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

No.: 01 / FY 2024-25 Date: June 14, 2024
Addressed to: _____

KEY INFORMATION DOCUMENT
(FOR PRIVATE PLACEMENT)

by

VIVRITI CAPITAL LIMITED (formerly known as Vivriti Capital Private Limited)
A public limited company incorporated under the Companies Act, 2013

Corporate Identification Number (CIN): U65929TN2017PLC117196 **Permanent Account Number (PAN):** AAFCV9757P **Date of Incorporation:** June 22, 2017 **Place of Incorporation:** Chennai, India **Registration/identification number issued by the relevant regulator:** N-07.00836 for NBFC Business and N-07.00901 for Factoring Business by the Reserve Bank of India	**Website:** https://www.vivriticapital.com/ **Registered Office:** Prestige Zackria Metropolitan No. 200/1-8, 2nd Floor, Block -1, Annasalai, Chennai - 600 002 **Corporate Office:** Prestige Zackria Metropolitan No. 200/1-8, 2nd Floor, Block -1, Annasalai, Chennai - 600 002 **Telephone No.:** (+91 44) 4007 4800 **Email:** vineet@vivriticapital.com

Key information document for issue of Debentures on a private placement basis under Schedule I of Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 as amended from time to time in relation to the issue of 10,000 (ten thousand) listed, rated, senior, secured, redeemable, taxable, non-convertible debentures denominated in Indian Rupees ("INR"), having face value of INR 1,00,000 (Indian Rupees One Lakh) each and an aggregate face value of INR 100,00,00,000 (Indian Rupees One Hundred Crore) inclusive of a green shoe option of 4,000 (four thousand) listed, rated, senior, secured, redeemable, taxable, non-convertible debentures denominated in Indian Rupees, having face value of INR 1,00,000 (Indian Rupees One Lakh) each and an aggregate face value of INR 40,00,00,000 (Indian Rupees Forty Crore) ("Debentures" or "NCDs") on a private placement basis (the "Issue") for cash at par on a fully paid-up basis. Certain details of the Debentures are as follows:

(a) **Rating**: The Debentures are rated as "CARE A+/Stable" by CARE Ratings Limited pursuant to the letter dated June 10, 2024, and the rating rationale and press release, each dated December 5, 2023. Please refer to Annexure I below for the rating letter, press release and rating rationale. No other credit ratings have been obtained for the purposes of this Issue.
(b) **Listing**: The Debentures are proposed to be listed on the Wholesale Debt Market (WDM) of the BSE Limited within the time period prescribed under the SEBI Listing Timelines Requirements (as defined below).
(c) **Eligible Investors**: Please refer Section 9.7 below.
(d) **Coupon related details**: The coupon rate is 9.90% (nine decimal nine zero percent) per annum, payable quarterly (fixed). Please refer Section 8.1 below for details about coupon/dividend rate, coupon/dividend payment frequency, redemption date, redemption amount.
(e) **Underwriting**: Not Applicable.
(f) **Details of Electronic Book Mechanism**: Please refer Section 9 below.

ISSUE SCHEDULE

Issue Opening Date	Issue Closing Date	Date of earliest closing of the issue, if any	Deemed Date of Allotment
June 19, 2024	June 19, 2024	N.A.	June 20, 2024

KEY OFFICERS OF THE ISSUER

Compliance Officer	Company Secretary & Chief Compliance Officer	Chief Financial Officer	Promoters
P S Amritha Telephone: (+91 44) 4007 4800 Email: cs@vivriticapital.com	P S Amritha Telephone: (+91 44) 4007 4800 Email: cs@vivriticapital.com	Srinivasaraghavan B Telephone: (+91 44) 4007 4800 Email: Srinivasaraghavan.B@vivriticapital.com	Vineet Sukumar & Gaurav Kumar Telephone: (+91 44) 4007 4800 / 9790998016 Email: vineet@vivriticapital.com / gaurav@go-yubi.com

DETAILS OF STAKEHOLDERS

Debenture Trustee	Registrar and Transfer Agent	Credit Rating Agency	Statutory Auditors
Beacon Trusteeship Limited **Address**: 5W, 5th Floor, The Metropolitan, Bandra Kurla Complex, Bandra (East), Mumbai, Maharashtra, India, 400051 **Tel**: 022 – 46060278 **Fax**: N.A. **Website:** www.beacontrustee.co.in **Contact person:** Mr. Kaustubh Kulkarni **E-mail:** compliance@beacontrustee.co.in	**Integrated Registry Management Services Private Limited** **Address**: 5A, 5th Floor, Kences Towers, 1, Ramakrishna Street, T.Nagar, Chennai - 600 017, India **Tel**: (+ 91 22) 4066 1800 / 2287 4675 / 2287 4676 **Fax**: N.A. **Contact Person**: Mr S. Yuvraj **Email**: yuvraj@integrated.india.in **Website**: http://www.integratedindia.in	**CARE Ratings Limited** **Address**: Godrej Coliseum, 4th Floor, Somaiya Hosp Road, Off Eastern Express Highway, Sion (East), Mumbai, Maharashtra - 400022, India. **Tel**: +91-22- 6754 3456 **Contact Person**: Aditya Acharekar **Email**: aditya.acharekar@careratings.com **Website**: www.careratings.com	**Sundaram & Srinivasan, Chartered Accountants** **Address**: 23, C.P.Ramaswamy Road, Alwarpet, Chennai – 600 018 **Tel**: 2498 8762 / 2498 8463 / 4210 6952 **Contact Person**: S. Usha **Email**: sundaramandsrinivasan1948@gmail.com **Website**: www.sundaramandsrinivasan.com

BACKGROUND

This Key Information Document (as defined below) is related to the Debentures to be issued by Vivriti Capital Limited (the "**Issuer**" or "**Company**") on a private placement basis and contains information and disclosures supplemental to those set out in the General Information Document (as defined below), as are required for the purpose of issuing of the Debentures. The issue of the Debentures described under this Key Information Document has been authorised by the Issuer through the special resolutions, each dated June 13, 2024, of the shareholders of the Issuer pursuant to Section 42, Section 180(1)(c) and Section 180(1)(a) of the Companies Act, 2013, the resolutions dated May 9, 2024 of the board of directors of the Issuer read with the resolution dated June 14, 2024, of the borrowing committee of the board of directors, and the memorandum of association and articles of association of the Issuer.

Pursuant to the special resolution dated June 13, 2024 of the shareholders of the Issuer, the Issuer has been authorised to raise funds through issuance of Debt Securities upon such terms and conditions as the Board / Committee may think fit for aggregate amounts not exceeding INR 5,500 Crores (Indian Rupees Five Thousand Five Hundred Crores only). The present issue of Debentures in terms of this Key Information Document is within the overall powers of the Board as per the above shareholder resolution(s).

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

DISCLAIMERS

- This Key Information Document contains no unsubstantiated forward-looking statements. To the extent there are any unsubstantiated forward-looking statements under this Key Information Document, such statements shall be considered to be null and void.

- This issue document does not include any statement purporting to be made by an expert other than if the expert is a person who is not, and has not been, engaged or interested in the formation or promotion or management, of the Issuer and has given their written consent to this issue of this Key Information Document and has not withdrawn such consent before the delivery of a copy of this Key Information Document to the Registrar (as applicable) for registration.

- Various disclosures set out in this Key Information Document have been linked to the disclosures set out in the General Information Memorandum. There are no changes to the disclosures which have been linked to the disclosures set out in the General Information Document, and in the case of any conflict/difference between the provisions of the General Information Document and this Key Information Document, the provisions of this Key Information Document shall be applicable to this issuance of Debentures.

- This Issue does not form part of non-equity regulatory capital for the purposes of Chapter V of Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 and Chapter XIII (*Issuance, Listing and Trading Non-Equity Regulatory Capital*) of the master circular issued by SEBI bearing the reference number SEBI/HO/DDHS/PoD1/P/CIR/2024/54 dated May 22, 2024 on "*Master Circular for issue and listing of Non-convertible Securities, Securitised Debt Instruments, Security Receipts, Municipal Debt Securities and Commercial Paper*". The face value of each debt security issued on private placement basis under this Issue is INR 1,00,000 (Indian Rupees One Lakh).

TABLE OF CONTENTS

SECTION 1:	DEFINITIONS AND ABBREVIATIONS	4
SECTION 2:	NOTICE TO INVESTORS AND DISCLAIMERS	14
SECTION 3:	DETAILS OF PROMOTERS OF THE ISSUER	15
SECTION 5:	FINANCIAL STATEMENTS	19
SECTION 6:	REGULATORY DISCLOSURES	20
SECTION 7:	UNDERTAKINGS	64
SECTION 8:	KEY TERMS OF THE ISSUE	65
SECTION 9:	OTHER INFORMATION AND APPLICATION PROCESS	104
SECTION 10:	DECLARATION	109
ANNEXURE I: RATING LETTER, RATING RATIONALE AND DETAILED PRESS RELEASE FROM THE RATING AGENCY		110
ANNEXURE II: CONSENT LETTER FROM THE DEBENTURE TRUSTEE AND REGISTRAR		111
ANNEXURE III: APPLICATION FORM		112
ANNEXURE IV: ILLUSTRATION OF BOND CASH FLOWS		116
ANNEXURE V: DUE DILIGENCE CERTIFICATES		117
ANNEXURE VI: DISCLOSURES PURSUANT TO THE SEBI DEBENTURE TRUSTEES MASTER CIRCULAR		118
ANNEXURE VII: BOARD RESOLUTION AND COMMITTEE RESOLUTION		121
ANNEXURE VIII: SHAREHOLDERS' RESOLUTIONS		122
ANNEXURE IX: FORM NO. PAS-4 - PRIVATE PLACEMENT OFFER CUM APPLICATION LETTER		123
ANNEXURE X: SHAREHOLDING PATTERN OF THE ISSUER		124
ANNEXURE XI: AUDITED FINANCIAL STATEMENTS FOR THE FINANCIAL YEAR ENDED MARCH 31, 2024		125
ANNEXURE XII: SPECIFIC DISCLOSURES REQUIRED FROM NBFCs		126
ANNEXURE XIII: LATEST ALM STATEMENTS		134

SECTION 1: DEFINITIONS AND ABBREVIATIONS

Unless the context otherwise indicates or requires, the following terms shall have the meanings given below in this Key Information Document.

S. NO.	TERM	DEFINITION
1.	Act/Companies Act	means the Companies Act, 2013, and shall include any re-enactment, amendment or modification of the Companies Act, 2013, as in effect from time to time.
2.	Allot/Allotment/Allotted	means the allotment of the Debentures pursuant to this Issue.
3.	Applicable Accounting Standards	means the generally accepted accounting principles, standards and practices in India or any other prevailing accounting standard in India as may be applicable, and includes the Indian Accounting Standards (IND-AS).
4.	Applicable Law	means all applicable statutes, enactments or acts of any legislative body in India, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any Governmental Authority and any modifications or re-enactments thereof.
5.	Applicant	means a person who has submitted a completed Application Form to the Issuer, and "Applicants" shall be construed accordingly.
6.	Application Form	means the application form to apply for subscription to the Debentures, which is in the form annexed to this Key Information Document and marked as **Annexure III**.
7.	Application Money	means the subscription amounts paid by the Applicant at the time of submitting the Application Form.
8.	Assets	means, for any date of determination, the assets of the Issuer on such date as the same would be determined in accordance with the Applicable Accounting Standards.
9.	Beneficial Owners	means the holders of the Debentures in dematerialised form whose names are recorded as such with the Depository(ies) in the Register of Beneficial Owners, and "Beneficial Owner" shall be construed accordingly.
10.	Board / Board of Directors	means the board of directors of the Issuer.
11.	BSE	means BSE Limited.
12.	Business Day	means: (a) subject to (b) and (c) below, means any day on which commercial banks in Mumbai, India and Chennai, India are open for business; (b) for the period commencing on the Issue Opening Date until the Issue Closing Date, any day (other than a Saturday, Sunday or a public holiday under Section 25 of the Negotiable Instruments Act, 1881), on which commercial banks in Mumbai, India and Chennai, India are open for business; and (c) for the period commencing on the Issue Closing Date until the listing of the Debentures in accordance with the DTD, any trading day of

S. NO.	TERM	DEFINITION
		BSE, other than a Saturday, Sunday or a bank holiday, as specified by SEBI, and "Business Days" shall be construed accordingly.
13.	Capital Adequacy Ratio	means the capital adequacy ratio determined in accordance with the NBFC Directions.
14.	CDSL	means Central Depository Services (India) Limited.
15.	CERSAI	means the Central Registry of Securitisation Asset Reconstruction and Security Interest of India.
16.	Client Loan	means each loan disbursed by the Issuer as a lender, and "Client Loans" shall be construed accordingly.
17.	Company/Issuer/Vivriti Capital	means Vivriti Capital Limited.
18.	Conditions Precedent	means the conditions precedent set out in Section 8.1 (*Summary Terms*) of this Key Information Document.
19.	Conditions Subsequent	means the conditions subsequent set out in Section 8.1 (*Summary Terms*) of this Key Information Document.
20.	Constitutional Documents	means the certificate of incorporation of the Issuer, the memorandum of association and articles of association of the Issuer and the certificate of registration issued by the RBI to the Issuer.
21.	Debentures/NCDs	means 10,000 (ten thousand) listed, rated, senior, secured, redeemable, taxable, non-convertible debentures denominated in Indian Rupees, having face value of INR 1,00,000 (Indian Rupees One Lakh) each and an aggregate face value of INR 100,00,00,000 (Indian Rupees One Hundred Crore) inclusive of a green shoe option of 4,000 (four thousand) listed, rated, senior, secured, redeemable, taxable, non-convertible debentures denominated in Indian Rupees, having face value of INR 1,00,000 (Indian Rupees One Lakh) each and an aggregate face value of INR 40,00,00,000 (Indian Rupees Forty Crore).
22.	Debenture Holders / Investors	means each person who is: (a) registered as a Beneficial Owner; and (b) registered as a debenture holder in the Register of Debenture Holders. Sub-paragraphs (a) and (b) shall be deemed to include transferees of the Debentures registered with the Issuer and the Depository(ies) from time to time, and in the event of any inconsistency between (a) and (b) above, (a) shall prevail, and "Debenture Holder" or "Investor" shall be construed accordingly.
23.	Debenture Trust Deed/DTD	means the debenture trust deed executed / to be executed by and between the Debenture Trustee and the Issuer *inter alia* setting out the terms upon

S. NO.	TERM	DEFINITION
		which the Debentures are being issued and shall include the representations and warranties and the covenants to be provided by the Issuer.
24.	Debenture Trustee	means Beacon Trusteeship Limited.
25.	Debenture Trustee Agreement	means the debenture trustee agreement executed / to be executed by and between the Debenture Trustee and the Issuer for the purposes of appointment of the Debenture Trustee to act as debenture trustee in connection with the issuance of the Debentures.
26.	Debenture Trustees Regulations/ SEBI Debenture Trustees Regulations	means the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993, as amended, modified, supplemented or restated from time to time.
27.	Debt Disclosure Documents	means, collectively, the PPOA, the General Information Document, and this Key Information Document, and "Debt Disclosure Document" means any one of them.
28.	Debt Listing Regulations/ SEBI Debt Listing Regulations	means the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, as amended, modified, supplemented or restated from time to time.
29.	Deed of Hypothecation	has the meaning given to it in the Section 8.1 (*Summary Terms*).
30.	Deemed Date of Allotment	means June 20, 2024.
31.	Demat	means dematerialized securities which are securities that are in electronic form, and not in physical form, with the entries noted by the Depository.
32.	Depositories Act	means the Depositories Act, 1996, as amended from time to time.
33.	Depositories	means the depositories with which the Issuer has made arrangements for dematerialising the Debentures, being NSDL and CDSL, and "Depository" means any one of them.
34.	Depository Participant / DP	means a depository participant as defined under the Depositories Act.
35.	Director(s)	means the director(s) of the Issuer.
36.	DP ID	means Depository Participant Identification Number.
37.	DRR	means the Debenture Redemption Reserve.
38.	Due Dates	means the dates on which any interest, any Outstanding Principal Amounts, any additional interest, any liquidated damages, any premature redemption amount and/or any other amounts are due and payable, including without limitation, the Interest Payment Dates, the Final Redemption Date, or any other date on which any payment is to be made by the Issuer under the Transaction Documents, and "Due Date" shall be construed accordingly.
39.	EBP Platform	has the meaning given to it under the EBP Requirements.

S. NO.	TERM	DEFINITION
40.	EBP/Electronic Book Provider	has the meaning given to it under the EBP Requirements.
41.	Effective Date	means the date of execution of the DTD.
42.	EFT	means Electronic Fund Transfer
43.	Eligible Investors	has the meaning given to it in Section 9.7.
44.	Equity	means the aggregate of the issued and paid up equity shares of the Issuer, all compulsorily convertible instruments and preference share capital of the Issuer, and all reserves (excluding revaluation reserves) of the Issuer, as per the latest audited financials of the Issuer.
45.	Events of Default	means the events set out in Section 8.2.6.2 (*Events of Default*), and "Event of Default" shall be construed accordingly.
46.	Exclusion List	means the exclusion list set out in the DTD.
47.	Final Redemption Date	means the date occurring on the expiry of a period of 14 (fourteen) months and 2 (two) days from the Deemed Date of Allotment, being August 22, 2025.
48.	Final Settlement Date	means the date on which all Secured Obligations have been irrevocably and unconditionally paid and discharged in full to the satisfaction of the Debenture Holders.
49.	Financial Indebtedness	means any indebtedness for or in respect of: (a) moneys borrowed; (b) any amount raised by acceptance under any acceptance credit, bill acceptance or bill endorsement facility or dematerialised equivalent; (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, loan stock or any similar instrument; (d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with the Applicable Accounting Standards, be treated as a finance or capital lease; (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis); (f) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing; (g) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value shall be taken into account); (h) shares which are expressed to be redeemable or shares which are

S. NO.	TERM	DEFINITION
		the subject of a put option or any form of guarantee; (i) any obligation under any put option in respect of any securities; (j) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; (k) any corporate/personal guarantee, a letter of comfort or any other similar contractual comfort issued or incurred in respect of a liability incurred by any other third person; and (l) the amount of any liability in respect of any guarantee for any of the items referred to in paragraphs (a) to (k) above.
50.	Financial Year/ FY	means each period of 12 (twelve) months commencing on April 1 of any calendar year and ending on March 31 of the subsequent calendar year.
51.	General Information Document/GID	means the general information document dated February 29, 2024, issued by the Issuer for subscription to non-convertible securities to be issued by the Issuer (including the Debentures) on a private placement basis in accordance with the Debt Listing Regulations.
52.	Governmental Authority	means any government (central, state or otherwise) or any governmental agency, semi-governmental or judicial or quasi-judicial or administrative entity, department or authority, agency or authority including any stock exchange or any self-regulatory organisation, established under any Applicable Law, and "Governmental Authorities" shall be construed accordingly.
53.	Green Shoe Option	has the meaning given to it in the Section 8.1 (*Summary Terms*).
54.	Gross Loan Portfolio	means the outstanding principal amounts of all Client Loans originated by the Issuer on its own books and the Off Balance Sheet Portfolio (including managed portfolio).
55.	Gross NPA	means, in respect of the Issuer's entire assets under management at any point of time, the outstanding principal value of the Gross Loan Portfolio of the Issuer that has one or more instalments of principal overdue for 90 (ninety) days or more, including restructured loans.
56.	Half Yearly Period	means, as the context requires: (a) the period commencing on April 1 and expiring on September 30 (each in the same calendar year); and/or (b) the period commencing on October 1 in a calendar year and expiring on March 31 of the subsequent calendar year.
57.	Hypothecated Assets	has the meaning given to it in the Section 8.1 (*Summary Terms*).
58.	ICCL	means the Indian Clearing Corporation Limited.
59.	INR/Rs.	means Indian Rupees.

S. NO.	TERM	DEFINITION
60.	Interest Payment Dates	means the dates on which interest is payable on the Debentures, and "Interest Payment Date" shall be construed accordingly. The interest payment dates are set out in Annexure IV below.
61.	Interest Rate	means 9.90% (nine decimal nine zero percent) per annum (fixed).
62.	Issue	means this issue of the Debentures.
63.	Issue Closing Date	means June 19, 2024.
64.	Issue Opening Date	means June 19, 2024.
65.	Key Information Document/KID	means this key information document which sets out the terms and conditions for the issue and offer of the Debentures by the Issuer on a private placement basis and contains the relevant information in this respect.
66.	Listed NCDs Master Circular	means the master circular issued by SEBI bearing the reference number SEBI/HO/DDHS/PoD1/P/CIR/2024/54 dated May 22, 2024 on "*Master Circular for issue and listing of Non-convertible Securities, Securitised Debt Instruments, Security Receipts, Municipal Debt Securities and Commercial Paper*", as amended, modified, supplemented or restated from time to time.
67.	Listing Period	has the meaning given to it in Section 8.1 (*Summary Terms*).
68.	LODR Regulations/SEBI LODR Regulations	means the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended, modified, supplemented or restated from time to time.
69.	Majority Debenture Holders	means such number of Debenture Holders collectively holding more than 51% (fifty one percent) of the value of the Outstanding Principal Amounts of the Debentures.
70.	Majority Resolution	means a resolution approved by the Majority Debenture Holders.
71.	Material Adverse Effect	means the effect or consequence of an event, circumstance, occurrence or condition which has caused or could reasonably be expected to cause, as of any date of determination, a material and adverse effect: (a) on the financial condition, business or operation of the Issuer which is prejudicial to the ability of the Issuer to perform its obligations under the Transaction Documents; (b) on the rights or remedies of the Debenture Trustee acting for the benefit of the Debenture Holders hereunder or under any other Transaction Document; or (c) on the validity or enforceability of any of the Transaction Documents (including the ability of any party to enforce any of its remedies thereunder).
72.	N.A.	Not Applicable
73.	NBFC	means non-banking financial company.

S. NO.	TERM	DEFINITION
74.	NBFC Directions	means the Master Direction - Reserve Bank of India (Non-Banking Financial Company - Scale Based Regulation) Directions, 2023 dated October 19, 2023, read together with the RBI's circular no. DOR (NBFC).CC.PD.No.109/22.10.106/2019-20 dated March 13, 2020 on "*Implementation of Indian Accounting Standards*" and the RBI's circular no. DOR.STR.REC.68/21.04.048/2021-22 dated November 12, 2021 on "*Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances - Clarifications*", each as amended, modified, supplemented or restated from time to time.
75.	Net NPA	means the amount calculated on the basis of the Gross NPA less the provisioning for Non-Performing Assets.
76.	Net Worth	means: (a) in respect of any body corporate that is a non-banking financial company, means the net worth of such body corporate determined in accordance with the Companies Act, the NBFC Directions and the Applicable Accounting Standards; and (b) in respect of any body corporate that is not a non-banking financial company, has the meaning given to it in the Companies Act.
77.	Non-Performing Assets	mean the assets classified as "non-performing assets" in accordance with the NBFC Directions.
78.	NSDL	means National Securities Depository Limited.
79.	Off Balance Sheet Portfolio	means the outstanding principal balance of all Client Loans securitised, assigned, originated on behalf of other institutions otherwise sold off in respect of which the Issuer has provided credit enhancements in any form or manner whatsoever including Client Loans originated on behalf of other entities by entering into partnership agreements but not included on the Issuer's own book, excluding interest receivables and accrued interest.
80.	Outstanding Amounts	means, at any date, the Outstanding Principal Amounts together with any interest, additional interest, costs, fees, charges, and other amounts payable by the Issuer in respect of the Debentures.
81.	Outstanding Principal Amount	means, at any date, the principal amounts outstanding under the Debentures.
82.	PAN	means Permanent Account Number
83.	Payment Default	means non-payment of, or the failure to pay, any amount on any Due Date.
84.	Private Placement Offer cum Application Letter/PPOA	means the private placement offer and application letter dated on or about the date of this Key Information Document issued/to be issued by the Issuer for subscription to the Debentures on a private placement basis in accordance with Section 42 of the Companies Act, 2013 read with the Companies (Prospectus and Allotment of Securities) Rules, 2014.
85.	Promoters	has the meaning given to it in the Debt Listing Regulations.

S. NO.	TERM	DEFINITION
86.	Promoter Group	has the meaning given to it in the Debt Listing Regulations.
87.	Purpose	has the meaning given to it in Section 8.1 (*Summary Terms*).
88.	Quarterly Date	means each of March 31, June 30, September 30 and December 31 of a calendar year, and "Quarterly Dates" shall be construed accordingly.
89.	RBI	means the Reserve Bank of India.
90.	Rating	means the credit rating for the Debentures from the Rating Agency, being, "CARE A+/Stable" affirmed/assigned by the Rating Agency through its letter dated June 10, 2024.
91.	Rating Agency	means CARE Ratings Limited.
92.	Recovery Expense Fund/REF	means the recovery expense fund established/to be established and maintained by the Issuer in accordance with the provisions of Chapter IV (*Recovery Expenses Fund*) of the SEBI Debenture Trustees Master Circular.
93.	Register of Beneficial Owners	means the register of beneficial owners of the Debentures maintained in the records of the Depositories.
94.	Register of Debenture Holders	means the register of debenture holders maintained by the Issuer in accordance with Section 88 of the Companies Act.
95.	R&T Agent/Registrar	means the registrar and transfer agent appointed for the issue of Debentures, being Integrated Registry Management Services Private Limited.
96.	ROC	means the jurisdictional registrar of companies.
97.	RTGS	means Real Time Gross Settlement.
98.	SEBI	means the Securities and Exchange Board of India.
99.	SEBI Debenture Trustees Master Circular	means the master circular issued by SEBI bearing reference number SEBI/HO/DDHS-PoD1/P/CIR/2024/46 dated May 16, 2024 on "*Master Circular for Debenture Trustees*", as amended, modified, supplemented, or restated from time to time.
100.	SEBI EBP Requirements/EBP Requirements	means the requirements with respect to electronic book mechanism prescribed in Chapter VI (*Electronic Book Provider platform*) of the Listed NCDs Master Circular, and the operational guidelines issued by the relevant electronic book provider, as amended, modified, supplemented, or restated from time to time.
101.	SEBI Listed Debentures Circulars	means, collectively, the Listed NCDs Master Circular, the SEBI Debenture Trustees Master Circular, the SEBI Debt Listing Regulations, (to the extent applicable) the SEBI LODR Master Circular, and (to the extent applicable) the LODR Regulations.
102.	SEBI Listing Timelines Requirements	means the requirements in respect of the timelines for listing of debt securities issued on a private placement basis prescribed in Chapter VII (*Standardization of timelines for listing of securities issued on a private*

S. NO.	TERM	DEFINITION
		placement basis) of the Listed NCDs Master Circular, read with, to the extent applicable, the SEBI EBP Requirements.
103.	SEBI LODR Master Circular	means the master circular issued by SEBI bearing reference number SEBI/HO/CFD/PoD2/CIR/P/2023/120 dated July 11, 2023, on "*Master circular for compliance with the provisions of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 by listed entities*", as amended, modified, supplemented, or restated from time to time.
104.	Secured Obligations	means all present and future obligations (whether actual or contingent and whether owed jointly or severally or in any capacity whatsoever) of the Issuer to the Debenture Holders or the Debenture Trustee under the Transaction Documents in respect of the Debentures, including without limitation, the making of payment of any interest, principal amounts, default interest, additional interest, liquidated damages and all costs, charges, expenses and other amounts payable by the Issuer.
105.	Security Cover	has the meaning given to it in the Section 8.1 (*Summary Terms*).
106.	Special Majority Debenture Holders	means such number of Debenture Holders collectively holding more than 75% (seventy five percent) of the value of the Outstanding Principal Amounts of the Debentures.
107.	Special Resolution	means resolution approved by the Special Majority Debenture Holders.
108.	Stressed Assets Framework	means the RBI's circular no. DBR.No.BP.BC.45/21.04.048/2018-19 dated June 7, 2019 on "*Prudential Framework for Resolution of Stressed Assets*", as amended, modified, supplemented or restated from time to time.
109.	Tax	means any present or future tax (direct or indirect), levy, duty, charge, fees, deductions, withholdings, surcharges, cess, turnover tax, transaction tax, stamp tax or other charge of a similar nature (including any penalty or interest payable on account of any failure to pay or delay in paying the same), now or hereafter, imposed pursuant to any Applicable Law or by any Governmental Authority.
110.	Tax Deduction	means a deduction or withholding for or on account of Tax from a payment under a Transaction Document pursuant to Applicable Law.
111.	Tier 1 Capital	has the meaning given to it in the NBFC Directions.
112.	Tier 2 Capital	has the meaning given to it in the NBFC Directions.
113.	Total Assets	means, for any date of determination, the total Assets of the Issuer on such date.
114.	Transaction Documents	means: (a) the DTD; (b) the Debenture Trustee Agreement;

S. NO.	TERM	DEFINITION
		(c) the Deed of Hypothecation; (d) the Debt Disclosure Documents; (e) the letters issued by, and each memorandum of understanding/agreement entered into with, the Rating Agency, the Debenture Trustee and/or the Registrar; (f) each tripartite agreement between the Issuer, the Registrar and the relevant Depository; (g) all other documents, undertakings, letter-agreement(s), and the resolutions of the Issuer comprising the Conditions Precedent in relation to the issuance of the Debentures; and (h) any other document that may be designated as a Transaction Document by the Debenture Trustee or the Debenture Holders, and "Transaction Document" means any of them.
115.	Transaction Security	has the meaning given to it in the Section 8.1 (*Summary Terms*).
116.	WDM	means the Wholesale Debt Market segment of the BSE
117.	Wilful Defaulter	means an Issuer who is categorized as a wilful defaulter by any Bank or financial institution or consortium thereof, in accordance with the guidelines on wilful defaulters issued by the Reserve Bank of India and includes an issuer whose director or promoter is categorized as such.

SECTION 2: NOTICE TO INVESTORS AND DISCLAIMERS

2.1 ISSUER'S DISCLAIMER

Please refer to Section 2.1 of the General Information Document for the disclaimers by the Issuer.

THE ISSUER ACCEPTS NO RESPONSIBILITY FOR STATEMENTS MADE OTHERWISE THAN IN THE KEY INFORMATION DOCUMENT OR IN THE ADVERTISEMENT OR ANY OTHER MATERIAL ISSUED BY OR AT THE INSTANCE OF THE ISSUER AND THAT ANYONE PLACING RELIANCE ON ANY OTHER SOURCE OF INFORMATION WOULD BE DOING SO AT THEIR OWN RISK.

2.2 DISCLAIMER CLAUSE OF STOCK EXCHANGES

Please refer to Section 2.2 of the General Information Document for the disclaimers in respect of the stock exchanges.

2.3 DISCLAIMER CLAUSE OF RBI

Please refer to Section 2.3 of the General Information Document for the disclaimers in respect of the RBI.

2.4 DISCLAIMER CLAUSE OF SEBI

Please refer to Section 2.4 of the General Information Document for the disclaimers in respect of the SEBI.

IT IS TO BE DISTINCTLY UNDERSTOOD THAT FILING OF THE KEY INFORMATION 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 KEY INFORMATION DOCUMENT. THE LEAD MANAGER(S) (IF ANY) HAS CERTIFIED THAT THE DISCLOSURES MADE IN THE KEY INFORMATION 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.

2.5 DISCLAIMER IN RESPECT OF JURISDICTION

Please refer to Section 2.5 of the General Information Document for the disclaimers in respect of the jurisdiction.

2.6 DISCLAIMER IN RESPECT OF RATING AGENCY

Please refer to Section 2.6 of the General Information Document for the disclaimers in respect of the Rating Agency.

2.7 ISSUE OF DEBENTURES IN DEMATERIALISED FORM

Please refer to Section 2.7 of the General Information Document for the disclaimers in respect of issuances of the Debentures in dematerialised form.

SECTION 3: DETAILS OF PROMOTERS OF THE ISSUER

Please refer to Section 3 of the General Information Document for the details of the promoters of the Issuer. Other than the details of the directorships held by promoters, there are no changes to the information set out in Section 3 of the General Information Document.

The details of the directorships held by the promoters are as follows:

1. **Vineet Sukumar**

CIN	Name of the Company	Designation	Original date of appointment	Date of appointment at current/ last designation	Date of cessation
U65929TN2017PLC117196	VIVRITI CAPITAL LIMITED *(formerly known as Vivriti Capital Private Limited)*	Managing Director	30/08/2017	25/05/2019	-
U65990TN2021PTC144175	CREDAVENUE SECURITIES PRIVATE LIMITED	Director	18/06/2021	18/06/2021	-
U72900TN2016PTC113891	SANGVINT TECHNOLOGIES PRIVATE LIMITED	Director	26/12/2016	26/12/2016	-
U72900TN2020PTC137251	CREDAVENUE PRIVATE LIMITED	Director	21/08/2020	06/10/2021	-
U74120TN2014PTC095064	NORTHERN ARC INVESTMENT MANAGERS PRIVATELIMITED	Director	19/01/2017	08/05/2017	01/06/2017
U74999TN2017PTC117539	VIVRITI NEXT PRIVATE LIMITED *(formerly known as QED Business Solutions Private Limited)*	Director	16/02/2023	10/03/2023	-
U66300TN2003PTC052025	VIVRITI FUNDS PRIVATE LIMITED (*formerly known as Keerthi Logistics Private Limited*)	Director	16/5/2023	27/05/2023	-
U65929TN2019PTC127644	VIVRITI ASSET MANAGEMENT PRIVATE LIMITED	Managing Director	21/02/2019	10/08/2019	
U65991TN1989PTC017066	HARI AND COMPANY INVESTMENTS MADRAS	Additional Director	04/03/2024	04/03/2024	-

CIN	Name of the Company	Designation	Original date of appointment	Date of appointment at current/ last designation	Date of cessation
	PRIVATE LIMITED				

2. **Gaurav Kumar**

CIN	Name of the Company	Designation	Original date of appointment	Date of appointment at current/ last designation	Date of cessation
U65929TN2017PLC117196	VIVRITI CAPITAL LIMITED *(formerly known as Vivriti Capital Private Limited)*	Director	22/06/2017	29/09/2021	-
U65990TN2021PTC144175	CREDAVENUE SECURITIES PRIVATE LIMITED	Managing Director	18/06/2021	13/04/2022	-
U72900GJ2015PTC084737	BLUEVINE TECHNOLOGIES PRIVATE LIMITED	Director	25/04/2022	26/04/2022	-
U72900TN2020PTC137251	CREDAVENUE PRIVATE LIMITED	Managing Director	21/08/2020	25/09/2020	-
U74900TN2012PTC087839	NORTHERN ARC INVESTMENT ADVISER SERVICES PRIVATE LIMITED	Director	27/03/2017	05/05/2017	19/05/2017
U74999MH2020PTC337918	SPOCTO SOLUTIONS PRIVATE LIMITED	Director	25/02/2022	26/02/2022	-
U74999TN2017PTC117539	VIVRITI NEXT PRIVATE LIMITED *(formerly known as QED Business Solutions Private Limited)*	Director	16/02/2023	10/03/2023	-
U66300TN2003PTC052025	VIVRITI FUNDS PRIVATE LIMITED (*formerly known as Keerthi Logistics Private Limited*)	Director	16/05/2023	27/05/2023	-
U65929TN2019PTC127644	VIVRITI ASSET MANAGEMENT PRIVATE LIMITED	Director	21/02/2019	01/01/2021	-
6011 (DIFC Registration No.)	CREDAVENUE SPOCTO TECHNOLOGY LTD	Director	12/08/2022	12/08/2022	-
U65991TN1989PTC017066	HARI AND COMPANY INVESTMENTS	Additional Director	04/03/2024	04/03/2024	-

CIN	Name of the Company	Designation	Original date of appointment	Date of appointment at current/ last designation	Date of cessation
	MADRAS PRIVATE LIMITED				

SECTION 4: RISK FACTORS

Please refer to Section 4 of the General Information Document for the risk factors in respect of the issuance of Debentures.

SECTION 5: FINANCIAL STATEMENTS

Please refer **Annexure I** of the General Information Document for the audited financial statements of the Issuer for the Financial Years ended March 31, 2022, and March 31, 2023.

Please refer **Annexure XI** of this Key Information Document for the audited financial statements of the Issuer for Financial Year ended March 31, 2024.

SECTION 6: REGULATORY DISCLOSURES

This Key Information Document is prepared in accordance with the provisions of SEBI Debt Listing Regulations and in this Section 6, the Issuer has set out the details required as per the SEBI Debt Listing Regulations (including Schedule I thereof).

6.1 **The Issuer shall file the following documents along with the listing application to the stock exchange and with the Debenture Trustee**

Along with this Key Information Document and the corporate authorisations for this issuance of the Debentures, the documents set out in Section 6.1 of the General Information Document have been / shall be submitted along with the listing application to the BSE and with the Debenture Trustee.

6.2 **The following documents have been / shall be submitted to BSE at the time of filing the draft of this Key Information Document:**

Due diligence certificates from the Debenture Trustee as per the format specified in the SEBI Debenture Trustees Master Circular and in the SEBI Debt Listing Regulations.

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

CARE Ratings Limited has affirmed/assigned a rating of "CARE A+/Stable" through its letter dated June 10, 2024, for the Debentures to be issued in the proposed Issue. The rating letter from the Rating Agency, the rating rationale from the Rating Agency and the detailed press release are provided in **Annexure I** of this Key Information Document.

The Issuer hereby declares that the rating is and shall be valid as on the date of issuance and listing of any Debentures.

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

The Debentures are proposed to be listed on the WDM segment of the BSE within the time period prescribed under the SEBI Listing Timelines Requirements. The Debentures are not proposed to be listed on more than one stock exchange.

The Issuer has obtained the in-principle approval for the listing of the debentures in accordance with the General Information Document from BSE, and the same is annexed in Annexure III of the General Information Document.

The Issuer shall comply with the requirements of the listing agreement for debt securities to the extent applicable to it on a continuous basis. The Recovery Expense Fund shall be created by the Issuer with BSE in accordance with Chapter IV of the SEBI Debenture Trustees Master Circular.

6.5 **Issue Schedule:**

PARTICULARS	DATE
Issue Opening Date	June 19, 2024
Issue Closing Date	June 19, 2024
Pay In Date	June 20, 2024
Deemed Date of Allotment	June 20, 2024

6.6 **Name, logo, addresses, website URL, email address, telephone number and contact person of specific entities in relation to the Issue:**

(a) **Legal Counsel**

Name	N.A. The Issuer has been advised by its in-house legal and compliance team.
Logo	N.A.
Address	N.A.
Website	N.A.
E-mail address	N.A.
Telephone Number	N.A.
Contact Person Details	N.A.

(b) **Merchant Banker and co-managers to the issues**

Name	N.A.
Logo	N.A.
Address	N.A.
Website	N.A.
E-mail address	N.A.
Telephone Number	N.A.
Contact Person Details	N.A.

(c) **Guarantor**

Name	N.A.
Logo	N.A.
Address	N.A.
Website	N.A.
E-mail address	N.A.
Telephone Number	N.A.
Contact Person Details	N.A.

(d) **Arrangers**

Name	N.A.
Logo	N.A.
Address	N.A.
Website	N.A.
E-mail address	N.A.
Telephone Number	N.A.
Contact Person Details	N.A.

(e) **Debenture Trustee to the Issue**

Name	Beacon Trusteeship Limited
Logo	BEACON TRUSTEESHIP
Address	5W, 5th Floor, The Metropolitan, Bandra Kurla Complex, Bandra (East), Mumbai, Maharashtra - 400051, India
Website	www.beacontrustee.co.in
E-mail address	compliance@beacontrustee.co.in
Telephone Number	022 - 46060278

Contact Person Details	Mr. Kaustubh Kulkarni

(f) **Credit Rating Agency for the Issue**

Name	CARE Ratings Limited.
Logo	CARE Ratings Professional Risk Opinion
Address	Godrej Coliseum, 4th Floor, Somaiya Hosp Road, Off Eastern Express Highway, Sion (East), Mumbai, Maharashtra - 400022, India.
Website	www.careratings.com
E-mail address	aditya.acharekar@careratings.com
Telephone Number	+91-22- 6754 3456
Contact Person Details	Mr. Aditya Acharekar

(g) **Registrar the Issue**

Name	Integrated Registry Management Services Private Limited
Logo	Integrated Corporate Solutions Simplified
Address	5A, 5th Floor, Kences Towers, 1, Ramakrishna Street, T.Nagar, Chennai - 600 017, India
Website	http://www.integratedindia.in
E-mail address	yuvraj@integrated.india.in
Telephone Number	(+ 91 22) 4066 1800 / 2287 4675 / 2287 4676
Contact Person Details	Mr S. Yuvraj

(h) **Statutory Auditors**

Name	Sundaram & Srinivasan, Chartered Accountants
Logo	N.A.
Peer review certificate no.	013703
Address	23, C.P.Ramaswamy Road, Alwarpet, Chennai - 600018
Website	www.sundaramandsrinivasan.com
E-mail address	sundaramandsrinivasan1948@gmail.com
Telephone Number	2498 8762 / 2498 8463 / 4210 6952
Contact Person Details	S. Usha

6.7 **About the Issuer**

The following details pertaining to the issuer:

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

Please refer to Section 6.7(a) of the General Information Document for overview and a brief summary of the business activities of the Issuer. Other than the details of the subsidiaries of the Issuer, there are no changes to the information set out in Section 6.7(a) of the General Information Document.

As on the date of this Key Information Document, the Company has 1 (one) subsidiary company and 1 (one) associate company. Please refer Sections 6.7(b) and 6.7(c) for further details.

(b) **Structure of the group/Issuer:**

Please refer to Section 6.7(b) of the General Information Document for structure of the group/Issuer. Other than the graphic description/organogram of the corporate structure of the Issuer, there are no changes to the information set out in Section 6.7(a) of the General Information Document.

As of the date of this Key Information Document, the graphic description/organogram of the corporate structure of the Issuer:

(c) **A brief summary of the business activities of the subsidiaries of the issuer:**

As on the date of this Key Information Document, the Company has 1 (one) subsidiary company and 1 (one) associate company. The brief summary of their business activities is as follows:

1. Vivriti Asset Management Private Limited (Subsidiary)

   Vivriti Asset Management (VAM) is a leading Indian asset manager, focusing on mid-market performing credit. VAM manages mid-to-long-term alternate investment funds (AIFs) which count marquee global and domestic investors.

2. CredAvenue Private Limited (Associate)

   CredAvenue Private Limited (CAPL) is engaged in the business of providing software services and technology infrastructure for lenders and borrowers to facilitate / conclude debt transactions.

(d) **Details of branches or units where the issuer carries on its business activities, if any:**

Please refer to Section 6.7 of the General Information Document for the of branches or units where the issuer carries on its business activities of the Issuer. There are no changes to the details of branches or units of the Issuer from that set out in Section 6.7(d) of the General Information Document.

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

Not Applicable.

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

S.NO	PARTICULARS	FEE/EXPENSE AMOUNT (excluding GST)	% OF TOTAL ISSUE EXPENSES	% OF TOTAL ISSUE SIZE
1.	Lead Manager(s) fees	N.A.	N.A.	N.A.
2.	Underwriting commission	N.A.	N.A.	N.A.
3.	Brokerage, selling commission and upload fees	N.A.	N.A.	N.A.
4.	Fees payable to the registrars to the issue	5,605	0.07%	0.00%
5.	Fees payable to the legal advisors	N.A.	N.A.	N.A.
6.	Advertising and marketing expenses	N.A. *	N.A. *	N.A. *
7.	Fees payable to the regulators including stock exchanges	88,500	1.04%	0.01%
8.	Expenses incurred on printing and distribution of issue stationary	N.A. **	N.A. **	N.A. **
9.	Any other fees, commission and payments under whatever nomenclature	84,00,000	98.89%	1.40%

This fee is calculated on the assumption that the Green Shoe Option will not be exercised and is subject to change on the basis of the actual subscription amounts.

* As the Debentures will be issued by way of private placement to identified investors in accordance with the process prescribed by SEBI, no specific advertising and marketing expenses are envisaged to be payable in respect of such issue of Debentures.

** As the Debentures will be issued by way of private placement to identified investors in accordance with the process prescribed by SEBI, no specific expenses are envisaged to be incurred on printing and distribution of issue stationary in respect of such issue of Debentures.

6.9 **Financial Information**

(a) **The audited financial statements (i.e. profit and loss statement, balance sheet and cash flow statement) both on a standalone and consolidated basis for a period of three completed years, which shall not be more than six months old from the date of the issue document or issue opening date, as applicable. Such financial statements shall be audited and certified by the statutory auditor(s) who holds a valid certificate issued by the Peer Review Board of the Institute of Chartered Accountants of India ("ICAI").**

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

Please refer **Annexure I** of the General Information Document for the audited financial statements of the Issuer for the Financial Years ended March 31, 2022, and March 31, 2023. Please refer **Annexure XI** of this Key Information Document for the audited financial statements of the Issuer for Financial Year ended March 31, 2024.

(b) **Listed issuers (whose debt securities or specified securities are listed on recognised stock exchange(s)) in compliance with the listing regulations, may disclose unaudited financial information for the interim period in the format as specified therein with limited review report in the issue document, as filed with the stock exchanges, instead of audited financial statements for the interim period, subject to making necessary disclosures in this regard in issue document including risk factors.**

The audited financial statements of the Issuer for the Financial Years ended March 31, 2022, and March 31, 2023 have been disclosed in **Annexure I** of the General Information Document. Please refer **Annexure XI** of this Key Information Document for the audited financial statements of the Issuer for Financial Year ended March 31, 2024.

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

(i) The issue is made on the Electronic Book Platform of the stock exchange, irrespective of the issue size; and

(ii) In case of issue of securities on a private placement basis, the issue is open for subscription only to qualified institutional buyers

Not applicable as the Issuer has been in existence for more than 3 (three) years.

(d) **The above financial statements shall be accompanied with the auditor's report along with the requisite schedules, footnotes, summary etc.**

Please refer Annexure I of the General Information Document for the audited financial statements of the Issuer for the Financial Years ended March 31, 2022 and March 31, 2023. Please refer Annexure XI of this Key Information Document for the audited financial statements of the Issuer for Financial Year ended March 31, 2024.

(e) **Key Operational and Financial Parameters on a consolidated basis and on a standalone basis:**

Standalone Basis

PARTICULARS	MARCH 31, 2022	MARCH 31, 2023	MARCH 31, 2024
	Audited	Audited	Audited
BALANCE SHEET			
Assets			
Property, Plant and Equipment	719.41	2,466.07	3,054.67
Financial Assets	4,72,122.60	6,55,041.08	9,03,788.51
Non-financial Assets excluding property, plant and equipment	5,442.34	11,082.97	12,018.38
Total Assets	4,78,284.35	6,68,590.12	9,18,861.56
Liabilities			
Financial Liabilities			
- Derivative financial instruments	382.00	-	-
- Trade Payables	954.58	1,969.98	1,554.55
- Debt Securities	1,07,051.35	1,51,887.19	1,78,245.42
- Borrowings (other than Debt Securities)	2,47,962.03	3,50,101.65	5,24,958.34
- Subordinated liabilities	-	-	-
- Other financial liabilities	1,756.13	7,487.56	22,666.90

PARTICULARS	MARCH 31, 2022	MARCH 31, 2023	MARCH 31, 2024
	Audited	Audited	Audited
Non-Financial Liabilities			
- Current tax liabilities (net)	-	-	1,035.43
- Provisions	191.49	351.44	647.87
- Deferred tax liabilities (net)	-	-	-
- Other non-financial liabilities	372.11	317.75	360.60
Equity (Equity Share Capital and Other Equity)	1,19,614.66	1,56,474.55	1,89,392.45
Non-controlling interest	-	-	-
Total Liabilities and Equity	4,78,284.35	6,68,590.12	9,18,861.56
PROFIT AND LOSS			
Revenue from operations	34,487.19	65,315.13	1,02,396.88
Other Income	679.72	1,806.24	2,669.81
Total Income	**35,166.91**	**67,121.37**	**1,05,066.69**
Total Expenses	26,102.86	49,836.90	79,531.19
Profit after tax for the year	6,736.98	12,929.75	19,125.95
Other Comprehensive income	-71.05	-509.22	513.38
Total Comprehensive Income	**6,665.93**	**12,420.53**	**19,639.33**
Earnings per equity share (Basic)	53.96	13.91	20.10
Earnings per equity share (Diluted)	7.76	13.57	19.71
CASH FLOW			
Net cash from / used in (-) operating activities	-1,24,468.12	-1,39,335.66	-2,36,981.01
Net cash from / used in (-) investing activities	-91,924.83	-36,235.78	46,848.94
Net cash from / used in (-) financing activities	2,45,966.35	1,61,635.29	2,03,209.62
Net increase / decrease (-) in cash and cash equivalents	29,573.40	-13,936.15	13,077.55
Cash and cash equivalents as per Cash Flow Statement as at the end of Half Year	43,391.04	29,454.89	42,532.44
ADDITIONAL INFORMATION			
Net Worth	1,19,614.66	1,56,474.55	1,89,392.45
Cash and cash equivalents	43,391.04	29,454.89	42,532.44
Loans	2,96,048.09	4,53,997.47	7,30,198.84
Loans (Principal Amount)	2,97,481.54	4,55,374.27	7,33,048.15
Total Debts to Total Assets	68.99%	71.32%	71.59%
Interest Income	32,344.09	59,927.01	93,288.82
Interest Expense	19,905.55	39,041.75	53,896.00
Impairment on Financial Instruments	1,462.38	917.00	10,272.50
Bad Debts to Loans	NA	NA	NA

PARTICULARS	MARCH 31, 2022	MARCH 31, 2023	MARCH 31, 2024
	Audited	Audited	Audited
% Stage 3 Loans on Loans (Principal Amount)	0.29%	0.31%	1.09%
% Net Stage 3 Loans on Loans (Principal Amount)	0.07%	0.08%	0.46%
Tier I Capital Adequacy Ratio (%)	29.03%	25.35%	20.86%
Tier II Capital Adequacy Ratio (%)	0.54%	0.39%	0.41%

Consolidated Basis:

PARTICULARS	MARCH 31, 2022	MARCH 31, 2023	MARCH 31, 2024
	Audited	Audited	Audited
BALANCE SHEET			
Assets			
Property, Plant and Equipment	777.81	2,575.01	3,119.09
Financial Assets	6,72,114.75	8,29,536.16	10,62,674.98
Non-financial Assets excluding property, plant and equipment	6,866.16	13,630.36	14,998.84
Total Assets	**6,79,758.72**	**8,45,741.53**	**10,80,792.91**
Liabilities			
Financial Liabilities			
- Derivative financial instruments	382.00	-	-
- Trade Payables	2,505.81	2,160.74	1,610.31
- Other Payables	-	-	-
- Debt Securities	1,07,741.03	1,51,887.19	1,80,773.70
- Borrowings (other than Debt Securities)	2,47,962.03	3,50,698.27	5,26,220.77
- Deposits	-	-	-
- Subordinated liabilities	-	-	-
- Lease liabilities	997.48	3,078.20	4,231.03
- Other financial liabilities	645.96	5,079.10	19,309.22
Non-Financial Liabilities			
- Current tax liabilities (net)	-	-	1,035.43
- Provisions	252.97	507.99	898.80
- Deferred tax liabilities (net)	45,424.37	45,957.00	46,083.88
- Other non-financial liabilities	465.66	376.92	389.78
Equity (Equity Share Capital and Other Equity)	**2,68,689.44**	**2,80,359.82**	**2,94,651.40**
Non-controlling interest	**4,691.97**	**5,635.50**	**5,588.59**
Total Liabilities and Equity	**6,79,758.72**	**8,45,741.53**	**10,80,792.91**
PROFIT AND LOSS			
Revenue from operations	40,497.05	68,807.66	1,07,931.20
Other Income	2,01,230.56	1,550.87	3,108.72
Total Income	2,41,727.61	70,358.53	1,11,039.92
Total Expenses	**33,498.48**	**52,567.17**	**85,262.03**
Profit after tax for the year	1,55,326.65	-12,169.57	319.55

PARTICULARS	MARCH 31, 2022	MARCH 31, 2023	MARCH 31, 2024
	Audited	Audited	Audited
Other Comprehensive income	-94.69	-747.01	495.14
Total Comprehensive Income	**1,55,231.96**	**-12,916.58**	**814.69**
Earnings per equity share (Basic)	**1,244.05**	**-13.09**	**0.34**
Earnings per equity share (Diluted)	**178.95**	**-13.09**	**0.33**
CASH FLOW			
Net cash from / used in (-) operating activities	-1,54,059.47	-1,40,840.34	2,37,899.31
Net cash from / used in (-) investing activities	-63,879.00	-39,977.36	41,441.16
Net cash from / used in (-) financing activities	2,50,460.90	1,63,033.67	2,10,174.74
Net increase / decrease (-) in cash and cash equivalents	32,522.43	-17,784.02	13,716.59
Cash and cash equivalents as per Cash Flow Statement as at the end of Half Year	47,357.92	29,573.90	43,290.49
ADDITIONAL INFORMATION			
Net Worth	2,68,689.44	2,80,359.82	2,94,651.40
Cash and cash equivalents	47,357.92	29,573.90	43,290.49
Loans	2,96,075.94	4,53,295.43	7,30,352.11
Total Debts to Total Assets	68.99%	56.45%	62.01%
Interest Income	32,952.72	60,845.01	94,807.30
Interest Expense	19,931.34	38,425.53	54,202.26
Impairment on Financial Instruments	1,462.38	917.00	10,272.50
Bad Debts to Loans	NA	NA	NA

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

The details of contingent liabilities of the Issuer based on the audited financial statements for the Financial Year ended March 31, 2024 are as follows:

Guarantees issued to the third parties - INR 750 Lakhs

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

S. NO.	NAME OF COUNTERPARTY	NATURE OF/RELATIONSHIP WITH COUNTERPARTY	WHETHER CORPORATE GUARANTEE	AMOUNT OF CORPORATE GUARANTEE (in INR)
1.	Ugro Capital Limited	Not a Related Party	Yes	163.04
2.	Vistaar Financial Services Private Limited	Not a Related Party	Yes	163.04
3.	Arohan Financial Services Limited	Not a Related Party	Yes	81.52
4.	Finova Capital Private Limited	Not a Related Party	Yes	81.52

S. NO.	NAME OF COUNTERPARTY	NATURE OF/RELATIONSHIP WITH COUNTERPARTY	WHETHER CORPORATE GUARANTEE	AMOUNT OF CORPORATE GUARANTEE (in INR)
5.	Namdev Finvest Private Limited	Not a Related Party	Yes	81.52
6.	Ashv Finance Limited	Not a Related Party	Yes	65.22
7.	Visage Holdings And Finance Private Limited	Not a Related Party	Yes	65.22
8.	Pahal Financial Services Private Limited	Not a Related Party	Yes	32.61
9.	Bizloan Private Limited	Not a Related Party	Yes	16.30

- As on March 31, 2024, the Company has not issued any corporate guarantees or letters of comfort to any counterparty who is classified as a subsidiary, joint venture entity or a group company.
- As on March 31, 2024, other than the above, the Company has not incurred any contingent liability including debt service reserve account guarantees/ any put option etc.
- As on March 31, 2024, the Company has no outstanding borrowings taken / debt securities issued for consideration other than cash, (i) whether in whole or in part, (ii) at a premium or discount, or (iii) in pursuance of an option.

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

(a) **Details of Share Capital as on last quarter end, i.e., March 31, 2024**:

Please refer to Section 6.10(a) of the General Information Document for details of share capital of the Issuer. There are no changes to the information set out in Section 6.10(a) of the General Information Document as of last quarter end, i.e., March 31, 2024.

(b) **Changes in its capital structure as on last quarter end i.e., March 31, 2024, for the preceding three financial years and current financial year:**

Please refer to Section 6.10(b) of the General Information Document for changes in capital structure of the Issuer for the preceding three financial year and the current financial year. There are no changes to the information set out in Section 6.10(b) of the General Information Document as of last quarter end, i.e., March 31, 2024.

(c) **Details of the equity share capital for the preceding three financial years and current financial year:**

Please refer to Section 6.10(c) of the General Information Document for details of equity share capital for the preceding three years and the current financial year. There are no changes to the information set out in Section 6.10(c) of the General Information Document as of last quarter end, i.e., March 31, 2024.

(d) **Details of any acquisition of or amalgamation with any entity in the preceding one year:**

Not Applicable

(e) **Details of any Reorganization or Reconstruction in the preceding one year:**

TYPE OF EVENT	DATE OF ANNOUNCEMENT	DATE OF COMPLETION	DETAILS
Not Applicable			

(f) **Details of the shareholding of the Company as at the latest quarter end, as per the format specified under the listing regulations***:*

The shareholding pattern of the Issuer as of the last quarter end, i.e., March 31, 2024, prepared in accordance with the LODR Regulations is set out in Annexure X.

(g) **List of top ten holders of equity shares of the Company as on the latest quarter end, i.e., March 31, 2024:**

S. NO.	NAME OF THE SHAREHOLDERS	TOTAL NUMBER OF EQUITY SHARES	NUMBER OF SHARES IN DEMAT FORM	TOTAL SHAREHOLDING AS PERCENTAGE (%) OF TOTAL NO. OF EQUITY SHARES
1	Vineet Sukumar	67,37,840	67,37,840	31.23
2	Gaurav Kumar	66,32,577	66,32,577	30.74
3	Vivriti ESOP Trust	39,13,590	39,13,590	18.14
4	Soumendra Nath Ghosh Equity	5,82,200	5,82,200	2.70
5	Aniket Satish Deshpande	5,51,000	5,51,000	2.55
6	Shaik Mohammed Irfan Basha	5,09,550	5,09,550	2.36
7	TVS Shriram Growth Fund 3	2,87,313	2,87,313	1.33
8	Lightrock Growth Fund I S.A., SICAV-RAIF (Formerly Lightstone Fund S.A.)	2,32,512	2,32,512	1.08
9	LR India Fund I S.à r.l., SICAV-RAIF.	2,32,512	-	1.08
10	Kalpa S Mehta and Shailesh J Mehta (Joint Holders)	2,25,000	2,25,000	1.04

6.11 **Following details regarding the directors of the Company:**

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

S. NO.	NAME OF THE DIRECTOR	DESIGNATION	AGE (IN YRS)	ADDRESS	DIN	DATE OF APPOINTMENT	DETAILS OF OTHER DIRECTORSHIP*	WHETHER WILLFUL DEFAULTER (YES/NO)
1	Gaurav Kumar	Non-Executive Director	41	Olympia Goodwood Residence, 3B, Cenotaph Road, Sri Ram Nagar, Teynampet, Chennai 600 018, Tamil Nadu, India.	07767248	22 June 2017	1. Vivriti Funds Private Limited *(formerly known as Keerthi Logistics Private Limited)* 2. Vivriti Next Private Limited *(formerly known as QED Business Solutions Private Limited)* 3. CredAvenue Securities Private Limited 4. CredAvenue Private Limited 5. Spocto Solutions Private Limited 6. Vivriti Asset Management Private Limited 7. Bluevine Technologies Private Limited 8. CredAvenue Spocto Technology Ltd 9. Hari and Company Investments Madras Private Limited	No
2	John Tyler Day	Nominee Director	38	7034, Irongate Lane Dallas Texas 75214 US	07298703	18 Jan 2019	1. Vivriti Next Private Limited *(formerly known as QED Business Solutions Private Limited)* 2. Muthoot Microfin Limited 3. Vivriti Asset Management Private Limited 4. CredAvenue Private Limited 5. Desiderata Impact Ventures Private Limited 6. CISV India Private Limited	No

S. NO.	NAME OF THE DIRECTOR	DESIGNATION	AGE (IN YRS)	ADDRESS	DIN	DATE OF APPOINTMENT	DETAILS OF OTHER DIRECTORSHIP*	WHETHER WILLFUL DEFAULTER (YES/NO)
							7. Sohan Lal Commodity Management Private Limited 8. Vastu Housing Finance Corporation Limited 9. OFB Tech Private Limited 10. Creation Impact Credit Fund (India), L.P.	
3	Namrata Kaul	Independent Director	60	Flat 401, Tower B6, World Spa West Sector-30 Gurgaon 122001	00994532	12 Jan 2019	1. Havells India Limited 2. Healthium Medtech Limited 3. Schneider Electric Infrastructure Limited 4. Fusion Micro Finance Limited 5. Vivriti Asset Management Private Limited 6. Synergetics Management and Engineering Consultants Private Limited	No
4	Vineet Sukumar	Managing Director	44	4, KG Valmiki Apartments, 3rd Seaward Road Valmiki Nagar Thiruvanmyur Chennai 600041 TN IN	06848801	30 August 2017	1. Vivriti Funds Private Limited *(formerly known as Keerthi Logistics Private Limited)* 2. Vivriti Next Private Limited *(formerly known as QED Business Solutions Private Limited)* 3. CredAvenue Securities Private Limited 4. Sangvint Technologies Private Limited 5. Vivriti Asset Management Private Limited 6. CredAvenue Private Limited 7. Hari and Company Investments Madras Private Limited	No
5	Kartik Srivatsa	Nominee Director	41	3rd Floor, No 5, 12th Block, 5th Main Road Opp BDA Office, Kumara Park West Bangalore-560020	03559152	30 May 2020	1. Finnew Solutions Private Limited 2. Ampin Energy Transition Private Limited 3. Vivriti Next Private Limited *(formerly known as QED Business Solutions Private Limited)* 4. Vivriti Asset Management Private Limited 5. Smartcoin Financials Private Limited 6. CredAvenue Private Limited 7. Lightrock Corporate Services Private Limited *(formerly known as Aspada Investment Advisors Private Limited);* 8. Lightrock Investment Advisors Private Limited *(formerly known as LGT Impact Investment Advisors India Private Limited)* 9. Be Well Hospitals Private Limited 10. Waycool Foods And Products Private Limited 11. Aye Finance Private Limited 12. Niyo Solutions, Inc	No
6	Anita Belani	Independent Director	60	B 6503, Trump Tower, The Lodha Park, Pandurang Budkar Marg, Worli, Mumbai City, Mumbai-400018, Maharashtra India.	01532511	7 May 2021	1. Proconnect Supply Chain Solutions Limited 2. Asirvad Micro Finance Limited 3. Eternis Fine Chemicals Limited 4. IDFC Financial Holding Company Limited 5. IDFC Limited 6. Foseco India Limited 7. Redington Limited	No
7	Gopal Srinivasan	Nominee Director	65	No.14, Boat Club Road, Raja Annamalaipuram, Chennai – 600 028	00177699	27 May 2022	1. Chennai International Centre; 2. Chennaiangles Network Association; 3. Chennai City Connect Foundation; 4. CredAvenue Private Limited; 5. Diaspora Leaders Foundation; 6. Geeyes Capital Funds Private Limited; 7. IVC Association; 8. IIT Madras Research Park; 9. Lucas TVS Limited; 10. NextWealth Entrepreneurs Private Limited; 11. Reserve Bank Innovation Hub; 12. Sundaram Investment Private Limited; 13. TVS Capital Funds Private Limited; 14. TVS Electronics Limited; 15. TVS Investments Private Limited *(formerly Geeyes Family Holdings Private Limited*); 16. T.V. Sundram Iyengar & Sons Private Limited; 17. TVS Wealth Private Limited; 18. Vivriti Asset Management Private Limited; 19. Vivriti Next Private Limited *(formerly known as QED Business Solutions Private Limited)* 20. Shri Cheema Charitable Foundation and 21. Prema Srinivasan Charitable Foundation	No

S. NO.	NAME OF THE DIRECTOR	DESIGNATION	AGE (IN YRS)	ADDRESS	DIN	DATE OF APPOINTMENT	DETAILS OF OTHER DIRECTORSHIP*	WHETHER WILLFUL DEFAULTER (YES/NO)
8	Santanu Paul	Independent Director	55	Plot No 12, Aparna Orchids, Near NAC, Madhapur, Hyderabad – 500 084	02039043	9 February 2023	1. Talentsprint Private Limited 2. TalentSprint INC	No
9	Lazar Zdravkovic	Nominee Director	32	1158 W Armitage Ave, Apt 202 Chicago, IL 60614 USA	10052432	31 March 2023	1. Vivriti Asset Management Private Limited 2. Vivriti Next Private Limited *(formerly known as QED Business Solutions Private Limited)*	No

******The details of other directorships are provided based on the latest disclosures provided by the directors & the data available on the website of the Ministry of Corporate Affairs*

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

Please refer Section 6.11(b)(i) of the General Information Document for the details of change in directors for the Financial Years ended March 31, 2022, and March 31, 2023.

Please refer below for these details for the Financial Year ended March 31, 2024, and the current Financial Year:

NAME	DESIGNATION	DIN	DATE OF APPOINTMENT	DATE OF CESSATION, IF APPLICABLE	DATE OF RESIGNATION, IF APPLICABLE	REMARKS
Mr. Kartik Srivatsa	Nominee Director	03559152	30 May 2020	-	-	Retirement by rotation at the 7th Annual General Meeting of the Company held on June 13, 2024
Mr. Kartik Srivatsa	Nominee Director	03559152	13 June 2024	-	-	Reappointment on account of retirement by rotation

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

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

Please refer Section 6.11(c)(i) of the General Information Document for the details of the remuneration payable or paid to a director by the Issuer, its subsidiary or associate company, and the details of the shareholding of the director in the Issuer, its subsidiaries and associate companies on a fully diluted basis for the Financial Years ended March 31, 2022, and March 31, 2023.

Please refer below for these details for the Financial Year ended March 31, 2024, and the current Financial Year:

By/in the Issuer:

S. NO.	NAME OF THE DIRECTOR	REMUNERATION PAYABLE/PAID BY THE ISSUER		SHAREHOLDING/NO. OF SHARES IN THE ISSUER (ON A FULLY DILUTED BASIS)
		FY 2023-24	FY 2024-25 (Current Year)	
1.	Mr. Vineet Sukumar	Remuneration of ₹ 209.28 lakhs	Remuneration of ₹ 310.02 lakhs	67,37,840
2.	Ms. Namrata Kaul	Sitting fee of ₹ 27 lakhs	Sitting fee of ₹ 5 lakhs	1,15,161
3.	Ms. Anita Belani	Sitting fee of ₹ 24 lakhs	Sitting fee of ₹ 4 lakhs	21,053
4.	Mr. Santanu Paul	Sitting fee of ₹ 9 lakhs	Sitting fee of ₹ 1 lakh	-

By/in the subsidiaries of the Issuer:

S. NO.	NAME OF THE DIRECTOR	REMUNERATION PAYABLE/PAID BY THE SUBSIDIARIES OF THE ISSUER		SHAREHOLDING IN THE SUBSIDIARIES OF THE ISSUER (ON A FULLY DILUTED BASIS)
		FY 2023-24	FY 2024-25 (Current Year)	
1.	Ms. Namrata Kaul	Sitting fees & Professional fees of ₹ 10.00 lakh	Sitting fees of ₹ 3 lakh	-

By/in the associate of the Issuer:

S. NO.	NAME OF THE DIRECTOR	REMUNERATION PAYABLE/PAID BY THE ASSOCIATE COMPANIES OF THE ISSUER		SHAREHOLDING IN THE ASSOCIATE COMPANIES OF THE ISSUER (ON A FULLY DILUTED BASIS)
		FY 2023-24	FY 2024-25 (Current Year)	
NIL				

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

Please refer Section 6.11(c)(ii) of the General Information Document for the details of the appointment of any relatives to an office or place of profit of the Issuer, its subsidiary or associate company for the Financial Years ended March 31, 2022 and March 31, 2023.

Please refer below for these details for the Financial Year ended March 31, 2024 and the current Financial Year:

Of the Issuer: None

Of the subsidiaries of the Issuer: None

Of the associate companies of the Issuer: None

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

A. in the promotion of the issuer company; or

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

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

Please refer Section 6.11(c)(iii) of the General Information Document for the details of the full particulars of the nature and extent of interest, if any, of every director.

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

Please refer Section 6.11(d) of the General Information Document for the details of contribution being made by the directors as part of the offer or separately in furtherance of such objects.

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

Please refer Section 6.12 of the General Information Document for the details of any financial or other material interest of the directors, promoters, key managerial personnel or senior management in the offer and the effect of such interest in so far as it is different from the interests of other persons.

6.13 **Following details regarding the auditors of the Issuer:**

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

NAME OF THE AUDITOR	ADDRESS	DATE OF APPOINTMENT
Sundaram & Srinivasan, Chartered Accountants	23, C.P. Ramaswamy Road, Alwarpet, Chennai – 600 018	13th June 2024

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

Please refer Section 6.13(b) of the General Information Document for the details of the auditor of the Issuer for the preceding three Financial Years. The details of change in auditors for the current financial year is provided below:

NAME OF THE AUDITOR	ADDRESS	DATE OF APPOINTMENT	DATE OF CESSATION, IF APPLICABLE	DATE OF RESIGNATION, IF APPLICABLE
BSR & Co. LLP, Chartered Accountants	KRM Tower, 1st & 2nd Floors, No.1, Harrington Road, Chetpet, Chennai – 600 031, India	17th August 2021	-	13th June 2024*
Sundaram & Srinivasan, Chartered Accountants	23, C.P.Ramaswamy Road, Alwarpet, Chennai – 600 018	13th June 2024	-	-

**The term of appointment of B S R & Co. LLP has been completed and accordingly, new auditors have been appointed at the Annual General Meeting of the Company held on 13th June 2024.*

6.14 **Details of the following liabilities of the issuer, as at the end of the preceding quarter, or if available, a later date:**

(a) **Details of outstanding secured loan facilities as at the end of the last quarter, i.e., March 31, 2024**:

NAME OF THE LENDER	TYPE OF FACILITY/INSTRUMENT	AMOUNT SANCTIONED (INR, IN CRORE)	PRINCIPAL AMOUNT OUTSTANDING (INR, IN CRORE)	REPAYMENT DATE/ SCHEDULE	SECURITY	CREDIT RATING, IF APPLICABLE	ASSET CLASSIFICATION
Ratnakar Bank Limited	TL	275.00	150.00	30-Mar-26	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
Dhanalaxmi Bank	TL	20.00	20.00	30-May-26	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
State Bank of India	TL	250.00	242.42	28-Nov-26	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
Capital SFB	TL	7.00	1.00	31-Aug-27	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
IREDA	TL	500.00	500.00	30-Jun-34	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
Indus Ind Bank	TL	100.00	100.00	27-Mar-27	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
Hero Fincorp	TL	50.00	50.00	27-Mar-25	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
Suryoday SFB	TL	26.00	26.00	27-Mar-25	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard

NAME OF THE LENDER	TYPE OF FACILITY/INSTRUMENT	AMOUNT SANCTIONED (INR, IN CRORE)	PRINCIPAL AMOUNT OUTSTANDING (INR, IN CRORE)	REPAYMENT DATE/ SCHEDULE	SECURITY	CREDIT RATING, IF APPLICABLE	ASSET CLASSIFICATION
Indus Ind Bank	WCDL	25.00	25.00	27-Mar-25	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
Hinduja Leyland Finance	TL	45.00	45.00	25-Sep-26	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
City Union Bank	TL	20.00	20.00	25-Mar-27	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
Standard Chartered Bank	NCD	75.00	75.00	22-May-25	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
Ujjivan SFB	TL	25.00	25.00	31-Mar-26	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
South Indian Bank	TL	40.00	40.00	20-Mar-27	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
Kotak Mahindra Bank	WCDL	50.00	50.00	15-Sep-24	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
Utkarsh SFB	TL	28.00	28.00	25-Sep-26	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
Multiple Investors	NCD	50.00	60.00	11-Mar-26	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
YES Bank	TL	100.00	10.00	05-Mar-26	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
Indian Overseas Bank	TL	60.00	58.75	29-Feb-28	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
Catholic Syrian Bank	WCDL	45.00	45.00	29-May-24	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
Kotak Mahindra Bank	TL	150.00	110.21	26-Feb-26	Charge on	ICRA A/CARE A+/CRISIL A+	Standard

NAME OF THE LENDER	TYPE OF FACILITY/INSTRUMENT	AMOUNT SANCTIONED (INR, IN CRORE)	PRINCIPAL AMOUNT OUTSTANDING (INR, IN CRORE)	REPAYMENT DATE/ SCHEDULE	SECURITY	CREDIT RATING, IF APPLICABLE	ASSET CLASSIFICATION
					Receivables		
State Bank of Mauritius	TL	16.00	16.00	26-Feb-27	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
Kotak Mahindra Investment Limited	WCDL	40.00	40.00	16-May-24	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
ESAF Bank	TL	50.00	48.82	15-Feb-27	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
Nabsamruddhi Finance Limited	TL	44.50	44.50	31-Jul-27	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
DCB Bank	WCDL	40.00	39.92	20-Apr-24	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
Canara Bank	TL	75.00	23.96	10-Jan-28	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
Canara Bank	TL	75.00	47.92	10-Jan-28	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
YES Bank	TL	100.00	26.25	28-Dec-25	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
YES Bank	TL	100.00	30.63	27-Dec-25	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
YES Bank	TL	100.00	21.88	26-Dec-25	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
Nabkisan Finance Limited	TL	20.00	20.00	21-Dec-26	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
Poonawalla Fincorp Limited	TL	50.00	47.58	20-Dec-26	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard

NAME OF THE LENDER	TYPE OF FACILITY/INSTRUMENT	AMOUNT SANCTIONED (INR, IN CRORE)	PRINCIPAL AMOUNT OUTSTANDING (INR, IN CRORE)	REPAYMENT DATE/ SCHEDULE	SECURITY	CREDIT RATING, IF APPLICABLE	ASSET CLASSIFICATION
Federal Bank	TL	100.00	100.00	19-Dec-26	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
Union Bank of India	TL	50.00	46.87	16-Dec-27	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
Axis Bank Limited	TL	250.00	125.00	02-Dec-26	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
Capital SFB	TL	7.00	5.51	01-Jun-27	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
Bank of Maharashtra	TL	100.00	100.00	31-Oct-27	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
Federal Bank	WCDL	50.00	50.00	02-May-24	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
State Bank of India	TL	375.00	105.30	28-Nov-26	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
IDFC First Bank	TL	100.00	86.11	01-Nov-26	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
UCO Bank	TL	30.00	27.50	31-Oct-26	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
Suryoday SFB	TL	35.00	23.70	05-Nov-24	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
State Bank of India	TL	125.00	133.33	25-Oct-26	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
Ratnakar Bank Limited	TL	199.00	7.74	30-Sep-25	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
Ratnakar Bank Limited	TL	100.00	2.45	30-Sep-25	Charge on	ICRA A/CARE A+/CRISIL A+	Standard

NAME OF THE LENDER	TYPE OF FACILITY/INSTRUMENT	AMOUNT SANCTIONED (INR, IN CRORE)	PRINCIPAL AMOUNT OUTSTANDING (INR, IN CRORE)	REPAYMENT DATE/ SCHEDULE	SECURITY	CREDIT RATING, IF APPLICABLE	ASSET CLASSIFICATION
					Receivables		
Indian Bank	TL	75.00	65.65	30-Sep-27	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
Axis Bank Limited	TL	250.00	83.30	31-Jul-26	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
DBS Bank	TL	50.00	42.86	30-Sep-25	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
Retail Issue	NCD	188.80	188.80	06-Sep-25	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
Retail Issue	NCD	104.72	78.54	06-Sep-25	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
Retail Issue	NCD	86.16	86.16	06-Mar-25	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
Retail Issue	NCD	67.46	67.46	06-Sep-25	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
Retail Issue	NCD	45.60	45.60	06-Mar-25	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
Ratnakar Bank Limited	TL	199.00	9.56	31-Aug-25	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
Karnataka Bank	TL	25.00	21.87	28-Aug-27	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
Credit Saison	TL	40.00	30.00	15-Aug-25	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
Ratnakar Bank Limited	TL	199.00	9.33	31-Jul-25	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard

NAME OF THE LENDER	TYPE OF FACILITY/INSTRUMENT	AMOUNT SANCTIONED (INR, IN CRORE)	PRINCIPAL AMOUNT OUTSTANDING (INR, IN CRORE)	REPAYMENT DATE/ SCHEDULE	SECURITY	CREDIT RATING, IF APPLICABLE	ASSET CLASSIFICATION
Ratnakar Bank Limited	TL	199.00	9.06	30-Jun-25	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
SIDBI	TL	150.00	112.50	10-Jun-26	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
Kotak Mahindra Bank	TL	150.00	56.25	28-Jun-25	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
Ujjivan SFB	TL	20.00	12.50	30-Jun-25	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
YES Bank	WCDL	10.00	10.00	27-Jun-24	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
Karur Vysya Bank	TL	50.00	40.10	30-Jun-27	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
CredAvenue Securities Private Limited	NCD	50.00	50.00	08-May-25	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
Federal Bank	TL	50.00	45.00	14-Jun-26	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
CredAvenue Securities Private Limited	NCD	75.00	75.00	13-May-25	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
Ratnakar Bank Limited	TL	199.00	7.29	29-May-25	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
Bajaj Finance Limited	TL	30.00	17.50	05-May-25	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
CredAvenue Securities Private Limited	NCD	100.00	100.00	08-May-25	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
Federal Bank	FCTL	50.00	43.33	08-May-26	Charge on	ICRA A/CARE A+/CRISIL A+	Standard

NAME OF THE LENDER	TYPE OF FACILITY/INSTRUMENT	AMOUNT SANCTIONED (INR, IN CRORE)	PRINCIPAL AMOUNT OUTSTANDING (INR, IN CRORE)	REPAYMENT DATE/ SCHEDULE	SECURITY	CREDIT RATING, IF APPLICABLE	ASSET CLASSIFICATION
					Receivables		
Ratnakar Bank Limited	TL	199.00	11.67	05-May-25	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
Nippon Asset Management	NCD	25.00	25.00	25-May-26	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
Dhanalaxmi Bank	TL	20.00	13.33	31-Mar-26	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
IDFC First Bank	TL	75.00	37.50	30-Mar-25	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
Union Bank of India	TL	50.00	37.43	31-Mar-27	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
Standard Chartered Bank	NCD	100.00	100.00	29-May-24	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
Hero Fincorp	TL	50.00	-	01-Apr-24	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
Utkarsh SFB	TL	16.50	8.25	25-Mar-25	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
Kotak Mahindra Bank	TL	150.00	20.00	01-Mar-25	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
AU SFB	TL	25.00	13.54	18-Apr-25	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
Indian Bank	TL	50.00	31.93	31-Mar-27	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
Wint Wealth	NCD	30.00	10.00	23-Sep-24	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard

NAME OF THE LENDER	TYPE OF FACILITY/INSTRUMENT	AMOUNT SANCTIONED (INR, IN CRORE)	PRINCIPAL AMOUNT OUTSTANDING (INR, IN CRORE)	REPAYMENT DATE/ SCHEDULE	SECURITY	CREDIT RATING, IF APPLICABLE	ASSET CLASSIFICATION
Canara Bank	TL	70.00	20.00	18-Mar-26	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
Canara Bank	TL	70.00	24.37	18-Mar-26	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
Hinduja Leyland Finance	TL	17.00	11.89	10-Mar-26	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
Ratnakar Bank Limited	TL	199.00	57.06	06-Mar-25	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
Credit Saison	TL	75.00	12.50	15-Feb-25	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
Sundaram Finance Limited	NCD	50.00	50.00	28-May-24	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
Credit Saison	TL	75.00	25.00	15-Feb-25	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
Capital SFB	TL	15.00	10.44	01-Aug-26	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
YES Bank	TL	100.00	11.46	17-Feb-25	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
Piramal Enterprises Limited	TL	30.00	13.75	02-Feb-25	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
Indus Ind Bank	TL	100.00	58.33	30-Dec-25	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
Axis Bank Limited	TL	75.00	28.13	31-Dec-24	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
Ujjivan SFB	TL	30.00	0.47	31-Dec-24	Charge on	ICRA A/CARE A+/CRISIL A+	Standard

NAME OF THE LENDER	TYPE OF FACILITY/INSTRUMENT	AMOUNT SANCTIONED (INR, IN CRORE)	PRINCIPAL AMOUNT OUTSTANDING (INR, IN CRORE)	REPAYMENT DATE/ SCHEDULE	SECURITY	CREDIT RATING, IF APPLICABLE	ASSET CLASSIFICATION
					Receivables		
Bank of Baroda	TL	50.00	28.64	31-Dec-25	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
State Bank of Mauritius	TL	27.50	10.31	31-Dec-24	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
Ujjivan SFB	TL	30.00	7.03	31-Dec-24	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
Nabsamruddhi Finance Limited	TL	18.00	13.99	30-Jun-26	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
MLD14	MLD	300.00	160.30	13-Dec-24	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
Ujjivan SFB	TL	30.00	3.33	30-Nov-24	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
Nabkisan Finance Limited	TL	50.00	34.99	01-Nov-25	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
State Bank of India	TL	250.00	143.88	14-Oct-25	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
IDFC First Bank	TL	100.00	29.17	31-Oct-24	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
Kotak Mahindra Bank	TL	150.00	32.08	28-Oct-24	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
YES Bank	TL	100.00	18.75	30-Sep-24	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
Tata Capital	TL	40.00	11.03	10-Oct-24	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard

NAME OF THE LENDER	TYPE OF FACILITY/INSTRUMENT	AMOUNT SANCTIONED (INR, IN CRORE)	PRINCIPAL AMOUNT OUTSTANDING (INR, IN CRORE)	REPAYMENT DATE/ SCHEDULE	SECURITY	CREDIT RATING, IF APPLICABLE	ASSET CLASSIFICATION
Karur Vysya Bank	TL	50.00	24.99	29-Sep-25	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
Bajaj Finance Limited	TL	25.00	7.29	29-Sep-24	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
MLD13	MLD	200.00	200.00	26-Jul-24	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
Utkarsh SFB	TL	23.00	11.81	25-Oct-25	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
Ratnakar Bank Limited	TL	100.00	4.91	20-Sep-24	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
Bank of Maharashtra	TL	100.00	59.62	19-Sep-25	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
DBS Bank	TL	25.00	5.95	31-Aug-24	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
Karnataka Bank	TL	35.00	17.39	31-Aug-25	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
Federal Bank	FCTL	40.00	17.78	29-Jul-25	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
Capital SFB	TL	8.00	3.60	01-Jul-25	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
Federal Bank	TL	105.00	43.75	30-Jun-25	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
Hero Fincorp	TL	50.00	6.25	01-Jul-24	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
HDFC Bank	TL	50.00	6.25	29-Jun-24	Charge on	ICRA A/CARE A+/CRISIL A+	Standard

NAME OF THE LENDER	TYPE OF FACILITY/INSTRUMENT	AMOUNT SANCTIONED (INR, IN CRORE)	PRINCIPAL AMOUNT OUTSTANDING (INR, IN CRORE)	REPAYMENT DATE/ SCHEDULE	SECURITY	CREDIT RATING, IF APPLICABLE	ASSET CLASSIFICATION
					Receivables		
MAS Financial Services Ltd	TL	6.00	0.50	05-Jul-24	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
MAS Financial Services Ltd	TL	6.00	0.50	05-Jul-24	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
MAS Financial Services Ltd	TL	6.00	0.50	05-Jul-24	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
MAS Financial Services Ltd	TL	6.00	0.50	05-Jul-24	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
MAS Financial Services Ltd	TL	6.00	0.50	05-Jul-24	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
MAS Financial Services Ltd	TL	0.00	0.50	05-Jul-24	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
MAS Financial Services Ltd	TL	0.00	0.50	05-Jul-24	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
MAS Financial Services Ltd	TL	0.00	0.50	05-Jul-24	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
MAS Financial Services Ltd	TL	0.00	0.50	05-Jul-24	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
MAS Financial Services Ltd	TL	0.00	0.50	05-Jul-24	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
Ratnakar Bank Limited	TL	100.00	2.32	28-Jun-24	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
MLD12	MLD	200.00	200.00	02-Apr-24	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard

NAME OF THE LENDER	TYPE OF FACILITY/INSTRUMENT	AMOUNT SANCTIONED (INR, IN CRORE)	PRINCIPAL AMOUNT OUTSTANDING (INR, IN CRORE)	REPAYMENT DATE/ SCHEDULE	SECURITY	CREDIT RATING, IF APPLICABLE	ASSET CLASSIFICATION
SIDBI	TL	150.00	60.00	10-Mar-25	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
SIDBI	TL	150.00	46.45	10-Mar-25	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
Hinduja Leyland Finance	TL	18.00	6.62	28-Mar-25	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
Union Bank of India	TL	60.00	29.88	30-Mar-26	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
Bandhan Bank	TL	100.00	33.25	22-Mar-25	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
South Indian Bank	TL	15.00	4.58	28-Feb-25	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
Indian Overseas Bank	TL	25.00	7.52	28-Feb-25	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
Nabkisan Finance Limited	TL	30.00	7.49	01-Jan-25	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
Karur Vysya Bank	TL	50.00	12.48	31-Dec-24	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
Indian Bank	TL	40.00	21.99	31-Mar-26	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
Indian Bank	WCDL	10.00	9.80	31-Dec-24	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
ESAF Bank	TL	25.00	6.81	10-Dec-24	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
Dhanalaxmi Bank	TL	25.00	6.82	08-Dec-24	Charge on	ICRA A/CARE A+/CRISIL A+	Standard

NAME OF THE LENDER	TYPE OF FACILITY/INSTRUMENT	AMOUNT SANCTIONED (INR, IN CRORE)	PRINCIPAL AMOUNT OUTSTANDING (INR, IN CRORE)	REPAYMENT DATE/ SCHEDULE	SECURITY	CREDIT RATING, IF APPLICABLE	ASSET CLASSIFICATION
					Receivables		
Aditya Birla Finance Limited	TL	30.00	7.79	01-Dec-24	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
Calvert Impact Capital	ECB	75.00	75.00	30-Nov-26	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
Indus Ind Bank	TL	50.00	6.29	30-Sep-24	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
Canara Bank	TL	50.00	8.31	30-Sep-24	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
Hinduja Leyland Finance	TL	30.00	5.68	28-Sep-24	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
Capital SFB	TL	12.00	0.43	01-Oct-24	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
Federal Bank	TL	50.00	8.33	24-Sep-24	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
Dhanalaxmi Bank	TL	25.00	4.55	18-Aug-24	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
Nabsamruddhi Finance Limited	TL	13.50	4.04	31-Jan-25	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
Kotak Mahindra Investment Limited	TL	50.00	4.17	19-Jun-24	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
Indian Bank	TL	100.00	24.86	28-Feb-25	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard
Catholic Syrian Bank	TL	25.00	2.04	30-Apr-24	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard

NAME OF THE LENDER	TYPE OF FACILITY/INSTRUMENT	AMOUNT SANCTIONED (INR, IN CRORE)	PRINCIPAL AMOUNT OUTSTANDING (INR, IN CRORE)	REPAYMENT DATE/ SCHEDULE	SECURITY	CREDIT RATING, IF APPLICABLE	ASSET CLASSIFICATION
Bank of India	TL	40.00	11.40	22-Mar-25	Charge on Receivables	ICRA A/CARE A+/CRISIL A+	Standard

(b) **Details of outstanding unsecured loan facilities as at the end of the last quarter, i.e., March 31, 2024:**

NAME OF LENDER	TYPE OF FACILITY	AMOUNT SANCTIONED (IN INR, IN CRORE)	PRINCIPAL AMOUNT OUTSTANDING (IN INR, IN CRORE)	REPAYMENT DATE/SCHEDULE	CREDIT RATING, IF APPLICABLE
Unity SFB	Commercial Paper	25.00	25.00	26-07-2024	CRISIL A1+/ CARE A1+
V M Salgaocar and Brothers	Commercial Paper	10.00	10.00	25-06-2024	CRISIL A1+/ CARE A1+
Unity SFB	Commercial Paper	25.00	25.00	23-09-2024	CRISIL A1+/ CARE A1+
Venkatesh Ramarathinam, V M Salgaocar	Commercial Paper	30.00	30.00	29-04-2024	CRISIL A1+/ CARE A1+
K R Krishna, Venkatesh Ramarathinam	Commercial Paper	12.00	12.00	23-04-2024	CRISIL A1+/ CARE A1+
Venkatesh Ramarathinam	Commercial Paper	20.00	20.00	04-04-2024	CRISIL A1+/ CARE A1+
Khanna Hotels Pvt Ltd	Commercial Paper	10.70	10.70	03-04-2024	CRISIL A1+/ CARE A1+

(c) **Details of outstanding non-convertible securities as at the end of the last quarter, i.e., March 31, 2024, in the following format:**

SERIES OF NCS	ISIN	TENOR / PERIOD OF MATURITY	COUPON	AMOUNT (IN INR)	DATE OF ALLOTMENT	REDEMPTION DATE / SCHEDULE	CREDIT RATING	SECURED / UNSECURED	SECURITY
Vivriti Capital Private Limited 02 April 2024	INE01HV07296	22 Months	8.50%	2,00,00,00,000	24-06-2022	02-04-2024	CARE PP-MLD A; Stable	Secured	Book Debts
9.55% VCPL September 2024	INE01HV07304	24 Months	9.55%	50,00,00,000	26-09-2022	25-09-2024	CARE A; Stable	Secured	Book Debts
8.60% Vivriti Capital Jul 2024	INE01HV07312	21 Months 28 Days	8.60%	2,00,00,00,000	28-09-2022	26-07-2024	CARE PP-MLD A; Stable	Secured	Book Debts
8.60% Vivriti Capital Dec 2024	INE01HV07320	23 Months 28 Days	8.60%	3,00,00,00,000	15-12-2022	13-12-2024	CARE PP MLD A; Positive	Secured	Book Debts

SERIES OF NCS	ISIN	TENOR / PERIOD OF MATURITY	COUPON	AMOUNT (IN INR)	DATE OF ALLOTMENT	REDEMPTION DATE / SCHEDULE	CREDIT RATING	SECURED / UNSECURED	SECURITY
10.75% Vivriti Capital Dec 2024	INE01HV07338	24 Months	10.75%	49,00,00,000	26-12-2022	26-12-2024	CARE A; Positive	Secured	Book Debts
10.40%Vivriti2024	INE01HV07361	14 Months	10.40%	1,00,00,00,000	29-03-2023	29-05-2024	CARE A; Positive	Secured	Book Debts
9.60%Vivriti2024	INE01HV07353	18 Months	9.60%	30,00,00,000	23-03-2023	23-09-2024	CARE A; Positive	Secured	Book Debts
9.75%Vivriti 2024	INE01HV07346	15 Months	9.75%	50,00,00,000	28-02-2023	28-May-24	CARE A; Positive	Secured	Book Debts
8.90%Vivriti Capital 2025	INE01HV07395	23 months 2 days	8.90%	75,00,00,000	09-06-2023	13-05-2025	CARE A; Positive	Secured	Book Debts
2.00%VIVRITI2025	INE01HV07387	24 months	6.62%	1,50,00,00,000	08-05-2023	08-05-2025	CARE A; Positive	Secured	Book Debts
10.15%VIVRITI2026	INE01HV07379	37 months 15 days	10.15%	25,00,00,000	10-04-2023	25-05-2026	CARE A; Positive	Secured	Book Debts
Public Issue 1	INE01HV07411	18 Months	9.57%	86,15,60,000	06-09-2023	06-03-2025	CARE A; Positive, ICRA A; Stable	Secured	Book Debts
Public Issue 1	INE01HV07403	18 Months	10.00%	45,59,51,000	06-09-2023	06-03-2025	CARE A; Positive, ICRA A; Stable	Secured	Book Debts
Public Issue 1	INE01HV07429	24 Months	9.65%	1,04,71,97,000	06-09-2023	06-09-2025	CARE A; Positive, ICRA A; Stable	Secured	Book Debts
Public Issue 1	INE01HV07437	24 Months	10.03%	1,88,80,10,000	06-09-2023	06-09-2025	CARE A; Positive, ICRA A; Stable	Secured	Book Debts
Public Issue 1	INE01HV07445	24 Months	10.50%	67,46,28,000	06-09-2023	06-09-2025	CARE A; Positive, ICRA A; Stable	Secured	Book Debts
10.75%Vivriti2025	INE01HV07460	14 Months	10.75%	75,00,00,000	22-03-2024	22-05-2025	CARE A+; Stable	Secured	Book Debts
9.90%Vivriti2026	INE01HV07452	24 Months	9.90%	25,00,00,000	11-03-2024	11-03-2026	CRISIL A+; Stable	Secured	Book Debts

(d) **Details of commercial paper issuances as at the end of the last quarter, i.e., March 31, 2024, in the following format:**

SERIES OF NCS	ISIN	TENOR / PERIOD OF MATURITY	COUPON	AMOUNT OUTSTANDING (IN INR)	DATE OF ALLOTMENT	REDEMPTION DATE / SCHEDULE	CREDIT RATING	SECURED / UNSECURED	SECURITY	OTHER DETAILS VIZ. DETAILS OF ISSUING AND PAYING AGENT, DETAILS OF CREDIT RATING AGENCIES
21	INE01HV14219	364	10.15%	15,00,00,000	29-Mar-23	27-Mar-24	CRISIL A1+ / CARE A1	Unsecured	NA	IPA: The Federal Bank Ltd.
24	INE01HV14243	269	9.14%	10,00,00,000	06-Jun-23	01-Mar-24	CRISIL A1+ / CARE A1	Unsecured	NA	IPA: The Federal Bank Ltd.
27	INE01HV14276	181	9.40%	25,00,00,000	21-Jul-23	18-Jan-24	CRISIL A1+ / CARE A1	Unsecured	NA	IPA: The Federal Bank Ltd.
29	INE01HV14292	213	9.20%	10,00,00,000	28-Aug-23	28-Mar-24	CRISIL A1+ / CARE A1	Unsecured	NA	IPA: The Federal Bank Ltd.
30	INE01HV14300	192	9.40%	25,00,00,000	12-Sep-23	22-Mar-24	CRISIL A1+ / CARE A1	Unsecured	NA	IPA: The Federal Bank Ltd.
32	INE01HV14326	91	8.55%	20,00,00,000	04-Oct-23	03-Jan-24	CRISIL A1+ / CARE A1	Unsecured	NA	IPA: The Federal Bank Ltd.
33	INE01HV14334	96	8.55%	10,00,00,000	18-Oct-23	22-Jan-24	CRISIL A1+ / CARE A1	Unsecured	NA	IPA: The Federal Bank Ltd.
34	INE01HV14334	95	8.50%	15,00,00,000	19-Oct-23	22-Jan-24	CRISIL A1+ / CARE A1	Unsecured	NA	IPA: The Federal Bank Ltd.
35	INE01HV14342	94	8.55%	30,00,00,000	27-Oct-23	29-Jan-24	CRISIL A1+ / CARE A1	Unsecured	NA	IPA: The Federal Bank Ltd.
36	INE01HV14359	94	8.55%	5,00,00,000	24-Nov-23	26-Feb-24	CRISIL A1+ / CARE A1	Unsecured	NA	IPA: The Federal Bank Ltd.
37	INE01HV14367	95	8.85%	20,00,00,000	22-Dec-23	26-Mar-24	CRISIL A1+ / CARE A1	Unsecured	NA	IPA: The Federal Bank Ltd.
38	INE01HV14375	91	8.85%	20,00,00,000.00	04-Jan-24	04-Apr-24	CRISIL A1+ / CARE A1+	Unsecured	NA	IPA: The Federal Bank Ltd.
39	INE01HV14383	90	8.70%	10,70,00,000.00	04-Jan-24	03-Apr-24	CRISIL A1+ / CARE A1+	Unsecured	NA	IPA: The Federal Bank Ltd.
40	INE01HV14391	91	8.85%	12,00,00,000.00	23-Jan-24	23-Apr-24	CRISIL A1+ / CARE A1+	Unsecured	NA	IPA: The Federal Bank Ltd.

SERIES OF NCS	ISIN	TENOR / PERIOD OF MATURITY	COUPON	AMOUNT OUTSTANDING (IN INR)	DATE OF ALLOTMENT	REDEMPTION DATE / SCHEDULE	CREDIT RATING	SECURED / UNSECURED	SECURITY	OTHER DETAILS VIZ. DETAILS OF ISSUING AND PAYING AGENT, DETAILS OF CREDIT RATING AGENCIES
41	INE01HV14409	91	8.85%	30,00,00,000.00	29-Jan-24	29-Apr-24	CRISIL A1+ / CARE A1+	Unsecured	NA	IPA: The Federal Bank Ltd.
42	INE01HV14417	177	9.40%	25,00,00,000.00	31-Jan-24	26-Jul-24	CRISIL A1+ / CARE A1+	Unsecured	NA	IPA: The Federal Bank Ltd.
43	INE01HV14219	27	9.00%	25,00,00,000.00	29-Feb-24	27-Mar-24	CRISIL A1+ / CARE A1+	Unsecured	NA	IPA: The Federal Bank Ltd.
44	INE01HV14219	23	9.00%	25,00,00,000.00	04-Mar-24	27-Mar-24	CRISIL A1+ / CARE A1+	Unsecured	NA	IPA: The Federal Bank Ltd.
45	INE01HV14425	180	9.30%	25,00,00,000.00	27-Mar-24	23-Sep-24	CRISIL A1+ / CARE A1+	Unsecured	NA	IPA: The Federal Bank Ltd.
46	INE01HV14433	91	9.25%	10,00,00,000.00	26-Mar-24	25-Jun-24	CRISIL A1+ / CARE A1+	Unsecured	NA	IPA: The Federal Bank Ltd.

(e) **List of top ten holders of non-convertible securities in terms of value (in cumulative basis) as the end of the last quarter, i.e., March 31, 2024:**

SR. NO.	NAME OF HOLDERS	CATEGORY OF HOLDER	FACE VALUE OF HOLDING	HOLDING AS A % OF TOTAL OUTSTANDING NON-CONVERTIBLE SECURITIES OF THE ISSUER
1.	STANDARD CHARTERED BANK	BANK-FOREIGN COMMERCIAL BANK	1,75,00,00,000.00	37.80%
2.	MAS FINANCIAL SERVICES LTD	CORPORATE BODY-DOMESTIC	50,90,00,000.00	11.00%
3.	SHYAM METALICS AND ENERGY LIMITED	CORPORATE BODY-DOMESTIC	50,00,00,000.00	10.80%
4.	SUNDARAM FINANCE LTD	CORPORATE BODY-DOMESTIC	50,00,00,000.00	10.80%
5.	AJANTA PHARMA LIMITED	CORPORATE BODY-DOMESTIC	25,00,00,000.00	5.40%
6.	ROYAL SUNDARAM GENERAL INSURANCE CO. LIMITED	INSURANCE COMPANY REGISTERED WITH IRDA	25,00,00,000.00	5.40%
7.	KALE LOGISTICS SOLUTIONS PRIVATE LIMITED	CORPORATE BODY-DOMESTIC	22,10,00,000.00	4.77%

SR. NO.	NAME OF HOLDERS	CATEGORY OF HOLDER	FACE VALUE OF HOLDING	HOLDING AS A % OF TOTAL OUTSTANDING NON-CONVERTIBLE SECURITIES OF THE ISSUER
8.	ASIAN INSTITUTE OF GASTRO ENTEROLOGY PRIVATE LIMITED	CORPORATE BODY-DOMESTIC	22,00,00,000.00	4.75%
9.	KAIRUS SHAVAK DADACHANJI	RESIDENT-ORDINARY	21,64,00,000.00	4.67%
10.	SOVEVAX BIOLOGICS PRIVATE LIMITED	CORPORATE BODY-DOMESTIC	21,28,00,000.00	4.60%

(f) **List of top ten holders of Commercial paper in terms of value (in cumulative basis) as at the end of the last quarter, i.e., March 31, 2024:**

SR. NO.	NAME OF HOLDERS	CATEGORY OF HOLDER	FACE VALUE OF HOLDING	HOLDING AS A % OF TOTAL OUTSTANDING NON-CONVERTIBLE SECURITIES OF THE ISSUER
1.	VENKATESH RAMARATHINAM	RESIDENT-ORDINARY	50,00,00,000	37.68%
2.	UNITY SMALL FINANCE BANK LIMITED	BANK-CO OPERATIVE	50,00,00,000	37.68%
3.	V M SALGAOCAR AND BROTHER PRIVATE LIMITED	CORPORATE BODY-DOMESTIC	20,00,00,000	15.07%
4.	KHANNA HOTELS PVT. LTD.	CORPORATE BODY-DOMESTIC	10,70,00,000	8.06%
5.	K R KRISHNA	RESIDENT-ORDINARY	2,00,00,000	1.51%

(g) **Details of the bank fund based facilities/ rest of the borrowing (if any, including hybrid debt like Foreign Currency Convertible Bonds (FCCB), Optionally Convertible Debentures/ Preference Shares) from financial institutions or financial creditors as at the end of the last quarter, i.e., March 31, 2024:**

NAME OF PARTY (IN CASE OF FACILITY)/ NAME OF INSTRUMENT	TYPE OF FACILITY / INSTRUMENT	AMOUNT SANCTIONED/ ISSUED	PRINCIPAL AMOUNT OUTSTANDING	DATE OF REPAYMENT/ SCHEDULE	CREDIT RATING	SECURED / UNSECURED	SECURITY
Nil							

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

Please refer Section 6.9(g) above.

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

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

Please refer Section 6.16 of the General Information Document for the details of any outstanding borrowings taken/ debt securities issued for consideration other than cash. There are no changes to the information set out in Section 6.16 of the General Information Document.

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

S. NO.	PARTICULARS OF DISCLOSURE	DETAILS
1.	**Details with regard to lending done out of the issue proceeds of earlier issuances of debt securities (whether public issue or private placement) by issuer**	**Lending Policy**: Please refer Annexure XII. **Classification of Loans given to associate or entities related to Board, Senior management, promoters, etc**: Please refer Annexure XII. **Classification of loans into several maturity profile denomination**: Please refer Annexure XII. **Aggregated exposure to top 20 borrowers**: Please refer Annexure XII. **Details of loans, overdue and classified as Non performing assets (NPA)**: Please refer Annexure XII.
2.	**Details of borrowings granted by issuer**	**Portfolio Summary of borrowings made by issuer**: Please refer Annexure XII. **Quantum and percentage of Secured vs. Unsecured borrowings**: Please refer Annexure XII.
3.	**Details of change in shareholding**	**Any change in promoters' shareholding in the Issuer during preceding financial year beyond the threshold prescribed by Reserve Bank of India**: Please refer Annexure XII.
4.	**Disclosure of Assets under management**	**Segment wise break up and type of loans**: Please refer Annexure XII.
5.	**Details of borrowers**	**Geographical location wise**: Please refer Annexure XII.
6.	**Details of Gross NPA**	**Segment wise**: Please refer Annexure XII.
7.	**Details of Assets and Liabilities**	**Residual maturity profile wise into several bucket**: Please refer Annexure XII.

S. NO.	PARTICULARS OF DISCLOSURE	DETAILS
8.	**Additional details of loans made by, Housing Finance Company**	N.A.
9.	**Disclosure of latest ALM statements to stock exchange**	Please refer Annexure XII.

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

The Issuer has not defaulted and/or delayed in payments of interest and principal of any kind of term loans, debt securities, commercial paper and other financial indebtedness including corporate guarantee or letters of comfort issued by the Issuer, in the preceding three years and the current financial year, except that the Issuer has received information of technical delays in payments of interest and/or principal amount of certain term loans from respective lenders, on account of technical errors, system issues etc. The details of such technical delays are as set out below:

Financial Year	Number of technical delays
2020-21	0
2021-22	7
2022-23	29
2023-24	65

The Issuer further confirms that it has not received any notice of default to recall such loans from any of its lenders on account of such technical delays and all its accounts are standard as on date of this Key Information Document.

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

Please refer Section 6.19 of the General Information Document for the details of the material event/development or change on the financials/credit quality (e.g. any material regulatory proceedings against the Issuer/promoters, tax litigations resulting in material liabilities, corporate restructuring event etc.). There are no changes to the information set out in Section 6.19 of the General Information Document.

6.20 **Any litigation or legal action pending or taken by a Government Department or a statutory body or regulatory body during the three years immediately preceding the year of the issue of the issue document against the promoter of the company:**

Please refer Section 6.20 of the General Information Document for the details of the any litigation or legal action pending or taken by a Government Department or a statutory body or regulatory body during the three years immediately preceding the year of the issue of the Key Information Document against the promoter of the Issuer. There are no changes to the information set out in Section 6.20 of the General Information Document.

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

Please refer Section 6.21 of the General Information Document for the details of default and non-payment of statutory dues for the Financial Years ended March 31, 2022 and March 31, 2023. There are no additional details for the Financial Year ended March 31, 2024 and the current Financial Year.

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

Please refer Section 6.22 of the General Information Document for the details of the relevant pending litigation involving the Issuer, promoter, director, subsidiaries, group companies or any other person. There are no changes to the information set out in Section 6.22 of the General Information Document.

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

Please refer Section 6.23 of the General Information Document for the details of acts of material frauds committed against the Issuer for the Financial Years ended March 31, 2022 and March 31, 2023. There are no additional details for the Financial Year ended March 31, 2024 and the current Financial Year.

6.24 **Details of pending proceedings initiated against the issuer for economic offences, if any**

Please refer Section 6.24 of the General Information Document for the details of the pending proceedings initiated against the issuer for economic offences, if any. There are no changes to the information set out in Section 6.24 of the General Information Document.

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

Please refer Section 6.25 of the General Information Document for the details of related party transactions entered for Financial Years ended March 31, 2022, and March 31, 2023.

Please refer below for these details for the Financial Year ended March 31, 2024 and the current Financial Year:

Financial Year 2023-24:

Name of related party	Loans	Guarantees	Securities
	Fiscal 2024	Fiscal 2024	Fiscal 2024
A. Transactions During the Year			
Loan Given			
Vivriti Asset Management Private Limited	3,900.00	-	-
Aye Finance Private Limited	-	-	-
Shapos Services Private Limited	1,813.17	-	-
Sonata Finance Private Limited	-	-	-
UC Inclusive Credit Private Limited	2,000.00	-	-
Loans repaid		-	-
Vivriti Asset Management Private Limited	-	-	-
Epimoney Private Limited	166.67	-	-
Shapos Services Private Limited	3,328.07	-	-
Sonata Finance Private Limited	-	-	-
UC Inclusive Credit Private Limited	1,764.58	-	-
Aye Finance Private Limited	1,222.22		

Name of related party	Loans	Guarantees	Securities
	Fiscal 2024	Fiscal 2024	Fiscal 2024
Investments in Debentures			
Aye Finance Private Limited	-	-	-
Investments in PTC			
Epimoney Private Limited	-	-	4,076.50
Secondary purchase of investments in MLDs of other entities			
Credavenue Private Limited		-	18,762.28
Credavenue Securities Private Limited		-	19,264.66
Secondary sale of investment in MLDs of other entities			
Credavenue Private Limited	-	-	18,145.61
Credavenue Securities Private Limited	-	-	29,450.69
Secondary sale of Investments in Alternative Investment Funds			
Vivriti Asset Management Private Limited	-	-	5,841.95
Credavenue Securities Private Limited			7,530.03
Subscription of Company's debt securities (borrowings)			
Credavenue Private Limited	-	-	-
Credavenue Securities Private Limited	-	-	5,000.00
Redemption of Company's debt securities (borrowings)			
Credavenue Securities Private Limited	-	-	4,837.64
Investment in CCPS			
Vivriti Asset Management Private Limited	-	-	-
Conversion of Loan to Equity Share Capital			
Vivriti Asset Management Private Limited	-	-	4,700
Investment in Equity			
Vivriti Asset Management Private Limited	-	-	-
Credavenue Private Limited			-
B) Balances as at the year-end:			
Investment in Equity			
Vivriti Asset Management Private Limited	-	-	7,451.00
Credavenue Private Limited	-	-	4,965.03
Investment in CCPS			
Vivriti Asset Management Private Limited	-	-	5,000.00
Loans (At Amortised cost)			
Vivriti Asset Management Private Limited	-	-	-
Epimoney Private Limited	-	-	-
Aye Finance Private Limited	2,801.46	-	-
Shapos Services Private Limited	2,055.86	-	-
Sonata Finance Private Limited	-	-	-
UC Inclusive Credit Private Limited	3,010.63	-	-
Investments in Debentures			
Aye Finance Private Limited	-	-	1,000.00
Debt Securities (Borrowings)			
Credavenue Private Limited	-	-	-
Credavenue Securities Private Limited	-	-	322.84

Financial Year 2024-25 (Current Year):

The details of related party transactions entered during the current financial year will be prepared by the Issuer together with the financial results/statements of the Issuer. All relevant information will be provided to BSE in accordance with, and within the time period prescribed under, the LODR Regulations.

6.26 **In case the issuer is a Non-Banking Finance Company (NBFC) and the objects of the issue entail loan to any entity who is a 'group company' then disclosures shall be made in the following format:**

S. NO.	NAME OF THE BORROWER (A)	AMOUNT OF ADVANCES /EXPOSURES TO SUCH BORROWER (GROUP) (RS. CRORE) (B)	PERCENTAGE OF EXPOSURE (C)= B/TOTAL ASSETS UNDER MANAGEMENT
Not Applicable.			

6.27 **In order to allow investors to better assess the issue, the following additional disclosures shall be made by the issuer in the issue documents: (i) A portfolio summary with regards to industries/ sectors to which borrowings have been granted by NBFCs. (ii) Quantum and percentage of secured vis-à-vis unsecured borrowings granted by NBFCs. (iii) Any change in promoters' holdings in NBFCs during the preceding financial year beyond the threshold specified by the Reserve Bank of India from time to time.**

Please refer Annexure XII.

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

PARTICULARS	REFERENCING
Directors	Please refer Annexure VII in respect of the resolutions passed at the meeting of the board of directors of the Issuer.
Auditors	As the Debentures will be issued by way of private placement to identified investors in accordance with the process prescribed by SEBI, and as no auditor's report is being obtained in respect of this issue of Debentures, the Issuer believes that no specific consent from the auditor is required.
Bankers to issue	As the Debentures will be issued by way of private placement to identified investors in accordance with the process prescribed by SEBI, no bankers have been appointed in respect of such issue of Debentures.
Trustees	The consent letter from Debenture Trustee is provided in Annexure II of this Key Information Document.
Solicitors /Advocates	Not Applicable.
Legal Advisors	Not Applicable.
Lead Manager	Not Applicable.
Registrar	The consent letter from the Registrar is provided in Annexure II of this Key Information Document.
Lenders of the Issuer	As the Debentures will be issued by way of private placement to identified investors in accordance with the process prescribed by SEBI, and as no statements or confirmations from any lenders are being obtained in respect of this issue of Debentures, the Issuer believes that no specific consent from the lenders of the Issuer is required.
Experts	As the Debentures will be issued by way of private placement to identified investors in accordance with the process prescribed by SEBI, and as no statements or confirmations from any experts are being obtained in respect of this issue of Debentures, the Issuer believes that

PARTICULARS	REFERENCING
	no specific consent from the lenders of the Issuer is required.

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

The Debenture Trustee of the proposed Debentures is Beacon Trusteeship Limited. Beacon Trusteeship Limited has given its written consent for its appointment as debenture trustee to the Issue and inclusion of its name in the form and context in which it appears in this Key Information Document and in all the subsequent periodical communications sent to the Debenture Holders. The consent letter from Debenture Trustee is provided in Annexure II of this Key Information Document.

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

Not Applicable.

6.31 **Disclosure of cash flow with date of interest/dividend/ redemption payment as per day count convention**

(a) ***The day count convention for dates on which the payments in relation to the non-convertible securities which need to be made***: Please refer to the sub-sections named "*Day Count Basis (Actual/Actual)*" and "*Business Day Convention*" under Section 8.1 of this Key Information Document.

(b) ***Procedure and time schedule for allotment and issue of securities***: Please refer Section 9 of this Key Information Document.

(c) ***Cash flows emanating from the non-convertible securities shall be mentioned in the Key Information Document, by way of an illustration***: The cashflows emanating from the Debentures, by way of an illustration, are set out under Annexure IV (*Illustration of Bond Cashflows*) of this Key Information Document.

6.32 **Disclosures pertaining to wilful defaulter:**

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

(i) ***Name of the bank declaring as a wilful defaulter:*** NIL

(ii) ***The year in which it was declared as a wilful defaulter:*** NIL

(iii) ***Outstanding amount when declared as a wilful defaulter:*** NIL

(iv) ***Name of the entity declared as a wilful defaulter:*** NIL

(v) ***Steps taken, if any, for the removal from the list of wilful defaulters:*** NIL

(vi) ***Other disclosures, as deemed fit*** by ***the issuer in order to enable investors to take informed decisions:*** NIL

(vii) ***Any other disclosure as specified by the Board***: N.A.

(b) **The fact that the issuer or any of its promoters or directors is a wilful defaulter shall be disclosed prominently on the cover page with suitable cross-referencing to the pages**: N.A.

6.33 **Undertaking by the Issuer**: Please refer Section 7.

6.34 **Risk Factors**: Please refer Section 4.

6.35 **Attestation by Directors**: Please refer Section 7.3 of the General Information Document.

6.36 **Other details:**

(a) ***Creation of Debenture Redemption Reserve (DRR) / Capital Redemption Reserve (CRR) - relevant legislations and applicability***: Please refer Section 6.36(a) of the General Information Document for the details in respect of the creation of DRR.

(b) ***Issue / instrument specific regulations - relevant details (Companies Act, Reserve Bank of India guidelines etc.)***: The Issue of Debentures shall be in conformity with the applicable provisions of the Companies Act including the relevant notified rules thereunder, the SEBI Debt Listing Regulations, the LODR Regulations, the Debenture Trustees Regulations, the SEBI Listed Debentures Circulars, and other RBI guidelines and SEBI guidelines applicable to issuance of non-convertible debentures by NBFCs on a private placement basis.

(c) ***Default in payment*:** Please refer to the sub-section named "*Default Interest Rate*" and "*Additional Disclosures (Default in Payment)*" of Section 8.1 (*Summary Terms*) in respect of the additional interest in the event of a default in payment, and Section 8.2.6.2(a) in respect of the event of default in the event of a default in payment.

(d) ***Delay in listing*:** Please refer the section named "*Listing (name of stock Exchange(s) where it will be listed and timeline for listing)*" of Section 8.1 (*Summary Terms*) in relation to the listing requirements in respect of the Debentures and section named "*Additional Disclosures (Delay in Listing)*" of Section 8.1 (*Summary Terms*) in respect of the default interest in the event of delay in listing.

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

(i) 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 Listing Timelines Requirements.

(ii) The Debentures shall be deemed to be allotted to the Debenture Holders on the Deemed Date of Allotment. All benefits relating to the Debentures are available to the Debenture Holders from the Deemed Date of Allotment.

(iii) If the Issuer fails to allot the Debentures to the Applicants within 60 (sixty) calendar days from the date of receipt of the Application Money ("**Allotment Period**"), it shall repay the Application Money to the Applicants within 15 (fifteen) calendar days from the expiry of the Allotment Period ("**Repayment Period**").

(iv) If the Issuer fails to repay the Application Money within the Repayment Period, then Issuer shall be liable to repay the Application Money along with interest at 12% (twelve percent) per annum, gross of withholding taxes, from the expiry of the Allotment Period.

(f) ***Issue details***: Please refer to Section 8 of this Key Information Document.

(g) ***Application process***: The application process for the Issue is as provided in Section 9 of this Key Information Document.

(h) ***Disclosure prescribed under PAS-4 of Companies (Prospectus and Allotment of Securities), Rules, 2014 but not contained in this schedule, if any*:** The finalised form of the PPOA prepared in accordance with the Form PAS 4 prescribed under the Companies (Prospectus and Allotment of Securities) Rules, 2014 is provided in Annexure IX. Please refer Annexure IX for all disclosures required under the Companies (Prospectus and Allotment of Securities) Rules, 2014.

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

6.37 **Other matters and reports**:

(a) **If the proceeds, or any part of the proceeds, of the issue of the debt securities are or is to be applied directly or indirectly:**

(i) in the purchase of any business; or

(ii) in the purchase of an interest in any business and by reason of that purchase, or anything to be done in consequence thereof, or in connection therewith

the company shall become entitled to an interest in either the capital or profits and losses or both, in such business exceeding fifty per cent. thereof, a report made by a chartered accountant (who shall be named in the issue document) upon -

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

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

Not Applicable. The proceeds from the issue of Debentures will be utilised in accordance with the Purpose (as set out in Section 8.1 below).

(b) **In purchase or acquisition of any immoveable property including indirect acquisition of immoveable property for which advances have been paid to third parties, disclosures regarding**

(i) the names, addresses, descriptions and occupations of the vendors;

(ii) the amount paid or payable in cash, to the vendor and where there is more than one vendor, or the company is a sub-purchaser, the amount so paid or payable to each vendor, specifying separately the amount, if any, paid or payable for goodwill;

(iii) the nature of the title or interest in such property proposed to be acquired by the company; and

(iv) the particulars of every transaction relating to the property completed within the two preceding years, in which any vendor of the property or any person who is or was at the time of the transaction, a promoter or a director or proposed director of the company, had any interest, direct or indirect, specifying the date of the transaction and the name of such promoter, director or proposed director and stating the amount payable by or to such vendor, promoter, director or proposed director in respect of the transaction:

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

Not Applicable. The proceeds from the issue of Debentures will be utilised in accordance with the Purpose (as set out in Section 8.1 below).

(c) **If:**

(i) the proceeds, or any part of the proceeds, of the issue of the debt securities are or are to be applied directly or indirectly and in any manner resulting in the acquisition by the company of shares in any other body corporate; and -

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

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

B. the assets and liabilities of the other body corporate as on the latest date to which its accounts were made up.

Not Applicable. The proceeds from the issue of Debentures will be utilised in accordance with the Purpose (as set out in Section 8.1 below).

(d) **The said report shall:**

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

(ii) where the other body corporate has subsidiaries, deal with the profits or losses and the assets and liabilities of the body corporate and its subsidiaries in the manner as provided in Section 6.37(c)(ii) above.

Not Applicable.

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

Please refer Section 6.37(e) of the General Information Document for the broad lending and borrowing policy of the Issuer.

(f) **The aggregate number of securities of the issuer company and its subsidiary companies purchased or sold by the promoter group, and by the directors of the company which is a promoter of the issuer company, and by the directors of the issuer company and their relatives, within six months immediately preceding the date of filing the issue document with the Registrar of Companies are as follows**.

NIL

(g) **The matters relating to: (i) Material contracts; (ii) Time and place at which the contracts together with documents will be available for inspection from the date of issue document until the date of closing of subscription list**

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

The contracts and documents referred to hereunder are material to the Issue, may be inspected at the registered office of the Issuer between on 10.00 am to 4.00 pm Business Days.

S. No.	Nature of Contract
1.	Certified true copy of the memorandum of association, the articles of association, and the certificate of incorporation of the Issuer.
2.	Resolution dated May 9, 2024, of the board of directors of the Issuer read with the resolution dated June 14, 2024 of the borrowing committee of the board of directors of the Issuer.
3.	Resolution dated June 13, 2024, of the shareholders of the Issuer under Section 180(1)(c) of the Companies Act.
4.	Resolution dated June 13, 2024, of the shareholders of the Issuer under Section 180(1)(a) of the Companies Act.
5.	Resolution dated June 13, 2024, of the shareholders of the Issuer under Section 42 of the Companies Act.
6.	Annual reports of the Issuer for the last 3 (three) Financial Years.
7.	Credit rating letter, the rating rationale and the press release from the Rating Agency.
8.	Letter from Beacon Trusteeship Limited dated June 13, 2024, giving its consent to act as Debenture Trustee.
9.	Letter from Integrated Registry Management Services Private Limited dated June 14, 2024, giving its consent to act as Register and Transfer Agent.
10.	The tripartite agreement(s) executed between the Issuer, the Registrar and the relevant Depositories.
11.	The application made to BSE for grant of in-principle approval, and the in-principle approval provided by the BSE, each in respect of the General Information Document.
12.	The due diligence certificate(s) issued by the Debenture Trustee pursuant to the SEBI Debenture Trustees Master Circular and the other SEBI Listed Debentures Circulars.
13.	The Transaction Documents (including the Debt Disclosure Documents).

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

Please refer page 58 (Note 36) of the audit report for the Financial Year ended March 31, 2022, page 59 (Note 36) of the audit report for the Financial Year ended March 31, 2023, and page 58 (Note 36) of the audit report for the Financial Year ended March 31, 2024, which sets out the details of the related party transactions entered into by the Issuer.

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

Please refer Section 6.37(i) of the General Information Document for the summary of reservations or qualifications or adverse remarks of auditors for the Financial Years ended March 31, 2022, and March 31, 2023.

Please refer below for these details for the Financial Year ended March 31, 2024:

NIL

(j) **The details of:**

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

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

Please refer Section 6.37(j) of the General Information Document. There are no changes to the information set out in Section 6.37(j) of the General Information Document.

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

Please refer Section 6.37(k) of the General Information Document for the details of acts of material frauds committed against the issuer in the preceding three financial years and current financial year. There are no changes to the information set out in Section 6.37(k) of the General Information Document.

6.38 **Summary Terms**: Please refer Section 8.1 (*Summary Terms*).

SECTION 7: UNDERTAKINGS

Please refer Section 7 of the General Information Document for the undertakings by the Issuer, and attestation by the directors. Please refer below for the undertaking on security:

7.1 UNDERTAKING ON SECURITY

(a) The assets over which security is proposed to be created to secure the Debentures are sole and absolute property of the Issuer and are free from any mortgage, charge or encumbrance and are not subject to any *lis pendens*, attachment, or other order or process issued by any Governmental Authority.

(b) The assets over which security is proposed to be created to secure the Debentures to meet the hundred percent security cover or higher security cover are free from any encumbrances and in case the assets are encumbered, the permissions or consent to create any further charge on the assets has been obtained from the existing creditors to whom the assets are charged, prior to creation of the charge.

(c) The Issuer hereby undertakes that the assets on which the first ranking exclusive charge is created by the Issuer in favour of the Debenture Trustee to secure the obligations of the Issuer in relation to the Debentures under the terms of the Deed of Hypothecation, being the Hypothecated Assets, are free from any encumbrances.

SECTION 8: KEY TERMS OF THE ISSUE

8.1 SUMMARY TERMS

Security Name (Name of the non-convertible securities which includes Coupon / dividend, Issuer Name and maturity year) e.g. 8.70% XXX 2015.	9.90% Vivriti Capital 2025
Issuer	Vivriti Capital Limited
Type of Instrument	Listed, rated, senior, secured, redeemable, taxable, non-convertible debentures.
Nature of Instrument (Secured or Unsecured)	Secured
Seniority (Senior or Subordinated)	Senior
Eligible Investors	Please refer Section 9.7.
Listing (name of stock Exchange(s) where it will be listed and timeline for listing)	(a) The Issuer shall submit all duly completed documents (including the application for listing) to the BSE, SEBI, the jurisdictional registrar of companies or any other Governmental Authority, as are required under Applicable Law and obtain the listing of the Debentures within the timelines prescribed under the SEBI Listing Timelines Requirements ("**Listing Period**"). (b) The Issuer shall ensure that the Debentures continue to be listed on the wholesale debt market segment of the BSE. (c) The Issuer shall ensure that the Debentures at all times are rated in accordance with the provisions of the Transaction Documents and that the rating of the Debentures is not withdrawn until the Final Settlement Date. (d) In the event there is any delay in listing of the Debentures beyond the Listing Period, the Issuer will pay to the Debenture Holders, penal interest of 1% (one percent) per annum over the Interest Rate, from the Deemed Date of Allotment until the listing of the Debentures is completed.
Rating of the Instrument	"CARE A+/Stable" by CARE Ratings Limited
Issue Size	INR 100,00,00,000 (Indian Rupees One Hundred Crore) inclusive of a green shoe option of INR 40,00,00,000 (Indian Rupees Forty Crore). Pursuant to this Key Information Document, the addressee of this Key Information Document has the option to subscribe to an additional amount of up to 4,000 (four thousand) listed, rated, senior, secured, redeemable, taxable, non-convertible debentures denominated in Indian Rupees, having face value of INR 1,00,000 (Indian Rupees One Lakh) each and an aggregate face value of INR 40,00,00,000 (Indian Rupees Forty Crore) ("**Green Shoe Option**").)
Minimum Subscription	Minimum application shall not be less than INR 1,00,00,000 (Indian Rupees One Crore) (being 100 (one hundred) Debentures) and in multiples of 1 (one) Debenture thereafter.
Option to retain oversubscription (Amount)	Not Applicable. However, pursuant to this Key Information Document, the addressee of this Key Information Document has the option to subscribe to an additional amount of up to

	4,000 (four thousand) listed, rated, senior, secured, redeemable, taxable, non-convertible debentures denominated in Indian Rupees, having face value of INR 1,00,000 (Indian Rupees One Lakh) each and an aggregate face value of INR 40,00,00,000 (Indian Rupees Forty Crore).
Objects of the Issue / Purpose for which there is requirement of funds	(I) The funds raised by the Issue shall be utilized by the Issuer for the following purposes ("**Purpose**"): (a) for general corporate purposes of the Issuer; and (b) for utilization in the ordinary course of business of the Issuer (including repayment/re-financing of any existing Financial Indebtedness of the Issuer). The amount equivalent to 100% of the funds raised by the Issue will be utilized towards the Purpose. The Issuer has not, as of the date of this Key Information Document, determined the specific allocation between the objects set out in paragraphs (a) and (b) above. (II) The funds raised by the Issue shall be utilised by the Issuer solely for the Purpose and the Issuer shall not use the proceeds of the Issue towards: (a) any capital market instrument such as equity, debt, debt linked, and equity linked instruments or any other capital market related activities (whether directly or indirectly); (b) any speculative purposes; (c) any activities mentioned in the Exclusion List; (d) investment in the real estate sector/real estate business (including the acquisition/purchase of land); and (e) in contravention of Applicable Law (including without limitation, any guidelines, rules or regulations of the RBI and SEBI). PROVIDED HOWEVER THAT the Issuer shall, until the utilization of the proceeds of the Issue towards the Purpose, be entitled to temporarily invest the funds raised by the Issue in liquid mutual funds, deposits held with scheduled commercial banks, and/or treasury investments/operations of the Issuer, in accordance with such principles and requirements for such operations as may be agreed between the Issuer and the Debenture Holders from time to time.
In case the issuer is a NBFC and the objects of the issue entail loan to any entity who is a 'group company' then disclosures shall be made in the following format:	Not Applicable.
Details of the utilization of the Proceeds	(I) The funds raised by the Issue shall be utilized by the Issuer for the following purposes: (a) for general corporate purposes of the Issuer; and

	(b) for utilization in the ordinary course of business of the Issuer (including repayment/re-financing of any existing Financial Indebtedness of the Issuer). The amount equivalent to 100% of the funds raised by the Issue will be utilized towards the Purpose. The Issuer has not, as of the date of this Key Information Document, determined the specific allocation between the objects set out in paragraphs (a) and (b) above. (II) The funds raised by the Issue shall be utilised by the Issuer solely for the Purpose and the Issuer shall not use the proceeds of the Issue towards: (a) any capital market instrument such as equity, debt, debt linked, and equity linked instruments or any other capital market related activities (whether directly or indirectly); (b) any speculative purposes; (c) any activities mentioned in the Exclusion List; (d) investment in the real estate sector/real estate business (including the acquisition/purchase of land); and (e) in contravention of Applicable Law (including without limitation, any guidelines, rules or regulations of the RBI and SEBI). PROVIDED HOWEVER THAT the Issuer shall, until the utilization of the proceeds of the Issue towards the Purpose, be entitled to temporarily invest the funds raised by the Issue in liquid mutual funds, deposits held with scheduled commercial banks, and/or treasury investments/operations of the Issuer, in accordance with such principles and requirements for such operations as may be agreed between the Issuer and the Debenture Holders from time to time.
Coupon/Dividend Rate	9.90% (nine decimal nine zero percent) per annum (fixed). The indicative interest payment and redemption schedule is set out in Annexure IV.
Step Up/ Step Down Coupon Rate	Not Applicable
Coupon/Dividend Payment Frequency	Quarterly. The illustrative interest payment schedule is set out in Annexure IV.
Coupon/Dividend Payment Dates	The illustrative interest payment schedule is set out in Annexure IV.
Cumulative / non cumulative, in case of dividend	Not Applicable.
Coupon Type (Fixed, floating or other structure)	Fixed
Coupon Reset Process (including rates, spread,	Not Applicable.

effective date, interest rate cap and floor etc	
Day Count Basis (Actual/Actual)	Actual / Actual
Interest on Application Money	(i) No interest on the Application Money is required to be paid by the Issuer to the Applicants. (ii) 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 by electronic mode of transfer like RTGS/NEFT/direct credit. Details of allotment will be sent to every successful Applicant.
Default Interest Rate	(a) On the occurrence of a Payment Default, the Issuer agrees to pay additional interest at 2% (two percent) per annum over the Interest Rate in respect of the Debentures on the Outstanding Principal Amounts from the date of the occurrence of a Payment Default until such Payment Default is cured or the Secured Obligations are repaid (whichever is earlier), on each Interest Payment Date occurring during the aforementioned period. (b) In the event the Issuer fails to maintain the Security Cover in accordance with the Transaction Documents, the Issuer agrees to pay additional interest at 1% (one percent) per annum over the Interest Rate in respect of the Debentures on the Outstanding Principal Amounts from the date of the occurrence of a failure/default until the Security Cover is met or the Secured Obligations are repaid (whichever is earlier), on each Interest Payment Date occurring during the aforementioned period.
Tenor	14 (fourteen) months and 2 (two) days from Deemed Date of Allotment
Redemption Date / Maturity Date	August 22, 2025, being the date occurring on the expiry of a period of 14 (fourteen) months and 2 (two) days from the Deemed Date of Allotment
Redemption Amount	INR 1,00,000 (Indian Rupees One Lakh) per Debenture. The illustrative redemption schedule is set out in Annexure IV.
Redemption Premium/ Discount	Not Applicable
Issue Price	INR 1,00,000 (Indian Rupees One Lakh) per Debenture
Discount at which security is issued and the effective yield as a result of such discount	Not Applicable
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	INR 1,00,000 (Indian Rupees One Lakh) per Debenture
Minimum subscription amount and in multiples thereafter	Minimum application shall not be less than INR 1,00,00,000 (Indian Rupees One Crore) (being 100 (one hundred) Debentures) and in multiples of 1 (one) Debenture thereafter.
Issue Timing	
1. Issue Opening Date	June 19, 2024
2. Issue Closing Date	June 19, 2024
3. Date of earliest closing of the issue, if any.	N.A.
4. Pay-in Date	June 20, 2024
5. Deemed Date of Allotment	June 20, 2024
Settlement Mode of the Instrument	Please refer Section 9 below.
Depository	NSDL and CDSL
Disclosure of Interest/Dividend/ redemption dates	Please refer Annexure IV below.
Record Date	15 (fifteen) calendar days prior to each Due Date.
All covenants of the issue (including side letters, accelerated payment clause, etc.)	To be more particularly set out in the DTD and the other Transaction Documents. Please also refer Section 8.2 (*Terms of the Transaction Documents*) below for an indicative list of representations and warranties of the Issuer, financial covenants, reporting covenants, affirmative covenants, and negative covenants, and acceleration on event of default. All other covenants prescribed by/commercially agreed with the proposed investors are set out in this Section 8.1 (*Summary Terms*).
Description regarding Security (where applicable) including type of security (movable/immovable/tangible etc.), type of charge (pledge/ hypothecation/ mortgage etc.), date of creation of security/ likely date of creation of security, minimum security cover, revaluation, replacement of security, interest to the debenture holder over and above the coupon rate as specified in the Trust Deed and disclosed	I. **SECURITY** (a) The Debentures and the Outstanding Amounts in respect thereof shall be secured on or prior to the Deemed Date of Allotment by way of (i) a first ranking, exclusive and continuing charge to be created in favour of the Debenture Trustee 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 ("**Deed of Hypothecation**") over certain identified book debts/loan receivables of the Issuer as described therein (the "**Hypothecated Assets**"), and (ii) such other security interest as may be agreed between the Issuer and the Debenture Holders ((i) and (ii) above are collectively referred to as the "**Transaction Security**"). (b) The value of the Hypothecated Assets shall at all times, commencing from the Deemed Date of Allotment and until the Final Settlement Date, be at least 1.05 (one decimal zero five) times the value of the Outstanding Amounts (the "**Security Cover**") and shall be maintained at all times until the Final

in the Key Information Document	Settlement Date. (c) The value of the Hypothecated Assets for this purpose (for both initial and subsequent valuations) shall be the amount reflected as the value thereof in the books of accounts of the Issuer. (d) The Issuer shall create the charge 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 within the time period prescribed under the Deed of Hypothecation. (e) The Debenture Trustee shall file the prescribed Form I with CERSAI reporting the charge created to the CERSAI within the time period prescribed under the Deed of Hypothecation. The Issuer will provide all information and assistance that the Debenture Trustee may require, to enable it to file the prescribed Form I with CERSAI within the time period prescribed under the Deed of Hypothecation. (f) The Issuer hereby further agrees, declares and covenants as follows: (i) 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; (ii) the Issuer shall not create any charge, lien or other encumbrance upon or over the Hypothecated Assets or any part thereof except in favour of the Debenture Trustee nor will it do or allow anything that may prejudice the Transaction Security; (iii) the Issuer shall, at the time periods set out in the Deed of Hypothecation, provide a list of the Hypothecated Assets to the Debenture Trustee over which charge is created and subsisting by way of hypothecation in favour of the Debenture Trustee (for the benefit of the Debenture Holders) and sufficient to maintain the Security Cover; (iv) the Issuer shall, within the timelines prescribed under the Deed of Hypothecation, add fresh receivables/Client Loans to the Hypothecated Assets so as to ensure that the Security Cover is maintained or replace such Hypothecated Assets that do not satisfy the eligibility criteria prescribed in the Transaction Documents; (v) the Issuer shall, within the timelines prescribed under the Deed of Hypothecation and as and when required by the Debenture Trustee, give full particulars to the Debenture Trustee of all the Hypothecated Assets from time to time; (vi) the security interest created on the Hypothecated Assets shall be a continuing security; and (vii) the Hypothecated Assets shall fulfil the eligibility criteria set out in the Deed of Hypothecation. II. **SPECIFIC DISCLOSURES**

	(a) **Type of security**: Book debts/loan receivables. (b) **Type of charge**: Hypothecation. (c) **Date of creation of security/ likely date of creation of security**: On or prior to the Deemed Date of Allotment. (d) **Minimum security cover**: At least 1.05 (one decimal zero five) times the value of the Outstanding Amounts. (e) **Revaluation**: N.A. (f) **Replacement of security**: The Issuer shall, within the timelines prescribed under the Deed of Hypothecation, add fresh receivables/Client Loans to the Hypothecated Assets so as to ensure that the Security Cover is maintained or replace such Hypothecated Assets that do not satisfy the eligibility criteria prescribed in the Transaction Documents. (g) **Interest over and above the coupon rate**: (i) In the event the Issuer fails to maintain the Security Cover in accordance with the Transaction Documents, the Issuer agrees to pay additional interest at 1% (one percent) per annum over the Interest Rate in respect of the Debentures on the Outstanding Principal Amounts from the date of the occurrence of a failure/default until the Security Cover is met or the Secured Obligations are repaid (whichever is earlier), on each Interest Payment Date occurring during the aforementioned period. (ii) In the event of any delay in the execution of any Transaction Document (including the DTD or the Deed of Hypothecation) or the creation of security in terms thereof beyond the time period prescribed under Applicable Law, the Issuer shall, at the option of the Debenture Holders, either: (i) if so required by the Debenture Holders, refund the Application Money together with interest (including interest accrued) at the Interest Rate/discharge the Secured Obligations; and/or (ii) pay to the Debenture Holders additional interest at the rate of 2% (two percent) per annum on the Outstanding Principal Amounts in addition to the Interest Rate until the relevant Transaction Document is duly executed or the security is duly created in terms thereof or the Secured Obligations are discharged (whichever is earlier).
Transaction Documents	means: (a) the DTD; (b) the Debenture Trustee Agreement; (c) the Deed of Hypothecation;

	(d) the Debt Disclosure Documents; (e) the letters issued by, and each memorandum of understanding/agreement entered into with, the Rating Agency, the Debenture Trustee and/or the Registrar; (f) each tripartite agreement between the Issuer, the Registrar and the relevant Depository; (g) all other documents, undertakings, letter-agreement(s), and the resolutions of the Issuer comprising the Conditions Precedent in relation to the issuance of the Debentures; and (h) any other document that may be designated as a Transaction Document by the Debenture Trustee or the Debenture Holders, and "Transaction Document" means any of them.
Conditions Precedent to Disbursement	The Issuer shall, prior to the Deemed Date of Allotment, fulfil the following conditions precedent, each in a form and manner satisfactory and acceptable to the Debenture Trustee/the Applicants: **AUTHORISATIONS** (a) a copy of the Constitutional Documents certified as correct, complete and in full force and effect by an authorised person of the Issuer; (b) copies of the authorisations, approvals and licenses received by the Issuer from the RBI; (c) a copy of the resolution of the Issuer's board of directors and any resolution of any committee of the board of directors authorising the execution, delivery and performance of the Transaction Documents certified as correct, complete and in full force and effect by an authorised person of the Issuer; (d) a copy of the resolution of the shareholders of the Issuer in accordance with Section 180(1)(c) of the Companies Act approving the borrowing contemplated under the Transaction Documents certified as correct, complete and in full force and effect by an authorised person of the Issuer; (e) a copy of the resolution of the shareholders of the Issuer in accordance with Section 180(1)(a) of the Companies Act approving the creation of Transaction Security in accordance with the terms of the Transaction Documents certified as correct, complete and in full force and effect by an authorised person of the Issuer; (f) a copy of the resolution of the shareholders of the Issuer under Section 42 of the Companies Act approving issuance of non-convertible debentures by the Issuer on a private placement basis certified as correct, complete and in full force and effect by an authorised person of the Issuer; **TRANSACTION DOCUMENTS** (g) execution, delivery and stamping of the Transaction Documents (including the Debt Disclosure Documents) in a form and manner satisfactory to the

	Debenture Trustee; **CERTIFICATES AND CONFIRMATIONS** (h) copies of the rating letter and the rating rationale issued by the Rating Agency in relation to the Debentures; (i) a copy of the consent from the Debenture Trustee to act as the debenture trustee for the issue of Debentures; (j) a copy of the tripartite agreement(s) executed between the Issuer, the Registrar and the relevant Depository; **OTHERS** (k) evidence that all "know your customer" requirements prescribed by the Debenture Trustee and the Applicants have been provided/fulfilled; (l) the audited financial statements/results of the Issuer for the Financial Year ended March 31, 2024; (m) a copy of the in-principle approval provided by the BSE in respect of the General Information Document; (n) a certificate from the authorised signatories of the Issuer addressed to the Debenture Trustee confirming as on the Deemed Date of Allotment/the date of the certificate that: (i) the details of the persons authorised to sign the Transaction Documents and any document to be delivered under or in connection therewith, on behalf of the Issuer, together with the names, titles and specimen signatures of such authorised signatories; (ii) the Issuer has the necessary power under the Constitutional Documents to borrow monies by way of the issuance of the Debentures and create the Transaction Security to secure such Debentures; (iii) the issuance of the Debentures and the creation of security over the Hypothecated Assets will not cause any limit, including any borrowing or security providing limit binding on the Issuer to be exceeded; (iv) the representations and warranties contained in the Transaction Documents are true and correct in all respects; (v) no Event of Default has occurred or is subsisting; (vi) no Material Adverse Effect has occurred; and (vii) no investor or shareholder consent/approval, pursuant to the articles of association of the Issuer or any shareholders' agreements or other documents/instruments entered into by the Issuer and its shareholders and investors, is required for the Issuer to enter into or perform its obligations under the Transaction Documents; and

	(o) such other information, documents, certificates, opinions and instruments as the Debenture Trustee and the Applicants may request in connection with the transactions contemplated under the Transaction Documents.
Conditions Subsequent to Disbursement	The Issuer shall fulfil the following conditions subsequent, to the satisfaction of the Debenture Trustee, following the Deemed Date of Allotment: (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 Listing Timelines Requirements; (b) the Issuer shall make the application for listing of the Debentures and obtain listing of the Debentures within the Listing Period; (c) the Issuer shall file a return of allotment of securities under Form PAS-3 in accordance with the Companies (Prospectus and Allotment of Securities) Rules, 2014 with the ROC within 15 (fifteen) calendar days of the allotment of the Debentures along with a list of the Debenture Holders and with the prescribed fee; (d) if so required, the Issuer shall maintain and file a copy of Form PAS-5 in accordance with the Companies (Prospectus and Allotment of Securities) Rules, 2014 in respect of the issue of the Debentures; (e) the Issuer shall, in respect of the Deed of Hypothecation, file a copy of Form CHG-9 with ROC and shall provide any information and all assistance that the Debenture Trustee may require to enable it to file the prescribed Form I with CERSAI, each within 30 (thirty) days from the date of execution of the Deed of Hypothecation; and (f) comply with such other conditions (including uploading/submitting of any information or documents to the SEBI/BSE) and provide such other information and documents as the Debenture Holders may reasonably request or as may be required under Applicable Law (including without limitation, the Companies Act, and any guidelines/circulars issued by the SEBI).
Events of Default (including manner of voting /conditions of joining Inter Creditor Agreement)	Please refer Section 8.2.6.2 below.
Creation of recovery expense fund	The Issuer hereby undertakes and confirms that it shall, within the time period prescribed under Chapter IV (*Recovery Expenses Fund*) of the SEBI Debenture Trustees Master Circular, establish and maintain the Recovery Expense Fund in such manner/mode as is prescribed under Chapter IV (*Recovery Expenses Fund*) of the SEBI Debenture Trustees Master Circular.
Conditions for breach of covenants (as specified in Debenture Trust Deed)	Please refer sections named "*Default Interest Rate*" above and Section 8.2.6 below.
Provisions related to Cross Default	The below is an Event of Default. (a) The Issuer:

	(i) 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; and/or (ii) 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 (determined without regard to whether any notice is required) any such Financial Indebtedness to become due prior to its stated maturity, and such Financial Indebtedness of the Issuer is declared to be due and payable. (b) Any acceleration of any Financial Indebtedness of the Issuer, wherein any Financial Indebtedness of the Issuer shall be declared to be due and payable, or required to be prepaid other than by a regularly scheduled required prepayment, prior to the stated maturity thereof, whether as a result of the occurrence of an event of default or the breach of any covenants (howsoever described and/or by whatever name called) under any financing documents that the Issuer is party to.
Role and Responsibilities of the Debenture Trustee	In addition to the powers conferred on the Debenture Trustee in the DTD and Applicable Law, and without limiting the liability of the Debenture Trustee, it is agreed as follows: (a) the Debenture Trustee may, in relation to the DTD 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; (b) subject to the approval of the Debenture Holders by way of a Special Resolution passed at a meeting of the Debenture Holders held for determining the liability of the Debenture Trustee, the Debenture Trustee shall, as regards all trusts, powers, authorities and discretions, have the discretion as to the exercise thereof and to the mode and time of exercise thereof. In the absence of any fraud, gross negligence, willful misconduct or breach of trust the Debenture Trustee shall not be responsible for any loss, costs, charges, expenses or inconvenience that may result from the aforementioned exercise or non-exercise thereof. The Debenture Trustee shall not be bound to act at the request or direction of the Debenture Holders under any provisions of the Transaction Documents unless sufficient amounts shall have been provided or provision to the satisfaction of the Debenture Trustee has been made for providing such amounts and the Debenture Trustee is indemnified to its satisfaction against all further costs, charges, expenses and liability which may be incurred in complying with such request or direction; (c) with a view to facilitating any dealing under any provisions of the DTD 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 DTD; (d) the Debenture Trustee shall not be responsible for the amounts paid by the Applicants for the Debentures; (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; (f) the Debenture Trustee and each receiver, attorney, manager, agent or other person appointed by it for the purposes of this Issue shall, subject to the provisions of the Companies 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; (g) subject to the approval of the Debenture Holders by way of a Special Resolution passed at a meeting of Debenture Holders held for determining the liability of the Debenture Trustee and in the absence of fraud, gross negligence, willful misconduct or breach of trust, the Debenture Trustee shall not be liable for any of its actions or deeds in relation to the Transaction Documents; (h) subject to the approval of the Debenture Holders by way of Special Resolution passed at a meeting of Debenture Holders held for determining the liability of the Debenture Trustee and in the absence of fraud, gross negligence, willful misconduct or breach of trust, the Debenture Trustee, shall not be liable for any default, omission or delay in performing or exercising any of the powers or trusts herein expressed or contained herein or in 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 Holders 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; (i) notwithstanding anything contained to the contrary in the DTD, 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; (j) the Debenture Trustee shall forward to the Debenture Holders copies of any information or documents from the Issuer pursuant to the DTD within 2 (two) Business Days of receiving such information or document from the Issuer; (k) the Debenture Trustee shall have the right to rely on notices, communications, advertisement or any information on the website of the

	Issuer or any other related party with respect to issue of Debentures; and (l) the Debenture Trustee shall, until the Final Settlement Date, adhere to and comply with its obligations and responsibilities under the SEBI Debenture Trustees Master Circular. PROVIDED THAT nothing contained in this sub-section shall exempt the Debenture Trustee or any receiver, attorney, manager, agent or other person appointed by the Debenture Trustee for the purposes of this Issue 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.
Risk factors pertaining to the issue	Please refer Section 4 (*Risk Factors*).
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 Chennai, India, and as more particularly provided for in the respective Transaction Documents.
Business Day Convention	(a) All payments in respect of the Debentures required to be made by the Issuer shall be made on a Business Day. (b) If any Due Date on which any interest or additional interest is payable falls on a day which is a Sunday or is not a Business Day, the payment to be made on such Due Date shall be made on the succeeding Business Day. (c) If any Due Date on which any Outstanding Principal Amounts are payable falls on a day which is a Sunday or is not a Business Day, the payment to be made on such Due Date shall be made on the preceding Business Day. (d) If the Final Redemption Date falls on a day which is a Sunday or is not a Business Day, the payment of any amounts in respect of the Outstanding Principal Amounts to be made shall be made on the preceding Business Day. (e) In the absence of anything to the contrary, if any day for performance of any acts under the Transaction Documents (other than those set out in (b) to (d) above) falls on a day which is not a Business Day, such acts shall be performed shall be made on the succeeding Business Day.
Additional Disclosures (Security Creation)	(i) In the event the Issuer fails to maintain the Security Cover in accordance with the Transaction Documents, the Issuer agrees to pay additional interest at 1% (one percent) per annum over the Interest Rate in respect of the Debentures on the Outstanding Principal Amounts from the date of the occurrence of a failure/default until the Security Cover is met or the Secured Obligations are repaid (whichever is earlier), on each Interest Payment Date occurring during the aforementioned period. (ii) In the event of any delay in the execution of any Transaction Document (including the DTD or the Deed of Hypothecation) or the creation of security in terms thereof beyond the time period prescribed under Applicable Law, the Issuer shall, at the option of the Debenture Holders, either: (A) if so required by the Debenture Holders, refund the Application Money together with interest (including interest accrued) at the

	Interest Rate/discharge the Secured Obligations; and/or (B) pay to the Debenture Holders additional interest at the rate of 2% (two percent) per annum on the Outstanding Principal Amounts in addition to the Interest Rate until the relevant Transaction Document is duly executed or the security is duly created in terms thereof or the Secured Obligations are discharged (whichever is earlier).
Additional Disclosures (Default in Payment)	On the occurrence of a Payment Default, the Issuer agrees to pay additional interest at 2% (two percent) per annum over the Interest Rate in respect of the Debentures on the Outstanding Principal Amounts from the date of the occurrence of a Payment Default until such Payment Default is cured or the Secured Obligations are repaid (whichever is earlier), on each Interest Payment Date occurring during the aforementioned period.
Additional Disclosures (Delay in Listing)	In the event there is any delay in listing of the Debentures beyond the Listing Period, the Issuer will pay to the Debenture Holders, penal interest of 1% (one percent) per annum over the Interest Rate, from the Deemed Date of Allotment until the listing of the Debentures is completed.
Multiple issuances under ISIN	The Issuer reserves the right to make multiple issuances under the same ISIN with reference to Chapter VIII (*Specifications related to ISIN for debt securities*) of the Listed NCDs Master Circular. Such issue can be made either by way of creation of a fresh ISIN or by way of issuance under an existing ISIN at premium/par/discount as the case may be in line with Chapter VIII (*Specifications related to ISIN for debt securities*) of the Listed NCDs Master Circular.
Right to repurchase	(a) The Issuer, subject to the Applicable Law, may, based on mutual discussions with any Debenture Holder, repurchase a part or all of the Debentures held by such Debenture Holder from the secondary market or otherwise, at any time prior to the Final Settlement Date. (b) In the event any or all of the Debentures are repurchased, or redeemed under any circumstances whatsoever, the Issuer shall have, and shall be deemed to have had, subject to Applicable Law, the power to re-issue the Debentures either by re-issuing the same Debentures or by issuing other non-convertible debentures in their place. (c) In respect of any repurchased/redeemed Debenture, the Issuer shall have the power to (either for a part or all of the Debenture) cancel, keep alive, appoint nominee(s) to hold or reissue at such price and on such terms and conditions as it may deem fit and as is permitted under Applicable Law.
Declaration required by BSE Limited	(a) This Issue of Debentures does not form part of non-equity regulatory capital mentioned under Chapter V of the Debt Listing Regulations and Chapter XIII (*Issuance, listing and trading non-equity regulatory capital*) of the Listed NCDs Master Circular. (b) The face value of each debt security/Debenture issued on private placement basis under this Issue is INR 1,00,000 (Indian Rupees One Lakh).

Note:

a. If there is any change in coupon rate pursuant to any event including lapse of certain time period or downgrade in rating, then such new coupon rate and events which lead to such change should be disclosed.

b. The list of documents which has been executed in connection with the issue and subscription of debt securities shall be annexed.

c. While the debt securities are secured to the extent of hundred per cent. of the amount of principal and interest or as per the terms of issue document, in favour of debenture trustee, it is the duty of the debenture trustee to monitor that the security is maintained.

d. The issuer shall provide granular disclosures in their Key Information Document, with regards to the "Object of the Issue" including the percentage of the issue proceeds earmarked for each of the "object of the issue".

8.2 TERMS OF THE TRANSACTION DOCUMENTS

8.2.1. Representations and Warranties of the Issuer

The Issuer makes the representations and warranties set out in this Section 8.2.1 to the Debenture Trustee for the benefit of the Debenture Holders as on the Effective Date, which representations shall be deemed to be repeated on each day until the Final Settlement Date.

(a) ***Status***

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

(ii) It is a non-banking financial company registered with the RBI.

(iii) It has the power to own its Assets and carry on its business as it is being conducted.

(b) ***Binding obligations***

(i) The DTD and the other Transaction Documents have been duly and validly executed and delivered by the Issuer.

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

(c) ***Non-conflict with other obligations***

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

(i) any Applicable Law, including but not limited to laws and regulations regarding anti-money laundering or terrorism financing and similar financial sanctions;

(ii) the Constitutional Documents; or

(iii) any material agreement or instrument binding upon it or any of its Assets.

(d) ***Power and authority***

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

(e) ***Validity and admissibility in evidence***

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

(i) to enable it lawfully to enter into, exercise its rights and comply with its obligations under the Transaction Documents to which it is a party;

(ii) to make the Transaction Documents to which it is a party admissible in evidence in its jurisdiction of incorporation; and

(iii) for it to carry on its business, and which are material,

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

(f) ***No default***

(i) No Event of Default has occurred and is continuing or would reasonably be expected to result from the execution or performance of any Transaction Documents or the issuance of the Debentures.

(ii) No other event or circumstance is outstanding which constitutes (or which would, with the lapse of time, the giving of notice, the making of any determination under the relevant document or any combination of the foregoing, constitute) a default or termination event (however described) under any other agreement or instrument which is binding on the Issuer or any of its Assets or which might have a Material Adverse Effect.

(g) ***Ranking***

The payment obligations of the Issuer under the Transaction Documents rank at least *pari passu* with the claims of all of its other senior secured creditors, except for obligations mandatorily preferred by Applicable Law applying to companies generally.

(h) ***No proceedings pending***

No litigation, arbitration, investigation, or administrative proceedings of or before any court, arbitral body or agency have been commenced or threatened against the Issuer, which if determined adversely, may have a Material Adverse Effect.

(i) ***No misleading information***

All information provided by the Issuer to the Debenture Trustee/Debenture Holders is true and accurate in all material respects as at the date it was provided or as at the date (if any) at which it is stated and is not misleading due to omission of material fact or otherwise.

(j) ***Compliance***

(i) The Issuer has complied with Applicable Law (including but not limited to environmental, social and taxation related laws for the Issuer to carry on its business, and all directions issued by the RBI as applicable to the Issuer).

(ii) There has not been and there is no investigation or enquiry by, or order, decree, decision or judgment of any Governmental Authority issued or outstanding or to the best of the Issuer's knowledge (after making due and careful enquiry), anticipated against the Issuer which would have a Material Adverse Effect.

(iii) No material notice or other material communication (official or otherwise) from any Governmental Authority has been issued or is outstanding or to the best of the Issuer's knowledge (after making due and careful enquiry), anticipated with respect to an alleged, actual or potential violation and/or failure to comply with any such Applicable Law or requiring them to take or omit any action. For the purposes of this paragraph (iii), the term "material" shall be determined/interpreted in accordance with the criteria prescribed under the SEBI LODR Regulations.

(iv) The Issuer shall complete all necessary formalities including all filings with the relevant regulatory authorities, including but not limited to the SEBI, the BSE, and the ROC and obtain all consents and approvals required for the completion of the Issue.

(k) ***Assets***

Except for the security interests and encumbrances created and recorded with the ROC, the Issuer has, free from any security interest or encumbrance, the absolute legal and beneficial title to, or valid leases or licenses of, or is otherwise entitled to use (in each case, where relevant, on arm's length terms), all material Assets necessary for the conduct of its business as it is being, and is proposed to be, conducted.

(l) ***Financial statements***

(i) Its audited financial statements most recently supplied to the Debenture Trustee were prepared in accordance with Applicable Accounting Standards consistently applied save to the extent expressly disclosed in such financial statements.

(ii) Its audited financial statements provided to the Debenture Trustee, give a true and fair view and represent its financial condition and operations during the Financial Year save to the extent expressly disclosed in such financial statements.

(m) ***Solvency***

(i) The Issuer is able to, and has not admitted its inability to, pay its debts as they mature and has not suspended making payment on any of its debts and it has not been deemed by a court to be unable to pay its debts for the purposes of Applicable Law, nor will it become unable to pay its debts for the purposes of Applicable Law as a consequence of entering into the DTD or any other Transaction Document.

(ii) The Issuer, by reason of actual or anticipated financial difficulties, has not commenced, and does not intend to commence, negotiations with one or more of its creditors with a view to rescheduling its Financial Indebtedness.

(iii) The value of the Assets of the Issuer is more than its liabilities (taking into account contingent and prospective liabilities) and it has sufficient capital to carry on its business.

(iv) The Issuer has not taken any corporate action nor has it taken any legal proceedings or other procedure or steps in relation to any bankruptcy proceedings.

(v) No insolvency or bankruptcy process has commenced under Applicable Law in respect of the Issuer (including pursuant to the (Indian) Insolvency and Bankruptcy Code, 2016, 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).

(vi) No reference has been made, or enquiry or proceedings commenced, in respect of the Issuer, before the National Companies Law Tribunal or under any mechanism or prescription of the RBI in respect of resolution/restructuring of stressed assets (including without limitation, under the Stressed Assets Framework).

(n) ***Hypothecated Assets***

(i) The Hypothecated Assets are (A) the sole and absolute property of the Issuer and have not been previously hypothecated, sold, transferred, or assigned to any other bank or financial institution, (B) free from any other mortgage, charge, lien or encumbrance, and (C) not subject to any *lis pendens*, attachment, or other order or process issued by any Governmental Authority.

(ii) The Transaction Documents executed or to be executed constitute legal, valid and enforceable security interest in favour of the Debenture Trustee and for the benefit of the Debenture Holders on all the assets thereby secured and all necessary and appropriate consents for the creation, effectiveness, priority and enforcement of such security have been obtained.

(o) ***Material Adverse Effect***

(i) No fact or circumstance, condition, proceeding or occurrence exists that has a Material Adverse Effect.

(ii) No Material Adverse Effect has occurred or would reasonably be expected to result from the execution or performance of any Transaction Documents or the issuance of the Debentures

(p) ***Illegality***

It is not unlawful or illegal for the Issuer to perform any of its obligations under the Transaction Documents.

(q) ***No filings or stamp taxes***

There are no stamp duties, registration, filings, recordings or notarizations before or with any Governmental Authority required to be carried out in India in relation to the execution and delivery of the Transaction Documents other than the:

(i) stamping of the Transaction Documents (on or prior to execution in Chennai, India) in accordance with the Indian Stamp Act, 1899 (as applicable to Tamil Nadu, India);

(ii) payment of the stamp duty in respect of the Debentures;

(iii) filing of the return of allotment of securities under Form PAS-3 in accordance with the Companies (Prospectus and Allotment of Securities) Rules, 2014 with the ROC;

(iv) filing of the Debt Disclosure Documents with the ROC and SEBI;

(v) filing of Form CHG 9 with the ROC within 30 (thirty) days from the date of creation/modification of security interest; and

(vi) filing of Form I with CERSAI in respect of each instance of creation of security interest.

(r) ***Confirmations pursuant to the Debt Listing Regulations***

With effect from the date of filing of the draft Debt Disclosure Documents with the BSE, as on the date of filing of the draft Debt Disclosure Documents with the BSE in accordance with the Debt Listing Regulations:

(i) the Issuer, the Promoters of the Issuer, the Promoter Group of the Issuer or the directors of the Issuer have not been debarred from accessing the securities market or dealing in securities by SEBI;

(ii) no Promoter of the Issuer or director of the Issuer is a promoter or director of any another company which is debarred from accessing the securities market or dealing in securities by SEBI;

(iii) no Promoter of the Issuer or director of the Issuer is a fugitive economic offender; and

(iv) no fines or penalties levied by SEBI or any of the stock exchanges is pending to be paid by the Issuer.

(s) ***SCORES Authentication***

The Issuer has received the Securities and Exchange Board of India Complaints Redress System (SCORES) authentication prior to the Deemed Date of Allotment.

8.2.2. **Financial Covenants**

(a) The Issuer shall:

(i) commencing from the Effective Date until the Final Settlement Date, maintain a Capital Adequacy Ratio at such threshold that is the aggregate of 2% (two percent) and the threshold prescribed by the RBI from time to time;

(ii) commencing from the Effective Date until the Final Settlement Date, ensure that the ratio of A:B, where A is the aggregate Financial Indebtedness of the Issuer, and B is the aggregate Equity of the Issuer, does not exceed 4.5 (four decimal five) times. PROVIDED THAT if the rating of the Issuer is upgraded to "AA-" by any credit rating agency, the Issuer shall, commencing from the date of the rating upgrade until the Final Settlement Date, ensure that the ratio of A:B, where A is the aggregate Financial Indebtedness of the Issuer, and B is the aggregate Equity of the Issuer, does not exceed 5 (five) times;

(iii) commencing from the Effective Date until the Final Settlement Date, for any Half Yearly Period, ensure that the ratio of A:B, where A is the aggregate of the Gross NPA, and B is the Gross Loan Portfolio, multiplied by 100, and followed by the "%" symbol, is not more than 5% (five percent);

(iv) commencing from the Effective Date until the Final Settlement Date, for any Half Yearly Period, ensure that the ratio of A:B, where A is the aggregate of the Net NPA, and B is the Gross Loan Portfolio, multiplied by 100, and followed by the "%" symbol, is not more than 3% (three percent);

(v) commencing from the Effective Date until the Final Settlement Date, ensure that Mr. Vineet Sukumar (having the Permanent Account Number (PAN) ATYPS8757R and residing at 4, KG Valmiki Apartments, 3rd Seaward Road, Thiruvalluvar Nagar, Thiruvanmiyur, Chennai, Tamil Nadu - 600041) continues to be the Managing Director of the Issuer; and

(vi) commencing from the Effective Date until the Final Settlement Date, ensure that the cumulative mismatch/difference in the asset-liability management statement in all time buckets for up to 12 (twelve) months (determined in accordance with the NBFC Directions) is positive.

(b) ***Testing***

(i) Subject to paragraph (ii) below, the financial covenants set out in this Section 8.2.2(a) shall be tested until the Final Settlement Date, on a quarterly basis on each Quarterly Date, on the basis of consolidated and standalone financial statements of the Issuer.

(ii) The financial covenants set out in Section 8.2.2(a)(iii) and Section 8.2.2(a)(iv) shall also be tested until the Final Settlement Date, on a half-yearly basis, on the basis of consolidated and standalone financial statements of the Issuer.

8.2.3. **Reporting Covenants**

The Issuer shall provide or cause to be provided to the Debenture Trustee and to the Debenture Holders (including on any online reporting platform notified by the Debenture Trustee or any Debenture Holder), in form and substance reasonably satisfactory to the Debenture Trustee, each of the following items:

(a) as soon as available, and in any event within the time period prescribed under the Companies Act, certified copies of its audited consolidated and non-consolidated (if any) financial statements for its most recently completed Financial Year, prepared in accordance with Applicable Accounting Standards including its balance sheet, income statement and statement of cash flow (along with any relevant schedules). All such information shall be complete and correct in all material respects and shall fairly represent the financial condition, results of operation and changes in cash flow and a list comprising all material financial liabilities of the Issuer whether absolute or contingent as of the date thereof;

(b) if so required by the Debenture Trustee, within 120 (one hundred and twenty) calendar days after the end of each Financial Year, a certificate from an authorised officer of the Issuer confirming that there is no Event of Default that has occurred and is continuing;

(c) within 90 (ninety) calendar days after each Quarterly Date:

(i) certified copies of its un-audited consolidated and non-consolidated (as applicable) quarterly financials for the preceding fiscal quarter, prepared in accordance with Applicable Accounting Standards including its balance sheet, income statement and statement of cash flow (along with any relevant schedules);

(ii) list of the directors on the board of directors of the Issuer, together with the details of the changes in composition of the board of directors (if any) from that subsisting as of the date on which the last report was made pursuant to this paragraph (c)(ii);

(iii) a certificate signed by a director or the chief financial officer of the Issuer confirming that the Issuer is in compliance with all the financial covenants prescribed in Section 8.2.2 (*Financial Covenants*); and

(iv) copies of the quarterly returns filed with the RBI and SEBI;

(d) as soon as practicable, and in any event within 15 (fifteen) Business Days after the Issuer obtains actual knowledge thereof, notice of the occurrence of any event or circumstance that could reasonably be expected to result in a Material Adverse Effect;

(e) as soon as practicable, and in any event within 15 (fifteen) Business Days after the Issuer obtains actual knowledge thereof, any notices, orders or directions any court or tribunal in relation to any dispute, litigation, investigation or other proceeding affecting the Issuer or its property or operations (included the Hypothecated Assets), which, if adversely determined, could result in a Material Adverse Effect;

(f) as soon as practicable, and in any event within 15 (fifteen) Business Days after the Issuer obtains actual knowledge thereof, notice of the occurrence of any Event of Default including any steps taken to cure such event;

(g) as soon as practicable, and in any event within 15 (fifteen)Business Days, any prepayment, or the receipt of notice of any Financial Indebtedness of the Issuer declared to be due and payable or required to be prepaid other than by a regularly scheduled required prepayment, prior to the stated maturity thereof;

(h) as soon as practicable, and in any event within 15 (fifteen) Business Days after such default, notice of any default in the observance or performance of any agreement or condition relating to any Financial Indebtedness by the Issuer 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 (determined without regard to whether any notice is required) any such Financial Indebtedness to become due prior to its stated maturity in respect of the Issuer;

(i) as soon as practicable and in any event within 15 (fifteen) Business Days of the occurrence of the following event, the details of:

(A) any change in the composition of the board of directors, other than in respect of any change arising due to any composition or reorganisation or restructuring (by way of voluntary arrangement, scheme of arrangement, transfer of shares or otherwise) wherein the Issuer or Credavenue Private Limited (Yubi) are involved;

(B) any change in the Constitutional Documents, other than in respect of any change arising due to any composition or reorganisation or restructuring (by way of voluntary arrangement, scheme of arrangement, transfer of shares or otherwise) wherein the Issuer or Credavenue Private Limited (Yubi) are involved;

(C) any revisions in business objects of the Issuer. PROVIDED THAT the foregoing shall not be applicable to any additional/new product offerings by the Issuer within the financial services sector in compliance with Applicable Law; and

(D) any change in the Issuer's shareholding structure, other than in respect of any change arising due to any composition or reorganisation or restructuring (by way of voluntary arrangement, scheme of arrangement, transfer of shares or otherwise) wherein the Issuer or Credavenue Private Limited (Yubi) are involved;

(j) as soon as practicable, and in any event within 15 (fifteen) Business Days, inform the Debenture Trustee if it has received (i) any notice of any application for winding up or insolvency process or any statutory notice of winding up or insolvency process under the provisions of the Companies Act or any other Applicable Law (including the (Indian) Insolvency and Bankruptcy Code, 2016, 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 (ii) any other notice under any other statute relating to the commencement/initiation of winding up or insolvency process or otherwise of any suit or other legal process against the Issuer relating to the commencement/initiation of winding up or insolvency process;

(k) without prejudice to paragraph (l) and paragraph (m) below, within such timelines as may be prescribed by the Debenture Trustee, provide all relevant information required by the Debenture Trustee for the effective discharge of its duties and obligations under the Transaction Document, including but not limited to the copies of all reports, balance sheets and the profit and loss account of the Issuer;

(l) without prejudice to paragraph (k) above and paragraph (m) below, as soon as practicable and in any event within 30 (thirty) calendar days of receipt of a request, such additional documents or information as the Debenture Trustee or the Debenture Holders, may reasonably request from time to time; and

(m) as soon as practicable and in any event within the timelines prescribed by the Debenture Trustee (and Applicable Law), such other information, notifications, details, documents, reports, statements and certificates (including from chartered accountants, auditors and/or directors of the Issuer) as may be required by the Debenture Trustee from time to time, to ensure compliance with the provisions of the Applicable Law, including but not limited to the Debenture Trustees Regulations and the Companies (Share Capital and Debentures) Rules, 2014.

8.2.4. **Affirmative Covenants**

The Issuer hereby undertakes and covenants as follows:

(a) ***Use of Proceeds***

The Issuer shall use the proceeds of the Issue only for the Purpose and in accordance with Applicable Law and the Transaction Documents.

(b) ***Notice of Winding up or other Legal Process***

The Issuer shall promptly, and in any case not later than the time period prescribed in Section 8.2.3 above, inform the Debenture Trustee if it has received:

(i) any notice of any application for winding up or insolvency process or any statutory notice of winding up or insolvency process under the provisions of the Companies Act or any other Applicable Law (including the (Indian) Insolvency and Bankruptcy Code, 2016, 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

(ii) any other notice under any other statute relating to the commencement/initiation of winding up or insolvency process or otherwise of any suit or other legal process against the Issuer relating to the commencement/initiation of winding up or insolvency process.

(c) ***Loss or Damage by Uncovered Risks***

The Issuer shall promptly inform the Debenture Trustee and the Debenture Holders of any material loss or significant damage which the Issuer may suffer due to any force majeure circumstances or act of God, such as earthquake, flood, tempest or typhoon, etc. against which the Issuer may not have insured its properties.

(d) ***Costs and Expenses***

The Issuer shall pay all reasonable costs, charges and expenses in any way incurred by the Debenture Trustee towards protection of the Debenture Holders' interests, including

traveling and other allowances and such taxes, duties, costs, charges and expenses in connection with or relating to the Debentures subject to such expenses, costs or charges being approved in writing by the Issuer before they are incurred and shall not include any foreign travel costs.

(e) ***Payment of Rents, etc.***

The Issuer shall punctually pay all rents, royalties, taxes, rates, levies, cesses, assessments, impositions and outgoings, governmental, municipal or otherwise imposed upon or payable by the Issuer as and when such amounts are payable.

(f) ***Preserve Corporate Status***

The Issuer shall:

(i) diligently preserve and maintain its corporate existence and status and all rights, privileges, and concessions now held or hereafter acquired by it in the conduct of its business;

(ii) comply with all acts, authorizations, consents, permissions, rules, regulations, orders and directions of any Governmental Authority;

(iii) promptly obtain, comply with all necessary authorisations, licenses, consents and approvals required 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

(iv) not do or voluntarily suffer or permit to be done any act or thing whereby its right to transact its business might or could be terminated or whereby payment of the Outstanding Amounts might or would be hindered or delayed.

(g) ***Pay Stamp Duty***

The Issuer shall pay all such stamp duty (including any additional stamp duty), other duties, taxes, charges and penalties, if and when the Issuer may be required to pay according to the applicable state laws. In the event the Issuer fails to pay such stamp duty, other duties, taxes and penalties as aforesaid, the Debenture Trustee shall be at liberty (but shall not be bound) to pay such amounts and the Issuer shall reimburse the aforementioned amounts to the Debenture Trustee on demand.

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

The Issuer shall:

(i) provide to the Debenture Trustee or its nominee(s)/ agent(s) such information/copies of relevant extracts as they may require on any matters relating to the business of the Issuer or to investigate the affairs of the Issuer;

(ii) allow the Debenture Trustee to make such examination and investigation as and when deemed necessary and shall furnish the Debenture Trustee with all such information as they may require and shall pay all reasonable costs, charges and expenses incidental to such examination and investigation;

(iii) furnish quarterly reports to the Debenture Trustee (as may be required in accordance with Applicable Law) containing the following particulars:

(A) updated list of the names and addresses of the Debenture Holders;

(B) details of the interest due, but unpaid and reasons thereof;

(C) the number and nature of grievances received from the Debenture Holders and resolved and unresolved by the Issuer along with the reasons for the same; and

(D) a statement that the Hypothecated Assets are sufficient to discharge the claims of the Debenture Holders as and when they become due;

(iv) provide a periodical status/performance report within 7 (seven) days of the relevant board meeting of the Issuer, or within 45 (forty five) days of a Quarterly Date, whichever is earlier; and

(v) inform and provide the Debenture Trustee with applicable documents in respect of the following:

(A) notice of any Event of Default; and

(B) any and all information required to be provided to the Debenture Holders under Applicable Law and the listing agreement to be entered into between the Issuer and the BSE; and

(C) any and all orders, directions, notices, of any court or tribunal affecting or likely to affect the Hypothecated Assets.

(i) ***Redressal of Grievances***

The Issuer shall promptly and expeditiously attend to and redress the grievances, if any, of the Debenture Holders. The Issuer further undertakes that it shall promptly comply with the suggestions and directions that may be given in this regard, from time to time, by the Debenture Trustee and shall advise the Debenture Trustee periodically of compliance with the above.

(j) ***Comply with Investor Education and Protection Fund Requirements***

The Issuer shall:

(i) comply with the provisions of the Companies Act relating to transfer of unclaimed/ unpaid amounts of interest on Debentures and redemption of Debentures to Investor Education and Protection Fund ("**IEPF**"), if applicable to it; and

(ii) until the Final Settlement Date, abide by the regulations, rules or guidelines/listing requirements, if any, issued from time to time by the Ministry of Corporate Affairs, RBI, SEBI or any other competent Governmental Authority.

(k) ***Corporate Governance; Fair Practices Code***

The Issuer shall comply with any corporate governance requirements applicable to the Issuer (as may be prescribed by the RBI, SEBI, any stock exchange, or any Governmental Authority) and the fair practices code prescribed by the RBI.

(l) ***Further Assurances***

The Issuer shall:

(i) provide details of any litigation, arbitration, legal action or administrative proceedings that impacts and/or is likely to have a Material Adverse Effect

(including any proceedings which are required to be disclosed by the Issuer to the relevant stock exchanges under Applicable Law), other than those proceedings which are initiated by the Issuer in its capacity as a lender in respect of the Client Loans in its ordinary course of business;

(ii) comply with any monitoring and/or servicing requests from Debenture Holders;

(iii) execute and/or do, at its own expense, all such deeds, assurances, documents, instruments, acts, matters and things, in such form and otherwise as the Debenture Trustee may reasonably or by Applicable Law require or consider necessary in relation to enforcing or exercising any of the rights and authorities of the Debenture Trustee;

(iv) obtain, comply with the terms of and do all that is necessary to maintain in full force and effect all authorisations necessary to enable it to lawfully enter into and perform its obligations under the DTD and any other Transaction Documents to ensure the legality, validity, enforceability or admissibility in evidence in India of the DTD and any other Transaction Documents;

(v) comply with:

(A) all Applicable Law (including but not limited to the Companies Act and the rules thereunder, the SEBI Listed Debentures Circulars, the environmental, social and taxation related laws, all directions issued by the RBI/SEBI applicable to the Issuer or the Debentures), as applicable in respect of the Debentures and obtain such regulatory approvals as may be required from time to time;

(B) the Debenture Trustees Regulations as in force from time to time, in so far as they are applicable to the Debentures and furnish to the Debenture Trustee such data, information, statements and reports as may be deemed necessary by the Debenture Trustee in order to enable them to comply with the provisions of Regulation 15 of the Debenture Trustees Regulations thereof in performance of their duties in accordance therewith to the extent applicable to the Debentures;

(C) the provisions of the Companies Act in relation to the Issue and the listing agreement of the stock exchange(s) where the Debentures are listed;

(D) procure that the Debentures are rated and continue to be rated until the Final Settlement Date;

(E) ensure that, at time of making any payment of interest or repayment of the principal amount of the Debentures in full or in part, the Issuer shall do so in the manner that is most tax efficient for the Debenture Holders but without, in any way requiring the Issuer to incur any additional costs, expenses or taxes and the Issuer shall avail of all the benefits available under any treaty applicable to the Issuer and/or the Debenture Holders; and

(F) if so required, the requirements prescribed under Chapter XI (*Operational framework for transactions in defaulted debt securities post maturity date/ redemption date*) of the Listed NCDs Master Circular, and provide all details/intimations to the Debenture Trustee, the Depositories, and BSE (as the case may be) in accordance with the aforementioned requirements;

(vi) if so required by Applicable Law, maintain the Register of Debenture Holders in the manner prescribed under Applicable Law; and

(vii) it will provide all necessary assistance and cooperation to, and permit the Debenture Trustee to conduct periodical checks, verifications, due diligence and other inspections (at such frequency and within such timelines as may be determined by the Debenture Trustee) in respect of the books and accounts of the Issuer and the Hypothecated Assets.

(m) ***Security***

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

(i) the Debentures shall be secured by a first ranking, exclusive and continuing security by way of a first ranking, exclusive and continuing charge on the Hypothecated Assets in favour of the Debenture Trustee for the benefit of the Debenture Holders on or prior to the Deemed Date of Allotment;

(ii) 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;

(iii) the Issuer shall not create any charge, lien or other encumbrance upon or over the Hypothecated Assets or any part thereof except in favour of the Debenture Trustee nor will it do or allow anything that may prejudice the Transaction Security;

(iv) the Debenture Trustee shall be at liberty to incur all costs and expenses as may be necessary to preserve the Transaction Security and to maintain the Transaction Security undiminished and claim reimbursement thereof;

(v) to create the security over the Hypothecated Assets as contemplated in the Transaction Documents on or prior to the Deemed Date of Allotment by executing the duly stamped Deed of Hypothecation;

(vi) to register and perfect the security interest created thereunder by filing Form CHG-9 with the concerned ROC and provide all information and assistance that the Debenture Trustee may require, to enable it to file the prescribed Form I with CERSAI reporting the charge created to the CERSAI in relation thereto in accordance with the timelines set out in the Deed of Hypothecation;

(vii) the Issuer shall, at the time periods set out in the Deed of Hypothecation, provide a list of the Hypothecated Assets to the Debenture Trustee over which charge is created and subsisting by way of hypothecation in favour of the Debenture Trustee (for the benefit of the Debenture Holders) and sufficient to maintain the Security Cover;

(viii) to keep the Application Money in a separate bank account in the event the DTD and the other Transaction Documents are not executed on or before the Deemed Date of Allotment;

(ix) the Issuer shall, within the timelines prescribed under the Deed of Hypothecation, add fresh receivables/Client Loans to the Hypothecated Assets so as to ensure that the Security Cover is maintained or replace such Hypothecated Assets that do not satisfy the eligibility criteria prescribed in the Transaction Documents;

(x) the Issuer shall, within the timelines prescribed under the Deed of Hypothecation and as and when required by the Debenture Trustee, give full particulars to the Debenture Trustee of all the Hypothecated Assets from time to time;

(xi) furnish and verify all statements, reports, returns, certificates and information from time to time and as required by the Debenture Trustee in respect of the Hypothecated Assets;

(xii) furnish and execute all necessary documents to give effect to the Hypothecated Assets;

(xiii) the security interest created on the Hypothecated Assets shall be a continuing security;

(xiv) the Hypothecated Assets shall fulfil the eligibility criteria set out in the Deed of Hypothecation;

(xv) nothing contained herein shall prejudice the rights or remedies of the Debenture Trustee and/or the Debenture Holders in respect of any present or future security, guarantee obligation or decree for any indebtedness or liability of the Issuer to the Debenture Trustee and/ or the Debenture Holders;

(xvi) the Debenture Holders shall have a beneficial interest in the Hypothecated Assets of the Issuer which have been charged to the Debenture Trustee to the extent of the Outstanding Amounts of the Debentures under the DTD; and

(xvii) to forthwith upon demand by the Debenture Trustee, reimburse to the Debenture Trustee all amounts paid by the Debenture Trustee to reasonably protect the Hypothecated Assets and such amounts shall be deemed to be secured by the Hypothecated Assets.

(n) ***Execution of Transaction Documents/Creation of Security***

In the event of any delay in the execution of any Transaction Document (including the DTD or the Deed of Hypothecation) or the creation of security in terms thereof beyond the time period prescribed under Applicable Law, the Issuer shall, at the option of the Debenture Holders, either:

(i) if so required by the Debenture Holders, refund the Application Money together with interest (including interest accrued) at the Interest Rate/discharge the Secured Obligations; and/or

(ii) pay to the Debenture Holders additional interest at the rate of 2% (two percent) per annum on the Outstanding Principal Amounts in addition to the Interest Rate until the relevant Transaction Document is duly executed or the security is duly created in terms thereof or the Secured Obligations are discharged (whichever is earlier).

(o) ***Audit and Inspection***

The Issuer shall permit visits and inspection of books of records, documents and accounts to the Debenture Trustee and representatives of Debenture Holders (each, acting on the instructions of Majority Debenture Holders) as and when required by them, and permit the Debenture Trustee to make copies of such of books of records, documents and accounts and take extracts thereof.

(p) ***Books and Records***

The Issuer shall maintain its books of accounts and records in accordance with Applicable Law.

(q) ***Access; Periodic Portfolio Monitoring***

The Issuer shall provide the Debenture Trustee and the Debenture Holders and any of their representatives, professional advisers and contractors with access to and/or permit them to, at the cost of the Issuer:

(i) examine and inspect the books and records, office premises, and the premises of the Issuer;

(ii) portfolio data in the format prescribed by the Debenture Holders from time to time; and

(iii) discuss the affairs, finances and accounts of the Issuer, and be advised as to the same, by the relevant officers.

(r) ***Listing and Monitoring Requirements***

The Issuer shall comply with all covenants, undertakings and requirements set out in Section 8.2.7 (*Listing and Monitoring Requirements*).

8.2.5. **Negative Covenants**

Subject to Section 8.2.5A (*Certain Exceptions to Negative Covenants*), the Issuer shall not take any action in relation to the items set out in this Section 8.2.5 (*Negative Covenants*) without the prior written consent of the Debenture Trustee (acting on the instructions of Majority Debenture Holders). In relation to the consent requirement under this Section 8.2.5 (*Negative Covenants*), it is agreed as follows:

(A) any request for consent under in relation to any matter under this Section 8.2.5 (*Negative Covenants*) shall be sent simultaneously by the Issuer to both the Debenture Trustee and the Debenture Holders. Any request under this Section 8.2.5 (*Negative Covenants*) must be accompanied by all relevant information substantiating the request to enable the Debenture Holders to make a reasoned decision; and

(B) within 15 (fifteen) calendar days after receiving any request mentioned in paragraph (A) above (or such additional time period as may be mutually agreed between the Issuer and the Majority Debenture Holders), the Debenture Holders shall communicate their consent/dissent to the Debenture Trustee and the Company.

PROVIDED THAT where no consent/dissent is provided by the Majority Debenture Holders within the time period prescribed in paragraph (B) above, the Company may proceed with the action for which consent is required in respect of any of the matters set out in this Section 8.2.5 (*Negative Covenants*) provided such action does not result in an Event of Default.

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

(i) change the general nature of its business from that which is permitted as a non-banking financial company registered with the RBI. PROVIDED THAT the foregoing shall not be applicable to any additional/new product offerings by the Issuer within the financial services sector in compliance with Applicable Law; or

(ii) make changes or amendments to the Constitutional Documents which would have a Material Adverse Effect;

(b) ***Dividend***

if an Event of Default has occurred and is continuing, declare or pay any dividend to shareholders (of equity shares or preference shares) of the Issuer during any Financial Year unless it has paid or made arrangements to pay (to the satisfaction of the Debenture Trustee) all the Secured Obligations to the Debenture Holders and/or the Debenture Trustee up to the date on which the dividend is proposed to be declared or paid or has made satisfactory provisions thereof;

(c) ***Merger, Consolidation, etc.***

enter into any merger, de-merger, consolidation, re-organization, scheme of arrangement or compromise or settlement with its creditors (secured or unsecured) or shareholders or effect any scheme of amalgamation or reconstruction.

PROVIDED THAT the foregoing shall not apply in case of any prepayment by the Issuer in favour of any of its creditors.

PROVIDED FURTHER THAT the foregoing shall not apply in case where the Issuer not entering into any such any merger, de-merger, consolidation, re-organization, scheme of arrangement or compromise with its creditors or shareholders or effect any scheme of amalgamation or reconstruction, may result in an Event of Default;

(d) ***Disposal of Assets***

sell, assign, transfer, or otherwise dispose of in any manner whatsoever any material Assets, business or division of the Issuer (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) other than:

(i) any re-organization undertaken as part of any fund raising or strategic sale by the Issuer, which does not have a Material Adverse Effect;

(ii) any securitisation/portfolio sale of assets undertaken by the Issuer; and/or

(iii) any transactions undertaken by the Issuer in its ordinary course of business;

(e) ***Change in Capital Structure***

(i) permit or undertake any change in capital structure of the Issuer that would lead to a reduction in the paid-up capital or authorized capital of the Issuer; and

(ii) purchase, buyback, or retire any of its issued shares or reduce its share capital or resolve to do any of the foregoing.

PROVIDED THAT nothing contained in paragraphs (i) or (ii) above shall be applicable to any buyback in respect of or pursuant to any employee stock option plans provided by the Issuer; and/or

(f) ***Change in Financial Year***

change its Financial Year end from March 31 of each year to any other date, unless such change is required pursuant to Applicable Law.

8.2.5A **Certain Exceptions to Negative Covenants**

(a) Notwithstanding anything contained in Section 8.2.5 (*Negative Covenants*), it is expressly

agreed that the provisions of Section 8.2.5 (*Negative Covenants*) shall not apply in respect of any transaction or structuring undertaken by the Issuer which has the effect of de-merger or divestment or hiving off or any disposal or any such analogous transaction or arrangement (by whatever name called) in respect of, any ownership or any other interests in CredAvenue Private Limited, or any technology platform owned and operated by the Issuer or CredAvenue Private Limited (including "Yubi") in which the Issuer has any ownership or other interests and which offers origination, management, and/or infrastructure for debt/debt capital markets and structured finance/securitisation products and instruments.

(b) Notwithstanding anything contained in Section 8.2.5 (*Negative Covenants*), it is expressly agreed that the provisions of Section 8.2.5 (*Negative Covenants*) shall not apply in respect of any composition or reorganisation or restructuring (by way of voluntary arrangement, scheme of arrangement, transfer of shares or otherwise) wherein the Issuer or Credavenue Private Limited (Yubi) are involved.

8.2.6. **Events of Default**

8.2.6.1 **Consequences and Remedies of an Event of Default**

If one or more Events of Default occur(s), the Debenture Trustee may, on the instructions of the Majority Debenture Holders in accordance with the DTD, by a notice in writing to the Issuer initiate the following course of action:

(a) require the Issuer to mandatorily redeem the Debentures and repay the principal amount on the Debentures, along with accrued but unpaid interest and other costs, charges and expenses incurred under or in connection with the DTD and the other Transaction Documents;

(b) accelerate the redemption of the Debentures and declare all or any of the Debentures to be due and payable immediately (or such date as may be prescribed by the Debenture Trustee), whereupon it shall become so due and payable;

(c) enforce the security interest created under the Transaction Documents (including in respect of the Transaction Security) in accordance with the terms of the Transaction Documents;

(d) take any actions in respect of Chapter X (*Breach of Covenants, Default and Remedies*) of the SEBI Debenture Trustees Master Circular in accordance with the provisions of the DTD;

(e) take all such other action as is expressly permitted under the DTD or in the other Transaction Documents or permitted under Applicable Law; and/or

(f) exercise any other right that the Debenture Trustee and/or the Debenture Holders may have under Applicable Law for the purposes of protecting the interests of the Debenture Holders.

8.2.6.2 **Events of Default**

Each of the events or circumstances set out in this Section 8.2.6.2 (*Events of Default*) below is an Event of Default.

PROVIDED THAT no event or occurrence set out in paragraphs (b) to (o) below shall be deemed to be an Event of Default, if such event or occurrence is, to the extent capable of remedy (as determined by the Debenture Trustee (acting on the instructions of the Majority Debenture Holders)), is not remedied (as determined by the Debenture Trustee (acting on the instructions of the Majority Debenture Holders)) within (i) the time period set out in paragraphs (b) to (o) below, or (ii) where no time period has been prescribed in paragraphs (b) to (o) below, 15 (fifteen) Business Days of

occurrence or such other longer time period as may be prescribed by the Debenture Trustee (acting on the instructions of the Majority Debenture Holders)

(a) ***Payment Defaults***

The Issuer does not pay on any Due Date any amount payable pursuant to the DTD and the Debentures at the place and in the currency in which it is expressed to be payable, unless its failure to pay is caused by technical error and payment is made within 3 (three) days of such Due Date.

(b) ***Insolvency/Inability to Pay Debts***

(a) The Issuer 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 by reason of actual or anticipated financial difficulties, or commences negotiations with one or more of its creditors with a view to rescheduling any of its Financial Indebtedness. PROVIDED THAT the foregoing shall not apply to any temporary moratorium on payments in respect of Financial Indebtedness provided pursuant to any circulars/guidelines by the RBI or by the Governmental Authority to non-banking financial companies generally.

(b) Any proceedings for taking the Issuer into liquidation have been admitted by any competent court or tribunal.

(c) A moratorium or other protection from its creditors is declared or imposed in respect of any Financial Indebtedness of the Issuer. PROVIDED HOWEVER THAT no Event of Default will occur on account of any moratorium in respect of any Financial Indebtedness of the Issuer if: (A) a moratorium in respect of such Financial Indebtedness has been approved by the relevant lenders under the regulation or guidelines provided by RBI, (B) a moratorium in respect of such Financial Indebtedness has been approved by the relevant lenders as part of any restructuring under Applicable Law, and/or (C) non-payment in respect of such Financial Indebtedness occurs during the period the moratorium under (A) or (B) (as the case may be) is operative.

(d) The Issuer 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 rules and regulations framed thereunder from time to time).

(e) Any resolution is passed resolving or to consider resolving that the Issuer be wound up voluntarily, or any application is voluntarily filed by the Issuer, 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 rules and regulations framed thereunder from time to time) or any other Applicable Law.

(c) ***Business***

The Issuer without obtaining the prior consent of the Special Majority Debenture Holders ceases to carry on its business or gives notice of its intention to do so.

(d) ***Misrepresentation***

Any representation or warranty made by the Issuer in any Transaction Document or in any certificate, financial statement or other document delivered to the Debenture

Trustee/Debenture Holders by the Issuer shall prove to have been incorrect, false or misleading in any material respect when made or deemed made.

(e) ***Material Adverse Effect***

The occurrence of a Material Adverse Effect, in the sole determination of the Debenture Trustee (acting on the instructions of the Majority Debenture Holders).

(f) ***Cross Default***

(i) The Issuer:

(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; and/or

(B) defaults in the observance or performance of any agreement or condition relating to any Financial Indebtedness or contained in any instrument or agreement evidencing, securing or relating thereto or any other event shall occur or condition exist, the effect of which default or other event or condition is to cause or to permit the holder or holders of such Financial Indebtedness to cause (determined without regard to whether any notice is required) any such Financial Indebtedness to become due prior to its stated maturity, and such Financial Indebtedness of the Issuer is declared to be due and payable.

(ii) Any acceleration of any Financial Indebtedness of the Issuer, wherein any Financial Indebtedness of the Issuer shall be declared to be due and payable, or required to be prepaid other than by a regularly scheduled required prepayment, prior to the stated maturity thereof, whether as a result of the occurrence of an event of default or the breach of any covenants (howsoever described and/or by whatever name called) under any financing documents that the Issuer is party to.

(g) ***Liquidation, Insolvency or Dissolution of the Issuer / Appointment of Receiver, Resolution Professional or Liquidator***

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

(i) the suspension of payments, a moratorium of any Financial Indebtedness, winding-up, liquidation, insolvency, dissolution, administration or re-organisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Issuer. PROVIDED THAT the foregoing shall not apply to any temporary moratorium on payments in respect of Financial Indebtedness provided pursuant to any circulars/guidelines by the RBI or by the Governmental Authority to non-banking financial companies generally;

(ii) a composition, compromise, assignment or arrangement with any creditor of the Issuer;

(iii) the appointment of a liquidator, receiver, resolution professional, administrative receiver, administrator, compulsory manager or other similar officer in respect of the Issuer;

(iv) the Issuer, in respect of any reference or enquiry or proceedings commenced, before the National Companies Law Tribunal or under any mechanism or prescription of the RBI in respect of resolution/restructuring of stressed assets (including without limitation, under the Stressed Assets Framework);

(v) 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 Issuer;

(vi) enforcement of any security over any Assets of the Issuer or any analogous procedure or step is taken in any jurisdiction; or

(vii) any other event occurs or proceeding instituted under any Applicable Law that would have an effect analogous to any of the events listed in (i) to (vi) above.

(h) ***Creditors' Process and Expropriation***

(i) Any expropriation, attachment, garnishee, sequestration, distress or execution affects any material Assets of the Issuer.

PROVIDED THAT no Event of Default in respect of this paragraph (i) shall be deemed to have occurred if the proceedings referred above are discharged within (A) the time period provided in any order of any competent court or tribunal relating to the aforementioned actions, or (B) 30 (thirty) calendar days (where such proceedings have been initiated by a lender of the Issuer or an investor in respect of any instrument of Financial Indebtedness issued by the Issuer) or 90 (ninety) calendar days (where such proceedings have been initiated by a creditor that neither is a lender of the Issuer or an investor in respect of any instrument of Financial Indebtedness issued by the Issuer), whichever is later.

(ii) All or a material part of the undertaking, Assets, rights or revenues of the Issuer are condemned, seized, nationalised, expropriated or compulsorily acquired, or any Governmental Authority shall have assumed custody or control of the business or operations of the Issuer, or any Governmental Authority shall have taken any action for the dissolution of the Issuer, or the taking of any action that would prevent the Issuer, 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.

(i) ***Judgment Defaults***

One or more judgments or decrees entered against the Issuer 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 Issuer 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.

(j) ***Transaction Documents***

The DTD or any other Transaction Document (in whole or in part), is terminated or ceases to be effective or ceases to be in full force or no longer constitutes valid, binding and enforceable obligations of the Issuer.

(k) ***Unlawfulness***

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

(l) ***Repudiation***

The Issuer repudiates any of the Transaction Documents, or takes any steps that would result in the repudiation of any of the Transaction Documents.

(m) ***Security in Jeopardy***

In the opinion of the Debenture Trustee any Hypothecated Asset(s) are in jeopardy.

(n) ***Security***

(i) The Issuer fails to create and perfect security within the timelines prescribed in the Transaction Documents and/or in the manner prescribed in the Transaction Documents.

(ii) The value of the Hypothecated Assets is insufficient to maintain the Security Cover or the Issuer fails to maintain the Security Cover (including by way of providing additional/alternate security to the satisfaction of the Debenture Trustee) within the timelines prescribed in the relevant Transaction Documents.

(iii) 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.

(iv) The Issuer 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.

(o) ***Breach of other Covenants***

Any breach of any covenant or undertaking of the Issuer in the Transaction Documents (other than (a) to (n) above) which is not cured within 30 (thirty) days of occurrence or such other longer time period as may be prescribed by the Debenture Holders in their sole discretion.

8.2.6.2A **Certain exceptions to Events of Default**

Notwithstanding anything contained in Section 8.2.6.2 above, it is expressly agreed that no Event of Default shall occur in respect of the Issuer undertaking any composition or reorganisation or restructuring (by way of voluntary arrangement, scheme of arrangement, transfer of shares or otherwise) wherein the Issuer or Credavenue Private Limited (Yubi) are involved.

8.2.6.3 **Notice on the Occurrence of an Event of Default**

(a) If any Event of Default or any event which, after the notice, or lapse of time, or both, would constitute an Event of Default, has occurred, the Issuer shall, forthwith give notice thereof to the Debenture Holders and the Debenture Trustee in writing specifying the nature of such event or Event of Default.

(b) In addition to the foregoing, in accordance with Chapter X (*Breach of Covenants, Default and Remedies*) of the SEBI Debenture Trustees Master Circular, the Debenture Trustee shall send a notice to the Debenture Holders within 3 (three) days of the occurrence of an Event of Default, in accordance with the mode of delivery of notice mentioned therein, convening a meeting within 30 (thirty) days of the occurrence of an Event of Default. PROVIDED THAT

if the Event of Default is cured or rectified within the intervening period between the date of the aforementioned notice from the Debenture Trustee to the date the aforementioned meeting is convened, no such meeting of the Debenture Holders shall be required. The Debenture Trustee shall maintain the details of the providing and receipt of such notice in accordance with Chapter X (*Breach of Covenants, Default and Remedies*) of the SEBI Debenture Trustees Master Circular.

8.2.6.4 **Additional obligations of the Debenture Trustee**

In respect of Chapter X (*Breach of Covenants, Default and Remedies*) of the SEBI Debenture Trustees Master Circular, the entering into, and the performance of any obligations under any inter-creditor agreement (pursuant to the Stressed Assets Framework) or any resolution plan shall be subject to the terms of Chapter X (*Breach of Covenants, Default and Remedies*) of the SEBI Debenture Trustees Master Circular (including without limitation, the resolution plan being finalised within the time period prescribed in Chapter X (*Breach of Covenants, Default and Remedies*) of the SEBI Debenture Trustees Master Circular, and exiting of the inter-creditor agreement on the occurrence of the matters prescribed under Chapter X (*Breach of Covenants, Default and Remedies*) of the SEBI Debenture Trustees Master Circular).

8.2.7. **Listing and Monitoring Requirements**

(a) ***Monitoring***

The Issuer will provide all such assistance to the Debenture Trustee as may be required by it, to carry out the necessary continuous and periodic due diligence and monitor the security cover in the manner as may be specified by SEBI from time to time. In this regard, in accordance with Chapter VI (*Periodical/ Continuous Monitoring by Debenture Trustee*) of the SEBI Debenture Trustees Master Circular, the Issuer undertakes and agrees to provide all relevant documents/information, as applicable, to enable the Debenture Trustee to submit the reports/certifications set out in Section 8.2.7(d)(iii)(C) below to BSE in accordance with Chapter VI (*Periodical/ Continuous Monitoring by Debenture Trustee*) of the SEBI Debenture Trustees Master Circular.

(b) ***Recovery Expense Fund***

(i) The Issuer hereby undertakes and confirms that it shall, within the time period prescribed under Chapter IV (*Recovery Expenses Fund*) of the SEBI Debenture Trustees Master Circular, establish, maintain and utilize the Recovery Expense Fund in such manner/mode as is prescribed under Chapter IV (*Recovery Expenses Fund*) of the SEBI Debenture Trustees Master Circular, to enable the Debenture Trustee to take prompt action in relation to the enforcement/legal proceedings under the Transaction Documents.

(ii) The Issuer shall deposit cash or cash equivalents including bank guarantees towards the contribution to Recovery Expense Fund with the designated stock exchange and submit relevant documents evidencing the same to the Debenture Trustee from time to time.

(iii) The Issuer shall ensure that any bank guarantees provided in respect of the Recovery Expense Fund remain valid for a period of 6 (six) months following the maturity date of the Debentures. The Issuer shall keep the bank guarantees in force and renew the bank guarantees at least 7 (seven) working days before its expiry, failing which the designated stock exchange may invoke such bank guarantee.

(iv) On the occurrence of any Event of Default, the Debenture Trustee shall obtain the consent of Debenture Holders for enforcement/legal proceedings and shall inform the designated stock exchange of such occurrence and the obtaining of any

consent in respect thereof (if any). The amount lying in the Recovery Expense Fund may be released to the Debenture Trustee within such time period and such manner as may be prescribed under Chapter IV (*Recovery Expenses Fund*) of the SEBI Debenture Trustees Master Circular. The Debenture Trustee shall keep a proper account of all expenses incurred out of the funds received from Recovery Expense Fund towards enforcement/legal proceedings under the Transaction Documents.

(v) The amounts in the Recovery Expense Fund shall be refunded to the Issuer on repayment/redemption of the Debentures, following which a "no objection certificate" shall be issued by the Debenture Trustee(s) to the designated stock exchange. The Debenture Trustee shall ensure that there is no default on any other listed debt securities of the Issuer before issuing such "no objection certificate".

(c) ***Requirements under the LODR Regulations***

The Issuer agrees, declares and covenants with the Debenture Trustee that it will comply with all relevant requirements prescribed under the LODR Regulations applicable to it (including without limitation, Chapter IV of the LODR Regulations (to the extent applicable) and Chapter V of the LODR Regulations (to the extent applicable)).

(d) ***Due Diligence***

(i) The Issuer acknowledges, understands, and confirms that:

(A) the Debenture Trustee shall carry out due diligence on continuous basis to ensure compliance by the Issuer, with the provisions of the Companies Act, the LODR Regulations, the Debt Listing Regulations, the Listed NCDs Master Circular, the SEBI Debenture Trustees Master Circular, the Debenture Trustees Regulations, the listing agreement of the stock exchange(s) where the Debentures are listed, the Transaction Documents, and any other regulations issued by SEBI pertaining to the Issue;

(B) for the purposes of carrying out the due diligence as required in terms of the SEBI Listed Debentures Circulars, the Debenture Trustee, either through itself or its agents, advisors, consultants, shall have the power to examine the books of account of the Issuer and to have the Issuer's assets inspected by its officers and/or external auditors, valuers, consultants, lawyers, technical experts, management consultants appointed by the Debenture Trustee; and

(C) the Debenture Trustee may at any time through its authorized representatives and agents, inspect books of account, records, registers of Company and the trust property (as set out in the DTD) to the extent necessary for discharging its obligations. The Issuer shall provide full and unimpeded access to the records, registers and books of accounts and facilitate in the inspection and due diligence process. Any fees, costs expenses incurred in conducting such inspection/due diligence process shall be fully borne by the Issuer. In the event, any fees, costs expenses are borne by the Debenture Trustee, the above shall be reimbursed forthwith by the Issuer upon request.

(ii) The Issuer shall submit documents/ information as the Debenture Trustee may require to conduct continuous and periodical due diligence and monitoring of the Transaction Security or the assets on which security interest/ charge is created, which shall, *inter alia*, include:

(A) periodical status/ performance reports from the Issuer within 7 (seven) days of the relevant board meeting of the Issuer or within 45 (forty five) days of the respective quarter, whichever is earlier;

(B) details with respect to defaults, if any, with regard to payment of interest or redemption of Debentures;

(C) details with respect to the implementation of the conditions regarding creation of the Transaction Security for the Debentures, debenture redemption reserve and Recovery Expense Fund;

(D) details with respect to the assets of the Issuer and of the guarantors (to the extent applicable) to ensure that they are sufficient to discharge the interest and principal amount at all times and that such assets are free from any other encumbrances except those which are specifically agreed to by the Debenture Holders;

(E) reports on the utilization of funds raised by the issue of Debentures;

(F) details with respect to conversion or redemption of the Debentures;

(G) (to the extent applicable) details with respect to dispatch of the debenture certificates and interest warrants, credit of the debentures in the demat account of the Debenture Holders and payment of amounts upon redemption of Debentures to the Debenture Holders due to them within the stipulated time period in accordance with the Applicable Law;

(H) (to the extent applicable) reports from the lead bank regarding the progress of the project relating to the proceeds of the Issue;

(I) details regarding monitoring of utilisation of funds raised in the issue of the Debentures;

(J) (to the extent applicable) certificate from the statutory auditors of the Issuer (1) in respect of utilisation of funds during the implementation period of the project relating to the proceeds of the Issue, and (2) in the case of Debentures issued for financing working capital, at the end of each accounting year; and

(K) such other documents or information as may be required by the Debenture Trustee in accordance with the Applicable Law.

(iii) Without prejudice to any other provision of the DTD and the other Transaction Documents, the Issuer shall:

(A) provide such documents/information and assistance to the Debenture Trustee as may be required by the Debenture Trustee to carry out the necessary due diligence and monitor the security cover on a quarterly basis in the manner as may be specified by SEBI from time to time;

(B) to the extent applicable, submit a certificate from the statutory auditor on a half-yearly basis, regarding the security cover in accordance with the terms of the Debt Disclosure Documents and the other Transaction Documents including compliance with the covenants of the Debt Disclosure Documents and the other Transaction Documents in the manner as may be specified by SEBI from time to time;

(C) submit the following reports/certification (to the extent applicable) to the Debenture Trustee within the timelines mentioned below:

REPORTS/CERTIFICATES	TIMELINES FOR SUBMISSION REQUIREMENTS TO THE DEBENTURE TRUSTEE	TIMELINE FOR SUBMISSION OF REPORTS/CERTIFICATIONS BY DEBENTURE TRUSTEE
Security cover certificate	Quarterly basis within 60 (sixty) days from each Quarterly Date or such other timelines as prescribed under Applicable Law or as may be mutually agreed between the Issuer and the Debenture Trustee.	Quarterly basis within (1) 75 (seventy five) days from each Quarterly Date (other than March 31 of the relevant calendar year), and (2) 90 (ninety) days from March 31 of the relevant calendar year or such other timelines as may be prescribed under Applicable Law.
(To the extent applicable) A statement of value of pledged securities	Quarterly basis within 60 (sixty) days from each Quarterly Date or such other timelines as prescribed under Applicable Law or as may be mutually agreed between the Issuer and the Debenture Trustee.	Quarterly basis within (1) 75 (seventy five) days from each Quarterly Date (other than March 31 of the relevant calendar year), and (2) 90 (ninety) days from March 31 of the relevant calendar year or such other timelines as may be prescribed under Applicable Law.
(To the extent applicable) A statement of value for Debt Service Reserve Account or any other form of security offered	Quarterly basis within 60 (sixty) days from each Quarterly Date or such other timelines as prescribed under Applicable Law or as may be mutually agreed between the Issuer and the Debenture Trustee.	Quarterly basis within (1) 75 (seventy five) days from each Quarterly Date (other than March 31 of the relevant calendar year), and (2) 90 (ninety) days from March 31 of the relevant calendar year or such other timelines as may be prescribed under Applicable Law.
(To the extent applicable) Net worth certificate of guarantor (secured by way of personal guarantee)	Half yearly basis within 60 (sixty) days from end of each half-year or such other timelines as prescribed under Applicable Law or as may be mutually agreed between the Issuer and the Debenture Trustee.	Half yearly basis within 75 (seventy five) days from the end of each financial half-year or such other timelines as may be prescribed under Applicable Law.
(To the extent applicable) Financials/value of guarantor prepared on basis of audited financial statement etc. of the guarantor (secured by way of corporate guarantee)	Annual basis within 60 (sixty) days from end of each Financial Year or such other timelines as prescribed under Applicable Law or as may be mutually agreed between the Issuer and the Debenture Trustee.	Annual basis within 75 (seventy five) days from the end of each Financial Year or within such other timelines as may be prescribed under Applicable Law.
(To the extent applicable) Valuation report and title search report for the immovable/movable assets, as applicable	Within such timelines as prescribed under Applicable Law or within such timelines as may be mutually agreed between the Issuer and the Debenture Trustee.	Once in 3 (three) years, within 75 (seventy five) days from the end of the Financial Year or such other timelines as may be prescribed under Applicable Law.

(D) comply with all requirements applicable to it under the SEBI Debenture Trustees Master Circular, and provide all documents/information as may be required in accordance with the SEBI Debenture Trustees Master Circular.

(e) ***Forensic Audit***

In case of initiation of forensic audit (by whatever name called) in respect of the Issuer, the Issuer shall provide following information and make requisite disclosures to the stock exchanges:

(i) the details of initiation of forensic audit along-with name of entity initiating the audit and reasons for such forensic audit, if available; and

(ii) the final forensic audit report (other than for forensic audit initiated by regulatory / enforcement agencies) on receipt by the Issuer along with comments of the management of the Issuer, if any.

(f) ***Others***

(i) The Issuer shall ensure due compliance and adherence to the SEBI Listed Debentures Circulars in letter and spirit.

(ii) To the extent applicable and required in terms of Chapter X (*Breach of Covenants, Default and Remedies*) of the SEBI Debenture Trustees Master Circular, the Debenture Trustee shall execute an "inter creditor agreement" in the manner prescribed under Chapter X (*Breach of Covenants, Default and Remedies*) of the SEBI Debenture Trustees Master Circular.

(iii) To the extent required/applicable, the Issuer shall provide intimation to the Debenture Trustee regarding (A) any default in timely payment of interest or redemption or both in respect of the non-convertible debt securities issued by the Issuer, and (B) all covenants of the issue (including side letters, event of default provisions/clauses etc.).

(iv) The Issuer shall promptly disclose and furnish to the Debenture Trustee, all documents/ information about or in relation to the Issuer or the Debentures, as requested by the Debenture Trustee to fulfil its obligations hereunder or to comply with any Applicable Law, including in relation to filing of its reports/ certification to stock exchange within the prescribed timelines.

(v) The Issuer and the Debenture Trustee hereby agree and covenant to comply with the requirements prescribed under Chapter III (*Security and Covenant Monitoring System*) of the SEBI Debenture Trustees Master Circular in respect of the Debentures and the transactions contemplated in the Transaction Documents.

SECTION 9: OTHER INFORMATION AND APPLICATION PROCESS

Please refer the application procedure set out in Section 9 of the General Information Document. Certain additional details are set out below.

9.1 Issue Procedure

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

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

The subscription to the Debentures shall be made by the Eligible Investors through the electronic book mechanism as prescribed by SEBI under the EBP Requirements by placing bids on the EBP Platform during the Issue period. The Issuer will make the bidding announcement on the EBP Platform at least 1 (one) Business Day before initiating the bidding process in accordance with the EBP Requirements. In case the Eligible Investors are not registered on the EBP Platform, they will have to register themselves as an "investor" on the EBP Platform (as a one-time exercise) and also complete the mandatory "know your customer" verification process. The Eligible Investors should also refer to the operational guidelines of the relevant EBP in this respect. The disclosures required pursuant to the EBP Requirements are set out herein below:

Details of size of issue including green shoe option, if any and a range within which green shoe may be retained (if applicable)	10,000 (ten thousand) listed, rated, senior, secured, redeemable, taxable, non-convertible debentures denominated in Indian Rupees, having face value of INR 1,00,000 (Indian Rupees One Lakh) each and an aggregate face value of INR 100,00,00,000 (Indian Rupees One Hundred Crore) inclusive of a green shoe option of 4,000 (four thousand) listed, rated, senior, secured, redeemable, taxable, non-convertible debentures denominated in Indian Rupees, having face value of INR 1,00,000 (Indian Rupees One Lakh) each and an aggregate face value of INR 40,00,00,000 (Indian Rupees Forty Crore). Green Shoe Option: 4,000 (four thousand) listed, rated, senior, secured, redeemable, taxable, non-convertible debentures denominated in Indian Rupees, having face value of INR 1,00,000 (Indian Rupees One Lakh) each and an aggregate face value of INR 40,00,00,000 (Indian Rupees Forty Crore).
Interest Rate Parameter	Fixed coupon (being, 9.90% (nine decimal nine zero percent) per annum) (fixed).
Bid opening and closing date	Bid opening date: June 19, 2024 Bid closing date: June 19, 2024
Minimum Bid Lot	Minimum application shall not be less than INR 1,00,00,000 (Indian Rupees One Crore) (being 100 (one hundred) Debentures) and in multiples of 1 (one) Debenture thereafter.
Manner of bidding in the Issue	Closed Bidding
Manner of allotment in the Issue	Uniform Yield Allotment
Manner of settlement in the Issue	Pay-in of funds through ICCL. The pay-in of the Application Money for the Debentures shall be made by way of transfer of funds from the bank account(s) of the Eligible

	Investors (whose bids have been accepted) as registered with the Electronic Book Provider into the account of the ICCL, as specified in this regard below.
Settlement Cycle	T+1 Business Day, where "T" refers to the date of bidding. Settlement of the Issue will be on June 20, 2024.
Pay-in date	June 20, 2024 (i.e., T+1 Business Day, where "T" refers to the date of bidding)
Anchor Portion Details (if any)	Not Applicable

Process flow of settlement:

The Eligible Investors whose bids have been accepted by the Issuer and to whom a signed copy of this Key Information Document along with the PPOA have been issued by the Issuer and who have submitted/shall submit the Application Form ("**Successful Bidders**"), shall make the payments in respect of the Application Money in respect of the Debentures towards the allocation made to them, into the bank account of the ICCL, the details of which are as set out in the section named "INSTRUCTIONS" of the Application Form, on or before 10:30 hours on the pay-in date.

The pay-in of the Application Money by the Successful Bidders will be made only from the bank account(s), which have been provided / updated by them in the EBP system. Any amount received from third party accounts or from accounts not specified in the EBP system will be refunded and no allotment will be made against such payments. Upon the transfer of funds into the aforesaid account of ICCL and the Issuer confirming its decision to proceed with the allotment of the Debentures in favour of the Successful Bidders to the ICCL, the R&T Agent and the EBP and initiating the requisite corporate action for allotment of Debentures and credit of the demat letter of allotment into the relevant demat account of the Successful Bidders through the R&T Agent, the R&T Agent shall provide corporate action file along with all requisite documents to the relevant Depositories by 12:00 hours and also intimate the EBP of the aforesaid actions. Upon the Depositories confirming the allotment of the Debentures and the credit of the Debentures into the demat account of the Successful Bidders to EBP, the subscription monies in respect of the Debentures from the aforesaid account of ICCL shall be released into the Issuer's bank account, the details of which are as set out below:

Name of the beneficiary	Vivriti Capital Limited
Name of the Bank	The Federal Bank Ltd.
Branch Address:	Chennai / Mount Road, S V S Club Building, 61 Anna Salai, Mount Road Chennai, Tamil Nadu - 600002
IFSC Code	FDRL0001100
Account Number	11000200100094

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

9.2 **Eligible Investors should refer to the Operational Guidelines**

The details of the Issue shall be entered on the EBP Platform by the Issuer in accordance with the EBP Requirements and the operational guidelines of the relevant EBP. The Issue will be open for bidding for the duration of the bidding window that would be communicated through the Issuer's bidding announcement on the EBP Platform.

9.3 **Application Procedure**

The Issue will be open for subscription during the banking hours on each day during the period covered by the Issue Schedule, and the procedure will be subject to the EBP Requirements. Where an Eligible Investor (as defined below) is participating/bidding on the EBP Platform through an arranger or a custodian, such Eligible Investor must follow, and must ensure that the arranger or a custodian representing it, follows, the procedure and the bidding threshold requirements prescribed under the EBP Requirements.

Potential Investors may also be invited to subscribe by way of the Application Form prescribed in this Key Information Document during the period between the Issue Opening Date and the Issue Closing Date (both dates inclusive). The Issuer reserves the right to change the issue schedule including the Deemed Date of Allotment at its sole discretion, without giving any reasons.

9.4 Fictitious Applications

All fictitious applications will be rejected. Each Eligible Investor shall provide a confirmation to the EBP that it is not using any software, algorithm, "Bots" or other automation tools, which would give unfair access for placing bids on the EBP Platform.

9.5 Basis of Allotment

Notwithstanding anything stated elsewhere, the Issuer reserves the right to accept or reject any application, in part or in full, without assigning any reason. The allotment and settlement amount for the bidders shall be determined in accordance with the EBP Requirements and the operational guidelines issued by the relevant EBP. The bids for the purposes allotment and settlement shall be arranged on a "price time priority" basis in accordance with the EBP Requirements. If two or more bids made by Eligible Investors have the same coupon/ price/spread and time, then allotment shall be done on a "pro rata" basis. The investors will be required to remit the funds in the account of the ICCL as well as submit the duly completed Application Form along with other necessary documents to the Issuer by the Deemed Date of Allotment.

If so required by the Issuer, within 1 (one) Business Day of completion of the allotment, to enable the Issuer to comply with the requirements applicable to it under the EBP Requirements, successful Applicants shall provide the following details (in the form specified below) to the Issuer:

Details of Investors to whom allotment has been made			
Name	**QIB/ Non-QIB**	**Category i.e. Scheduled Commercial Banks, MF, Insurance Company, Pension Fund, Provident Fund, FPI, PFI, Corporate, Others**	**Amount invested (in Rs. Crore)**

9.6 Payment Instructions

The Application Form should be submitted directly. The entire amount of INR 1,00,000 (Indian Rupees One Lakh) per Debenture is payable along with the making of an application. Applicants can remit the application amount on the Pay-in Date in the account of ICCL mentioned under Section 9.1 above.

9.7 Eligible Investors

As prescribed in the EBP Requirements, "Qualified Institutional Buyers" or "QIBs" (as defined in the EBP Requirements) and non-QIBs authorized by an issuer to participate on an issuer on the EBP Platform are eligible participants (i.e., bidders) on an EBP Platform to participate in a particular issue on the EBP Platform. In furtherance of the above, to the extent applicable, the following categories of Investors ("**Eligible Investors**"), when specifically approached, and identified upfront by the Issuer, shall be eligible to apply for this private placement of Debentures subject to fulfilling their respective investment norms/rules and compliance with laws applicable to them and by completing the participation/nodding requirements prescribed for the EBP Platform and/or by submitting all the relevant documents along with the Application Form:

(a) QIBs
(b) Banks;
(c) Financial Institutions;
(d) Mutual Funds
(e) Insurance Companies
(f) FIIs and FPIs

(g) Companies and bodies corporate including public sector undertakings
(h) Provident, pension, gratuity or superannuation funds
(i) Individuals
(j) Hindu Undivided Families
(k) Partnerships/LLPs; and
(l) any other investor eligible to invest in the Debentures.

By participating/bidding in the EBP Platform, each Eligible Investor represents and confirms that it has completed all enrollment and "know-your-customer" verification and other requirements prescribed under the EBP Requirements in the manner prescribed in the EBP Requirements. Where an Eligible Investor (as defined below) is participating/bidding on the EBP Platform through an arranger or a custodian, such Eligible Investor must follow, and must ensure that the arranger or a custodian representing it, follows, the procedure and the bidding threshold requirements prescribed under the EBP Requirements.

Investors, who are registered on the EBP Platform and are eligible to make bids for the Debentures of the Issuer and to whom allocation is to be made by Issuer pursuant to selection under the electronic book mechanism for issuance of securities on private placement basis in terms of the EBP Requirements and the Electronic Book Providers shall be considered as "identified persons" for the purposes of Section 42(2) of the Companies Act, 2013, to whom the Issuer shall make private placement of the Debentures and only such "identified persons" shall receive a direct communication from the Issuer with offer to subscribe to the Debentures and only such "identified persons" shall be entitled to subscribe to the Debentures.

Additionally, those arrangers/brokers/intermediaries etc. (as per the defined limits under the EBP Requirements) specifically mapped by the Issuer on the EBP Platform are also eligible to bid/apply/invest for this Issue.

All Eligible Investors are required to check and comply with Applicable Law(s) including the relevant rules / regulations / guidelines applicable to them for investing in this Issue of Debentures. The Issuer, is not in any way, directly or indirectly, responsible for any statutory or regulatory breaches by any investor, nor is the Issuer required to check or confirm the above.

Hosting of this Debt Disclosure Documents on the website of the BSE/EBP should not be construed as an offer or an invitation to offer to subscribe to the Debentures and the Debt Disclosure Documents has been hosted only as this is stipulated under the SEBI Debt Listing Regulations read with the EBP Requirements. Eligible Investors should check their eligibility before making any investment.

All Eligible Investors are required to comply with the relevant regulations/guidelines applicable to them for investing in this issue of Debentures.

Note: Participation by potential investors in the Issue may be subject to statutory and/or regulatory requirements applicable to them in connection with subscription to Indian securities by such categories of persons or entities. Applicants are advised to ensure that they comply with all regulatory requirements applicable to them, including exchange controls and other requirements. Applicants ought to seek independent legal and regulatory advice in relation to the laws applicable to them.

9.8 Post-Allocation Disclosures by the EBP

Upon final allocation by the Issuer, the Issuer shall disclose the relevant details (such as Issue Size, coupon rate, ISIN, number of successful bidders, category of the successful bidder(s), etc.), in accordance with the EBP Requirements and the operational guidelines of the relevant EBP. The EBP shall upload such data, as provided by the Issuer, on its website to make it available to the public.

9.9 Tax Deductions

(a) All payments to be made by the Issuer to the Debenture Holders under the Transaction Documents shall be made free and clear of and without any Tax Deduction unless the Issuer is required to make a Tax Deduction pursuant to Applicable Law.

(b) The Issuer shall promptly upon becoming aware that it must make a Tax Deduction (or that there is any change in the rate or the basis of a Tax Deduction) notify the Debenture Trustee accordingly.

(c) If the Issuer is required to make a Tax Deduction, it shall make that Tax Deduction and any payment required in connection with that Tax Deduction within the time period prescribed under Applicable Law and in the minimum amount required by Applicable Law.

(d) Within the earlier of (i) 60 (sixty) days of making either a Tax Deduction or any payment required in connection with that Tax Deduction or (ii) 60 (sixty) days of each Due Date, the Issuer shall deliver to the Debenture Trustee evidence reasonably satisfactory to the Debenture Trustee that the Tax Deduction has been made or (as applicable) any appropriate payment paid to the relevant taxing authority.

SECTION 10: DECLARATION

A. The Issuer has complied with the provisions of the Companies Act, 2013 and the rules made hereunder.

B. The compliance with the Companies Act, 2013 and the rules made thereunder do not imply that payment of dividend or interest or repayment of the Debentures, if applicable, is guaranteed by the Central Government.

C. The monies received under the offer shall be used only for the purposes and objects indicated in this Key Information Document.

D. The Issuer has complied with, and nothing in the Key Information Document is contrary to, the provisions of Companies Act, 2013, the Securities Contracts (Regulation) Act, 1956 and the Securities and Exchange Board of India Act, 1992, and the rules and regulations made thereunder.

I am authorized by the board of directors of the Issuer *vide* resolution number 34 dated May 9, 2024 read with resolution dated June 14, 2024 of the borrowing committee of the board of directors of the Issuer, to sign this Key Information Document and declare that all the requirements of Companies Act, 2013 and the rules made thereunder in respect of the subject matter of this form and matters incidental thereto have been complied with.

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

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

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

For VIVRITI CAPITAL LIMITED

Vineet Sukumar

Name: Vineet Sukumar
Title: Managing Director
Date: June 14, 2024
Place: Chennai, India

ANNEXURE I: RATING LETTER, RATING RATIONALE AND DETAILED PRESS RELEASE FROM THE RATING AGENCY

Attached separately.

ANNEXURE II: CONSENT LETTER FROM THE DEBENTURE TRUSTEE AND REGISTRAR

Debenture Trustee:

Attached separately.

Registrar:

Attached separately.

ANNEXURE III: APPLICATION FORM

VIVRITI CAPITAL LIMITED
(formerly known as Vivriti Capital Private Limited)
A public limited company incorporated under the Companies Act, 2013
Date of Incorporation: June 22, 2017
Registered Office: Prestige Zackria Metropolitan No. 200/1-8,
2nd Floor, Block -1, Annasalai, Chennai – 600 002
Telephone No.: (+91 44) 4007 4800
Website: https://www.vivriticapital.com/

DEBENTURE SERIES APPLICATION FORM SERIAL NO.									

ISSUE OF 10,000 (TEN THOUSAND) LISTED, RATED, SENIOR, SECURED, REDEEMABLE, TAXABLE, NON-CONVERTIBLE DEBENTURES DENOMINATED IN INDIAN RUPEES, HAVING FACE VALUE OF INR 1,00,000 (INDIAN RUPEES ONE LAKH) EACH AND AN AGGREGATE FACE VALUE OF INR 100,00,00,000 (INDIAN RUPEES ONE HUNDRED CRORE) INCLUSIVE OF A GREEN SHOE OPTION OF 4,000 (FOUR THOUSAND) LISTED, RATED, SENIOR, SECURED, REDEEMABLE, TAXABLE, NON-CONVERTIBLE DEBENTURES DENOMINATED IN INDIAN RUPEES, HAVING FACE VALUE OF INR 1,00,000 (INDIAN RUPEES ONE LAKH) EACH AND AN AGGREGATE FACE VALUE OF INR 40,00,00,000 (INDIAN RUPEES FORTY CRORE) ("DEBENTURES") ON A PRIVATE PLACEMENT BASIS (THE "ISSUE").

DEBENTURE SERIES APPLIED FOR:

Number of Debentures: _____In words: _____only
Amount INR _____/-_In words
Rupees:_____only

DETAILS OF PAYMENT:

Cheque / Demand Draft / RTGS
No. _____ Drawn on_____

Funds transferred to the account specified in "Instructions" below on _____

Total Amount Enclosed
(In Figures) INR _____/- (In words) _____Only

APPLICANT'S NAME IN FULL (CAPITALS)	**SPECIMEN SIGNATURE**

APPLICANT'S ADDRESS

ADDRESS					
STREET					
CITY					
PIN		**PHONE**		**FAX**	

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

WE ARE ( ) COMPANY ( ) OTHERS (Please specify) _____

We have read and understood the terms and conditions of the issue of Debentures including the risk factors described in the general information document dated February 29, 2024, the enclosed key information document and the private placement offer cum application letter of the same date, each issued by the Issuer (collectively, the "**Debt Disclosure Documents**") and have considered these in making our decision to apply. We bind ourselves to the terms and conditions of the Debt Disclosure Documents and wish to apply for allotment of the Debentures. We request you to please place our name(s) on the register of holders.

Name of the Authorised Signatory(ies)	Designation	Signature

Applicant's Signature

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

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

Applicant Bank Account: (Settlement by way of Cheque / Demand Draft / Pay Order / Direct Credit / ECS / NEFT/RTGS/other permitted mechanisms)	

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

(Note: Cheque and Drafts are subject to realisation)

We understand and confirm that the information provided in the Debt Disclosure Documents is provided by the Issuer. We confirm that we have for the purpose of investing in these Debentures carried out our own due diligence and made our own decisions with respect to investment in these Debentures and have not relied on any representations made by anyone other than the Issuer, if any.

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

_____
Applicant's Signature

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

(Note : Cheque and Drafts are subject to realisation)

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

ACKNOWLEDGMENT SLIP

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

Received from _____

Address_____
Cheque/Draft/UTR # _____ Drawn on _____ for INR _____ on account of application of _____ Debenture

INSTRUCTIONS

1. Application form must be completed in full, IN ENGLISH.

2. Signatures must be made in English or in any of the Indian languages. Thumb Impressions must be attested by an authorized official of the Bank or by a Magistrate/Notary Public under his/her official seal.

3. Application form, duly completed in all respects, must be submitted with the respective Collecting Bankers. The payment is required to be made to the following account(s) of ICCL by way of an electronic transfer, in accordance with the terms of the EBP Requirements:

Name of Bank	HDFC BANK
IFSC Code	HDFC0000060
Account number	ICCLEB
Name of beneficiary	INDIAN CLEARING CORPORATION LIMITED

Name of Bank	ICICI Bank Ltd.
IFSC Code	ICIC0000106
Account number	ICCLEB
Name of beneficiary	INDIAN CLEARING CORPORATION LTD

Name of Bank	YES BANK
IFSC Code	YESB0CMSNOC
Account number	ICCLEB
Name of beneficiary	INDIAN CLEARING CORPORATION LTD

The Issuer undertakes that the application money deposited in the above-mentioned bank account shall not be utilized for any purpose other than:
(a) for adjustment against allotment of securities; or
(b) for the repayment of monies where the Issuer is unable to allot securities.

4. Outstation Cheques, Cash, Money Orders, Postal Orders and Stock Invest shall not be accepted.

5. Receipt of applicants will be acknowledged by the Issuer in the "Acknowledgement Slip" appearing below the application form. No separate receipt will be issued.

6. All applicants should mention their Permanent Account No. or their GIR No. allotted under Income Tax Act, 1961 and the Income Tax Circle/Ward/District. In case where neither the PAN nor the GIR No. has been allotted, the fact of non-allotment should be mentioned in the application form in the space provided. Income Tax as applicable will be deducted at source at the time of payment of interest including interest payable on application money.

7. The application would be accepted as per the terms of the Debentures outlined in the transaction documents for the private placement.

ANNEXURE IV: ILLUSTRATION OF BOND CASH FLOWS

Illustration of Bond Cash Flows	
Name of the Issuer	Vivriti Capital Limited
Face Value (per security)	INR 1,00,000 (Indian Rupees One Lakh)
Issue Date / Date of Allotment	June 20, 2024
Date of Redemption	August 22, 2025
Tenure	14 (fourteen) months and 2 (two) days from the Deemed Date of Allotment
Coupon Rate	9.90% (nine decimal nine zero percent) per annum (fixed)
Frequency of the Coupon Payment with specified dates	Quarterly. Please refer below.
Day count convention	Actual/Actual

1. **INTEREST PAYMENT SCHEDULE**

CASH FLOWS	DATE FOR COUPON/ REDEMPTION BECOMING DUE	NUMBER OF DAYS	AMOUNT PER DEBENTURE (in INR)
1st Coupon Payment	20 September 2024	92	2,488.52
2nd Coupon Payment	20 December 2024	91	2,461.48
3rd Coupon Payment	20 March 2025	90	2,441.10
4th Coupon Payment	20 June 2025	92	2,495.34
5th Coupon Payment	22 August 2025	63	1,708.77

2. **REDEMPTION SCHEDULE**

CASH FLOWS	DATE FOR COUPON/ REDEMPTION BECOMING DUE	NUMBER OF DAYS	AMOUNT PER DEBENTURE (in INR)
Principal Amount	22 August 2025	428	1,00,000.00

ANNEXURE V: DUE DILIGENCE CERTIFICATES

1. **Due diligence certificate as per the format specified in the SEBI Debenture Trustees Master Circular:**

   Attached separately.

2. **Due diligence certificate as per the format specified in the SEBI Debt Listing Regulations:**

   Attached separately.

ANNEXURE VI: DISCLOSURES PURSUANT TO THE SEBI DEBENTURE TRUSTEES MASTER CIRCULAR

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

Movable assets comprising the receivables arising, *inter alia*, out of identified book debts/loans of the Issuer.

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

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

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

The charge created over the movable assets set out in (a) above will be reported to the relevant registrar of companies and the Central Registry of Securitisation Asset Reconstruction and Security Interest (CERSAI) within the timelines prescribed under Applicable Law. As the charge is being created over movable assets, no filings are required to be made with the any sub-registrar.

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

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

(e) **For encumbered assets, on which charge is proposed to be created, the following consents along-with their validity as on date of their submission:**

(i) **Details of existing charge over the assets along with details of charge holders, value/ amount, copy of evidence of registration with Sub-registrar, Registrar of Companies, CERSAI, Information Utility (IU) registered with Insolvency and Bankruptcy Board of India (IBBI) etc. as applicable:** Not Applicable.

(ii) **Consent/ No-objection certificate (NOC) from existing charge holders for further creation of charge on the assets or relevant transaction documents wherein existing charge holders have given conditional consent/ permission to the Issuer to create further charge on the assets, along-with terms of such conditional consent/ permission, if any:** Not Applicable.

(iii) **Consent/ NOC from existing unsecured lenders, in case, negative lien is created by Issuer in favour of unsecured lenders:** Not Applicable.

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

(i) **Details of guarantor viz. relationship with the Issuer:** Not Applicable.

(ii) **Net worth statement (not older than 6 months from the date of debenture trustee agreement) certified by a chartered accountant of the guarantor:** Not Applicable.

(iii) **List of assets of the guarantor including undertakings/ consent/ NOC as per para 2.1(b) and 2.1(c) of Chapter II of the SEBI Debenture Trustees Master Circular**: Not Applicable.

(iv) **Conditions of invocation of guarantee including details of put options or any other terms and conditions which may impact the security created:** Not Applicable.

(v) **List of previously entered agreements for providing guarantee to any other person along with an undertaking that there are no agreements other than those provided in the list, if any:** Not Applicable.

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

(i) **Details of guarantor viz. holding/ subsidiary/ associate company etc**: Not Applicable.

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

(iii) **List of assets of the guarantor along-with undertakings/consent/NOC as per para 2.1(b) and 2.1(c) of Chapter II of the SEBI Debenture Trustees Master Circular**: Not Applicable.

(iv) **Conditions of invocation of guarantee including details of put options or any other terms and conditions which may impact the security created:** Not Applicable.

(v) **Impact on the security in case of restructuring activity of the guarantor:** Not Applicable.

(vi) **Undertaking by the guarantor that the guarantee shall be disclosed as "contingent liability" in the "notes to accounts" of financial statement of the guarantor:** Not Applicable.

(vii) **Copy of Board resolution of the guarantor for the guarantee provided in respect of the debt securities of the Issuer:** Not Applicable.

(viii) **List of previously entered agreements for providing guarantee to any other person along with an undertaking that there are no agreements other than those provided in the list, if any**: Not Applicable.

(h) **In case of any other contractual comforts/ credit enhancements provided for or on behalf of the issuer, it shall be required to be legal, valid and enforceable at all times, as affirmed by the issuer. In all other respects, it shall be dealt with as specified above with respect to guarantees**: Not Applicable.

(i) **In case securities (equity shares etc.) are being offered as security then a holding statement from the depository participant along-with an undertaking that these securities shall be pledged in favour of debenture trustee(s) in the depository system:** Not Applicable.

(j) **Details of any other form of security being offered viz. Debt Service Reserve Account etc.**: Please refer section named "*Description regarding Security (where applicable) including type of security (movable/immovable/tangible etc.), type of charge (pledge/ hypothecation/ mortgage etc.), date of creation of security/ likely date of creation of security, minimum security cover, revaluation, replacement of security, interest to the debenture holder over and above the coupon rate as specified in the Trust Deed and disclosed in the Key Information Document*" in Section 8.1 (*Summary Terms*).

(k) **Any other information, documents or records required by debenture trustee with regard to creation of security and perfection of security**: Not Applicable.

(l) **Declaration**: The Issuer declares that debt securities shall be considered as secured only if the charged asset is registered with Sub-registrar and Registrar of Companies or CERSAI or Depository etc., as applicable, or is independently verifiable by the debenture trustee.

(m) **Terms and conditions of debenture trustee agreement including fees charged by debenture trustees(s)**: The acceptance fee of the Debenture Trustee is INR 51,000 (Indian Rupees Fifty One Thousand) and the annual fee of the Debenture Trustee is INR 77,000 (Indian Rupees Seventy Seven Thousand) in accordance with the engagement/fee letter dated June 12, 2024 of the Debenture Trustee for terms and conditions of the appointment of the Debenture Trustee and fee of the Debenture Trustee.

(n) **Details of security to be created**: Please refer section named "*Description regarding Security (where applicable) including type of security (movable/immovable/tangible etc.), type of charge (pledge/ hypothecation/ mortgage etc.), date of creation of security/ likely date of creation of security, minimum security cover, revaluation, replacement of security, interest to the debenture holder over and above the coupon rate as specified in the Trust Deed and disclosed in the Key Information Document*" in Section 8.1 (*Summary Terms*).

(c) **Process of due diligence carried out by the debenture trustee under the SEBI Debenture Trustees Master Circular**: The Debenture Trustee has carried out due diligence in accordance with the manner prescribed in the SEBI Debenture Trustees Master Circular. The due diligence broadly includes the following:

(i) A chartered accountant appointed by the Debenture Trustee will be conducting an independent due diligence as per scope provided by the Debenture Trustee and the information provided by the Issuer in respect of the security being provided by the Issuer in respect of the Debentures.

(ii) The chartered accountant will verify and ensure that the assets provided by the Issuer for creation of security are free from any encumbrances or necessary permission or consent has been obtained from existing charge holders.

(iii) Periodical due diligence will be carried out by the Debenture Trustee in accordance with the Debenture Trustees Regulations and the relevant circulars issued by SEBI from time to time (including the SEBI Debenture Trustees Master Circular) as per the nature of security provided by the Issuer in respect of the Debentures.

(iv) The Debenture Trustee will issue such necessary certificate(s) in relation to the due diligence carried out by it and such certificate(s) will be available on Stock Exchanges from time to time for information of the Debenture Holders.

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

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

(o) **Due diligence certificates as per the format specified in the Debenture Trustees Master Circular and the Debt Listing Regulations**: Enclosed as Annexure V. The due diligence certificates will be submitted to BSE along with the Key Information Document.

ANNEXURE VII: BOARD RESOLUTION AND COMMITTEE RESOLUTION

Board Resolution:

Attached separately.

Committee Resolution:

Attached separately.

ANNEXURE VIII: SHAREHOLDERS' RESOLUTIONS

Attached separately.

ANNEXURE IX: FORM NO. PAS-4 - PRIVATE PLACEMENT OFFER CUM APPLICATION LETTER

Attached separately.

ANNEXURE X: SHAREHOLDING PATTERN OF THE ISSUER

Attached separately.

ANNEXURE XI: AUDITED FINANCIAL STATEMENTS FOR THE FINANCIAL YEAR ENDED MARCH 31, 2024

Attached separately.

ANNEXURE XII: SPECIFIC DISCLOSURES REQUIRED FROM NBFCs

1. **Details with regard to the lending done by the Issuer out of the issue proceeds of debt securities in last three years, including details regarding the following:**

1.1 **Lending policy: Should contain overview of origination, risk management, monitoring and collections:**

***Loan Origination system*:** Loans are originated individually and though CredAvenue (CA) platform. CredAvenue is an inbuild enterprise debt solution platform that offers a full stack tech led solution for the entire explore, evaluate, originate and execute debt deals. It brings together the entire debt ecosystem- Issuers, Investors, Rating Agencies, Trustees, Law Firms and Auditors on one portal thereby ensuring that the entire process is seamless and efficient. Credavenue is a deal execution and repository for all deal information (such as KYC, credit rating, repayment schedule, etc) of Vivriti Capital.

Data driven Approach: CA draws upon an exhaustive data base drawn from multiple sources pertaining to issuers, transactions, credit bureau scrub data and external data scrapping. This data is used to draw insights on issuer credit performance, sector trends, micro level geographical performance.

Decision Making Tools and Analytics: CA is equipped with inhouse build proprietary model and analytical tools designed to make investor-issuer recommendations basis past trends and performances, allow auto pool selection, suggest optimal credit enhancement and transaction, structures, instant loss estimation report generation.

Execution Excellence: CA is equipped with automated workflows, auto deal document generation and straight through processing which makes the entire deal initiation, structuring and execution faster, more efficient and seamless. This is across the gamut of product offering raging from TLs, PTCs, DA, NCD, CPs, CDs etc. With over 1200 transactions processed so far, the system is designed for significant ramp up in lines with Vivriti's scale up plan.

Post Settlement Requirements: CA has a comprehensive post settlement module wherein all reporting, performance analysis can be tracked. Detailed analysis reports on pool performance on multiple parameters such as collection efficiency, credit enhancement build up, PAR etc can be viewed through interactive dashboards. Having end to end deal lifecycle requirements met on a single portal is a first of its kind proposition in the industry.

Credit Information Repository: CA connects over 1100 Issuers across with 350+ investors. A key facet of the engagement is the granularity of data and robustness of information shared. The Credit Module for each Issuer has a detailed 30+ pager diligence report, trend analysis dashboards, scenario analysis sections, peer comparison etc. The module has been designed basis an exhaustive analysis of over 50 Investor CAMS which ensures that we cover underwiring requirements across multiple investor categories.

Seamless Integration: CA enables seamless integration with multiple platforms including API integration with LOS, LMS of partner entities. The Co-lending module for instance offers a one of its kind dual marketplace model wherein lenders can reach out to multiple investors for co-origination with end to end approval, execution and tracking through the platform. CA has been providing customised solutions such as reporting templates, CAM generation, risk and credit dashboards that have been designed for specific investor requirements.

Agile Technology Solutions: CA brings on board various open source software that have been clubbed and integrated to offer a flexible, dynamic product offering. The solution has the agility to allow for multiple integration, scale ramp up, offering expansion and customisation. The features developed have been directed not just by the inhouse expertise but also through on-going user feedback sessions collated over 3 years.

User Base
The platform currently has over 2100 individual users spread across the 1100+ Issuer, 350+ investor, Trustees, Rating Agencies, Law Firms and Auditors

Throughput
CA has till date facilitated over INR 65,000+ crores of fixed income transactions including the term loans originated by Vivriti Capital.

Multiple Products
The platform today has 10+ live products which includes Term Loans, Working Capital Loan, Direct Assignments, PTCs, NCDs, CPs, CDs, Multi Issuer Securitisation among others.

Data Points
The platform so far has over 4 millions loan contract level data points which feeds into the data analytics engine. Over 1500 performance reports have been processed for the securitisation transactions which throw up detailed micro level analysis. This is in addition to the scrub data, client information and external market information which is curated on a continued basis.

Loan Management system

The Company uses the existing accounting software/ERP to manage the lifecycle of the loans, however the development of an full-fledged LMS through credavenue is under-development which could be integrated with the ERP itself for recording and reporting of the financial data of the loans.

Recovery mechanism

- Vivriti's collection dates are 10th, 15th, and 27th of every month.
- About 70% of EMIs are paid through NACH while the rest through RTGS.

Particulars	Action
On-time payment reminder	2 days prior to the payment date(T)
Receipt of bounce notification from the bank	T+1
Legal notice for check bounce	T+3
Loan recall notice	15 days after legal notice is shared
Filing case under section 138	15 days after legal notice is shared
CIBIL reporting	Overdue status shall be reported at the end of each month
Bureau reporting	Overdue status shall be reported to Bureau the end of each month

Present Exposure/Experience/Lending norms etc. for the purpose for which loan is sought

Vivriti Capital is managed by key executives from erstwhile IFMR Capital, who saw high potential to disrupt the enterprise debt space. The business of Vivriti Capital is to provide diversified debt financing options, including that of capital market instruments to its high-quality clientele. Vivriti Capital possesses significant expertise in assessing the credit risk of its clients as well as in providing structured finance solutions to the debt needs of its clients.

Most of Vivriti Capital's clients are entities in the mid rating categories (BBB and A categories) that:

1. Have diversified and granular revenue base
2. Professionally managed
3. Have invested in good corporate governance
4. Seek to raise debt and achieve growth
5. Are asset light with high fixed asset turnover

6. Are profitable/ have a clear path to profitability
7. Have attracted private equity investors/invested family money for growth of the company
8. Are B2C in nature

Vivriti Capital works in 25+ sectors. A few examples are:
Financial Services:
1. SME Finance 2. Vehicle Finance 3. Consumer Finance 4. Gold Finance 5. Housing Finance 6. Microfinance 7. Agri Finance 8. Education finance

Enterprise and Retail Sectors in Services:
1. Healthcare 2. Pharmaceutical distribution 3. Food and Beverages 4. Lifestyle goods 5. Apparel retail 6. Agri supply chain 7. Commercial Supplies 8. Construction Materials
9. Energy Equipment & Services 10. IT 11. Containers & Packaging 12. Household Durables 13. Manufacturing 14. Hotels, Restaurants & Leisure 15. Trading Companies & Distributors 16. Building Products

Retail Lending
1. SME Finance 2. Consumer Finance 3. Vehicle Finance 4. Gold Finance

The sectoral approach has helped the Issuer develop strong underwriting guidelines for all the sectors it operates in and this helps Vivriti differentiate between clients operating in the same sector and understand the best practices in the sector.

1.2 **Classification of loans/ advances given to associates, entities/ person relating to board, senior management, promoters, others, etc.:**

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 private placements of debentures.

1.3 **Classification of loans/ advances given, according to type of loans, denomination of loan outstanding by loan to value, sectors, denomination of loans outstanding by ticket size, geographical classification of borrowers, maturity profile etc.:**

Please refer paragraph 3 below.

1.4 **Aggregated exposure to the top 20 borrowers with respect to the concentration of advances, exposures to be disclosed in the manner as prescribed by RBI in its stipulations on Corporate Governance for NBFCs or HFCs, from time to time:**

Concentration of Advances:

Particulars	Amount (in Lakhs)
Total advances to twenty largest borrowers	91,217.02
Percentage of advances to twenty largest borrowers to total advances	12.35%

Concentration of Exposures:

Particulars	Amount (in Lakhs)
Total exposures to twenty largest borrowers / customers	100,392.87
Percentage of exposures to twenty largest borrowers / customers to total exposure of the applicable NBFC on borrowers / customers	12.84%

1.5 **Details of loans, overdue and classified as non-performing in accordance with RBI stipulations:**

Please refer paragraph 3 below.

2. **In order to allow investors to better assess the debt securities issued by the NBFC/ HFC, the following disclosures shall also be made by such Issuer:**

2.1 **A portfolio summary with regard to industries/ sectors to which borrowings have been made:**

Onward lending to below segment -

Financial Services:
1. SME Finance 2. Vehicle Finance 3. Consumer Finance 4. Gold Finance 5. Housing Finance 6. Microfinance 7. Agri Finance 8. Education finance

Enterprise and Retail Sectors in Services:
1. Healthcare 2. Pharmaceutical distribution 3. Food and Beverages 4. Lifestyle goods 5. Apparel retail 6. Agri supply chain 7. Commercial Supplies 8. Construction Materials 9. Energy Equipment & Services 10. IT 11. Containers & Packaging 12. Household Durables 13. Manufacturing 14. Hotels, Restaurants & Leisure 15. Trading Companies & Distributors 16. Building Products

Retail Lending
1. SME Finance 2. Consumer Finance 3. Vehicle Finance 4. Gold Finance

Please also refer paragraph 3.3 below.

2.2 **NPA exposures of the issuer for the last three financial years (both gross and net exposures) and provisioning made for the same as per the last audited financial statements of the Issuer:**

Year ending	2021	2022	2023	2024
Gross NPA %	0.31%	0.29%	0.31%	1.09%
Gross NPA (Amt in Crs)	5.93	10.92	18.04	85.32
Net NPA	NIL	0.07%	0.08%	0.46%
Net NPA (Amt in Crs)	NIL	2.50	4.56	35.67

Please also refer paragraph 3.6 below.

2.3 **Quantum and percentage of secured vis-à-vis unsecured borrowings made:**

Please also refer paragraph 3.1 below.

2.4 **Any change in promoters' holdings during the last financial year beyond the threshold, as prescribed by RBI:**

No change

3. **Classification of loans/ advances given according to:**

3.1 **Type of loans:**

Details of types of loans

S. No.	Type of loans	INR, Crore
1	Secured	4,710.66
2	Unsecured	2,675.27
	Total assets under management (AUM)*^	7,386.15

**Information required at borrower level (and not by loan account as customer may have multiple loan accounts);*
^Issuer is also required to disclose off balance sheet items;

3.2 **Denomination of loans outstanding by loan-to-value:**

Details of LTV

S. No.	LTV (at the time of origination)	Percentage of AUM
1.	Up to 40%	N.A
2.	40-50%	N.A
3.	50-60%	N.A
4.	60-70%	N.A
5.	70-80%	N.A
6.	80-90%	N.A
7.	>90	N.A
	Total	N.A

3.3 **Sectoral exposure:**

Details of sectoral exposure

S. No.	Segment-wise break-up of AUM	Percentage of AUM
1.	**Retail**	
(A)	Mortgages (home loans and loans against property)	0.01%
(B)	Gold loans	-
(C)	Vehicle finance	2.84%
(D)	MFI	0.07%
(E)	MSME	2.84%
(F)	Capital market funding (loans against shares, margin funding)	-
(G)	Others	40.85%
2.	**Wholesale**	
(A)	Infrastructure	1.84%
(B)	Real estate (including builder loans)	0.99%
(C)	Promoter funding	-
(D)	Any other sector (as applicable)	-
(E)	Others	50.57%
	Total	100.00%

3.4 **Denomination of loans outstanding by ticket size*:**

Details of outstanding loans category wise

S. No.	Ticket size (at the time of origination)	Percentage of AUM
1.	Up to INR 2 lakh	28.62%
2.	INR 2-5 Lakh	4.24%

S. No.	Ticket size (at the time of origination)	Percentage of AUM
3.	INR 5-10 Lakh	0.91%
4.	INR 10-25 Lakh	4.85%
5.	INR 25-50 Lakh	1.15%
6.	INR 50 Lakh - 1 crore	1.75%
7.	INR 1-5 crore	14.21%
8.	INR 5-25 crore	34.29%
9.	INR 25-100 crore	9.97%
10.	> INR 100 crore	-
	Total	100%

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

3.5 **Geographical classification of borrowers:**

Top 5 states borrower wise

S. No.	Top 5 States	Percentage of AUM
1.	Maharashtra	16.43%
2.	Karnataka	14.18%
3.	Delhi	10.18%
4.	Tamil Nadu	7.91%
5.	Gujarat	4.92%
	Total	**53.62%**

3.6 **Details of loans overdue and classified as non-performing in accordance with RBI's stipulations:**

Movement of gross NPA

Movement of gross NPA*	INR, Lakhs
Opening gross NPA	1,803.97
- Additions during the year	13,584.26
- Reductions during the year	(6,856.01)
Closing balance of gross NPA	8,532.22

**Please indicate the gross NPA recognition policy (Day's Past Due): 90 days*

Movement of provisions for NPA

Movement of provisions for NPA	INR, Lakhs
Opening balance	1,350.41
- Provisions made during the year	10,471.35
- Write-off/ write-back of excess provisions	(6,856.01)
Closing balance	4,965.75

3.7 **Segment-wise gross NPA:**

Segment wise gross NPA

S. No.	Segment-wise gross NPA	Gross NPA (%)
1.	**Retail**	
(A)	Mortgages (home loans and loans against property)	-

S. No.	Segment-wise gross NPA	Gross NPA (%)
(B)	Gold loans	-
(C)	Vehicle loans	0.22%
(D)	MFI	-
(E)	MSME	1.74%
(F)	Capital market funding (loans against shares, margin funding)	-
(G)	Others	1.51%
2.	**Wholesale**	
(A)	Infrastructure	-
(B)	Real estate (including builder loans)	-
(C)	Promoter funding	-
(D)	Any other sector (as applicable)	-
(E)	Others	0.83%
	Total	1.09%

3.8 **Residual maturity profile of assets and liabilities (in line with the RBI format):**

Residual maturity profile of assets and liabilities (INR in Lakhs)

Category	Up to 30/31 days	>1 month - 2 months	>2 months - 3 months	>3 months - 6 months	>6 months - 1 year	>1 year - 3 years	>3 years - 5 years	> 5 years	Total
Deposits	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Borrowings	59,044.97	35,773.30	23,370.96	68,862.71	1,03,591.55	1,90,228.94	17,835.91	26,250.00	5,24,958.34
Debt Securities	28,675.08	16,408.32	2,569.25	26,388.84	37,983.45	66,220.48	-	-	178,245.42
Advances	87,509.09	73,752.10	73,219.23	1,27,959.43	1,60,014.38	2,04,723.74	6,061.12	5,354.91	7,38,594.00
Investments	13,320.53	698.34	19,586.57	2,988.72	4,409.29	8,220.92	4,275.33	17,416.03	70,915.73
FCA*	NA	NA	NA	NA	NA	NA	NA	NA	NA
FCL*	NA	NA	NA	NA	NA	NA	NA	NA	NA

**FCA – Foreign Currency Assets; FCL – Foreign Currency Liabilities*

4. **Details of borrowings granted by issuer**

4.1 **Portfolio Summary of borrowings made by issuer**

Particulars	Amount in INR Lakhs
CC, WCDL, OD	26,972.21
CP	13,300.00
ECB	7,500.00
NCD	1,01,155.47
NCS	56,000.00
TL	4,39,045.08
Total	**6,43,972.76**

4.2 **Quantum and percentage of secured vs. unsecured borrowings**

Particulars	Amount in INR Lakhs
Secured	6,90,172.23
Unsecured	13,031.53
Total	**7,03,203.76**

5. **Disclosure of latest ALM statements to stock exchange:**

Please refer Annexure XIII.

ANNEXURE XIII: LATEST ALM STATEMENTS

Attached separately.