quarter within 60 (sixty) days of the respective quarter, submit to the Debenture Trustee a report confirming /certificate confirming the following:
- i. Updated list of names and addresses of all the NCD Holders and the number of NCDs held by the NCD Holders;
  - ii. Details of interest due but unpaid, if any, and reasons for the same;
  - iii. Details of payment of interest made on the NCDs in the immediately preceding calendar quarter;
  - iv. The number of grievances pending at the beginning of the quarter, the number and nature of grievances received from the NCD Holders during the quarter, resolved/disposed of by the Company in the quarter and those remaining unresolved by the Company and the reasons for the same; and
  - v. Statement that the assets forming part of the Security is sufficient to discharge the claims of the NCD Holders as and when they become due and as mentioned in the security cover certificate.
- b. The Company shall promptly submit to the Debenture Trustee who in turn will but not later than one business day, as applicable, shall intimate the same to NCD holders any information, as required by the Debenture Trustee including but not limited to the following:
- i. certificate signed by an authorised officer of the Company confirming credit of dematerialized NCDs into the depository accounts of the NCD Holders within the timelines prescribed under the Applicable Laws;
  - ii. certificate from the statutory auditors at the end of each accounting year and for confirming such complete utilization of such Issue proceeds, and until such complete utilisation, a certificate from an independent chartered accountant confirming status of utilisation of funds on a quarterly basis;
  - iii. security cover certificate regarding maintenance of minimum-Security Cover along with certification regarding compliance with all the covenants along with the half-yearly financial results;
  - iv. upon there being any change in the credit rating assigned to the NCDs, promptly but not later than 2 business days thereafter; and
  - v. failure to create security interest on the hypothecated asset.
- c. The Company shall submit to the Debenture Trustee (within the timelines as specified under the Debenture Trust Deed) including but not limited to the following:
- i. A statement indicating material deviations, if any in utilisation of the proceeds of the Debentures;
  - ii. Any events of default;
  - iii. 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;
  - iv. any amalgamation, demerger, merger or corporate restructuring or reconstruction scheme proposed by the Company;
  - v. any authorisation required under any law or regulation to enable it to perform its obligations under the Transaction Documents;
  - vi. half yearly financial results within 60 days from the end of each half year;
  - vii. promptly, and in any event within 2(two) Business Days of the occurrence of any change in the Constitutional Documents of the Company, which prejudicially affects the rights of the Debenture Trustee under the Transaction Documents;
  - viii. details of all the material orders, directions, notices, of any court/tribunal affecting the security;
  - ix.

- x. promptly, and in any event within 2 (two) Business Days of receiving any notice of any application for winding up/insolvency having been made;
  - xi. a certificate certifying maintenance of security cover;
  - xii. provide relevant documents/ information, as applicable, to enable the Debenture Trustee to conduct continuous and periodic due diligence and monitoring of the security interest over the hypothecated assets;
  - xiii. the number of grievances pending at the beginning of the quarter, the number and nature of grievances received from the NCD Holders during the quarter, resolved/disposed of by the Company in the quarter and those remaining unresolved by the Company and the reasons for the same.
- d. The Company shall ensure that all the reporting covenants as per the provisions of SEBI LODR Regulations are complied with including but not limited to the following:
- i. promptly submit to the Debenture Trustee any information, as required by the Debenture Trustee in order to discharge its obligations under the DTD;
  - ii. inform the Stock Exchange and the Debenture Trustee all information having bearing on the performance/operation of the Company, any price sensitive information or any action that may affect the payment of interest or Redemption of the NCDs in terms of Regulation 51(2) of the SEBI (LODR) Regulations.
  - iii. give prior intimation to the Stock Exchange with a copy to the Debenture Trustee at least 11 (eleven) Business Days before the date on and from which the interest on NCDs, and the Redemption Amount of NCDs becomes payable or within such timelines as prescribed under Applicable Law.
  - iv. provide an undertaking to the Stock Exchange on annual basis that all documents and intimations required to be submitted to Debenture Trustees in terms of this Deed and SEBI NCS Regulations have been complied with and furnish a copy of such undertaking to the Debenture Trustee for records.
  - v. inform the Debenture Trustee the status of payment (whether in part or full) of NCDs within 1 (one) Business Day of the payment/redemption.
- e. The Company shall promptly inform the Debenture Trustee the following details (if any) including but not limited to corporate debt restructuring; fraud/defaults by promoter or key managerial personnel or by Company or arrest of key managerial personnel or promoter; and/or reference to National Company Law Tribunal or insolvency petitions (if any) filed by any creditor of the Company.
- f. The Company shall submit to the stock exchange for dissemination, along with the quarterly/half yearly/ annual financial results, all information required under Regulation 52(4) of the SEBI (LODR) Regulations and submit the financial statements to the Debenture Trustee on the same day.
- g. The Company shall ensure compliance with the all other reporting covenants as more particularly set out in the Debenture Trust Deed and provisions under the Applicable Law, including but not limited to the SEBI Debenture Trustees Regulations, the SEBI Debenture Trustee Circular and the Companies (Share Capital and NCDs) Rules, 2014.

***D. Affirmative Covenants***

The Company shall comply with the following covenants in relation to the Issue including but not limited to the following:

- a. Use of Proceeds as per the purpose of this Tranche I Issue;
- b. Promptly inform the Debenture Trustee of any loss or damage by uncovered risks;
- c. Pay all reasonable costs and expenses;
- d. Payment of Rents;
- e. Preservation of corporate status;
- f. Payment of stamp duty as required under applicable laws;
- g. Prompt and expeditious redressal of grievances;
- h. Comply with investor education and protection fund requirements;
- i. Comply with any corporate governance requirements and fair practices code applicable to the Company;
- j. Comply with all Applicable Law (including but not limited to the Companies Act, the SEBI Listed NCDs Circulars, the SEBI Monitoring Circulars, the environmental, social and taxation related laws, all directions issued by the RBI to non-banking financial companies), the SEBI Debenture Trustees Regulations;

- k. Maintenance of adequate Security;
- l. Ensure execution of all transaction documents without any delay;
- m. Maintain internal control for the purpose of preventing fraud on amounts lent by the Company; and preventing money being used for money laundering or illegal purposes;
- n. Permit visits and inspection of books of records, documents and accounts to the Debenture Trustee;
- o. Keep proper books of account as required by applicable laws;
- p. Keep at its registered office, a register of the NCD Holders or ensure that the Depository maintains a register and index of beneficial owners of the dematerialised NCDs in their records;
- q. Ensure compliance with the provisions of the Foreign Account Tax Compliance Act (“FATCA”); and
- r. Comply with all listing and monitoring requirements.

**E. Negative Covenants**

The Company shall not take any action in relation to the items set out under the heading of negative covenants of the debenture trust deed without the prior written consent of the Debenture Trustee as prescribed under the Debenture Trust Deed, including the following:

**(i) Change of Business / Constitutional Documents**

Change the general nature of its business from that which is permitted as a non-deposit accepting non-banking financial company registered with the RBI or make any changes, amendments, or modifications to its Constitutional Documents which would impact the consummation of the transactions contemplated under the Transaction Documents or otherwise adversely impact the rights/interest of the NCD Holders or in any manner alter the terms of the NCDs.

**(ii) Dividend**

Declare or pay any dividend to its shareholders (including holders of preference shares) if an Event of Default has occurred and is continuing.

**(iii) Disposal of Assets**

Except in the ordinary course of its business including direct assignment, securitisation or co-lending, the Company shall not Sell, transfer, or otherwise dispose of in any manner whatsoever any material Assets including the hypothecated assets, whether in a single transaction or in a series of transactions (whether related or not) or any other transactions which cumulatively have the same effect, unless required Security Cover is maintained.

**(iv) Insolvency**

The Company shall not, without the prior consent of the Debenture Trustee, voluntarily wind up or liquidate or dissolve its affairs or make any filing for initiation of corporate insolvency resolution process or liquidation under the Insolvency and Bankruptcy Code, 2016 or under any other Applicable Laws.

**(v) NCD Terms**

The Company shall not make any modification to the structure of the NCDs in terms of coupon, conversion, redemption, or otherwise without the prior approval of the Stock Exchange and such prior approval of the Stock Exchange would be obtained only after: (a) approval of the Board and the Debenture Trustee; and (b) complying with the provisions of Act, SEBI NCS Regulations, SEBI LODR Regulations and circulars issued thereunder, including approval of the requisite majority of NCD Holders. Further, any proposal of restructuring received by Debenture Trustee shall be communicated to NCD Holders immediately.

**(vi) Investments**

The Company shall not, without the prior consent of the Debenture Trustee, make any investment by way of deposits, loans, bonds, share capital, or in any other form if an Event of Default has occurred and is continuing.

**(vii) Encumbrance**

The Company shall not, without the prior consent of the Debenture Trustee, create or permit to subsist any encumbrance on any hypothecated assets (including, without limitations, on the identified book debts) subject to maintenance of required security cover and other conditions in relation to the security has enumerated in the Debenture Trust Deed.

## ISSUE PROCEDURE

*This section applies to all Applicants. Specific attention of all Applicants is invited to the SEBI Master Circular, which provides, inter-alia, that for all public issues of debt securities all Applicants shall mandatorily use the ASBA facility for participating in the Issue. ASBA Applicants and Applicants applying through the Direct Online Application Mechanism (as defined hereinafter) should note that the ASBA process and the Direct Online Application Mechanism involve application procedures that are different from the procedure applicable to all other Applicants. Please note that all Applicants are required to pay the full Application Amount or ensure that the ASBA Account has sufficient credit balance such that the entire Application Amount can be blocked by the SCSB while making an Application. Further in terms of the SEBI Master Circular retail individual investor may use the Unified Payment Interface (“UPI”) to participate in the public issue for an amount up to ₹ 500,000 through the app/web interface of the Stock Exchange or through intermediaries (Consortium members, Registered Stock Brokers, Registrar and Transfer agent and Depository Participants)*

*Applicants should note that they may submit their Applications to the Designated Intermediaries at the Designated CDP Locations or the RTAs at the Designated RTA Locations or designated branches of SCSBs as mentioned on the Application Form. Applicants are advised to make their independent investigations and ensure that their Applications do not exceed the investment limits or maximum number of NCDs that can be held by them under applicable law or as specified in this Prospectus.*

*Please note that this section has been prepared based on the SEBI Master Circular and the notifications issued by BSE, in relation to the UPI Mechanism, dated December 28, 2020.*

*Specific attention is drawn to the SEBI Master Circular which provides for allotment in public issues of debt securities to be made on the basis of the date of upload of each application into the electronic book of the Stock Exchange, as opposed to the date and time of upload of each such application.*

*Our Company and the Lead Manager do not accept any responsibility for the completeness and accuracy of the information stated in this section and are not liable for any amendment, modification or change in the applicable law which may occur after the date of this Prospectus. Investors are advised to make their independent investigations and ensure that their Bids are submitted in accordance with applicable laws.*

*Further, the Company and the Lead Manager are not liable for any adverse occurrences consequent to the UPI Mechanism for application in the Issue.*

**PLEASE NOTE THAT ALL DESIGNATED INTERMEDIARIES WHO WISH TO COLLECT AND UPLOAD APPLICATION IN THE ISSUE ON THE ELECTRONIC APPLICATION PLATFORM PROVIDED BY THE STOCK EXCHANGE WILL NEED TO APPROACH THE STOCK EXCHANGE AND FOLLOW THE REQUISITE PROCEDURES AS MAY BE PRESCRIBED BY THE STOCK EXCHANGE. THE FOLLOWING SECTION MAY CONSEQUENTLY UNDERGO CHANGE BETWEEN THE DATES OF THIS PROSPECTUS, THE ISSUE OPENING DATE AND THE ISSUE CLOSING DATE.**

**THE LEAD MANAGER, THE CONSORTIUM MEMBERS AND OUR COMPANY SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY ERRORS OR OMISSIONS ON THE PART OF TRADING MEMBERS/DESIGNATED INTERMEDIARIES IN CONNECTION WITH THE RESPONSIBILITY OF TRADING MEMBERS/DESIGNATED INTERMEDIARIES IN RELATION TO COLLECTION AND UPLOAD OF APPLICATION FORMS IN RESPECT OF THE ISSUE ON THE ELECTRONIC APPLICATION PLATFORM PROVIDED BY STOCK EXCHANGE. FURTHER, THE RELEVANT STOCK EXCHANGE WILL BE RESPONSIBLE FOR ADDRESSING INVESTOR GRIEVANCES ARISING FROM APPLICATIONS THROUGH TRADING MEMBERS/DESIGNATED INTERMEDIARIES REGISTERED WITH SUCH STOCK EXCHANGE.**

*Please note that for the purposes of this section, the term “Working Day” shall mean all days excluding Sundays or a holiday of commercial banks in Mumbai, except with reference to Issue Period, where Working Days shall mean all days, excluding Saturdays, Sundays and holiday of commercial banks in Mumbai. Furthermore, for the purpose of post issue period, i.e. period beginning from Issue Closing Date to listing of the NCDs, Working Days shall mean all trading days of Stock Exchange excluding Sundays and bank holidays in Mumbai.*

## **Availability of the Draft Prospectus, this Prospectus, Abridged Prospectus and Application Forms**

The copies of the Draft Prospectus, this Prospectus, Abridged Prospectus together with Application Forms may be obtained from our Registered Office, Lead Manager to the Issue, Consortium Members for marketing of the Issue, the Registrar to the Issue and the Designated Branches of the SCSBs. Additionally, this Prospectus and the Application Forms will be available for download on the website of BSE at [www.bseindia.com](http://www.bseindia.com) and of NSE at [www.nseindia.com](http://www.nseindia.com). A unique application number (“UAN”) will be generated for every Application Form downloaded from the website of the Stock Exchange i.e. BSE at [www.bseindia.com](http://www.bseindia.com) and at NSE at [www.nseindia.com](http://www.nseindia.com). Hyperlinks to the websites of the Stock Exchange for this facility will be provided on the websites of the Lead Manager and the SCSBs.

In addition, Application Forms would also be made available to all the recognised stock exchange. Further, Application Forms will also be provided to Trading Members at their request.

Our Company may provide Application Forms for being filled and downloaded at such websites as we may deem fit. The Issuer may also provide Application Forms for being downloaded and filled at such websites as it may deem fit. In addition, online demat account portals may also provide the facility of submitting the Application Forms online to their account holders’.

Retail Individual Investors making an Application up to ₹ 5 lakh, using the UPI Mechanism, must provide the UPI ID in the relevant space provided in the Application Form. Application Forms that do not contain the UPI ID are liable to be rejected. UPI Investors applying using the UPI Mechanism may also apply through the SCSBs and mobile applications using the UPI handles as provided on the website of SEBI.

### **Who can apply?**

The following categories of persons are eligible to apply in the Issue.

#### **Category I – Institutional Investors**

- Resident Public financial institutions, scheduled commercial banks, Indian multilateral and bilateral development financial institutions which are authorised to invest in the NCDs;
- Provident funds and pension funds each with a minimum corpus of ₹ 250 million, superannuation funds and gratuity funds, which are authorised to invest in the NCDs;
- Alternative Investment Funds, subject to investment conditions applicable to them under the Securities and Exchange Board of India (Alternative Investment Funds) Regulations, 2012;
- Resident Venture Capital Funds registered with SEBI;
- Insurance companies registered with the IRDAI;
- State industrial development corporations;
- Insurance funds set up and managed by the army, navy, or air force of the Union of India;
- Insurance funds set up and managed by the Department of Posts, the Union of India;
- Systemically Important Non-Banking Financial Company registered with the RBI;
- 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; and
- Mutual funds registered with SEBI.

#### **Category II – Non-Institutional Investors**

- Companies within the meaning of Section 2(20) of the Companies Act, 2013; statutory bodies/ corporations and societies registered under the applicable laws in India and authorised to invest in the NCDs;
- Co-operative banks and regional rural banks;
- Trusts including public/private charitable/religious trusts which are authorised to invest in the NCDs;
- Educational institutions and associations of persons and/or bodies established pursuant to or registered under any central or state statutory enactment: which are authorised to invest in the NCDs ;
- Scientific and/or industrial research organisations, which are authorised to invest in the NCDs;
- Partnership firms in the name of the partners;
- Limited liability partnerships formed and registered under the provisions of the Limited Liability Partnership Act, 2008 (No. 6 of 2009);
- Association of Persons; and

- Any other incorporated and/ or unincorporated body of persons.

### **Category III – High Net Worth Individual Investors**

- High Net-worth Individual Investors - Resident Indian individuals or Hindu Undivided Families through the Karta applying for an amount aggregating to above ₹ 10,00,000 across all options of NCDs in the Issue.

### **Category IV - Retail Individual Investors**

- Retail Individual Investors - Resident Indian individuals or Hindu Undivided Families through the Karta applying for an amount aggregating up to and including ₹10,00,000 across all options of NCDs in the Issue and shall include Retail Individual Investors, who have submitted bid for an amount not more than ₹500,000 in any of the bidding options in the Issue (including HUFs applying through their Karta and does not include NRIs) through UPI Mechanism.

Note: Participation of any of the aforementioned categories of persons or entities is subject to the applicable statutory and/or regulatory requirements in connection with the subscription to Indian securities by such categories of persons or entities.

**Applicants are advised to ensure that applications made by them do not exceed the investment limits or maximum number of Bonds that can be held by them under applicable statutory and or regulatory provisions.**

**Applicants are advised to ensure that they have obtained the necessary statutory and/or regulatory permissions/consents/approvals in connection with applying for, subscribing to, or seeking allotment of NCDs pursuant to the Issue.**

**The Lead Manager, Members of Consortium and their respective associates and affiliates are permitted to subscribe in the Issue.**

The information below is given for the benefit of Applicants. Our Company and the Lead Manager are not liable for any amendment or modification or changes in applicable laws or regulations, which may occur after the date of this Prospectus.

### **How to apply?**

#### **Availability of the Draft Prospectus, this Prospectus, Abridged Prospectus and Application Forms**

Physical copies of the Abridged Prospectus containing the salient features of the Prospectus, together with Application Forms may be obtained from our Registered Office and Corporate Office, offices of the Lead Manager, offices of the Consortium Member, the Registrar to the Issue, Designated RTA Locations for RTAs, Designated CDP Locations for CDPs and the Designated Branches of the SCSBs

Additionally, electronic copies of this Prospectus, the Prospectus and the Application Forms will be available.

- (i) for download on the website of BSE and NSE at [www.bseindia.com](http://www.bseindia.com) and [www.nseindia.com](http://www.nseindia.com), respectively, and the website of the Lead Manager.
- (ii) at the designated branches of the SCSBs and the Members of the Consortium at the Specified Locations.

Electronic copies of the Draft Prospectus, this Prospectus along with the downloadable version of the Application Form will be available on the websites of the Lead Manager, the Stock Exchanges, SEBI and SCSBs Electronic Application Forms will also be available on the website of the Stock Exchanges and on the websites of the SCSBs that permit the submission of Applications electronically. A hyperlink to the website of the Stock Exchange for this facility will be provided on the website of the Lead Manager and the SCSBs. Further, Application Forms will also be provided to Designated Intermediaries at their request. A Unique Application number (“UAN”) will be generated for every Application Form downloaded from the websites of Stock Exchanges. Further, Application Forms will also be provided to Designated Intermediaries at their request.

Our Company may also provide Application Forms for being downloaded and filled at such websites as it may deem fit. In addition, brokers having online demat account portals may also provide a facility of submitting the Application Forms virtually online to their account holders. Trading Members of the Stock Exchanges can download Application

Forms from the websites of the Stock Exchanges. Further, Application Forms will be provided to Trading Members of the Stock Exchanges at their request.

***Please note that there is a single Application Form for, persons resident in India.***

### **Method of Application**

In terms of the SEBI Master Circular an eligible investor desirous of applying in this Issue can make Applications through the ASBA mechanism only.

All Applicants shall mandatorily apply in the Issue through the ASBA process only. Applicants intending to subscribe in the Issue shall submit a duly filled Application form to any of the Designated Intermediaries. Designated Intermediaries (other than SCSBs) shall submit/deliver the Application Form (except the Application Form from a retail individual investor bidding using the UPI mechanism) to the respective SCSB, where such investor has a bank account and shall not submit it to any non-SCSB bank or any Escrow Bank.

Applicants are requested to note that in terms of the SEBI Master Circular, SEBI has mandated issuers to provide, through a recognized Stock Exchange which offers such a facility, an online interface enabling direct application by investors to a public issue of debt securities with an online payment facility (“**Direct Online Application Mechanism**”). In this regard, SEBI has, through the SEBI Master Circular, directed recognized Stock Exchange in India to put in necessary systems and infrastructure for the implementation of the SEBI Master Circular and the Direct Online Application Mechanism infrastructure for the implementation of the SEBI Master Circular and the Direct Online Application Mechanism. The Direct Online Application facility will be available for this Issue as per mechanism provided in the SEBI Master Circular

Designated Intermediaries (other than SCSBs) shall submit/deliver the Application Form (except the Application Form from a Retail Individual Investor bidding using the UPI mechanism) to the respective SCSB, where such investor has a bank account and shall not submit it to any non-SCSB bank or any Escrow Bank.

Applicants should submit the Application Form only at the Bidding Centers, i.e., to the respective Syndicate Members at the Specified Locations, the SCSBs at the Designated Branches, the Registered Broker at the Broker Centers, the RTAs at the Designated RTA Locations or CDPs at the Designated CDP Locations. Kindly note that Application Forms submitted by Applicants at the Specified Locations will not be accepted if the SCSB with which the ASBA Account, as specified in the Application Form is maintained has not named at least one branch at that location for the Designated Intermediaries for deposit of the Application Forms. A list of such branches is available at <http://www.sebi.gov.in>.

The relevant Designated Intermediaries, upon receipt of physical Application Forms from Applicants, shall upload the details of these Application Forms to the online platform of the Stock Exchange and submit these Application Forms with the SCSB (except Application Form from RIBs using the UPI Mechanism) with whom the relevant ASBA Accounts are maintained.

For RIBs using UPI Mechanism, the Stock Exchange shall share the bid details (including UPI ID) with the Sponsor Bank on a continuous basis to enable the Sponsor Bank to initiate UPI Mandate Request to RIBs for blocking of funds.

Designated Intermediaries (other than SCSBs) shall not accept any Application Form from a Retail Individual Investor who is not applying using the UPI Mechanism. For Retail Individual Investors using UPI Mechanism, the Stock Exchange shall share the bid details (including UPI ID) with the Sponsor Bank on a continuous basis to enable the Sponsor Bank to initiate UPI Mandate Request to Retail Individual Investors for blocking of funds. An Applicant shall submit the Application Form, in physical form, the Application Form shall be stamped at the relevant Designated Branch of the SCSB. Application Forms in physical mode, which shall be stamped, can also be submitted to be the Designated Intermediaries at the Specified Locations. The SCSB shall block an amount in the ASBA Account equal to the Application Amount specified in the Application Form. Further, the Application may also be submitted through the app or web interface developed by Stock Exchanges wherein the Application is automatically uploaded onto the Stock Exchange bidding platform and the amount is blocked using the UPI mechanism, as applicable.

For Applicants who submit the Application Form, in physical mode, the Application Form shall be stamped at the relevant Designated Branch of the SCSB. Application Forms in physical mode, which shall be stamped, can also be

submitted to be the Designated Intermediaries at the Specified Locations. The SCSB shall block an amount in the ASBA Account equal to the Application Amount specified in the Application Form.

Our Company, the Directors, affiliates, associates and their respective directors and officers, Lead Manager and the Registrar to the Issue shall not take any responsibility for acts, mistakes, errors, omissions and commissions etc. in relation to ASBA Applications accepted by the Designated Intermediaries, Applications uploaded by SCSBs, Applications accepted but not uploaded by SCSBs or Applications accepted and uploaded without blocking funds in the ASBA Accounts. It shall be presumed that for Applications uploaded by SCSBs, the Application Amount has been blocked in the relevant ASBA Account. Further, all grievances against Designated Intermediaries in relation to the Issue should be made by Applicants directly to the relevant Stock Exchange.

In terms of the SEBI Master Circular, an eligible investor desirous of applying in this Issue can make Applications through the following modes:

1. *Self-Certified Syndicate Bank (SCSB) or intermediaries (viz. Syndicate members, Registered Stock Brokers, Registrar and Transfer agent and Depository Participants)*
  - a. *An investor may submit the bid-cum-application form, with ASBA as the sole mechanism for making payment, physically at the branch of a SCSB, i.e., investor's bank. For such applications, the existing process of uploading of bid on the Stock Exchange bidding platform and blocking of funds in investors account by the SCSB would continue.*
  - b. *An investor may submit the completed bid-cum-application form to intermediaries mentioned above along with details of his/her bank account for blocking of funds. The intermediary shall upload the bid on the Stock Exchange bidding platform and forward the application form to a branch of a SCSB for blocking of funds.*
  - c. *An investor may submit the bid-cum-application form with a SCSB, or the intermediaries mentioned above and use his / her bank account linked UPI ID for the purpose of blocking of funds, if the application value is ₹5 lakh or less. The intermediary shall upload the bid on the Stock Exchange bidding platform. The application amount would be blocked through the UPI mechanism in this case.*
2. *Through Stock Exchange*
  - a. *An investor may submit the bid-cum-application form through the App or web interface developed by Stock Exchange (or any other permitted methods) wherein the bid is automatically uploaded onto the Stock Exchange bidding platform and the amount is blocked using the UPI Mechanism.*
  - b. *The Stock Exchanges have extended their web-based platforms i.e., 'BSE Direct' and 'NSEgoBID' to facilitate investors to apply in public issues of debt securities through the web-based platform and mobile app with a facility to block funds through Unified Payments Interface (UPI) mechanism for application value up to ₹5 lakh. To place bid through the 'BSE Direct' and / or 'NSEgoBID' platforms/mobile apps, the eligible investor is required to register himself/ herself with BSE Direct and / or 'NSEgoBID', as may be applicable*
  - c. *An investor may use the following links to access the web-based interface developed by the Stock Exchanges to bid using the UPI Mechanism: BSE: <https://www.bsedirect.com>; and NSE: <https://eipo.nseindia.com/eipodc/rest/login>.*
  - d. *The BSE Direct and NSE goBID mobile application can be downloaded from play store in android phones. Kindly search for 'BSEdirect' or 'NSE goBID' on Google Playstore for downloading mobile applications*
  - e. *To further clarify the submission of bids through the app or web interface, the BSE has issued operational guidelines and circulars dated December 28, 2020 available at <https://www.bseindia.com/markets/MarketInfo/DispNewNoticesCirculars.aspx?page=20201228-60>, <https://www.bseindia.com/markets/MarketInfo/DispNewNoticesCirculars.aspx?page=20201228-61> and the circular dated May 5, 2022 available at*

*<https://www.bseindia.com/markets/MarketInfo/DispNewNoticesCirculars.aspx?page=20220519-34>. Similar circulars by NSE are available at <https://www1.nseindia.com/content/circulars/IPO46907.zip> and <https://www1.nseindia.com/content/circulars/IPO46867.zip>. Further, NSE has allowed its 'GoBid' mobile application which is currently available for placing bids for non-competitive bidding shall also be available for applications of public issues of debt securities.*

### **Application Size**

Each Application should be for a minimum of 10 NCDs and multiples of one NCD thereof.

Applicants can apply for any or all types of NCDs offered hereunder (any/all series) provided the Applicant has applied for minimum application size using the same Application Form.

Applicants are advised to ensure that applications made by them do not exceed the investment limits or maximum number of NCDs that can be held by them under applicable statutory and or regulatory provisions.

### **APPLICATIONS BY VARIOUS APPLICANT CATEGORIES**

Applications by Mutual Funds Pursuant to the SEBI Master Circular for Mutual Funds bearing reference number SEBI/HO/IMD/IMD-PoD-1/P/CIR/2024/90 dated June 27, 2024, mutual funds are required to ensure that the total exposure of debt schemes of mutual funds in a particular sector shall not exceed 20% of the net assets value of the scheme. Further, the additional exposure limit provided for financial services sector not exceeding 10% of net assets value of scheme shall be allowed only by way of increase in exposure to HFCs. However the overall exposure in HFCs shall not exceed the sector exposure limit of 20% of the net assets of the scheme. Further, the group level limits for debt schemes and the ceiling be fixed at 10% of net assets value extendable to 15% of net assets value after prior approval of the board of trustees. A separate Application can be made in respect of each scheme of an Indian mutual fund registered with SEBI and such Applications shall not be treated as multiple Applications. Applications made by the AMCs or custodians of a Mutual Fund shall clearly indicate the name of the concerned scheme for which the Application is being made. An Application Form by a mutual fund registered with SEBI for Allotment of the NCDs must be also accompanied by certified true copies of (i) its SEBI registration certificates (ii) the trust deed in respect of such mutual fund (ii) a resolution authorising investment and containing operating instructions and (iii) specimen signatures of authorized signatories. Failing this, the Issuer reserves the right to accept or reject any Application in whole or in part, in either case, without assigning any reason thereof.

### **Application by Scheduled Commercial Banks, Co-operative Banks and Regional Rural Banks**

Scheduled Commercial Banks, Co-operative Banks and Regional Rural Banks can apply in the Issue based upon their own investment limits and approvals. Applications by them for Allotment of the NCDs must be accompanied by certified true copies of (i) memorandum and articles of association/charter of constitution; (ii) power of attorney; (iii) a board resolution authorising investment; and (iv) a letter of authorisation. Failing this, our Company reserves the right to accept or reject any Application for Allotment of the NCDs in whole or in part, in either case, without assigning any reason therefor.

Failing this, our Company reserves the right to accept or reject any Application in whole or in part, in either case, without assigning any reason therefor.

**Pursuant to SEBI Circular no. CIR/CFD/DIL/1/2013 dated January 2, 2013, SCSBs making applications on their own account using ASBA facility, should have a separate account in their own name with any other SEBI registered SCSB. Further, such account shall be used solely for the purpose of making application in public issues and clear demarcated funds should be available in such account for ASBA applications.**

### **Application by Insurance Companies**

Insurance companies registered with the IRDAI can apply in the Issue based on their own investment limits and approvals in accordance with the regulations, guidelines and circulars issued by the IRDAI. The Application Form must be accompanied by certified true copies of their (i) memorandum and articles of association/charter of

constitution; (ii) power of attorney; (iii) resolution authorising investments/containing operating instructions; and (iv) specimen signatures of authorised signatories.

**Failing this, our Company reserves the right to accept or reject any Application in whole or in part, in either case, without assigning any reason therefor.**

#### **Applications by Indian Alternative Investments Funds**

Applications made by 'alternative investment funds' eligible to invest in accordance with the Securities and Exchange Board of India (Alternative Investment Fund) Regulations, 2012, as amended (the "SEBI AIF Regulations") for Allotment of the NCDs must be accompanied by certified true copies of (i) SEBI registration certificate; (ii) a resolution authorising investment and containing operating instructions; and (iii) specimen signatures of authorised persons. The Alternative Investment Funds shall at all times comply with the requirements applicable to it under the SEBI AIF Regulations and the relevant notifications issued by SEBI.

**Failing this, our Company reserves the right to accept or reject any Application in whole or in part, in either case, without assigning any reason therefor.**

#### **Applications by Associations of persons and/or bodies established pursuant to or registered under any central or state statutory enactment**

In case of Applications made by Applications by Associations of persons and/or bodies established pursuant to or registered under any central or state statutory enactment, must submit a (i) certified copy of the certificate of registration or proof of constitution, as applicable, (ii) Power of Attorney, if any, in favour of one or more persons thereof, (iii) such other documents evidencing registration thereof under applicable statutory/regulatory requirements. Further, any trusts applying for NCDs pursuant to the Issue must ensure that (a) they are authorized under applicable statutory/regulatory requirements and their constitution instrument to hold and invest in debentures, (b) they have obtained all necessary approvals, consents or other authorisations, which may be required under applicable statutory and/or regulatory requirements to invest in debentures, and (c) Applications made by them do not exceed the investment limits or maximum number of NCDs that can be held by them under applicable statutory and/or regulatory provisions.

**Failing this, our Company reserves the right to accept or reject any Applications in whole or in part, in either case, without assigning any reason, therefore.**

#### **Applications by Trusts**

In case of Applications made by trusts, settled under the Indian Trusts Act, 1882, as amended, or any other statutory and/or regulatory provision governing the settlement of trusts in India, must submit a (i) certified copy of the registered instrument for creation of such trust, (ii) power of attorney, if any, in favour of one or more trustees thereof, (iii) such other documents evidencing registration thereof under applicable statutory/regulatory requirements. Further, any trusts applying for NCDs pursuant to the Issue must ensure that (a) they are authorized under applicable statutory/regulatory requirements and their constitution instrument to hold and invest in debentures, (b) they have obtained all necessary approvals, consents or other authorisations, which may be required under applicable statutory and/or regulatory requirements to invest in debentures, and (c) Applications made by them do not exceed the investment limits or maximum number of NCDs that can be held by them under applicable statutory and or regulatory provisions.

**Failing this, our Company reserves the right to accept or reject any Applications in whole or in part, in either case, without assigning any reason therefor.**

#### **Applications by Public Financial Institutions or statutory corporations, which are authorized to invest in the NCDs**

The Application must be accompanied by certified true copies of: (i) any Act/ Rules under which they are incorporated; (ii) board resolution authorising investments; and (iii) specimen signature of authorized person.

**Failing this, our Company reserves the right to accept or reject any Applications in whole or in part, in either case, without assigning any reason therefor.**

**Applications made by companies, bodies corporate and societies registered under the applicable laws in India**

The Application must be accompanied by certified true copies of: (i) any act/ rules under which they are incorporated; (ii) Board Resolution authorising investments; and (iii) Specimen signature of authorized person.

**Failing this, our Company reserves the right to accept or reject any Applications in whole or in part, in either case, without assigning any reason therefor.**

**Applications by Indian scientific and/ or industrial research organizations, which are authorized to invest in the NCDs**

Applications by scientific and/ or industrial research organisations which are authorised to invest in the NCDs must be accompanied by certified true copies of: (i) any act/rules under which such Applicant is incorporated; (ii) a resolution of the board of directors of such Applicant authorising investments; and (iii) specimen signature of authorized persons of such Applicant.

**Failing this, our Company reserves the right to accept or reject any Applications for Allotment of the NCDs in whole or in part, in either case, without assigning any reason therefor.**

**Applications by Partnership firms formed under applicable Indian laws in the name of the partners and Limited Liability Partnerships formed and registered under the provisions of the Limited Liability Partnership Act, 2008**

Applications made by partnership firms and limited liability partnerships formed and registered under the Limited Liability Partnership Act, 2008 must be accompanied by certified true copies of: (i) the partnership deed for such Applicants; (ii) any documents evidencing registration of such Applicant thereof under applicable statutory/regulatory requirements; (iii) a resolution authorizing the investment and containing operating instructions; and (iv) specimen signature of authorized persons of such Applicant.

**Failing this, our Company reserves the right to accept or reject any Applications for Allotment of the NCDs in whole or in part, in either case, without assigning any reason therefor.**

**Applications under a power of attorney by limited companies, corporate bodies and registered societies**

In case of Applications made pursuant to a power of attorney by Applicants from Category I and Category II, a certified copy of the power of attorney or the relevant resolution or authority, as the case may be, along with a certified copy of the memorandum of association and articles of association and/or bye laws must be lodged along with the Application Form.

**Failing this, our Company reserves the right to accept or reject any Application in whole or in part, in either case, without assigning any reason therefor.**

In case of Applications made pursuant to a power of attorney by Applicants from Category III and Category IV, a certified copy of the power of attorney must be lodged along with the Application Form.

In case of physical ASBA Applications made pursuant to a power of attorney, a certified copy of the power of attorney must be lodged along with the Application Form.

**Failing this our Company, in consultation with the Lead Manager, reserves the right to reject such Applications. Our Company, in its absolute discretion, reserves the right to relax the above condition of attaching the power of attorney along with the Application Forms subject to such terms and conditions that our Company and the Lead Manager may deem fit.**

Brokers having online demat account portals may also provide a facility of submitting the Application Forms online to their account holders. Under this facility, a broker receives an online instruction through its portal from the

Applicant for making an Application on his or her behalf. Based on such instruction, and a power of attorney granted by the Applicant to authorize the broker, the broker makes an Application on behalf of the Applicant.

**Applications by provident funds, pension funds, superannuation funds and gratuity funds which are authorized to invest in the NCDs**

Applications by provident funds, pension funds, superannuation funds and gratuity funds which are authorized to invest in the NCDs, for Allotment of the NCDs must be accompanied by certified true copies of: (i) any act/rules under which they are incorporated; (ii) a power of attorney, if any, in favour of one or more trustees thereof, (iii) a board resolution authorizes investments; (iv) such other documents evidencing registration thereof under applicable statutory/regulatory requirements; (v) specimen signature of authorized person; (vi) a certified copy of the registered instrument for creation of such fund/trust; and (vii) any tax exemption certificate issued by Income Tax authorities.

**Failing this, our Company reserves the right to accept or reject any Applications for Allotment of the NCDs in whole or in part, in either case, without assigning any reason thereof.**

**Applications by National Investment Funds**

Application made by a national investment fund for Allotment of the NCDs must be accompanied by certified true copies of: (i) a resolution authorising investment and containing operating instructions; and (ii) specimen signatures of authorized persons.

**Failing this, our Company reserves the right to accept or reject any Applications for Allotment of the NCDs in whole or in part, in either case, without assigning any reason thereof.**

**Applications by Systematically Important Non-banking financial companies**

Applications made by systematically important non-banking financial companies registered with the RBI and under other applicable laws in India must be accompanied by certified true copies of: (i) memorandum and articles of association/charter of constitution; (ii) power of attorney;(iii) board Resolution authorizes investments; and (iii) specimen signature of authorized person.

**Failing this, our Company reserves the right to accept or reject any Applications in whole or in part, in either case, without assigning any reason therefor.**

The Syndicate Members and their respective associates and affiliates are permitted to subscribe in the Issue.

**Applications cannot be made by:**

- a. Minors without a guardian name\* (A guardian may apply on behalf of a minor. However, the name of the guardian will also need to be mentioned on the Application Form);
- b. Foreign nationals, NRI inter-alia including any NRIs who are (i) based in the USA, and/or, (ii) domiciled in the USA, and/or, (iii) residents/citizens of the USA, and/or, (iv) subject to any taxation laws of the USA;
- c. Person's resident outside India and other foreign entities;
- d. Foreign Institutional Investors;
- e. Foreign Portfolio Investors;
- f. Non-Resident Indians;
- g. Qualified Foreign Investors;
- h. Overseas Corporate Bodies\*\*;
- i. Foreign Venture Capital Funds; and
- j. Person's ineligible to contract under applicable statutory/ regulatory requirements.

\* *Applicant shall ensure that guardian is competent to contract under Indian Contract Act, 1872*

*The Registrar to the Issue shall verify the above on the basis of the records provided by the Depositories based on the DP ID and Client ID provided by the Applicants in the Application Form and uploaded onto the electronic system of the Stock Exchange by the Designated Intermediaries.*

Based on the information provided by the Depositories, our Company shall have the right to accept Applications belonging to an account for the benefit of a minor (under guardianship). In case of such Applications, the Registrar to the Issue shall verify the above on the basis of the records provided by the Depositories based on the DP ID and Client ID provided by the Applicants in the Application Form and uploaded onto the electronic system of the Stock Exchange.

**\*\*** *The concept of Overseas Corporate Bodies (meaning any company, partnership firm, society and other corporate body or overseas trust irrevocably owned/held directly or indirectly to the extent of at least 60% by NRIs), which was in existence until 2003, was withdrawn by the Foreign Exchange Management (Withdrawal of General Permission to Overseas Corporate Bodies) Regulations, 2003. Accordingly, OCBs are not permitted to invest in the Issue.*

### **Payment instructions**

#### **Payment mechanism for Applicants**

An Applicant shall specify details of the ASBA Account Number in the Application Form and the relevant SCSB shall block an amount equivalent to the Application Amount in the ASBA Account specified in the Application Form.

An Applicant may submit the completed Application Form to designated intermediaries along with details of his/her bank account for blocking of funds. The intermediary shall upload the bid on the Designated Stock Exchange bidding platform and forward the application form to a branch of a SCSB for blocking of funds.

An Applicant (belonging to Category IV) may also submit the Application Form with a SCSB, or the intermediaries mentioned above and use his / her bank account linked UPI ID for the purpose of blocking of funds, if the application value is ₹5 lakh or less. The intermediary shall upload the bid on the Stock Exchange bidding platform. The application amount would be blocked through the UPI Mechanism once the mandate request has been successfully accepted by the Applicant in this case.

An Applicant may submit the Application Form through the App or web interface developed by Stock Exchange wherein the bid is automatically uploaded onto the Stock Exchange bidding platform and the amount is blocked using the UPI Mechanism once the mandate request has been successfully accepted by the Applicant.

Upon receipt of an intimation from the Registrar to the Issue, the SCSBs shall, on the Designated Date, transfer such blocked amount from the ASBA Account to the Public Issue Account in terms of the Public Issue Account and Sponsor Bank Agreement. The balance amount remaining after the authorizes of the Basis of Allotment shall be unblocked by the SCSBs on the basis of the instructions issued in this regard by the Registrar to the Issue to the respective SCSB within 6 (six) Working Days of the Issue Closing Date. The Application Amount shall remain blocked in the ASBA Account until transfer of the Application Amount to the Public Issue Account, or until withdrawal/ failure of the Issue or until rejection of the Application, as the case may be.

For ASBA Applications submitted to the Lead Manager or Consortium Member or Trading Members of the Stock Exchange at the Specified Cities, the ASBA Application will be uploaded onto the electronic system of the Stock Exchange and deposited with the relevant branch of the SCSB at the Specified City named by such SCSB to accept such ASBA Applications from the Lead Manager or Trading Members of the Stock Exchange, as the case may be (A list of such branches is available at <http://www.sebi.gov.in/sebiweb/home/list/5/33/0/0/Recognised-Intermediaries>). The relevant branch of the SCSB shall perform verification procedures and block an amount in the ASBA Account equal to the Application Amount specified in the ASBA Application.

For ASBA Applications submitted directly to the SCSBs, the relevant SCSB shall block an amount in the ASBA Account equal to the Application Amount specified in the ASBA Application, before entering the ASBA Application into the electronic system of the Stock Exchange. SCSBs may provide the electronic mode of application either through an internet enabled application and banking facility or such other secured, electronically enabled mechanism for application and blocking of funds in the ASBA Account.

**Applicants should ensure that they have funds equal to the Application Amount in the ASBA Account before submitting the ASBA Application to the Lead Manager or Consortium Member or Trading Members of the Stock Exchange, as the case may be, at the Specified Cities or to the Designated Branches of the SCSBs. An ASBA Application where the corresponding ASBA Account does not have sufficient funds equal to the Application Amount at the time of blocking the ASBA Account is liable to be rejected.**

The Application Amount shall remain blocked in the ASBA Account until approval of the Basis of Allotment and consequent transfer of the amount against the Allotted NCDs to the Public Issue Account(s), or until withdrawal/ failure of the Issue or until withdrawal/ rejection of the Application Form, as the case may be. Once the Basis of Allotment is approved, the Registrar to the Issue shall send an appropriate request to the controlling branch of the SCSB for unblocking the relevant ASBA Accounts and for transferring the amount pertaining to NCDs allotted to the successful Applicants to the Public Issue Account(s). The balance amount remaining after the authorizes of the Basis of Allotment shall be unblocked by the SCSBs on the basis of the instructions issued in this regard by the Registrar to the respective SCSB within 5 (five) Working Days of the Issue Closing Date. The Application Amount shall remain blocked in the ASBA Account until transfer of the Application Amount to the Public Issue Account, or until withdrawal/ failure of the Issue or until rejection of the ASBA Application, as the case may be. In case of withdrawal/ failure of the Issue, the blocked amount shall be unblocked on receipt of such information from the Registrar to the Issue.

#### **Payment mechanism for Direct Online Applicants**

In the event the Direct Online Application facility is implemented by the Stock Exchanges, relevant “know your customer” details of such Applicants will be validated online from the Depositories, on the basis of the DP ID and Client ID provided by them in the Application Form. On successful submission of a Direct Online Application, the Applicant will receive a system generated unique application number (“UAN”) and an SMS or an email confirmation on credit of the requisite Application Amount paid through the online payment facility with the Direct Online Application. On Allotment, the Registrar to the Issue shall credit NCDs to the beneficiary account of the Applicant and in case of refund, the refund amount shall be credited directly to the Applicant’s bank account. Applicants applying through the Direct Online Application facility must preserve their UAN and quote their UAN in: (a) any cancellation/withdrawal of their Application; (b) in queries in connection with Allotment of NCDs and/or refund(s); and/or (c) in all investor grievances/complaints in connection with the Issue.

#### **Additional information for Applicants**

1. Application Forms submitted by Applicants whose beneficiary accounts are inactive shall be rejected.
2. No separate receipts will be issued for the money blocked on the submission of Application Form. However, the collection center of the Designated Intermediaries will acknowledge the receipt of the Application Forms by stamping and returning to the Applicant the acknowledgement slip. This acknowledgement slip will serve as the duplicate of the Application Form for the records of the Applicant.
3. Applications should be submitted on the Application Form only. In the event that physical Application Form do not bear the stamp of the Designated Intermediaries, or the relevant Designated Branch, as the case may be, they are liable to be rejected.
4. Application Forms submitted by Applicants shall be for allotment of NCDs only in dematerialized form.

#### **Additional Instructions for Retail Individual Investors using the UPI mechanism:**

1. Before submission of the application form with the Designated Intermediary, a Retail Individual Investor shall download the mobile app for UPI and create a UPI ID (xyz@bankname) of not more than 45 characters with its bank and link it to his/ her bank account where the funds equivalent to the application amount is available.
2. The Retail Individual Investor shall fill in the bid details in the application form along with his/ her bank account linked UPI ID and submit the application with any of the intermediaries or through the stock exchange App/ Web interface.
3. The Designated Intermediary, upon receipt of form, shall upload the bid details along with the UPI ID on the Stock Exchange(s) bidding platform using appropriate protocols.

4. Once the bid has been entered in the bidding platform, the Stock Exchange(s) shall undertake validation of the PAN and Demat account combination details of investor with the depository.
5. The Depository shall validate the aforesaid PAN and Demat account details on a near real time basis and send response to Stock Exchange(s) which would be shared by the Stock Exchange(s) with the Designated Intermediaries through its platform, for corrections, if any.
6. Once the bid details are uploaded on the Stock Exchange(s) platform, the Stock Exchange(s) shall send an SMS to the investor regarding submission of his / her application, at the end of day, during the bidding period. For the last day of bidding, the SMS may be sent the next Working Day.
7. Post undertaking validation with the Depository, the Stock Exchange(s) shall, on a continuous basis, electronically share the bid details along with investors UPI ID, with the Sponsor Bank appointed by our Company.
8. The Sponsor Bank shall initiate a mandate request on the investor i.e., request the investor to authorize blocking of funds equivalent to application amount and subsequent debit of funds in case of allotment.
9. The request raised by the Sponsor Bank, would be electronically received by the investor as a SMS / intimation on his / her mobile no. / mobile app, associated with the UPI ID linked bank account.
10. The investor shall be able to view the amount to be blocked as per his / her bid in such intimation. The investor shall be able to view an attachment wherein the bid details submitted by such investor will be visible. After reviewing the details properly, the investor shall be required to proceed to authorize the mandate. Such mandate raised by the Sponsor Bank would be a one-time mandate for each application in the Issue.
11. The investor is required to accept the UPI mandate latest by 5 pm on the third working day from the day of bidding on the stock exchange platform except for the last day of the Issue period or any other modified closure date of the Issue period in which case, he / she is required to accept the UPI mandate latest by 5 pm the next Working Day.
12. The investor shall not be allowed to add or modify the bid(s) of the application except for modification of either DP ID/Client ID, or PAN ID but not both. However, the investor can withdraw the bid(s) and reapply.
13. For mismatch bids, on successful validation of PAN and DP ID/ Client ID combination during T+1 (T being the Issue Closing Date) modification session, such bids will be sent to Sponsor Bank for further processing by the Exchange on T+1 (T being the Issue Closing Date) day till 1 pm.
14. The facility of Re-initiation/ Resending the UPI mandate shall be available only till 5 pm on the day of bidding.
15. Upon successful validation of block request by the investor, as above, the said information would be electronically received by the investors' bank, where the funds, equivalent to application amount, would get blocked in investors account. Intimation regarding confirmation of such block of funds in investors account would also be received by the investor.
16. The information containing status of block request (e.g., accepted / decline / pending) would also be shared with the Sponsor Bank, which in turn would be shared with the Stock Exchange(s). The block request status would also be displayed on the Stock Exchange(s) platform for information of the intermediary.
17. The information received from Sponsor Bank, would be shared by Stock Exchange(s) with the Registrar to the Issue in the form of a file for the purpose of reconciliation.
18. Post closure of the Issue, the Stock Exchange(s) shall share the bid details with the Registrar to the Issue. Further, the Stock Exchange(s) shall also provide the Registrar to the Issue, the final file received from the Sponsor Bank, containing status of blocked funds or otherwise, along with the bank account details with respect to applications made using UPI ID.
19. The allotment of debt securities shall be done as per SEBI Master Circular.

20. The RTA, based on information of bidding and blocking received from the Stock Exchange, shall undertake reconciliation of the bid data and block confirmation corresponding to the bids by all investor category applications (with and without the use of UPI) and prepare the basis of allotment.
21. Upon approval of the basis of allotment, the RTA shall share the 'debit' file with Sponsor bank (through Stock Exchange) and SCSBs, as applicable, for credit of funds in the public issue account and unblocking of excess funds in the investor's account. The Sponsor Bank, based on the mandate approved by the investor at the time of blocking of funds, shall raise the debit / collect request from the investor's bank account, whereupon funds will be transferred from investor's account to the public issue account and remaining funds, if any, will be unblocked without any manual intervention by investor or their bank.
22. Upon confirmation of receipt of funds in the public issue account, the securities would be credited to the investor's account. The investor will be notified for full/partial allotment. For partial allotment, the remaining funds would be unblocked. For no allotment, mandate would be revoked and application amount would be unblocked for the investor.
23. Thereafter, Stock Exchange will issue the listing and trading approval.
24. Further, in accordance with the Operational Instructions and Guidelines for Making Application for Public Issue of Debt Securities through BSE Direct issued by BSE on December 28, 2020 and May 19, 2022, the investor shall also be responsible for the following:
  - i. Investor shall check the Issue details before placing desired bids;
  - ii. Investor shall check and understand the UPI mandate acceptance and block of funds process before placing the bid;
  - iii. The receipt of the SMS for mandate acceptance is dependent upon the system response/integration of UPI on Debt Public Issue System;
  - iv. Investor shall accept the UPI Mandate Requests within the stipulated timeline;
  - v. Investor shall note that the transaction will be treated as completed only after the acceptance of mandates by the investor by way of authorising the transaction by entering their UPI pin and successfully blocking funds through the ASBA process by the investor's bank;
  - vi. Investor shall check the status of their bid with respect to the mandate acceptance and blocking of funds for the completion of the transaction; and
  - vii. In case the investor does not accept the mandate within stipulated timelines, in such case their bid will not be considered for allocation.

**Applicants are advised not to submit Application Forms to Public Issue Account Banks and the same will be rejected in such cases and the Applicants will not be entitled to any compensation whatsoever.**

#### **Filing of the Prospectus with RoC**

A copy of this Prospectus has been filed with the RoC in accordance with Section 26 of the Companies Act, 2013.

#### **Pre-Issue Advertisement**

Subject to Section 30 of the Companies Act, 2013, our Company will issue a statutory advertisement on or before the Issue Opening Date. This advertisement will be issued in compliance with the Regulation 30(1) of SEBI NCS Regulations and shall contain the information as prescribed in the SEBI NCS Regulations and Section 30 of the Companies Act, 2013.

Material updates, if any, between the date of filing of this Prospectus with the RoC and the date of release of the statutory advertisement will be included in the statutory advertisement information as prescribed under SEBI NCS Regulations.

#### **Instructions for completing the Application Form**

1. Applications must be made in prescribed Application Form only;

2. All Applicants should check if they are eligible to apply as per the terms of the Draft Prospectus, this Prospectus and applicable laws.
3. ASBA Applicants should ensure that their Application Form is submitted either at a Designated Branch of a SCSB where the ASBA Account is maintained or with the Members of the Syndicate or Trading Members of the Stock Exchange(s) at the Specified Cities, and not directly to the escrow collecting banks (assuming that such bank is not a SCSB) or to the Company or the Registrar to the Issue.
4. In case of ASBA Applications through Syndicate ASBA, before submitting the physical Application Form to the Members of the Syndicate or Trading Members of the stock exchange(s), ensure that the SCSB where the ASBA Account, as specified in the ASBA Form, is maintained has named at-least one branch in that Specified City for the Members of the Syndicate or Trading Members of the stock exchange(s), as the case may be, to deposit ASBA Forms (A list of such branches is available at <http://www.sebi.gov.in/sebiweb/home/list/5/33/0/0/RecognisedIntermediaries>).
5. ASBA Applicants should ensure that the Application Form is signed by the ASBA Account holder in case the ASBA Applicant is not the account holder. ASBA Applicants should ensure that they receive an acknowledgement from the Designated Branch or the concerned Members of the Syndicate or Trading Members of the Stock Exchange(s), as the case may be, for the submission of the Application Form.
6. Application Forms must be completed in BLOCK LETTERS in English, in accordance with the instructions contained in this Prospectus and the Application Form. Incomplete Application Forms are liable to be rejected. Applicants should note that the Designated Intermediaries will not be liable for errors in data entry due to incomplete or illegible Application Forms,
7. Applications should be in single or joint names and not exceeding three names, and in the same order as their Depository Participant details (in case of Applicants applying for Allotment of the Bonds in authorized form) and Applications should be made by Karta in case the Applicant is an HUF. Please ensure that such Applications contain the PAN of the HUF and not of the Karta. If the Application is submitted in joint names, the Application Form should contain only the name of the first Applicant whose name should also appear as the first holder of the depository account held in joint names.
8. Applicants applying for Allotment in dematerialized form must provide details of valid and active DP ID, Client ID and PAN clearly and without error. On the basis of such Applicant's active DP ID, Client ID and PAN provided in the Application Form, and as entered into the electronic Application system of Stock Exchanges by SCSBs, the Members of the Syndicate at the Syndicate ASBA Application Locations and the Trading Members, as the case may be, the Registrar will obtain from the Depository the Demographic Details. Invalid accounts, suspended accounts or where such account is classified as invalid or suspended may not be considered for Allotment of the NCDs
9. Applications must be for a minimum of 10 (Ten) NCDs and in multiples of 1 NCD thereafter. For the purpose of fulfilling the requirement of minimum application size of 10 (Ten) NCDs, an Applicant may choose to apply for 10 (Ten) NCDs or more in a single Application Form. Applications for all series of NCDs may be made in a single Application Form only.
10. If the depository account is held in joint names, the Application Form should contain the name and PAN of the person whose name appears first in the depository account and signature of only this person would be required in the Application Form. This Applicant would be deemed to have signed on behalf of joint holders and would be required to give confirmation to this effect in the Application Form.
11. Applications should be made by Karta in case of HUFs. Applicants are required to ensure that the PAN details of the HUF are mentioned and not those of the Karta. In case of an HUF applying through its Karta, the Applicant is required to specify the name of an Applicant in the Application Form as 'XYZ Hindu Undivided Family applying through PQR', where PQR is the name of the Karta.
12. Thumb impressions and signatures other than in English/Hindi/Gujarati/Marathi or any other languages specified in the 8th Schedule of the Constitution needs to be attested by a Magistrate or Notary Public or a Special Executive Magistrate under his/her seal;
13. No separate receipts will be issued for the money payable on the submission of the Application Form. However, the Members of Consortium, Trading Members of the Stock Exchanges or the Designated Branches of the SCSBs, as the case may be, will acknowledge the receipt of the Application Forms by stamping and returning to the Applicants the Transaction Registration Slip ("TRS"). This TRS will serve as the duplicate of the Application Form for the records of the Applicant. Applicants must ensure that the requisite documents are attached to the Application Form prior to submission and receipt of acknowledgement from the Lead Manager, Trading Member of the Stock Exchanges or the Designated Branch of the SCSBs, as the case may be.

14. The Designated Intermediaries or the Designated Branches of the SCSBs, as the case may be, will acknowledge the receipt of the Application Forms by stamping and returning to the Applicants the acknowledgement slip. This acknowledgement slip will serve as the duplicate of the Application Form for the records of the Applicant. Applicants must ensure that the requisite documents are attached to the Application Form prior to submission and receipt of acknowledgement from the relevant Designated Intermediaries or the Designated Branch of the SCSBs, as the case may be.
15. Every Applicant should hold a valid PAN and mention the same in the Application Form and submit the same. Applicant without PAN is liable to be rejected, irrespective of the amount
16. All Applicants are required to tick the relevant column of “Category of Investor” and “Series of NCDs” in the Application Form.
17. Applicants should correctly mention the ASBA Account number and UPI ID in case applying through UPI mechanism, and ensure that funds equal to the Application Amount are available in the ASBA Account before submitting the Application Form and also ensure that the signature in the Application Form matches with the signature in Applicant’s bank records, otherwise the Application is liable to be rejected
18. Applicants must provide details of valid and active DP ID, UPI ID, Client ID and PAN clearly and without error. On the basis of such Applicant’s active DP ID, UPI ID, Client ID and PAN provided in the Application Form, and as entered into the electronic Application system of Stock Exchanges by SCSBs, the Designated Intermediaries, the Registrar will obtain from the Depository the Demographic Details. Invalid accounts, suspended accounts or where such account is classified as invalid or suspended may not be considered for Allotment of the NCDs. If the ASBA Account holder is different from the Applicant, the Application Form should be signed by the ASBA Account holder, in accordance with the instructions provided in the Application Form. Not more than five Applications can be made from one single ASBA Account;
19. For Applicants, the Applications in physical mode should be submitted to the SCSBs or a member of the Syndicate or to the Trading Members of the Stock Exchanges on the prescribed Application Form. SCSBs may provide the electronic mode for making Application either through an internet enabled banking facility or such other secured, electronically enabled mechanism for Application and blocking funds in the ASBA Account;
20. Application Forms should bear the stamp of the Member of the Syndicate, Trading Member of the Stock Exchanges, Designated Intermediaries and/or Designated Branch of the SCSB. Application Forms which do not bear the stamp will be rejected.
21. Applicant should correctly mention the ASBA Account number and UPI ID in case applying through UPI Mechanism and ensure that funds equal to the Application Amount are available in the ASBA Account before submitting the Application Form and ensure that the signature in the Application Form matches with the signature in the Applicant’s bank records.

**The series, mode of allotment, PAN, demat account number, etc. should be captured by the relevant Designated Intermediaries in the data entries as such data entries will be considered for allotment.**

**Applicants should note that neither the Members of the Consortium nor the other Designated Intermediaries, as the case may be, will be liable for error in data entry due to incomplete or illegible Application Forms. Our Company would allot the NCDs, as specified in the Prospectus for the Issue to all valid Applications, wherein the Applicants have not indicated their choice of the relevant series of NCDs.**

#### **Applicants’ PAN, Depository Account and Bank Account Details**

**ALL APPLICANTS APPLYING FOR ALLOTMENT OF THE NCDS SHOULD MENTION THEIR DP ID, CLIENT ID, PAN AND UPI ID (IN CASE APPLYING THROUGH UPI MECHANISM) IN THE APPLICATION FORM. APPLICANTS MUST ENSURE THAT THE DP ID, CLIENT ID PAN AND UPI ID GIVEN IN THE APPLICATION FORM IS EXACTLY THE SAME AS THE DP ID, CLIENT ID, PAN AND UPI ID AVAILABLE IN THE DEPOSITORY DATABASE. IF THE BENEFICIARY ACCOUNT IS HELD IN JOINT NAMES, THE APPLICATION FORM SHOULD CONTAIN THE NAME AND PAN OF BOTH THE HOLDERS OF THE BENEFICIARY ACCOUNT AND SIGNATURES OF BOTH HOLDERS WOULD BE REQUIRED IN THE APPLICATION FORM.**

**Applicants applying for Allotment in dematerialised form must mention their DP ID, Client ID, PAN and UPI ID (in case applying through UPI Mechanism) in the Application Form and ensure that the name provided in the Application Form is exactly the same as the name in which the Beneficiary Account is held. In case the Application Form for Allotment in dematerialised form is submitted in the first Applicant’s name, it should be**

ensured that the Beneficiary Account is held in the same joint names and in the same sequence in which they appear in the Application Form. In case the DP ID, Client ID and PAN mentioned in the Application Form for Allotment in dematerialised form and entered into the electronic system of the Stock Exchanges do not match with the DP ID, Client ID and PAN available in the Depository database or in case PAN is not available in the Depository database, the Application Form for Allotment in dematerialised form is liable to be rejected. Further, Application Forms submitted by Applicants applying for Allotment in dematerialised form, whose beneficiary accounts are inactive, will be rejected.

On the basis of the DP ID, Client ID, PAN and UPI ID provided by them in the Application Form, the Registrar to the Issue will obtain from the Depository the Demographic Details of the Applicants including PAN and MICR code. These Demographic Details would be used for giving Allotment Advice and unblocking intimations, if any, to the Applicants. Hence, Applicants are advised to immediately update their Demographic Details (including bank account details) as appearing on the records of the Depository Participant and ensure that they are true and correct. Please note that failure to do so could result in delays in authorizes unblocking of funds, if any, to Applicants, delivery of Allotment Advice or unblocking of ASBA Accounts at the Applicants' sole risk, and neither the Members of the Consortium nor the Designated Intermediaries, nor the Registrar, nor the Banker(s) to the Issue, nor the SCSBs, nor our Company shall have any responsibility and undertake any liability for the same.

Applicants should note that in case the DP ID, Client ID and PAN mentioned in the Application Form, as the case may be and entered into the electronic Application system of the Stock Exchange by the Members of the Consortium or the Designated Intermediaries, as the case may be, do not match with the DP ID, Client ID and PAN available in the Depository database or in case PAN is not available in the Depository database, the Application Form is liable to be rejected and our Company, the Members of the Consortium and the other Designated Intermediaries shall not be liable for losses, if any.

These Demographic Details would be used for all correspondence with the Applicants including mailing of the Allotment Advice and for unblocking intimations (if any) as applicable. The Demographic Details given by Applicants in the Application Form would not be used for any other purpose by the Registrar to the Issue except in relation to this Issue.

By signing the Application Form, Applicants applying for the NCDs would be deemed to have authorizes the Depositories to provide, upon request, to the Registrar, the required Demographic Details as available on its records.

Allotment Advice would be mailed by post or e-mail at the address of the Applicants in accordance with the Demographic Details received from the Depositories. Applicants may note that delivery of Allotment Advice may get delayed if the same once sent to the address obtained from the Depositories are returned undelivered. Further, please note that any such delay shall be at such Applicants' sole risk and neither our Company, Banker(s) to the Issue, Registrar to the Issue nor the Lead Manager shall be liable to compensate the Applicant for any losses caused to the Applicants due to any such delay or liable to pay any interest for such delay. In case of unblocking through electronic modes as detailed in this Prospectus, unblocking may be delayed if bank particulars obtained from the Depository Participant are incorrect.

In case of Applications made under powers of attorney, our Company in its absolute discretion, reserves the right to permit the holder of a power of attorney to request the Registrar to the Issue that for the purpose of printing particulars on and mailing of the Allotment Advice through post, the Demographic Details obtained from the Depository of the Applicant shall be used.

With effect from August 16, 2010, the beneficiary accounts of Applicants for whom PAN details have not been verified shall be suspended for credit and no credit of NCDs pursuant to this Issue will be made into the accounts of the Applicants. Application Forms submitted by Applicants whose beneficiary accounts are inactive shall be rejected. Furthermore, in case no corresponding record is available with the Depositories, which matches the four parameters, namely, DP ID, Client ID, PAN and UPI ID then such Applications are liable to be rejected.

Applicants should note that the NCDs will be allotted to all successful Applicants only in dematerialized form. The Application Forms which do not have the details of the Applicant's depository account, including DP ID, Client ID and PAN and UPI ID (for Retail Individual Investor Applicants bidding using the UPI mechanism), shall be treated as incomplete and will be rejected.

## APPLICATIONS FOR ALLOTMENT OF NCDs IN THE DEMATERIALISED FORM

### *Submission of Application*

This section is for the information of the Applicants proposing to subscribe to the Issue. The Lead Manager and our Company are not liable for any amendments or modifications or changes in applicable laws or regulations, which may occur after the date of this Prospectus. Applicants are advised to make their independent investigations and to ensure that the Application Form is correctly filled up.

Our Company, our directors, affiliates, associates and their respective directors and officers, Lead Manager and the Registrar to the Issue shall not take any responsibility for acts, mistakes, errors, omissions and commissions etc. in relation to Applications accepted by and/or uploaded by and/or accepted but not uploaded by Consortium Member, Trading Members, Registered Brokers, CDPs, CRTAs and SCSBs who are authorised to collect Application Forms from the Applicants in the Issue, or Applications accepted and uploaded without blocking funds in the ASBA Accounts by SCSBs. It shall be presumed that for Applications uploaded by SCSBs, the Application Amount payable on Application has been blocked in the relevant ASBA Account. The list of branches of the SCSBs at the Specified Locations named by the respective SCSBs to receive Application Forms from the Members of the Syndicate is available on the website of SEBI. Our Company, our directors, affiliates, associates and their respective directors and officers, Lead Manager and the Registrar to the Issue shall not take any responsibility for acts, mistakes, errors, omissions and commissions etc. in relation to Applications accepted by and/or uploaded by and/or accepted but not uploaded by Consortium Member, Trading Members, Registered Brokers, CDPs, CRTAs and SCSBs who are authorised to collect Application Forms from the Applicants in the Issue, or Applications accepted and uploaded without blocking funds in the ASBA Accounts by SCSBs. It shall be presumed that for Applications uploaded by SCSBs, the Application Amount payable on Application has been blocked in the relevant ASBA Account. The list of branches of the SCSBs at the Specified Locations named by the respective SCSBs to receive Application Forms from the Members of the Syndicate is available on the website of SEBI.

Applicants can apply for NCDs only using the ASBA facility pursuant to SEBI Master Circular. ASBA Applications can be submitted through either of the following modes:

- a. Physically or electronically to the Designated Branches of the SCSB(s) with whom an Applicant's ASBA Account is maintained. In case of ASBA Application in physical mode, the Applicant shall submit the Application Form at the relevant Designated Branch of the SCSB(s). The Designated Branch shall verify if sufficient funds equal to the Application Amount are available in the ASBA Account and shall also verify that the signature on the Application Form matches with the Investor's bank records, as mentioned in the ASBA Application, prior to uploading such ASBA Application into the electronic system of the Stock Exchange. If sufficient funds are not available in the ASBA Account, the respective Designated Branch shall reject such ASBA Application and shall not upload such ASBA Application in the electronic system of the Stock Exchange. If sufficient funds are available in the ASBA Account, the Designated Branch shall block an amount equivalent to the Application Amount and upload details of the ASBA Application in the electronic system of the Stock Exchange. The Designated Branch of the SCSBs shall stamp the Application Form and issue an acknowledgement as proof of having accepted the Application. In case of Application in the electronic mode, the Applicant shall submit the ASBA Application either through the internet banking facility available with the SCSB, or such other electronically enabled mechanism for application and blocking funds in the ASBA Account held with SCSB, and accordingly register such ASBA Applications.
- b. Physically through the Consortium Members, Lead Manager, or Trading Members of the Stock Exchange only at the Specified Cities i.e., Syndicate ASBA. Kindly note that ASBA Applications submitted to the Consortium Members, Lead Manager or Trading Members of the Stock Exchange at the Specified Cities will not be accepted if the SCSB where the ASBA Account is maintained, as specified in the ASBA Application, is maintained has not named at least one branch at that Specified City for the Consortium Members, Lead Manager or Trading Members of the Stock Exchange, as the case may be, to deposit ASBA Applications (A list of such branches is available at <http://www.sebi.gov.in/sebiweb/home/list/5/33/0/0/Recognised-Intermediaries>).
- c. A UPI Investor making an Application in the Issue under the UPI Mechanism, where the Application Amount is up to ₹5 lakh, can submit his Application Form physically to a SCSB or a Designated Intermediary. The Designated Intermediary shall upload the application details along with the UPI ID on the Stock Exchange's bidding platform using appropriate protocols. Kindly note that in this case, the Application Amount will be blocked through the UPI Mechanism.

A UPI Investor may also submit the Application Form for the Issue through BSE Direct, wherein the Application will be automatically uploaded onto the Stock Exchange's bidding platform and an amount equivalent to the Application Amount shall be blocked using the UPI Mechanism.

Upon receipt of the Application Form by the Consortium Members, Lead Manager or Trading Members of the Stock Exchange, as the case may be, an acknowledgement shall be issued by giving the counter foil of the Application Form to the Applicant as proof of having accepted the Application. Thereafter, the details of the Application shall be uploaded in the electronic system of the Stock Exchange and the Application Form shall be forwarded to the relevant branch of the SCSB, in the relevant Specified City, named by such SCSB to accept such ASBA Applications from the Consortium Members, Lead Manager or Trading Members of the Stock Exchange, as the case may be (A list of such branches is available at <http://www.sebi.gov.in/sebiweb/home/list/5/33/0/0/Recognised-Intermediaries>). Upon receipt of the ASBA Application, the relevant branch of the SCSB shall perform verification procedures including verification of the Applicant's signature with his bank records and check if sufficient funds equal to the Application Amount are available in the ASBA Account, as mentioned in the ASBA Form. If sufficient funds are not available in the ASBA Account, the relevant ASBA Application is liable to be rejected. If sufficient funds are available in the ASBA Account, the relevant branch of the SCSB shall block an amount equivalent to the Application Amount mentioned in the ASBA Application. The Application Amount shall remain blocked in the ASBA Account until approval of the Basis of Allotment and consequent transfer of the amount against the Allotted NCDs to the Public Issue Account(s), or until withdrawal/ failure of the Issue or until withdrawal/ rejection of the Application Form, as the case may be.

Applicants must note that:

- (a) Physical Application Forms will be available with the Designated Branches of the SCSBs and with the Lead Manager and Trading Members of the Stock Exchange at the Specified Cities; and electronic Application Forms will be available on the websites of the SCSBs and the Stock Exchange at least one day prior to the Issue Opening Date. Application Forms will also be provided to the Trading Members of the Stock Exchange at their request. The Application Forms would be serially numbered. Further, the SCSBs will ensure that this Prospectus is made available on their websites.
- (b) The Designated Branches of the SCSBs shall accept ASBA Applications directly from Applicants only during the Issue Period. The SCSB shall not accept any ASBA Applications directly from Applicants after the closing time of acceptance of Applications on the Issue Closing Date. However, in case of Syndicate ASBA, the relevant branches of the SCSBs at Specified Cities can accept ASBA Applications from the Lead Manager or Trading Members of the Stock Exchange, as the case may be, after the closing time of acceptance of Applications on the Issue Closing Date. For further information on the Issue programme, please see section titled "*Issue Related Information*" on page 180.
- (c) In case of Applications through Syndicate ASBA, the physical Application Form shall bear the stamp of the Lead Manager or Consortium Member or Trading Members of the Stock Exchange, as the case maybe, if not, the same shall be rejected. Application Forms directly submitted to SCSBs should bear the stamp of SCSBs, if not, the same are liable to be rejected.

Please note that Applicants can make an Application for Allotment of NCDs in the dematerialized form only.

## **INSTRUCTIONS FOR FILLING-UP THE APPLICATION FORM**

### **General instructions**

#### **A. General instructions for completing the Application Form**

- Applications must be made in prescribed Application Form only;
- Application Forms must be completed in block letters in English, as per the instructions contained in the Draft Prospectus, this Prospectus, the Abridged Prospectus and the Application Form.
- If the Application is submitted in joint names, the Application Form should contain only the name of the first Applicant whose name should also appear as the first holder of the depository account held in joint names.

- Applicants must apply for Allotment in dematerialised form and must provide details of valid and active DP ID, Client ID and PAN clearly and without error. On the basis of such Applicant's active DP ID, Client ID and PAN provided in the Application Form, and as entered into the electronic Application system of Stock Exchange by SCSBs, the Members of the Syndicate at the Syndicate ASBA Application Locations and the Trading Members, as the case may be, the Registrar will obtain from the Depository the Demographic Details. Invalid accounts, suspended accounts or where such account is classified as invalid or suspended may not be considered for Allotment of the NCDs.
- The minimum number of Applications and minimum application size shall be specified in this Prospectus. Applicants may apply for one or more series of NCDs Applied for in a single Application Form.
- Applications should be in single or joint names and not exceeding three names, and in the same order as their Depository Participant details (in case of Applicants applying for Allotment of the Bonds in dematerialised form). If the depository account is held in joint names, the Application Form should contain the name and PAN of the person whose name appears first in the depository account and signature of only this person would be required in the Application Form. This Applicant would be deemed to have signed on behalf of joint holders and would be required to give confirmation to this effect in the Application Form.
- Applications should be made by Karta in case of HUFs. Applicants are required to ensure that the PAN details of the HUF are mentioned and not those of the Karta;
- Thumb impressions and signatures other than in English/Hindi/Gujarati/Marathi or any other languages specified in the 8th Schedule of the Constitution need to be attested by a Magistrate or Notary Public or a Special Executive Magistrate under his/her seal;
- No separate receipts will be issued for the money payable on the submission of the Application Form. However, the Lead Manager, Consortium Member, Trading Members of the Stock Exchange or the Designated Branches of the SCSBs, as the case may be, will acknowledge the receipt of the Application Forms by stamping and returning to the Applicants the acknowledgement slip. This acknowledgement slip will serve as the duplicate of the Application Form for the records of the Applicant. Applicants must ensure that the requisite documents are attached to the Application Form prior to submission and receipt of acknowledgement from the relevant Lead Manager, Consortium Member, Trading Member of the Stock Exchange or the Designated Branch of the SCSBs, as the case may be.
- Every Applicant should hold valid Permanent Account Number (PAN) and mention the same in the Application Form.
- All Applicants are required to tick the relevant column of "Category of Investor" in the Application Form.
- ASBA will be the default "Mode of Application" as per the SEBI Master Circular.
- Applicants should correctly mention the ASBA Account number and ensure that funds equal to the Application Amount are available in the ASBA Account before submitting the Application Form to the Designated Branch and also ensure that the signature in the Application Form matches with the signature in Applicant's bank records, otherwise the Application is liable to be rejected.
- The Designated Intermediaries or the Designated Branches of the SCSBs, as the case may be, will acknowledge the receipt of the Application Forms by stamping and returning to the Applicants the acknowledgement slip. This acknowledgement slip will serve as the duplicate of the Application Form for the records of the Applicant. Applicants must ensure that the requisite documents are attached to the Application Form prior to submission and receipt of acknowledgement from the relevant Designated Intermediaries or the Designated Branch of the SCSBs, as the case may be.

The series, mode of allotment, PAN, demat account no. etc. should be captured by the relevant Lead Manager, Consortium Member, Trading Member of the Stock Exchange in the data entries as such data entries will be considered for allotment.

Applicants should note that neither the Lead Manager, Consortium Member, Trading Member of the Stock Exchange, Public Issue Account Banks nor Designated Branches, as the case may be, will be liable for error in data entry due to incomplete or illegible Application Forms.

Our Company would allot the series of NCDs, as specified in the Prospectus to all valid Applications, wherein the Applicants have not indicated their choice of the relevant series of NCDs.

#### **B. Applicant's Beneficiary Account and Bank Account Details**

Applicants applying for Allotment in dematerialized form must mention their DP ID, Client ID, PAN and UPI ID (in case applying through UPI Mechanism) in the Application Form and ensure that the name provided in the Application Form is exactly the same as the name in which the Beneficiary Account is held. In case the Application Form for Allotment in dematerialized form is submitted in the first Applicant's name, it should be ensured that the Beneficiary Account is held in the same joint names and in the same sequence in which they appear in the Application Form. In case the DP ID, Client ID and PAN mentioned in the Application Form for Allotment in dematerialized form and entered into the electronic system of the Stock Exchange do not match with the DP ID, Client ID and PAN available in the Depository database or in case PAN is not available in the Depository database, the Application Form for Allotment in dematerialized form is liable to be rejected. Further, Application Forms submitted by Applicants applying for Allotment in dematerialized form, whose beneficiary accounts are inactive, will be rejected.

On the basis of the DP ID and Client ID provided by the Applicant in the Application Form for Allotment in dematerialized form and entered into the electronic system of the Stock Exchange, the Registrar to the Issue will obtain from the Depositories the Demographic Details of the Applicant including PAN, address, bank account details for printing on unblocking intimations/unblocking through electronic mode, Magnetic Ink Character Recognition ("MICR") Code and occupation. These Demographic Details would be used for giving Allotment Advice and refunds (including through physical refund warrants, direct credit, NACH, NEFT and RTGS), if any, to the Applicants. Hence, Applicants are advised to immediately update their Demographic Details as appearing on the records of the DP and ensure that they are true and correct, and carefully fill in their Beneficiary Account details in the Application Form. Failure to do so could result in delays in dispatch/credit of refunds to Applicants and delivery of Allotment Advice at the Applicants' sole risk, and neither our Company, the Lead Manager, Trading Members of the Stock Exchange, Public Issue Account Bank(s), SCSBs, Registrar to the Issue nor the Stock Exchange will bear any responsibility or liability for the same.

The Demographic Details would be used for correspondence with the Applicants including mailing of the Allotment Advice and printing of bank particulars on the unblocking intimations, or for refunds through electronic transfer of funds, as applicable. Allotment Advice and physical unblocking intimations (as applicable) would be mailed at the address of the Applicant as per the Demographic Details received from the Depositories. Applicants may note that delivery of unblocking intimations/ Allotment Advice may get delayed if the same once sent to the address obtained from the Depositories are returned undelivered. In such an event, the address and other details given by the Applicant in the Application Form would be used only to ensure dispatch of unblocking intimations. Please note that any such delay shall be at such Applicants sole risk and neither our Company, the Lead Manager, Trading Members of the Stock Exchange, Public Issue Account Banks, SCSBs, Registrar to the Issue nor the Stock Exchange shall be liable to compensate the Applicant for any losses caused to the Applicant due to any such delay or liable to pay any interest for such delay. In case of refunds through electronic modes as detailed in this Prospectus, refunds may be delayed if bank particulars obtained from the Depository Participant are incorrect.

In case of Applications made under power of attorney, our Company in its absolute discretion, reserves the right to permit the holder of Power of Attorney to request the Registrar that for the purpose of printing particulars on the unblocking intimation and mailing of unblocking intimations/ Allotment Advice, the demographic details obtained from the Depository of the Applicant shall be used. By signing the Application Form, the Applicant would have deemed to have authorized the Depositories to provide, upon request, to the Registrar to the Issue, the required Demographic Details as available on its records. The Demographic Details given by Applicant in the Application Form would not be used for any other purpose by the Registrar to the Issue except in relation to the Issue.

With effect from August 16, 2010, the beneficiary accounts of Applicants for whom PAN details have not been verified shall be suspended for credit and no credit of NCDs pursuant to the Issue will be made into the accounts

of such Applicants. Application Forms submitted by Applicants whose beneficiary accounts are inactive shall be rejected. Furthermore, in case no corresponding record is available with the Depositories, which matches the three parameters, namely, DP ID, Client ID and PAN, then such Application are liable to be rejected.

**C. Permanent Account Number (“PAN”)**

The Applicant should mention his or her PAN allotted under the IT Act. For minor Applicants, applying through the guardian, it is mandatory to mention the PAN of the minor Applicant. However, Applications on behalf of the Central or State Government officials and the officials appointed by the courts in terms of a SEBI circular dated June 30, 2008, and Applicants residing in the state of Sikkim who in terms of a SEBI circular dated July 20, 2006, may be exempt from specifying their PAN for transacting in the securities market. In accordance with Circular No. MRD/DOP/Cir05/2007 dated April 27, 2007, issued by SEBI, the PAN would be the sole identification number for the participants transacting in the securities market, irrespective of the amount of transaction. Any Application Form, without the PAN is liable to be rejected, irrespective of the amount of transaction. It is to be specifically noted that the Applicants should not submit the GIR number instead of the PAN as the Application is liable to be rejected on this ground.

- D. However, the exemption for the Central or State Government and the officials appointed by the courts and for investors residing in the State of Sikkim is subject to the Depository Participants’ verifying the veracity of such claims by collecting sufficient documentary evidence in support of their claims. At the time of ascertaining the validity of these Applications, the Registrar to the Issue will check under the Depository records for the appropriate description under the PAN field i.e., either Sikkim category or exempt category.

**E. Joint Applications**

If the depository account is held in joint names, the Application Form should contain the name and PAN of the person whose name appears first in the depository account and signature of only this person would be required in the Application Form. This Applicant would be deemed to have signed on behalf of joint holders and would be required to give confirmation to this effect in the Application Form

**F. Additional/ Multiple Applications**

An Applicant is allowed to make one or more Applications for the NCDs, subject to a minimum application size of ₹10,000 and in multiples of ₹1,000 thereafter as specified in the Prospectus. Any Application for an amount below the aforesaid minimum application size will be deemed as an invalid application and shall be rejected. However, multiple Applications by the same individual Applicant aggregating to a value exceeding ₹1,000,000 shall be deemed such individual Applicant to be a HNI Applicant and all such Applications shall be grouped in the HNI Portion, for the purpose of determining the basis of allotment to such Applicant. However, any Application made by any person in his individual capacity and an Application made by such person in his capacity as a karta of a hindu undivided family and/or as Applicant (second or third Applicant), shall not be deemed to be a multiple Application. For the purposes of allotment of NCDs under the Issue, Applications shall be grouped based on the PAN, i.e., Applications under the same PAN shall be grouped together and treated as one Application. Two or more Applications will be deemed to be multiple Applications if the sole or first Applicant is one and the same. For the sake of clarity, two or more applications shall be deemed to be a multiple Application for the aforesaid purpose if the PAN of the sole or the first Applicant is one and the same.

**Electronic registration of Applications**

- (a) The Designated Intermediaries will register the Applications using the on-line facilities of Stock Exchange. The Lead Manager, Consortium Member, our Company, and the Registrar to the Issue are not responsible for any acts, mistakes or errors or omission and commissions in relation to (i) the Applications accepted by the Designated Intermediaries, (ii) the Applications uploaded by the Designated Intermediaries, (iii) the Applications accepted but not uploaded by the Designated Intermediaries, (iv) Applications accepted and uploaded by the SCSBs without blocking funds in the ASBA Accounts or (v) Applications accepted and uploaded by the Designated Intermediaries for which the Application Amounts are not blocked by the SCSBs.
- (b) The Stock Exchange will offer an electronic facility for registering Applications for the Issue. This facility will be available on the terminals of Syndicate Members and the other Designated Intermediaries during the Issue Period. On the Issue Closing Date, the Syndicate Members and the other Designated Intermediaries shall

upload the Applications till such time as may be permitted by the Stock Exchange. This information will be available with the Syndicate Members and the other Designated Intermediaries on a regular basis. Applicants are cautioned that a high inflow of high volumes on the last day of the Issue Period may lead to some Applications received on the last day not being uploaded and such Applications will not be considered for allocation.

- (c) Based on the aggregate demand for Applications registered on the electronic facilities of the Stock Exchange, a graphical representation of consolidated demand for the NCDs, as available on the websites of the Stock Exchange, would be made available at the Application centers as provided in the Application Form during the Issue Period.
- (d) At the time of registering each Application, the Designated Intermediaries, shall enter the details of the Applicant, such as the Application Form number, PAN, Applicant category, DP ID, Client ID, number and Option(s) of NCDs applied, Application Amounts and any other details that may be prescribed by the online uploading platform of the Stock Exchange.
- (e) With respect to Applications submitted directly to the SCSBs at the time of registering each Application, other than Direct Online Applications, the Designated Branches of the SCSBs shall enter the requisite details of the Applicants in the on-line system including:
  - Application Form number
  - PAN (of the first Applicant, in case of more than one Applicant)
  - Investor category and sub-category
  - DP ID
  - Client ID
  - UPI ID (if applicable)
  - Number of NCDs applied for
  - Price per NCD
  - Bank code for the SCSB where the ASBA Account is maintained
  - Bank account number
  - Application amount
- (f) With respect to Applications submitted to the Designated Intermediaries at the time of registering each Application, the requisite details of the Applicants shall be entered in the on-line system including:
  - Application Form number
  - PAN (of the first Applicant, in case of more than one Applicant)
  - Investor category and sub-category
  - DP ID
  - Client ID
  - UPI ID (if applicable)
  - Number of NCDs applied for
  - Price per NCD
  - Bank code for the SCSB where the ASBA Account is maintained
  - Location
  - Application amount

- (g) A system generated Acknowledgement Slip will be given to the Applicant as a proof of the registration of his Application. It is the Applicant's responsibility to obtain the Acknowledgement Slip from the Syndicate Members or the other Designated Intermediaries, as the case may be. The registration of the Applications by the Designated Intermediaries does not guarantee that the NCDs shall be allocated/ Allotted by our Company. Such Acknowledgement Slip will be non-negotiable and by itself will not create any obligation of any kind.
- (h) The permission given by the Stock Exchange to use their network and software of the online system should not in any way be deemed or construed to mean that the compliance with various statutory and other requirements by our Company, and/or the Lead Manager are cleared or approved by the Stock Exchange; nor does it in any manner warrant, certify or endorse the correctness or completeness of any of the compliance with the statutory and other requirements nor does it take any responsibility for the financial or other soundness of our Company, the management or any scheme or project of our Company; nor does it in any manner warrant, certify or endorse the correctness or completeness of any of the contents of this Prospectus; nor does it warrant that the NCDs will be listed or will continue to be listed on the Stock Exchanges.
- (i) In case of apparent data entry error by the Designated Intermediaries, in entering the Application Form numbers in their respective schedules, other things remaining unchanged, the Application Form may be considered as valid, or such exceptions may be recorded in minutes of the meeting submitted to the Designated Stock Exchange.
- (j) Only Applications that are uploaded on the online system of the Stock Exchange shall be considered for Allotment.

The Designated Intermediaries shall capture all data relevant for the purposes of finalizing the Basis of Allotment while uploading Application data in the electronic systems of the Stock Exchange. In order that the data so captured is accurate, Designated Intermediaries will be given up to one Working Day after the Issue Closing Date to modify/ verify certain selected fields uploaded in the online system during the Issue Period after which the data will be sent to the Registrar to the Issue for reconciliation with the data available with the NSDL and CDSL.

**Process for investor application submitted with UPI as mode of payment**

- (a) Before submission of the application with the intermediary, the investor would be required to have / create a UPI ID, with a maximum length of 45 characters including the handle (Example: InvestorID@bankname).
- (b) An investor shall fill in the bid details in the application form along with his/ her bank account linked UPI ID and submit the application with any of the intermediaries or through the stock exchange App/ Web interface, or any other methods as may be permitted.
- (c) The intermediary, upon receipt of form, shall upload the bid details along with the UPI ID on the stock exchange bidding platform using appropriate protocols.
- (d) Once the bid has been entered in the bidding platform, the Stock Exchange shall undertake validation of the PAN and Demat account combination details of investor with the depository.
- (e) The Depository shall validate the aforesaid PAN and Demat account details on a near real time basis and send response to stock exchange which would be shared by stock exchange with intermediary through its platform, for corrections, if any.
- (f) Once the bid details are uploaded on the Stock Exchange platform, the Stock Exchange shall send an SMS to the investor regarding submission of his / her application, at the end of day, during the bidding period. For the last day of bidding, the SMS may be sent the next working day.
- (g) Post undertaking validation with the Depository, the Stock Exchange shall, on a continuous basis, electronically share the bid details along with investors UPI ID, with the Sponsor Bank appointed by the issuer.
- (h) The Sponsor Bank shall initiate a mandate request on the investor.
- (i) The request raised by the Sponsor Bank, would be electronically received by the investor as a SMS / intimation on his / her mobile no. / mobile app, associated with the UPI ID linked bank account.
- (j) The investor shall be able to view the amount to be blocked as per his / her bid in such intimation. The investor shall be able to view an attachment wherein the public issue bid details submitted by investor will be visible. After reviewing the details properly, the investor shall be required to proceed to authorize the mandate. Such mandate raised by sponsor bank would be a one-time mandate for each application in the public issue.

- (k) An investor is required to accept the UPI mandate latest by 5 pm on the third working day from the day of bidding on the stock exchange platform except for the last day of the issue period or any other modified closure date of the issue period in which case, he / she is required to accept the UPI mandate latest by 5 pm the next working day.
- (l) An investor shall not be allowed to add or modify the bid(s) of the application except for modification of either DP ID/Client ID, or PAN ID but not both. However, the investor can withdraw the bid(s) and reapply.
- (m) For mismatch bids, on successful validation of PAN and DP ID/ Client ID combination during T+1 modification session, such bids will be sent to Sponsor Bank for further processing by the Exchange on T+1 day till 1 PM
- (n) The facility of re-initiation/ resending the UPI mandate shall be available only till 5 pm on the day of bidding.
- (o) Upon successful validation of block request by the investor, as above, the said information would be electronically received by the investors' bank, where the funds, equivalent to application amount, would get blocked in investors account. Intimation regarding confirmation of such block of funds in investors account would also be received by the investor.
- (p) The information containing status of block request (e.g., accepted / decline / pending) would also be shared with the Sponsor Bank, which in turn would be shared with the Stock Exchange. The block request status would also be displayed on the Stock Exchange platform for information of the intermediary.
- (q) The information received from Sponsor Bank, would be shared by stock exchange with RTA in the form of a file for the purpose of reconciliation.
- (r) Post closure of the offer, the Stock Exchange shall share the bid details with RTA. Further, the Stock Exchange shall also provide the RTA, the final file received from the Sponsor Bank, containing status of blocked funds or otherwise, along with the bank account details with respect to applications made using UPI ID.
- (s) The allotment of debt securities shall be done as per SEBI NCS Regulations and SEBI Master Circular.
- (t) The RTA, based on information of bidding and blocking received from the Stock Exchange, shall undertake reconciliation of the bid data and block confirmation corresponding to the bids by all investor category applications (with and without the use of UPI) and prepare the basis of allotment.
- (u) Upon approval of the basis of allotment, the RTA shall share the 'debit' file with Sponsor bank (through Stock Exchange) and SCSBs, as applicable, for credit of funds in the public issue account and unblocking of excess funds in the investor's account. The Sponsor Bank, based on the mandate approved by the investor at the time of blocking of funds, shall raise the debit / collect request from the investor's bank account, whereupon funds will be transferred from investor's account to the public issue account and remaining funds, if any, will be unblocked without any manual intervention by investor or their bank.
- (v) Upon confirmation of receipt of funds in the public issue account, the securities would be credited to the investor's account. The investor will be notified for full/partial allotment. For partial allotment, the remaining funds would be unblocked. For no allotment, mandate would be revoked, and application amount would be unblocked for the investor.
- (w) Thereafter, Stock Exchange will issue the listing and trading approval.
- (x) Further, in accordance with the Operational Instructions and Guidelines for Making Application for Public Issue of Debt Securities through BSE Direct issued by BSE on December 28, 2020, the investor shall also be responsible for the following:
  - i. Investor shall check the Issue details before placing desired bids;
  - ii. Investor shall check and understand the UPI mandate acceptance and block of funds process before placing the bid;
  - iii. The receipt of the SMS for mandate acceptance is dependent upon the system response/ integration of UPI on Debt Public Issue System;
  - iv. Investor shall accept the UPI Mandate Requests within the stipulated timeline;

- v. Investor shall note that the transaction will be treated as completed only after the acceptance of mandates by the investor by way of authorizes the transaction by entering their UPI pin and successfully blocking funds through the ASBA process by the investor's bank;
  - vi. Investor shall check the status of their bid with respect to the mandate acceptance and blocking of funds for the completion of the transaction; and
  - vii. In case the investor does not accept the mandate within stipulated timelines, in such case their bid will not be considered for allocation.
- (y) Further, in accordance with circular issued by National Stock Exchange of India Limited for Introduction of Unified Payment Interface (UPI) for debt IPO through NSE goBID on January 5, 2021 the investor shall also be responsible for the following:
- i. After successful registration & log-in, the investors shall view and check the active Debt IPOs available from IPO dashboard.
  - ii. Investors shall check the issue/series details. Existing registered users of NSE goBID shall also be able to access once they accept the updated terms and condition.
  - iii. After successfully bidding on the platform, investors shall check the NSE goBID app/psp/sms for receipt of mandate & take necessary action.
  - iv. UPI mandate can be accepted latest by 5 pm on the third working day from the day of bidding on the stock exchange platform except for the last day of the issue period or any other modified closure date of the issue period in which case, he / she is required to accept the UPI mandate latest by 5 pm the next working day.
  - v. For UPI bid the facility of re-initiation/ resending the UPI mandate shall be available only till 5 pm on the day of bidding.
  - vi. Investors can use the re-initiation/ resending facility only once in case of any issue in receipt/acceptance of mandate.

**The series, mode of allotment, PAN, demat account number, etc. should be captured by the relevant Designated Intermediaries in the data entries as such data entries will be considered for allotment. Applicants should note that neither the Members of the Consortium nor the other Designated Intermediaries, as the case may be, will be liable for error in data entry due to incomplete or illegible Application Forms. Our Company would allot the NCDs, as specified in this Prospectus for the Issue to all valid Applications, wherein the Applicants have not indicated their choice of the relevant series of NCDs. The Investors are advised to read the operational guidelines mentioned for Making Application for Public Issue of Debt Securities through BSE Direct issued by BSE on December 28, 2020 and the circular issued by National Stock Exchange of India Limited for Introduction of Unified Payment Interface (UPI) for Debt IPO through NSE goBID on January 5, 2021 before investing through the through the app/ web interface of Stock Exchange(s) Kindly note, the Stock Exchange(s) shall be responsible for addressing investor grievances arising from Applications submitted online through the App based/ web interface platform of Stock Exchanges or through their Trading Members Further, the collecting bank shall be responsible for addressing any investor grievances arising from non-confirmation of funds to the Registrar despite successful realization/blocking of funds, or any delay or operational lapse by the collecting bank in sending the Application forms to the Registrar to the Issue.**

### **General Instructions**

#### ***Do's***

1. Check if you are eligible to apply as per the terms of this Prospectus and applicable laws;
2. Read all the instructions carefully and complete the Application Form in the prescribed form;
3. Ensure that you have obtained all necessary approvals from the relevant statutory and/or regulatory authorities to apply for, subscribe to and/or seek Allotment of NCDs pursuant to the Issue.

4. Ensure that the DP ID and Client ID are correct and beneficiary account is activated for Allotment of NCDs in dematerialized form. The requirement for providing Depository Participant details shall be mandatory for all Applicants.
5. Ensure that you have mentioned the correct ASBA Account number in the Application Form;
6. Ensure that you have funds equal to the Application Amount in the ASBA Account before submitting the Application Form to the respective Designated Branch of the SCSB, or to the Intermediaries, as the case may be.
7. Ensure that you have been given an acknowledgement as proof of having accepted the Application Form;
8. In case of any revision of Application in connection with any of the fields which are not allowed to be modified on the electronic application platform of the Stock Exchange as per the procedures and requirements prescribed by each relevant Stock Exchange, ensure that you have first withdrawn your original Application and submit a fresh Application. For instance, as per the notice No: 20120831-22 dated August 31, 2012, issued by the BSE, fields namely, quantity, series, application no., sub-category codes will not be allowed for modification during the Issue. In such a case the date of the fresh Application will be considered for date priority for allotment purposes.
9. Ensure that signatures other than in the languages specified in the Eighth Schedule to the Constitution of India are attested by a Magistrate or a Notary Public or a Special Executive Magistrate under official seal.
10. Ensure that you mention your PAN in the Application Form. In case of joint Applicants, the PAN of all the Applicants should be provided, and for HUFs, PAN of the HUF should be provided. Any Application Form without the PAN is liable to be rejected. Applicants should not submit the GIR Number instead of the PAN as the Application is liable to be rejected on this ground;
11. In case of an HUF applying through its Karta, the Applicant is required to specify the name of an Applicant in the Application Form as 'XYZ hindu undivided family applying through PQR', where PQR is the name of the Karta. However, the PAN of the HUF should be mentioned in the Application Form and not that of the Karta;
12. Ensure that the Applications are submitted to the Lead Manager, Consortium Member, Trading Members of the Stock Exchange or Designated Branches of the SCSBs, as the case may be, before the closure of application hours on the Issue Closing Date. For further information on the Issue programme, please see the section titled "*Issue Related Information*" on page 180.
13. Ensure that the Demographic Details including PAN are updated, true and correct in all respects;
14. Permanent Account Number: Except for Application (i) on behalf of the Central or State Government and officials appointed by the courts, and (ii) (subject to SEBI circular dated April 3, 2008) from the residents of the state of Sikkim, each of the Applicants should provide their PAN. Application Forms in which the PAN is not provided will be rejected. The exemption for the Central or State Government and officials appointed by the courts and for investors residing in the State of Sikkim is subject to (a) the demographic details received from the respective depositories confirming the exemption granted to the beneficiary owner by a suitable description in the PAN field and the beneficiary account remaining in "active status"; and (b) in the case of residents of Sikkim, the address as per the demographic details evidencing the same;
15. Ensure that if the depository account is held in joint names, the Application Form should contain the name and PAN of the person whose name appears first in the depository account and signature of only this person would be required in the Application Form. This Applicant would be deemed to have signed on behalf of joint holders and would be required to give confirmation to this effect in the Application Form;
16. All Applicants are requested to tick the relevant column "Category of Investor" in the Application Form;
17. Tick the series of NCDs in the Application Form that you wish to apply for.
18. Check if you are eligible to Apply under ASBA;

19. Retail individual investors using the UPI Mechanism to ensure that they submit bids up to the application value of ₹500,000;
20. Investor using the UPI Mechanism should ensure that the correct UPI ID (with maximum length of 45 characters including the handle) is mentioned in the Bid cum Application Form;
21. Investors bidding using the UPI Mechanism should ensure that they use only their own bank account linked UPI ID to make an application in the issue and submit the application with any of the intermediaries or through the Stock Exchange App/ Web interface;
22. Ensure that you give the correct details of your ASBA Account including bank account number/ bank name and branch;
23. Ensure that your Application Form is submitted either at a Designated Branch of a SCSB where the ASBA Account is maintained or with the Lead Manager or Consortium Member or Trading Members of the Stock Exchange at the Specified Cities, and not directly to the Public Issue Account Banks (assuming that such bank is not a SCSB) or to our Company or the Registrar to the Issue;
24. In case of ASBA Applications through Syndicate ASBA, before submitting the physical Application Form to the Trading Members of the Stock Exchange, ensure that the SCSB where the ASBA Account, as specified in the ASBA Form, is maintained has named at-least one branch in that Specified City for the Lead Manager or Consortium Member or Trading Members of the Stock Exchange, as the case may be, to deposit ASBA Forms (A list of such branches is available at <http://www.sebi.gov.in/sebiweb/home/list/5/33/0/0/Recognised-Intermediaries>);
25. In terms of the SEBI circular CIR/CFD/DIL/1/2013 dated January 2, 2013, in case of an SCSB making an ASBA Application, such ASBA Application should be made through an ASBA Account authorized solely for the purpose of applying in public issues and maintained in the name of such SCSB Applicant with a different SCSB, wherein clear demarcated funds are available.
26. Ensure that the Application Form is signed by the ASBA Account holder in case the Applicant is not the account holder;
27. Ensure that you have funds equal to the Application Amount in the ASBA Account before submitting the Application Form and that your signature in the Application Form matches with your available bank records;
28. Ensure that you have correctly ticked, provided or checked the authorizes box in the Application Form, or have otherwise provided an authorizes to the SCSB or Sponsor Bank, as applicable, via the electronic mode, for blocking funds in the ASBA Account equivalent to the Application Amount mentioned in the Application Form as the case may be, at the time of submission of the Bid. In case of Retail Individual Investor submitting their Bids and participating in the Issue through the UPI Mechanism, ensure that you authorize the UPI Mandate Request raised by the Sponsor Bank for blocking of funds equivalent to Bid Amount and subsequent debit of funds in case of Allotment;
29. Ensure that you receive an acknowledgement from the Designated Branch or the concerned Lead Manager or Consortium Member or Trading Member of the Stock Exchange, as the case may be, for the submission of the Application Form.
30. Retail Individual Investors submitting Application Form using the UPI Mechanism, should ensure that the: (a) bank where the bank account linked to their UPI ID is maintained; and (b) the Mobile App and UPI handle being used for making the Bid, are listed on the website of SEBI at [www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognisedFpi=yes&intmId=40](http://www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognisedFpi=yes&intmId=40).

In terms of SEBI Circular no. CIR/CFD/DIL/1/2013 dated January 2, 2013, SCSBs making applications on their own account using ASBA facility, should have a separate account in their own name with any other SEBI registered SCSB. Further, such account shall be used solely for the purpose of making application in public issues and clear demarcated funds should be available in such account.

SEBI Master Circular stipulates the time between closure of the Issue and listing at 6 (six) Working Days. In order to enable compliance with the above timelines, investors are advised to use ASBA facility only to make payment

***Don'ts:***

1. Do not apply for lower than the minimum application size;
2. Do not pay the Application Amount in cash, by money order or by postal order or by stock invest;
3. Do not send Application Forms by post; instead submit the same to the Consortium Members, sub- brokers, Trading Members of the Stock Exchange or Designated Branches of the SCSBs, as the case may be;
4. Do not fill up the Application Form such that the NCDs applied for exceeds the Issue size and/or investment limit or maximum number of NCDs that can be held under the applicable laws or regulations or maximum amount permissible under the applicable regulations;
5. Do not submit the GIR number instead of the PAN as the Application is liable to be rejected on this ground;
6. Do not submit incorrect details of the DP ID, Client ID and PAN or provide details for a beneficiary account which is suspended or for which details cannot be verified by the Registrar to the Issue;
7. Do not submit the Application Forms without ensuring that funds equivalent to the entire Application Amount are available for blocking in the relevant ASBA Account;
8. Do not submit Applications on plain paper or on incomplete or illegible Application Forms;
9. Do not apply if you are not competent to contract under the Indian Contract Act, 1872;
10. Do not submit an Application in case you are not eligible to acquire NCDs under applicable law or your relevant constitutional documents or otherwise;
11. Do not submit an Application that does not comply with the securities law of your respective jurisdiction;
12. Do not apply if you are a person ineligible to apply for NCDs under the Issue including Applications by Persons Resident Outside India, NRI (inter-alia including NRIs who are (i) based in the USA, and/or, (ii) domiciled in the USA, and/or, (iii) residents/citizens of the USA, and/or, (iv) subject to any taxation laws of the USA); and
13. Do not make an application of the NCD on multiple copies taken of a single form.
14. Payment of Application Amount in any mode other than through blocking of Application Amount in the ASBA Accounts shall not be accepted under the ASBA process;
15. Do not submit the Application Form to the Lead Manager or Trading Members of the Stock Exchange, as the case may be, at a location other than the Specified Cities.
16. Do not send your physical Application Form by post. Instead submit the same to a Designated Branch or the Lead Manager or Trading Members of the Stock Exchange, as the case may be, at the Specified Cities; and
17. Do not submit more than five Application Forms per ASBA Account.
18. If you are a Retail Individual Investor who is submitting the ASBA Application with any of the Designated Intermediaries and using your UPI ID for the purpose of blocking of funds, do not use any third-party bank account or third-party linked bank account UPI ID;
19. Bidding through the UPI Mechanism using the incorrect UPI handle or using a bank account of an SCSB and/or mobile applications which are not mentioned in the list provided in the SEBI;
20. Do not submit a bid using UPI ID, if you are not a Retail Individual Investor and if the Application is for an amount more than ₹500,000.

Kindly note that Applications submitted to the Designated Intermediaries will not be accepted if the SCSB where the ASBA Account, as specified in the Application Form, is maintained has not named at least one branch at that location

for the Designated Intermediaries to deposit such Application Forms. (A list of such branches is available at <https://www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognised=yes>).

### **Depository Arrangements**

Our Company has made depository arrangements with NSDL and CDSL for issue and holding of the NCDs in authorized form. In this context:

1. Tripartite Agreement dated March 20, 2019, and between us, the Registrar to the Issue and CDSL for offering depository option to the Applicants.
2. Tripartite Agreement dated March 20, 2019, and between us, the Registrar to the Issue and NSDL for offering depository option to the Applicants.
3. An Applicant must have at least one beneficiary account with any of the Depository Participants (DPs) of NSDL or CDSL prior to making the Application.
4. NCDs Allotted to an Applicant in the electronic form will be credited directly to the Applicant's respective beneficiary account(s) with the DP.
5. Non-transferable Allotment Advice/ unblocking intimations will be directly sent to the Applicant by the Registrar to the Issue.
6. It may be noted that NCDs in electronic form can be traded only on Stock Exchange having electronic connectivity with NSDL or CDSL. The Stock Exchange have connectivity with NSDL and CDSL.
7. Interest or other benefits with respect to the NCDs held in dematerialized form would be paid to those NCD holders whose names appear on the list of beneficial owners given by the Depositories to us as on Record Date. In case of those NCDs for which the beneficial owner is not identified by the Depository as on the Record Date/ book closure date, we would keep in abeyance the payment of interest or other benefits, till such time that the beneficial owner is identified by the Depository and conveyed to us, whereupon the interest or benefits will be paid to the beneficiaries, as identified, within a period of 30 days
8. The trading of the NCDs on the floor of the Stock Exchange shall be in dematerialized form in multiples of One NCD only

Allottees will have the option to dematerialize the NCDs Allotted under the Issue as per the provisions of the Companies Act, 2013 and the depositories Act.

For further information relating to Applications for Allotment of the NCDs in dematerialized form, please see the section titled "*Issue Procedure*" on page 220.

### **Communications**

All future communications in connection with Applications made in the Issue should be addressed to the Registrar to the Issue quoting all relevant details as regards the Applicant and its Application.

Applicants can contact our Company Secretary and Compliance Officer or the Registrar to the Issue in case of any pre – Issue related problems and/or Post-Issue related problems such as non-receipt of Allotment Advice non-credit of NCDs in depository's beneficiary account/ etc. Please note that Applicants who have applied for the NCDs through Designated Intermediaries should contact the Stock Exchange in case of any Post-Issue related problems, such as non-receipt of Allotment Advice / non-credit of NCDs in depository's beneficiary account/ etc.

Grievances relating to Direct Online Applications may be addressed to the Registrar to the Issue, with a copy to the relevant Stock Exchange.

### **Interest in case of Delay**

Our Company undertakes to pay interest, in connection with any delay in allotment, demat credit and unblocking, beyond the time limit as may be prescribed under applicable statutory and/or regulatory requirements, at such rates as stipulated under such applicable statutory and/or regulatory requirements.

#### **Undertaking by the Issuer**

##### *Statement by the Board:*

- (a) All monies received pursuant to the Issue of NCDs to public shall be transferred to a separate bank account as referred to in sub-section (3) of section 40 of the Companies Act, 2013.
- (b) Details of all monies utilized out of Issue referred to in sub-item (a) shall be disclosed under an appropriate separate head in our Balance Sheet indicating the purpose for which such monies had been utilized.
- (c) Details of all unutilized monies out of issue of NCDs, if any, referred to in sub-item (a) shall be disclosed under an appropriate separate head in our Balance Sheet indicating the form in which such unutilized monies have been invested.
- (d) Details of all utilized and unutilized monies out of the monies collected in the previous issue made by way of public offer shall be disclosed and continued to be disclosed in the balance sheet till the time any part of the proceeds of such previous issue remains unutilized indicating the purpose for which such monies have been utilized, and the securities or other forms of financial assets in which such unutilized monies have been invested.
- (e) Undertaking by our Company for execution of Debenture Trust Deed;
- (f) We shall utilize the Issue proceeds only upon creation of security as stated in this Prospectus in the section titled “*Terms of the Issue*” on page 180 and after (a) permissions or consents, as required, for creation of charge have been obtained from the creditors; (b) receipt of the minimum subscription of 75% of the Base Issue amount; (c) completion of Allotment and refund process in compliance with Section 40 of the Companies Act, 2013; (d) creation of security and confirmation of the same in terms of NCDs and receipt of listing and trading approval from the Stock Exchanges.
- (g) The Issue proceeds shall not be utilized towards full or part consideration for the purchase or any other acquisition, *inter alia* by way of a lease, of any immovable property, dealing of equity of listed companies or lending/investment in group companies.
- (h) The allotment letter shall be issued, or application money shall be unblocked within 15 days from the closure of the Issue or such lesser time as may be specified by SEBI, or else the application money shall be refunded to the applicants forthwith, failing which interest shall be due to be paid to the applicants at the rate of 15% per annum for the delayed period.

##### *Other Undertakings by our Company*

Our Company undertakes that:

- (a) Complaints received in respect of the Issue will be attended to by our Company expeditiously and satisfactorily.
- (b) Necessary cooperation to the relevant credit rating agency(ies) will be extended in providing true and adequate information until the obligations in respect of the NCDs are outstanding.
- (c) Our Company will take necessary steps for the purpose of getting the NCDs listed within the specified time, i.e., within 6 (six) Working Days of the Issue Closing Date.
- (d) Funds required for dispatch of Allotment Advice will be made available by our Company to the Registrar to the Issue.
- (e) Our Company will forward details of utilization of the proceeds of the Issue, duly certified by the Current Statutory Auditor, to the Debenture Trustee as per the specified timelines.

- (f) Our Company will provide a compliance certificate to the Debenture Trustee on an annual basis in respect of compliance with the terms and conditions of the Issue as contained in the Prospectus.
- (g) We shall make necessary disclosures/reporting under any other legal or regulatory requirement as may be required by our Company from time to time.
- (h) We undertake that the assets on which charge is created, are free from any encumbrances and in cases where the assets are already charged to secure a debt, the permission or consent to create a second or pari-passu charge on the Assets of the issuer has been obtained from the earlier creditor.
- (i) Our Company will disclose the complete name and address of the Debenture Trustee in its annual report and on its website.
- (j) We have created a recovery expense fund in the manner as specified by SEBI from time to time and will inform the Debenture Trustee about the same.

### **Rejection of Applications**

As set out below or if all required information is not provided or the Application Form is incomplete in any respect, the Board of Directors and/or any committee of our Company reserves its full, unqualified and absolute right to accept or reject any Application in whole or in part and in either case without assigning any reason thereof.

*Application may be rejected on one or more technical grounds, including but not restricted to:*

- Application by persons not competent to contract under the Indian Contract Act, 1872, as amended, (other than minors having valid Depository Account as per Demographic Details provided by Depositories);
- Applications accompanied by cash, draft, cheques, money order or any other mode of payment other than amounts blocked in the Bidders' ASBA Account maintained with an SCSB;
- Applications not being signed by the sole/joint Applicant(s);
- Investor Category in the Application Form not being ticked;
- Application Amount blocked being higher or lower than the value of NCDs Applied for. However, our Company may allot NCDs up to the number of NCDs Applied for, if the value of such NCDs Applied for exceeds the minimum application size;
- Applications where a registered address in India is not provided for the Applicant;
- In case of partnership firms (except LLPs), NCDs applied for in the name of the partnership and not the names of the individual partners(s);
- Minor Applicants (applying through the guardian) without mentioning the PAN of the minor Applicant;
- PAN not mentioned in the Application Form, except for Applications by or on behalf of the Central or State Government and the officials appointed by the courts and by investors residing in the State of Sikkim, provided such claims have been verified by the Depository Participants. In case of minor Applicants applying through guardian when PAN of the Applicant is not mentioned;
- DP ID and Client ID not mentioned in the Application Form;
- GIR number furnished instead of PAN;
- Applications by OCBs;
- Applications for an amount below the minimum application size;

- Submission of more than five ASBA Forms per ASBA Account;
- Applications by persons who are not eligible to acquire NCDs of our Company in terms of applicable laws, rules, regulations, guidelines and approvals;
- In case of Applications under power of attorney or by limited companies, corporate, trust etc., submitted without relevant documents;
- Applications accompanied by Stock invest/ cheque/ money order/ postal order/ cash;
- Signature of sole Applicant missing, or, in case of joint Applicants, the Application Forms not being signed by the first Applicant (as per the order appearing in the records of the Depository);
- Applications by persons debarred from accessing capital markets, by SEBI or any other regulatory authority.
- Date of Birth for first/sole Applicant for persons applying for Allotment not mentioned in the Application Form.
- Application Forms not being signed by the ASBA Account holder if the account holder is different from the Applicant.
- If the signature of the ASBA Account holder on the Application Form does not match with the signature available on the SCSB Bank's records where the ASBA Account mentioned in the Application Form is maintained;
- Application Forms submitted to the Designated Intermediaries or to the Designated Branches of the SCSBs does not bear the stamp of the SCSB and/or the Designated Intermediaries, as the case may be;
- ASBA Applications not having details of the ASBA Account to be blocked;
- In case no corresponding record is available with the Depositories that matches three parameters namely, DP ID, Client ID and PAN or if PAN is not available in the Depository database;
- Inadequate funds in the ASBA Account to enable the SCSB to block the Application Amount specified in the ASBA Application Form at the time of blocking such Application Amount in the ASBA Account or no confirmation is received from the SCSB for blocking of funds;
- If an authorization to the SCSB or Sponsor Bank for blocking funds in the ASBA Account or acceptance of UPI Mandate Request raised has not been provided;
- The UPI Mandate Request is not approved by the Retail Individual Investor;
- SCSB making an ASBA application (a) through an ASBA account maintained with its own self or (b) through an ASBA Account maintained through a different SCSB not in its own name or (c) through an ASBA Account maintained through a different SCSB in its own name, where clear demarcated funds are not present or (d) through an ASBA Account maintained through a different SCSB in its own name which ASBA Account is authorized solely for the purpose of applying in public issues;
- Applications for amounts greater than the maximum permissible amount prescribed by the regulations and applicable law;
- Authorization to the SCSB for blocking funds in the ASBA Account not provided;
- Applications by persons prohibited from buying, selling or dealing in shares, directly or indirectly, by SEBI or any other regulatory authority;
- Applications by any person outside India;

- Applications by other persons who are not eligible to apply for NCDs under the Issue under applicable Indian or foreign statutory/regulatory requirements;
- Applications not uploaded on the online platform of the Stock Exchange;
- Applications uploaded after the expiry of the allocated time on the Issue Closing Date, unless extended by the Stock Exchange, as applicable;
- Application Forms not delivered by the Applicant within the time prescribed as per the Application Form and the Prospectus;
- Applications by Applicants whose demat accounts have 'been suspended for credit' pursuant to the circular issued by SEBI on July 29, 2010, bearing number CIR/MRD/DP/22/2010;
- Where PAN details in the Application Form and as entered into the electronic system of the Stock Exchange, are not as per the records of the Depositories;
- Applications providing an inoperative demat account number;
- Where Demat account details in the Application Form and as entered into the electronic system of the Stock Exchange, are not as per the records of the Depositories;
- ASBA Applications submitted to the Designated Intermediaries, at locations other than the Specified Cities or at a Designated Branch of a SCSB where the ASBA Account is not maintained, and Applications submitted directly to the Banker to the Issue (assuming that such bank is not a SCSB), to our Company or the Registrar to the Issue;
- Category not ticked;
- Forms not uploaded on the electronic software of the Stock Exchange and/or in case of cancellation of one or more orders (series) within an Application, leading to total order quantity falling under the minimum quantity required for a single Application.

**Kindly note that ASBA Applications submitted to the Lead Manager, or Trading Members of the Stock Exchange, Members of the Syndicate, Designated Intermediaries at the Specified Cities will not be accepted if the SCSB where the ASBA Account, as specified in the ASBA Form, is maintained has not named at least one branch at that Specified City for the Lead Manager, or Trading Members of the Stock Exchange, Members of the Syndicate, Designated Intermediaries, as the case may be, to deposit ASBA Applications (A list of such branches is available at <http://www.sebi.gov.in/sebiweb/home/list/5/33/0/0/Recognised-Intermediaries>).**

*For information on certain procedures to be carried out by the Registrar to the Issue for finalization of the basis of allotment, please see below "Issue Procedure-Information for Applicants".*

### **Information for Applicants**

#### **Unblocking of Funds**

In case of ASBA Applications submitted to the SCSBs, in terms of the SEBI RTA Master Circular, the Registrar to the Issue will reconcile the compiled data received from the Stock Exchange and all SCSBs and match the same with the Depository database for correctness of DP ID, Client ID and PAN.

The Registrar to the Issue will undertake technical rejections based on the electronic details and the Depository database. In case of any discrepancy between the electronic data and the Depository records, our Company, in consultation with the Designated Stock Exchange, the Lead Manager and the Registrar to the Issue, reserves the right to proceed as per the Depository records for such ASBA Applications or treat such ASBA Applications as rejected.

In case of Applicants submitted to the Lead Manager, Consortium Member and Trading Members of the Stock Exchange at the Specified Cities, the basis of allotment will be based on the Registrar's validation of the electronic details with the Depository records, and the complete reconciliation of the final certificates received from the SCSBs

with the electronic details in terms of the SEBI circular CIR/CFD/DIL/1/2011 dated April 29, 2011. The Registrar to the Issue will undertake technical rejections based on the electronic details and the Depository database. In case of any discrepancy between the electronic data and the Depository records, our Company, in consultation with the Designated Stock Exchange, the Lead Manager and the Registrar to the Issue, reserves the right to proceed as per the Depository records or treat such ASBA Application as rejected.

Based on the information provided by the Depositories, our Company shall have the right to accept Applications belonging to an account for the benefit of a minor (under guardianship).

In case of Applications for a higher number of NCDs than specified for that category of Applicant, only the maximum amount permissible for such category of Applicant will be considered for Allotment.

#### **Mode of making refunds**

The Registrar to the Issue shall instruct the relevant SCSB to unblock the funds in the relevant ASBA Account to the extent of the Application Amount specified in the Application Forms for withdrawn, rejected or unsuccessful or partially successful Applications within 5 (five) Working Days of the Issue Closing Date.

Our Company and the Registrar to the Issue shall credit the allotted NCDs to the respective beneficiary accounts/dispatch the Letters of Allotment or letters of regret by registered post/speed post at the Applicant's sole risk, within six Working Days from the Issue Closing Date. We may enter into an arrangement with one or more banks in one or more cities for refund to the account of the applicants through Direct Credit/RTGS/NEFT/NACH.

Further, (a) Allotment of NCDs in this Issue shall be made within the time period stipulated by SEBI; (b) Credit to dematerialised accounts will be given within one Working Day from the Date of Allotment; (c) Interest at a rate of 15% per annum will be paid if the Allotment has not been made and/or the refund effected within five Working days from the Issue Closing Date, for the delay beyond five Working days; and (d) Our Company will provide adequate funds to the Registrar to the Issue for this purpose.

#### **Retention of oversubscription**

Our Company shall have an option to retain over-subscription up to the Issue limit.

#### **Basis of Allotment**

The Registrar will aggregate the Applications, based on the applications received through an electronic book from the Stock Exchange and determine the valid Applications for the purpose of drawing the Basis of Allotment.

#### **Grouping of Applications and Allocation Ratio**

For the purposes of the basis of allotment:

- A. Applications received from Category I Investors-Institutional Investors: Applications received from Applicants belonging to Category I shall be grouped together, ("**Institutional Portion**");
- B. Applications received from Category II Investors-Non-Institutional Investors: Applications received from Applicants belonging to Category II, shall be grouped together, ("**Non-Institutional Portion**").
- C. Applications received from Category III Investors-High Net-worth Individual Investors: Applications received from Applicants belonging to Category III shall be grouped together, ("**High Net-worth Individual Category Portion**").
- D. Applications received from Category IV Applicants-Retail Individual Investors: Applications received from Applicants belonging to Category IV shall be grouped together, ("**Retail Individual Category Portion**").

For removal of doubt, the terms "**Institutional Portion**", "**Non-Institutional Portion**", "**High Net Worth Individual Investors Portion**" and "**Retail Individual Investors Portion**" are individually referred to as "**Portion**" and collectively referred to as "**Portions**".

For the purposes of determining the number of NCDs available for allocation to each of the abovementioned Portions, our Company shall have the discretion of determining the number of NCDs to be allotted over and above the Base Issue, in case our Company opts to retain any portion of oversubscription in this Issue up to an amount specified under this Prospectus. The aggregate value of NCDs decided to be allotted over and above the Base Issue, (in case our Company opts to retain any portion of oversubscription in this Issue), and/or the aggregate value of NCDs up to the Base Issue Size shall be collectively termed as Issue Size for the purpose of Allocation under this Issue.

#### Allocation Ratio

Particulars	Institutional Portion	Non-Institutional Portion	High-Net Worth Individual Category Portion	Retail Individual Category Portion
<b>% of the Issue size</b>	25%	25%	25%	25%
<b>Base Issue Size in amount (₹ in lakh)</b>	2,500	2,500	2,500	2,500
<b>Total Issue Size in amount (₹ in lakh)</b>	5,000	5,000	5,000	5,000

#### (a) Allotments in the first instance:

- (i) Applicants belonging to the Institutional Portion, in the first instance, will be allocated NCDs up to 25% of the Issue Size on first come first serve basis which would be determined on the date of upload of their Applications in to the electronic platform of the Stock Exchanges;
- (ii) Applicants belonging to the Non-Institutional Portion, in the first instance, will be allocated NCDs up to 25% of the Issue Size on first come first serve basis which would be determined on the date of upload of their Applications in to the electronic platform of the Stock Exchanges;
- (iii) Applicants belonging to the High Net Worth Individual Investors Portion, in the first instance, will be allocated NCDs up to 25% of Issue Size on first come first serve basis which would be determined on the date of upload of their Applications in to the electronic platform of the Stock Exchanges;
- (iv) Applicants belonging to the Retail Individual Investors Portion, in the first instance, will be allocated NCDs up to 25% of Issue Size on first come first serve basis which would be determined on the date of upload of their Applications in to the electronic platform of the Stock Exchanges.

Allotments, in consultation with the Designated Stock Exchange, shall be made on date priority basis i.e. a first-come first-serve basis, based on the date of upload of each Application in to the Electronic Book with Stock Exchanges, in each Portion subject to the Allocation Ratio indicated herein above.

As per the SEBI Master Circular, the allotment in this Issue is required to be made on the basis of date of upload of each application into the electronic book of the Stock Exchanges. However, from the date of oversubscription and thereafter, the allotments will be made to the applicants on proportionate basis.

#### (b) Under Subscription

- (i) If there is any under subscription in any Category, priority in Allotments will be given to the Retail Individual Investors Portion, High Net Worth Individual Investors Portion, and balance, if any, shall be first made to applicants of the Non Institutional Portion, followed by the Institutional Portion on a first come first serve basis, on proportionate basis. If there is under subscription in the Issue Size due to under subscription in each Portion, all valid Applications received till the end of last day of the Issue Closure day shall be grouped together in each Portion and full and firm Allotments will be made to all valid Applications in each Portion.
- (ii) For each Category, all Applications uploaded on the same day onto the electronic platform of the Stock Exchanges would be treated at par with each other. Allotment would be on proportionate basis, where NCDs uploaded into the platform of the Stock Exchanges exceeds NCDs to be Allotted for each portion respectively from the date of oversubscription and thereafter.

- (iii) Minimum Allotments of 1 NCDs and in multiples of 1 NCD thereafter would be made in case of each valid Application to all Applicants.

(c) **Allotments in case of oversubscription**

In case of an oversubscription, allotments to the maximum extent, as possible, will be made on a first-come first-serve basis and thereafter on proportionate basis, i.e. full allotment of the NCDs to the Applicants on a first come first basis up to the date falling 1 (one) day prior to the date of oversubscription and proportionate allotment of NCDs to the applicants from the date of oversubscription (based on the date of upload of each Application on the electronic platform of the Stock Exchanges, in each Portion). The date of oversubscription will be determined as per the bucket size based on the Allocation Ratio stated in this Prospectus not taking into account any spill overs due to undersubscription in other categories.

For the purpose of clarity, in case of oversubscription please see the below indicative scenarios:

- (i) In case of an oversubscription in all Portions resulting in an oversubscription in the Issue Size, Allotments to the maximum permissible limit, as possible, will be made on a first-come first serve basis and thereafter on proportionate basis, i.e. full allotment of the NCDs to the Applicants on a first come first serve basis up to the date falling 1 (one) day prior to the date of oversubscription to respective Portion and proportionate allotment of NCDs to the Applicants from the date of oversubscription in respective Portion (based on the date of upload of each Application on the electronic platform of the Stock Exchanges in each Portion).
- (ii) In case there is oversubscription in Issue Size, however there is under subscription in one or more Portion(s), Allotments will be made in the following order:
  - a) All valid Applications in the undersubscribed Portion(s) uploaded on the electronic platform of the Stock Exchanges till the end of the last day of the Issue Period, shall receive full and firm allotment.
  - b) In case of Portion(s) that are oversubscribed, allotment shall be made to valid Applications received on a first come first serve basis, based on the date of upload of each Application in to the electronic platform of the Stock Exchanges. Priority for allocation of the remaining undersubscribed Portion(s) shall be given to day wise Applications received in the Retail Individual Investors Portion followed by High Net Worth Individual Investors Portion, next Non-Institutional Portion and lastly Institutional Portion each according to the day of upload of Applications to the Electronic Book with Stock Exchange during the Issue period.
  - c) For the sake of clarity, once full and firm allotment has been made to all the valid Applications in the undersubscribed portion, the remaining balance in the undersubscribed Portion will be Allocated to the oversubscribed Portion(s) and proportionate allotments shall be made to all valid Applications in the oversubscribed Portion(s) uploaded on the date of oversubscription and thereafter on the remaining days of the Issue Period.

(d) **Proportionate Allotments**

For each Portion, from the date of oversubscription and thereafter:

- (i) Allotments to the Applicants shall be made in proportion to their respective Application size, rounded off to the nearest integer.
- (ii) If the process of rounding off to the nearest integer results in the actual allocation of NCDs being higher than the Issue size, not all Applicants will be allotted the number of NCDs arrived at after such rounding off. Rather, each Applicant whose Allotment size, prior to rounding off, had the highest decimal point would be given preference.

- (iii) In the event, there are more than one Applicant whose entitlement remain equal after the manner of distribution referred to above, our Company will ensure that the basis of allotment is finalised by draw of lots in a fair and equitable manner.

#### **Applicant applying for more than on Series of NCDs**

If an Applicant has applied for more than one Series of NCDs and in case such Applicant is entitled to allocation of only a part of the aggregate number of NCDs applied for, the Series-wise allocation of NCDs to such Applicants shall be in proportion to the number of NCDs with respect to each Series, applied for by such Applicant, subject to rounding off to the nearest integer, as appropriate in consultation with the Lead Managers and the Designated Stock Exchange. Further, in the aforesaid scenario, wherein the Applicant has applied for all the 8 (eight) Series and in case such Applicant cannot be allotted all the 8 (eight) Series, then the Applicant would be allotted NCDs, at the discretion of the Company, the Registrar and the Lead Managers wherein the NCDs with the least tenor i.e. Allotment of NCDs with tenor of 24 months followed by Allotment of NCDs with tenor of 36 months and 60 months.

All decisions pertaining to the Basis of Allotment of NCDs pursuant to the Issue shall be taken by our Company in consultation with the Lead Manager, and the Designated Stock Exchange and in compliance with the aforementioned provisions of this Prospectus. Any other queries / issues in connection with the Applications will be appropriately dealt with and decided upon by our Company in consultation with the Lead Manager.

The Company shall allocate and allot Series III to all valid applications, wherein the Applicants have not indicated their choice of the relevant NCD Series. The Company has the discretion to close the Issue early irrespective of whether any of the Portion(s) are fully subscribed or not. The Company shall allot NCDs with respect to the Applications received till the time of such pre-closure in accordance with the Basis of Allotment as described hereinabove and subject to applicable statutory and/or regulatory requirements.

#### **Payment of Refunds**

The Registrar shall instruct the relevant SCSB to unblock the funds in the relevant ASBA Account for withdrawn, rejected or unsuccessful or partially successful ASBA Applications within the applicable regulatory timelines.

#### **Issuance of Allotment Advice**

Our Company shall ensure dispatch of Allotment Advice as per the Demographic Details received from the Depositories. Instructions for credit of NCDs to the beneficiary account with Depository Participants shall be made within 5 Working Days of the Issue Closing Date.

Our Company shall use best efforts to ensure that all steps for completion of the necessary formalities and approvals for the commencement of trading at the Stock Exchange where the NCDs are proposed to be listed are taken within 5 Working Days from the Issue Closing Date.

Allotment Advices shall be issued, or Application Amount shall be unblocked within 15 (fifteen) days from the Issue Closing Date or such lesser time as may be specified by SEBI or else the application amount shall be unblocked in the ASBA Accounts of the applicants forthwith, failing which interest shall be due to be paid to the applicants at the rate of fifteen per cent. per annum for the delayed period.

Our Company will provide adequate funds required for dispatch of Allotment Advice, as applicable, to the Registrar to the Issue.

#### **Investor Withdrawals and Pre-closure**

*Investor Withdrawal:* Applicants can withdraw their ASBA Applications till the Issue Closing Date by submitting a request for the same to the Consortium Members, Trading Member of the Stock Exchange or the Designated Branch, as the case may be, through whom the ASBA Application had been placed. In case of ASBA Applications submitted to the Lead Manager, Consortium Member, or Trading Members of the Stock Exchange at the Specified Cities, upon receipt of the request for withdrawal from the Applicant, the relevant Lead Manager, or Trading Member of the Stock Exchange, as the case may be, shall do the requisite, including deletion of details of the withdrawn ASBA Application Form from the electronic system of the Stock Exchange. In case of ASBA Applications submitted directly to the Designated Branch of the SCSB, upon receipt of the request for withdraw from the Applicant, the relevant Designated Branch shall do the requisite, including deletion of details of the withdrawn ASBA Application Form from the electronic system of the Stock Exchange and unblocking of the funds in the ASBA Account directly.

In case an Applicant wishes to withdraw the Application after the Issue Closing Date, the same can be done by submitting a withdrawal request to the Registrar to the Issue prior to the finalization of the Basis of Allotment.

### **Pre-closure**

Our Company, in consultation with the Lead Manager reserves the right to close the Issue at any time prior to the Issue Closing Date, subject to receipt of minimum subscription or as may be specified in this Prospectus. Our Company shall Allot NCDs with respect to the Applications received until the time of such pre-closure in accordance with the Basis of Allotment as described hereinabove and subject to applicable statutory and/or regulatory requirements. In the event of such early closure of the Issue, our Company shall ensure that public notice of such early closure is published on or before such early date of closure is published on or before such early date of closure or the Issue Closing Date, as applicable, through advertisement(s) in all those newspapers in which pre-issue advertisement have been given.

If our Company does not receive the minimum subscription of 75% of Base Issue Size i.e. ₹ 7,500 Lakh, prior to the Issue Closing Date the entire Application Amount shall be unblocked in the relevant ASBA Account(s) of the Applicants within 8 (eight) working days from the Issue Closing Date, failing which our Company will become liable to refund the Application Amount along with interest at the rate 15 (fifteen) percent per annum for the delayed period.

### **Revision of Applications**

As per the notice no: 20120831-22 dated August 31, 2012, issued by BSE, cancellation of one or more orders (series) within an Application is permitted during the Issue Period as long as the total order quantity does not fall under the minimum quantity required for a single Application. However, please note that in case of cancellation of one or more orders (series) within an Application, leading to total order quantity falling under the minimum quantity required for a single Application will be liable for rejection by the Registrar.

Applicants may revise/ modify their Application details during the Issue Period, as allowed/permitted by the Stock Exchange(s), by submitting a written request to the Designated Intermediary, as the case may be. However, for the purpose of Allotment, the date of original upload of the Application will be considered in case of such revision/modification. In case of any revision of Application in connection with any of the fields which are not allowed to be modified on the electronic Application platform of the Stock Exchange as per the procedures and requirements prescribed by each relevant Stock Exchange, Applicants should ensure that they first withdraw their original Application and submit a fresh Application. In such a case the date of the new Application will be considered for date priority for Allotment purposes.

Revision of Applications is not permitted after the expiry of the time for acceptance of Application Forms on Issue Closing Date. However, in order that the data so captured is accurate, the Designated Intermediaries will be given up to one Working Day after the Issue Closing Date (till 1:00 PM) to modify/ verify certain selected fields uploaded in the online system during the Issue Period, after which the data will be sent to the Registrar to the Issue for reconciliation with the data available with the NSDL and CDSL.

## SECTION VII: LEGAL AND OTHER INFORMATION

### OUTSTANDING LITIGATIONS AND DEFAULTS

*Our Company, Directors and Promoter are subjected to various legal proceedings from time to time, mostly arising in the ordinary course of its business. The legal proceedings are initiated by us and also by customers and other parties. These legal proceedings are primarily in the nature of (a) civil suits; (b) criminal complaints; (c) consumer complaints; and (d) business operations related litigations.*

*For the purposes of above, our Investment and Borrowing Committee has considered and adopted a policy of materiality for identification of material litigations, for the purpose of the present issue of NCDs. In terms of materiality policy, any outstanding litigation:*

- a) *involving our Company, in which the aggregate monetary claim by or against our Company exceeds the lower of the following has been considered material:*
  - i. *two percent of the turnover for Fiscal 2024. The turnover of our Company for Fiscal 2024 is ₹ 1,08,168.12 lakh and two percent of the same is ₹ 2,163.36 lakh;*
  - ii. *two percent of the net worth for Fiscal 2024. The net worth of our Company for Fiscal 2024 is ₹ 1,43,836.17 lakh and two percent of the same is ₹ 2,876.72 lakh;*
  - iii. *five percent of the average of absolute value of profit after tax, as per the last three audited consolidated financial statements of our Company. The average of absolute value of profit after tax, as per the last three audited consolidated financial statements is ₹ 5,789.06 lakh and five percent of the same is ₹ 289.45 lakh.*

*Accordingly, all litigation involving monetary amount of claim exceeding ₹ 289.45 lakh (“**Material Threshold**”) has been considered as material;*

- b) *involving our Directors, irrespective of the amount involved in such litigation, has been considered as material; and*
- c) *involving our Promoter, in which the aggregate monetary amount of claim by or against our Promoter exceeds the amount of Material Threshold has been considered as material.*

*It is clarified that for the purposes of the above, pre-litigation notices received by our Company, Directors, our Promoter shall, unless otherwise decided by our Board of Directors / IB Committee, not be considered as litigation until such time that our Company, Directors or Promoter, as the case maybe, is impleaded as a defendant in litigation proceedings before any judicial forum.*

*Save as disclosed below, there are no:*

- a) *litigation or legal action pending or taken by any Ministry or Department of the Government or a statutory body or regulatory body against the Promoters of our Company during the preceding three years immediately preceding the year of the issue of this Prospectus and any direction issued by such Ministry or Department or statutory body or regulatory body upon conclusion of such litigation or legal action;*
- b) *inquiry, inspections or investigations initiated or conducted under the securities laws or Companies Act or any previous companies law in the preceding three years immediately preceding the year of issue of offer document in the case of company; and if there were any prosecutions filed (whether pending or not); fines imposed or compounding of offences done in the preceding three years immediately preceding the year of this Prospectus for our Company;*
- c) *pending litigation involving the Company, Promoter, Directors, group companies or any other person, whose outcome could have material adverse effect on the financial position of the Company, which may affect the issue or the investor's decision to invest/continue to invest in the debt securities;*
- d) *acts of material frauds committed against our Company in the preceding three financial years and current financial year and the action taken by our Company;*

- e) *default and non-payment of statutory dues by our Company for preceding three financial years and current financial year; and*
- f) *pending proceedings initiated against our Company for economic offences and default.*

*Further from time to time, we have been and shall continue to be involved in legal proceedings filed by and/or against us, arising in the ordinary course of our business. We believe that the number of proceedings in which we are/were involved is not unusual for a company of our size doing business in India.*

*Unless stated to the contrary, the information provided below is as of the date of this Prospectus.*

*All terms defined in a particular litigation disclosure below are for that particular litigation only.*

## **Litigation involving our Company**

### ***Litigation against our Company***

#### **A. Criminal Proceedings**

1. A Complaint Case bearing No. 118/2023 dated 20.1.2023 under Section 340 (1) of the Code of Criminal Procedure, 1973 (“**Complaint**”) has been filed against Soumyo Natta, Authorised officer of our Company (“**Accused**”) by Mehi Traders (“**Complainant**”) before the learned Chief Judicial Magistrate Barasat for alleged offences involving perjury. The matter relates to a dispute regarding default in repayment of the financial facility amounting to a sum of ₹ 30,00,000 (Rupees Thirty Lakh Only) and outstanding amount of ₹. 34,31,030/- (Rupees Thirty-Four Lakh Thirty One Thousand and Thirty Only) as on March 14, 2022 in terms of the loan agreements dated July 31, 2021 and October 12, 2020 executed between the Complainant and our Company. Aggrieved by the action of the Accused person taken u/s 14 of SARFAESI Act and considering other factors, the Complainant has filed the present Complaint to conduct investigation against the Accused person u/s 340 of Cr.P.C alleging offence punishable under the Indian Penal Code, 1860. The matter is presently pending.
2. A Transfer Petition (Crl) bearing no. 711 of 2024 with IA 182241/2024 dated July 22, 2024 under Section 406 of the Code of Criminal Procedure, 1973 (“**Petition**”) has been filed against our Company by Paul Raj (“**Petitioner**”) before Supreme Court for transfer of cheque bounce case CS/81915/2024 pending before a 19<sup>th</sup> Metropolitan Magistrate, Calcutta, West Bengal, under the jurisdiction of High Court of West Bengal to the Metropolitan Magistrate Nagercoil, Tamil Nadu, under the jurisdiction of High Court of Tamil Nadu. The matter relates to a dispute regarding cheque bounce of cheque amounting to a sum of ₹ 16,03,464/- (Rupees Sixteen Lakh Three Thousand Four Hundred and Sixty Four Only) in terms of the loan agreement dated September 25, 2023 executed between the Petitioner and the Company. Aggrieved by the action of our Company taken u/s 138 of NI Act and considering other factors, the Petitioner filed the present Petition seeking transfer of the case. The matter is presently pending.
3. A Criminal Revision (“**CRR**”) bearing No. CRR 129/2023 dated October 31, 2023 under Section 399 of the Code of Criminal Procedure, 1973 (“**Cr.P.C**”) has been filed against State of Haryana and our Company (“**Respondents**”) by Rajesh Jangra (“**Revisioner**”) before the learned District and Sessions Court, Sonapat challenging a First Information Report dated May 15, 2023 (“**FIR**”). The matter relates to a dispute regarding default in repayment of the financial facility amounting to a sum of ₹ 11,11,865/- (Rupees Eleven Lakh Eleven Thousand Eight Hundred and Sixty Five Only) as on September 15, 2024 in terms of the loan agreement dated February 18, 2023 executed between the Revisioner, and our Company. Aggrieved by the action of our Company and considering other factors, the Complainant has filed the present Complaint to conduct investigation against the Respondents u/s 399 of Cr. P. C. challenging the FIR. The matter is presently pending.
4. A First Information Report dated January 23, 2024 having Case crime no. 41 of 2024 under Section 420, 467, 468, 471 and 120B of the Indian Penal Code, Police Station Hapurnagar, District Hapur was filed against Robin Singh, an employee of the Company (“**Accused**”) by Praful Kumar (“**Complainant**”) and is pending. The matter relates to a dispute regarding default in repayment of the financial facility amounting to a sum of Rs. 20,22,654/- (Rupees Twenty Lakh Twenty Two Thousand Six Hundred Fifty Four Only) as on September 15, 2024, in terms of the loan agreement dated July 26, 2022 executed between the Complainant, and our Company. Aggrieved by the action of our Company and considering other factors, the Complainant filed the present FIR against the Accused. The Accused has filed a criminal misc. writ petition no. 2801 of 2024 before Hon’ble High Court of Allahabad. The matter is presently pending.

5. A Transfer Petition (Criminal) bearing No. 190 / 2024 dated February 16, 2024 under Section 406 of the Code of Criminal Procedure, 1973 (“**Petition**”) has been filed against our Company (“**Respondent**”) by Nachammai Steels (“**Petitioner**”) before the Hon’ble Supreme Court praying thereby transfer of the cheque bounce case no. CS/158041/23 pending before 10<sup>th</sup> Metropolitan Magistrate, Calcutta to the court of Chief Judicial Magistrate, Madurai, Tamil Nadu. The Petition relates to a bounce of cheque no. 001041 dated October 13, 2023 amounting to a sum of Rs. 12,12,564 (Rupees Twelve Lakh Twelve Thousand Five Hundred and Sixty Four Only). Aggrieved by the action of our Company taken u/s 138 of NI Act and considering other factors, the Complainant has filed the present Petition praying transfer of the cheque bounce case. The matter is presently pending.

**B. Civil Proceedings**

Nil

**C. Regulatory and Statutory proceedings**

Nil

**D. Economic Offences**

Nil

*Litigation by our Company*

**A. Criminal Proceedings**

1. A complaint bearing diary number D-909 dated March 5, 2020 (“**Complaint**”) has been filed by our Company (“**Complainant**”) against Bell Finvest (India) Limited, Bhupesh Rathod and Chirag Rathod (“**Accused Persons**”) with Deputy Commissioner of Police, Economic Offence Wing, New Delhi for alleged offences involving cheating, criminal breach of trust, misappropriation, embezzlement and siphoning of funds, fraud and forgery. The matter relates to a dispute regarding default in repayment of the credit facility amounting to ₹ 5,00,00,000/- ( Rupees Five Crore Only ) in terms of the loan agreement dated April 4, 2019 executed between the Complainant and the Accused Persons. Aggrieved by the said action of the Accused Persons and considering other factors, the Complainant has filed the present Complaint under Section 406, 415, 418, 420, 506 and under Sections 467, 468, 471 along with Section 120B of the Indian Penal Code, 1860. The present Complaint has been transferred to the Economic Offence Wing, Mumbai, Mumbai Police, Maharashtra basis on an application dated November 13, 2020 and subsequently transferred to Kurla Police Station, Mumbai, filed by the Complainant. The matter is presently pending.
2. A first information report bearing number 11191036210425 dated May 7, 2021 (“**FIR**”) has been filed by our Company (“**Complainant**”) against Akash Domadiya, Ekta Domadiya, Bhanuben Domadiya, Sunil Patel, Hiral Patel, Jagat Shah, Nikhil Gajjar, Dipen Prajapati, Suchitra Patel, Narendra Patel, Harsh Patel, Mayur Bodhar, Vinod Patel, Ritaben Patel and Milan Sutariya (“**Accused Persons**”) with Navrangpura Police Station, Navrangpura, Ahmedabad, Gujarat for the alleged offences punishable under Sections 406, 420, 465, 467, 468, 471 and 120B of the Indian Penal Code, 1860. The matter relates to a dispute regarding default in repayment of the credit facility amounting to a sum of ₹ 4,99,77,412 (Rupees Four Crore Ninety Nine Lakh Seventy Seven Thousand Four Hundred and Twelve Only) in terms of the loan agreement dated March 25, 2019 executed between the Complainant and the Accused Persons. Under this arrangement, the Complainant remitted a total amount of ₹ 4,85,00,000 (Rupees Four Crore Eighty Five Lakh Only) in favour of the Accused Persons. The Complainant has alleged that fake, forged and fabricated invoices were submitted by the Accused Persons to the Complainant and the documents submitted by the Accused Persons for availing this credit facility were inflated, overestimated and falsified for the purpose of obtaining wrongful gain from the Complainant. Aggrieved by the said action of the Accused Persons, the Complainant has filed the present FIR to conduct investigation against the Accused Persons under the relevant sections of the Indian Penal Code, 1860. The matter is presently pending.
3. A complaint No. 2066/2021 dated December 16, 2021 under Section 156(3) of the Code of Criminal Procedure, 1973 (“**Complaint**”) has been filed by our Company (“**Complainant**”) against A.ES Engineers Private Limited, Ashok Kumar Sethi, Amit Sethi, Sarita Sethi, Prithvi Raj Sethi, Sonia Sethi and other known persons (“**Accused Persons**”) before the Hon’ble Court of Chief Metropolitan Magistrate, Patiala House Court, New Delhi for alleged

offences involving cheating, criminal breach of trust, misappropriation, embezzlement and siphoning of funds, fraud and forgery. The matter relates to a dispute regarding default in repayment of the credit facility amounting to a sum of ₹ 2,00,00,000 (Rupees Two Crore Only) and outstanding amount of ₹ 4,06,57,878 (Rupees Four Crore Six Lakh Fifty Seven Thousand Eight Hundred and Seventy Eight Only) as on September 15, 2024 in terms of the loan agreement dated August 7, 2020 executed between the Complainant and the Accused Persons. Aggrieved by the said action of the Accused Persons and considering other factors, the Complainant has filed the present Complaint to conduct investigation against the Accused Persons under various offences punishable under various sections of the Indian Penal Code, 1860. The matter is presently pending.

4. A complaint No. 2064/2021 dated December 16, 2021 under Section 156(3) of the Code of Criminal Procedure, 1973 (“**Complaint**”) has been filed by our Company (“**Complainant**”) against Pearl Alloys Private Limited, Rajesh Behl, Rajat Behl, Aashima Behl and other unknown persons (“**Accused Persons**”) before the Hon’ble Court of Chief Metropolitan Magistrate, Patiala House Court, New Delhi for alleged offences involving cheating, criminal breach of trust, misappropriation, embezzlement and siphoning of funds, fraud and forgery. The matter relates to a dispute regarding default in repayment of the credit facility amounting to a sum of ₹ 3,00,00,000 (Rupees Three Crore Only) and outstanding amount of ₹ 6,76,34,915 (Rupees Six Crore Seventy Six Lakh Thirty Four Thousand Nine Hundred and Fifteen Only) as on September 15, 2024 in terms of the loan agreement dated August 7, 2020 executed between the Complainant and the Accused Persons. Aggrieved by the said action of the Accused Persons and considering other factors, the Complainant has filed the present Complaint to conduct investigation against the Accused Persons under various offences punishable under various sections of the Indian Penal Code, 1860. The matter is presently pending.
5. A complaint No. 2065/2021, dated December 16, 2021 under Section 156(3) of the Code of Criminal Procedure, 1973 (“**Complaint**”) has been filed by our Company (“**Complainant**”) against Vallabh Metals Industries and Vikas Jain (“**Accused Persons**”) before the Hon’ble Court of Chief Metropolitan Magistrate, Patiala House Court, New Delhi for alleged offences involving cheating, criminal breach of trust, misappropriation, embezzlement and siphoning of funds, fraud and forgery. The matter relates to a dispute regarding default in repayment of the credit facility amounting to a sum of ₹ 1,66,29,707 (Rupees One Crore Sixty Six Lakh Twenty Nine Thousand Seven Hundred and Seven Only) and outstanding amount of ₹ 2,87,56,537 (Rupees Two Crore Eighty Seven Lakh Fifty Six Thousand Five Hundred and Thirty Seven Only) as on September 15, 2024 in terms of the loan agreement dated May 2, 2019 executed between the Complainant and the Accused Persons. Aggrieved by the said action of the Accused Persons and considering other factors, the Complainant has filed the present Complaint to conduct investigation against the Accused Persons under various offences punishable under various sections of the Indian Penal Code, 1860. The matter is presently pending.
6. A complaint No. 5/2022, dated January 3, 2022 under Section 156(3) of the Code of Criminal Procedure, 1973 (“**Complaint**”) has been filed by our Company (“**Complainant**”) against Dhruv Cables and Conductors, Siddharth Jain and Ramesh Chand (“**Accused Persons**”) before the Hon’ble Court of Chief Metropolitan Magistrate Patiala House Court, New Delhi for alleged offences involving cheating, criminal breach of trust, misappropriation, embezzlement and siphoning of funds, fraud and forgery. The matter relates to a dispute regarding default in repayment of the credit facility amounting to a sum of ₹ 4,00,00,000 (Rupees Four Crore Only) and outstanding amount of ₹ 6,09,98,120 (Rupees Six Crore Nine Lakh Ninety Eight Thousand One Hundred and Twenty Only) as on September 15, 2024 in terms of the loan agreement dated March 30, 2019 and March 20, 2021 executed between the Complainant and the Accused Persons. Aggrieved by the said action of the Accused Persons and considering other factors, the Complainant has filed the present Complaint to conduct investigation against the Accused Persons under various offences punishable under various sections of the Indian Penal Code, 1860. The matter is presently pending.
7. A complaint No. CS/42164/22, dated May 12, 2022 under Section 200 of the Code of Criminal Procedure, 1973 (“**Complaint**”) has been filed by our Company (“**Complainant**”) against Ankita Trading Company, Banti Kumar shaw and Genty Shaw (“**Accused Persons**”) before the Learned Chief Metropolitan Magistrate Court, Calcutta for alleged offences involving cheating, criminal breach of trust, misappropriation, embezzlement and siphoning of funds, fraud and forgery. The matter relates to a dispute regarding default in repayment of the credit facility amounting to a sum of ₹ 5,08,000 (Rupees Five Lakh Eight Thousand Only) and outstanding amount of ₹ 5,86,242 (Rupees Five Lakh Eighty Six Thousand Two Hundred and Forty Two Only) as on September, 15, 2024 in terms of the loan agreement dated August 28, 2020 executed between the Complainant and the Accused Persons. Aggrieved by the said action of the Accused Persons and considering other factors, the Complainant has filed the present Complaint to conduct investigation against the Accused Persons under various offences punishable under various sections of the Indian Penal Code, 1860. The matter is presently pending.

8. A complaint No. CS/42162/22, dated May 12, 2022 under Section 200 of the Code of Criminal Procedure, 1973 (“**Complaint**”) has been filed by our Company (“**Complainant**”) against Bittu Namkeen Co., Abhay Jain and Ruchita Jain (“**Accused Persons**”) before the Learned Chief Metropolitan Magistrate Court, Calcutta for alleged offences involving cheating, criminal breach of trust, misappropriation, embezzlement and siphoning of funds, fraud and forgery. The matter relates to a dispute regarding default in repayment of the credit facility amounting to a sum of ₹ 2,18,748 (Rupees Two Lakh Eighteen Thousand Seven Hundred and Forty Eight Only) and outstanding amount of ₹ 1,39,815 (Rupees One Lakh Thirty Nine Thousand Eight Hundred and Fifteen Only) as on September 15, 2024 in terms of the loan agreement dated August 28, 2020 executed between the Complainant and the Accused Persons. Aggrieved by the said action of the Accused Persons and considering other factors, the Complainant has filed the present Complaint to conduct investigation against the Accused Persons under various offences punishable under various sections of the Indian Penal Code, 1860. The matter is presently pending.
9. A complaint No. CS/42072/22, dated May 11, 2022 under Section 200 of the Code of Criminal Procedure, 1973 (“**Complaint**”) has been filed by our Company (“**Complainant**”) against SSH Delicacies Private Limited, Shantanu Sikdar and Samrat Mondal (“**Accused Persons**”) before the Learned Chief Metropolitan Magistrate Court, Calcutta for alleged offences involving cheating, criminal breach of trust, misappropriation, embezzlement and siphoning of funds, fraud and forgery. The matter relates to a dispute regarding default in repayment of the credit facility amounting to a sum of ₹ 26,64,636 (Rupees Twenty Six Lakh Sixty Four Thousand Six Hundred and Thirty Six Only) and outstanding amount of ₹ 66,55,491 (Rupees Sixty Six Lakh Fifty Five Thousand Four Hundred and Ninety One Only) as on September 15, 2024 in terms of the loan agreement dated December 28, 2020 executed between the Complainant and the Accused Persons. Aggrieved by the said action of the Accused Persons and considering other factors, the Complainant has filed the present Complaint to conduct investigation against the Accused Persons under various offences punishable under various sections of the Indian Penal Code, 1860. The matter is presently pending.
10. A complaint No. 11651/2022, dated July 07, 2022 under Section 156(3) of the Code of Criminal Procedure, 1973 (“**Complaint**”) has been filed by our Company (“**Complainant**”) against SRI Byraveshwara Rice Traders, Erappa Shiva and Bharathi M. (“**Accused Persons**”) before the IVth Additional Chief Metropolitan Magistrate, Bangaluru for alleged offences involving cheating, criminal breach of trust, misappropriation, embezzlement and siphoning of funds, fraud and forgery. The matter relates to a dispute regarding default in repayment of the credit facility amounting to a sum of ₹ 15,35,400 (Rupees Fifteen Lakh Thirty Five Thousand Four Hundred Only) and outstanding amount of ₹ 30,77,068 (Rupees Thirty Lakh Seventy Seven Thousand and Sixty Eight Only) as on September 15, 2024 in terms of the loan agreement dated July 21, 2021 executed between the Complainant and the Accused Persons. Aggrieved by the said action of the Accused Persons and considering other factors, the Complainant has filed the present Complaint to conduct investigation against the Accused Persons under various offences punishable under various sections of the Indian Penal Code, 1860. The matter is presently pending.
11. A complaint No. CS/42165/22, dated May 12, 2022 under Section 200 of the Code of Criminal Procedure, 1973 (“**Complaint**”) has been filed by our Company (“**Complainant**”) against S and S Enterprise, Surajit Das and Sourav Das (“**Accused Persons**”) before the Learned Chief Metropolitan Magistrate Court, Calcutta for alleged offences involving cheating, criminal breach of trust, misappropriation, embezzlement and siphoning of funds, fraud and forgery. The matter relates to a dispute regarding default in repayment of the credit facility amounting to a sum of ₹ 9,73,730 (Rupees Nine Lakh Seventy Three Thousand Seven Hundred and Thirty Only) and outstanding amount of ₹ 29,91,054 (Rupees Twenty Nine Lakh Ninety One Thousand and Fifty Four Only) as on September 15, 2024 in terms of the loan agreement dated February 03, 2021 executed between the Complainant and the Accused Persons. Aggrieved by the said action of the Accused Persons and considering other factors, the Complainant has filed the present Complaint to conduct investigation against the Accused Persons under various offences punishable under various sections of the Indian Penal Code, 1860. The matter is presently pending.
12. A complaint No. CS/42163/22, dated May 12, 2022 under Section 200 of the Code of Criminal Procedure, 1973 (“**Complaint**”) has been filed by our Company (“**Complainant**”) against Kunwar Agro Traders, Prabhat Kunwar and Sushila Debi (“**Accused Persons**”) before the Learned Chief Metropolitan Magistrate Court, Calcutta for alleged offences involving cheating, criminal breach of trust, misappropriation, embezzlement and siphoning of funds, fraud and forgery. The matter relates to a dispute regarding default in repayment of the credit facility amounting to a sum of ₹ 15,26,950 (Rupees Fifteen Lakh Twenty Six Thousand Nine Hundred and Fifty Only) and outstanding amount of ₹ 42,58,040 (Rupees Forty Two Lakh Fifty Eight Thousand and Forty Only) as on September 15, 2024 in terms of the loan agreement dated July 26, 2021 executed between the Complainant and the Accused Persons. Aggrieved by the said action of the Accused Persons and considering other factors, the Complainant has filed the present Complaint to conduct investigation against the Accused Persons under various offences punishable under various sections of the Indian Penal Code, 1860. The matter is presently pending.

13. A complaint No. CS/42065/22, dated May 11, 2022 under Section 200 of the Code of Criminal Procedure, 1973 (“**Complaint**”) has been filed by our Company (“**Complainant**”) against OM Casual Dinning Restaurant, Dipankar Sarkar and Jhuma Banik (“**Accused Persons**”) before the Learned Chief Metropolitan Magistrate Court, Calcutta for alleged offences involving cheating, criminal breach of trust, misappropriation, embezzlement and siphoning of funds, fraud and forgery. The matter relates to a dispute regarding default in repayment of the credit facility amounting to a sum of ₹26,85,833 (Rupees Twenty Six Lakh Eighty Five Thousand Eight Hundred and Thirty Three Only) and outstanding amount of ₹ 81,01,990 (Rupees Eight One Lakh One Thousand Nine Hundred and Ninety Only) as on September 15, 2024 in terms of the loan agreement dated December 28, 2020 executed between the Complainant and the Accused Persons. Aggrieved by the said action of the Accused Persons and considering other factors, the Complainant has filed the present Complaint to conduct investigation against the Accused Persons under various offences punishable under various sections of the Indian Penal Code, 1860. The matter is presently pending.
14. A complaint No. CS/42068/22, dated May 11, 2022 under Section 200 of the Code of Criminal Procedure, 1973 (“**Complaint**”) has been filed by our Company (“**Complainant**”) against Raja Stores, Raj Kumar Gupta and Shalini Gupta (“**Accused Persons**”) before the Learned Chief Metropolitan Magistrate Court, Calcutta for alleged offences involving cheating, criminal breach of trust, misappropriation, embezzlement and siphoning of funds, fraud and forgery. The matter relates to a dispute regarding default in repayment of the credit facility amounting to a sum of ₹ 13,75,655 (Rupees Thirteen Lakh Seventy Five Thousand Six Hundred and Fifty Five Only) and outstanding amount of ₹ 43,00,026 (Rupees Forty Three Lakh and Twenty Six Only) as on September 15, 2024 in terms of the loan agreement dated September 09, 2021 executed between the Complainant and the Accused Persons. Aggrieved by the said action of the Accused Persons and considering other factors, the Complainant has filed the present Complaint to conduct investigation against the Accused Persons under various offences punishable under various sections of the Indian Penal Code, 1860. The matter is presently pending.
15. A complaint No. C/42335/2022, dated May 13, 2022 under Section 200 of the Code of Criminal Procedure, 1973 (“**Complaint**”) has been filed by our Company (“**Complainant**”) against Pramod Kumar Agarwal, proprietor of Pecon Engineering Enterprise (“**Accused Persons**”) before the Learned Chief Metropolitan Magistrate Court, Calcutta for alleged offences involving cheating, criminal breach of trust, misappropriation, embezzlement and siphoning of funds, fraud and forgery. The matter relates to a dispute regarding default in repayment of the credit facility amounting to a sum of ₹ 5,00,000 (Rupees Five Lakh Only) and outstanding amount of ₹ 2,42,791 as on September 28, 2023, in terms of the loan agreement dated August 30, 2021 executed between the Complainant and the Accused Persons. Aggrieved by the said action of the Accused Persons and considering other factors, the Complainant has filed the present Complaint to conduct investigation against the Accused Persons under various offences punishable under various sections of the Indian Penal Code, 1860. The matter is presently pending.
16. A complaint bearing No. CS/84025/22 dated 13 September 2022 under Section 200 of the Code of Criminal Procedure, 1973 (“**Complaint**”) has been filed by our Company (“**Complainant**”) against Ankita Trading Company, Banti Kumar Shaw and Genty Shaw (“**Accused Persons**”) before the Learned Chief Metropolitan Magistrate Calcutta for alleged offences involving cheating, criminal breach of trust, misappropriation, embezzlement and siphoning of funds, fraud and forgery. The matter relates to a dispute regarding default in repayment of the credit facility amounting to a sum of ₹ 28,25,952 (Rupees Twenty Eight Lakh Twenty Five Thousand Nine Hundred and Fifty Two Only) and outstanding amount of ₹ 81,29,597 (Rupees Eighty One Lakh Twenty Nine Thousand Five Hundred and Ninety Seven Only) as on September 15, 2024 in terms of the loan agreement dated July 31, 2021 executed between the Complainant and the Accused Persons. Aggrieved by the said action of the Accused Persons and considering other factors, the Complainant has filed the present Complaint to conduct investigation against the Accused Persons under various offences punishable under various sections of the Indian Penal Code, 1860. The matter is presently pending.
17. A complaint bearing No. CS/85144/22 dated September 15, 2022 under Section 200 of the Code of Criminal Procedure, 1973 (“**Complaint**”) has been filed by our Company (“**Complainant**”) against Aryan Private Limited, Abhijit Ghosh and Prottyusha Ghosh (“**Accused Persons**”) before Learned Chief Metropolitan Magistrate, Calcutta for alleged offences involving cheating, criminal breach of trust, misappropriation, embezzlement and siphoning of funds, fraud and forgery. The matter relates to a dispute regarding default in repayment of the credit facility amounting to a sum of ₹ 22,44,968 (Rupees Twenty Two Lakh Forty Four Thousand Nine Hundred and Sixty Eight Only) and outstanding amount of ₹ 65,52,834 (Rupees Sixty Five Lakh Fifty Two Thousand Eight Hundred and Thirty Four Only) as on September 15, 2024 in terms of the loan agreement dated June 23, 2021 executed between the Complainant and the Accused Persons. Aggrieved by the said action of the Accused Persons and considering other factors, the Complainant has filed the present Complaint to conduct investigation against

the Accused Persons under various offences punishable under various sections of the Indian Penal Code, 1860. The matter is presently pending.

18. A complaint bearing No. CS/84540/22 dated September 14, 2022 under Section 200 of the Code of Criminal Procedure, 1973 (“**Complaint**”) has been filed by our Company (“**Complainant**”) against Canvas Entertainment, Devansh Chakroborty, Sayantani Sen and Tamojit Sen (“**Accused Persons**”) before the Learned Chief Metropolitan Magistrate, Calcutta for alleged offences involving cheating, criminal breach of trust, misappropriation, embezzlement and siphoning of funds, fraud and forgery. The matter relates to a dispute regarding default in repayment of the credit facility amounting to a sum of ₹ 5,08,000 (Rupees Five Lakh Eight Thousand Only) and ₹ 5,08,000 (Rupees Five Lakh Eight Thousand Only) and ₹ 26,83,443 (Rupees Twenty Six Lakh Eighty Three Thousand Four Hundred and Forty Three Only) and outstanding amount of ₹ 63,53,791 (Rupees Sixty Three Lakh Fifty Three Thousand Seven Hundred and Ninety One Only) as on September 15, 2024 in terms of the loan agreement dated October 14, 2020 and July 19, 2021 and June 22, 2021 executed between the Complainant and the Accused Persons. Aggrieved by the said action of the Accused Persons and considering other factors, the Complainant has filed the present Complaint to conduct investigation against the Accused Persons under various offences punishable under various sections of the Indian Penal Code, 1860. The matter is presently pending.
19. A complaint bearing No. CS/84535/22 dated September 14, 2022 under Section 200 of the Code of Criminal Procedure, 1973 (“**Complaint**”) has been filed by our Company (“**Complainant**”) against J.J.Electrical Corporation Private Limited, Prabhat Kumar Saraff and Kalpana Guha (“**Accused Persons**”) before the Chief Metropolitan Magistrate Calcutta for alleged offences involving cheating, criminal breach of trust, misappropriation, embezzlement and siphoning of funds, fraud and forgery. The matter relates to a dispute regarding default in repayment of the credit facility amounting to a sum of ₹ 3,98,004 (Rupees Three Lakh Ninety Eight Thousand and Four Only) and ₹ 19,00,047 (Rupees Nineteen Lakh and Forty Seven Only) and outstanding amount of ₹ 54,98,672 (Rupees Fifty Four Lakh Ninety Eight Thousand Six Hundred and Seventy Two Only) as on September 15, 2024 in terms of the loan agreement dated September 25, 2020 and July 31, 2021 executed between the Complainant and the Accused Persons. Aggrieved by the said action of the Accused Persons and considering other factors, the Complainant has filed the present Complaint to conduct investigation against the Accused Persons under various offences punishable under various sections of the Indian Penal Code, 1860. The matter is presently pending.
20. A complaint bearing No. CS/85158/22 dated September 15, 2022 under Section 200 of the Code of Criminal Procedure, 1973 (“**Complaint**”) has been filed by our Company (“**Complainant**”) against Paul Agency Private Limited, Ripan Paul and Pinki Rani Dey (“**Accused Persons**”) before the Learned Chief Metropolitan Magistrate Calcutta for alleged offences involving cheating, criminal breach of trust, misappropriation, embezzlement and siphoning of funds, fraud and forgery. The matter relates to a dispute regarding default in repayment of the credit facility amounting to a sum of ₹ 14,43,072 (Rupees Fourteen Lakh Forty Three Thousand and Seventy Two Only) and outstanding amount of ₹ 45,00,762 (Rupees Forty Five Lakh Seven Hundred and Sixty Two Only) as on September 15, 2024 in terms of the loan agreement dated December 27, 2020 executed between the Complainant and the Accused Persons. Aggrieved by the said action of the Accused Persons and considering other factors, the Complainant has filed the present Complaint to conduct investigation against the Accused Persons under various offences punishable under various sections of the Indian Penal Code, 1860. The matter is presently pending.
21. A complaint bearing No. CS/139058/23 dated October 18, 2023 under Section 200 of the Code of Criminal Procedure, 1973 (“**Complaint**”) has been filed by our Company (“**Complainant**”) against Tuktuki Ice Cream and Stationary, Shibnanda Mondal and Shibani Mondal (“**Accused Persons**”) before the Learned Chief Metropolitan Magistrate Calcutta for alleged offences involving cheating, criminal breach of trust, misappropriation, embezzlement and siphoning of funds, fraud and forgery. The matter relates to a dispute regarding default in repayment of the credit facility amounting to a sum of ₹ 10,20,000/- (Rupees Ten Lakh Twenty Thousand Only) and outstanding amount of ₹ 18,04,305 (Rupees Eighteen Lakh Four Thousand Three Hundred and Five Only) as on September 15, 2024 in terms of the loan agreement dated August 2, 2022 executed between the Complainant and the Accused Persons. Aggrieved by the said action of the Accused Persons and considering other factors, the Complainant has filed the present Complaint to conduct investigation against the Accused Persons under various offences punishable under various sections of the Indian Penal Code, 1860. The matter is presently pending.
22. A complaint bearing No. CS/139063/23 dated October 19, 2023 under Section 200 of the Code of Criminal Procedure, 1973 (“**Complaint**”) has been filed by our Company (“**Complainant**”) against S N Enterprise, MD Enamur Rahaman Mollick and Ruksana Mollick (“**Accused Persons**”) before the Learned Chief Metropolitan Magistrate Calcutta for alleged offences involving cheating, criminal breach of trust, misappropriation,

embezzlement and siphoning of funds, fraud and forgery. The matter relates to a dispute regarding default in repayment of the credit facility amounting to a sum of ₹ 10,00,000/- (Rupees Ten Lakh Only) and outstanding amount of ₹ 13,64,300/- (Rupees Thirteen Lak Sixty Four Thousand Three Hundred Only) as on September 15, 2024 in terms of the loan agreement dated January 31, 2023 executed between the Complainant and the Accused Persons. Aggrieved by the said action of the Accused Persons and considering other factors, the Complainant has filed the present Complaint to conduct investigation against the Accused Persons under various offences punishable under various sections of the Indian Penal Code, 1860. The matter is presently pending.

23. A complaint bearing No. CS/139052/23 dated October 18, 2023 under Section 200 of the Code of Criminal Procedure, 1973 (“**Complaint**”) has been filed by our Company (“**Complainant**”) against Sirajul Hackles, Sirajul Haque Laskar and Anjuyara Laskar (“**Accused Persons**”) before the Learned Chief Metropolitan Magistrate Calcutta for alleged offences involving cheating, criminal breach of trust, misappropriation, embezzlement and siphoning of funds, fraud and forgery. The matter relates to a dispute regarding default in repayment of the credit facility amounting to a sum of ₹ 5,12,500/- (Rupees Five Lakh Twelve Thousand Five Hundred Only) and outstanding amount of ₹ 9,54,271 (Rupees Nine Lakh Fifty Four Thousand Two Hundred and Seventy One Only) as on September 15, 2024 in terms of the loan agreement dated October 30, 2022 executed between the Complainant and the Accused Persons. Aggrieved by the said action of the Accused Persons and considering other factors, the Complainant has filed the present Complaint to conduct investigation against the Accused Persons under various offences punishable under various sections of the Indian Penal Code, 1860. The matter is presently pending.
24. A complaint bearing No. CS/139046/23 dated October 18, 2023 under Section 200 of the Code of Criminal Procedure, 1973 (“**Complaint**”) has been filed by our Company (“**Complainant**”) against Maa Kali Still Furniture, Biswajit Paul and Rikta Paul Maity (“**Accused Persons**”) before the Learned Chief Metropolitan Magistrate Calcutta for alleged offences involving cheating, criminal breach of trust, misappropriation, embezzlement and siphoning of funds, fraud and forgery. The matter relates to a dispute regarding default in repayment of the credit facility amounting to a sum of ₹ 10,25,000/- (Rupees Ten Lakh Twenty Five Thousand Only) and outstanding amount of ₹ 15,97,089 (Rupees Fifteen Lakh Ninety Seven Thousand and Eighty Nine Only) as on September 15, 2024 in terms of the loan agreement dated October 30, 2022 executed between the Complainant and the Accused Persons. Aggrieved by the said action of the Accused Persons and considering other factors, the Complainant has filed the present Complaint to conduct investigation against the Accused Persons under various offences punishable under various sections of the Indian Penal Code, 1860. The matter is presently pending.
25. A First Information Report bearing no. 0346 of 2023 dated November 03, 2023 under Section 420, 406, 467, 468, 120 B of the Indian Penal Code 1860 (“**F.I.R**”) has been filed by our Company (“**Complainant**”) against Jumbo Finvest India Limited, Ajay Kumar Singh, Siddharth Ajay Singh, Rekha Singh, Sidharth Mathur, Brashbhan Singh Badhoria and Rajesh Kumar Soni (“**Accused Persons**”) before the Ashok Nagar Police Station Jaipur for alleged offences involving cheating, criminal breach of trust, misappropriation, embezzlement and siphoning of funds, fraud and forgery. The matter relates to a relates to a dispute regarding default in reimbursement of the amount collected by the accused persons against the assigned assets / loan account by them to the Complaint in terms of the assignment agreement June 25, 2019 & September 25, 2019 executed between the Complainant and the Accused Persons. The matter is presently pending.

#### **B. Proceedings under Section 138 of Negotiable Instruments Act, 1881**

1. In addition to the above, our Company has filed 4518 complaints under Section 138 of Negotiable Instruments Act, 1881 in relation to dishonour of cheques issued in its favour which are currently, pending at different stages of adjudication before Court of Chief Metropolitan Magistrate at Calcutta. The aggregate amount involved in these matters, to the extent identifiable and determinable on basis of details available, is approximately ₹ 443,59,40,094 (Rupees Four Hundred Forty Three Crore Fifty Nine Lakh Forty Thousand and Ninety Four Only), excluding interest. The status before the Hon’ble Court is still pending and, therefore, we have considered such cases as pending.

#### **C. Civil Proceedings**

- **Notices issued by the Company under Section 13(2) of the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002**

Our Company has served 294 notices under Section 13(2) of the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 in respect of classifying the outstanding debt as non-performing asset. Currently, the aggregate amount involved these matters is ₹ 200,37,06,576 (Rupees Two Hundred Crore Thirty Seven Lakh Six Thousand Five Hundred and Seventy Six Only). Our Company has claimed the outstanding amount as stated along with the additional interest, considering such cases as pending.

➤ **Arbitration Proceedings initiated by our Company**

In addition to the above, our Company has initiated arbitration proceedings for the recovery of certain amounts arising in due course of business. Currently, 2910 (Two Thousand Nine Hundred and Ten) such arbitration proceedings are pending at different stages before the Arbitrator. The aggregate amount involved in these matters is approx. ₹ 361,02,38,729 (Rupees Three Hundred Sixty One Crore Two Lakh Thirty Eight Thousand Seven Hundred and Twenty Nine Only). We have considered such cases as pending, as in some cases, either the matters are pending before the Arbitrator or our Company is yet to file the execution petition in respect of the Award passed by the Arbitrator.

➤ **Insolvency Proceedings initiated by our Company**

Further, our Company has also initiated 13 (Thirteen) insolvency proceedings against 07 (Seven) corporate debtors under Section-7 of Insolvency and Bankruptcy Code, 2016 and 06 (Six) insolvency proceedings against the personal guarantor under Section 95 of the Insolvency and Bankruptcy Code, 2016 before National Company Law Tribunal.

**D. Material Tax proceedings**

Nil

**E. Regulatory and Statutory proceedings**

Nil

**Litigation involving our Promoter**

*Litigation against our Promoter*

**A. Criminal proceedings**

Nil

**B. Material Civil proceedings**

Nil

**C. Material Tax proceedings**

Nil

**D. Statutory and Regulatory proceedings**

Nil

*Litigation by our Promoter*

**A. Criminal proceedings**

Nil

**B. Material Civil proceedings**

Nil

**C. Material Tax proceedings**

Nil

**D. Statutory and Regulatory proceedings**

Nil

**Litigation involving our Directors**

***Litigation against our Directors***

Except as disclosed below, there are no other proceedings against our Directors

**A. Criminal proceedings**

Nil

**B. Material Civil proceedings**

Nil

**C. Material Tax proceedings**

Nil

**D. Statutory and Regulatory proceedings**

Nil

***Litigation by our Directors***

**A. Criminal proceedings**

Nil

**B. Material Civil proceedings**

Nil

**C. Material Tax proceedings**

Nil

**D. Statutory and Regulatory proceedings**

Nil

**Details of litigation or legal action pending or taken by any ministry or government department or statutory authority against our Promoter during the last three years immediately preceding the year of the issue of this Prospectus and any direction issued by any such ministry or department or statutory authority upon conclusion of such litigation or legal action, as on date of this Prospectus**

Nil

**Details of inquiries, inspections or investigations initiated or conducted under the Companies Act or any previous companies' law in the last three years immediately preceding the year of issue of this Prospectus against our Company (whether pending or not); fines imposed or compounding of offences done by our Company in the last three years immediately preceding the year of this Prospectus**

1. The BSE vide its email dated September 27, 2022 had imposed a fine of ₹ 10,000 (Rupees Ten Thousand Only) plus GST for non-compliance of regulation 60 of SEBI LODR Regulations. Our Company has paid the requisite fine. The Company has filed for waiver with BSE. The Company has received waiver of fine from NSE in this respect.
2. The BSE and NSE had imposed a fine of ₹ 11,800 (Rupees Eleven Thousand and Eight Hundred Only) each for non-compliance with regulation 29(2)/29(3) of SEBI LODR Regulations. Our Company has paid the requisite fine.
3. The BSE had imposed a fine of ₹ 81,420 (Rupees Eighty One Thousand Four Hundred and Twenty Only) against our Company for delay in submission of information related to payment obligation with respect to certain commercial papers. Our Company has paid the requisite fine.
4. The BSE vide its email dated May 22, 2024 and NSE vide its letter dated May 22, 2024 had imposed a fine of ₹ 99,120 (Rupees Ninety Nine Thousand One Hundred and Twenty Only) each for non-compliance of regulation 17(1A) of SEBI LODR Regulations. Our Company has paid the requisite fine.
5. The BSE vide its email dated April 30, 2024 and NSE vide its letter dated April 30, 2024 had imposed a fine of ₹ 23,600 (Rupees Twenty Three Thousand Six Hundred Only) each against our Company for non-compliance of regulation 60 of SEBI LODR Regulations. Our Company has paid the requisite fine.

**Details of default, if any, including therein the amount involved, duration of default and present status, in repayment of statutory dues; debentures and interests thereon; deposits and interest thereon; and loan from any bank or financial institution and interest thereon**

Sr. No.	Particulars	Financial Year	Duration of Delay (in Days)	Present Status	Amount Paid (In Rs.)
1	Goods and Service Tax	2021-22	277	Regularised	3,46,306.50
2	Goods and Service Tax	2021-22	259	Regularised	1,41,842.00
3	Goods and Service Tax	2021-22	488	Regularised	470.86
4	Goods and Service Tax	2021-22	457	Regularised	472.51
5	Goods and Service Tax	2021-22	457	Regularised	2,759.83
6	Goods and Service Tax	2021-22	457	Regularised	2,657.62
7	Goods and Service Tax	2021-22	457	Regularised	2,657.62
8	Goods and Service Tax	2021-22	429	Regularised	474.30
9	Goods And Service Tax	2021-22	429	Regularised	7,234.55
10	Goods and Service Tax	2021-22	429	Regularised	7,124.57
11	Goods and Service Tax	2021-22	398	Regularised	481.26
12	Goods and Service Tax	2021-22	398	Regularised	9,470.43
13	Provident Fund	2021-22	2	Regularised	5,168.00
14	ESIC	2021-22	4	Regularised	304.00

15	Tax Deducted at Source	2021-22	153	Regularised	1,30,799.00
16	Tax Deducted at Source	2021-22	167	Regularised	2,14,945.00
17	Goods and Service Tax	2022-23	30	Regularised	23,898.90
18	Goods and Service Tax	2022-23	122	Regularised	2,02,500.00
19	Goods and Service Tax	2022-23	395	Regularised	482.51
20	Goods and Service Tax	2022-23	364	Regularised	487.11
21	Goods and Service Tax	2022-23	364	Regularised	16,635.75
22	Goods and Service Tax	2022-23	364	Regularised	965.66
23	Goods and Service Tax	2022-23	364	Regularised	58,434.81
24	Goods and Service Tax	2022-23	334	Regularised	490.63
25	Goods and Service Tax	2022-23	334	Regularised	17,592.27
26	Goods and Service Tax	2022-23	303	Regularised	501.94
27	Goods and Service Tax	2022-23	303	Regularised	17,974.63
28	Goods and Service Tax	2022-23	272	Regularised	358.29
29	Goods and Service Tax	2022-23	272	Regularised	502.09
30	Goods and Service Tax	2022-23	272	Regularised	17,778.36
31	Goods and Service Tax	2022-23	272	Regularised	15,513.08
32	Goods and Service Tax	2022-23	272	Regularised	502.11
33	Goods and Service Tax	2022-23	242	Regularised	16,121.76
34	Goods and Service Tax	2022-23	211	Regularised	518.92
35	Goods and Service Tax	2022-23	211	Regularised	22,544.82
36	Goods and Service Tax	2022-23	181	Regularised	514.79
37	Goods and Service Tax	2022-23	181	Regularised	23,209.87
38	Goods and Service Tax	2022-23	150	Regularised	518.81
39	Goods and Service Tax	2022-23	119	Regularised	515.63
40	Goods and Service Tax	2022-23	119	Regularised	21,493.16
41	Goods and Service Tax	2022-23	91	Regularised	520.66
42	Goods and Service Tax	2022-23	60	Regularised	517.61
43	Goods and Service Tax	2022-23	60	Regularised	24,233.55
44	Goods and Service Tax	2022-23	265	Regularised	6,18,074.40
45	Labour Welfare fund	2022-23	6	Regularised	1,164.00
46	Tax Deducted at Source	2022-23	207	Regularised	44,275.70
47	Tax Deducted at Source	2022-23	265	Regularised	3,16,717.00

48	Tax Deducted at Source	2022-23	197	Regularised	23,42,968.81
49	Tax Deducted at Source	2022-23	166	Regularised	11,32,685.24
50	Tax Deducted at Source	2022-23	13	Regularised	23,55,842.32
51	Professional Tax	2022-23	266	Regularised	200.00
52	Professional Tax	2022-23	207	Regularised	200.00
53	Professional Tax	2022-23	185	Regularised	400.00
54	Professional Tax	2022-23	163	Regularised	1,000.00
55	Professional Tax	2022-23	143	Regularised	1,000.00
56	Professional Tax	2022-23	122	Regularised	1,400.00
57	Professional Tax	2022-23	102	Regularised	1,600.00
58	Professional Tax	2022-23	81	Regularised	1,600.00
59	Professional Tax	2022-23	58	Regularised	1,800.00
60	Professional Tax	2022-23	37	Regularised	1,800.00
61	Professional Tax	2022-23	197	Regularised	150.00
62	Professional Tax	2022-23	174	Regularised	350.00
63	Professional Tax	2022-23	152	Regularised	200.00
64	Professional Tax	2022-23	131	Regularised	400.00
65	Professional Tax	2022-23	111	Regularised	600.00
66	Professional Tax	2022-23	90	Regularised	600.00
67	Professional Tax	2022-23	69	Regularised	600.00
68	Professional Tax	2022-23	218	Regularised	1,200.00
69	Professional Tax	2022-23	197	Regularised	1,400.00
70	Professional Tax	2022-23	176	Regularised	1,000.00
71	Professional Tax	2022-23	156	Regularised	800.00
72	Professional Tax	2022-23	133	Regularised	800.00
73	Professional Tax	2022-23	113	Regularised	600.00
74	Professional Tax	2022-23	92	Regularised	200.00
75	Professional Tax	2022-23	72	Regularised	2,200.00
76	Professional Tax	2022-23	51	Regularised	2,200.00
77	Professional Tax	2022-23	31	Regularised	2,400.00
78	Professional Tax	2022-23	1	Regularised	2,600.00
79	Professional Tax	2022-23	1	Regularised	7,808.00
80	Tax Deducted at Source	2023-24	31	Regularised	1,024.00

81	Tax Deducted at Source	2023-24	73	Regularised	2,137.00
82	Tax Deducted at Source	2023-24	23	Regularised	6,27,381.00
83	Tax Deducted at Source	2023-24	110	Regularised	223.00
84	Tax Deducted at Source	2023-24	80	Regularised	5,000.00
85	Tax Deducted at Source	2023-24	92	Regularised	45,088.00
86	Tax Deducted at Source	2023-24	54	Regularised	81,429.00
87	ESIC	2023-24	100	Regularised	628.00
88	ESIC	2023-24	69	Regularised	753.00
89	LWF	2023-24	3	Regularised	63.00
90	Professional Tax	2023-24	34	Regularised	200.00
91	Goods and Service Tax	2023-24	275	Regularised	63,090.00
92	Tax Deducted at Source	2023-24	1	Regularised	3,14,75,000.00
93	Tax Deducted at Source	2023-24	23	Regularised	1,92,222.00

**Summary of reservations, qualifications, adverse remarks or emphasis of matter of auditors in the preceding three Fiscals immediately preceding the year of circulation of this offer letter and of their impact on the financial statements and financial position of our Company and the corrective steps taken and proposed to be taken by our Company for each of the said reservations or qualifications, adverse remarks or emphasis of matter:**

<b>Period ended</b>	<b>Basis of Financial Statements</b>	<b>Summary of Qualifications or reservations or emphasis of matter or adverse remarks by auditors in the audit report / CARO</b>	<b>Impact on the financial statements and financial position of the Company</b>	<b>Corrective steps taken and proposed to be taken by the Company</b>
June 30, 2024	Unmodified Conclusion on Unaudited Financial Results	Not applicable	Not applicable	Not applicable
March 31, 2024	Unmodified Opinion on Audited Financial Statements	Not applicable	Not applicable	Not applicable
March 31, 2023	Unmodified Opinion on Audited Financial Statements	Not applicable	Not applicable	Not applicable
March 31, 2022	Unmodified Opinion on Audited	Not applicable	Not applicable	Not applicable

Period ended	Basis of Financial Statements	Summary of Qualifications or reservations or emphasis of matter or adverse remarks by auditors in the audit report / CARO	Impact on the financial statements and financial position of the Company	Corrective steps taken and proposed to be taken by the Company
	Financial Statements			

**Details of acts of material frauds committed against the Company in the preceding three financial years and current financial year, if any, and if so, the action taken by the Company in response:**

There have been no material frauds committed against our Company in the last three years preceding the date of this Prospectus except below fraud instances reported to RBI pursuant to RBI Master Directions:

(₹ in lakh)

Sl. No	Financial Year	Gross Amount	Committed by	Modus Operandi	Recovery	Provisions	Action Taken by the Company
1	2021 - 2022	400.14	Ingenius E-Commerce Private Limited	Ingenius E-Commerce Pvt Ltd Directors- Akash Domadiya & Harsh Patel approached our Company as an applicant & submitted an application seeking a credit facility for a supply chain business arrangement along with its vendors. The disbursement amount in supplier accounts were re-transferred to various accounts (including Anchor's) amongst the personal bank accounts of the anchor, suppliers, family relatives & re-routed to different channels by these accused persons, conspiring an embezzlement by deceitful means. There are also evidences of diversion of amount remitted towards credit amongst the suppliers themselves with criminal motive.	81.60	60.45	There is a detailed underwriting of every anchor. Banking, Audited Financials / GST returns are collected and analysed. Collected documentation is FCU verified to check authenticity. Credit discussion with every anchor is mandatory. In addition to all this, there is a dedupe with BIFR list, AML check, NCLT check and a litigation check
2	2022 - 2023	Nil	NA	NA	NIL	NIL	NA
3	2023 - 2024	98.43	1. Shaklin Mustaq Ahmed	We further investigated the case and found that, information of the borrower provided were false/ incorrect and unknown third	2.56	NIL	We have further strengthened

Sl. No	Financial Year	Gross Amount	Committed by	Modus Operandi	Recovery	Provisions	Action Taken by the Company
			<p>2. Atabur Rahman PAN: DHJPR7386P</p> <p>3. Habibur Rahman PAN: DLXPA3173D</p> <p>4. Ahiya Ahmed PAN: CDJPA5403M</p> <p>5. Anjrul Haque PAN: BALPH1128N</p>	<p>party/ies are involved in committing the fraud. We also found that:</p> <p>1. PANs collected were valid, however, additional demographic information available on PAN were invalid.</p> <p>2. The location of application downloads was different as compared with location of live photos captured during the onboarding journey.</p> <p>3. Live photos uploaded on the app didn't completely match with KYC photos, i.e., with PAN / Aadhar Card.</p> <p>4. Bank accounts were found to be different as compared to actual information mentioned on mobile app by the borrower. Also, mobile numbers which were available in bank records did not match with loan applications.</p> <p>5. GST for all applications were found to be active.</p>			<p>our due diligence process by adding more robust features before onboarding. We have added features like PAN Aadhar linkage mandatory &amp; Lat/Long capturing along with enable location based on the investigation findings.</p>
4	2023 - 2024	14.99	Shree Renuka Traders (Proprietor: Venkappa Laxman koraddi) & Ningappa Naduvina kerri (UGRO Branch Manager)	<p>During the post disbursal verification activities, it was found that:</p> <p>1. Forged MODT was submitted by the customer with the Company ("Company MODT") at the time of availing the loan. The MODT available with SRO ("SRO MODT") does not match with the Company MODT.</p> <p>2. Stamp papers have been procured mentioning different purpose (i.e. for purchase deed)</p> <p>3. Suspected involvement of branch manager found since his signature on both MODT matches.</p> <p>4. There is a difference in market value of property mentioned in both the MODTs.</p> <p>5. In Company MODT, SRO signature at multiple places does not match with SRO MODT.</p> <p>6. Second and third co applicant details and their signature is not mentioned in Company MODT but the same is mentioned in SRO MODT.</p> <p>7. The Co - Applicant, Padmavathi's thumb impression found in company MODT however in SRO MODT signature found which implies that, Co applicant signature was forged in SRO MODT.</p> <p>8. Document Registration Number, Challan amount, Registration fee is different in Company MODT and SRO MODT.</p>	14.25	NIL	<p>We have further strengthened our due diligence process by adding more robust features before onboarding the customers such as:</p> <p>1. We have trained Credit team on how to check documents online.</p> <p>2. We have introduced FCU check of manual property documents.</p> <p>3. We have also introduced borrower</p>

Sl. No	Financial Year	Gross Amount	Committed by	Modus Operandi	Recovery	Provisions	Action Taken by the Company
							based CERSAI search.
5	2023 - 2024	9.48	Laxmi Daneshwar Kirani And General Store (Proprietor: Sidlingappa Talawar) & Ningappa Naduvinakeri (UGRO Branch Manager)	The fraud perpetrator manipulated the Encumbrance Certificate documented in file before the disbursal of the loan by deleting Charge of another Financial Institution- Vistaar Finance.	NIL	NIL	We have further strengthened our due diligence process by adding more robust features before onboarding the customer such as: <ol style="list-style-type: none"> <li>1. We have trained the Credit Team on how to check Encumbrance Certificate online.</li> <li>2. We have introduced FCU check of manual property documents.</li> <li>3. We have also introduced borrower based CERSAI</li> </ol>

Sl. No	Financial Year	Gross Amount	Committed by	Modus Operandi	Recovery	Provisions	Action Taken by the Company
							search
6	2024-25	40.6	1) Atul PAN ANJPA678 4D 2) Jay Narayan Trivedi PAN AIJPT8066 G 3) Bhawna PAN CJTPB478 6L 4) Gunjan PAN DIQPG631 3H 5) M/S Shri Sai Enterprises PAN ANJPA678 4D	This is Multiple funding case wherein the customer has prepared multiple copies of sale deed and availed the loan from IIFL, Shriram Finance & UGRO Capital Limited on the same property. Further, CERSAI charge has been created by all three financiers on the same property.	NIL	NIL	We have started additional checks of PAN based CERSAI through which multiple fundings can be stopped.

**Details of disciplinary action taken by SEBI or Stock Exchanges against the Promoters/ Group companies in the last five financial years, including outstanding action**

Nil

## OTHER REGULATORY AND STATUTORY DISCLOSURES

### Issuer's Absolute Responsibility

*"The Issuer, having made all reasonable inquiries, accepts responsibility for and confirms that this Prospectus contains all information with regard to the Issuer and the Issue which is material in the context of the Issue, that the information contained in this Prospectus 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."*

### Authority for this Issue

The Investment and Borrowing Committee in their meeting held on September 24, 2024 approved the issuance of NCDs of the face value ₹ 1,000 each, for an amount aggregating up to ₹ 10,000 lakh ("**Base Issue Size**") with an option to retain oversubscription up to ₹ 10,000 lakh ("**Green Shoe Option**"), cumulatively aggregating up to 20,00,000 NCDs for an aggregate amount up to ₹ 20,000 lakh ("**Issue Size**" or "**Issue Limit**"). Further, the present borrowing is within the borrowing limits under Section 180(1)(c) of the Companies Act, 2013 provided that the total amount which may be so borrowed and outstanding shall not exceed a sum of ₹ 10,000 Crores (Indian Rupees Ten Thousand Crores Only). The aggregate value of the NCDs offered pursuant to this Issue, together with the existing borrowings of the Company, is within the approved borrowing limits as abovementioned.

### Prohibition by SEBI / Eligibility of our Company for the Issue

Our Company, persons in control of our Company and/or our Directors and/or our Promoter have not been restrained, prohibited or debarred by SEBI from accessing the securities market or dealing in securities and no such order or direction is in force. None of our Directors and/or our Promoter, is a director or promoter of another company which is has been restrained, prohibited or debarred by SEBI from accessing the securities market or dealing in securities.

Our Company is not in default of payment of interest or repayment of principal amount in respect of non-convertible securities, for a period of more than six-months as on date of this Prospectus.

Our Company confirms that there are no fines or penalties levied by SEBI or the Stock Exchanges pending to be paid by the Company as on the date of this Prospectus.

No regulatory action is pending against the issuer or its promoter or directors before SEBI or the RBI.

None of our Directors and/or our Promoters have been declared as fugitive economic offenders.

Our Company confirms that there are no fines or penalties levied by SEBI or the Stock Exchanges pending to be paid by the Company as on the date of this Prospectus.

### Declaration as a Fugitive Economic Offender

None of our Directors and/or our Promoter have been declared as fugitive economic offenders.

### Categorisation as a Wilful Defaulter

Our Company, our Directors and/or our Promoter have not been categorised as a wilful defaulter by the RBI, ECGC, any government / regulatory authority and/or by any bank or financial institution. None of our Whole-time Directors and/or our Promoter, is a whole-time director or promoter of another company which is has been categorised as a wilful defaulter.

### Disclaimer Clause of SEBI

**IT IS TO BE DISTINCTLY UNDERSTOOD THAT FILING OF THE OFFER 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 OFFER DOCUMENT. THE LEAD MANAGER HAS CERTIFIED THAT THE DISCLOSURES MADE IN THE OFFER DOCUMENT ARE GENERALLY ADEQUATE AND ARE IN CONFORMITY WITH THE REGULATIONS. THIS REQUIREMENT IS TO FACILITATE INVESTORS TO TAKE AN INFORMED DECISION FOR MAKING INVESTMENT IN THE PROPOSED ISSUE.**

**IT SHOULD ALSO BE CLEARLY UNDERSTOOD THAT WHILE THE ISSUER IS PRIMARILY RESPONSIBLE FOR CORRECTNESS, ADEQUACY AND DISCLOSURE OF ALL RELEVANT INFORMATION IN THE OFFER DOCUMENT, THE LEAD MANAGER IS EXPECTED TO EXERCISE DUE DILIGENCE TO ENSURE THAT THE ISSUER DISCHARGES ITS RESPONSIBILITY ADEQUATELY IN THIS BEHALF AND TOWARDS THIS PURPOSE, THE LEAD MANAGER, TIPSONS CONSULTANCY SERVICES PRIVATE LIMITED HAVE FURNISHED TO SEBI A DUE DILIGENCE CERTIFICATE DATED OCTOBER 04, 2024, WHICH READS AS FOLLOWS:**

**THE LEAD MANAGER TO THE ISSUE CONFIRM THAT:**

- 1. NEITHER THE ISSUER NOR ITS PROMOTER OR DIRECTORS HAVE BEEN PROHIBITED FROM ACCESSING THE CAPITAL MARKET UNDER ANY ORDER OR DIRECTION PASSED BY SEBI. WE ALSO CONFIRM THAT NONE OF THE INTERMEDIARIES NAMED IN THE PROSPECTUS HAVE BEEN DEBARRED FROM FUNCTIONING BY ANY REGULATORY AUTHORITY.**
- 2. ALL THE MATERIAL DISCLOSURES IN RESPECT OF THE ISSUER HAVE BEEN MADE IN THE PROSPECTUS AND CERTIFY THAT ANY MATERIAL DEVELOPMENT IN THE ISSUE OR RELATING TO THE ISSUE UP TO THE COMMENCEMENT OF LISTING AND TRADING OF THE NCDS OFFERED THROUGH THIS ISSUE SHALL BE INFORMED THROUGH PUBLIC NOTICES/ ADVERTISEMENTS IN ALL THOSE NEWSPAPERS IN WHICH PRE ISSUE ADVERTISEMENT AND ADVERTISEMENT FOR OPENING OR CLOSURE OF THE ISSUE WILL BE GIVEN.**
- 3. THE PROSPECTUS CONTAINS ALL DISCLOSURES AS SPECIFIED IN THE SECURITIES AND EXCHANGE BOARD OF INDIA (ISSUE AND LISTING OF NON-CONVERTIBLE SECURITIES) REGULATIONS, 2021, AS AMENDED.**
- 4. ALL RELEVANT PROVISIONS OF THE COMPANIES ACT, 2013, AS AMENDED AND TO THE EXTENT NOTIFIED, SECURITIES CONTRACTS (REGULATION) ACT, 1956, SECURITIES AND EXCHANGE BOARD OF INDIA ACT, 1992 AND THE RULES, REGULATIONS, GUIDELINES, CIRCULARS ISSUED THEREUNDER ARE COMPLIED WITH.**

**THE LEAD MANAGER CONFIRM THAT NO COMMENTS/COMPLAINTS WERE RECEIVED ON THE DRAFT PROSPECTUS DATED SEPTEMBER 24, 2024 FILED ON THE WEBSITE OF BSE LIMITED AND NATIONAL STOCK EXCHANGE OF INDIA LIMITED. NATIONAL STOCK EXCHANGE OF INDIA LIMITED IS THE DESIGNATED STOCK EXCHANGE FOR THE ISSUE.**

**Disclaimer Clause of NSE**

**AS REQUIRED, A COPY OF THIS OFFER DOCUMENT HAS BEEN SUBMITTED TO NATIONAL STOCK EXCHANGE OF INDIA LIMITED (HEREINAFTER REFERRED TO AS NSE). NSE HAS, VIDE ITS LETTER REF.: NSE/LIST/D/2024/0303 DATED SEPTEMBER 26, 2024 , GIVEN PERMISSION TO THE ISSUER TO USE THE EXCHANGE'S NAME IN THIS OFFER DOCUMENT AS ONE OF THE STOCK EXCHANGES ON WHICH THIS ISSUER'S SECURITIES ARE PROPOSED TO BE LISTED. THE EXCHANGE HAS SCRUTINIZED THIS OFFER DOCUMENT FOR ITS LIMITED INTERNAL PURPOSE OF DECIDING ON THE MATTER OF GRANTING THE AFORESAID PERMISSION TO THIS ISSUER.**

**IT IS TO BE DISTINCTLY UNDERSTOOD THAT THE AFORESAID PERMISSION GIVEN BY NSE SHOULD NOT IN ANY WAY BE DEEMED OR CONSTRUED THAT THE OFFER 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 OFFER DOCUMENT; NOR DOES IT WARRANT THAT THIS ISSUER'S SECURITIES WILL BE LISTED OR**

**WILL CONTINUE TO BE LISTED ON THE EXCHANGE; NOR DOES IT TAKE ANY RESPONSIBILITY FOR THE FINANCIAL OR OTHER SOUNDNESS OF THIS ISSUER, ITS PROMOTERS, ITS MANAGEMENT OR ANY SCHEME OR PROJECT OF THIS ISSUER.**

**EVERY PERSON WHO DESIRES TO APPLY FOR OR OTHERWISE ACQUIRE ANY SECURITIES OF THIS ISSUER MAY DO SO PURSUANT TO INDEPENDENT INQUIRY, INVESTIGATION AND ANALYSIS AND SHALL NOT HAVE ANY CLAIM AGAINST THE EXCHANGE WHATSOEVER BY REASON OF ANY LOSS WHICH MAY BE SUFFERED BY SUCH PERSON CONSEQUENT TO OR IN CONNECTION WITH SUCH SUBSCRIPTION/ACQUISITION WHETHER BY REASON OF ANYTHING STATED OR OMITTED TO BE STATED HEREIN OR ANY OTHER REASON WHATSOEVER.**

**Disclaimer Clause of BSE**

**BSE LIMITED (“THE EXCHANGE”) HAS GIVEN VIDE ITS APPROVAL LETTER DATED SEPTEMBER 26, 2024 PERMISSION TO THIS COMPANY TO USE THE EXCHANGE’S NAME IN THIS OFFER DOCUMENT AS ONE OF THE STOCK EXCHANGES ON WHICH THIS COMPANY’S SECURITIES ARE PROPOSED TO BE LISTED. THE EXCHANGE HAS SCRUTINISED THIS OFFER DOCUMENT FOR ITS LIMITED INTERNAL PURPOSE OF DECIDING ON THE MATTER OF GRANTING THE AFORESAID PERMISSION TO THIS COMPANY. THE EXCHANGE DOES NOT IN ANY MANNER:**

- A. WARRANT, CERTIFY OR ENDORSE THE CORRECTNESS OR COMPLETENESS OF ANY OF THE CONTENTS OF THIS OFFER DOCUMENT; OR**
- B. WARRANT THAT THIS COMPANY’S SECURITIES WILL BE LISTED OR WILL CONTINUE TO BE LISTED ON THE EXCHANGE; OR**
- C. TAKE ANY RESPONSIBILITY FOR THE FINANCIAL OR OTHER SOUNDNESS OF THIS COMPANY, ITS PROMOTER, ITS MANAGEMENT OR ANY SCHEME OR PROJECT OF THIS COMPANY;**

**AND IT SHOULD NOT FOR ANY REASON BE DEEMED OR CONSTRUED THAT THIS OFFER DOCUMENT HAS BEEN CLEARED OR APPROVED BY THE EXCHANGE. EVERY PERSON WHO DESIRES TO APPLY FOR OR OTHERWISE ACQUIRES ANY SECURITIES OF THIS COMPANY MAY DO SO PURSUANT TO INDEPENDENT INQUIRY, INVESTIGATION AND ANALYSIS AND SHALL NOT HAVE ANY CLAIM AGAINST THE EXCHANGE WHATSOEVER BY REASON OF ANY LOSS WHICH MAY BE SUFFERED BY SUCH PERSON CONSEQUENT TO OR IN CONNECTION WITH SUCH SUBSCRIPTION/ACQUISITION WHETHER BY REASON OF ANYTHING STATED OR OMITTED TO BE STATED HEREIN OR FOR ANY OTHER REASON WHATSOEVER.**

**Disclaimer statement of RBI**

**THE COMPANY IS HAVING A VALID CERTIFICATE OF REGISTRATION No. 13.00325 ISSUED BY THE RESERVE BANK OF INDIA UNDER SECTION 45 IA OF THE RESERVE BANK OF INDIA ACT, 1934. A COPY OF THIS PROSPECTUS HAS NOT BEEN FILED WITH OR SUBMITTED TO THE RESERVE BANK OF INDIA (“RBI”). IT IS DISTINCTLY UNDERSTOOD THAT THIS PROSPECTUS SHOULD NOT IN ANY WAY BE DEEMED OR CONSTRUED TO BE APPROVED OR VETTED BY RBI. RBI DOES NOT ACCEPT ANY RESPONSIBILITY OR GUARANTEE ABOUT THE PRESENT POSITION AS TO THE FINANCIAL SOUNDNESS OF THE ISSUER OR FOR THE CORRECTNESS OF ANY OF THE STATEMENTS OR REPRESENTATIONS MADE OR OPINIONS EXPRESSED BY THE ISSUER AND FOR DISCHARGE OF LIABILITY BY THE ISSUER. RBI NEITHER ACCEPTS ANY RESPONSIBILITY NOR GUARANTEE FOR THE PAYMENT OF ANY AMOUNT DUE TO ANY INVESTOR IN RESPECT OF THE PROPOSED NCDS.**

**Disclaimer statement from the Issuer**

**THE ISSUER ACCEPTS NO RESPONSIBILITY FOR STATEMENTS MADE OTHERWISE THAN IN THIS PROSPECTUS OR IN ANY ADVERTISEMENT OR ANY OTHER MATERIAL ISSUED BY OUR COMPANY IN CONNECTION WITH THE ISSUE OF THE NCDs AND THAT ANYONE PLACING**

**RELIANCE ON ANY OTHER SOURCE OF INFORMATION WOULD BE DOING SO AT HIS / HER / THEIR OWN RISK.**

**Disclaimer statement from the Lead Manager**

**THE LEAD MANAGER ACCEPTS NO RESPONSIBILITY FOR STATEMENTS MADE OTHERWISE THAN IN THIS PROSPECTUS OR IN ADVERTISEMENT OR ANY OTHER MATERIAL ISSUED BY OR AT THE INSTANCE OF THE COMPANY AND THAT ANYONE PLACING RELIANCE ON ANY OTHER SOURCE OF INFORMATION WOULD BE DOING SO AT HIS / HER / THEIR OWN RISK.**

**Disclaimer in Respect of Jurisdiction**

**THE ISSUE IS BEING MADE IN INDIA, TO INVESTORS FROM CATEGORY I, CATEGORY II, CATEGORY III AND CATEGORY IV. THIS PROSPECTUS WILL NOT, HOWEVER CONSTITUTE AN OFFER TO SELL OR AN INVITATION TO SUBSCRIBE FOR THE NCDs OFFERED HEREBY IN ANY JURISDICTION OTHER THAN INDIA TO ANY PERSON TO WHOM IT IS UNLAWFUL TO MAKE AN OFFER OR INVITATION IN SUCH JURISDICTION. ANY PERSON INTO WHOSE POSSESSION THIS PROSPECTUS AND THE DRAFT PROSPECTUS COMES IS REQUIRED TO INFORM HIMSELF OR HERSELF ABOUT, AND TO OBSERVE, ANY SUCH RESTRICTIONS.**

**Disclaimer clause of India Ratings and Research Private Limited**

*“Users of India Ratings and Research Private Limited (‘India Ratings’) ratings should understand that neither an enhanced factual investigation nor any third-party verification can ensure that all of the information India Ratings relies on in connection with a rating will be accurate and complete. Ultimately, the issuer and its advisers are responsible for the accuracy of the information they provide to India Ratings and to the market in offering documents and other reports. In issuing its ratings India Ratings must rely on the work of experts, including independent auditors with respect to financial statements and attorneys with respect to legal and tax matters. Further, ratings are inherently forward-looking and embody assumptions and predictions about future events that by their nature cannot be verified as facts. As a result, despite any verification of current facts, ratings can be affected by future events or conditions that were not anticipated at the time a rating was issued or affirmed.*

*Ratings are not a recommendation or suggestion, directly or indirectly, to you or any other person, to buy, sell, make or hold any investment, loan or security or to undertake any investment strategy with respect to any investment, loan or security or any issuer. Ratings do not comment on the adequacy of market price, the suitability of any investment, loan or security for a particular investor (including without limitation, any accounting and/or regulatory treatment), or the tax-exempt nature or taxability of payments made in respect of any investment, loan or security. The Rating Agency shall neither construed to be nor acting under the capacity or nature of an 'expert' as defined under Section 2(38) of the Companies Act, 2013. India Ratings is not your advisor, nor is India Ratings providing to you or any other party any financial advice, or any legal, auditing, accounting, appraisal, valuation or actuarial services. A rating should not be viewed as a replacement for such advice or services. Investors may find India Ratings to be important information, and India Ratings notes that you are responsible for communicating the contents of this letter, and any changes with respect to the rating, to investors.”*

**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 NCDs 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 THE “RISK FACTORS” CHAPTER ON PAGE 17 OF THIS PROSPECTUS.**

**OUR COMPANY, HAVING MADE ALL REASONABLE INQUIRIES, ACCEPTS RESPONSIBILITY FOR, AND CONFIRMS THAT THIS PROSPECTUS CONTAINS ALL INFORMATION WITH REGARD TO THE ISSUER AND THE ISSUE, THAT THE INFORMATION CONTAINED IN THIS PROSPECTUS 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 PROSPECTUS AS A WHOLE OR ANY OF SUCH INFORMATION OR THE EXPRESSION OF ANY SUCH OPINIONS OR INTENTIONS MISLEADING IN ANY MATERIAL RESPECT.**

**OUR COMPANY HAS NO SIDE LETTER WITH ANY DEBT SECURITIES HOLDER EXCEPT THE ONE(S) DISCLOSED IN THIS PROSPECTUS. ANY COVENANTS LATER ADDED SHALL BE DISCLOSED ON THE STOCK EXCHANGES WEBSITES WHERE THE DEBT IS LISTED.**

**OUR COMPANY DECLARES THAT NOTHING IN THIS PROSPECTUS IS CONTRARY TO THE PROVISIONS OF COMPANIES ACT, 2013 (18 OF 2013), THE SECURITIES CONTRACTS (REGULATION) ACT, 1956 AND THE SECURITIES AND EXCHANGE BOARD OF INDIA ACT, 1992 AND THE RULES AND REGULATIONS MADE THEREUNDER.**

#### **Disclosures in accordance with the DT Master Circular**

##### **Appointment of Debenture Trustee**

The Company has appointed the Debenture Trustee in accordance with the terms of the Debenture Trustee Agreement.

##### **Debenture Trustee Agreement**

Our Company has entered into a Debenture Trustee Agreement with the Debenture Trustee which provides for, inter alia, the following terms and conditions:

##### ***Fees charged by Debenture Trustee***

Separately, the Company and the Debenture Trustee have agreed the payment of an acceptance fee of ₹ 1,10,000 plus applicable taxes and a service charge of ₹ 50,000 on an annual basis, plus applicable taxes in terms of the letter dated August 30, 2024.

Debenture Trustee Agreement provides for, inter alia, the following terms and conditions:

1. The Debenture Trustee, either through itself or its agents /advisors/consultants, shall carry out requisite diligence on continuous basis to verify the status of encumbrance and valuation of the assets and whether all permissions or consents (if any) as may be required to create the security as stipulated in the Debenture Trust Deed, has been obtained. For the purpose of carrying out the due diligence as required under applicable law, the Debenture Trustee, either through itself or its agents /advisors/consultants, shall have the power to examine the books of account of the Company and to have the Company's assets inspected by its officers and/or external auditors, valuers, consultants, lawyers, technical experts or management consultants appointed by the Debenture Trustee. Prior to appointment of any agents, advisors, consultants, the Debenture Trustee shall obtain necessary confirmation from the said agents, advisors or consultants that they do not have any conflict-of-interest in conducting the diligence under the transaction and that they shall abide by the confidentiality obligations similar to those of the Debenture Trustee therein.
2. The Company shall provide all assistance to the Debenture Trustee to enable verification from the ROC, sub-registrar of assurances (as applicable), Central Registry of Securitization Asset Reconstruction and Security Interest of India ("CERSAI"), depositories, information utility ("IU") registered with Insolvency and Bankruptcy Board of India ("IBBI") or any other authority, as may be required, where the assets and/or encumbrances in relation to the assets of the Company or any third-party security provider for securing the Debentures, are registered / disclosed.
3. Further, in the event that existing charge holders or any trustee on behalf of the existing charge holders, have provided conditional consent / permissions to the Company to create further charge on the assets, the Debenture Trustee shall also have the power to verify such conditions by reviewing the relevant transaction documents or any other documents executed between existing charge holders and the Company. The Debenture Trustee shall also have the power to intimate the existing charge holders about proposal of creation of further encumbrance and seeking their comments/ objections, if any.
4. Without prejudice to the aforesaid, the Company shall ensure that it provides and procures all information, representations, confirmations and disclosures as may be required in the sole discretion of the Debenture Trustee

to carry out the requisite diligence in connection with the issuance and allotment of the Debentures, in accordance with applicable law.

5. The Debenture Trustee shall have the power to independently appoint intermediaries, valuers, chartered accountant firms, practicing company secretaries, consultants, lawyers and other entities in order to assist in the diligence by the Debenture Trustee. All costs, charges, fees and expenses that are associated with and incurred in relation to the diligence as well as preparation of the reports/certificates/documentation, including all out of pocket expenses towards legal or inspection costs, traveling and other costs shall be solely borne by the Company.
6. The Debenture Trustee shall make the disclosures on its website as specified under Chapter VII of the Debenture Trustee Master Circular.
7. The Debenture Trustee shall take necessary steps to bring the Investor Charter, as provided in SEBI Circular No.: SEBI/HO/MIRSD/MIRSD\_CRADT/P/CIR/2021/675 dated November 30, 2021:
  - i. Disseminating the investor charter on their website through e-mail;
  - ii. Displaying the investor charter at prominent places in offices etc.
8. The Debenture Trustee shall intimate stock exchange and depositories the status of payment of debt securities within 9 working days of the maturity / redemption date, in case the issuer fails to intimate the status of payment of the debt securities within stipulated timelines, then debenture trustee(s) shall seek status of payment from issuer and/ or conduct independent assessment (from banks, investors, rating agencies, etc.) to determine the same.

#### **Terms of carrying out due diligence**

As per the SEBI master circular bearing reference number SEBI/HO/DDHS-PoD3/P/CIR/2024/46 titled “Master Circular for Debenture Trustees” dated May 16, 2024, the Debenture Trustee is required to exercise independent due diligence to ensure that the assets of the Issuer are sufficient to discharge the interest and principal amount with respect to the debt securities of the Issuer at all times.

Accordingly, the Debenture Trustee shall exercise due diligence as per the following process, for which our Company has consented to.

- (a) The Debenture Trustee, either through itself or its agents /advisors/consultants, shall carry out requisite diligence on continuous basis to verify the status of encumbrance and valuation of the assets and whether all permissions or consents (if any) as may be required to create the security as stipulated in this Prospectus and the Applicable Laws, has been obtained. For the purpose of carrying out the due diligence as required in terms of the Applicable Laws, the Debenture Trustee, either through itself or its agents /advisors/consultants, shall have the power to examine the books of account of the Company and to have the Company’s assets inspected by its officers and/or external auditors/valuers/consultants/lawyers/ technical-experts/management consultants appointed by the Debenture Trustee.
- (b) The Company shall provide all assistance to the Debenture Trustee to enable verification from the registrar of companies, sub-registrar of assurances (as applicable), CERSAI, depositories, information utility or any other authority, as may be required, where the assets and/or prior encumbrances in relation to the assets proposed to secure the NCDs, whether owned by the Company or any other person, are registered / disclosed.
- (c) Further, in the event that existing charge holders or the concerned trustee on behalf of the existing charge holders, have provided conditional consent / permissions to the Company to create further charge on the assets, the Debenture Trustee shall also have the power to verify such conditions by reviewing the relevant transaction documents or any other documents executed between existing charge holders and the Company. The Debenture Trustee shall also have the power to intimate the existing charge holders about proposal of creation of further encumbrance and seeking their comments/ objections, if any.
- (d) Without prejudice to the aforesaid, the Company shall ensure that it provides and procures all information, representations, confirmations and disclosures as may be required in the sole discretion of the Debenture Trustee to carry out the requisite diligence in connection with the issuance and allotment of the NCDs, in accordance with the Applicable Laws.
- (e) The Debenture Trustee shall have the power to either independently appoint or direct the Company to (after consultation with the Debenture Trustee) appoint intermediaries, valuers, chartered accountant firms,

practicing company secretaries, consultants, lawyers and other entities in order to assist in the diligence by the Debenture Trustee. All costs, charges, fees and expenses that are associated with and incurred in relation to the diligence as well as preparation of the reports/certificates/documentation, including all out of pocket expenses towards legal or inspection costs, travelling and other costs, shall be solely borne by the Company.

In addition to the above terms of carrying out the due diligence, the Debenture Trustee Agreement provides for, inter alia, the following terms and conditions:

- a. The Company undertakes to promptly furnish all and any information as may be required by the Debenture Trustee in terms of the Companies Act and the Debenture Trust Deed on a regular basis, including without limitation the following documents, as may be applicable;
- b. The Debenture Trustee does not have the obligations of a borrower or a principal debtor or a guarantor as to the monies paid/invested by investors for the NCDs.

#### **Process of Due Diligence to be carried out by the Debenture Trustee**

Due Diligence will be carried out as per SEBI (Debenture Trustees) Regulations, 1993, SEBI NCS Regulations, as amended and circulars issued by SEBI from time to time. This would broadly include the following:

- (a) An independent chartered accountant (“CA”) appointed by Debenture Trustee will conduct independent due diligence as per scope provided, regarding security offered by the Issuer.
- (b) CA will ascertain, verify, and ensure that the assets offered as security by the Issuer are free from any encumbrances or necessary permission / consent / NOC has been obtained from all existing charge holders.
- (c) CA will conduct independent due diligence on the basis of data / information provided by the Issuer.
- (d) CA will, periodically undertake due diligence as envisaged in SEBI circulars depending on the nature of security.
- (e) On basis of the CA’s report / finding Due Diligence certificate will be issued by Debenture Trustee and will be filed with relevant Stock Exchanges.
- (f) Due Diligence 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 Issuer.

While the NCDs are secured as per terms of the Offer Document and charge is held in favor of the Debenture Trustee, the extent of recovery would depend upon realization of asset value and the Debenture Trustee in no way guarantees / assures full recovery / partial of either principal or interest.

#### **Other confirmations**

The Debenture Trustee undertakes that the NCDs shall be considered as secured only if the charged asset is registered with sub-registrar and Registrar of Companies or CERSAI or depository, etc., as applicable, or is independently verifiable by the Debenture Trustee.

The Debenture Trustee confirms that they have undertaken the necessary due diligence in accordance with applicable law, including the SEBI (Debenture Trustees) Regulations, 1993, read with the DT Master Circular.

**MITCON CREDENTIALIA TRUSTEESHIP SERVICES LIMITED HAVE FURNISHED TO STOCK EXCHANGES A DUE DILIGENCE CERTIFICATE DATED SEPTEMBER 24, 2024 AS PER THE FORMAT SPECIFIED IN ANNEX-IIA OF DT MASTER CIRCULAR AND SCHEDULE IV OF SEBI NCS REGULATIONS WHICH READS AS FOLLOWS:**

1. **WE HAVE EXAMINED DOCUMENTS PERTAINING TO THE SAID ISSUE AND OTHER SUCH RELEVANT DOCUMENTS, REPORTS AND CERTIFICATIONS.**
2. **ON THE BASIS OF SUCH EXAMINATION AND OF THE DISCUSSIONS WITH THE ISSUER, ITS DIRECTORS AND OTHER OFFICERS, OTHER AGENCIES AND ON INDEPENDENT VERIFICATION OF THE VARIOUS RELEVANT DOCUMENTS, REPORTS AND CERTIFICATIONS, WE CONFIRM THAT:**
  - A. **THE ISSUER HAS MADE ADEQUATE PROVISIONS FOR AND/OR HAS TAKEN STEPS TO PROVIDE FOR ADEQUATE SECURITY FOR THE DEBT SECURITIES TO BE ISSUED.**

- B. THE ISSUER HAS OBTAINED THE PERMISSIONS / CONSENTS NECESSARY FOR CREATING SECURITY ON THE SAID PROPERTY(IES).**
- C. THE ISSUER HAS MADE ALL THE RELEVANT DISCLOSURES ABOUT THE SECURITY AND ALSO ITS CONTINUED OBLIGATIONS TOWARDS THE HOLDERS OF DEBT SECURITIES.**
- D. ISSUER HAS ADEQUATELY DISCLOSED ALL CONSENTS / PERMISSIONS REQUIRED FOR CREATION OF FURTHER CHARGE ON ASSETS IN OFFER DOCUMENT OR PRIVATE PLACEMENT MEMORANDUM/ INFORMATION MEMORANDUM AND ALL DISCLOSURES MADE IN THE OFFER DOCUMENT OR PRIVATE PLACEMENT MEMORANDUM/ INFORMATION MEMORANDUM WITH RESPECT TO CREATION OF SECURITY ARE IN CONFIRMATION WITH THE CLAUSES OF DEBENTURE TRUSTEE AGREEMENT.**
- E. ISSUER HAS DISCLOSED ALL COVENANTS PROPOSED TO BE INCLUDED IN DEBENTURE TRUST DEED (INCLUDING ANY SIDE LETTER, ACCELERATED PAYMENT CLAUSE ETC.), OFFER DOCUMENT / PRIVATE PLACEMENT MEMORANDUM/ INFORMATION MEMORANDUM.**
- F. ISSUER HAS GIVEN AN UNDERTAKING THAT CHARGE SHALL BE CREATED IN FAVOUR OF DEBENTURE TRUSTEE AS PER TERMS OF ISSUE BEFORE FILING OF LISTING APPLICATION.**
- G. ALL DISCLOSURES MADE IN THE DRAFT OFFER DOCUMENT / PRIVATE PLACEMENT MEMORANDUM / INFORMATION MEMORANDUM WITH RESPECT TO THE DEBT SECURITIES ARE TRUE, FAIR AND ADEQUATE TO ENABLE THE INVESTORS TO MAKE A WELL-INFORMED DECISION AS TO THE INVESTMENT IN THE PROPOSED ISSUE.**
- H. WE HAVE SATISFIED OURSELVES ABOUT THE ABILITY OF THE ISSUER TO SERVICE THE DEBT SECURITIES.**

Our Company undertakes that it shall submit the due diligence certificate from Debenture Trustee to the Stock Exchanges as per format specified under Annexure II A of the DT Master Circular and under Schedule IV of the SEBI NCS Regulations.

**Debenture Trust Deed**

Our Company and the Debenture Trustee will execute a Debenture Trust Deed, inter alia, specifying the powers, authorities and obligations of the Debenture Trustee and us, as per the extant SEBI regulations applicable for the proposed NCD Issue.

**Track record of past public issues handled by the Lead Manager**

The track record of past issues handled by the Lead Manager, as required by SEBI circular number CIR/MIRSD/1/2012 dated January 10, 2012, is available at the following website:

Name of Lead Manager	Website
Tipsons Consultancy Services Private Limited	<a href="https://www.tipsons.com/">https://www.tipsons.com/</a>

**Listing**

An application will be made to the Stock Exchanges for permission to deal in and for an official quotation of our NCDs. NSE has been appointed as the Designated Stock Exchange.

If permissions to deal in and for an official quotation of our NCDs are not granted by the Stock Exchange, our Company will forthwith repay, without interest, all moneys received from the Applicants in pursuance of this Prospectus. Our Company shall ensure that all steps for the completion of the necessary formalities for listing and commencement of trading at the Stock Exchange mentioned above are taken within 6 (six) Working Days from the date of closure of the Issue. For the avoidance of doubt, it is hereby clarified that in the event of under subscription, the NCDs shall not be listed.

Our Company shall pay interest at 15% (fifteen) per annum if allotment is not made and refund orders/allotment letters are not dispatched and/or demat credits are not made to investors within five Working Days of the Issue Closing Date or date of refusal of the Stock Exchange(s), whichever is earlier. In case listing permission is not granted by the Stock

Exchange(s) to our Company and if such money is not repaid within the day our Company becomes liable to repay it on such account, our Company and every officer in default shall, on and from expiry of such date, be liable to repay the money with interest at the rate of 15% per annum as prescribed under Rule 3 of Companies (Prospectus and Allotment of Securities) Rules, 2014 read with Section 26 of the 2013 Act, provided that the beneficiary particulars relating to such Applicants as given by the Applicants is valid at the time of the upload of the demat credit.

### **Consents**

Consents in writing of: (a) our Directors, (b) Company Secretary and Compliance Officer, (c) Chief Financial Officer, (d) Lead Manager, (e) the Registrar to the Issue, (f) the Debenture Trustee to the Issue, (g) Legal Advisor to the Issue, (h) Credit Rating Agency, (j) Care Analytics & Advisory Private Limited in relation to use of the contents of the industry report, (k) Consortium Member\*, (l) Public Issue Account Bank, Refund Bank and Sponsor Bank\*, (m) lenders, wherever applicable, (n) Statutory Auditors, to act in their respective capacities, have been obtained and will be filed along with a copy of the Prospectus with the RoC as required under Section 26 of the Companies Act, 2013. Further, such consents have not been withdrawn up to the time of delivery of this Prospectus with the Stock Exchanges.

*\* The consents will be procured at Prospectus stage.*

### **Expert Opinion**

Except the following, our Company has not obtained any expert opinions in connection with this Prospectus:

Our Company has received written consent dated September 24, 2024 from M/S Sharp & Tannan Associates, Chartered Accountants, to include their name as an “expert” (a) for inclusion of their names as the Statutory Auditors and (b) audited financial statements for FY 2023-24 (c) limited review unaudited financial results of three months period ended June 30, 2024 and has not withdrawn such consent and the same will be filed along with a copy of this Prospectus.

Our Company has received written consent dated October 04, 2024 from Maheshwari & Co., Chartered Accountants, to include their name as an “expert” for (a) inclusion of their names as the Independent Chartered Accountant and (b) the statement of possible tax benefits available to the debenture holders dated October 04, 2024 in this Prospectus, and has not withdrawn such consent and the same will be filed along with a copy of this Prospectus.

The above experts are not, and have not been, engaged or interested in the formation or promotion or management, of the Company and have given their written consent to the Company as stated in the paragraph above and has not withdrawn such consent before the filing of this Prospectus with the Stock Exchanges.

### **Common form of Transfer**

The Issuer undertakes that there shall be a common form of transfer for the NCDs and the provisions of the Companies Act, 2013 and all applicable laws shall be duly complied with in respect of all transfer of debentures and registration thereof.

### **Minimum Subscription**

In terms of the SEBI NCS Regulations for an issuer undertaking a public issue of debt securities the minimum subscription for public issue of debt securities shall be 75% of the Base Issue Size. If our Company does not receive the minimum subscription of 75% of the Base Issue Size being ₹ 7,500 lakh, prior to the Issue Closing Date, the entire Application Amount shall be unblocked in the relevant ASBA Accounts of the Applicants within eight Working Days from the Issue Closing Date or such time as maybe specified by SEBI. In the event there is a delay by our Company in unblocking the Application Amount within the prescribed time limit, our Company shall be liable to repay the money, with interest at the rate of 15 % per annum for the delayed period.

Under Section 39(3) of the Companies Act, 2013 read with Rule 11(2) of the Companies (Prospectus and Allotment of Securities) Rules, 2014 if the stated minimum subscription amount is not received within the specified period, the application money received is to be credited only to the bank account from which the subscription was remitted. To the extent possible, where the required information for making such refunds is available with our Company and/or Registrar, refunds will be made to the account prescribed. However, where our Company and/or Registrar does not

have the necessary information for making such refunds, our Company and/or Registrar will follow the guidelines prescribed by SEBI in this regard included in the SEBI Master Circular.

#### **Filing of the Draft Prospectus**

Copy of the Draft Prospectus has been filed with the Stock Exchanges in terms of Regulation 27 of the SEBI NCS Regulations for dissemination on their website. The Draft Prospectus has also been displayed on the website of the Company and the Lead Manager. The Draft Prospectus has also been submitted with SEBI for record purpose.

#### **Filing of the Prospectus with the RoC**

A copy of this Prospectus has been filed with the RoC, in accordance with Section 26 of Companies Act, 2013.

#### **Debenture Redemption Reserve**

In accordance with the Companies Act, 2013, and the Companies (Share Capital and Debentures) Rules 2014, read with Rule 16 of the SEBI NCS Regulations, any non-banking finance company registered with Reserve Bank of India under section 45- IA of the RBI Act, 1934 that intends to issue debentures to the public are no longer required to create a DRR for the purpose of redemption of debentures.

Pursuant to the amendment to the Companies (Share Capital and Debentures) Rules, 2014, notified on August 16, 2019, and as on the date of filing this Prospectus, our Company is not required to create DRR for the purpose of redemption of the NCDs. Accordingly, no debenture redemption reserve shall be created by our Company for the purpose of redemption of the NCDs or in connection with the Issue. The Company shall, as per the Companies (Share Capital and Debentures) Rules 2014 and other laws applicable from time to time, invest or deposit, as the case may be, the applicable amounts, within the specified timelines, in respect of debentures maturing during the year ending on the 31st day of March of the next year, in any one or more methods of investments or deposits stipulated under the applicable law. Provided that the amount remaining invested or deposited, as the case may be, shall not at any time fall below the specified percentage, which is presently stipulated at 15% fifteen percent) of the amount of the debentures maturing during the year ending on March 31 of the next year, in any of the following instruments or such other instruments as may be permitted under the applicable laws.

- a) in deposits with any scheduled bank, free from any charge or lien
- b) in unencumbered securities of the Central Government or any State Government;
- c) in unencumbered securities mentioned in sub-clause (a) to (d) and (ee) of section 20 of the Indian Trusts Act, 1882;
- d) in unencumbered bonds issued by any other company which is notified under sub-clause (f) of section 20 of the Indian Trusts Act, 1882:

Provided further that the amount invested or deposited as above shall not be used for any purpose other than for redemption of debentures maturing during the year referred above.

#### **Recovery Expense Fund**

The recovery expense fund has been created by our Company in the manner as specified by SEBI in DT Master Circular and Regulation 11 of SEBI NCS Regulations with the Designated Stock Exchange and informed the Debenture Trustee regarding the creation of such fund. The recovery expense fund may be utilised by Debenture Trustee, in the event of default by our Company under the terms of the Debenture Trust Deed, for taking appropriate legal action to enforce the security. Kindly note, any default committed by the Company in terms of the NCDs proposed to be issued shall be reckoned at the International Securities Identification Number level assigned to the NCDs issued under the Issue.

#### **Issue related expenses**

The expenses of this Issue include, inter alia, lead management fees and selling commission to the Lead Manager, Consortium Member, fees payable to the debenture trustee, the Registrar to the Issue, SCSBs' commission/ fees, printing and distribution expenses, legal fees, advertisement expenses and listing fees. The Issue expenses and listing fees will be paid by our Company. For details of Issue related expenses, see "*Objects of the Issue*" on page 74.

#### **Underwriting**

This Issue will not be underwritten.

### **Revaluation of Assets**

Our Company has not revalued its loan assets in the last three Financial Years.

### **Group Refusal of listing of any security of the issuer during preceding three years by any of the Stock Exchanges in India or abroad**

There has been no refusal of listing of any security of our Company during the preceding three years prior to the date of this Prospectus by any Stock Exchanges in India.

### **Reservation**

No portion of this Issue has been reserved.

### **Utilisation of Issue Proceeds**

1. All monies received pursuant to the issue of NCDs to public shall be transferred to a separate bank account as referred to in sub-section (3) of section 40 of the Companies Act, 2013 and the SEBI NCS Regulations, and our Company will comply with the conditions as stated therein, and these monies will be transferred to Company's bank account after receipt of listing and trading approvals;
2. The allotment letter shall be issued, or application money shall be refunded in accordance with the Applicable Law failing which interest shall be due to be paid to the applicants at the rate of 15% per annum for the delayed period;
3. Details of all monies utilised shall be disclosed under an appropriate separate head in our Balance Sheet indicating the purpose for which such monies had been utilised;
4. Details of all unutilised monies out of issue of NCDs, if any, shall be disclosed and continued to be disclosed under an appropriate separate head in our Balance Sheet till the time any part of the proceeds of the Issue remains unutilised indicating the form of financial assets in which such unutilised monies have been invested;
5. The Issue proceeds shall not be utilised towards full or part consideration for the purchase or any other acquisition, inter alia, by way of a lease, of any immovable property including indirect acquisition of immovable property for which advances have been paid to third parties, or in the purchase of any business or in the purchase of an interest in any business or anything to be done in consequence thereof, or in connection therewith the company shall become entitled to an interest in either the capital or profits and losses or both, in such business exceeding fifty per cent.
6. We shall utilise the Issue proceeds only after (i) receipt of minimum subscription, i.e., 75% of the Base Issue Size pertaining to the Issue; (ii) completion of Allotment and refund process in compliance with Section 40 of the Companies Act, 2013; (iii) creation of security; (iv) obtaining requisite permissions or consents for creation of first charge over assets sought to be provided as Security; (v) obtaining listing and trading approval as stated in this Prospectus in "*Issue Structure*" on page 198.
7. The Issue proceeds shall be utilised in compliance with various guidelines, regulations and clarifications issued by RBI, SEBI or any other statutory authority from time to time. Further the Issue proceeds shall be utilised only for the purpose and objects stated in the Offer Documents; and
8. If Allotment is not made, application monies will be refunded / unblocked in the ASBA Accounts within 6 Working days from the Issue Closing Date or such lesser time as specified by SEBI, failing which interest will be due to be paid to the Applicants in accordance with applicable laws.

### **Previous Issue(s)**

### **Public issue/Private Placement of Equity Shares**

Except as disclosed below, our Company have not undertaken any public issue of Equity Shares in the preceding three financial years and current financial years.

**Private Placement**

1. Pursuant to the offer letter dated May 12, 2023, our Company issued 1,52,38,095 Equity Shares of face value of ₹ 10 each at a price of ₹ 157.50 per equity share, including a premium of ₹ 147.50 per equity share, aggregating up to ₹ 24,000 lakh on a preferential basis.
2. Pursuant to offer letter dated June 04, 2024, our Company issued 97,70,757 compulsory convertible debentures of face value ₹ 10 per CCD aggregating to ₹ 25,795 lakh and 3,81,32,474 convertible warrants of face value ₹ 10 per share warrant aggregating to ₹ 1,00,670 lakh on preferential basis.

**Qualified institutional placement**

1. Pursuant to the placement document dated April 13, 2023, our Company issued 66,11,325 Equity Shares of face value ₹ 10 per equity share aggregating to ₹ 10,049.21 lakh by way of qualified institutional placement (“QIP”).

**Rights issue**

Our Company have not undertaken any rights issue of Equity Shares in the preceding three years. For details in relation to the public issues of Equity Shares undertaken by our Group Company, see “*Utilisation details of previous issues*” on page 287.

**Previous issues of non-convertible debentures for the last three financial years and current financial year**

**Utilisation details of previous issues**

**Previous preferential allotment of equity shares of the Company**

Sr. No.	Description of instrument	Date of Opening	Date of Closing	Total issue size (₹ in lakh)	Amount raised in the issue (₹ in lakh)	Date of Allotment	Date of Listing	Purpose for the issuance and the proceeds have been utilised for	Unutilised Amount (₹ in lakh)
1	Equity shares bearing ISIN No. INE583D01011 allotted on Preferential Basis	-	-	24,000.00	24,000.00	17-May-23	24-May-23	The Company intends to utilize the Gross Proceeds from this Preferential Issue towards the growth of MSME loan portfolio of the Company.	Nil
2	Equity shares bearing ISIN No. INE583D01011 allotted under Qualified Institutional Placement	10-April-23	13-Apr-23	10,049.21	10,049.21	13-Apr-23	17-Apr-23	1. Augmenting our long-term resources for meeting onward-lending/ funding requirements of our business activities; and 2. General corporate purposes	Nil

**Previous preferential issues (through private placement) of compulsory convertible debentures and convertible warrants by the Company**

Sr. No.	Description of instrument	Date of Opening	Date of Closing	Total issue size (₹ in lakh)	Amount raised in the Issue (₹ in lakh)	Date of Allotment	Date of Listing	Purpose for the issuance and the proceeds have been utilised for	Unutilised Amount (₹ in lakh)
1	Compulsory Convertible Debentures bearing ISIN No. INE583D08065	04-Jun-24	17-Jun-24	26,755.29	24,384.81	06-Jun-24	N.A.	The Company shall utilize at least 80% of the proceeds of the preferential issue towards the	Nil

Sr. No.	Description of instrument	Date of Opening	Date of Closing	Total issue size (₹ in lakh)	Amount raised in the Issue (₹ in lakh)	Date of Allotment	Date of Listing	Purpose for the issuance and the proceeds have been utilised for	Unutilised Amount (₹ in lakh)
								growth of loan portfolio of the Company, at least 15% of the proceeds of the preferential issue towards repayment of debt obligations of the Company and 5% of the proceeds of the preferential issue towards general corporate purposes, within one year from the receipt of the funds.	
2	Compulsory Convertible Debentures bearing ISIN No. INE583D08073	04-Jun-24	17-Jun-24		1,409.99	18-Jun-24	N.A.	The Company shall utilize at least 80% of the proceeds of the preferential issue towards the growth of loan portfolio of the	

Sr. No.	Description of instrument	Date of Opening	Date of Closing	Total issue size (₹ in lakh)	Amount raised in the Issue (₹ in lakh)	Date of Allotment	Date of Listing	Purpose for the issuance and the proceeds have been utilised for	Unutilised Amount (₹ in lakh)
								Company, at least 15% of the proceeds of the preferential issue towards repayment of debt obligations of the Company and 5% of the proceeds of the preferential issue towards general corporate purposes, within one year from the receipt of the funds.	
3	Convertible Warrants bearing ISIN No. INE583D13024	04-Jun-24	17-Jun-24	1,02,870.22	11,644.94*	06-Jun-24	N.A.	The Company shall utilize at least 80% of the proceeds of the preferential issue towards the growth of loan portfolio of the Company, at least 15% of the proceeds of the	Nil

Sr. No.	Description of instrument	Date of Opening	Date of Closing	Total issue size (₹ in lakh)	Amount raised in the Issue (₹ in lakh)	Date of Allotment	Date of Listing	Purpose for the issuance and the proceeds have been utilised for	Unutilised Amount (₹ in lakh)
								preferential issue towards repayment of debt obligations of the Company and 5% of the proceeds of the preferential issue towards general corporate purposes, within one year from the receipt of the funds.	
4	Convertible Warrants bearing ISIN No. INE583D13032	04-Jun-24	17-Jun-24		13,522.50*	18-Jun-24	N.A.	The Company shall utilize at least 80% of the proceeds of the preferential issue towards the growth of loan portfolio of the Company, at least 15% of the proceeds of the preferential issue towards repayment of debt	

Sr. No.	Description of instrument	Date of Opening	Date of Closing	Total issue size (₹ in lakh)	Amount raised in the Issue (₹ in lakh)	Date of Allotment	Date of Listing	Purpose for the issuance and the proceeds have been utilised for	Unutilised Amount (₹ in lakh)
								obligations of the Company and 5% of the proceeds of the preferential issue towards general corporate purposes, within one year from the receipt of the funds.	

**Previous private placement of non-convertible debentures by the Company**

S No.	Description of instrument	Date of Opening	Date of Closing	Total issue size (₹ in lakh)	Date of Allotment	Date of Listing	Purpose for the issuance and the proceeds have been utilised for	Unutilised Amount (₹ in lakh)
1	Privately placed Secured Non-Convertible Debentures bearing ISIN No. INE583D07497	10-Jul-24	10-Jul-24	7,500.00	11-Jul-24	15-Jul-24	The proceeds of the issuance will be utilised for the following purposes: 1. General corporate purposes 2. For the ordinary course of business of the issuer including repayment/re-financing of existing debt.	Nil
2	Privately placed Secured Non-Convertible Debentures bearing ISIN No.	02-Jul-24	02-Jul-24	5,000.00	03-Jul-24	05-Jul-24	The proceeds of the issuance will be utilised for the following purposes: 1. General corporate purposes 2. For the ordinary course of business of the issuer	Nil

	INE583D0748 9							including repayment/re-financing of existing debt.	
3	Privately placed Secured Non-Convertible Debentures bearing ISIN No. INE583D0747 1	25-Jun-24	25-Jun-24	3,50 0.00	25-Jun-24	27-Jun-24		The Debentures shall be raised and utilised for onward lending purposes (excluding any operating expenses of the company).	Nil
4	Privately placed Secured Non-Convertible Debentures bearing ISIN No. INE583D0805 7	14-Mar-24	14-Mar-24	3,50 0.00	15-Mar-24	19-Mar-24		The funds raised by the Issue shall be utilized by the Issuer for the following purposes ("Purpose"): (i) to augmenting the Issuer's Tier 2 Capital; and (ii) for general corporate purposes of the Issuer.	Nil
5	Privately placed Secured Non-Convertible Debentures bearing ISIN No. INE583D0742 2	30-Jan-24	30-Jan-24	24,9 90.0 0	30-Jan-24	-		a The Issuer shall utilize the amounts received towards subscription of the Debentures for the following purposes ("Purposes"): (i) at least 75% (Seventy Five Percent) of the subscription amount will be used for funding loans to be made to micro, small and medium enterprises (MSMEs) that are owned or co-owned by the women or are led by women or where women are coborrowers; and (ii) at least 40% (Forty Percent) of the subscription amount will be made available to MSMEs that are operating in the lagging states (i.e. Assam, Bihar, Chhattisgarh, Jharkhand, Madhya Pradesh, Manipur, Meghalaya, Mizoram, Nagaland, Odisha Rajasthan, Sikkim, Tripura, Uttar Pradesh and West Bengal) of India; and (iii)	Nil

							at least 25% of the subscription amount will be used to advance loans to MSMEs for the following purposes: (a) financing solar rooftops installations; or (b) financing energy efficient machinery, where the machinery being considered as energy efficient; and/or (c) such other purposes as may be agreed between the Company and the Investor and more specifically set out in the Transaction Documents.	
6	Privately placed Secured Non-Convertible Debentures bearing ISIN No. INE583D08040	23-Jan-24	23-Jan-24	5000.00	24-Jan-24	29-Jan-24	for the ordinary course of business of the Issuer including expansion of the Issuer's portfolio; and to originate loans to micro, small and medium enterprises ("MSME") as defined under the (Indian) Micro, Small, Medium Enterprises Development Act, 2006.	Nil
7	Privately placed Secured Non-Convertible Debentures bearing ISIN No. INE583D07406	12-Dec-23	12-Dec-23	24,960.00	12-Dec-23	Unlisted	To meet the funding requirements of the Issuer for growing its Micro Small and Medium Enterprises (MSME) loan portfolio.	Nil
8	Privately placed Secured Non-Convertible Debentures bearing ISIN No. INE583D07398	08-Nov-23	08-Nov-23	3,000.00	10-Nov-23	15-Nov-23	The funds raised by Issue shall be utilised by the issuer for the purpose of on lending of business loans.	Nil
9	Privately placed Secured Non-Convertible Debentures bearing ISIN No. INE583D07380	25-Sep-23	25-Sep-23	2,800.00	27-Sep-23	Unlisted.	The funds raised by the Issue shall be utilized by the Issuer for the purposes of ordinary course of business of the Company i.e. Onward Lending and not for Operating Expenses	Nil

10	Privately placed Secured Non-Convertible Debentures bearing ISIN No. INE583D0737 2	18-Sep-23	18-Sep-23	5,00 0.00	18-Sep-23	20-Sep-23	The funds raised by the Issue shall be utilized by the Issuer for the purposes of ordinary course of business of the Company including repayment / refinancing of any existing debt of the Company and the general corporate purposes of the Company in compliance with Applicable Law	Nil
11	Privately placed Secured Non-Convertible Debentures bearing ISIN No. INE583D0736 4	06-Jun-23	06-Jun-23	2,50 0.00	06-Jun-23	08-Jun-23	The funds raised by the Issue shall be utilized by the Issuer for the purposes of onward lending, repayment of existing Financial Indebtedness, and the general corporate purposes of the Issuer in compliance with Applicable Law	Nil
12	Privately placed Secured Non-Convertible Debentures bearing ISIN No. INE583D0735 6	08-Mar-23	08-Mar-23	5,00 0.00	08-Mar-23	09-Mar-23	1. for on-lending to the Issuer's borrowers and clients that are classified as "micro, small, and medium enterprises" (MSMEs); 2. for general corporate purposes.	Nil
13	Privately placed Secured Non-Convertible Debentures bearing ISIN No. INE583D0734 9	24-Feb-23	24-Feb-23	2,00 0.00	24-Feb-23	28-Feb-23	1. for on-lending to the Issuer's borrowers and clients that are classified as "micro, small, and medium enterprises" (MSMEs); 2. for general corporate purposes.	Nil
14	Privately placed Secured Non-Convertible Debentures bearing ISIN No. INE583D0733 1	19-Dec-22	19-Dec-22	2,50 0.00	19-Dec-22	22-Dec-22	The funds raised by the Issue shall be utilized by the Issuer for onward lending to MSMEs	Nil
15	Privately placed Secured Non-Convertible Debentures bearing ISIN	27-Sep-22	27-Sep-22	5,00 0.00	27-Sep-22	Reissuance	1. for general corporate purposes of the Issuer; and 2. for utilisation in the ordinary course of business of the Issuer	Nil

	No. INE583D0727 3						including for repayment or refinancing of existing Financing Indebtedness of the Issuer.	
16	Privately placed Secured Non-Convertible Debentures bearing ISIN No. INE583D07323	29-Aug-22	29-Aug-22	5,00 0.00	29-Aug-22	Unlisted	The funds raised by the Issue shall be utilized by the Issuer for onward lending to MSMEs	Nil
17	Privately placed Secured Non-Convertible Debentures bearing ISIN No. INE583D07273	23-Aug-22	23-Aug-22	5,00 0.00	23-Aug-22	Reissuance	1. for general corporate purposes of the Issuer; and 2. for utilisation in the ordinary course of business of the Issuer including for repayment or refinancing of existing Financing Indebtedness of the Issuer.	Nil
18	Privately placed Secured Non-Convertible Debentures bearing ISIN No. INE583D07281	15-Jul-22	15-Jul-22	2,50 0.00	15-Jul-22	20-Jul-22	The funds raised by the Issue shall be utilized by the Issuer for the purposes of onlending to its clients/borrowers.	Nil
19	Privately placed Secured Non-Convertible Debentures bearing ISIN No. INE583D07273	23-May-22	23-May-22	3,00 0.00	23-May-22	27-May-22	1. for general corporate purposes of the Issuer; and 2. for utilisation in the ordinary course of business of the Issuer including for repayment or refinancing of existing Financing Indebtedness of the Issuer.	Nil
20	Privately placed Secured Non-Convertible Debentures bearing ISIN No. INE583D07232	29-Mar-22	29-Mar-22	5,00 0.00	29-Mar-22	Unlisted.	1.onlending/disbursements of loans; and/or 2.repayment/re-financing of any existing financial indebtedness of the Company	Nil
21	Privately placed Unsecured Non-Convertible	17-Mar-22	17-Mar-22	1,00 0.00	17-Mar-22	Unlisted.	The funds raised by the Issue shall be utilized by the Company for the purposes of on-	Nil

	Debentures bearing ISIN No. INE583D08024						lending/disbursements of loans.	
22	Privately placed Secured Non-Convertible Debentures bearing ISIN No. INE583D07224	18-Jan-22	18-Jan-22	2,50 0.00	19-Jan-22	20-Jan-22	The funds raised by the Issue shall be utilized by the Issuer for the purposes of onward lending to its clients/borrowers	Nil
23	Privately placed Secured Non-Convertible Debentures bearing ISIN No. INE583D07216	10-Jan-22	10-Jan-22	3,50 0.00	12-Jan-22	14-Jan-22	To meet the funding requirements of the Issuer for growing its Micro Small and Medium Enterprises (MSME) loan portfolio.	Nil
24	Privately placed Secured Non-Convertible Debentures bearing ISIN No. INE583D07208	26-Dec-21	26-Dec-21	2,60 0.00	29-Dec-21	31-Dec-21	To meet the funding requirements of the Issuer for growing its Micro Small and Medium Enterprises (MSME) loan portfolio.	Nil
25	Privately placed Secured Non-Convertible Debentures bearing ISIN No. INE583D07190	17-Dec-21	17-Dec-21	4,60 0.00	17-Dec-21	20-Dec-21	To meet the funding requirements of the Issuer for growing its Micro Small and Medium Enterprises (MSME) loan portfolio.	Nil
26	Privately placed Secured Non-Convertible Debentures bearing ISIN No. INE583D07182	30-Nov-21	30-Nov-21	1,50 0.00	30-Nov-21	03-Dec-21	1. General corporate purposes 2. In ordinary course of business of the Issuer including repayment/re-financing of existing debt	Nil
27	Privately placed Secured Non-Convertible Debentures bearing ISIN No. INE583D07166	29-Sep-21	29-Sep-21	1,00 0.00	29-Sep-21	04-Oct-21	1. General corporate purposes 2. In ordinary course of business of the Issuer including repayment/re-financing of existing debt	Nil

28	Privately placed Secured Non Convertible Debentures bearing ISIN No.INE583D07158	31-Aug-21	31-Aug-21	2,00 0.00	31-Aug-21	06-Sep-21	1. Onward lending and the general corporate purposes 2. In ordinary course of business of the Issuer including repayment/re-financing of existing debt	Nil
29	Privately placed Secured Non Convertible Debentures bearing ISIN No.INE583D07141	06-Aug-21	06-Aug-21	5,00 0.00	06-Aug-21	12-Aug-21	1. General corporate purposes 2. In ordinary course of business of the Issuer including repayment/re-financing of existing debt	Nil
30	Privately placed Secured Non Convertible Debentures bearing ISIN No.INE583D07133	20-Jul-21	20-Jul-21	2,00 0.00	20-Jul-21	26-Jul-21	1. General corporate purposes 2. In ordinary course of business of the Issuer including repayment/re-financing of existing debt	Nil
31	Privately placed Secured Non Convertible Debentures bearing ISIN No.INE583D07125	25-May-21	25-May-21	2,00 0.00	25-May-21	31-May-21	1. General corporate purposes 2. In ordinary course of business of the Issuer including repayment/re-financing of existing debt	Nil
32	Privately placed Secured Non Convertible Debentures bearing ISIN No. INE583D07117	30-Apr-21	30-Apr-21	2,97 0.00	30-Apr-21	06-May-21	1. General corporate purposes; 2. Onward Lending; and 3. Ordinary course of business of the Issuer including repayment/refinancing of existing debt.	Nil

Previous public issues of non-convertible debentures by the Company

ISIN	Date of Opening	Date of Closing	Total issue size (₹ in lakh)	Amount raised in the Issue (₹ in lakh)	Date of Allotment	Date of Listing	Purpose of Utilisation of Proceeds	Unutilised Amount (₹ in lakh)
INE583D07414	08-Feb-24	21-Feb-24	2,711.93	2,711.93	27-Feb-24	29-Feb-24	A. For the purpose of onward lending and financing business of the Company in the ordinary course of business (including for repayment / refinance of existing debts of the Company)*-At least 75%.	Nil

							b. General corporate purposes - Not exceeding 25%.	
INE5 83D0 7430	08- Feb -24	21- Feb -24	6,645. 71	6,645.71	27- Feb- 24	29- Feb -24	A. For the purpose of onward lending and financing business of the Company in the ordinary course of business (including for repayment / refinance of existing debts of the Company)*-At least 75%. b. General corporate purposes - Not exceeding 25%.	Nil
INE5 83D0 7448	08- Feb -24	21- Feb -24	2,585. 11	2,585.11	27- Feb- 24	29- Feb -24	A. For the purpose of onward lending and financing business of the Company in the ordinary course of business (including for repayment / refinance of existing debts of the Company)*-At least 75%. b. General corporate purposes - Not exceeding 25%.	Nil
INE5 83D0 7455	08- Feb -24	21- Feb -24	4,641. 98	4,641.98	27- Feb- 24	29- Feb -24	A. For the purpose of onward lending and financing business of the Company in the ordinary course of business (including for repayment / refinance of existing debts of the Company)*-At least 75%. b. General corporate purposes - Not exceeding 25%.	Nil
INE5 83D0 7463	08- Feb -24	21- Feb -24	3,415. 27	3,415.27	27- Feb- 24	29- Feb -24	A. For the purpose of onward lending and financing business of the Company in the ordinary course of business (including for repayment / refinance of existing debts of the Company)*-At least 75%. b. General corporate purposes - Not exceeding 25%.	Nil
INE5 83D0 7299	05- Sep -22	20- Sep -22	3,917. 00	3,917.00	26- Sep- 22	27- Sep -22	A. For the purpose of onward lending and financing business of the Company in the ordinary course of business (including for repayment / refinance of existing debts of the Company)*-At least 75%. b. General corporate purposes - Not exceeding 25%.	Nil
INE5 83D0 7307	05- Sep -22	20- Sep -22	1,155. 00	1,155.00	26- Sep- 22	27- Sep -22	A. For the purpose of onward lending and financing business of the Company in the ordinary course of business (including for repayment / refinance of existing debts of the Company)*-At least 75%. b. General corporate purposes - Not exceeding 25%.	Nil
INE5 83D0 7315	05- Sep -22	20- Sep -22	4,928. 00	4,928.00	26- Sep- 22	27- Sep -22	A. For the purpose of onward lending and financing business of the Company in the ordinary course of business (including for repayment / refinance of existing debts of the Company)*-At least 75%. b. General corporate purposes - Not exceeding 25%.	Nil
INE5 83D0 7240	07- Apr -22	28- Apr -22	2,040. 38	2,040.38	05- May -22	06- Ma y- 22	A. For the purpose of onward lending and financing business of the Company in the ordinary course of business (including for repayment / refinance of existing debts of the	Nil

							Company)*-At least 75%. b. General corporate purposes - Not exceeding 25%.	
INE5 83D0 7257	07- Apr -22	28- Apr -22	780.1 1	780.11	05- May -22	06- Ma y- 22	A. For the purpose of onward lending and financing business of the Company in the ordinary course of business (including for repayment / refinance of existing debts of the Company)*-At least 75%. b. General corporate purposes - Not exceeding 25%.	Nil
INE5 83D0 7265	07- Apr -22	28- Apr -22	4,401. 06	4,401.06	05- May -22	06- Ma y- 22	A. For the purpose of onward lending and financing business of the Company in the ordinary course of business (including for repayment / refinance of existing debts of the Company)*-At least 75%. b. General corporate purposes - Not exceeding 25%.	Nil
INE5 83D0 7174	08- Nov -21	09- No v- 21	5,000. 00	5,000.00	16- Nov -21	27- No v- 21	A. For the purpose of onward lending and financing business of the Company in the ordinary course of business (including for repayment / refinance of existing debts of the Company)*-At least 75%. b. General corporate purposes - Not exceeding 25%.	Nil

Our Company has issued non-convertible debentures by way of various private placements and public issue, for which, our Company has utilised the proceeds from such issuances in accordance with the use of proceeds set out in the respective offer documents and/or information memorandums under which such non-convertible debentures were issued which include, among others, its various financing activities, to repay its existing loans and for its business operations and for general corporate purposes in accordance with the object clause of the Memorandum of Association of our Company.

Further, our company has issued equity shares by way of qualified institutional placement, for which, our Company has utilised the proceeds from such issuance in accordance with the use of proceeds set out in the placement document which includes augmenting our long-term resources for meeting onward-lending/funding requirements of our business activities and for general corporate purposes in accordance with the object clause of the Memorandum of Association of our Company.

#### **Public issue undertaken by our Group Company**

As on the date of this Prospectus, we do not have any identifiable Group Companies.

#### **Rights issue by our Group Company**

As on the date of this Prospectus, we do not have any identifiable Group Companies.

#### **Previous issues of non-convertible debentures by our Group Company**

As on the date of this Prospectus, we do not have any identifiable Group Companies.

#### **Benefit/ interest accruing to Promoters/ Directors out of the Object of the Issue**

Neither the Promoter nor the Directors of our Company are interested in the Objects of the Issue.

#### **Details regarding the Company, its subsidiaries and other listed companies which are associate companies as described under the Companies Act, 2013, which made any capital issue during the last three years**

There are no subsidiaries and/or other listed companies under the same management or associate companies as described under the Companies Act, 2013, which have made any capital issuances during the previous three years from the date of this Prospectus.

**Details regarding the Company and other listed companies which are under the same management/ associate companies as described under Companies Act, 2013, which made any capital issue during the last three years**

Not Applicable.

**Utilisation of proceeds by our Group Companies**

No proceeds of the Issue will be paid to our Group Companies.

**Details regarding lending out of issue proceeds of previous issues of debt securities (whether public issue or private placement)**

***Lending Policy***

For details of Lending Policy, please see “*Our Business*” at page 108 of this Prospectus.

***Loans given by our Company***

The Company has not provided any loans/advances to associates, entities / persons related to the Board, Key Managerial Personnel, Senior Management or our Promoters out of the proceeds of previous issues.

***Types of loans***

***Classification of loans/advances given***

**The detailed breakup of the types of loans given by the Company as on March 31, 2024 is as follows:**

Sr. No.	Type of loans	AUM (In ₹ lakh)	AUM (%)
1.	Secured	6,02,084.32	66.55%
2.	Unsecured	3,02,621.43	33.45%
<b>Total assets under management (AUM)</b>		<b>9,04,705.75</b>	<b>100.00%</b>

**Denomination of loans outstanding by LTV as on March 31, 2024:**

S. No.	LTV (at the time of origination)	Percentage of AUM
1	Upto 40%	19.80%
2	40-50%	17.80%
3	50-60%	16.03%
4	60-70%	22.17%
5	70-80%	21.84%
6	80-90%	2.05%
7	Above 90%	0.31%
<b>Total</b>		<b>100.00</b>

**Classification of loan into several maturity profile denomination as at March 31, 2024**

Particulars	Amount (₹ in lakh)	% of AUM
Less than 1 Year	1,00,949.01	11.16%
1 - 2 Years	1,24,876.90	13.80%
2 - 3 Years	2,35,006.32	25.98%
3 - 5 Years	1,35,264.59	14.95%
> 5 Years	3,08,608.93	34.11%
NA (Representing MLD and Loan Guarantees)		
<b>Total</b>	<b>9,04,705.75</b>	<b>100.00%</b>

### Sectoral exposure

The sectoral exposure of loans given by the Company as on March 31, 2024 is as follows:

Segment wise breakup of AUM	Percentage of AUM(%)
<b>Retail</b>	
Mortgages (home loans and loans against property)	-
Gold loans	-
Vehicle finance	-
MFI	-
MSME	99.49%
Capital market funding (loans against shares, margin funding)	-
Others	0.46%
<b>Wholesale</b>	
Infrastructure	-
Real estate (including builder loans)	-
Promoter funding	-
Any other sector (as applicable)	-
Others	0.05%
<b>Total</b>	<b>100%</b>

Denomination of loans outstanding by ticket size as on March 31, 2024:

S. No.	Ticket size (at the time of origination) (in ₹)	Percentage of AUM
1.	Up to 2 lakh	1.54%
2.	2 - 5 lakh	5.57%
3.	5 - 10 lakh	11.89%
4.	10 - 25 lakh	22.49%
5.	25 - 50 lakh	26.18%
6.	50 - 100 lakh	10.16%
7.	100 - 500 lakh	21.94%
8.	500 - 2500 lakh	0.23%
9.	2500 - 10,000 lakh	-
10.	> 10,000 lakh	-
<b>Total</b>		<b>100.00%</b>

Geographical classification of borrowers as on March 31, 2024:

Sr. No.	Top Five States	Percentage of AUM

1.	Tamil Nadu	14.92%
2.	Maharashtra	14.23%
3.	Telangana	12.15%
4.	Gujarat	10.94%
5.	Rajasthan	8.70%
<b>Total</b>		<b>60.94%</b>

*Aggregated exposure to top 20 borrowers with respect to concentration of exposure as on March 31, 2024:*

Particulars	Amount (₹ in lakh)
Total Exposure to twenty largest borrowers / customers (in ₹)	11,161.21
Percentage of exposures to twenty largest borrowers / customers to total exposure of the applicable NBFC on borrowers / customers (in %)	2.06%

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

Particulars	Amount (₹ in lakh)
Total advances to twenty largest borrowers (in ₹)	10,962.41
Percentage of advances to twenty largest borrowers to total advances (in %)	2.21%

*Details of loans overdue and classified as non-performing assets in accordance with the RBI guidelines as on March 31, 2024*

Movement of gross NPAs*	Amount (in ₹ lakh)
Opening gross NPA	9,569.05
- Additions during the year	14,773.16
- Reductions during the year	7,194.30
Closing balance of gross NPA	17,147.91

\*A default shall be considered to have occurred when any of the following criteria are met:

- An account shall be tagged as NPA once the day end process is completed for the 91st day past due.
- If one facility of borrower is NPA, all the facilities of that borrower are to be treated as NPA.

Movement of provisions for NPAs	Amount (in ₹ lakh)
Opening balance	4,580.07
- Provisions made during the year	9,135.08
- Write-off / write -back of excess provisions	5,488.90
Closing balance	8,226.25

*Segment-wise gross NPA as on March 31, 2024*

Sr. No	Segment Wise break up of NPA	Percentage of NPA
1.	<b>Retail</b>	
	Mortgages (home loans and loans against property)	-
	Gold loans	-

	Vehicle finance	-
	MFI	-
	MSME	1.98%
	Capital market funding (loans against shares, margin funding)	-
	Others	-
2.	<b>Wholesale</b>	
	Infrastructure	-
	Real estate (including builder loans)	-
	Promoter funding	-
	Any other sector (as applicable)	-
	Others	0.05%
	<b>Total</b>	<b>2.03%</b>

**Details of any other contingent liabilities of the issuer based on the last Audited Financial Statements including amount and nature of liability**

All tax related liabilities till July 5, 2018 are covered by a deed of indemnity entered by the existing promoters of the Company with the erstwhile promoters (“**Deed of Indemnity**”). Further, there are no other contingent liabilities other than those covered under the Deed of Indemnity.

**Promoters Shareholding**

For details of Promoter’s shareholding as on the date of this Prospectus please see, “*Capital Structure*” on page 54.

**Residual maturity profile of assets and liabilities on a standalone basis as on March 31, 2024 (in ₹ lakh)**

Particulars	Up to 30/31 days	Over 1 month & up to 2 months	Over 2 months & up to 3 months	Over 3 months & up to 6 months	Over 6 months & up to 1 year	Over 1 year & up to 3 years	Over 3 years & up to 5 years	Over 5 years	Total
Deposit									
Advances	49,472.28	30,241.37	41,737.26	29,539.34	53,737.04	1,71,346.86	1,19,003.91	59,892.33	5,54,970.39
Investments	-	-	-	-	-	5,919.42	-	-	5,919.42
Borrowings	11,878.06	11,018.87	17,870.80	39,773.55	88,355.41	2,15,303.62	77,624.22	3,500.00	4,65,324.53
Foreign Currency Assets	-	-	-	-	-	-	-	-	-
Foreign Currency Liabilities	-	-	-	-	-	-	-	-	-

In case the issuer is a NBFC or PFI and the objects of the public issue entail loan to any entity which is a ‘Group Company’, then disclosures shall be made in the following format:

Sr No	Name of Borrower	Amount of Advance/ exposure to such borrower (Group Company) (A)	Percentage of Exposure = (A/ Total AUM)
1.	NA		NA

The disclosure above is not applicable to our Company as the objects of the public issue do not entail loan to any entity which is a ‘Group Company’

## **Dividend**

Our Company has formulated a dividend distribution policy in compliance with Regulation 43A of SEBI LODR Regulations. Further, the Reserve Bank of India has vide its notification bearing ref no. RBI/2021-22/59 DOR.ACC.REC.No.23/21.02.067/2021-22 dated June 24, 2021, prescribed certain additional guidelines on distribution of dividend by NBFCs. The declaration and payment of dividends on our shares will be recommended by our Board of Directors and approved by our shareholders, at their discretion, and will depend on a number of external and internal factors, including but not limited to Capital Adequacy, Net NPA, compliance with provisions of section 45IC of the Reserve Bank of India Act, 1934, adequate profits, retained earnings available with the Company, cash flows, future outlook, capital adequacy to be maintained, macro-economic environment.

Our Company has not paid any dividend on the Equity Shares in the Fiscals 2024, 2023 and 2022. Further, our Company has not declared any dividend in the current financial year till the date of this Prospectus.

## **Jurisdiction**

Exclusive jurisdiction for the purpose of the Issue is with the competent courts of jurisdiction in Mumbai, India.

## **Revaluation of assets**

Our Company has not revalued its assets in the preceding three Financial Years.

## **Mechanism for redressal of investor grievances**

Link Intime Private Limited has been appointed as the Registrar to the Issue to ensure that investor grievances are handled expeditiously and satisfactorily and to effectively deal with investor complaints.

The Registrar Agreement dated September 24, 2024, between the Registrar to the Issue and our Company will provide for retention of records with the Registrar to the Issue for a period of at least eight years from the last date of dispatch of the Allotment Advice, demat credit and refund orders to enable the investors to approach the Registrar to the Issue for redressal of their grievances.

All grievances relating to the Issue may be addressed to the Registrar to the Issue, giving full details such as name, address of the Applicant, number of NCDs applied for, amount paid on application and the bank branch or collection center where the application was submitted.

All grievances relating to the ASBA process may be addressed to the Registrar to the Issue with a copy to either (a) the relevant Designated Branch of the SCSB where the Application Form was submitted by the ASBA Applicant, or (b) the concerned Member of the Syndicate and the relevant Designated Branch of the SCSB in the event of an Application submitted by an ASBA Applicant at any of the Syndicate ASBA Centres, giving full details such as name, address of Applicant, Application Form number, series applied for, number of NCDs applied for, amount blocked on Application.

All grievances related to the UPI process may be addressed to the Stock Exchanges, which shall be responsible for addressing investor grievances arising from applications submitted online through the application based / web interface platform of stock exchanges or through their Trading Members. The Intermediaries shall be responsible for addressing any investor grievances arising from the applications uploaded by them in respect of quantity, price or any other data entry or other errors made by them.

## **Registrar to the Issue**



### **Link Intime India Private Limited**

C-101, 247 Park, L B S Marg,  
Vikhroli West,  
Mumbai 400 083  
Tel.: +91 810 811 4949  
Fax: +91-22-49186160

Email: [ugrocapital.ncd2024@linkintime.co.in](mailto:ugrocapital.ncd2024@linkintime.co.in)  
Investor Grievance Email: [ugrocapital.ncd2024@linkintime.co.in](mailto:ugrocapital.ncd2024@linkintime.co.in)  
Website: [www.linkintime.co.in/](http://www.linkintime.co.in/)  
Contact Person: Shanti Gopalkrishnan  
Compliance Officer: B.N. Ramakrishnan  
SEBI Registration No.: INR000004058  
CIN: U67190MH1999PTC118368

**Company Secretary and Compliance Officer of our Company**

Satish Chelladurai Kumar is the Company Secretary and Compliance Officer of our Company for this Issue. The contact details of the Compliance Officer for the Issue and Company Secretary are as follows:

**Satish Chelladurai Kumar**  
Equinox Business Park,  
Tower 3, Fourth Floor, Off BKC,  
LBS Road, Kurla, Mumbai - 400070,  
Maharashtra, India  
Tel No: +91 22 4182 1600  
Email: [cs@ugrocapital.com](mailto:cs@ugrocapital.com)

Investors may contact the Registrar to the Issue or the Company Secretary and Compliance Officer in case of any pre-issue or post Issue related issues such as non-receipt of Allotment Advice, demat credit, refund orders, non-receipt of Debenture Certificates, transfers, or interest on Application Amount etc.

**Change in Auditors of our Company during the last three financial years and the current financial year**

Except as disclosed below, there has been no changes in the statutory auditor of our Company in the last three financial years and current financial year:

Name of the Auditor	Address	Date of Appointment	Date of cessation if applicable	Date of resignation if applicable
Sharp & Tannan Associates	87, Nariman Bhavan, 227 Nariman Point, Mumbai (Bombay) 400021	08.08.2023	N/A	N/A
MSKA & Associates	Floor 3, Enterprise Centre, Nehru Road Near Domestic Airport, Vile Parle (E) Mumbai - 400099	12.08.2020	08.08.2023*	-

\* Pursuant to circular issued by RBI on Appointment of Statutory Auditors for NBFC's vide circular no. RBI/2021-22/25 Ref.No.DoS.CO.ARG/SEC.01/08.91.001/2021-22 dated April 27, 2021, MSKA & Associates, Chartered Accountants had completed a term of three years and subsequently Sharp & Tannan Associates, Chartered Accountants were appointed as the Statutory Auditors.

**Reservations / Qualifications / Adverse Remarks or Emphasis of Matter by Auditors**

Except as disclosed in “*Outstanding Litigations and Defaults*” on page 258, there are no reservations or qualifications or adverse remarks in the financial statements and financial position of our Company in the preceding three Financial Years immediately preceding this Prospectus.

**Pre-Issue Advertisement**

Subject to Section 30 of the Companies Act 2013, our Company will issue a statutory advertisement on or before the Issue Opening Date. This advertisement will contain the information as prescribed under SEBI NCS Regulations. Material updates, if any, between the date of filing of this Prospectus with ROC and the date of release of the statutory advertisement will be included in the statutory advertisement.

## Trading

Debt securities issued by our Company, which are listed on BSE's and NSE's wholesale debt market is infrequently traded with limited or no volumes. Consequently, there has been no material fluctuation in prices or volumes of such listed debt securities. Further, the Equity Shares of our Company are listed and trading on BSE and NSE.

## Impersonation

Attention of the applicants is specifically drawn to the provision of sub-section (1) of Section 38 of the Companies Act, 2013 which is reproduced below:

*“Any person who:*

- (a) makes or abets making of an application in a fictitious name to a company for acquiring, or subscribing for, its securities; or*
- (b) makes or abets making of multiple applications to a company in different names or in different combinations of his name or surname for acquiring or subscribing for its securities; or*
- (c) otherwise induces directly or indirectly a company to allot, or register any transfer of, securities to him, or to any other person in a fictitious name, shall be liable for action under section 447 of the Companies Act, 2013*

## Disclaimer statement from our Company, our Directors and the Lead Manager

Our Company, our Directors and the Lead Manager accept no responsibility for statements made other than in this Prospectus or in the advertisements or any other material issued by or at our Company's instance in connection with the Issue of the NCDs and anyone placing reliance on any other source of information including our Company's website, or any website of any affiliate of our Company would be doing so at their own risk. The Lead Manager accepts no responsibility, save to the limited extent as provided in the Issue Agreement.

None among our Company or the Lead Manager or any Member of the Consortium is liable for any failure in uploading the Application due to faults in any software/ hardware system or otherwise; the blocking of Application Amount in the ASBA Account on receipt of instructions from the Sponsor Bank on account of any errors, omissions or non-compliance by various parties involved in, or any other fault, malfunctioning or breakdown in, or otherwise, in the UPI Mechanism.

Investors who make an Application in the Issue will be required to confirm and will be deemed to have represented to our Company, the Lead Manager and their respective directors, officers, agents, affiliates, and representatives that they are eligible under all applicable laws, rules, regulations, guidelines and approvals to acquire the NCDs and will not issue, sell, pledge, or transfer the NCDs to any person who is not eligible under any applicable laws, rules, regulations, guidelines and approvals to acquire the NCDs. Our Company, the Lead Manager and their respective directors, officers, agents, affiliates, and representatives accept no responsibility or liability for advising any investor on whether such investor is eligible to acquire the NCDs being offered in the Issue.

## Latest ALM statement

The following table describes the standalone ALM of our Company as on June 30, 2024 (₹ in lakh):

Particulars	0 day to 7 days	8 days to 14 days	15 days to 30/31 days (One month)	Over one month and upto 2 months	Over two months and upto 3 months	Over 3 months and upto 6 months	Over 6 months and upto 1 year	Over 1 year and upto 3 years	Over 3 years and upto 5 years	Over 5 years	Total
Cash Inflows	32,919.03	54,435.06	36,033.00	28,962.08	19,272.75	77,636.41	92,744.85	1,83,355.25	1,26,962.82	87,028.24	7,39,349.49

Cash Outflows	13,576.65	6,741.83	9,524.17	23,911.70	17,904.33	42,159.18	96,634.17	2,16,192.07	67,148.23	2,01,292.30	6,95,084.63
Mismatch	19,342.38	47,693.23	26,508.83	5,050.38	1,368.42	35,477.23	-3,889.32	32,836.82	59,814.59	-1,14,264.06	44,264.86
Cumulative mismatch	19,342.38	67,035.61	93,544.44	98,594.82	99,963.24	1,35,440.47	1,31,551.15	98,714.33	1,58,528.92	44,264.86	

**The amount of corporate guarantee issued by the Issuer along with details of the counterparty (viz. name and nature of the counterparty - subsidiary, Joint Venture entity, group company etc) on behalf of whom it has been issued**

Nil

## KEY REGULATIONS AND POLICIES

*The regulations set out below are not exhaustive and are only intended to provide general information to investors and is neither designed nor intended to be a substitute for professional legal advice. Taxation statutes such as the Income Tax Act, 1961 and applicable local Goods and Services Tax laws, labour regulations such as the Employees State Insurance Act, 1948 and the Employees Provident Fund and Miscellaneous Act, 1952 and other miscellaneous regulations such as the Trade Marks Act 1999 and applicable shops and establishments statutes apply to us as they do to any other Indian company and therefore have not been detailed below.*

*The following description is a summary of certain sector specific laws and regulations in India, which are applicable to our Company. The information detailed in this chapter has been obtained from publications available in the public domain. The regulations set out below may not be exhaustive and are only intended to provide general information to the investors and are neither designed nor intended to be a substitute for professional legal advice. The statements below are based on the current provisions of the Indian law and the judicial and administrative interpretations thereof, which are subject to change or modification by subsequent legislative, regulatory, administrative or judicial decisions.*

### **Laws in relation to Non-Banking Financial Companies**

#### **A. The Reserve Bank of India Act, 1934 (the “RBI Act”)**

The RBI is entrusted with the responsibility of regulating and supervising the activities of Applicable Non-Banking Financial Companies (“NBFCs”) under the RBI Act. The RBI Act defines an ‘NBFC’ as:

- (I) a financial institution which is a company;
- (II) a non-banking institution which is a company and which has as its principal business of receiving of deposits, under any scheme or arrangement or in any other manner, or lending in any manner; or
- (III) such other non-banking institution or class of such institutions as the RBI may, with the previous approval of the Central Government and by notification in the official gazette, specify.

As per the RBI Act, a financial institution is a non-banking institution, carrying on as whole or part of its business, inter alia, the financing of activities other than its own, by making loans, advances, or otherwise; the acquisition of shares, stock, bonds, debentures, securities issued by the Government or other local authorities or other marketable securities of like nature; or letting or delivering goods to a hirer under a hire-purchase agreement.

The RBI has, through a press release dated April 8, 1999, clarified that in order to identify a particular company as an NBFC, it shall consider both the assets and the income pattern as evidenced from the last audited balance sheet of the company to decide its principal business. A company shall be treated as an NBFC if its financial assets are more than 50% of its total assets (netted off by intangible assets) and income from financial assets is more than 50% of its gross income. Both these tests are required to be satisfied as the determinant factors for the principal business of a company.

NBFCs are not permitted to commence or carry on the business of a non-banking financial institution without obtaining a certificate of registration (“CoR”) from the RBI. Further, every NBFC is required to submit to the RBI a certificate from its statutory auditor within one month from the date of finalization of its balance sheet and in any case not later than December 31st of that year, stating that it is engaged in the business of non-banking financial institution requiring it to hold a CoR. The RBI Act makes it mandatory for every NBFC to get itself registered with the RBI in order to be able to commence any of its activities.

An NBFC may be registered as a deposit-taking NBFC (“NBFC-D”) or as a non-deposit taking NBFC (“NBFC-ND”). Our Company has been classified as a systemically important non-deposit taking NBFC.

#### **B. Regulatory Requirements of an NBFC under the RBI Act**

##### **(I) Net Owned Fund**

The RBI Act, read with an RBI notification dated April 20, 1999, provides that to carry on the business of an NBFC, an entity would have to be registered as an NBFC with the RBI and would be required to have a minimum net owned fund of ₹ 200 lakh. For this purpose, the RBI Act has defined ‘*net owned fund*’ to mean:

- i. the aggregate of the paid-up equity capital and free reserves as disclosed in the latest balance sheet of the company, after deducting:
  - A. accumulated balance of losses;
  - B. deferred revenue expenditure;
  - C. other intangible assets
- ii. further reduced by the amounts representing:
  - A. investment by such companies in shares of:
    - a) its subsidiaries;
    - b) companies in the same group; and
    - c) other NBFCs.
  - B. the book value of debentures, bonds, outstanding loans and advances (including hire purchase and lease finance) made to, and deposits with:
    - a) subsidiaries of such company; and
    - b) companies in the same group, to the extent such amount exceeds 10% of point i above.

## (II) Reserve Fund

In addition to the above, the RBI Act requires NBFCs to create a reserve fund and transfer therein a sum of not less than 20% of its net profits earned annually, as disclosed in the statement of profit and loss, before declaration of dividend. Such sum cannot be appropriated by the NBFC except for the purposes specified by the RBI from time to time and every such appropriation is required to be reported to the RBI within 21 days from the date of such withdrawal.

### C. *Master Direction – Reserve Bank of India (Non-Banking Financial Company – Scale Based Regulation) Directions, 2023 in suppression of Non-Banking Financial Company–Systemically Important Non Deposit taking Company and Deposit taking Company (Reserve Bank) Directions, 2016 (“Master Directions”)*

As per sub clause 2.3 of clause 2 under ‘*Regulatory Structure under Scale Based Regulation*’ of Master Direction, our company is classified as a Middle Layer Non-Banking Financial Company, having an asset size of more than ₹ 1,000 crore and above.

## (I) Governance guidelines:

### a. Constitution of Committees

All NBFCs on which Master Directions is applicable are required to constitute the committees mentioned below:

- A. **Audit Committee:** An NBFC is required to constitute an audit committee consisting of not less than three members of its board of directors. The audit committee constituted by an NBFC as required under Section 177 of the Companies Act, 2013 shall be the audit committee for the purposes of the Master Directions as well, and its powers and functions shall be as provided under Section 177 of the Companies Act.
- B. **Nomination and Remuneration Committee:** NBFCs are required to constitute a nomination committee to ensure the ‘fit and proper’ status of proposed or existing directors, which shall

have the same powers and functions as the nomination and remuneration committee required to be constituted under Section 178 of the Companies Act.

- b. **Appointment of Chief Risk Officer (CRO):** With the increasing involvement of NBFCs in direct credit intermediation, they must enhance their risk management practices. While NBFC boards should aim to adhere to optimal risk management standards, NBFCs categorized as NBFC-ICC, NBFC-IFC, NBFC-MFI, NBFC-Factors, and IDF-NBFC, having an asset size exceeding ₹ 5,000 crore, must appoint a Chief Risk Officer (“CRO”) with well-defined roles and responsibilities. The CRO must operate independently to uphold the highest standards of risk management.
- c. **‘Fit and Proper Criteria’ for Directors:** Applicable NBFCs must (a) uphold a board-approved policy to determine directors’ fit and proper criteria during appointment and continuously, following Master Directions guidelines; (b) procure a declaration and undertaking from directors, using the format outlined in Master Directions; (c) secure a deed of covenant, adhering to the format specified in Master Directions; and (d) provide the RBI with a quarterly report on director changes, accompanied by a certification from the managing director, ensuring compliance with fit and proper criteria. This statement should be submitted to the RBI’s Department of Non-Banking Supervision regional office, within 15 days after each quarter’s end. The auditors must certify the statement for the quarter ending March 31.
- d. **Key Managerial Personnel:** Except for directorship in a subsidiary, Key Managerial Personnel (“KMP”) must not hold any office, including directorships, in any other NBFC-ML or NBFC-UL. A two-year timeline, starting from October 01, 2022, is specified to ensure adherence to these regulations. It is clarified that they are allowed to take on directorship roles in NBFC-BL.
- e. **Independent Director:** Within the allowable limits per the Companies Act, 2013, an independent director may not serve on more than three NBFCs (NBFC-ML or NBFC-UL) simultaneously. The NBFC’s Board must guarantee that no conflict of interest arises from their concurrent positions on other NBFC boards. A two-year timeline, effective from October 01, 2022, is stipulated for compliance. No restrictions on directorship for NBFC-BLs exist, subject to relevant provisions of the Companies Act, 2013.
- f. **Compensation Guidelines:** To tackle problems stemming from excessive risk-taking due to poorly aligned compensation packages, NBFCs must establish a board-approved compensation policy. The guidelines must, at a minimum, encompass a) the formation of a remuneration committee, b) criteria for fixed/variable pay structures, and c) malus/clawback provisions. The nomination and remuneration committee must verify the absence of any conflict of interest.
- g. **Guidelines on Corporate Governance:** NBFCs must establish internal guidelines on corporate governance, expanding their scope with Board of Directors’ approval. The guidelines, aligned with Chapter XI, should be publicly accessible on the company’s website, if available, to inform diverse stakeholders, without compromising the underlying spirit.

## (II) Prudential Regulations

- i. **Capital Requirements:** Every Systemically Important NBFC (NBFC-ND-SI) / NBFC-ML shall maintain a minimum capital ratio consisting of Tier I and Tier II Capital which shall not be less than 15% of its aggregate risk weighted assets on-balance sheet and of the risk-adjusted value of off-balance sheet items and the Tier I Capital in respect of applicable NBFCs (other than NBFC-MFI), at any point of time, shall not be less than 10%.
- ii. **Internal Capital Adequacy Assessment Process (“ICAAP”):** NBFCs must conduct a comprehensive internal evaluation of capital needs, aligned with business risks. This assessment mirrors the ICAAP for commercial banks under Pillar 2 (Master Circular – Basel III Capital Regulations, dated May 12, 2023, subject to amendments). Although Pillar 2 capital isn’t mandatory, NBFCs must realistically appraise risks, encompassing credit, market, operational, and other residual risks internally determined. The internal capital assessment methodology should align with their Board-approved policy, proportional to scale and complexity. ICAAP aims to ensure sufficient capital for all business risks, encouraging NBFCs to adopt robust internal risk management techniques. This fosters ongoing supervisory-NBFC dialogue on risk assessment, monitoring, and mitigation.

- iii. **Asset Classification:** The NBFC-SI Directions require that every NBFC shall, after taking into account the degree of well-defined credit weaknesses and extent of dependence on collateral security for realisation, classify its lease/hire purchase assets, loans and advances, and any other forms of credit into the following classes:
- i. **Standard assets**, i.e. assets, in respect of which, no default in repayment of principal or interest is perceived, which do not disclose any problems and do not carry more than a normal risk attached to business;
  - ii. **Sub-standard assets**, i.e. assets which have been classified as NPAs for a period not exceeding 12 months, or where the terms regarding repayment of the payment or interest have been renegotiated, rescheduled, or restructured, until satisfactory performance of the revised terms for a year;
  - iii. **Doubtful assets**, i.e. term loans, lease assets, hire-purchase assets or any other asset that has remained substandard for a period exceeding 12 months;
  - iv. **Loss assets**, i.e. assets that have been identified as such by the NBFC, its internal or external auditors, or the RBI during its inspection of the NBFC, to the extent that it has not been written off by the NBFC, or assets adversely affected by the threat of non-recoverability due to the erosion in the value of the security, non-availability of security or a fraudulent act or omission by the borrower; and
  - v. **Non-Performing Assets (“NPAs”)**: Under the NBFC-SI Directions, the following shall be considered as NPAs, if the accompanying conditions remain in existence for a period of three months or more:
    - a. Assets, in respect of which interest has remained overdue;
    - b. term loans, inclusive of unpaid interest, when the instalment is overdue, or on which interest amounts remain overdue;
    - c. demand or call loans, which has remained overdue, or on which interest amount remained overdue;
    - d. bills, which have remained overdue;
    - e. interest in respect of a debt or income on receivables under the head ‘other current assets,’ being in the nature of short-term loans / advances, which have remained overdue;
    - f. any dues on account of the sale of assets or services rendered, or reimbursement of expenses incurred, which have remained overdue;
    - g. lease rental and hire purchase instalments, which have remained overdue in respect of loans, advances, and other credit facilities (including bills purchased and discounted), the balance outstanding under the credit facilities (including accrued interest) made available to the same borrower/ beneficiary when any of the above credit facilities becomes a non-performing asset. In the case of lease and hire purchase transactions, an applicable NBFC shall classify each such account on the basis of its record of recovery.
  - vi. **Guidelines on Maintenance of Liquidity Coverage Ratio (“LCR”)**: All non-deposit taking NBFCs with an asset size of ₹ 10,000 crore and above, and all deposit-taking NBFCs irrespective of their asset size, shall maintain a liquidity buffer in terms of LCR which will promote resilience of NBFCs to potential liquidity disruptions by ensuring that they have sufficient High-Quality Liquid Asset (“HQLA”) to survive any acute liquidity stress scenario lasting for 30 days. The stock of HQLA to be maintained by the NBFCs shall be a minimum of 100% of total net cash outflows over the next 30 calendar days. The stock of HQLA to be

maintained by the NBFCs shall be a minimum of 100 percent of total net cash outflows over the next 30 calendar days.

The LCR requirement shall be binding on NBFCs from December 1, 2020, with the minimum HQLAs to be held being 50% of the LCR, progressively reaching up to the required level of 100% by December 1, 2024, as per the timeline given below:

From	Dec 1, 2020	Dec 1, 2021	Dec1, 2022	Dec 1, 2023	Dec 1, 2024 onwards
<b>Minimum LCR</b>	50%	60%	70%	85%	100%

All non-deposit taking NBFCs with asset size of Rs. 5,000 crores and above but less than Rs. 10,000 crores shall also maintain the required level of LCR starting from December 1, 2020, as per the timeline mentioned below:

From	Dec 1, 2020	Dec 1, 2021	Dec1, 2022	Dec 1, 2023	Dec 1, 2024 onwards
<b>Minimum LCR</b>	30%	50%	60%	85%	100%

**iv. Disclosure in financial statement**

- i. NBFCs must conduct a comprehensive internal evaluation of capital needs, aligned with business risks. This assessment mirrors the ICAAP for commercial banks under Pillar 2 (Master Circular – Basel III Capital Regulations, dated May 12, 2023, subject to amendments). Although Pillar 2 capital isn't mandatory, NBFCs must realistically appraise risks, encompassing credit, market, operational, and other residual risks internally determined. The internal capital assessment methodology should align with their Board-approved policy, proportional to scale and complexity. ICAAP aims to ensure sufficient capital for all business risks, encouraging NBFCs to adopt robust internal risk management techniques. This fosters ongoing supervisory-NBFC dialogue on risk assessment, monitoring, and mitigation.
- ii. NBFCs shall also disclose the following in their Annual Financial Statements: (i) registration/license/authorization, by whatever name called, obtained from other financial sector regulators; (ii) ratings assigned by credit rating agencies and migration of ratings during the year; (iii) penalties, if any, levied by any regulator; (iv) information namely, area, country of operation and joint venture partners with regard to joint ventures and overseas subsidiaries; and (v) Asset-Liability profile, the extent of financing of parent company products, NPAs and movement of NPAs, details of all off-balance sheet exposures, structured products issued by them and other disclosures.
- iii. In addition to the above, NBFCs shall also disclose the following particulars in its Balance Sheet: (i) Capital to Risk Assets Ratio (“CRAR”); (ii) Exposure to real estate sector, both direct and indirect; and (iii) Maturity pattern of assets and liabilities.

**(III) Regulatory restrictions and limits**

**i. Credit/investment concentration Norms (except NBFC-UL):**

- A. NBFC (except NBFC-IFC) shall not have exposure (credit/investment taken together) exceeding (a) twenty-five percent of its Tier 1 capital to a single party; and (b) forty percent of its Tier 1 capital to a single group of parties, provided that an NBFC may exceed the exposure norm specified above, by 5 percent for any single party and by 10 percent for a single group of parties, if the additional exposure is on account of infrastructure loan and/or investment;

- B. The ceiling on the investment in shares of another company shall not be applicable to an NBFC in respect of investment in the equity capital of an insurance company up to the extent specifically permitted, in writing, by the Reserve Bank;
  - C. Exposure norms shall not apply to any NBFC not accessing public funds in India, either directly or indirectly and not issuing guarantees. The exposure norms shall also not apply to (i) investments of NBFC in shares of (a) its subsidiaries; (b) companies in the same group, to the extent they have been reduced from Owned Funds for the calculation of NOF and (ii) the book value of debentures, bonds, outstanding loans and advances (including hire-purchase and lease finance) made to, and deposits with (a) subsidiaries of the NBFC; and (b) companies in the same group, to the extent they have been reduced from Owned Funds for the calculation of NOF; and
  - D. NBFC shall formulate a policy in respect of exposures to a single party/a single group of parties.
- ii. **Sensitive Sector Exposure (SSE):** For Sensitive Sector exposures, NBFCs must establish Board-approved internal limits for Single Sensitive Exposures (SSE), separately addressing capital market and commercial real estate. Periodic assessments of sector vulnerabilities, along with their potential impact on business, are essential for NBFCs to determine and adjust these internal exposure limits. While the Board retains the flexibility to set sub-limits within the overall SSE internal limits, specific prescriptions include the following:
- A. A sub-limit within the commercial real estate exposure ceiling shall be fixed internally for financing land acquisition; and
  - B. There shall be a ceiling of ₹ 1 crore per borrower for financing subscription to Initial Public Offer (IPO). NBFCs can fix more conservative limits.
- iii. **Regulatory restriction on loans:**
- A. **Loans and Advances to Directors:** NBFCs are prohibited from extending loans exceeding five crores to their directors, including the Chairman/Managing Director, or the relatives of directors, without approval from the Board of Directors/Committee of Directors. Additionally, loans of this magnitude are restricted for firms where directors or their relatives are involved as partners, managers, employees, or guarantors, and for companies where directors or their relatives hold significant roles as shareholders, directors, managers, employees, or guarantors unless sanctioned by the Board of Directors/Committee of Directors;
  - B. **Loans Advanced to Senior Officers of the NBFC:** NBFCs must adhere to the following guidelines when extending loans to their senior officers: (i) Loans granted to senior officers must be communicated to the Board. (ii) Senior officers or committees, including a senior officer, exercising credit sanction powers, cannot approve credit facilities for their relatives. The next higher authority in the delegation of powers must authorize such facilities; and
  - C. **Loans and Advances to Reals Estate Sector:** When evaluating loan requests related to real estate, NBFCs must verify that borrowers have secured necessary approvals from Government/local authorities, as mandated. To prevent hindrances in the loan approval process, proposals may be sanctioned initially, but disbursements will occur only after the borrower obtains the required clearances from relevant authorities.

**(IV) Miscellaneous Instructions**

- i. **Participation in Currency Options:** Non-deposit taking NBFCs can engage in designated currency options exchanges recognized by SEBI as clients, adhering to the Foreign Exchange Department of the Reserve Bank's guidelines. This participation is strictly for hedging their underlying forex exposures. Balance sheets must disclose undertaken transactions as per SEBI's guidelines.

- ii. **Interest Rate Futures:** Non-deposit taking NBFCs, as trading members, are allowed to engage in the interest rate futures market on recognized stock exchanges, provided they comply with the guidelines outlined in the ‘*Rupee Interest Rate Derivatives (Reserve Bank) Directions, 2019*,’ issued on June 26, 2019, and subsequently amended on February 10, 2022 and further amended on August 8, 2022.
- iii. **Ready Forward Contracts in Debt Securities:** Non-deposit taking NBFCs may engage in repo transactions involving corporate debt securities, subject to compliance with the ‘*Repurchase Transactions (Repo) (Reserve Bank) Directions, 2018*,’ issued on July 24, 2018. Additionally, they must adhere to the specified instructions.
- iv. **Undertaking of Point of Presence (“POP”) Services under Pension Fund Regulatory and Development Authority for National Pension System (NPS):** NBFCs that adhere to the prescribed CRAR and report a net profit in the preceding financial year may be authorized to engage in PoP services under PFRDA for NPS following registration with PFRDA. Eligible NBFCs providing such services must ensure that NPS subscriptions collected from the public are promptly deposited on the day of collection (T+0 basis, where T signifies the date of receipt of clear funds, whether by cash or any other mode) into the Trustee Bank. Deposits should be made in the Trustee Bank account specifically opened for this purpose as per the regulations established by PFRDA for NPS. NBFCs conducting PoP services are required to strictly adhere to the guidelines outlined by PFRDA. Any contravention of the stipulations mentioned above may result in supervisory action, including, but not limited to, the revocation of permission to offer PoP services.
- v. **Licensing as Authorised Dealer-Category II:** To enhance the accessibility and effectiveness of forex services provided to the public for their day-to-day non-trade current account transactions, non-deposit taking NBFC-ICC may qualify for an Authorized Dealer- Category II (“**AD-Cat II**”) license, contingent on meeting the subsequent conditions:
  - A. NBFCs providing these services must maintain a ‘*minimum investment grade rating*.’
  - B. NBFCs offering such services must establish a board-approved policy for
    - 1. managing associated risks, including currency risk; and
    - 2. addressing customer grievances arising from these activities.

A monitoring mechanism, conducted at least monthly, must be instituted for these services.
- vi. **Appointment of Internal Ombudsman:** NBFCs fulfilling the criteria laid down under the circular on ‘*Appointment of Internal Ombudsman by Non-Banking Financial Companies*’ dated November 15, 2021, shall appoint the Internal Ombudsman and adhere to the corresponding guidelines.

#### **D. Other RBI Directions**

- (I) **Reserve Bank of India Know Your Customer (“KYC”) Master Directions, dated February 25, 2016 (“KYC Directions”), as updated on October 17, 2023**

The Department of Banking Regulation, RBI has issued the KYC Directions dated February 25, 2016, as amended from time to time, which are applicable inter alia to all NBFCs for the formulation of a KYC policy duly approved by the board of directors of the entity and ensure compliance with the same. The KYC policy formulated is required to include four key elements, being customer acceptance policy, risk management, customer identification procedures and monitoring of transactions. The regulated entities are required to ensure compliance with the KYC policy of the entity through specifying who constitutes ‘senior management’ for the purpose of KYC compliance, specifying allocation of responsibility for effective implementation of policies and procedures, independent evaluation of the compliance functions of the entity’s policies and procedures, including legal and regulatory requirements, implementing a concurrent / internal audit system to verify the compliance with

KYC/AML policies and procedures, and the submission of quarterly audit notes and compliance to the audit committee.

**(II) Non-Banking Financial Company Returns (Reserve Bank) Directions, 2016 (“NBFC Returns Directions, 2016”)**

All NBFCs must establish a reporting system to submit various returns to RBI. A Non-Banking Financial Company - Non-Deposit Taking Systemically Important (“NBFC-ND-SI or NBFC-ML”) is obligated to submit a quarterly return detailing essential financial parameter, encompassing asset and liability components, profit and loss accounts, exposure to sensitive sectors, etc. This includes filing NBS-7 on prudential norms, multiple returns on asset-liability management addressing concerns such as asset liability mismatches and interest rate risk, a quarterly report on branch information, and the Central Repository of Information on Large Credits (“CRILC”) quarterly. Additionally, it necessitates submitting all Special Mention Accounts-2 (“SMA-2”) status on a weekly basis to enable early recognition of financial distress, prompt resolution steps, and equitable recovery for lenders.

**(III) Non-Banking Financial Companies Auditor’s Report (Reserve Bank) Directions, 2016 (“Auditor Report Directions”)**

In addition to the Report made by the auditor under Section 143 of the Companies Act, 2013 on the accounts of a non-banking financial company examined by him for every financial year ending on any day on or after the commencement of these Directions, for any NBFC-D, the auditor shall also make a separate report to the Board of Directors of the Company on compliances of quantum of acceptance of public deposits (compliance with Deposit Directions), minimum investment grade credit rating, determination of capital adequacy ratio, prudential norms, liquid assets requirement, submission of returns with RBI, any default in payment of the interest and/or principal amount to Depositors.

**(IV) Accounting Standards and Accounting Policies**

The Ministry of Corporate Affairs has amended the existing Indian Accounting Standards vide Companies (Indian Accounting Standards) (Amendment) Rules, 2017 on March 17, 2017 and the same is applicable to the Company from April 1, 2018. RBI has, vide notification number RBI/2019-20/170 DOR (NBFC).CC.PD.No.109/22.10.106/2019-20 dated March 13, framed regulatory guidance on Ind AS which will be applicable on Ind AS implementing NBFCs and Asset Reconstruction Companies (“ARCs”) for preparation of their financial statements from financial year 2019-20 onwards. These guidelines focus on the need to ensure consistency in the application of the accounting standards in specific areas, including asset classification and provisioning, and provide clarifications on regulatory capital in the light of Ind AS implementation. The guidelines cover aspects on governance framework, prudential floor and computation of regulatory capital and regulatory ratios.

**(V) Monitoring of Frauds in NBFCs (Reserve Bank) Directions, 2016 (“Fraud Directions, 2016”)**

As per Fraud Directions, 2016, NBFCs are required to put in place a reporting system for recording frauds to RBI and should fix staff accountability in respect of delays in reporting of fraud cases to the RBI. As prescribed, quarterly case-wise reports on frauds outstanding are to be submitted with the regional office of the RBI within 15 days of each quarter. For this purpose, an official of the rank of general manager or equivalent should be nominated who will be responsible for submitting all the returns to the Bank and reporting referred to in these directions. If NBFCs do not adhere to the applicable time frame for reporting fraud, they shall become liable for penal action. The Fraud Directions, 2016 classify frauds into the following categories:

- i. Misappropriation and criminal breach of trust;
- ii. Fraudulent encashment through forged instruments, manipulation of books of account or through fictitious accounts and conversion of property;
- iii. Unauthorised credit facilities extended for reward or for illegal gratification;
- iv. Negligence and cash shortages;

- v. Cheating and forgery;
- vi. Irregularities in foreign exchange transactions; and
- vii. Any other type of fraud.

**(VI) Information Technology Framework for the NBFC Sector Directions, 2017 (the “IT Framework Directions”)**

The IT Framework Directions have been notified with the view of benchmarking the information technology / information security framework, business continuity planning, disaster recovery management, information technology (“IT”) audit and other processes to best practices for the NBFC sector. NBFC-SIs are required to comply with the IT Framework Directions by June 30, 2018. Systemically important NBFCs must bolster their information technology and security frameworks as per specified enhancement requirements. They are mandated to establish an Information Technology Strategy Committee and an Information Technology Steering Committee, alongside crafting policies for information technology policy and information security. To counter cyber threats, a cybersecurity policy and a cyber crisis management plan for intrusions must be implemented. Unusual security incidents outlined must be reported to the Reserve Bank of India (RBI) in the designated format. Annual risk assessments are obligatory to evaluate threats and vulnerabilities related to information technology assets. Internal information systems audits are also required to gauge the effectiveness of controls ensuring infrastructure confidentiality, integrity, and availability. Additionally, a Business Continuity Planning policy, sanctioned by the Board of Directors, is mandated for addressing disaster recovery in unforeseen natural or man-made disasters.

**(VII) Master Direction on Outsourcing of Information Technology Services dated April 10, 2023**

The RBI has issued the RBI Master Direction on Outsourcing of Information Technology Services, dated April 10, 2023, (“IT Outsourcing Direction”) that will come into effect on October 1, 2023, in line with its earlier Draft Master Direction on Outsourcing of IT Services, dated June 23, 2022. The IT Outsourcing Direction is applicable to regulated entities, namely, all commercial banks, non-banking financial companies, primary co-operative banks, credit information companies, ‘All India Financial Institutions’ as defined under the IT Outsourcing Direction (collectively, “REs”). In case of foreign banks operating in India through branch mode, reference to REs’ board of directors means the head office or controlling office which has oversight over the Indian branch operations. The scope of the IT Outsourcing Direction extends to ‘material outsourcing’ of IT services by REs which are IT services which (i) if disrupted or compromised has the potential to significantly impact the RE’s business operations, or (ii) may have material impact on the RE’s customers in the event of any unauthorised access, loss or theft of customer information.

**(VIII) Reserve Bank Commercial Paper Directions, 2017 (“Commercial Paper Directions”)**

The Commercial Paper Directions regulate the issue of commercial papers. Commercial papers may be issued by companies including NBFCs, provided that any fund-based facility they have availed from banks or financial institutions are classified as standard assets by all banks and financial institutions at the time of their issue. The Commercial Paper Directions determine the form, mode of issuance, rating and documentation procedures for the issue of commercial papers. In terms of the Commercial Paper Directions, commercial papers are issued as promissory notes, and are to be held in dematerialised form. They are issued at a discount to face value, in a minimum denomination of ₹ 5 lakh or multiples thereof. Issuers, whose total commercial paper issuance in a calendar year is ₹ 1,000 crore or more, must also obtain a credit rating for their commercial papers from at least two credit rating agencies registered with SEBI, and adopt the lower of these ratings. The minimum rating for a commercial paper shall be ‘A3’. The directions further provide for secondary market trading in commercial papers, buyback of commercial papers and the obligations of the issuer, the issuing and paying agent and credit rating agencies in the issue of commercial papers.

**(IX) The Reserve Bank – Integrated Ombudsman Scheme, 2021 (the “Ombudsman Scheme”) dated November 12, 2021**

The RBI through its 'Statement on Developmental and Regulatory Policies' dated February 5, 2021, proposed the integration of the Ombudsman Scheme for Non-Banking Financial Companies, 2018 with the Banking Ombudsman Scheme, 2006 and the Ombudsman Scheme for Digital Transactions, 2019 under the 'One Nation One Ombudsman' approach for grievance redressal and has done the same through the Ombudsman Scheme effective from November 12, 2021 with the intent to make the process of redressal of grievances easier by enabling the customers of the banks, NBFCs and non-bank issuers of prepaid payment instruments to register their complaints under the integrated scheme, with one centralized reference point.

The Ombudsman Scheme was introduced by the RBI with the object of enabling resolution of complaints in respect of certain services rendered by certain categories of NBFCs, to facilitate the satisfaction or settlement of such complaints, and matters connected therewith. Further, the RBI through its notification on Appointment of Internal Ombudsman by Non-Banking Financial Companies dated November 15, 2021 has established the office of Internal Ombudsman for NBFCs along with its roles and responsibilities.

The Ombudsman Scheme, inter alia, establishes the office of the ombudsman, specifies the procedure for the redressal of grievances and the mechanism for appeals against the awards passed by the ombudsman.

Furthermore, the Integrated Ombudsman Scheme, 2021 (the Scheme) was launched on November 12, 2021, wherein the scheme integrates the existing three Ombudsman schemes of RBI namely, (i) the Banking Ombudsman Scheme, 2006; (ii) the Ombudsman Scheme for Non-Banking Financial Companies, 2018; and (iii) the Ombudsman Scheme for Digital Transactions, 2019. The Scheme adopts the 'One Nation One Ombudsman' approach by making the RBI Ombudsman mechanism jurisdiction neutral.

**(X) Reserve Bank of India (Prudential Framework for Resolution of Stressed Assets) Circular June 7, 2019.**

Reserve Bank of India (Prudential Framework for Resolution of Stressed Assets) Circular June 7, 2019, sets out a framework to ensure that there is an early recognition, reporting and time bound resolution of stressed assets. The Stressed Assets Directions apply to (a) Scheduled Commercial Banks (excluding Regional Rural Banks); (b) All India Term Financial Institutions (NABARD, NHB, EXIM Bank, and SIDBI); (c) Small Finance Banks; and (d) Systemically Important Non-Deposit Taking Non-Banking Financial Companies (NBFC-ND-SI) and NBFC-Ds. In the event of a default, the said lenders shall recognize the stress in the loan accounts and classify these loan accounts into three categories namely: (i) SMA-0, where the principal and/or interest, whether partly or wholly is overdue between 1-30 days; (ii) SMA-1, where the principal and/or interest, whether partly or wholly is overdue between 31-60 days; and (iii) SMA-2, where the principal and/or interest whether partly or wholly is overdue between 61-90 days. The said lenders shall report credit information, including classification of an account as SMA to Central Repository of Information on Large Credits ("CRILC"), on all borrowers having aggregate exposure of ₹ 500 lakh and above with them. Once a borrower is reported to be in default by any of the lenders mentioned at (a), (b) and (c) hereinabove, the lenders shall undertake a prima facie review of the borrower account within thirty days from such default ("Review Period") to inter alia decide on a resolution strategy, including nature of the Resolution Plan ("RP").

During the Review Period for the implementation of an RP, all lenders shall enter into an inter-creditor agreement, which shall among other things provide that any decision agreed by lenders representing 75 per cent by value of total outstanding credit facilities (fund based as well non-fund based) and 60 per cent of lenders by number shall be binding upon all the lenders. In particular, the RPs shall provide for payment not less than the liquidation value due to the dissenting lenders, being the estimated realisable value of the assets of the relevant borrower, if such borrower were to be liquidated as on the date of commencement of the Review Period.

**(XI) Prompt Corrective Action (PCA) Framework for Non-Banking Financial Companies (NBFCs) dated December 14, 2021**

Reserve Bank of India has introduced a Prompt Corrective Action Framework ("PCA") for NBFC. The objective of the PCA Framework is to enable Supervisory intervention at an appropriate time and

requires the Company to initiate and implement remedial measures in a timely manner, so as to restore its financial health. The PCA Framework is also intended to act as a tool for effective market discipline. The PCA Framework for NBFCs came into effect on October 1, 2022, based on the financial position of the Company on or after March 31, 2022.

(XII) **RBI Guidelines on Digital Lending (“Digital Lending Guidelines”)**

The RBI issued the ‘*Guidelines on Digital Lending*’ On September 2, 2022 following the ‘*Recommendations of the Working Group on Digital Lending – Implementation*’ issued by the RBI on August 10, 2022. The Digital Lending Guidelines require the regulated entities to adhere to the customer protection and conduct requirements, technology and data requirements along with the prescribed regulatory framework.

- i. **Customer Protection and Conduct:** The regulated entities are required to ensure that all loan servicing, repayment and related services are executed directly by the borrower without the involvement of a third-party pool account. Further, all collection of fees and charges shall be paid directly by such regulated entity. Further, all penal interest and charges levied shall be calculated on the outstanding amount of the loan and shall be disclosed upfront on an annualized basis. All regulated entities shall provide the borrower with a standardized Key Fact Statement as prescribed in the Digital Lending Guidelines, populated with the prescribed details. In addition to the above, regulated entities shall appoint a suitable grievance redressal officer to address issues raised by borrowers including digital lending and fin tech-related complaints. Each borrower’s creditworthiness is required to be ascertained in an auditable way, ahead of extending any loan;
- ii. **Technology and Data Requirement:** All information collated by the regulated entities shall be on a need-based principle with prior and explicit consent of the borrower. No personal data of any of the borrowers shall be stored except as required for the purpose of carrying out their operations, as necessary. To this effect, regulated entities shall also formulate guidelines to govern data storage, privacy and usage in line with the Digital Lending Guidelines; and
- iii. **Regulatory Framework:** Regulated entities are required to comply with reporting requirements to credit information companies along with other prescribed rules and regulations as laid down in the Digital Lending Guidelines.

(XIII) **Reserve Bank of India’s Guidelines on Default Loss Guarantee in Digital Lending dated June 8, 2023 (“DLG in Digital Lending Guidelines”)**

The RBI released the Guidelines on Default Loss Guarantee (“**DLG**”) which are applicable to DLG arrangements in digital lending operations undertaken by the regulated entities including Non- Banking Financial Companies. The guidelines lay down the eligibility conditions for DLG provider and provide for the structure of DLG arrangements. Further, the guidelines provide for the due diligence requirements in respect of the DLG provider. The guidelines further clarify that the customer protection measures and grievance redressal issues pertaining to DLG arrangements shall be guided by RBI’s instructions contained in ‘*Guidelines on Digital Lending*’ dated September 02, 2022, along with other applicable norms.

(XIV) **Guidelines for Appointment of Statutory Central Auditors (“SCAs”)/Statutory Auditors (“SAs”) of Commercial Banks (excluding RRBs), UCBs and NBFCs (including HFCs) dated April 27, 2021**

The circular puts in place ownership-neutral regulations, ensuring the independence of auditors, avoiding conflict of interest in auditor’s appointments, and to improve the quality and standards of audit in RBI regulated entities. The guidelines streamline the procedure for the appointment of Statutory Auditors for Commercial Banks (excluding RRBs), UCBs, and NBFCs (including HFCs) and ensure that appointments are made in a timely, transparent and effective manner.

(XV) **Reserve Bank of India Circular dated February 03, 2021 on Risk Based Internal Audit for NBFC-D**

As per circular bearing reference Ref. No. DoS. CO. PPG/ SEC.05/11.01.005/ 2020-21 dated February 03, 2021, RBI has mandated the Risk Based Internal Audit Framework (“**RBIAF**”) for all Deposit-taking NBFCs, irrespective of the size, before March 31, 2022.

(XVI) **Registration of Factors (Reserve Bank) Regulations, 2022**

The RBI on January 14, 2022 under section 3 read with section 31A of the Factoring Regulations, 2011 put in place a regulatory framework pertaining to the manner of granting certificate of registration to the companies which propose to do factoring business. The said regulation inter alia specifies that every company seeking registration as NBFC-Factor shall have a minimum net owned fund (NOF) of ₹5 crore, or as specified by the Reserve Bank from time to time. Further, an NBFC-Factor is required to ensure that its financial assets in the factoring business constitute at least fifty per cent of its total assets and its income derived from factoring business is not less than fifty per cent of its gross income.

**E. Laws in relation to the recovery of debts**

(I) **Insolvency and Bankruptcy Code, 2016 (the “IB Code”)**

The IB Code primarily enables time-bound reorganisation and insolvency resolution of debtors. The primary objectives of the IB Code are:

- i. to consolidate and amend the laws relating to reorganisation and insolvency resolution of corporate persons, partnership firms, and individuals in a time bound manner for maximisation of the value of assets of such persons;
- ii. to promote entrepreneurship, availability of credit and balance the interests of all the stakeholders, including alteration in the order of priority of payment of Government dues; and
- iii. to establish an Insolvency and Bankruptcy Board of India.

The IB Code specifies two different sets of adjudicating authorities to exercise judicial control over the insolvency and liquidation processes:

- i. In case of companies, limited liability partnerships and other limited liability entities, National Company Law Tribunals (“**NCLT**”) shall act as the adjudicating authority; and appeals therefrom shall lie with the National Company Law Appellate Tribunal (“**NCLAT**”).
- ii. In case of individuals and partnerships, Debt Recovery Tribunal (“**DRT**”) shall act as the adjudicating authority and appeals therefrom shall lie with the Debt Recovery Appellate Tribunal (“**DRAT**”).

The Supreme Court of India shall have appellate jurisdiction over NCLAT and DRAT.

The IB Code governs two corporate insolvency processes, i.e. (i) insolvency resolution; and (ii) liquidation:

- i. **Insolvency resolution:** Upon a default by a corporate debtor, a creditor or the debtor itself may initiate insolvency resolution proceedings. The IB Code prescribes a timeline of 180 days for the insolvency resolution process, subject to a single extension of 90 days, during which there shall be a moratorium on the institution or continuation of suits against the debtor, or interference with its assets. During such period, the creditors and the debtor will be expected to negotiate and finalise a resolution plan, with the assistance of insolvency resolution professionals to be appointed by a committee of creditors formed for this purpose. Upon approval of such a plan by the adjudicating authority, the same shall become binding upon the creditors and the debtor.
- ii. **Liquidation:** In the event that no insolvency resolution is successfully formulated, or if the adjudicating authority so decides, a liquidation process may be initiated against the debtor. A

liquidator is appointed, who takes the assets and properties of the debtor in his custody and verifies claims of creditors, selling such assets and properties and distributing the proceeds therefrom to creditors.

The bankruptcy of an individual can be initiated by the debtor, the creditors (either jointly or individually) or by any partner of a partnership firm (where the debtor is a firm), only after the failure of the Insolvency Resolution Process (“**IRP**”) or non-implementation of repayment plan. The bankruptcy trustee is responsible for administration of the estate of the bankrupt and for distribution of the proceeds on basis of the priority set out in the Code.

In addition, the IB Code establishes and provides for the functioning of the Insolvency and Bankruptcy Board of India (“**IBBI**”) which functions as the regulator for matters pertaining to insolvency and bankruptcy. The IBBI exercises a range of legislative, administrative and quasi-judicial functions, inter alia, in relation to the registration, regulation and monitoring of insolvency professional agencies, insolvency professionals and information utilities; publish information, data, research and studies as may be specified; constitute committees as may be required; and make regulations and guidelines in relation to insolvency and bankruptcy.

While the IB Code does not apply to financial service providers such as the Issuer, Section 227 of the IB Code authorises the Central Government to notify financial service providers or categories of financial service providers for the purpose of their insolvency and liquidation proceedings being conducted under the IB Code. Pursuant to the notification no. S.O. 4139(E) dated November 18, 2019 issued by the Ministry of Corporate Affairs read with Section 227 of the IB Code and the Insolvency and Bankruptcy (Insolvency and Liquidation Proceedings of Financial Service Providers and Application to Adjudicating Authority) Rules, 2019, non-banking financial companies (including housing financial companies) with asset size of at least ₹ 500,00,00,000 (Indian Rupees Five Hundred Crore) have been notified for the purpose of their insolvency and liquidation proceedings being conducted under the IB Code.

#### **(II) Recovery of Debts due to Banks and Financial Institutions Act, 1993 (“Debts Recovery Act”)**

The Debts Recovery Act provides for establishment of DRTs for expeditious adjudication and recovery of debts due to a bank or financial institution, or a consortium of banks or financial institutions. The Debts Recovery Act is only applicable to such debts as are for a sum that is greater than ₹ 1 million, or in the case of particular debts that the Central Government may specify, greater than ₹ 0.1 million. A DRT established under the Debts Recovery Act exercises jurisdiction over applications from banks and financial institutions for the recovery of debts due to them, and no court or other authority can exercise jurisdiction in relation to matters covered by the Debts Recovery Act, except the higher Courts in India in certain circumstances. The Debts Recovery Act also provides for the establishment of DRATs, and any appeal from any order of a DRT lies with a DRAT. Further, the Debts Recovery Act provides for the procedure to be followed in proceedings before a DRT or DRAT.

#### **(III) Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (“Securitisation Act”)**

The Securitisation Act grants certain special rights to banks and financial institutions to enforce their security interests upon non-payment of a secured debt. The Securitisation Act provides that a secured creditor may, in the case of a default in payment of a debt or an instalment thereof, classify the account of the borrower as an NPA, and give notice in writing to the borrower requiring it to discharge its liabilities within 60 days, failing which the following rights accrue to the secured creditor:

- i. taking possession of the assets constituting the security for the loan, including the right to transfer the assets by way of lease, assignment or sale of the asset;
- ii. taking over the management of the business of the borrower, including the right to sell or otherwise dispose of the assets, in case a significant portion of the debtor’s business is held as security;
- iii. appointment of a manager to manage the secured assets; and
- iv. requiring that any person who has acquired any of the secured assets from the borrower and from whom any money is or may become due to the debtor, to pay the secured creditor instead.

Where a secured creditor seeks to take a secured asset into its possession or sell or transfer the same under the provisions of the Securitisation Act, the secured creditor may make a written request to the Chief Metropolitan Magistrate or the District Magistrate within whose jurisdiction the secured asset or relevant documents may be situated or found. Upon such request, the Chief Metropolitan Magistrate or District Magistrate may take possession of such assets and/or relevant documents and forward the same to the creditor, using or directing the use of such force as may be necessary. In addition, the secured creditor may file an application before a DRT or a competent court for recovery of balance amounts, if any, and may take any other measures for the recovery of debts.

Further, the Securitisation Act provides for the creation of a central database by the Central Government for recording rights over any property or creation, modification or satisfaction of any security interest thereon. This registry is to be integrated with registration records under various central registrations, including the Companies Act, 2013, the Registration Act, 1908 and the Motor Vehicles Act, 1988. Any registration of transactions for creation, modification or satisfaction of security interest by a creditor or filing of attachment orders shall be deemed to constitute a public notice. Where a security interest or attachment order upon property in favour of a creditor is filed for registration, the claim of such creditor has priority over any subsequent security interest, transfer or attachment order upon the property.

In addition, the Securitisation Act regulates 'asset reconstruction companies', which are companies intended to carry on the business of securitisation or asset reconstruction. An asset reconstruction company, upon being registered by the RBI, may acquire the financial assets of a bank or financial institution, whereupon it shall be deemed to become the lender in place of the bank in relation to such financial assets, and all rights of the bank or financial institution in relation to such financial assets shall vest in the asset reconstruction company. For the purposes of asset reconstruction, an asset reconstruction company may inter alia provide for the management of the business of a borrower (including a change in or takeover of its management), sale or lease of the business of a borrower, rescheduling payment of debts, settlement of dues, enforcement or possession of security interests, or conversion of debt of a borrower into shares.

## **F. Anti-Money Laundering laws**

### **(I) Prevention of Money Laundering Act, 2002 ("PMLA")**

The PMLA was enacted to prevent money laundering and to provide for confiscation of property derived from or involved in, money laundering. The Government, under the PMLA, has issued the Prevention of Money Laundering (Maintenance of Records of the Nature and Value of Transactions, the Procedure and Manner of Maintaining and Time for Furnishing Information and Verification and Maintenance of Records of the Identity of the Clients of the Banking Companies, Financial Institutions and Intermediaries) Rules, 2005 ("PML Rules"). The PMLA and PML Rules place various obligations upon banks, financial institutions and other intermediaries in relation to the maintenance of records of all transactions, verification of clients and identification of beneficial owners of clients.

### **(II) 'Know Your Customer' ("KYC") Guidelines – Anti Money Laundering Standards ("AML") 'Prevention of Money Laundering Act, 2002 - Obligations of NBFCs in terms of Rules notified thereunder' ("PMLA Master Circular")**

The RBI has issued the PMLA Master Circular dated July 1, 2015 to ensure that a proper policy framework for the implementation of the PMLA and PML Rules is put into place. Pursuant to the provisions of PMLA, PML Rules and the RBI guidelines, all NBFCs are advised to appoint a principal officer for internal reporting of suspicious transactions and cash transactions and to maintain a system of internal reporting for: (i) all cash transactions of value of more than ₹ 10 lakh; (ii) all series of cash transactions integrally connected to each other which have been valued below ₹ 10 lakh where such series of transactions have taken place within one month and the aggregate value of such transaction exceeds ₹ 1 million.

Under the PMLA Master Circular, all NBFCs are required to introduce a system of maintaining a proper record of certain transactions, and for the proper maintenance and preservation of account information in a manner that allows data to be retrieved easily and quickly whenever required or when requested by the competent authorities. NBFCs are also required to maintain for at least ten years from the date of transaction between the NBFCs and the client, all necessary records of transactions, both domestic or international, which will permit reconstruction of individual transactions (including the amounts and types of currency involved if any) so as to provide, if necessary, evidence for prosecution of persons involved in criminal activity. Further, NBFCs shall exercise on-

going due diligence with respect to the business relationship with every client and closely examine the transactions in order to ensure that they are consistent with their knowledge of the client, his business and risk profile and where necessary, the source of funds.

## **G. Laws in relation to foreign investment and external commercial borrowing**

### **(I) Foreign Exchange Management Act, 1999 (“FEMA”)**

Foreign investment in Indian securities is regulated through the Consolidated Foreign Direct Investment (“**FDI**”), FEMA. The government bodies responsible for granting foreign investment approvals are the ministries / departments concerned of the Government of India and the RBI. The Union Cabinet has approved phasing out the Foreign Investment Promotion Board, as provided in the press release dated May 24, 2017. Accordingly, pursuant to the office memorandum dated June 5, 2017, issued by the Department of Economic Affairs, Ministry of Finance, approval of foreign investment under the FDI policy has been entrusted to ministries / departments concerned. Subsequently, the Department of Industrial Policy & Promotion (“**DIPP**”) issued the Standard Operating Procedure for Processing FDI Proposals on June 29, 2017 (the “**SOP**”). The SOP provides a list of the competent authorities for granting approval for foreign investment for sectors/activities requiring Government approval. For sectors or activities that are currently under automatic route but which required Government approval earlier as per the extant policy during the relevant period, the administrative ministry/department concerned shall act as the competent authority (the “**Competent Authority**”) for the grant of post facto approval of foreign investment. In circumstances where there is a doubt as to which department shall act as the Competent Authority, the DIPP shall identify the Competent Authority. The DIPP has from time to time made policy pronouncements on FDI through press notes and press releases which are notified by RBI as amendment to FEMA. In case of any conflict, FEMA prevails.

The Consolidated FDI Policy consolidates the policy framework in place as on October 15, 2020. Further, on January 4, 2018 the RBI released the Master Direction on Foreign Investment in India (updated from time to time). Under the approval route, prior approval from the FIPB or RBI is required. FDI for the items/activities that cannot be brought in under the automatic route may be brought in through the approval route. Approvals are accorded on the recommendation of the FIPB, which is chaired by the Secretary, DIPP, with the Union Finance Secretary, Commerce Secretary and other key Secretaries of the Government of India as its members.

As per the sector specific guidelines of the Government of India, 100% FDI/ Non-Resident Indian (“**NRI**”) investments are allowed under the automatic route in certain NBFC activities subject to compliance with guidelines of the RBI in this regard.

### **(II) External Commercial Borrowing**

External Commercial Borrowings are commercial loans raised by eligible resident entities from recognised non-resident entities. ECB transactions are governed by FEMA, and by various regulations, notifications, and RBI circulars, which have been consolidated in the RBI Master Direction on External Commercial Borrowings, Trade Credit, Structured Obligations, dated March 26, 2019 (“**ECB Master Direction**” / “**New ECB framework**”). Under the above Master Direction and New ECB framework, a permitted resident may borrow from a recognised non-resident entity through bank loans; floating / fixed rate notes / bonds / (other than fully and compulsorily convertible instruments; trade credit beyond 3 years; FCCBs: FCEBs and financial Lease. Further plain Vanilla Rupee Denominated Bonds (RDBs) which can be placed privately or listed on exchanges as per host country regulations (only for ₹ denominated ECBs).

Borrowings through ECB may be raised through one of two options:

- (i) Foreign Currency denominated ECB; and
- (ii) ₹ denominated ECBs

ECB may be raised by either automatic route or the approval route. Under the automatic route, ECB cases are examined by the Authorised Dealer Category-I, to whom the RBI has delegated the function of monitoring and approving ECB transactions. In borrowings through the approval route, the prospective borrowers are required to forward requests to the RBI through an authorised dealer. The ECB Master Directions prescribe individual limits of ECB that may be raised by an entity under the automatic route per Fiscal, beyond which, the ECB

proposals of such entities shall come under the approval route. RBI vide Notification No. FEMA. 3(R)(3)/2022-RB, dated July 29, 2022, temporarily increased the automatic route limit from USD 750 million to equivalent to USD 1.5 billion or equivalent. This relaxation was available for ECBs raised till December 31, 2022.

#### **H. Labour Law Regulations**

We are required to comply with certain labour and industrial laws, which includes Employees' Provident Funds and Miscellaneous Provisions Act 1952, the Employees State Insurance Act, 1948, the Minimum Wages Act, 1948, the Maternity Benefit Act, 1961, the Payment of Bonus Act, 1965, the Payment of Gratuity Act, 1972, the Payment of Wages Act, 1936, Industrial Disputes Act, 1947, Industrial Employment (Standing Orders) Act, 1946, Equal Remuneration Act, 1976, Public Premises (Eviction of Unauthorized Occupants) Act, 1971, and the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013, amongst others.

#### **I. Tax Legislations**

The tax related laws that are applicable to our Company include the Central Goods and Services Tax Act, 2017, the Interstate Goods and Services Tax Act, 2017, various state goods and services tax legislations, the Income Tax Act, the Income Tax Rules, local body taxes in respective states and various applicable GST notifications and circulars.

#### **J. Laws Relating to Intellectual Property**

Intellectual Property in India enjoys protection under both common law and statute. Under statute, India provides for patent protection under the Patents Act, 1970, copyright protection under the Copyright Act, 1957 and trademark protection under the Trade Marks Act, 1999. The above enactments provide for protection of intellectual property by imposing civil and criminal liability for infringement.

#### **K. Other Laws**

##### **(I) The Digital Personal Data Protection Act, 2023**

The DPDP Act, replacing Section 43A of the IT Act, aims to balance individuals' rights to protect personal data with the necessity of processing data for lawful purposes. All data fiduciaries, determining data processing purposes, must provide a clear notice describing the data to be collected and the processing purpose. The Act grants data principals the right to withdraw consent, demand data erasure and correction, and introduces the concept of 'deemed consent' in specific instances. It imposes obligations on data fiduciaries, including implementing measures for compliance, ensuring security safeguards, and reporting breaches to the Data Protection Board. The Act outlines rights and duties for data principals and establishes the Data Protection Board's exclusive jurisdiction over grievances. Non-compliance results in financial penalties per Schedule I of the Act.

##### **(II) Aadhar (Targeted Delivery of Financial and Other Subsidies, Benefits and Services) Act (the "Aadhar Act"), 2016 and the rules and regulations made thereunder.**

The primary objective of the Aadhaar Act is to facilitate efficient, transparent, and targeted delivery of subsidies, benefits, and services funded from the Consolidated Fund of India to Indian residents. This is achieved through assigning unique identity numbers by the Unique Identification Authority of India (UIDAI), responsible for authentication and enrolment. Enrolling Agencies are appointed for the enrolment process, and requesting entities are designated to authenticate Aadhaar Numbers by submitting demographic or biometric information to the Central Identities Data Repository. The Act also ensures the confidentiality of identity information and authentication records.

The Aadhaar (Data Security) Regulations, 2016 (Data Security Regulations) outline measures to secure individuals' information, specifying service providers' obligations in maintaining security and confidentiality.

Similarly, the Aadhaar (Sharing of Information) Regulations, 2016 ("**SI Regulations**") impose restrictions on UIDAI regarding the sharing of biometric information, as well as limitations on sharing, circulating, or publishing Aadhaar numbers.

The Aadhaar (Authentication) Regulations, 2016 (“**Authentication Regulations**”) provides an Aadhaar Authentication Framework, which has two kinds and four modes of authentication. Authentication Regulations also makes it mandatory for the requesting entity to obtain the consent of the aadhar number holder. Authentication Regulations list provisions and the entire process for the appointment of Requesting Entities and Authentication Service Agencies along with their roles and responsibilities and code of conduct.

**(III) The Factoring Regulation Act, 2021 (“Factoring Act”)**

The Factoring Regulation Act, 2011, was notified by the Central Government on January 22, 2012 with the objective to provide for and regulate assignment of receivables by making provision for registration, rights and obligations of parties to contract for assignment of receivables and for such other related matters. Under the Factoring Act, factoring business is defined as acquisition of receivables of assignor by an assignment for a consideration. The acquisition should be for collection of the receivables/ for financing against such assignment. The Factoring Act was amended vide notification dated August 09, 2021. The said amendment inter alia removed the threshold for an NBFC to be engaged in factoring business and a new section 31A was inserted to empower the RBI to make regulations for the manner of granting of the registration certificate to a factor and to make regulations for the manner of filing of the transactions with the Central Registry for trade receivables financed through trade receivables discounting system.

**(IV) Information Technology Act, 2000 and the rules made thereunder (“IT Act”)**

The primary objective behind enacting the IT Act is to confer legal recognition upon electronically conducted transactions. This legislation supports electronic commerce by acknowledging contracts concluded through digital means, safeguarding intermediaries regarding third-party information, and establishing liability for the inadequate protection of sensitive personal data. It introduces mechanisms for authenticating electronic documentation through digital signatures and stipulates civil and criminal liability, including fines and imprisonment, for various offenses. An amendment in 2008 legalized the validity of contracts formed electronically. The IT Act outlines offenses such as unauthorized access to computer systems, unauthorized disclosure of confidential information, and fraud originating from computer applications. It grants the Government of India the authority to intercept, monitor, or decrypt information for the nation’s sovereignty, integrity, defense, and security. Additionally, the IT Act empowers the government to formulate rules pertaining to electronic signatures, reasonable security practices, procedures, and sensitive personal data.

Exercising this authority, the Department of Electronics and Information Technology, under the Ministry of Communications & Information Technology, Government of India, promulgated the Use of Electronic Records and Digital Signatures Rules, 2004, Digital Signature (End Entity) Rules, 2015, and Information Technology (Certifying Authorities) Rules, 2000. These rules govern the issuance and creation of digital and electronic signatures, their verification, and the issuance of licenses to issue digital signature certificates.

## PROVISIONS OF ARTICLES OF ASSOCIATION

1. Save as reproduced herein the regulations contained in “Table F” in the First Schedule to the Act shall not apply to the Company. Matters for which there is no provision in these Articles but is contained in Table F, the provisions of Table F shall apply only to that extent.

## INTERPRETATION

2. Unless the context otherwise requires words and expressions contained in these Articles shall bear the same meaning as in the Act as defined below in force at the date at which the Articles become binding on the Company.
  - (i) “The Company” or this Company means UGRO Capital Limited.
  - (ii) “The Act” means the Companies Act, 2013 or any statutory modification or re-enactment thereof for the time being in force.
  - (iii) “AGM” means annual general meeting of the shareholders of the Company.
  - (iv) “Articles” means the articles of association of the Company from time to time.
  - (v) “Asset-Liability Committee” means the asset liability committee of the Board, constituted in accordance with this Articles.
  - (vi) “Audit Committee” means the audit committee of the Board, constituted in accordance with this Articles.
  - (vii) “Board” means the board of directors of the Company from time to time comprising each person appointed as a Director.
  - (viii) “Board Committees” means each committee of the Board constituted from time to time, including but not limited to, the Audit Committee, the Nomination and Remuneration Committee, Risk Management Committee, Stakeholders Relationship Committee and Asset - Liability Committee and any other such committee as may be constituted from time to time.
  - (ix) “Business day” means a day when the banks are open for business in Mumbai (India), but excluding Saturdays and Sundays.
  - (x) “Business plan” means the latest business plan adopted by the Board in accordance with this Articles from time to time.
  - (xi) “CEO” means Chief Executive Officer of the Company.
  - (xii) “CFO” means Chief Financial Officer of the Company.
  - (xiii) “CRO” means Chief Risk Officer of the Company.
  - (xiv) “Chairman of the Board” a person appointed pursuant to Paragraph 3.8 from time to time whose responsibilities are to conduct meetings of the Board and to oversee the functioning of the Board.
  - (xv) “Code” means the Corporate Governance Code adopted by the Board of Directors in the meeting of the Board held on December 31st, 2017.
  - (xvi) “Company Secretary” means the Company secretary of the Company.
  - (xvii) “Director” means each member of the Board, appointed as a director and holding such office, from time to time.
  - (xviii) “EGM” means extraordinary general meeting of the shareholders of the Company.

- (xix) “Employees” means employees of the Company.
- (xx) “Financial year” means period commencing from April 1 each year and ending on March 31 the next year or, subject to applicable law, such other period as may be determined by the Board to be the financial year for the Company.
- (xxi) “Fully diluted basis” the total number of Shares of the Company assuming that all options, warrants and other securities convertible into or exercisable or exchangeable for Shares (whether or not by their terms then currently convertible, exercisable or exchangeable) have been so converted, exercised or exchanged.
- (xxii) “General meeting” an AGM or EGM held in accordance with this Articles, the Act and the Listing Regulations.
- (xxiii) “Independent Director” means shall have the meaning ascribed to it under the Act.
- (xxiv) “Internal auditor” means Internal Auditor of the Company, appointed in accordance with the Paragraph 7.2 of this Articles and Act.
- (xxv) “Key Managerial Personnel” means key managerial personnel of the Company appointed in accordance with Paragraph 5 of this Articles.
- (xxvi) “Large Shareholder” any shareholder of the Company holding at least 10% (ten percent) of the paid-up share capital of the Company on a Fully Diluted Basis, which securities were either subscribed by that shareholder consequent to an issuance of securities by way of a preferential allotment by the Company or were issued to such shareholder by the Company as consideration under a scheme of demerger approved by the National Company Law Tribunal directly involving the Company, (whether by itself or together with a "person acting in concert" with it as defined in the Takeover Regulations).
- (xxvii) “Listing Regulation” means SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015.
- (xxviii) “Management Team” means the Managing Director and the Key Managerial Personnel collectively
- (xxix) “Managing Director” means the Managing Director of the Company.
- (xxx) “Manual of Authority” means the manual of authority to be adopted in accordance with Paragraph 18 of this Articles.
- (xxxi) “NBFC” non-banking financial company.
- (xxxii) “Nomination and Remuneration Committee” nomination and remuneration committee of the Board, constituted in accordance with this Articles.
- (xxxiii) “Promoters” means Promoters of the Company in accordance with the Act and the Listing Regulations.
- (xxxiv) “Related Party” means shall have the meaning ascribed to it under the Act.
- (xxxv) “Risk Management Committee” risk management committee of the Board, constituted in accordance with this Articles and under the Non-Banking Financial Companies - Corporate

Governance (Reserve Bank) Directions, 2015 or any other direction which may be issued from time to time.

- (xxxvi) “SEBI” Securities and Exchange Board of India.
- (xxxvii) “Senior Employees” means any Employee having an annual compensation exceeding Rs.1,00,00,000 (Rupees One Crore only).
- (xxxviii) “Shares” equity shares of the Company having a face value of Rs.10 (Rupees Ten only) per equity share.
- (xxxix) “Stakeholders Relationship Committee” means stakeholder relationship committee of the Board, constituted in accordance with this Articles.
- (xl) “Statutory Auditor” means the statutory auditor of the Company, appointed in accordance with Paragraph 7.1 of this Articles and the Act.
- (xli) “Takeover Regulations” means SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011 (v) “Month” means Calendar month.
- (xlii) “Votes” means all of the votes which are exercisable (by any person) in connection with the Shares at a General Meeting.
- (xliii) “Whole time director” means a Director, other than the Managing Director, in the whole-time employment of the Company.
- (xliv) Subject as aforesaid and except where the subject or context otherwise requires words or expressions contained in these regulations shall bear the same meaning as in the Companies Act as in force at the date on which these regulations become binding on the Company.

### **3. BOARD OF DIRECTORS**

- 3.1 Subject to the provisions of the Act, the Board shall be entitled to exercise all such powers, and to do all such acts and things, as the Company is authorized to exercise and do. The property, business and affairs of the Company shall be managed by the Board. The Board shall act in accordance with the Code, the Articles, provisions of the Act and applicable law.
- 3.2 The Board shall comprise of a maximum of 15 (fifteen) Directors, which would consist of majority of Independent Directors. All the Directors shall be appointed by the shareholders in a manner contemplated under Section 152 and other applicable provisions of the Act.
- 3.3 The Promoter shall have the right to appoint a nominee director on the Board.
- 3.4 Each Large Shareholder shall have the right to nominate a representative as nonexecutive director on the Board.
- 3.5 The CEO of the Company (if any) shall be appointed as a Whole-Time Director on a case by case basis.
- 3.6 There shall be at least 1 (one) woman Director on the Board.
- 3.7 At least 1 (one) of the Directors on the Board shall be an Indian national.

- 3.8 The Chairman of the Board shall be appointed on a case by case basis and shall not have a casting vote.
- 3.9 Each of the nominee directors appointed by the Large Shareholder shall have the right to be a member of any committees that may be constituted by the Board including but not limited to the Audit Committee, the Nomination and Remuneration Committee and the Asset-Liability Committee.
- 3.10 The First directors of the company shall be:  
Mr. Ramakant R Chokhani  
Mrs. Neelam R Chokhani
- 3.11 The Board shall appoint the person nominated by Debenture Trustee as a Director of the Company in terms of clause (e) of sub regulation (1) of regulation 15 of the SEBI (Debenture Trustees) Regulations, 1993.
- 3.12 Nominee Director

Notwithstanding anything to the contrary contained in the Articles and subject to provision of the Companies Act, the lenders/ regulator(s) of the Company shall have a right to appoint, from time to time, any person as a Director/Director(s) (which Director(s) is hereinafter referred to as "Nominee Director") on the Board of the Company and to remove from such office the person so appointed and to appoint any person in his or her place. The right of the lenders and terms of such appointment will be in accordance with the terms and conditions of the financing documents and right of the regulator(s) and terms of such appointment will be in accordance with the applicable provisions of the extant laws.

#### 4. APPOINTMENT OF INDEPENDENT DIRECTORS

- 4.1 The Nomination and Remuneration Committee shall recommend 1 (one) candidate for each vacancy or anticipated vacancy for the position of an Independent Director on the Board. The Board shall resolve, subject to the procedures required under the Articles, whether to approve an appointment pursuant to such recommendation.
- 4.2 Further, an Independent Director who resigns or is removed from the Board shall be replaced by a new Independent Director by the Company at the earliest but not later than 3 (three) months from the date of such vacancy, if the constitution of the Board does not fulfill the criteria of minimum number of independent directors prescribed under the provisions of Listing Regulation, the Act or these Articles.
- 4.3 An Independent Director shall not hold office for more than 2 (two) consecutive 5 (five) year terms. However, an Independent Director shall be eligible for appointment after the expiration of 3 (three) years of ceasing to become an Independent Director.
- 4.4 The Independent Directors shall hold at least 1 (one) meeting in a year, without the presence of non-Independent Directors and the Management Team, and all the Independent Directors shall strive to be present at such meeting.
- 4.5 The Independent Directors in the meeting referred in Paragraph 4.4 above shall, *inter alia*:
- a) review the performance of non-Independent Directors and the Board as a whole;
  - b) review the performance of the Chairman of the Board, taking into account the views of executive directors and non-executive Directors;

- c) assess the quality, quantity and timeliness of flow of information between the Management team and the Board that is necessary for the Board to effectively and reasonably perform their duties.
- 4.6 The Independent Directors shall not be entitled to any stock option.

## **5. APPOINTMENT OF KEY MANAGERIAL PERSONNEL**

- 5.1 It shall be mandatory for the Company to have the following whole-time Key Managerial Personnel: (i) Managing Director; (ii) Company Secretary; (iii) CFO; and (iv) CRO, subject to the provisions of this Articles and the approval of the Board.
- 5.2 The Company may appoint a CEO, subject to the provisions of this Articles and approval of the Board, who shall also be a Key Managerial Personnel.
- 5.3 The Managing Director, CEO and the CFO shall provide a compliance certificate to the Board on a quarterly basis, certifying that:
- (a) They have reviewed financial statements and the cash flow statement for the year/ year till date and that to the best of their knowledge and belief:
    - (i) these statements do not contain any materially untrue statement or omit any material fact or contain statements that might be misleading; and
    - (ii) these statements together present a true and fair view of the Company's affairs and are in compliance with existing accounting standards, applicable laws and regulations;
  - (b) There are, to the best of their knowledge and belief, no transactions entered into by the Company during the year/ year till date which are fraudulent, illegal or violative of the Company's code of conduct;
  - (c) They accept responsibility for establishing and maintaining internal controls for financial reporting and that they have evaluated the effectiveness of internal control systems of the Company pertaining to financial reporting and they have disclosed to the auditors and the audit committee, deficiencies in the design or operation of such internal controls, if any, of which they are aware and the steps they have taken or propose to take to rectify these deficiencies;
  - (d) They have indicated to the auditors and the Audit Committee:
    - (i) significant changes in internal control over financial reporting during the year/ year till date;
    - (ii) significant changes in accounting policies during the year/ year till date and that the same have been disclosed in the notes to the financial statements;
    - (iii) details pertaining to all related party transactions between Key Managerial Personnel and their Related Party(ies) on a periodic basis; and
    - (iv) instances of significant fraud of which they have become aware and the involvement therein, if any, of the Management Team or an Employee having a significant role in the Company's internal control system over financial reporting.
- 5.4 The Company shall not appoint or re-appoint any person as its Managing Director, Whole- time

Director or CEO for a term exceeding 5 (five) years at a time. Additionally, no re- appointment shall be made earlier than 1 (one) year before the expiry of the term of such Managing Director, Whole-time Director or CEO.

- 5.5 The appointment and replacement of, the terms and conditions for the appointment of, and the remuneration payable to, the Managing Director and CEO shall be subject to approval by the Board and the shareholders at the next General Meeting in accordance with this Articles.
- 5.6 The Company Secretary shall act as the secretary to all the Board Committees.

## **6. APPOINTMENT OF COMPLIANCE OFFICER**

- 6.1 The Board shall appoint the Company Secretary or any other suitably qualified Employee as the Compliance Officer of the Company.
- 6.2 Additionally, the Board shall appoint a suitably qualified Senior Employee of the Company as an Additional Compliance Officer of the Company.
- 6.3 The Compliance Officer of the Company shall be responsible for:
- a) ensuring conformity with the regulatory provisions applicable to the Company in letter and spirit and periodically notifying the shareholders of the Company if any lapse is identified (whether internally or by the Statutory Auditor of the Company);
  - b) co-ordination with and reporting to SEBI, recognized stock exchange(s) and depositories with respect to compliance with rules, regulations and other directives of these authorities in a manner as specified from time to time;
  - c) ensuring that the correct procedures have been followed that would result in the correctness, authenticity and comprehensiveness of the information, statements and reports filed by the Company under applicable SEBI regulations; and
  - d) monitoring the email address of the grievance redressal division as designated by the Company for the purpose of registering complaints by investors.
- 6.4 The Additional Compliance Officer of the Company shall be responsible for setting forth policies and procedures and shall monitor adherence to the applicable laws and regulations and policies and procedures including but not limited to directions of the Reserve Bank of India and other concerned statutory and governmental authorities.

## **7. APPOINTMENT OF STATUTORY AUDITOR AND INTERNAL AUDITOR**

- 7.1 The Board shall appoint a Statutory Auditor having good reputation, and as per requirements, if any, laid down by the Reserve Bank of India and Ministry of Corporate Affairs, from time to time. Pursuant to approval of the Board, the appointment of the Statutory Auditor will be approved by the shareholders in accordance with provisions of the Companies Act, 2013 and rules made thereunder.
- 7.2 In the event Internal audit department needs assistance in conducting and carrying out the internal audit, an external firm will be appointed with appropriate skills and reputation by the Board of Directors to support the internal audit department. Any such appointment shall be in line with the requirements, if any, laid down by the Reserve Bank of India and Ministry of Corporate Affairs, from time to time.
- 7.3 The term of the Statutory Auditor and the Internal Auditor shall be as per provisions of Companies

Act, 2013 and rules made thereunder, and/ or as per the requirements laid down by the Reserve Bank of India, from time.

- 7.4 The Company shall procure the rotation of the partners of the audit firm appointed as the Statutory Auditor or the internal auditor as may be prescribed by Reserve Bank of India or Ministry of Corporate Affairs from time to time.

## **8. NOMINATION AND REMUNERATION COMMITTEE**

### **8.1 Role of Nomination and Remuneration Committee**

The role of the Nomination and Remuneration Committee shall include the following:

- (a) formulation and evaluation of the criteria for determining qualifications, positive attributes and independence of a Director and recommend to the Board a policy relating to, the remuneration of the Directors, Key Managerial Personnel, Senior Employees and other Employees;
- (b) formulation of criteria for evaluation of the performance of Independent Directors and the Board;
- (c) devising a policy on diversity of the Board;
- (d) identifying persons who are qualified to become Directors and who may be appointed to the Management Team in accordance with the criteria laid down by the Nomination and Remuneration Committee, and recommending to the Board their appointment and removal;
- (e) whether to extend or continue the term of appointment of the Independent Directors, on the basis of the report of performance evaluation of Independent Directors; and
- (f) formulating any employee stock option plan or sweat equity plan.

### **8.2 Constitution of the Nomination and Remuneration Committee**

8.2.1 The Board shall constitute the Nomination and Remuneration Committee which shall comprise of at least 3 (three) non-executive Directors and at least 50% (fifty percent) of the members shall be Independent Directors. In addition to the requirements specified under the Act and the Articles, matters relating to appointment of Independent Directors and remuneration of Key Managerial Personnel would require the positive vote of a majority of non-Independent Directors.

8.2.2 The chairman of the Nomination and Remuneration Committee shall be an Independent Director elected by the members of the Nomination and Remuneration Committee present at a duly convened committee meeting.

8.2.3 The quorum for a meeting of the Nomination and Remuneration Committee shall require the presence of three-fourths of the members of the Nomination and Remuneration Committee. Every resolution of this committee shall require the vote of at least three-fourths of the members of the Nomination and Remuneration Committee present and voting.

8.2.4 The Chairman of the Nomination and Remuneration Committee may be present at the AGM to answer any questions raised by the shareholders; however, it shall be up to the

Chairman to decide who shall answer the questions raised byshareholders.

## **9. STAKEHOLDERS RELATIONSHIP COMMITTEE**

### **9.1 Role of the Stakeholders Relationship Committee**

The Stakeholders Relationship Committee shall consider and resolve the grievances of the security holders of the Company, including complaints related to the transfer of Shares, non- receipt of annual report and non-receipt of declared dividends.

### **9.2 Constitution of the Stakeholders Relationship Committee**

9.2.1 The Board shall constitute a Stakeholders Relationship Committee to consider and resolve the matters specified in Paragraph 9.1 above.

9.2.2 The chairman of this Stakeholders Relationship Committee shall be a nonexecutive Director and will be elected by the members of the Stakeholders Relationship Committee present at the meeting; and

9.2.3 The Board shall decide other members of the Stakeholders Relationship Committee in a manner contemplated under the Articles.

## **10. RISK MANAGEMENT COMMITTEE**

### **10.1 Role of the Risk Management Committee**

The Board shall define the role and responsibility of the Risk Management Committee, which shall include, but not be limited to, reviewing/ amending internal policies of the Company and monitoring compliance with such internal policies, and may delegate monitoring and reviewing of the risk management plan to the committee and such other functions as it may deem fit.

### **10.2 Constitution of the Risk Management Committee**

10.2.1 The Board shall constitute a Risk Management Committee which shall comprise ofat least 3 (three) non-executive Directors and at least 50% (fifty percent) of the members of such committee shall be Independent Directors. If a CEO and/ or any Whole-time Director has been appointed, then the Risk Management Committeemay choose to include such CEO and/ or Whole-time Director as additional members of the Risk Management Committee, on a case by case basis.

10.2.2 The chairman of the Risk Management Committee shall be an Independent Director who will be elected by the members of the Risk Management Committee present at a duly convened committee meeting. The Risk Management Committee may invite the CRO to its meetings and otherwise consult with the CRO as it sees appropriate. The Risk Management Committee may invite other members of the Management Team of the Company and shall invite each of the Directors appointed by the Large Shareholders, to participate in discussions of the Risk Management Committee.

10.2.3 The quorum for a meeting of the Risk Management Committee shall require the presence of three-fourths of the members of the Risk Management Committee. Every resolution of this committee shall be passed with a vote of at least three- fourths of the members of the Risk Management Committee present and voting.

## 11. ASSET - LIABILITY COMMITTEE

### 11.1 Role of the Asset - Liability Committee:

- 11.1.1 The Asset - Liability Committee shall be a decision-making unit responsible for balance sheet planning from a risk-return perspective including the strategic management of interest rate and liquidity risks. The Board shall have to decide on the role of the Asset - Liability Committee, its responsibilities as also the decisions to be taken by it. The business and risk management strategy of the Company shall ensure that the Company operates within the limits/ parameters prescribed by SEBI and the Reserve Bank of India.
- 11.1.2 Successful implementation of the risk management process shall require strong commitment on the part of the senior management in the Company, to integrate basic operations and strategic decision making with risk management. The Board shall have overall responsibility for management of risks and shall decide the risk management policy of the Company and set limits for liquidity, interest rate and equity price risks.
- 11.1.3 The Asset - Liability Committee shall be responsible for ensuring adherence to the limits set by the Board as well as for deciding the business strategy of the Company (on the assets and liabilities sides) in line with the Company's budget and decided risk management objectives.
- 11.1.4 Within 3 (three) months from the approval of this Articles, the Asset - Liability Committee shall formulate a policy for disbursement of loans including clear and identified guidelines and thresholds for granting of loans, disbursement of such loans (single asset, group exposure, guidelines for acceptance and rejection of proposals), and/or granting of commission to direct sales agents of the Company.
- 11.1.5 The business issues that the Asset - Liability Committee shall consider, *inter alia*, shall include product pricing for both deposits and advances, desired maturity profile and mix of the incremental assets and liabilities, prevailing interest rates offered by other peer NBFCs for similar services/ products, etc.
- 11.1.6 Any loan disbursed by the Company (i) exceeding 1% (one percent) of the net worth of the Company (or such enhanced threshold as may be approved by the Board in its annual review, with at least two-thirds of the Directors present voting in favour of such enhancement); or (ii) to a Related Party of the Company or any of the Key Managerial Personnel, shall require the unanimous approval of the Asset - Liability Committee and be subject to the approval of the Board.
- 11.1.7 In addition to monitoring the risk levels of the Company, the Asset - Liability Committee shall review the results of and progress in implementation of the decisions made in the previous meetings of the committee.
- 11.1.8 The Asset - Liability Committee shall also articulate the current interest rate view of the Company and base its decisions for future business strategy on this view.
- 11.1.9 In respect of the funding policy, for instance, its responsibility shall be to decide on source and mix of liabilities or sale of assets. Towards this end, it will have to develop a view on future direction of interest rate movements and decide on funding mixes between fixed v/s floating rate funds, wholesale v/s retail deposits, money market v/s capital market funding, domestic v/s foreign currency funding, etc.

## **11.2 Constitution of the Asset - Liability Committee:**

- 11.2.1 The Board shall constitute the Asset-Liability Committee which shall comprise of at least 3 (three) non-executive Directors and at least 50% (fifty percent) of the members shall be Independent Directors. To ensure commitment of the Management Team and timely response to market dynamics, the Managing Director shall be the chairman of the Asset - Liability Committee and the CRO shall be a permanent invitee to the meetings of the Asset-Liability Committee.
- 11.2.2 The Asset-Liability Committee may invite other members of the Management Team to attend and participate in discussions of the Asset-Liability Committee.
- 11.2.3 The number of members of the Asset - Liability Committee shall depend on the size of the Company, the business mix and the organizational complexity.
- 11.2.4 The Asset-Liability Committee may have sub-committees and support groups which shall be constituted by the Asset-Liability Committee.

## **11.3 Meetings of the Asset - Liability Committee**

The Board shall have to decide the frequency of holding meetings of the Asset - Liability Committee. The quorum for a meeting of the Asset - Liability Committee shall require the presence of three-fourths of the members of the Asset - Liability Committee. Every resolution of this committee shall be passed with a vote of at least three-fourths of the members of the Asset - Liability Committee in attendance. The chairman of the Asset - Liability Committee will be elected by the members of the Asset - Liability Committee present at a duly convened committee meeting.

## **12. AUDIT COMMITTEE**

### **12.1 Role of the Audit Committee**

- 12.1.1 to ensure that an information system audit of the internal systems and processes of the Company is conducted at least once in 2 (two) years to assess the operational risks faced by the Company;
- 12.1.2 oversight of the Company's financial reporting process and the disclosure of its financial information to ensure that the financial statement is correct, sufficient and credible;
- 12.1.3 recommendation for appointment, remuneration and terms of appointment of auditors of
- 12.1.4 approval of payment to Statutory Auditor and Internal Auditor for any other services rendered by the Statutory Auditor and Internal Auditor, respectively;
- 12.1.5 reviewing, with the Management Team, the annual financial statements and auditor's report thereon before submission to the Board for approval, with particular reference to:
  - a) matters required to be included in the director's responsibility statement to be included in the Board's report;
  - b) changes, if any, in accounting policies and practices and reasons for the same;
  - c) major accounting entries involving estimates based on the exercise of judgment by the Management Team;
  - d) significant adjustments made in the financial statements arising out of audit findings;

- e) compliance with listing and other legal requirements relating to financial statements;
  - f) disclosure of any Related Party transactions; and
  - g) modified opinion(s) in the draft audit report.
- 12.1.6 reviewing, with the Management Team, the quarterly financial statements before submission to the Board for approval;
  - 12.1.7 reviewing, with the Management Team, the statement of uses / application of funds raised through an issue (public issue, rights issue, preferential issue, etc.), the statement of funds utilized for purposes other than those stated in the offer document/ prospectus/ notice and the report submitted by the monitoring agency monitoring the utilization of proceeds of a public or rights issue, and making appropriate recommendations to the Board to take up steps in this matter;
  - 12.1.8 reviewing and monitoring the auditor's independence and performance, and effectiveness of the audit process;
  - 12.1.9 approval or any subsequent modification of transactions of the Company with Related Parties;
  - 12.1.10 scrutiny of inter-corporate loans and investments;
  - 12.1.11 valuation of undertakings or assets of the Company, wherever it is necessary;
  - 12.1.12 evaluation of internal financial controls and risk management systems;
  - 12.1.13 reviewing, with the management, performance of statutory and internal auditors, adequacy of the internal control systems;
  - 12.1.14 reviewing the adequacy of internal audit function, if any, including the structure of the internal audit department, staffing and seniority of the official heading the department, reporting structure coverage and frequency of internal audit;
  - 12.1.15 discussion with internal auditors of any significant findings and following up there on;
  - 12.1.16 reviewing the findings of any internal investigations by the internal auditors into matters where there is suspected fraud or irregularity or a failure of internal control systems of a material nature and reporting the matter to the Board;
  - 12.1.17 discussion with the Statutory Auditor before the audit commences, about the nature and scope of audit as well as post-audit discussion to ascertain any area of concern;
  - 12.1.18 to look into the reasons for substantial defaults in the payment to the depositors, debenture holders, shareholders (in case of non-payment of declared dividends) and creditors;
  - 12.1.19 to review the functioning of the whistle blower mechanism;
  - 12.1.20 approval of appointment of CFO after assessing the qualifications, experience and

background, etc. of the candidate;

12.1.21 to review the IT security/ data integrity/ data security policies and processes of the Company;

12.1.22 carrying out any other function as is mentioned in the terms of reference of the Audit Committee; and

12.1.23 the Audit Committee shall mandatorily review the following information:

- a) management discussion and analysis of financial condition and results of operations;
- b) statement of significant Related Party transactions (as defined by the Audit Committee), submitted by the Management Team;
- c) management letters/ letters of internal control weaknesses issued by the Statutory Auditor;
- d) internal audit reports relating to internal control weaknesses;
- e) the appointment, removal and terms of remuneration of the internal auditor shall be subject to review by the Audit Committee;
- f) quarterly statement of deviation(s) including report of monitoring agency, if applicable, submitted to stock exchange(s); and
- g) annual statement of funds utilized for purposes other than those stated in the offer document/ prospectus/ notice.

12.1.24 The Company shall establish a vigil mechanism for Directors and Employees to report genuine concerns. If any of the members of the Audit Committee have a conflict of interest in a given case, they shall recuse themselves and the other members on the Audit Committee shall deal with the matter in hand.

12.1.25 The vigil mechanism shall provide for adequate safeguards against victimization of persons who use such mechanism and make provision for direct access to the chairman of the Audit Committee in appropriate or exceptional cases. The details of establishment of such mechanism shall be disclosed by the Company on its website, if any, and in the Board's report.

## 12.2 **Constitution of the Audit Committee**

12.2.1 The Board shall constitute a qualified and independent Audit Committee which shall have a minimum of 3 (three) Directors with at least two-thirds of the members of the Audit Committee being Independent Directors.

12.2.2 All members of the Audit Committee shall be financially literate and at least 2 (two) members shall have accounting or related financial management expertise.

12.2.3 The chairman of the Audit Committee shall be an Independent Director who will be elected by the members of the Audit Committee present at the committee meeting. The chairman of the Audit Committee shall be present at the AGM to answer queries from the shareholders of the Company.

## 12.3 **Powers of the Audit Committee**

12.3.1 The Audit Committee shall have powers to investigate any activity within its terms of

reference, seek information from any Employee, obtain outside legal or other professional advice and secure attendance of outsiders with relevant expertise, if it considers necessary.

12.3.2 The Statutory Auditor and the Key Managerial Personnel shall have a right to be heard in the meetings of the Audit Committee when it considers the auditor's report but shall not have the right to vote.

**12.4 Meetings of the Audit Committee**

12.4.1 The Audit Committee shall meet at least 4 (four) times in a year and not more than 120 (one hundred and twenty) days shall elapse between 2 (two) meetings.

12.4.2 The quorum for an Audit Committee meeting shall either be 3 (three) members or three-fourths of the members of the Audit Committee, whichever is greater, with at least 2 (two) Independent Directors. Every resolution of the Audit Committee shall be passed with a vote of at least three-fourths of the members of the Audit Committee in attendance.

### **13. GRIEVANCE REDRESSAL MECHANISM**

13.1 The Company shall ensure that adequate steps are taken for expeditious redressal of investor complaints.

13.2 The Company shall ensure that it is registered on the SCORES platform or such other electronic platform or system of SEBI as shall be mandated from time to time, in order to handle investor complaints electronically in the manner specified by SEBI.

13.3 The Company shall file with the recognized stock exchange(s) on a quarterly basis, within 21 (twenty one) days from the end of each quarter, a statement giving the number of investor complaints pending at the beginning of the quarter, those received during the quarter, disposed of during the quarter and those remaining unresolved at the end of the quarter. The said statement shall be placed, on a quarterly basis, before the Board.

### **14. MEETINGS OF THE BOARD**

14.1 The Board shall hold regular meetings at the registered office of the Company, or such other location as is agreed by a majority of the Board, at least once in every 3 (three) months, and at least 4 (four) such meetings shall be held in every calendar year. The date of the next Board meeting shall be confirmed at the previous Board meeting. A meeting of the Board may be called by any Director, and the Company Secretary shall, upon requisition by a Director convene the same in accordance with this Paragraph 14.

14.2 The notice for any Board meeting and meeting of any Board Committees shall be sent to the Directors at least 7 (seven) Days prior to the meeting together with the agenda; provided however, that any Board meeting may be held by providing shorter notice if consent to such Board Meeting is given in writing or by electronic mode by all the Directors entitled to vote at such meeting. Such notice shall also contain all the relevant documents and supporting information for the same.

14.3 A Board meeting may be called at shorter notice to transact urgent business subject to the condition that at least 1 (one) Independent Director shall be present at the meeting and that the decisions taken at such a meeting shall be circulated to all the Directors and shall be final only upon ratification by at least 2 (two) Large Shareholder nominee Directors. Further, no business shall be transacted at any Board meeting duly convened and held other than that specified in the agenda.

14.4 The quorum for a meeting of the Board shall require the presence of at least 9 (nine) Directors, or a higher number of Directors, as prescribed under the Act, including the presence of at least half

of the total nominee directors appointed by the Large Shareholders. However, in the event where at least half of the nominee directors appointed by the Large Shareholders are not able to attend a meeting, then presence of the remaining directors attending such meeting shall form a quorum subject to compliance with the extant provisions on quorum under the applicable laws and a written consent being obtained from such nominee directors who are not able to attend such meeting.

- 14.5 Each Director (an “**Original Director**”) shall be entitled to nominate an alternate director (“**Alternate Director**”) in his/ her place and such Alternate Director shall serve in the absence of the Original Director in accordance with the provisions of the Act. No person shall be appointed as an Alternate Director for an Independent Director unless such a person is qualified to be appointed as an Independent Director.
- 14.6 Any appointment of an individual as an Alternate Director shall be done in accordance with Section 161 of the Act and shall take place as the first item of business at the Board meeting following receipt by the Company of such nomination. Upon the appointment of an Alternate Director, the Company shall ensure compliance with the provisions of the Act, including by filing necessary forms with the Registrar of Companies. The Alternate Director shall be entitled to receive notice of all meetings and to attend and vote at such meetings in place of the Original Director (including in relation to meetings of Board Committees) and generally to perform all functions of the Original Director in his absence.
- 14.7 Subject to the provisions of Paragraph 14.10 below and provisions of the Act, a decision made and/ or a resolution passed at a meeting of the Board shall be valid, only if passed at a validly constituted meeting, and such decisions/ resolutions are approved of by the majority of the Directors present and voting at such meeting of the Board.
- 14.8 A Director may attend a Board meeting through video conferencing or other audio visual means in accordance with the provisions under the Act and rules, circulars, notifications, guidelines, clarifications etc. issued thereunder.
- 14.9 A written resolution circulated in draft along with the necessary papers to all the Directors by email who are then members of the Board or a Board Committee shall be valid and effective only if approved by the requisite majority as prescribed for such matters under the Articles, as if decision on such matters were taken at a duly convened meeting of the Board or Board Committee.
- 14.10 Notwithstanding anything to the contrary in this Articles, the Board shall not make decisions or undertake any actions in relation to the following matters, unless at least three-fourths of the Directors (present and voting at a duly convened Board meeting) vote in favour of such matter:
  - a) authorize or make any change in the issued, subscribed or paid-up share capital of the Company;
  - b) issue any Shares or other securities having structural or legal or preference over or ranking senior to (or *pari passu* with) the Shares with respect to any matter, including without limitation, dividend rights, voting rights or liquidation preference, either as a public offering or private sale or issue of any Shares or other securities of the Company;
  - c) reorganize the share capital of the Company, by way of fresh issuance of Shares or any securities or by redemption, retirement or repurchase/buyback of any shares or securities;
  - d) issue of employee stock options or granting of similar benefits;
  - e) issue convertible debentures or warrants or grant any options over its shares or any stock splits or consolidation of its share capital;
  - f) make any changes (directly or indirectly) in class rights for Shares or share equivalents;

- g) directly or indirectly declare, authorize or pay any dividend or make any distribution in relation to any Shares or share equivalents of the Company;
- h) adopt, approve any new business plan in relation to the Company or any part of it or amend the Business Plan, in any material manner;
- i) adopt or approve the annual budget in relation to the Company or any part of it or amend the annual budget of the Company;
- j) adopt, amend or repeal any provision in the Company's constitutional documents;
- k) amend or repeal or authorize any amendment or other action in respect of this Articles and/ or the Manual of Authority;
- l) amend or repeal or authorize any amendment or other action in relation to the powers of the members of the Management Team, the terms of the appointment letter of the members of the Management Team, or the appointment or removal of members of the Management Team;
- m) enter into derivative contracts of any kind;
- n) mergers, demergers, spin-offs, amalgamations, consolidations or any other similar form of corporate restructuring of the Company and/or its subsidiary;
- o) authorize or incur any financial indebtedness of the Company which is in excess of the limits set from time to time by the Asset Liability Committee with the approval of the Board;
- p) authorize or incur any financial indebtedness of the Company which results in the debt/ equity of the Company exceeding 5x levels or such other limits as may be approved by the Board in its review every 2 (two) years, with at least two-thirds of the Directors present voting in favour of such enhancement;
- q) incur any single item of capital or revenue expenditure by the Company (including acquiring a business or asset) greater than Rs.10,00,00,000 (Rupees Ten Crores only);
- r) authorize or undertake any arrangement for the disposal by the Company of any assets not in the ordinary course of business;
- s) approve the agenda for the General Meeting;
- t) give or renew security for, or the guaranteeing of financial indebtedness of the Company or any third parties, or creating any encumbrance on the assets of the Company and/ or the subsidiary;
- u) divest or sell capital assets (including but not limited to a transfer, surrender, lease or exchange) by the Company, other than inter-se transfers between the Company and its subsidiary, acquisition of assets under business transfer/ slump sale agreements or businesses, creation of joint ventures/partnerships/ subsidiaries, or any other investments or entering into any such combination with any Person;
- v) appoint, remove or replace any Statutory Auditor;
- w) amend, extend or add to any Key Management Personnel and Senior Employees incentive arrangements;
- x) enter into an agreement or arrangement between the Company and (i) any member of the Company, (ii) Key Managerial Personnel and (iii) any Related Party to any such member or

Key Managerial Personnel;

- y) incorporate any subsidiary or close down, wind up or liquidate the Company or any subsidiary of the Company;
- z) acquire the whole or any part of any other business or undertaking (other than the purchase of supplies and stock in the ordinary course of business) or acquire any shares or any option over shares in the capital of any company;
- aa) constitute a Board Committee and finalizing the role and responsibilities of such Board Committee including the committees constituted under this Articles;
- bb) formulate, adopt or amend the terms of the Manual of Authority or any policy constituted under this Articles;
- cc) approve any expense (i) of Key Managerial Personnel and Senior Employees (above an agreed threshold); (ii) of an amount exceeding Rs.10,00,00,000 (Rupees Ten Crores Only); (iii) resulting in a deviation from the annual budget of the Company by more than 10% (ten percent) (or such enhanced deviation as may be approved by the Board in its annual review, with at least two-thirds of the Directors present voting in favour of such enhancement);
- dd) make any treasury or other investments by the Company;
- ee) withdrawal of authority to members of the Management Team;
- ff) make any material change in the nature of the Company's business; (gg) disposal of all or substantially all of the assets of the Company; and (hh) any change to the listing status of the Company's Shares.

However, no Director shall vote on matters specified above, in which such a Director is interested. An interested Director shall mean a Director who in any way, whether by himself or through any of his relatives or any firm, body corporate or other association of individuals in which he or any of his relatives is a partner, director or a member, is interested in a contract or arrangement, or proposed contract or arrangement, entered into or to be entered into by or on behalf of the Company.

## 15. SHAREHOLDER MEETING

- 15.1 The Company shall hold at least 1 (one) General Meeting in any given calendar year. The AGM shall be held in each calendar year within 6 (six) months following the end of the previous Financial Year of the Company. All General Meetings other than the AGM shall be EGMs. All General Meetings shall be governed by the Act and the Articles.
- 15.2 The prior written notice of at least 21 (twenty one) days before the General Meeting shall be given to all shareholders of the Company either in writing or through electronic mode; provided however, that any General Meeting may be held on shorter notice if consent is given in writing or by electronic mode by not less than 95% (ninety five percent) of the members entitled to vote at such meeting. All notices shall be accompanied by an agenda setting out the particular business proposed to be transacted at such General Meeting. Every notice shall specify the place, date and hour of the General Meeting and shall contain an agenda and accompanying materials with a statement of the business to be transacted thereat and where any such business consists of special business, as defined under the Act, there shall be annexed to the notice an explanatory statement in accordance with Section 102 (statement to be annexed to notice) of the Act. No business shall

be transacted at any General Meeting duly convened and held other than that specified in the notice.

- 15.3 The following matters shall require the approval of two-thirds of the Votes cast in a General Meeting:
- (a) all matters in relation to a takeover of a company or acquiring a controlling or substantial stake in another company or purchase of the whole or substantially the whole of the undertaking of another company;
  - (b) appointment or removal of Independent Directors; and
  - (c) any matter referred to in Paragraph 14.10 and such other matters as the Board may resolve from time to time that requires the approval of two-thirds of the Votes cast at a General Meeting.
- 15.4 All special resolution items as per the Act shall require the approval of three-fourths of the Votes cast in a General Meeting.

## **16. FLOW OF AUTHORITY AND MANAGEMENT TEAM**

- 16.1 In accordance with the Articles and this Articles, the Board may delegate certain powers of management to the Management Team led by the Managing Director.
- 16.2 The members of the Management Team (other than the Managing Director) shall be appointed and removed by the Managing Director, provided always that the Managing Director shall not appoint any candidate to the role of CFO unless such candidate shall have been approved by the Audit Committee.
- 16.3 The Nomination and Remuneration Committee shall have oversight over the Management Team.
- 16.4 The flow of authority with respect to the operations of the Company is set out in Paragraph 18 below.
- 16.5 The Managing Director shall report to the Board, and all officers of the Company including the other members of the Management Team shall report to the Managing Director.
- 16.6 The powers of the Managing Director shall be as set out in this Articles (approved by the Board in accordance with the Articles). The Managing Director shall also be held accountable for due compliance of the provisions of this Articles. He shall be held responsible and accountable for any deviations from the provisions of this Articles and the Manual of Authority and any such breaches shall result in the termination of his appointment as Managing Director.

## **17. ROLES AND RESPONSIBILITY OF THE MANAGEMENT TEAM**

- 17.1 Managing Director
- The Managing Director will have primary responsibility for day to day operation of the Company's business and shall report to the Board.
- 17.2 The CEO (if appointed) shall be responsible for running the day to day functioning of the Company, under the supervision of the Managing Director and the Board.

17.3 The CFO is responsible for all financial functions of the Company including:

- (a) treasury, which includes banking, investment, hedging activity, cash management etc. within the limits defined by the Manual of Authority (once adopted);
- (b) financial accounting and reporting;
- (c) financial planning and control;
- (d) property (i.e. fixed assets of the Company); and
- (e) investor relations

However, in case the Company appoints a separate designated official(s) to discharge any of the above duties then such official shall be responsible to manage the said function under the directions of the Managing Director.

17.4 The CRO is responsible for the following functions in relation to the Company and shall report to the Board:

- (a) manage the implementation of all aspects of the risk function, including implementation of processes, tools and systems to identify, assess, measure, manage, monitor and report risks;
- (b) provide an annual compliance certificate to the Board regarding the risk management practices, write off policies, credit disbursement mechanisms of the Company;
- (c) assist in the development of and manage processes to identify and evaluate business areas' risks and risk and control self-assessments;
- (d) manage the process for developing risk policies and procedures, risk limits and approval authorities;
- (e) monitor major and critical risk issues;
- (f) manage the process for elevating control risks to more senior levels when appropriate;
- (g) manage the corporate risk and control assessment reporting process as well as manage and maintain infrastructure elements (e.g. management reporting, including reporting to senior management); and
- (h) conduct compliance & risk assessments.

## **18. AUTHORITY LIMITS OF THE MEMBERS OF THE MANAGEMENT TEAM**

The Board will, within 3 (three) months of first adoption of this Articles, seek to finalize and adopt a Manual of Authority which will specify in detail the matters in relation to which relevant categories of Employees may be authorized to approve routine decisions in connection with the Company's business. Until such policy and other required policies are approved by the Board, funds of the Company can only be invested with the approval of the Board and into government securities or AAA rated instruments. Until such policy is formulated and approved by the Board, the Company shall only use existing cash in its books for meeting expenses of the Company.

## **19. GENERAL GUIDELINES AND PRINCIPLES**

19.1 The overall financial limits in this Articles and the Manual of Authority will apply in respect to the

powers delegated to the Management Team.

- 19.2 In the event of a contradiction between this Articles and various other internal policies/ manuals/ standard operating procedures, this Articles shall prevail.
- 19.3 A position holder delegated with authority shall not approve any expenditure or disbursement of loan for his own personal benefit or for the benefit of any Related Party of the Company. If there is any requirement to approve expenses for personal expenditure in connection with the Company's business, such approval should be obtained from higher authority only.
- 19.4 Authority limits contained in the Manual of Authority are determined in Indian Rupees. Expenditures in any other currency should be converted into Indian Rupees at the appropriate exchange rate as published by the Reserve Bank of India ("**RBI**") on its official website to ensure that the correct level of authority is applied to each transaction.
- 19.5 Any deviation from the approval requirements as set out in this Articles and the Manual of Authority is considered abuse of this Articles and is prohibited. Only the Managing Director can approve deviations up to his authority limit and deviations in excess of such authority limit will have to be approved by the Board.
- 19.6 A series of transactions that should be reasonably connected with each other because of the nature of the transactions shall be considered as a single transaction for the purpose of determining the approval and authority limits envisaged in this Articles. It is prohibited to split a commitment or transaction into 2 (two) or more parts to fit within the authority limit.
- 19.7 It is also prohibited to receive services or goods from a supplier, direct selling agents, recruitment agencies or advisors on behalf of the Company or provide such services or goods to a person on behalf of the Company without having the proper authority to do so or complying with the applicable procedures.
- 19.8 The Board will, within 3 (three) months of first adoption of this Articles, seek to finalize and adopt a Gift and Entertainment Policy which will specify in detail the gifts and entertainment that are prohibited and those that can be given or received, and other record keeping requirements for the Company.
- 19.9 The Board will, within 1 (one) month of first adoption of this Articles, seek to finalize and adopt a Treasury Operations and Surplus Cash Deployment Policy which will specify in detail the guidelines and policies for the treasury operations and surplus cash deployment of the Company.
- 19.10 Notwithstanding anything to the contrary in this Articles, the Articles shall be subject to applicable law; and in the event any provision, clause or Paragraph of this Articles is inconsistent with or contravenes applicable law (from time to time), the Board shall take necessary steps to modify or amend the Articles in order to make such provision, clause or Paragraph consistent with applicable law.

## **20. TEMPORARY DELEGATION OF AUTHORITY**

Temporary delegation of authority shall be allowed in circumstances where the delegator is not physically present to sign documentation due to an extended period of absence (for instance duty travel or leave). Notwithstanding the delegation of authority, the delegator will not be absolved from his responsibility. Each delegation of authority must be evidenced in writing. The signatory signing on behalf

of others must sign "pp" (post of original signatory). The delegate shall not have the authority to further delegate to a third person (e.g. signatories to whom powers have been delegated cannot delegate such powers to their subordinate staff). In the absence of such signatories, these powers move upward to the superiors of the original signatory.

## **21. WITHDRAWAL OF AUTHORITY**

The Board may withdraw the authority granted to the Managing Director and other members of the Management Team only with the approval of the three- fourth majority of the Board in accordance with this Articles.

## **22. COMPLIANCE MONITORING**

- 22.1 The Audit Committee shall verify the compliance of this Articles as a part of its regular compliance audits.
- 22.2 In the event of any occurrence or arising of any matter which is likely to have a material impact on the business or the financial position of the Company, or the Company's ability to perform its obligations under this Articles, such information shall be communicated to all Directors without delay in writing, and no later than 48 (forty eight) hours of the Company becoming aware of its occurrence. Any Director or the Large Shareholders have the right to appoint an advisor to conduct an audit of the Company thereafter, at the cost of the Company. The Company shall support such advisor in its audit.

## **23. CHANGE MANAGEMENT PROCESS**

- 23.1 This Articles may be updated from time to time in line with the Company's requirements. The Board will be responsible for the maintenance of this Articles. Any request for a change of a particular paragraph of this Articles shall be submitted to the Board and no amendment shall be effective unless approved by the Board in accordance with this Articles.
- 23.2 The Managing Director will approve any change to the authority matrix set out in this Articles, as long as it is within the authorized limits of the Managing Director to do so. Any further deviations and/ or amendments will require the approval of the Board in the manner set out in this Articles.
- 23.3 Subject to Paragraph 14.10(cc), changes that do not affect the Managing Director's authority but impacts Employees below the level of the Managing Director are effective once approved by the Managing Director. However, such changes need to be notified to the Board. Changes to the authority of the Managing Director, Board and Board Committees will require the approval of the Board in the manner set out in the Articles.

## **24. THE COMMON SEAL**

The Board shall provide for the safe custody of the seal. The seal of the company shall not be affixed to any instrument except by the authority of a resolution of the Board or of a committee of the Board authorized by it in that behalf, and except in the presence of the Managing Director or of a director and of the secretary or such other person as the Board or of a committee of the Board may appoint for the purpose; and such Managing Director or a director and the secretary or such other person aforesaid shall sign every instrument to which the seal of the company is so affixed in their presence.

## **MATERIAL CONTRACTS AND DOCUMENTS FOR INSPECTION**

The following contracts which are or may be deemed material have been entered or are to be entered into by our Company. These contracts and also the documents for inspection referred to hereunder, may be inspected on Working Days at the Registered Office of our Company situated at Equinox Business Park, Tower 3, Fourth Floor, Off BKC, LBS Road, Kurla, Mumbai - 400070, Maharashtra, India between 10:00 am to 5:00 pm on any Working Day from the date of the filing of this Prospectus with Stock Exchanges until the Issue closing date.

### **MATERIAL CONTRACTS**

1. Issue Agreement dated September 24, 2024 between our Company and the Lead Manager.
2. Registrar Agreement dated September 24, 2024 between our Company and the Registrar to the Issue.
3. Debenture Trustee Agreement dated September 24, 2024 between our Company and the Debenture Trustee.
4. Agreed form of Debenture Trust Deed to be executed between our Company and the Debenture Trustee.
5. Agreed form of Deed of Hypothecation to be executed between our Company and the Debenture Trustee.
6. Public Issue Account and Sponsor Bank Agreement dated October 04, 2024, executed amongst our Company, the Registrar, the Public Issue Account Bank, Refund Bank and Sponsor Bank, and the Lead Manager.
7. Consortium Agreement dated October 03, 2024 executed between our Company, the Consortium Members and the Lead Manager.
8. Tripartite Agreement dated March 20, 2019 between our Company, the Registrar to the Issue and CDSL.
9. Tripartite Agreement dated March 20, 2019 between our Company, the Registrar to the Issue and NSDL.

### **MATERIAL DOCUMENTS**

1. Memorandum and Articles of Association of our Company, as amended to date.
2. Original Certificate of Incorporation dated February 10, 1993, issued by Registrar of Companies, Mumbai.
3. Revised Certificate of Incorporation dated September 26, 2018 on change of name from “Chokhani Securities Limited” to “UGRO Capital Limited”.
4. The Certificate of Registration number 13.00325 dated March 11, 1998 and subsequently revised on October 26, 2018 upon change of name of the Company as issued by RBI under Section 45-IA of the RBI Act.
5. The Certificate of Registration number N-13.02475 dated January 09, 2024 as issued by RBI in terms of its powers under Section 3 of the Factoring Regulation Act, 2011.
6. Copy of resolution passed at the meeting of the Board of Directors held on May 02, 2024 authorising an issue of non-convertible debentures for an amount aggregating up to ₹ 4,500 Crores (Rupees Four Thousand Five Hundred Crore only).
7. Copy of resolution passed at the meeting of the Board of Directors approving the overall borrowing limit and security creation limits held on May 02, 2024.
8. Copy of shareholders resolution passed at the Annual General Meeting pursuant to section 180 (1) (c) of the Companies Act, 2013 held on August 08, 2024 approving the overall borrowing limits of the Board of Directors of our Company.
9. Copy of the resolution passed by the Investment and Borrowing Committee dated September 24, 2024 for approving the Issue Size and authorising, the authorised persons for attesting the Draft Prospectus.

10. Copy of the resolution passed by the Investment and Borrowing Committee on September 24, 2024 approving the Draft Prospectus.
11. Copy of the resolution passed by the Investment and Borrowing Committee on October 04, 2024 approving this Prospectus
12. Copy of resolution appointing company secretary and compliance officer passed by our Board of Directors at its meeting held on October 26, 2023.
13. Credit rating letter dated September 06, 2024 by India Ratings and Research Private Limited assigning a rating of “IND A+/ Stable” for the Issue with rating rationale and press release dated September 06, 2024.
14. Consents of the Directors, Chief Financial Officer, Company Secretary and Compliance Officer, Lead Manager, Legal Advisor to the Issue, Credit Rating Agency, Bankers to our Company, CARE Analytics and Advisory Private Limited, Registrar to the Issue and the Debenture Trustee, Consortium Member and Banker to the Issue for the NCDs, to include their names in this Prospectus, in their respective capacities.
15. Consent of CARE Analytics & Advisory Private Limited dated September 19, 2024 as the agency issuing the industry report titled “Research Report on NBFCs” dated September 19, 2024 forming part of the Industry Overview chapter.
16. The consent of the Statutory Auditors, namely, M/S Sharp & Tannan Associates, Chartered Accountants dated September 24, 2024, for inclusion of their name as the Statutory Auditors and experts in respect of the report dated July 31, 2024, relating to Unaudited Financial Results included in this Prospectus. The consent of the Statutory Auditors has not been withdrawn as on the date of this Prospectus.
17. The consent of the Independent Chartered Accountants, namely, Maheshwari & Co, Chartered Accountants dated October 04, 2024, for inclusion of their name as the Independent Chartered Accountants and experts in respect of the statement of tax benefits dated October 04, 2024, included in this Prospectus. The consent of the Independent Chartered Accountants has not been withdrawn as on the date of this Prospectus.
18. Investment Agreement dated April 11, 2023 executed between Danish Sustainable Development Goals Investment Fund K/S, our Company, Poshika Advisory Services LLP, Sachindra Nath and Poshika Financial Ecosystem Private Limited.
19. The Statement of Tax Benefits issued by Maheshwari & Co, Chartered Accountants dated October 04, 2024
20. Annual Reports of our Company for the last three financial years ended March 31, 2024, March 31, 2023 and March 31, 2022.
21. Audited Financial Statements of our Company for the year ending March 31, 2024, March 31, 2023 and March 31, 2022.
22. The limited review report dated July 31, 2024 in relation to the three months period ended June 30, 2024 on the Unaudited Financial Results of our Company.
23. In-principle listing approval from NSE by its letter no. NSE/LIST/D/2024/0303 dated September 26, 2024.
24. In-principle listing approval from BSE by its letter no. DCS/BM.PI-BOND/21/24-25 dated September 26, 2024.
25. Due Diligence Certificate dated September 24, 2024 from Debenture Trustee to the Issue.
26. Due Diligence Certificate dated October 04, 2024 filed by the Lead Manager with SEBI.

## DECLARATION

I hereby certify and declare that all applicable legal requirements in connection with the Issue, including under the Companies Act, 2013, and the rules made thereunder, the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, the Securities Contracts (Regulation) Act, 1956 and the rules made thereunder, the Securities and Exchange Board of India Act, 1992 and the rules and regulations made thereunder, each as amended, and the rules/regulations/guidelines/ circulars issued by the Government of India and/or the regulations/guidelines/circulars issued by the Reserve Bank of India, the Securities and Exchange Board of India and other competent authorities in this respect, from time to time, have been duly complied with and that no statement made in this Prospectus contravenes any such requirements. I hereby confirm that the compliance with the Securities and Exchange Board of India Act, 1992 or rules made there under does not imply that payment of dividend or interest or repayment of debt securities, is guaranteed by the Central Government.

I further certify that all the disclosures and statements made in this Prospectus are true, accurate, correct and complete in all material respects, are in conformity with Companies Act, 2013, Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, the Securities Contracts (Regulation) Act, 1956, and the rules made thereunder including the Securities Contracts (Regulation) Rules, 1957, the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, the Securities and Exchange Board of India Act, 1992 or rules made there under, regulations or guidelines or circulars issued, as the case may be and do not omit disclosure of any material information that may make the statements made herein, in the light of circumstances in which they were made, misleading and that this Prospectus does not contain any misstatements. Furthermore, all the monies received under this Issue, shall be used only for the purposes and objects indicated in this Prospectus. Whatever is stated in this Prospectus is true, correct and complete and no information material to the subject matter of this Prospectus has been suppressed or concealed and is as per the original records maintained by our Promoters subscribing to the Memorandum of Association and Articles of Association. The contents of this Prospectus have been perused by the Board of Directors, and the final and ultimate responsibility of the contents mentioned herein shall also lie with the Board of Directors.

### Signed on behalf of the Company

KISHORE  
KUMAR LODHA



Digitally signed by  
KISHORE KUMAR LODHA  
Date: 2024.10.04 18:30:53  
+05'30'

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**Kishore Kumar Lodha**

*Chief Financial Officer*

Date: October 04, 2024

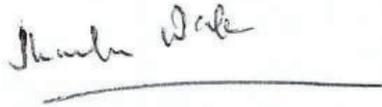
Place: Dubai

## DECLARATION

I hereby certify and declare that all applicable legal requirements in connection with the Issue, including under the Companies Act, 2013, and the rules made thereunder, the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, the Securities Contracts (Regulation) Act, 1956 and the rules made thereunder, the Securities and Exchange Board of India Act, 1992 and the rules and regulations made thereunder, each as amended, and the rules/regulations/guidelines/ circulars issued by the Government of India and/or the regulations/guidelines/circulars issued by the Reserve Bank of India, the Securities and Exchange Board of India and other competent authorities in this respect, from time to time, have been duly complied with and that no statement made in this Prospectus contravenes any such requirements. I hereby confirm that the compliance with the Securities and Exchange Board of India Act, 1992 or rules made there under does not imply that payment of dividend or interest or repayment of debt securities, is guaranteed by the Central Government.

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**Signed on behalf of the Company**



**Shachindra Nath**

*Vice Chairman and Managing Director*

DIN: 00510618

Date: October 04, 2024

Place: Mumbai

**ANNEXURE A- RATING, RATIONALE AND PRESS RELEASE**

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Kishore Lodha  
Chief Financial Officer  
4th Floor, Tower 3, West Wing  
Equinox Business Park  
LBS Road, Kurla (West)  
Mumbai - 400070

September 06, 2024

*Dear Sir/Madam,*

**Re: Rating Letter for non-convertible debenture (NCD) programme of UGRO Capital Limited**

India Ratings and Research (Ind-Ra) has taken the following rating actions on UGRO Capital Limited's (UGRO) debt instruments:

Instrument Type	Date of Issuance	ISIN	Coupon Rate (%)	Maturity Date	Size of Issue (million)	Rating assigned along with Outlook/Watch	Rating Action
Non-convertible debentures	-	-	-	-	INR2,000	IND A+/Stable	Assigned

In issuing and maintaining its ratings, India Ratings relies on factual information it receives from issuers and underwriters and from other sources India Ratings believes to be credible. India Ratings conducts a reasonable investigation of the factual information relied upon by it in accordance with its ratings methodology, and obtains reasonable verification of that information from independent sources, to the extent such sources are available for a given security.

The manner of India Ratings' factual investigation and the scope of the third-party verification it obtains will vary depending on the nature of the rated security and its issuer, the requirements and practices in India where the rated security is offered and sold, the availability and nature of relevant public information, access to the management of the issuer and its advisers, the availability of pre-existing third-party verifications such as audit reports, agreed-upon procedures letters, appraisals, actuarial reports, engineering reports, legal opinions and other reports provided by third parties, the availability of independent and competent third-party verification sources with respect to the particular security or in the particular jurisdiction of the issuer, and a variety of other factors

Users of India Ratings' ratings should understand that neither an enhanced factual investigation nor any third-party verification can ensure that all of the information India Ratings relies on in connection with a rating will be accurate and complete. Ultimately, the issuer and its advisers are responsible for the accuracy of the information they provide to India Ratings and to the market in offering documents and other reports. In issuing its ratings India Ratings must rely on the work of experts, including independent auditors with respect to financial statements and attorneys with respect to legal and tax matters. Further, ratings are inherently forward-looking and embody assumptions and predictions about future events that by their nature cannot be verified as facts. As a result, despite any verification of current facts, ratings can be affected by future events or conditions that were not anticipated at the time a rating was issued or affirmed.

India Ratings seeks to continuously improve its ratings criteria and methodologies, and periodically updates the descriptions on its website of its criteria and methodologies for securities of a given type. The criteria and methodology used to determine a rating action are those in effect at the time the rating action is taken, which for public ratings is the date of the related rating action commentary. Each rating action commentary provides information about the criteria and methodology used to arrive at the stated rating, which may differ from the general criteria and methodology for the applicable security type posted on the website at a given time. For this reason, you should

always consult the applicable rating action commentary for the most accurate information on the basis of any given public rating.

Ratings are based on established criteria and methodologies that India Ratings is continuously evaluating and updating. Therefore, ratings are the collective work product of India Ratings and no individual, or group of individuals, is solely responsible for a rating. All India Ratings reports have shared authorship. Individuals identified in an India Ratings report were involved in, but are not solely responsible for, the opinions stated therein. The individuals are named for contact purposes only.

Ratings are not a recommendation or suggestion, directly or indirectly, to you or any other person, to buy, sell, make or hold any investment, loan or security or to undertake any investment strategy with respect to any investment, loan or security or any issuer. Ratings do not comment on the adequacy of market price, the suitability of any investment, loan or security for a particular investor (including without limitation, any accounting and/or regulatory treatment), or the tax-exempt nature or taxability of payments made in respect of any investment, loan or security. India Ratings is not your advisor, nor is India Ratings providing to you or any other party any financial advice, or any legal, auditing, accounting, appraisal, valuation or actuarial services. A rating should not be viewed as a replacement for such advice or services. Investors may find India Ratings ratings to be important information, and India Ratings notes that you are responsible for communicating the contents of this letter, and any changes with respect to the rating, to investors.

It will be important that you promptly provide us with all information that may be material to the ratings so that our ratings continue to be appropriate. Ratings may be raised, lowered, withdrawn, or placed on Rating Watch due to changes in, additions to, accuracy of or the inadequacy of information or for any other reason India Ratings deems sufficient.

Nothing in this letter is intended to or should be construed as creating a fiduciary relationship between India Ratings and you or between India Ratings and any user of the ratings.

In this letter, "India Ratings" means India Ratings & Research Pvt. Ltd. and any successor in interest.

We are pleased to have had the opportunity to be of service to you. If we can be of further assistance, please email us at [infogrp@indiaratings.co.in](mailto:infogrp@indiaratings.co.in)

Sincerely,

India Ratings



**Pankaj Naik**  
**Director**

## India Ratings Assigns UGRO Capital's Additional NCDs 'IND A+'/Stable; CPs 'IND A1+'; Affirms Existing Ratings

Sep 06, 2024 | Non Banking Financial Company (NBFC)

India Ratings and Research (Ind-Ra) has taken the following rating actions on UGRO Capital Limited's (UGRO) debt instruments:

### Details of Instruments

Instrument Type	Date of Issuance	ISIN	Coupon Rate (%)	Maturity Date	Size of Issue (million)	Rating assigned along with Outlook/Watch	Rating Action
Non-convertible debentures#	-	-	-	-	INR11,000	IND A+/Stable	Affirmed
Bank loans	-	-	-	-	INR26,000	IND A+/Stable	Affirmed
Commercial papers	-	-	-	7 to 365 days	INR2,000	IND A1+	Affirmed
Subordinate debt#					INR500	IND A+/Stable	Affirmed
Non-convertible debentures#	-	-	-	-	INR2,000	IND A+/Stable	Assigned
Commercial papers	-	-	-	7 to 365 days	INR1,000	IND A1+	Assigned

#details in annexure

### Analytical Approach

Ind-Ra continues to take a standalone view of UGRO to arrive at the ratings.

### Detailed Rationale of the Rating Action

The ratings reflect the continued growth in UGRO's franchise in 1QFY25 along with its demonstrated track record of capital raising, providing visibility on future growth plans. The ratings also reflect the diverse funding, with a healthy share of funding from banks and development financial institutions in its overall borrowing mix, its wide product offerings for micro, small and medium enterprises (MSMEs), and its geographic and end-segment diversification. Ind-Ra has also factored in UGRO's adequate liquidity and capital base, with a modest leverage ratio, its plan to keep augmenting capital buffers to support the growing franchise, and the presence of marquee investors. The ratings also reflect UGRO's moderate-but-expanding scale and profitability in 1QFY25, which are likely to improve further over FY25-FY26 as the operational leverage has started playing out. The rating also factors in the moderate seasoning in the book, as nearly 62% of the assets under management (AUM) were generated over the 12 months ended June 2024.

### List of Key Rating Drivers

#### Strengths

- Strong growth in franchisee
- Adequate capital buffers
- Focused on funding MSMEs; geographically and sectorally diversified exposure across MSME value chain