KRAZYBEE SERVICES PRIVATE LIMITED

Corporate Identity Number (CIN): U65100KA2016PTC086990
Permanent Account Number: AAGCK1119D
Date and Place of Incorporation: March 16, 2016, Bengaluru, Karnataka, India
Certificate of Registration issued by Reserve Bank of India: N-02.00281
Registered Office: 3rd Floor, No.128/9, Maruthi Sapphire, HAL Airport Road, Murugeshpalya, Bengaluru - 560017
Corporate Office: 3rd Floor, No.128/9, Maruthi Sapphire, HAL Airport Road, Murugeshpalya, Bengaluru - 560017
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Compliance Officer: Pallavi Lingaraju Contact details of Compliance Officer: 91-9972857010; email address: legal@krazybee.com
Company Secretary: Pallavi Lingaraju Contact details of Company Secretary: 91-9972857010; email address: legal@krazybee.com
Promoter(s): Finnov Private Limited Contact details of Promoter(s): Email: legal@krazybee.com and Contact details: 080-41275009

This Issue does not form part of non-equity Tier-II / regulatory capital mentioned under Chapter V of the NCS Listing Regulations, and the Issuer hereby confirms that Chapter V of the NCS Listing Regulations is not applicable to the present Issue. The face value of each Debenture issued on private placement basis under this Issue shall be INR 1,00,000/- (Indian Rupees One Lakh).

THIS KEY INFORMATION DOCUMENT DATED JUNE 18, 2024 FOR ISSUE OF DEBENTURES ON A PRIVATE PLACEMENT BASIS, TO BE READ ALONG WITH GENERAL INFORMATION DOCUMENT DATED SEPTEMBER 28, 2023 BEARING REFERENCE NO. 1/2023-24.

THIS KEY INFORMATION DOCUMENT IS IN RELATION TO THE ISSUE OF UPTO 10,000 (TEN THOUSAND) SENIOR, SECURED, LISTED, RATED, REDEEMABLE, NON-CONVERTIBLE DEBENTURES EACH HAVING A FACE VALUE OF RS. 1,00,000/- (INDIAN RUPEES ONE LAKHS ONLY) AGGREGATING UP TO RS. 100,00,00,000/- (INDIAN RUPEES ONE HUNDRED CRORES ONLY) ("DEBENTURES" OR "NCD(S)") COMPRISING OF BASE ISSUE OF 5,000 (FIVE THOUSAND) SENIOR, SECURED, LISTED, RATED, REDEEMABLE, NON-CONVERTIBLE DEBENTURES EACH HAVING A FACE VALUE OF RS. 1,00,000/- (INDIAN RUPEES ONE LAKHS ONLY) AGGREGATING UP TO RS. 50,00,00,000/- (INDIAN RUPEES FIFTY CRORES ONLY) AND GREEN SHOE OPTION OF UP TO 5,000 (FIVE THOUSAND) SENIOR, SECURED, LISTED, RATED, REDEEMABLE, NON-CONVERTIBLE DEBENTURES EACH HAVING A FACE VALUE OF RS. 1,00,000/- (INDIAN RUPEES ONE LAKHS ONLY) AGGREGATING UP TO RS. 50,00,00,000/- (INDIAN RUPEES FIFTY CRORES ONLY) ("GREEN SHOE OPTION") BY WAY OF A PRIVATE PLACEMENT (THE "ISSUE"), BY KRAZYBEE SERVICES PRIVATE LIMITED (THE "COMPANY" OR "ISSUER") HAVING INTEREST RATE OF 10.20% (TEN DECIMAL TWO ZERO PERCENT) PER ANNUM GROSS OF APPLICABLE TAX PAYABLE MONTHLY FROM THE DATE OF ISSUE.

Debenture Trustee	Register & Transfer Agent	Credit Rating Agency	Statutory Auditor	Arranger
Vardhman Trusteeship Private Limited Unit No 15, Turner Morrison, 6 Lyons	**NSDL Database Management Limited** 4th Floor, Trade World A Wing, Kamala Mills Compound, Senapati	**CRISIL RATINGS LIMITED** CRISIL House. Central Avenue, Hiranandani	**ASC & ASSOCIATES** https://www.ascgroup.in/ F-7, Lajpat Nagar-III, New Delhi-110024	**Credavenue Securities Private Limited** Address: 12th floor, Credavenue Securities Private

Range, Kolkata, West Bengal - 700001 and branch office at The Capital, A Wing, 412A, Bandra Kurla Complex, Bandra (East), Mumbai, Maharashtra-400051Tel.: +91(22) 42648335 Email: corporate@vardhmantrustee.com Contact person: Mr. Rushabh Desai Website: https://vardhmantrustee.com/	Bapat Marg, Lower Parel, Mumbai – 400 013 Tel.: 022 - 24994200 Email: sachin.shinde@nsdl.co.in Contact person: Sachin V Shinde Website: www.ndml-nsdl.co.in	Business Park, Powai, Mumbai 400 076, India **Tel.:** +91 22 3342 3000 **Email:** rikin.shah@crisil.com **Contact person:** Rikin Shah **Website:** https://www.crisil.com	Email Id: ascassociates92@gmail.com Telephone No: 011-29835500 Contact Person: Denesh Singh Peer Review No: 014120	Limited, Prestige Polygon, No.471,annasalai,nandanam, chennai, Tamil Nadu, 600035 Logo: Telephone Number: 044-4091 2302 Website: https://www.myyubiinvest.com/ Email address: bonds.operations@yubisecurities.com Contact person: Sarath Bhaskaran

ISSUE SCHEDULE	
Issue Opening Date	June 18, 2024
Issue Closing Date	June 18, 2024
Pay in Date	June 19, 2024
Deemed Date of Allotment	June 19, 2024
Date of earliest closing of the issue, if any	NA

ISSUE DETAILS	
Nature	**Senior, Secured, Listed, Rated, Transferable, Redeemable, Non-Convertible Debentures**
Number	Up to 10,000 (Ten Thousand) Senior, Secured, Listed, Rated, Redeemable, Non-Convertible Debentures each having a face value of INR 1,00,000/- (Indian Rupees One Lakh Only) aggregating up to INR 100,00,00,000/- (Indian Rupees One Hundred Crores Only) ("**Debentures**") comprising of: a. Base issue of 5,000 (Five Thousand) Senior, Secured, Listed, Rated, Redeemable, Non-Convertible Debentures each having a face value of INR 1,00,000/- (Indian Rupees One Lakh Only) aggregating up to INR 50,00,00,000/- (Indian Rupees Fifty Crores Only); and b. Green Shoe Option of up to 5,000 (Five Thousand) Senior, Secured, Listed, Rated, Redeemable, Non-Convertible Debentures each having a face value of INR 1,00,000/- (Indian Rupees One Lakh Only) aggregating up to INR 50,00,00,000/- (Indian Rupees Fifty Crores Only) ("**Green Shoe Option**");
Price per Debenture	Issue price: INR 1,00,000/- (Indian Rupees One Lakh Only) per Debenture Face value: INR 1,00,000/- (Indian Rupees One Lakh Only) per Debenture
Amount	INR 100,00,00,000/- (Indian Rupees One Hundred Crore Only)
Issue size (base issue or green shoe)	**Issue Size: Aggregate INR 100,00,00,000/- (Indian Rupees One Hundred Crore Only)**

	Base Issue: 5,000 (Five Thousand) Senior, Secured, Listed, Rated, Redeemable, Non-Convertible Debentures each having a face value of INR 1,00,000/- (Indian Rupees One Lakh Only) aggregating up to INR 50,00,00,000/- (Indian Rupees Fifty Crores Only) **Green Shoe Option:** 5,000 (Five Thousand) Senior, Secured, Listed, Rated, Redeemable, Non-Convertible Debentures each having a face value of INR 1,00,000/- (Indian Rupees One Lakh Only) aggregating up to INR 50,00,00,000/- (Indian Rupees Fifty Crores Only)
Coupon	10.20% p.a. payable monthly
Coupon Payment Frequency	Monthly
Redemption Date	December 19, 2025
Redemption Amount	Each Debenture shall be redeemed at par.
Credit Rating	The Debentures proposed to be issued by the Issuer have been rated by CRISIL Ratings Limited ("**Rating Agency" / "CRISIL**"). The Rating Agency has *vide* its letter dated May 31, 2024 and rating rationale dated May 30, 2024 assigned a rating of "CRISIL A-" (pronounced as "CRISIL A minus") with 'Stable' outlook in respect of the Debentures. The above rating is not a recommendation to buy, sell or hold securities and investors should take their own decision. The ratings may be subject to revision or withdrawal at any time by the rating agency and should be evaluated independently of any other ratings. Please refer to Annexure II of this Key Information Document for the letter dated May 31, 2024 and rating rationale dated May 30, 2024 from the Rating Agency assigning the credit rating abovementioned and the press release by the Rating Agency in this respect.
Details of Eligible Investors	The following categories of investors, when specifically approached and have been identified upfront, are eligible to apply for this private placement of Debentures subject to fulfilling their respective investment norms/rules and compliance with laws applicable to them by submitting all the relevant documents along with the Application Form ("**Eligible Investors**"): a) Individuals except Politically Exposed Person b) Hindu Undivided Family c) Trust Limited Liability Partnerships d) Partnership Firm(s) e) Portfolio Managers registered with SEBI f) Association of Persons g) Companies and Bodies Corporate including Public Sector Undertakings. h) Commercial Banks i) Regional Rural Banks j) Financial Institutions k) Insurance Companies l) Mutual Funds m) FPIs n) NBFCs Any other investor eligible to invest in these Debentures
Details about Underwriting	Not Applicable

Listing	In the event that: (i) the Debentures are not listed on the BSE within a period of 3 (Three) trading days from the Issue closing date or as per the applicable guidelines whichever is lower, the Company shall pay default interest calculated at the rate of 1% (One Percent) per annum on the outstanding principal amount of the Debentures over and above the Coupon Rate for the period that the Debentures are unlisted or delisted. The Debentures are proposed to be listed on the wholesale debt market segment of the BSE Limited ("**BSE**" or the "**Stock Exchange**"). The Issuer shall comply with the requirements of the SEBI LODR Regulations (as defined in Key Information Document) to the extent applicable to it on a continuous basis. Please refer to Annexure VII of the Key Information Document for the 'in-principle' listing approval from the Stock Exchange.
Electronic Book Provider Platform	The Issue shall be made through the electronic bidding platform (EPB) in compliance with the extant Non-Convertible Securities (NCS) Issuance and Listing Regulations read with Listed NCDs Master Circular for details refer to Annexure IX *(Application Process)* of the Key Information Document.
Inclusion of a compliance clause in relation to electronic book mechanism and details pertaining to the uploading the Key Information Document on the Electronic Book Provider Platform, if applicable.	This Issue, offer and subscription to the Debentures shall be made by the Eligible Investors through the electronic book mechanism as prescribed by SEBI and BSE under the EBP Guidelines (as defined below) by placing bids on the EBP Platform during the period of the Issue. The Eligible Investors should also refer to the operational guidelines of the EBP in this respect. The disclosures required pursuant to the EBP Guidelines (as defined below) are set out hereinbelow:

Details of size of the Issue including green shoe option, if any	**Total Issue size of Issue:** Indian Rupees 100,00,00,000/- (Indian Rupees One Hundred Crore Only) **Base Issue**: 5,000 (Five Thousand) Senior, Secured, Listed, Rated, Redeemable, Non-Convertible Debentures each having a face value of INR 1,00,000/- (Indian Rupees One Lakh Only) aggregating up to INR 50,00,00,000/- (Indian Rupees Fifty Crores Only); ***Green Shoe Option*:** 5,000 (Five Thousand) Senior, Secured, Listed, Rated, Redeemable, Non-Convertible Debentures each having a face value of INR 1,00,000/- (Indian Rupees One Lakh Only) aggregating up to INR 50,00,00,000/- (Indian Rupees Fifty Crores Only)
Anchor Portion Details	No
Interest rate parameter	Fixed Coupon
Bid opening and closing date	Bid opening date: June 18, 2024; and Bid closing date: June 18, 2024
Minimum Bid lot	100 (One Hundred) Debentures (aggregating to INR 1,00,00,000 (Indian Rupees One Crore), and 1 (one) Debenture thereafter

	Manner of bidding in the Issue — Price based **Manner of allotment in the Issue** — The allotment will be done on Uniform Yield basis in accordance with EBP Guidelines. **Manner of settlement in the Issue** — Pay-in of funds through ICCL and the account details are given in the Annexure IX (*Application Process*) of this Key Information Document **Settlement cycle & Deemed Date of Allotment** — T+1; where T refers to the date of bid opening date / issue opening date Settlement of the Issue will be on June 19, 2024. **Listing Period** — T+3; where T refers to the date of bid opening date / issue opening date **Bid Book Type** — Closed
Specific declaration requested by BSE: non-equity regulatory capital	This issue of Debentures does not form part of non-equity regulatory capital mentioned under Chapter V of the NCS Listing Regulations. The face value of each Debenture is INR 1,00,000/- (Indian Rupees One Lakh Only).
Reissuance of Debentures	The Issuer reserves the right to make multiple issuances under the same ISIN. Any 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.

BACKGROUND

This Key Information Document (as defined below) is related to the Debentures to be issued by Krazybee Services Private Limited (the "**Issuer**" or "**Company**") on a private placement basis and contains relevant information and disclosures 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 resolutions passed by the shareholders of the Issuer on March 26, 2024 and the Board of Directors of the Issuer on March 26, 2024 read with resolution passed by Board Committee (Borrowings) on May 15, 2024 and the Memorandum and Articles of Association of the Company. Pursuant to the resolution passed by the Company's shareholders dated March 26, 2024 in accordance with provisions of the Companies Act, 2013 ("**Companies Act**"), the Company has been authorised to raise funds, by way of issuance of non-convertible debentures, upon such terms and conditions as the Board may think fit for aggregate amounts not exceeding INR 2500,00,00,000/- (Indian Rupees Two Thousand Five Hundred Crore).

This Issue does not form part of non-equity Tier-II / regulatory capital mentioned under Chapter V of the NCS Listing Regulations and the Issuer hereby confirms that Chapter V of the NCS Listing Regulations is not applicable to the present Issue. The face value of each Debenture issued on private placement basis under this Issue shall be INR 1,00,000/- (Indian Rupees One Lakh).

ISSUER'S ABSOLUTE RESPONSIBILITY

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

GENERAL RISK

Investment in non-convertible securities is risky and investors should not invest any funds in such securities unless they can afford to take the risk attached to such investments. Investors are advised to take an informed decision and to read the risk factors carefully before investing in this offering. For taking an investment decision, investors must rely on their examination of the issue including the risks involved in it. Specific attention of investors is invited to statement of risk factors contained under Section 4 of the General Information Document Dated September 28, 2023 bearing reference no. 1/2023-24. These risks are not, and are not intended to be, a complete list of all risks and considerations relevant to the non-convertible securities or investor's decision to purchase such securities.

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SECTION 1 DISCLAIMERS

GENERAL DISCLAIMER

This Key Information Document is neither a prospectus nor a statement in lieu of a prospectus and does not constitute an offer to the public to subscribe to the Issue.

The Debentures are to be listed on BSE and is being made strictly on a private placement basis. The Key Information Document is not intended to be circulated to more than 200 (two hundred) persons. Multiple copies hereof given to the same entity shall be deemed to be given to the same person and shall be treated as such. No invitation is being made to any persons other than to those to whom Application Form along with this Key Information Document have been sent. Any application by a person to whom the Key Information Document and Application Form have not been sent by the Company shall be rejected without assigning any reason. The person who is in receipt of the Key Information Document shall maintain utmost confidentiality regarding the contents of the Key Information Document and shall not reproduce or distribute in whole or in part or make any announcement in public or to a third party regarding the contents without the consent of the Issuer.

This Key Information Document has been prepared in conformity with the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, as amended up to date and other applicable Law and regulations. Therefore, as per the applicable provisions, a copy of this Key Information Document has not been filed or submitted to the SEBI for its review and/or approval. It is the responsibility of potential investors to also ensure that any sale by them of the NCDs/Debentures does not constitute an offer to the public within the meaning of the Companies Act.

Apart from the Key Information Document, no offer document or prospectus has been prepared in connection with this Issue and that no prospectus in relation to the Issuer or the NCDs relating to this Issue has been delivered for registration nor such a document is required to be registered under the applicable Law.

The Key Information Document issued by the Company and the views contained in disclosure do not necessarily reflect the views of its directors, employees, affiliates, subsidiaries, or representatives and should not be taken as such. The Key Information Document have been prepared to provide general information about the Issuer to potential Eligible Investors to whom it is addressed and who are willing and eligible to subscribe to the Debentures. The Key Information Document do not purport to contain all the information that any potential Eligible Investor may require. Where the Key Information Document summarize the provisions of any other document, that summary should not be relied upon and the relevant document should be referred to for the full effect of the provisions.

Neither the Key Information Document nor any other information supplied in connection with the Debentures is intended to provide the basis of any credit or other evaluation and any recipient of this Key Information Document should not consider such receipt a recommendation to purchase any Debentures. Each investor contemplating purchasing any Debentures should make its own independent investigation of the financial condition and affairs of the Issuer, and its own appraisal of the creditworthiness of the Issuer. Potential Investors should consult their own financial, legal, tax and other professional advisors as to the risks and investment considerations arising from an investment in the Debentures and should possess the appropriate resources to analyse such investment and the suitability of such investment to such investor's particular circumstances.

This Key Information Document and the contents hereof are intended only for recipients who have been addressed to directly and specifically through a communication by the Issuer and only such recipients are eligible to apply for the Debentures. All investors are required to comply with the relevant regulations/guidelines applicable to them for investing in this issue. The contents of this Key Information Document is intended to be used only by those investors

to whom it is distributed. It is not intended for distribution to any other person and should not be reproduced by the recipient.

DISCLAIMER TO THE ISSUER

The Issuer confirms that, as of the date hereof, this Key Information Document (including the documents incorporated by reference, if any) contains all information that is material in the context of the Issue, is accurate in all material respects and does not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements herein, in the light of the circumstances under which they are made, are not misleading. The sale or transfer of these Debentures outside India may require regulatory approvals in India, including without limitation, the approval of the RBI.

The Issuer confirms that all information considered adequate for and relevant to the Issue and the Issuer has been made available in this Key Information Document for the use and perusal of the potential investors and no selective or additional information would be made available to any section of investors in any manner whatsoever. The information relating to the Company contained in the Key Information Document is believed by the Company to be accurate in all respects as of the date hereof.

The Issuer does not undertake to update the Key Information Document to reflect subsequent events after the date of the Key Information Document and thus it should not be relied upon with respect to such subsequent events without first confirming its accuracy with the Issuer.

Neither the delivery of this Key Information Document nor any Issue of Debentures made hereunder shall, under any circumstances, constitute a representation or create any implication that there has been no change in the affairs of the Issuer since the date hereof.

The Issuer having made all reasonable enquiries, accepts responsibility for and confirms that the information contained in this Key Information Document is true and correct in all material aspects and is not misleading in any material respect, that the opinions and intentions expressed herein are honestly held and that there are no other facts, the omission of which make this document as a whole or any of such information or the expression of any such opinions or intentions misleading in any material respect. The Company or any of its directors, employees, advisors, affiliates, subsidiaries or representatives do not accept any responsibility and/ or liability for any loss or damage however arising and of whatever nature and extent in connection with the said information.

THE ISSUER ACCEPTS NO RESPONSIBILITY FOR STATEMENTS MADE OTHERWISE THAN IN THE DEBT DISCLOSURE DOCUMENT/ 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 SOURCEOF INFORMATION WOULD BE DOING SO AT THEIR OWN RISK.

DISCLAIMER TO THE STOCK EXCHANGE

As required, a copy of this Key Information Document has been submitted to the BSE for hosting the same on its website as per the applicable Law.

It is to be distinctly understood that filing of this Key Information Document with the BSE should not in any way be deemed or construed that the same has been cleared or approved by the BSE, nor does the BSE in any manner warrant, certify or endorse the correctness or completeness of any of the contents of this Key Information Document, nor does the BSE warrant that the Issuer's Debentures will be listed or will continue to be listed on the Stock Exchange; nor does the BSE take any responsibility for the soundness of the financial and other conditions of the Issuer, its promoters, its management or any scheme or project of the Issuer. Every person who desires to apply for or otherwise

acquire any Debentures of this Issuer may do so pursuant to independent inquiry, investigation and analysis and shall not have any claim against the Stock Exchange whatsoever by reason of any loss which may be suffered by such person consequent to or in connection with such subscription/acquisition whether by reason of anything stated or omitted to be stated herein or any other reason whatsoever.

DISCLAIMER CLAUSE OF SEBI

This Key Information Document has not been filed with the SEBI. The Debentures have not been recommended or approved by SEBI nor does SEBI guarantee the accuracy or adequacy this Key Information Document. It is to be distinctly understood that filing of the issue document to the Securities and Exchange Board of India (SEBI) should not in any way be deemed or construed to mean that the same has been cleared or approved by SEBI. SEBI does not take any responsibility either for the financial soundness of any scheme or the project for which the issue is proposed to be made or for the correctness of the statements made or opinions expressed in the issue document. The lead manager(s) (if any) has certified that the disclosures made in the issue 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.

DISCLAIMER TO THE DEBENTURE TRUSTEE

The Debenture Trustee or its agents or advisers associated with the Issue of the Debentures do not undertake to review the financial condition or affairs of the Issuer during the life of the arrangements contemplated by this Key Information Document and shall not have any responsibility to advise any investor or prospective Investor in the Debentures of any information available with or subsequently coming to the attention of the Debenture Trustee, its agents or advisors.

The Debenture Trustee and its agents or advisors associated with the issue of the /Debentures have not separately verified the information contained herein. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility is accepted by Debenture Trustee as to the accuracy or any other information provided by the Issuer. Accordingly, the Debenture Trustee shall have no liability in relation to the information contained in this Key Information Document or any other information provided by the Issuer in connection with the Issue. The Debenture Trustee is neither a principal debtor nor a guarantor of the /Debentures.

DISCLAIMER IN RESPECT OF CREDIT RATING AGENCY

The ratings of the Credit Rating Agency should not be treated as a recommendation to buy, sell or hold the Debentures. The Credit Rating Agency ratings are subject to a process of surveillance which may lead to a revision in ratings. Please visit the Credit Rating Agency's website www.crisil.com or contact the Credit Rating Agency's office for the latest information on the Credit Rating Agency's ratings. All information contained herein has been obtained by the Credit Rating Agency from sources believed by it to be accurate and reliable. Although reasonable care has been taken to ensure that the information herein is true, such information is provided 'as is' without any warranty of any kind, and the credit rating agency in particular, makes no representation or warranty, express or implied, as to the accuracy, timeliness or opinion and Credit Rating Agency shall not be liable for any losses incurred by users from any use of this publication and completeness of any such information. All information contained herein must be construed solely as statements or its contents.

DISCLAIMER OF ARRANGER

The Arranger is authorized to deliver copies of this Key Information Documents on behalf of the Issuer to Eligible Investors.

The Issuer has authorised Credavenue Securities Private Limited (the "**Arranger**") is authorized to deliver copies of this Key Information Documents on behalf of the Issuer to Eligible Investors and to distribute the General Information Document and the Key Information Document in connection with the Debentures proposed to be issued by the Issuer.

The Issuer has prepared the Key Information Document and the Issuer is solely responsible for its contents. The Issuer will comply with all laws, rules and regulations and has obtained all regulatory, governmental and corporate approvals for the issuance of the Debentures. All the information contained in the Key Information Document has been provided by the Issuer or is from publicly available information, and such information has not been independently verified by the Arranger. No representation or warranty, expressed or implied, is or will be made, and no responsibility or liability is or will be accepted, by the Arranger for the accuracy, completeness, reliability, correctness or fairness of this Key Information Document or any of the information or opinions contained therein, and the Arranger hereby expressly disclaim, to the fullest extent permitted by law, any responsibility for the contents of this Key Information Document and any liability, whether arising in tort or contract or otherwise, relating to or resulting from such documents or any information or errors contained therein or any omissions therefrom. By accepting this Key Information Document, the investor agrees that the Arranger will not have any such liability.

It is hereby declared that the Issuer has exercised due diligence to ensure complete compliance of prescribed disclosure norms in this Key Information Document. Each person receiving this Key Information Document acknowledges that such person has not relied on the Arranger, nor any person affiliated with the Arranger, in connection with its investigation of the accuracy of such information or its investment decision, and each such person must rely on its own examination of the Issuer and the merits and risks involved in investing in the Debentures. The Arranger: (a) has no obligations of any kind to any invited Investor under or in connection with any Transaction Documents; (b) is not acting as trustee or fiduciary for the investors or any other person; and (c) is under no obligation to conduct any "know your customer" or other procedures in relation to any person on behalf of any investor. Neither the Arranger or its respective officers, directors, employees are responsible for: (a) the adequacy, accuracy, completeness and/ or use of any information (whether oral or written) supplied by the Issuer or any other person in or in connection with any Transaction Document including this the Key Information Document; (b) the legality, validity, effectiveness, adequacy or enforceability of any Transaction Document or any other agreement, arrangement or document entered into, made or executed in anticipation of or in connection with any Transaction Document; or (c) any determination as to whether any information provided or to be provided to any finance party is non-public information the use of which may be regulated or prohibited by applicable Law or regulation relating to insider dealing or otherwise.

The role of the Arranger in the assignment is confined to marketing and placement of the Debentures on the basis of this Key Information Document as prepared by the Issuer. The Arranger has neither scrutinized nor vetted nor has it done any due-diligence for verification of the contents of this Key Information Document. The Arranger is authorized to deliver copies of this Key Information Document on behalf of the Issuer to Eligible Investors which are considering participation in the Issue and shall use the Key Information Document for the purpose of soliciting subscriptions from Eligible Investors in the Debentures to be issued by the Issuer on a private placement basis. It is to be distinctly understood that the use of this document by the Arranger should not in any way be deemed or construed to mean that the Key Information Document has been prepared, cleared, approved or vetted by the Arranger; nor does it in any manner warrant, certify or endorse the correctness or completeness of any of the contents of this Key Information Document; nor does it take responsibility for the financial or other soundness of this Issuer, its management or any scheme or project of the Issuer. The Arranger or any of their directors, employees, do not accept any responsibility

and/or liability for any expenses paid arising of whatever nature and extent in connection with the use of any of the information contained in this Key Information Document.

The investors should carefully read and retain this Key Information Document. However, the investors are not to construe the contents of hereof or thereof as investment, legal, accounting, regulatory or tax advice, and the investors should consult with their own advisors as to all legal, accounting, regulatory, tax, financial and related matters concerning an investment in the Debentures. This Key Information Document is not intended to be the basis of any credit analysis or other evaluation and should not be considered as a recommendation by the Arranger or any other person that any recipient participates in the Issue or advice of any sort. It is understood that each recipient of this Key Information Document will perform its own independent investigation and credit analysis of the proposed financing and the business, operations, financial condition, prospects, creditworthiness, status and affairs of the Issuer based on such information and independent investigation as it deems relevant or appropriate and without reliance on the Arranger or on the Key Information Document.

DISCLAIMER OF RESERVE BANK OF INDIA

The Debentures have not been recommended or approved by the RBI nor does RBI guarantee the accuracy or adequacy of this Key Information Document. It is to be distinctly understood that this Key Information Document should not, in any way, be deemed or construed that the Debentures have been recommended for investment by the RBI. RBI does not take any responsibility either for the financial soundness of the Issuer, or the Debentures being issued by the Issuer or for the correctness of the statements made or opinions expressed in this Key Information Document. The potential investors may make investment decision in respect of the Debentures offered in terms of this Key Information Document solely on the basis of their own analysis and RBI does not accept any responsibility about servicing/repayment of such investment.

DISCLAIMER IN RESPECT OF JURISDICTION

Issue shall be made to investors as specified in the clause titled "Eligible Investors" as stated in Key Information Document who have been/shall be specifically approached by the Company. The General Information Document/ Key Information Document is not to be construed or constituted as an offer to sell or an invitation to subscribe to Debentures offered hereby to any person to whom it is not specifically addressed. The Debentures are governed by and shall be construed in accordance with the existing Indian laws as applicable. Any dispute arising in respect thereof will be subject to the exclusive jurisdiction of the courts and tribunals as specifically set out in the Debenture Trust Deed and Key Information Document.

SECTION 2 DEFINITIONS AND ABBREVIATIONS

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

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.
Application Form	The form which shall be circulated to the prospective investors along with the Key Information Document for the purpose of applying for the debentures and marked as Section 7.
Allot/ Allotment/ Allotted	Unless the context otherwise requires or implies, the allotment of the Debentures pursuant to this Issue
Beneficial Owner(s)	means the holder(s) of the Debentures in dematerialized form whose name is recorded as such with the Depository.
Board/ Board of Director(s)	Board of Director(s) of the Issuer
BSE Limited/BSE	Stock Exchange / Designated Stock Exchange
Business Day	Business Day shall mean a day (other than a public holiday for the purpose of Section 25 of the Negotiable Instruments Act, 1881 (26 of 1881) or a Sunday) on which banks are normally open for business and the money market is functioning in Chennai.
CERSAI	means the Central Registry of Securitisation Asset Reconstruction and Security Interest of India.
CDSL	Central Depository Services (India) Limited
Company / Issuer	Krazybee Services Private Limited
Coupon	means the coupon payable on the Debentures on the Coupon Payment Date(s), at the Coupon Rate.
Coupon Payment Date	means the date(s) as specified in Section 8 (*Summary of Terms*) of this Key Information Document.
Debentures or NCDs	Up to 10,000 (Ten Thousand) Senior, Secured, Listed, Rated, Redeemable, Non-Convertible Debentures each having a face value of INR 1,00,000/- (Indian Rupees One Lakh Only) aggregating up to INR 100,00,00,000/- (Indian Rupees One Hundred Crores Only) ("**Debentures**") comprising of: a. Base issue of 5,000 (Five Thousand) Senior, Secured, Listed, Rated, Redeemable, Non-Convertible Debentures each having a face value of INR 1,00,000/- (Indian Rupees One Lakh Only) aggregating up to INR 50,00,00,000/- (Indian Rupees Fifty Crores Only); and b. Green Shoe Option of 5,000 (Five Thousand) Senior, Secured, Listed, Rated, Redeemable, Non-Convertible Debentures each having a face value of INR 1,00,000/- (Indian Rupees One Lakh Only) aggregating up to INR 50,00,00,000/- (Indian Rupees Fifty Crores Only) ("**Green Shoe Option**");
Debenture Holder(s)/Investors	means, in respect of any Debentures issued pursuant to this Key Information Document, 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.

Debenture Trust Deed / DTD	The Debenture trust deed entered / to be entered into between the Company and the Debenture Trustee.
Debenture Trustee	Trustee for the Debenture Holder(s), in this case being Vardhman Trusteeship Private Limited.
Debenture Trustee Agreement	means the agreement entered into by and between the Issuer and the Debenture Trustee for the purposes of appointment of the Trustee to act as trustee in connection with the issuance of the Debentures.
Deemed Date of Allotment	means June 19, 2024.
Depositary Participant / DP	A Depositary participant as defined under Depositories Act, 1996 as amended from time to time
Depository	A depository registered with SEBI under the SEBI (Depositories and Participants) Regulations, 1996 as amended from time to time.
Depositories Act	The Depositories Act, 1996, as amended from time to time.
DRR	Debenture Redemption Reserve
EBP Guidelines	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 may be restated, amended, modified or updated from time to time.
EBP Platform	has the meaning given to it under the EBP Guidelines.
EFT	Electronic Fund Transfer
Electronic Book Provider / EBP	has the meaning given to it under the EBP Guidelines.
Financial Year / FY	Financial year the of Company i.e. a period commencing from 1st April and ending on 31st March of the next calendar year
Financial Indebtedness	a. moneys borrowed; b. any amount raised by acceptance under any loan or credit facility; c. any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument; d. any amount payable for redemption of any redeemable preference share which: i. is redeemable at the option of the Company; or ii. according to the terms of its issue, is redeemable prior to the maturity of the Debentures; e. the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with Indian Accounting Standards, be treated as a finance or capital lease; f. receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis); g. any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing;

	h. the acquisition cost of any asset or service to the extent payable before or after its acquisition or possession by the party liable where the advance or deferred payment: i. is arranged primarily as a method of raising finance or of financing the acquisition of that asset or service or the construction of that asset or service; or ii. involves a period of more than six months before or after the date of acquisition or supply; and iii. 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); i. any counter-indemnity obligation in respect of a guarantee by the Company, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; j. any obligation under any call or put option arrangement in respect of any shares or any form of guarantee or indemnity in respect of any call or put option arrangement; and k. without double counting, the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (k) above.
General Information Document	The General Information Document dated September 28, 2023 bearing reference no. 1/2023-24 issued by the Issuer.
Hypothecation Agreement	means the hypothecation agreement executed and delivered by the Issuer in favour of the Debenture Trustee to evidence creation of first ranking exclusive charge by the Issuer in favour of the Debenture Trustee (for the benefit of the Debenture Holders) over the Hypothecated Assets (in a form acceptable to the Majority Debenture Holders).
Issue Opening Date	June 18, 2024
Issue Closing Date	June 18, 2024
Key Information Document	means this key information document dated June 18, 2024 and supplementing General Information Document Dated September 28, 2023 bearing reference no. 1/2023-24 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.
Listed NCDs Master Circular	means "*Master Circular for issue and listing of non-convertible securities, securitized debt instrument, security receipts, municipal debt securities and commercial paper*" issued vide circular no. SEBI/HO/DDHS/PoD1/P/CIR/2024/54 dated May 22, 2024 and as amended from time to time.

Master Circular for Debenture Trustee	means the SEBI circular bearing reference number SEBI/HO/DDHS-PoD3/P/CIR/2024/46 dated May 16, 2024 on "*Master Circular for Debenture Trustees*", as amended, modified, supplemented or restated from time to time.
NCS Listing Regulations/Debt Listing Regulations/	Securities And Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 as amended from time to time.
NEFT	National Electronic Fund Transfer
NSDL	National Securities Depository Limited
PAN	Permanent Account Number
POA	Power of Attorney
PPOA	Private Placement Offer Letter cum Application/ Offer Letter
Rating Agency/ Credit Rating Agency	shall mean CRISIL Ratings Limited registered with SEBI pursuant to SEBI (Credit Rating Agencies) Regulations 1999, as amended from time to time and having its office at CRISIL House. Central Avenue, Hiranandani Business Park, Powai, Mumbai 400 076, India.
Record Date	means, date occurring 15 (fifteen) calendar days prior to any Due Date.
REF / Recovery Expense Fund	means recovery expense fund created/to be created by the Issuer with the BSE.
R&T Agent	Registrar and Transfer Agent to the Issue, in this case being NSDL Database Management Limited.
RTGS	Real Time Gross Settlement.
SEBI	Securities and Exchange Board of India.
SEBI LODR Regulations/ LODR Regulations	means the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015.
SEBI Listed Debentures Circulars and Regulations	means, collectively, Master Circular for Debenture Trustee, the Listed NCDs Master Circular, NCS Listing Regulations and the LODR Regulations (to the extent applicable).
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 placement basis*) of the Listed NCDs Master Circular.
TDS	Tax Deduction at Source.
WDM	Wholesale Debt Market.

SECTION 3 UNDERTAKING OF THE ISSUER

Investors are advised to read the risk factors carefully before taking an investment decision in this issue. For taking an investment decision, investors must rely on their own examination of the issuer and the offer including the risks involved. The securities have not been recommended or approved by any regulatory authority in India, including the Securities and Exchange Board of India (SEBI) nor does SEBI guarantee the accuracy or adequacy of this document.

Specific attention of investors is invited to the statement of 'Risk factors' given under the section 'General Risks'. "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, that the information contained in the Key Information Document is true and correct in all material aspects and is not misleading in any material respect, that the opinions and intentions expressed herein are honestly held and that there are no other facts, the omission of which make this document as a whole or any of such information or the expression of any such opinions or intentions misleading in any material respect.

The Issuer has no side letter with any debt securities holder except the one(s) disclosed in the offer document/offer document. Any covenants later added shall be disclosed on the stock exchange website where the debt is listed."

The Company undertakes that the Key Information Document is in compliance with SEBI (Issue and Listing of Non-Convertible Securities) (Second Amendment) Regulations, 2023 amended on July 06, 2023.

The Issuer confirms that the Permanent Account Number, Aadhaar Number, Driving License Number, Bank Account Number(s) and Passport Number of the promoters of the Issuer and Permanent Account Number of the directors of the Issuer have been submitted to the stock exchange(s) on which the non-convertible securities are proposed to be listed, at the time of filing of the Key Information Document.

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, that the information contained in the Key Information Document is true and correct in all material aspects and is not misleading in any material respect, that the opinions and intentions expressed herein are honestly held and that there are no other facts, the omission of which make this Key Information Document as a whole or any of such information or the expression of any such opinions or intentions misleading in any material respect.

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

Issuer has amend and incorporated provisions in their Articles of Association, authorizing the Debenture Holders and the Debenture Trustee to appoint a nominee director on the board of directors of the Company as per Clause 15 (1)(e) of the Securities and Exchange Board of India (Debenture Trustee) Regulations, 1993 and Rule 18(3) (e) of Companies (Share Capital and Debentures) Rules, 2014 as specified in press release of SEBI Board Meeting (PR No. 37/2022) and SEBI circular issued from time to time.

SECTION 4 RISK FACTORS

Please refer to Section 4 (*Risk Factors*) of the General Information Document Dated September 28, 2023 bearing reference no. 1/2023-24 for the risk factors in respect of the issuance of Debentures.

SECTION 5 REGULATORY DISCLOSURES

This Key Information Document is prepared in accordance with the provisions of the NCS Listing Regulations and in this section, the Issuer has set out the details required as per Schedule I of the NCS Listing Regulations:

LIST OF DOCUMENTS TO BE FILED WITH THE STOCK EXCHANGE AND DEBENTURE TRUSTEE

List of disclosures to be filed along with the listing application to the Stock Exchange:

(I) Memorandum and articles of association of the Issuer and necessary resolution(s) for the allotment of the debt securities;

(II) Copy of last three years audited and adopted annual reports;

(III) Statement containing particulars of, dates of, and parties to all material contracts and agreements;

(IV) Copy of the Board Resolution dated March 26, 2024, Board Committee (Borrowings) Resolution dated May 15, 2024, authorizing the borrowing and list of authorized signatories.

(V) Copy of the resolution passed by the shareholders of the Company at the Extra Ordinary General Meeting held on March 26, 2024 authorizing the issue/offer of non-convertible debentures by the Company

(VI) An undertaking from the Issuer stating that the necessary documents for the creation of the charge, where applicable, including the Debenture Trust Deed would be executed within the time frame prescribed in the relevant regulations/ act/ rules etc. and the same would be uploaded on the website of the Stock exchange, where the debt securities have been listed, within five working days of execution of the same.

(VII) Any other particulars or documents that the BSE may call for as it deems fit.

(VIII) An undertaking that permission/ consent from the existing creditor for an exclusive/ first or *pari passu* charge being created, wherever applicable, in favour of the trustees to the proposed issue has been obtained.

(IX) Due diligence certificates from the Debenture Trustee as per the format specified in the SEBI Debenture Trustees Master Circular and Schedule IV of the SEBI Debt Listing Regulations.

SECTION 6 ISSUER INFORMATION

I. Promoters of the Company

Details of Promoters of the Issuer Company

A complete profile of all the promoter, including their name, date of birth, age, personal addresses, educational qualifications, experience in the business or employment, positions/posts held in the past, directorships held, other ventures of each promoter, special achievements, their business and financial activities, photograph, Permanent Accountant Number:

The details of the Promoter of the Issuer are set out below:

Particulars	Details
Insert Photograph/Logo	Finnov Private Limited
Name	Finnov Private Limited
Date of Birth/Date of Incorporation:	21/03/2016
Personal Address/ Registered Office:	30 Cecil Street #19-08 Prudential Tower Singapore (049712)
Educational Qualifications:	NA
Experience in the business or employment:	
Positions/posts held in the past:	Not Applicable
Directorships held:	Not Applicable
Other ventures of the promoter:	Not Applicable
Special achievements:	Not Applicable
Business and financial activities:	Not Applicable
Permanent Accountant Number:	AADCF8674P

II. Credit Rating of Debenture

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

CRISIL Ratings Limited has assigned “CRISIL A-/ Stable” rating to these Debentures by a letter dated May 31, 2024. Instruments with this rating are considered to have adequate degree of safety regarding timely servicing of financial obligations. Such instruments carry very low credit risk.

The rating letter as released by CRISIL Ratings Limited is enclosed as Annexure II.

III. Listing

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

The Debentures are proposed to be listed on the WDM segment of the BSE. The Issuer shall comply with the

requirements of the listing agreement for debt securities to the extent applicable to it on a continuous basis. The Issuer has obtained the in-principle approval for the listing of the Debentures on the WDM segment of the BSE as set out in Annexure VII.

The Debentures are not proposed to be listed on more than one stock exchange.

The Issuer has created the Recovery Expense Fund in accordance with the Master Circular for Debenture Trustees with the BSE. In this regard, please also refer to the section on "*Creation of recovery expense fund*" under Section 8 (*Summary of Terms*) below.

IV. Issue schedule

ISSUE SCHEDULE	
Issue Opening Date	June 18, 2024
Issue Closing Date	June 18, 2024
Pay in Date	June 19, 2024
Deemed Date of Allotment	June 19, 2024
Date of earliest closing of the issue, if any	NA

V. Name, logo, addresses, website URL, email address, telephone number and contact person of the following:

Name:	**Details**
Arrangers, if any	Not Applicable
Debenture Trustee:	Debenture Trustee Vardhman Trusteeship Private Limited Unit No 15, Turner Morrison, 6 Lyons Range, Kolkata, West Bengal - 700001 and branch office at The Capital, A Wing, 412A, Bandra Kurla Complex, Bandra (East), Mumbai, Maharashtra-400051Tel.: +91(22) 42648335 Email: corporate@vardhmantrustee.com Contact person: Mr. Rushabh Desai Website: https://vardhmantrustee.com/
Register and Transfer Agent	Register & Transfer Agent NSDL Database Management Limited 4th Floor, Trade World A Wing, Kamala Mills Compound, Senapati Bapat Marg, Lower Parel, Mumbai – 400 013 Tel.: 022 -24994200 Email: sachin.shinde@nsdl.co.in

	Contact person: Sachin V Shinde Website: www.ndml-nsdl.co.in
Credit Rating Agency	CRISIL Ratings Limited CRISIL An S&P Global Company CRISIL RATINGS LIMITED CRISIL House. Central Avenue, Hiranandani Business Park, Powai, Mumbai 400 076, India Tel.: +91 22 3342 3000 Email: rikin.shah@crisil.com Contact person: Rikin Shah Website: https://www.crisil.com
Auditors:	Statutory Auditor ASC & ASSOCIATES https://www.ascgroup.in/ F-7, Lajpat Nagar-III, New Delhi-110024 Email Id: ascassociates92@gmail.com Telephone No: 011-29835500 Contact Person: Denesh Singh Peer Review No: 014120
Valuation Agency	*Not applicable*
Guarantor	*Not applicable*
Legal Counsel	VERIST LAW Verist Law The Empire Business Centre, 414 Senapati Bapat Marg, Lower Parel, Mumbai 400013 Website: www.veristlaw.com Telephone: +91 2266 907 368 Email: srishti.ojha@veristlaw.com

VI. About the Issuer

a. Overview and a brief summary of the business activities of the issuer:

Please refer to Section 6 (*Issuer Information*) of the General Information Document dated September 28, 2023 bearing reference no. 1/2023-24.

b. Structure of the group

Please refer to Section 6 (*Issuer Information*) of the General Information Document dated September 28, 2023 bearing reference no. 1/2023-24.

c. A brief summary of the business activities of the subsidiaries of the issuer:

Please refer to Section 6 (*Issuer Information*) of the General Information Document dated September 28, 2023 bearing reference no. 1/2023-24.

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

Please refer to Section 6 (*Issuer Information*) of the General Information Document dated September 28, 2023 bearing reference no. 1/2023-24.

e. Subsidiary details:

Please refer to Section 6 (*Issuer Information*) of the General Information Document dated September 28, 2023 bearing reference no. 1/2023-24.

f. Project cost and means of financing, in case of funding of new projects:

Not Applicable

VII. 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:

Particulars	Amount	As a percentage of the Issue proceeds (in %)	As a percentage of the total expenses of the Issue (in %)
Lead manager(s) fees,	N.A.	N.A.	N.A.
Underwriting commission	N.A.	N.A.	N.A.
Brokerage, selling commission and upload fees	N.A.	N.A.	N.A.
Fees payable to the registrars to the issue	6000	0.0006%	0.07%
Fees payable to the legal Advisors	85,000	0.0085%	1.05%
Advertising and marketing expenses*	N.A.	N.A.	N.A.
Fees payable to the regulators including stock exchanges	34,500	0.0035%	0.42%

Expenses incurred on printing and distribution of issue stationary**	N.A.	N.A.	N.A.
Any other fees, commission or payments under whatever nomenclature***	80,00,000	0.8000%	98.46%
Fees payable to the Arranger	N.A.	N.A.	N.A.
Grand Total	**81,25,500.00**	**0.8126%**	**100.000%**

* 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.
*** This includes fees payable to Debenture Trustee and further, the Issuer is under discussions with certain entities to pay processing fee in respect of the Debentures. These amounts have not been finalized as on date of this Key Information Document. Other than the above, as the Debentures will be issued by way of private placement to identified investors in accordance with the process prescribed by SEBI, no specific fees, commission and payments under whatever nomenclature are envisaged to be incurred in respect of such issue of Debentures.

VIII. Financial Information

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

Please refer to ANNEXURE I (*Last Audited Financial Statements*) for the audited financial statements of the Issuer for a period of March 31, 2024

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

Not applicable

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

Not applicable

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

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

Not applicable

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

e. Key Operational and Financial Parameters on a consolidated basis and standalone basis

Standalone Basis *(in Lakhs)*

Particulars	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
	(Audited)	(Audited)	(Audited)	(Audited)
BALANCE SHEET				
Assets				
Property, Plant and Equipment	114	60	74	318
Financial Assets	1,01,205	1,40,817	2,86,347	4,91,275
Non-financial Assets excluding Property, Plant and Equipment	2,278	3,230	6,297	12,500
Total assets	**1,03,597**	**1,44,107**	**2,92,718**	**5,04,093**
Liabilities				
Financial Liabilities				
-Derivative financial instruments				
-Trade Payables	1,281	721	2,080	12,848
-Other Payables				
-Debt Securities	11,718	26,113	66,115	1,20,184
-Borrowings (other than Debt Securities)	35,117	53,335	63,244	1,53,787
-Deposits	-	-	-	-
-Subordinated liabilities	-	-	-	-
-Lease liabilities	93	192	339	590
-Other financial liabilities	467	971	324	7,720
Non-Financial Liabilities				
-Current tax liabilities (net)	713	801	-	-
-Provisions	78	113	237	776
-Deferred tax liabilities (net)	-	-	-	-
-Other non-financial liabilities	382	1,210	1,325	3,743
Equity (Equity Share Capital and Other Equity)	53,750	60,651	1,59,054	2,05,034
Non-controlling interest	-	-	-	-

Total Liabilities and Equity	**1,03,599**	**1,44,107**	**2,92,718**	**5,04,093**
PROFIT AND LOSS				
Revenue from operations	22,339	33,659	71,701	1,39,926
Other income	38	28	207	107
Total Income	**22,377**	**33,687**	**71,908**	**1,40,033**
Total Expenses	18,748	29,549	63,158	119997
Profit after tax for the year	**2,802**	**2,879**	**6,509**	**20,036**
Other comprehensive income	-10	17	-14	-1.47
Earnings per equity share (Basic)	368	261	579	1787
Earnings per equity share (Diluted)	368	261	533	1325
Cash flow				
Net cash from / used in (-) operating activities	26,453	-49,844	-1,09,212	-1,81,696
Net cash from / used in (-) investing activities	-40	-2,975	-9,761	11,263
Net cash from / used in (-) financing activities	-10,779	35,712	1,39,537	1,63,749
Net increase/decrease (-) in cash and cash equivalents	**15,634**	**-17,107**	**20,564**	**-6,684**
Cash and cash equivalents as per Cash Flow Statement as at end of Year	24,723	7,616	28,180	21,510
Additional Information				
Net worth	53,750	60,651	1,59,054	2,05,034
Cash and Cash Equivalents	24,723	7,616	28,180	21,510
Loans	64,114	1,11,497	2,31,832	4,56,693
Total Debts to Total Assets	0.45	0.55	0.44	0.54
Interest Income	14,374	17,500	47,775	1,22,583
Interest Expense	6,104	7,533	16,425	23,510
Impairment on Financial Instruments	9,667	16,184	24,853	43,188
Bad Debts to Loans				
% Stage 3 Loans on Loans (Principal Amount)	7.22%	2.86%	2.24%	2.24%
% Net Stage 3 Loans on Loans (Principal Amount)	2.01%	0.75%	0.78%	0.58%
Tier I Capital Adequacy Ratio (%)	63.48%	39.36%	58.91%	32.5%
Tier II Capital Adequacy Ratio (%)	1.17%	1.20%	1.25%	1.25%

*As per RBI Circular dated November 16, 2023 bearing reference no. RBI/2023-24/ 85 DOR.STR.REC.57/ 21.06.001/2023-24

f. Details of any other contingent liabilities of the issuer based on the last audited financial statements including amount and nature of liability. As Given Below.

Please refer to Annexure I for the financial statements for the financial years ending March 31, 2023, March 31, 2022 and March 31, 2021.

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

Not applicable

IX. BRIEF HISTORY OF THE ISSUER

i. Share Capital

Details of Share Capital as at last quarter ended on March 31, 2024 is given below:

Share Capital	Amount (INR) (Lakhs)
Authorised	
Equity Share Capital	300
Preference	1,00,800
TOTAL	1,01,100
Issued, Subscribed and Paid-up Share Capital	
Equity Shares	112.73
Preference Shares	86,015.88
TOTAL	86,128.61

ii. Change in Capital Structure

Change in the capital structure as on last quarter ended on March 31, 2024, for the preceding three financial years and current financial year

Please refer to Section 6 (Issuer Information) of the General Information Document dated September 28, 2023 bearing reference no. 1/2023-24.

iii. History of Equity Share Capital

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

Date of Allotment	No of Equity Shares	Face Value (Rs.)	Issue Price (Rs.)	Consideration (cash, other than cash)	Nature of Allotme-nt	Cumulative			Remarks
						No of Equity Shares	Equity Shares Capital (Rs)	Equity Share Premium (Rs)	
March 16, 2016	10	10	10	100	Subscription to Memorandum of Association	10	100	-	
March 16, 2016	9,990	10	10	99,900	Subscription to Memora	10,000	1,00,000	-	

					ndum of Association				
August 16, 2016	10,408	10	3,162	3,29,10,096	Private Placement	20,408	2,04,080	3,28,06,016	
July 28, 2017	18,822	10	3,162	5,95,15,164	Rights Issue	39,230	3,92,300	9,21,32,960	
November 17, 2017	88,312	10	3,162	27,92,42,544	Rights Issue	1,27,542	12,75,420	37,04,92,384	
September 12, 2019	41,468	10	3,500	14,51,38,000	Rights Issue	1,69,010	16,90,100	51,52,15,704	
November 15, 2018	1,44,440	10	3,500	50,55,40,000	Rights Issue	1,69,010	16,90,100	1,01,93,11,304	
January 11, 2019	1,00,665	10	3,500	35,23,27,500	Rights Issue	4,14,115	41,41,150	1,37,06,32,154	
March 0, 2019	2,03,171	10	3, /500	71,10,98,500	Rights Issue	6,17,286	61,72,860	2,07,96,98,944	
March 28, 2019	39,240	10	3,500	13,73,40,000	Rights Issue	6,56,526	65,65,260	2,21,66,46,544	
June 12, 2019	99,807	10	3,500	34,93,24,500	Rights Issue	7,56,333	75,63,330	2,56,49,72,974	
March 26, 2021	3,13,900	10	6,710	2,10,62,69,000	Rights Issue	10,70,233	1,07,02,330	4,66,81,02,974	
September 02, 2021	53,619	10	6,880	36,88,98,720	Preferential issue via Private Placement	11,23,852	1,12,38,520	5,03,64,65,504	
November 29, 2023	9,361	10	24,175.13	22,63,03,391.93	Preferential issue via Private Placement	11,33,213	1,13,32,130	22,62,09,781.93	

iv. History of Preference Share Capital

Preference Share Capital History of the Company as on last quarter ended on March 31, 2024, for the preceding three financial years and current financial year:-

Date of Allotment	No of Preference Shares	Face Value (Rs.)	Issue Price (Rs.)	Consid-eration (cash, other than cash)	Nature of Allotment	Cumulative			Remarks
						No of Preference Shares	Preference Shares Capital (Rs. In Lakhs)	Preference Share Premium (Rs In Lakhs)	
02/12/2022	66,350	18,000	24,175.13	Cash	Preferential issue via private placement	66,350	11,943	4,097.20	

02/12/2022	53,418	18,000	24,175.13	Cash	Preferential issue via private placement	1,19,768	21,558.24	7,395.83	
02/12/2022	22,492	18,000	24,175.13	Cash	Preferential issue via private placement	1,42,260	25,606.80	8,784.74	
08/12/2022	24,202	18,000	24,175.13	Cash	Preferential issue via private placement	1,66,462	29,963.16	10,279.24	
18/01/2023	2,03,507	18,000	24,175.13	Cash	Preferential issue via private placement	3,69,969	66,594.42	22,846.07	
27/01/2023	19,680	18,000	24,175.13	Cash	Preferential issue via private placement	3,89,649	70,136.82	24,061.33	
27/03/2024	58,105	18,000	24,175.13	Cash	Preferential issue via private placement	4,47,754	80,595.72	27,649.39	
28/03/2024	30,112	18,000	24,175.13	Cash	Preferential issue via private placement	4,77,866	86,015.88	29,508.85	

v. Amalgamation/ Acquisition

Details of any Acquisition or Amalgamation in the preceding one year:

Please refer to Section 6 (*Issuer Information*) of the General Information Document dated September 28, 2023 bearing reference no. 1/2023-24.

vi. Reorganization or Reconstruction

Details of any Reorganization or Reconstruction in the preceding one year:

Please refer to Section 6 (*Issuer Information*) of the General Information Document dated September 28, 2023 bearing reference no. 1/2023-24.

vii. Details of The Shareholding of The Company As On The Latest Quarter End

Details of the shareholding of the Company as at the latest quarter end, i.e., March 31, 2024 as per the format specified under the listing regulations:-

Particular	No. of Shares	Value in Rs.
Authorized share capital	30,00,000 Equity Shares of Rs.10/ – 5,60,000 Compulsorily Convertible Preference Shares of Rs. 18000/-	Equity shares – 3,00,00,000 Compulsorily Convertible Preference Shares – 10,08,00,00,000
Paid up share Capital	11,27,314 Equity shares of Rs.10/- 4,77,866 Compulsorily Convertible Preference Shares of Rs. 18,000/-	Equity Shares – 1,12,73,140 Compulsorily Convertible Preference Shares – 860,15,88,000

viii. Top 10 shareholders of the Company

The list of top 10 holders of equity shares of the Company as on the latest quarter ended March 31, 2024;

Sr. No	Name of the Shareholders	Total No. of Equity Shares	No. of shares in demat form	Total Shareholding as % of total number of equity shares.
1	Finnov Private Limited	11,27,313	11,27,313	99.9999%
2	Madhusudan Ekambaram	1	Nil	0.0001%

X. DIRECTORS OF THE COMPANY

(I) **The details of the current directors of the Company is given below:**

Sl No.	Name of the Director, Designation & DIN	Age	Address	Date of Appointment	Details of other directorship	Whether wilful defaulter (Yes/ No)
1	Madhusudan Ekambaram Director DIN: 07442577	41	No. 296, Behind Jublee College Jinkethimmana Halli, Ramamurthy Nagar, Bengaluru, Karnataka - 560036	16/03/2016	1. Finnovation Tech Solutions Private Limited	No
2	Karthikeyan Krishnaswamy Director DIN: 07449376	42	K-701, SNN Raj Lake View Apts, 29th Main Road, NS Palya Main Road, BTM Layout Bengaluru Karnataka - 560076	16/03/2016	1. Finnovation Tech Solutions Private Limited	No
3	Vivek Veda Director DIN: 07560229	40	Flat No. 1073, Shoba Daisy Apartment, Bellandur, Green Glen Layout, Bangalore, Karnataka - 560103	26/07/2016	NA	No

4	Abhishek Singhvi Independent Director DIN: 07972535	47	B-803, Joy Valencia, Jogeshwari Vikhroli Link Road, Behind Majas Bus Depot, Jogeshwari East Mumbai, Maharashtra 400060	28/05/2019	1. Trufid Services Private Limited 2. Trufid Advisors Private Limited	No
5	Adesh Kumar Gupta Independent Director DIN: 00020403	65	701, Tagore Avenue, Tagore Road, Santacruz West Mumbai, Maharashtra - 400054	28/05/2019	1. Grasim industries ltd 2. India pesticides limited. 3. Care ratings limited 4. Krsnaa diagnostics limited 5. Care analytics and advisory private limited 6. Anand Rathi financial services limited 7. AB General Electoral Trust	No
6	Gopalakrishna Gurrappa Independent Director DIN: 06407040	66	B 301-302, Lady Ratan Tower, Dainik Shivner Marg, Gandhi Nagar Behind Four Seasons Hotel Upper Worli Lower Mumbai, Maharashtra 400018	28/12/2020	1. ICICI Home Finance Company Limited 2. ICICI Prudential Pension Funds Management Company Limited 3. Axis Mutual Fund Trustee Limited 4. Risk and Compliance Professional Association 5. Small Industries Development Bank of India.	No

(II) **Change in directors**

The details of change in directors in the preceding three financial years and current financial year:-

Please refer to Section 6 (*Issuer Information*) of the General Information Document dated September 28, 2023 bearing reference no. 1/2023-24.

(III) **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)**

a. 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 to Section 6 (Issuer Information) of the General Information Document dated September 28, 2023 bearing reference no. 1/2023-24.

b. Appointment of any relatives to an office or place of profit of the issuer, its subsidiary or associate company;

Please refer to Section 6 (*Issuer Information*) of the General Information Document dated September 28, 2023 bearing reference no. 1/2023-24.

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

Please refer to Section 6 (*Issuer Information*) of the General Information Document dated September 28, 2023 bearing reference no. 1/2023-24.

i. in the promotion of the issuer company; or

ii. 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

iii. 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

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

Please refer to Section 6 (*Issuer Information*) of the General Information Document dated September 28, 2023 bearing reference no. 1/2023-24.

(V) **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 to Section 6 (*Issuer Information*) of the General Information Document dated September 28, 2023 bearing reference no. 1/2023-24.

XI. AUDITORS OF THE COMPANY

i. Current auditor

The details of the auditors of the Company:

Please refer to Section 6 (*Issuer Information*) of the General Information Document Dated September 28, 2023 bearing reference no. 1/2023-24.

ii. Details of change in auditors:

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

Please refer to Section 6 (*Issuer Information*) of the General Information Document Dated September 28, 2023 bearing reference no. 1/2023-24.

XII. DETAILS OF THE BORROWING OF THE COMPANY AS ON THE LATEST QUARTER END

Details of the following liabilities of the issuer, as at the end of the last quarter, i.e March 31, 2024, or if available, a later date:

i. Secured Loan Facilities

Name of lender	Type of Facility	Amount Sanctioned	Principal Amount outstanding	Repayment date / Schedule	Security	Credit Rating, if applicable	Asset Classification
Vivriti Capital Private Limited	Term Loan	20,00,00,000	1,11,11,113	15-Apr-24	Book Debts	NA	NA
Indian Overseas Bank	Term Loan	20,00,00,000	5,00,00,000	30-Sep-24	Book Debts	NA	NA
Incred Financial Services Limited	Term Loan	7,50,00,000	2,81,25,000	10-Oct-24	Book Debts	NA	NA
MLD(Series 1)	MLD	39,00,00,000	39,00,00,000	28-Apr-24	Book Debts	CRISIL BBB+	NA
Vivriti Capital Private Limited	Term Loan	10,00,00,000	4,44,44,440	15-Nov-24	Book Debts	NA	NA
Vivriti Capital Private Limited	Term Loan	5,00,00,000	2,22,22,220	23-Nov-24	Book Debts	NA	NA
Manappuram Finance Limited	Term Loan	25,00,00,000	5,30,81,261	30-Jun-24	Book Debts	NA	NA
Aditya Birla Finance Ltd	Term Loan	25,00,00,000	2,19,66,133	5-Apr-24	Book Debts	NA	NA
Suryoday Small Finance Bank	Term Loan	15,00,00,000	3,92,79,673	16-May-24	Book Debts	NA	NA
Vivriti Capital Private Limited	Term Loan	14,00,00,000	6,99,99,998	13-Dec-24	Book Debts	NA	NA
Kisetsu Saison Finance Pvt Ltd	Term Loan	35,00,00,000	17,50,00,000	15-Jun-24	Book Debts	NA	NA
MAS Financial Services Ltd	Term Loan	50,00,00,000	12,49,99,970	2-Jun-24	Book Debts	NA	NA
Piramal Capital and Housing Finance Limited	Term Loan	50,00,00,000	16,66,66,667	29-Jun-24	Book Debts	NA	NA

JM Financial Product Limited	Term Loan	1,00,00,00,000	34,79,69,118	29-Jun-24	Book Debts	NA	NA
Tata Capital Financial Services Limited	Term Loan	20,00,00,000	6,66,66,400	10-Jul-24	Book Debts	NA	NA
Cholamandalam Investment and Finance Company Limited	Term Loan	12,99,17,099	7,52,99,257	1-Jan-25	Book Debts	NA	NA
Federal Bank	Term Loan	25,00,00,000	10,41,66,667	31-Aug-24	Book Debts	NA	NA
Kisetsu Saison Finance Pvt Ltd	Term Loan	95,00,00,000	47,50,00,000	15-Aug-24	Book Debts	NA	NA
IDFC First Bank Ltd	Term Loan	75,00,00,000	53,12,50,000	24-Aug-25	Book Debts	NA	NA
Protium Finance Ltd	Term Loan	15,00,00,000	7,73,12,338	25-Aug-24	Book Debts	NA	NA
Northern Arc Capital Limited	Term Loan	50,00,00,000	25,00,00,000	05-Sep-24	Book Debts	NA	NA
HSBC	Term Loan	50,00,00,000	29,16,66,667	14-Oct-24	Book Debts	NA	NA
Kisetsu Saison Finance Pvt Ltd	Term Loan	15,00,00,000	7,50,00,000	15-Sep-24	Book Debts	NA	NA
MAS Financial Services Ltd. (53 to 54)	Term Loan	25,00,00,000	14,58,33,333	5-Oct-24	Book Debts	NA	NA
Hinduja Leyland Finance Limited	Term Loan	25,00,00,000	12,88,43,931	28-Sep-24	Book Debts	NA	NA
Poonawalla Fincorp Limited	Term Loan	50,00,00,000	29,76,99,926	05-Oct-24	Book Debts	NA	NA
Northern Arc Capital Limited	Term Loan	50,00,00,000	29,95,88,675	07-Oct-24	Book Debts	NA	NA
IndusInd Bank	Working Capital Loan	30,00,00,000	30,00,00,000	30-Sep-24	Book Debts	NA	NA
MAS Financial Services Ltd. (55 to 56)	Term Loan	25,00,00,000	18,75,00,004	20-Dec-24	Book Debts	NA	NA
AU Small Finance Bank	Term Loan	60,00,00,000	40,00,00,000	18-Nov-24	Book Debts	NA	NA
Oxyzo Financial Services Private Limited	Term Loan	40,00,00,000	29,33,33,333	5-Feb-25	Book Debts	NA	NA
Utkarsh Small Finance Bank	Term Loan	30,00,00,000	17,50,00,000	25-Oct-24	Book Debts	NA	NA
Axis Bank Ltd	Term Loan	25,00,00,000	20,83,33,334	7-May-25	Book Debts	NA	NA
Hero Fincorp	Term Loan	25,00,00,000	19,01,84,315	3-Dec-24	Book Debts	NA	NA

Yes Bank Ltd	Working Capital Loan	50,00,00,000	50,00,00,000	1-Jun-24	Book Debts	NA	NA
Vivriti Capital Private Limited	Term Loan	27,00,00,000	27,00,00,000	5-Dec-25	Book Debts	NA	NA
Suryoday Small Finance Bank	Term Loan	22,00,00,000	18,51,24,109	5-Jan-25	Book Debts	NA	NA
Northern Arc Capital Limited	Term Loan	50,00,00,000	42,18,01,705	6-Jan-25	Book Debts	NA	NA
Federal Bank Ltd	Term Loan	30,00,00,000	22,50,00,000	29-Dec-24	Book Debts	NA	NA
JM Financial Product Limited	Term Loan	1,00,00,00,000	84,22,24,235	29-Dec-24	Book Debts	NA	NA
Avendus Finance Private Limited	Term Loan	25,00,00,000	25,00,00,000	8-Apr-24	Book Debts	NA	NA
Oxyzo Financial Services Private Limited	Term Loan	12,00,00,000	11,20,00,000	25-May-25	Book Debts	NA	NA
RBL Bank	Working Capital Loan	25,00,00,000	25,00,00,000	30-Apr-24	Book Debts	NA	NA
Manappuram Finance Limited	Term Loan	30,00,00,000	26,24,19,857	30-Apr-24	Book Debts	NA	NA
Cholamandalam Investment and Finance Company Limited	Term Loan	11,07,25,607	11,07,25,607	5-Mar-25	Book Debts	NA	NA
Tata Capital Limited	Term Loan	16,66,66,924	16,66,66,924	10-Mar-25	Book Debts	NA	NA
MAS Financial Services Ltd. (57 to 58)	Term Loan	20,00,00,000	20,00,00,000	5-Mar-25	Book Debts	NA	NA
Kotak Mahindra Bank	Working Capital Loan	50,00,00,000	50,00,00,000	4-Jun-24	Book Debts	NA	NA
Kisetsu Saison Finance Pvt Ltd	Term Loan	70,00,00,000	70,00,00,000	15-Mar-25	Book Debts	NA	NA
Kisetsu Saison Finance Pvt Ltd	Term Loan	7,50,00,000	7,50,00,000	15-Mar-25	Book Debts	NA	NA
AU Small Finance Bank	Term Loan	30,00,00,000	30,00,00,000	18-Apr-25	Book Debts	NA	NA
Hinduja Leyland Finance Limited	Term Loan	32,00,00,000	32,00,00,000	28-Mar-25	Book Debts	NA	NA
Bank of Maharashtra	Term Loan	25,00,00,000	25,00,00,000	1-Jul-25	Book Debts	NA	NA
Federal Bank Ltd	Working Capital Loan	30,00,00,000	30,00,00,000	29-Apr-24	Book Debts	NA	NA
Federal Bank Ltd	Overdraft Facility	20,00,00,000	19,99,98,338	1-Dec-24	Fixed deposit	NA	NA

Yes Bank Ltd-2173	Overdraft Facility	1,99,75,00,000	85,00,00,000	1-Jun-24	Fixed deposit	NA	NA
ICICI Bank-1816	Overdraft Facility	38,00,00,000	38,00,00,000	23-Sep-24	Fixed deposit	NA	NA
ICICI Bank-2464	Overdraft Facility	20,77,39,747	20,77,00,000	7-Apr-24	Fixed deposit	NA	NA

ii. Details of Unsecured Loan

The Company has availed unsecured loan as on the latest quarter end on March 31, 2024:

Name of lender	Type of facility	Amount Sanctioned (in Rs. Lakhs)	Principal Amount outstanding (in Rs. Lakhs)	Repayment date or Schedule	Credit Rating, if applicable
Not applicable					

iii. Non-Convertible Debentures

The details of outstanding non-convertible securities in the following format as on the latest quarter end on March 31, 2024:

Series of NCS	ISIN	Tenor Months)	Coupon	Amount	Date of Allotment	Redemp-tion Date	Credit Rating	Secured / Unsecured	Security
Class E18	INE07HK07312	24	12.30 %	50,00,00,000	13-May-22	9-May-24	Acuite BBB+	Secured	1.15
Class E18	INE07HK07312	24	12.30 %	98,50,00,000	27-May-22	9-May-24	Acuite BBB+	Secured	1.15
Class E24	INE07HK07361	24	12.40 %	21,00,00,000	23-Sep-22	23-Sep-24	Acuite BBB+	Secured	1.10
Class E28	INE07HK07395	18	11.75 %	25,00,00,000	31-Oct-22	30-Apr-24	CRISIL BBB+	Secured	1.10
Class E29	INE07HK07429	18	12.50 %	17,50,00,000	28-Nov-22	28-05-2024	CRISIL BBB+	Secured	1.15
Class E30 (Series 1)	INE07HK07437	18	12.35 %	28,00,00,000	15-Mar-23	14-Sep-24	Unrated	Secured	1.10
Class E30 (Series 2)	INE07HK07445	18	11.50 %	35,00,00,000	29-Mar-23	28-Sep-24	Unrated	Secured	1.10

Class E32	INE07HK07452	12	11.75 %	29,00,00,000	28-Apr-23	1-May-24	Unrated	Secured	1.10
Class E35	Physical Issuance	13	12.50 %	31,00,00,000	19-May-23	19-Jun-24	Unrated	Secured	1.00
10.58% Krazybee 2024	INE07HK07460	373 Days	10.58 %	35,00,00,000	19-May-23	26-May-24	CRISIL BBB+	Secured	1.10
Class E33	INE07HK07478	24	11.20 %	24,50,00,000	23-May-23	23-May-25	Unrated	Secured	1.10
Class E36	Physical Issuance	13	11.50 %	7,70,00,000	31-May-23	30-Jun-24	Unrated	Secured	1.00
10.25% Krazybee Services Private Limited 2024	INE07HK07486	18	10.25 %	49,00,00,000	06-Jun-23	6-Dec-24	CRISIL BBB+/ Stable	Secured	1.10
10.48% Krazybee 2024	INE07HK07502	12	10.48 %	30,00,00,000	23-Jun-23	24-Jun-24	CRISIL BBB+/ Stable	Secured	1.10
Class E34	INE07HK07494	24	10.70 %	10,00,00,000	13-Jun-23	10-Jun-25	Unrated	Secured	1.10
10.58% Krazybee Services Private Limted 2024	INE07HK07510	12	10.58 %	20,00,00,000	03-Jul-23	5-Jul-24	Acuite BBB+	Secured	1.10
Class E38 (1st tranche)	INE07HK07528	15	11.90 %	20,00,00,000	14-Jul-23	14-Oct-24	Unrated	Secured	1.10
Class E41	-	13	12.50 %	19,40,00,000	21-Jul-23	21-Aug-24	Unrated	Secured	1.00
Class E42	INE07HK07536	12	10.48 %	50,00,00,000	31-Jul-23	1-Aug-24	Unrated	Secured	1.10
Class E38 (2nd tranche)	INE07HK07544	15	11.90 %	10,00,00,000	04-Aug-23	4-Nov-24	Unrated	Secured	1.10
Class E39	INE07HK07551	18	11.39 %	15,00,00,000	08-Aug-23	8-Feb-25	Unrated	Secured	1.10

Class E40	INE07HK07569	24	11.39 %	15,00,00,000	09-Aug-23	9-Aug-25	Unrated	Secured	1.10
Class E37	INE07HK07577	24	11.39 %	20,00,00,000	29-Aug-23	28-Aug-25	Unrated	Secured	1.10
Class E43	INE07HK07585	12	11.17 %	30,00,00,000	21-Sep-23	22-Sep-24	Unrated	Secured	1.10
9.80%Krazybee Services Private Limited 2024	INE07HK07619	12	9.80%	25,00,00,000	20-Oct-23	21-Oct-24	CRISIL A-/ Stable	Secured	1.10
9.84%Krazybee Services Private Limited 2025	INE07HK07627	15	9.84%	25,00,00,000	20-Oct-23	20-Jan-25	CRISIL A-/ Stable	Secured	1.10
10.19% (Ten Decimal One Nine per cent) Krazybee Services Private Limited November 2024	INE07HK07635	386 Days	10.19 %	42,00,00,000	31-Oct-23	20-Nov-24	CRISIL A-/ Stable	Secured	1.10
10.60%Krazybee Services Private Limited 2024	INE07HK07593	370 Days	10.60 %	75,00,00,000	03-Oct-23	7-Oct-24	CRISIL A-/ Stable	Secured	1.10
10.50%Krazybee Services Private Limited 2024	INE07HK07601	370 Days	10.50 %	25,00,00,000	03-Oct-23	7-Oct-24	CRISIL A-/ Stable	Secured	1.10
Class E44	INE07HK07650	625 Days	10.96 %	54,60,00,000	24-Nov-23	9-Aug-25	CRISIL A-/ Stable	Secured	1.10
11.80% (Eleven Decimal	INE07HK07643	18	11.80 %	40,00,00,000	30-Nov-23	30-May-25	CRISIL A-/ Stable	Secured	1.10

Eight Zero per cent) Krazybee Services Private Limited 2025									
Class E45	INE07HK07668	16	11.10 %	65,00,00,000	21-Dec-23	20-Apr-25	Unrated	Secured	1.10
Class E46	INE07HK07684	456 Days	11.00 %	10,00,00,000	27-Dec-23	27-Mar-25	Unrated	Secured	1.20
9.84 (Nine Decimal Eight Four per cent) Krazybee Services Private Limited 2024	INE07HK07627	374 Days	9.84%	1,15,00,00,000	12-Jan-24	20-Jan-25	CRISIL A-/ Stable	Secured	1.10
9.85 (Nine Decimal Eight Five per cent) Krazybee Services Private Limited 2025	INE07HK07692	15	9.85%	1,00,00,00,000	16-Feb-24	16-May-25	CRISIL A-	Secured	1.10
10.15 (Ten Decimal One Five per cent) Krazybee Services Private Limited 2025	INE07HK07676	15	10.15 %	40,00,00,000	23-Feb-24	23-May-25	CRISIL A-	Secured	1.10
12% (Tweleve per cent) Krazybee Services Private Limited 2025	INE07HK07700	18	12.00 %	35,00,00,000	13-Mar-24	13-Sep-25	CRISIL A-	Secured	1.10

9.85 (Nine Decimal Eight Five per cent) Krazybee Services Private Limited 2025	INE07HK07692	14	9.85%	35,00,00,000	22-Mar-24	16-May-25	CRISIL A-	Secured	1.10

iv. Details of commercial paper issuances as at the end of the last quarter in the following format

Series Of NCS	ISIN	Tenor / Period Of Maturity	Coupon	Amount	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
NA	INE07HK14136	180 Days	11.60 %	29,50,00,000	19-Oct-23	16-Apr-24	CRISIL A1	Unsecured	NA	IPA – Yes Bank Limited Credit Rating Agency – Crisil Ratings Limited
NA	INE07HK14144	229 Days	10.84 %	33,00,00,000	20-Oct-23	5-Jun-24	CRISIL A1	Unsecured	NA	IPA – Yes Bank Limited Credit Rating Agency – Crisil Ratings Limited
NA	INE07HK14151	180 Days	11.60 %	15,00,00,000	02-Nov-23	30-Apr-24	CRISIL A1	Unsecured	NA	IPA – Yes Bank Limited Credit Rating Agency – Crisil Ratings Limited
NA	INE07HK14169	180 Days	11.75 %	30,00,00,000	23-Nov-23	21-May-24	CRISIL A1	Unsecured	NA	IPA – Yes Bank Limited Credit Rating Agency – Crisil Ratings Limited
NA	INE07HK14185	364 Days	10.65 %	49,75,00,000	29-Dec-23	27-Dec-24	CRISIL A1	Unsecured	NA	IPA – Yes Bank Limited Credit Rating Agency – Crisil Ratings Limited

v. List of Top 10 ten holders of non-convertible securities in terms of value (on a cumulative basis):

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.	GMO-Z.Com Payment Gateway India Credit Fund	Alternate Investment Fund	1,00,000	5.18%
2.	Northern Arc Capital Limited	Limited Company	1,00,000	3.82%
3.	Kotak Mahindra Investments Limited	Limited Company	1,00,000	3.58%
4.	Ajanta Pharma Limited	Limited Company	1,00,000	3.34%
5.	Vivriti Capital Limited	Limited Company	1,00,000	3.34%
6.	Spark Equitized Credit Solutions Fund II	Alternate Investment Fund	1,00,000	2.87%
7.	Ajanta Pharma Limited	Limited Company	1,00,000	2.87%
8.	Northern Arc Income Builder Fund (Series II)	Alternate Investment Fund	1,00,000	2.38%
9.	Kairus Shavak Dadachanji	Individual	1,00,000	1.91%
10.	Avendus Finance Private Limited	Private Limited Company	10,00,000	1.59%

vi. List of Top 10 holders of Commercial Paper in terms of value (in cumulative basis)

Sr. No	Name of Debenture Holders	Category of holder	Face value of holding	Holding as a % of total commercial paper outstanding of the issuer
1	The Kangra Central Co-Operative Bank Ltd	Co-Operative Bank	5,00,000	31.64%
2	Ajanta Pharma Ltd	Public Limited Company	5,00,000	20.99%
3	Northern Arc Money Market Alpha Trust	Alternate Investment Fund	5,00,000	19.08%
4	Northern Arc Money Market Alpha Trust	Alternate Investment Fund	5,00,000	18.76%
5	Northern Arc Money Market Alpha Trust	Alternate Investment Fund	5,00,000	9.54%

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

issued for consideration other than cash). This information shall be disclosed whether such borrowing/ debt securities have been taken/ issued:

i. **in whole or part,**
ii. **at a premium or discount, or**
iii. **in pursuance of an option or not:**

Not applicable

XIII. ADDITIONAL DISCLOSURES BY NBFC AS REQUIRED UNDER CHAPTER IV OF LISTED NCDS MASTER CIRCULAR

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 NBFC**	**Lending Policy:** Please refer to ANNEXURE XII: SPECIFIC DISCLOSURES REQUIRED FROM NBFC **Classification of Loans given to associate or entities related to Board, Senior management, promoters, etc:** Please refer to ANNEXURE XII: SPECIFIC DISCLOSURES REQUIRED FROM NBFC **Classification of loans into several maturity profile denomination:** Please refer to ANNEXURE XII: SPECIFIC DISCLOSURES REQUIRED FROM NBFC **Aggregated exposure to top 20 borrowers:** Please refer to ANNEXURE XII: SPECIFIC DISCLOSURES REQUIRED FROM NBFC **Details of loans, overdue and classified as Non performing assets (NPA):** Please refer to ANNEXURE XII: SPECIFIC DISCLOSURES REQUIRED FROM NBFC
2.	**Details of borrowings made by NBFC**	**Portfolio Summary of borrowings made by NBFC:** Please refer to ANNEXURE XII: SPECIFIC DISCLOSURES REQUIRED FROM NBFC **Quantum and percentage of Secured vs. Unsecured borrowings:** Please refer to ANNEXURE XII: SPECIFIC DISCLOSURES REQUIRED FROM NBFC
3.	**Details of change in shareholding**	**Any change in promoters holding in NBFC during last financial year beyond the threshold prescribed by Reserve Bank of India:** Please refer to ANNEXURE XII: SPECIFIC DISCLOSURES REQUIRED FROM NBFC
4.	**Disclosure of Assets under management**	**Segment wise break up and Type of loans:** Please refer to ANNEXURE XII: SPECIFIC DISCLOSURES REQUIRED FROM NBFC
5.	**Details of borrowers**	**Geographical location wise:** Please refer to ANNEXURE XII: SPECIFIC DISCLOSURES REQUIRED FROM NBFC

6.	**Details of Gross NPA**	**Segment wise:** Please refer to ANNEXURE XII: SPECIFIC DISCLOSURES REQUIRED FROM NBFC
7.	**Details of Assets and Liabilities**	**Residual maturity profile wise into several bucket:** Please refer to ANNEXURE XII: SPECIFIC DISCLOSURES REQUIRED FROM NBFC
8.	**Additional details of loans made by, Housing Finance Company**	N.A.
9.	**Disclosure of latest ALM statements to stock exchange**	Please refer to ANNEXURE XIII: ALM STATEMENTS

XIV. Defaults in borrowing

The 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:

Please refer to Section 6 (*Issuer Information*) of the General Information Document Dated September 28, 2023 bearing reference no. 1/2023-24.

XV. Material event/ development affecting investment decision

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.

Any material event/ development having implications for the financials/ credit quality resulting in material liabilities:

Please refer to Note No. 44 of audited financial statement for the financial year 2023-24 as disclosed in Annexure I.

Corporate restructuring event which may affect the issue or the investor's decision to invest in the non-convertible securities/CP:

Finnov Private Limited ('Finnov'), holding company of the Company is in process of voluntary liquidation and in this respect, it is hereby stated that the said liquidation is merely intended to facilitate a change in the shareholders of the Company, such that the shareholders of Finnov (being indirect shareholders of the Company by virtue of their direct shareholding in Finnov) become direct shareholders of the Company. The Liquidation will not lead to any other change of shareholding of any shareholder in the Company.

XVI. 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 to Section 6 (*Issuer Information*) of the General Information Document Dated September 28, 2023 bearing reference no. 1/2023-24.

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

Please refer to Section 6 (*Issuer Information*) of the General Information Document Dated September 28, 2023 bearing reference no. 1/2023-24.

XVIII. 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 to Note No. 44 of audited financial statement for the financial year 2022-23 as disclosed in Annexure I

XIX. 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 to Section 6 (*Issuer Information*) of the General Information Document Dated September 28, 2023 bearing reference no. 1/2023-24.

XX. Details of pending proceedings initiated against the issuer for economic offences, if any.

Please refer to Section 6 (*Issuer Information*) of the General Information Document Dated September 28, 2023 bearing reference no. 1/2023-24.

XXI. 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 to Note No. 38 of audited financial statement for the financial year 2023-24 as disclosed in Annexure I.

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

Please refer to Section 6 (*Issuer Information*) of the General Information Document Dated September 28, 2023 bearing reference no. 1/2023-24.

XXIII. Declaration in case of public issue with regards to the following:

a. procedure of allotment of debt securities and non-convertible redeemable preference shares and unblocking of funds in case of refund;

N.A.

b. a statement by the Board of Directors about the separate bank account where all monies received out of the issue are to be transferred, and disclosure of details of all monies including utilised and unutilised monies out of the previous issue in the prescribed manner;

N.A.

c. the details of all utilized and unutilised monies out of the monies collected in the previous issue made by way of public offer shall be disclosed and continued to be disclosed in the balance sheet till the time any part of the proceeds of such previous issue remains unutilized, the purpose for which such monies have been utilized, and the securities or other forms of financial assets in which such unutilized monies have been invested; and

N.A.

d. the interim use of funds, if any.

N.A.

XXIV. 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.

Directors	Please refer **Annexure IV** in respect of the resolutions passed at the meeting of the board of directors of the Issuer and at the meeting of working committee 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, other than audited financials as set out in **Annexure I** no auditor's report is being obtained in respect of this issue of Debentures, the Issuer believes that no specific consent from the lenders of the Issuer 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 III** of this Key Information Document.
Solicitors/ Advocates/ Legal Advisors	Not applicable
Registrar	The consent letter from the Registrar is provided in **Annexure VIII** of this Key Information Document.
Lenders of the Issuer	The Issuer believes that no specific consent from the lenders of the Issuer is required.
Experts	Consent of the experts as mentioned above has been obtained to the extent applicable.

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

Vardhman Trusteeship Private Limited has been appointed as Debenture Trustee for the proposed Issue. The Debenture Trustee has given their consent to the Issuer for its appointment under the Securities and Exchange Board Of India (Issue And Listing Of Non-Convertible Securities) Regulations, 2021, as amended up to date, and a copy of the consent letter is enclosed as Annexure III to this Key Information Document. The

Company will enter into a Trusteeship Agreement/ Debenture Trust Deed, inter-alga, specifying the powers, authorities and obligations of the Company and the Debenture Trustee in respect of the Debenture.

The Debenture Holders shall, by signing the Application Form and without any further act or deed, be deemed to have irrevocably given their consent to and authorized the Debenture Trustee or any of their Agents or authorized officials to do, inter cilia, all such acts, deeds and things necessary in respect of or relating to the security to be created for securing the Debentures being offered in terms of the Key Information Document. All rights and remedies under the Debenture Trust Deed / Trusteeship Agreement and/or other security documents shall rest in and be exercised by the Debenture Trustee without having it referred to the Debenture holders. Any payment made by the Company to the Debenture Trustee on behalf of the Debenture holder(s) shall discharge the Company to that extent to the Debenture holder(s). No Debenture holder shall be entitled to proceed directly against the Company unless the Debenture Trustee, having become so bound to proceed, fails to do so.

Company reserves the right to appoint any other SEBI registered Trustee.

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

Please refer to Section 6 (*Issuer Information*) of the General Information Document Dated September 28, 2023 bearing reference no. 1/2023-24.

XXVII. 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 debt securities /non-convertible redeemable preference shares which need to be made, should be disclosed.

Coupon and all other charges shall accrue based on actual/actual day count convention in accordance with the SEBI Circular on day count convention dated November 11, 2016, as may be amended from time to time.

b. Procedure and time schedule for allotment and issue of securities should be disclosed;

The issue schedule for the issue of the Debentures is as follows:

PARTICULARS	DATE
Issue Opening Date	June 18, 2024
Issue Closing Date	June 18, 2024
Pay In Date	June 19, 2024
Deemed Date of Allotment	June 19, 2024
Date of earliest closing of the issue, if any	NA

Please also refer Annexure IX (*Application Process*).

c. Cash flows emanating from the debt securities / non- convertible redeemable preference shares shall be mentioned in the offer document, by way of an illustration.

The cashflows emanating from the Debentures, by way of an illustration, are set out under Annexure X of this Key Information Document.

XXVIII. Disclosures pertaining to wilful defaulter:

The disclosures pertaining to wilful defaulter is as provided in Section 9 (*Disclosure Pertaining to Wilful Default*) of this Key Information Document.

XXIX. Undertaking by the Issuer

Please refer to Section 3 (*Undertaking of the Issuer*) of the General Information Document Dated September 28, 2023 bearing reference no. 1/2023-24.

XXX. Risk Factors

Please refer to Section 4 (*Risk Factors*) of the Dated General Information Document September 28, 2023 bearing reference no. 1/2023-24.

XXXI. Other Details

DRR creation - relevant regulations and applicability

Please refer to Section 6 (*Issuer Information*) of the General Information Document Dated September 28, 2023 bearing reference no. 1/2023-24.

XXXII. Issue/ instrument specific regulations

The Debentures are governed by and will be construed in accordance with the Indian Law. The Issuer, the Debentures and Issuer's obligations under the Debentures shall, at all times, be subject to the directions of the Reserve Bank of India (RBI), Securities & Exchange Board of India (SEBI), Stock Exchanges, Companies Act, 2013 and other applicable Law and regulations from time to time.

Over and above, the said debentures shall be subject to the term and conditions as contained in the General Information Document Dated September 28, 2023 bearing reference no. 1/2023-24/ Key Information Document, application form and the Debenture Trust Deed / Trustee Agreement.

XXXIII. Default in Payment;

Please refer to the sub-section named "Default Interest Rate" under Section 8 (Summary Terms) of this Key Information Document.

XXXIV. Delay in Listing:

The Debentures are proposed to be listed on Bombay Exchange of India Ltd. (BSE'), being the Designated Stock Exchange. The details of BSE Limited are as below:

The BSE Limited
Phiroze Jeejeebhoy Towers,
Dalal Street,
Mumbai 400 001
Phone: +91 22 2272 1233/4
Fax: +91 22 2272 1919

In accordance with the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 as amended from time to time, read together with the requirements in respect of the timelines for listing of debt securities issued on a private placement basis prescribed in Chapter VII (Standardization of timelines for listing of securities issued on a private placement basis) of the SEBI circular no. SEBI/HO/DDHS/PoD1/P/CIR/2023/119 dated August 10, 2021 on "Master Circular for issue and listing of Non-convertible Securities, Securitised Debt Instruments, Security Receipts, Municipal Debt Securities and Commercial Paper", the Issuer confirms that in the event there is any delay in listing of the Debentures beyond 3 (three) Business Days from the date of closure of the issue for the Debentures, the Company will pay to the Debenture Holders, penal interest of 1% (one percent) per annum over the Coupon Rate for the period of delay from the deemed date of allotment of for the Debentures until the listing of the Debentures is completed.

XXXV. 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) **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").**

(iii) **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 from the expiry of the Allotment Period.**

XXXVI. Issue details:

As detailed in Section 7 *(Application Process)* of this Key Information Document.

XXXVII. 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 as ANNEXURE XI: PAS 4. Please refer ANNEXURE XI: PAS 4 for all disclosures required under the Companies (Prospectus and Allotment of Securities), Rules, 2014 are set out therein.

XXXVIII. 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

XXXIX. The issue document shall include the following other matters and reports, namely:

a. If the proceeds, or any part of the proceeds, of the issue of the debt securities/nonconvertible redeemable preference shares 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 –

1. 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
2. the assets and liabilities of the business as on the latest date to which the accounts of the business were made up, being a date not more than one hundred and twenty days before the date of the issue of the issue document.

Not applicable

b. In purchase or acquisition of any 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

c. If:

i. the proceeds, or any part of the proceeds, of the issue of the debt securities/non-convertible redeemable preference shares are or are to be applied directly or indirectly and in any manner resulting in the acquisition by the company of shares in any other body corporate; and

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 –

1. 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

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

Not applicable

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 paragraph (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 rescheduling, prepayment, penalty, default shall be disclosed.

Please refer to Annexure IV: Specific Disclosure required from NBFC of the General Information Document Dated September 28, 2023 bearing reference no. 1/2023-24.

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, shall be disclosed.

Not applicable

g. The matters relating to:

i. Material contracts:

S. No.	Nature of Contract
1.	Certified true copy of the Memorandum & Articles of Association of the Issuer.
2.	Board Resolution dated March 26, 2024 and Board Committee (Borrowings) Resolution dated May 15, 2024, authorizing the issue of Debentures offered under the terms of this Key Information Document.

3.	Shareholders' Resolution dated March 26, 2024 authorizing the issue of non-convertible debentures by the Company.
4.	Copies of Annual Reports of the Company for the last three financial years.
5.	Credit rating letter from the Rating Agency dated May 31, 2024.
6.	Letter from Debenture Trustee dated June 12, 2024 giving its consent to act as Debenture Trustee. ("**Consent Letter**").
7.	Letter for Register and Transfer Agent dated June 12, 2024.
8.	Certified true copy of the certificate of incorporation of the Company.
9.	Certified true copy of the tripartite agreement between the Company, the Registrar & Transfer Agent and the NSDL/CDSL
10.	Debenture Trustee Agreement executed between the Issuer and the Debenture Trustee dated June 13, 2024.
11.	Debenture Trust Deed to be executed between the Issuer and the Debenture Trustee dated on or around the date of this Key Information Document.
12.	Hypothecation Agreement executed between the Issuer and the Debenture Trustee dated on or around the date of this Key Information Document.

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

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 Note 40 of the audit report for the Financial Year ended March 31, 2021, Note 37 of the audit report for the Financial Year ended March 31, 2022 and Note 37 of the audit report for the Financial Year ended March 31, 2023 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.

Not applicable

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.

In exercise of its powers under Section 206 of the Companies Act, 2013, the Registrar of Companies, Karnataka on January 13, 2022, sought information on the statutory documents such as minutes,

statutory registers, business operations and the shareholding of the Company including details of foreign investments received by the Company.

The Company duly complied and submitted all the requisite documents.

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.

Not applicable

SECTION 7 APPLICATION PROCESS

The Debentures being offered by the Issuer by way of this Key Information Document are subject to the provisions of the Companies Act, the Memorandum and Articles of Association of the Issuer, the terms of this Key Information Document, Application Form, applicable Law/regulations and other terms and conditions as may be incorporated in the transaction documents as specified in the Key Information Document.

The investors, who specifically approached, who are eligible to apply for this private placement of Debentures are mentioned in the General Information Document Dated September 28, 2023 bearing reference no. 1/2023-24/ Key Information Document. All investors are required to comply with the relevant regulations/guidelines applicable to them for investing in this Issue.

All such Investors / transferees are required to comply with the relevant regulations/guidelines applicable to them for investing in this issue of / purchasing the Debentures and with respect to any subsequent transfer of the Debentures and shall be bound by the terms and conditions of the Debentures as set out in this Key Information Document. It is clarified that applications are not to be made by a 'person resident outside India' as defined under the Foreign Exchange Management Act, 1999 (including foreign portfolio investors, non-resident Indians, overseas corporate bodies, etc.)

I. Who can invest /apply?

The investors, who specifically approached, who are eligible to apply for this private placement of Debentures are mentioned in the General Information Document dated September 28, 2023 bearing reference no. 1/2023-24/ Key Information Document. All investors are required to comply with the relevant regulations/guidelines applicable to them for investing in this Issue.

All such Investors / transferees are required to comply with the relevant regulations/guidelines applicable to them for investing in this issue of / purchasing the Debentures and with respect to any subsequent transfer of the Debentures and shall be bound by the terms and conditions of the Debentures as set out in this Key Information Document. It is clarified that applications are not to be made by a 'person resident outside India' as defined under the Foreign Exchange Management Act, 1999 (including foreign portfolio investors, non-resident Indians, overseas corporate bodies, etc.)

Only Eligible Investors as given hereunder may apply for the Debentures by completing the Application Form as set out in Section 7 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 relevant Application Form. No application can be made for a fraction of a Debenture. The series of Debentures applied for must be clearly indicated in the Application Form. 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 interest/ redemption warrants.

An Application Form must be accompanied by either demand draft(s) or cheque(s) drawn or made payable in favour of the Issuer or otherwise as may be set out in the Application Form and crossed "Account Payee Only". Cheque(s) or demand (s) may be drawn on any bank including a co-operative bank, which is a member or a sub-member of the bankers clearing house located. If permitted, the applicant may transfer payments required to be made in relation to any by electronic transfer of funds/RTGS, to the bank account of the Issuer as per details mentioned in the Application Form.

II. Application Procedure through EBP Bid Process as per EBP Guidelines:

a. In order to be able to bid under the BSE EBP Platform, Eligible Investors must have provided the requisite documents (including but not limited to know your customer) in accordance with the EBP Guidelines or applicable Law. The Company is entitled at any time to require an Eligible Investor to provide any know your customer or other documents as may be required to be maintained by it or delivered to a third party by it in accordance with applicable Law.

All Eligible Investors are required to register themselves as a one-time exercise (if not already registered) with the BSE EBP Platform for participating in electronic book building mechanism.

Eligible Investors should refer the operating guidelines for issuance of debt securities on private placement basis through an electronic book mechanism as available on the website of BSE.

Eligible Investors will also have to complete the mandatory know your customer verification process. Eligible Investors should refer to the EBP Guidelines in this respect.

The details of the Issue shall be entered on the BSE EBP Platform by the Company at least 2 (two) Business Days prior to the Issue Opening Date, in accordance with the EBP Guidelines.

b. 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 BSE EBP Platform, at least 1 (one) Business Day before the start of the Issue Opening Date.

Some of the key guidelines in terms of the current EBP Guidelines on issuance of securities on private placement basis through an EBP mechanism, are as follows:

A. Modification of Bid: Eligible Investors may note that modification of bid is allowed during the bidding period or window. However, in the last 10 minutes of the bidding period or window, revision of bid is only allowed for upward revision of the bid amount placed or to improve the coupon or yield by the Eligible Investor.
B. Cancellation of Bid: Eligible Investors may note that cancellation of bid is allowed during the bidding period or window. However, in the last 10 minutes of the bidding period or window, no cancellation of bids is permitted.
C. Multiple Bids: Bidders are permitted to place multiple bids on the BSE EBP Platform in line with the BSE EBP Guidelines and the EBP Guidelines.
D. Manner of bidding: The Issue bidding shall be price based on the BSE EBP platform in line with the BSE EBP Guidelines and the EBP Guidelines.
E. Manner of allotment: The allotment will be done on uniform yield basis in line with the BSE EBP Guidelines and the EBP Guidelines.
F. Manner of settlement: Settlement of the Issue will be done through online transfer and the account details are given in the section on Payment Mechanism of this Key Information Document.
G. Settlement cycle: The process of pay-in of funds by investors and pay-out to Company will be done on T+1 trading day, where T is the Issue Closing Date.
H. Offer or Issue of executed offer letters cum application forms to successful Eligible Investors. The offer letters cum application forms along with the Application Form will be issued to the successful Eligible Investors, who are required to complete and submit the Application form to the Company in order to accept the offer of Debentures.

No person other than the successful Eligible Investors to whom the offer letters cum application forms has been issued by the Company may apply for the issue through the offer letters cum application forms received from a person other than those specifically addressed will be invalid. However, Eligible Investors should refer to the EBP Guidelines as prevailing on the date of the bid.

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. 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 hereinbelow:

Details of size of issue including green shoe option, if any and a range within which green shoe may be retained (if applicable)	**Total Issue size of Issue:** Up to INR 100,00,00,000/- (Indian Rupees One Hundred Crores Only) comprising of: **Base Issue**: 5,000 (Five Thousand) Senior, Secured, Listed, Rated, Redeemable, Non-Convertible Debentures each having a face value of INR 1,00,000/- (Indian Rupees One Lakh Only) aggregating up to INR 50,00,00,000/- (Indian Rupees Fifty Crores Only); **Green Shoe Option:** Up to 5,000 (Five Thousand) Senior, Secured, Listed, Rated, Redeemable, Non-Convertible Debentures each having a face value of INR 1,00,000/- (Indian Rupees One Lakh Only) aggregating up to INR 50,00,00,000/- (Indian Rupees Fifty Crores Only)
Anchor Portion Details	No
Interest rate parameter	Fixed Coupon
Bid opening and closing date	Bid opening date: June 18, 2024 Bid closing date: June 18, 2024
Minimum Bid Lot	100 (One Hundred) Debentures (aggregating to INR 1,00,00,000 (Indian Rupees One Crore Only), and 1 (One) Debenture thereafter
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 & Deemed Date of Allotment	T+1 (T being the day of bidding as per working day convention of recognized stock exchanges) Settlement of the Issue will be on June 19, 2024.

III. 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 below:

Name of Bank	HDFC BANK Limited
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 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:

Beneficiary Name:	KRAZYBEE SERVICES PRIVATE LIMITED
Bank Account No.	059481300000158
SWIFT CODE:	YESBINBB
IFSC CODE:	YESB0000594
Bank Name	Yes Bank Limited
Branch Address:	Ground Floor, Lancor Westminster, 108, Dr Radha Krishnan Salai, Mylapore, Chennai-600004

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.

Basis of Allocation or Allotment: Allocation shall be made as approved by the Company in accordance with applicable NCS Listing Regulations, Operations Guidelines, and applicable Law. Post completion of bidding process, the Company will upload the provisional allocation on the BSE EBP Platform. Post receipt of details of the successful Eligible Investors, the Company will upload the final allocation file on the BSE EBP Platform.

Payment Mechanism: Payment of subscription money for the Debentures should be made by the successful Eligible Investor as notified by the Company. Successful Eligible Investors should do the funds pay-in to the account

Successful Eligible Investors should ensure to make payment of the subscription amount for the Debentures from their same bank account which is updated by them in the BSE EBP Platform while placing the bids. In case of mismatch in the bank account details between BSE EBP Platform and the bank account from which payment is done by the successful bidder, the payment would be returned.

Note: In case of failure of any successful bidders to complete the subscription amount payments by the Pay-in Time or the funds are not received in the Designated Bank Account by the Pay-in Time for any reason whatsoever, the bid will liable to be rejected and the Company shall not be liable to issue the Debentures to such successful bidders.

Settlement Process: Upon final allocation by the Issuer, the Company or the Registrar and Transfer Agent on behalf of the Company shall instruct the Depositories on the Pay-in Date, and the Depositories shall accordingly credit the allocated Debentures to the demat account of the successful Eligible Investor. The Company shall give the instruction to the Registrar and Transfer Agent for crediting the Debentures by 12:00 noon on the Pay-In Date. The Registrar shall provide corporate action file along with all requisite documents to Depositories by 12:00 noon on the Pay-In Date. On the Pay-In Date, the Depositories shall confirm to effect the transfer of Debentures in the demat account(s) of the successful Eligible Investors post-allocation disclosures by the EBP. Upon final allocation by the Issuer, the Company shall disclose the Issue Size, coupon rate, ISIN, number of successful bidders, category of the successful bidder(s), etc., in accordance with the EBP Guidelines.

The EBP shall upload such data, as provided by the Issuer, on its website to make it available to the public. Deemed Date of Allotment Interest on Debentures shall accrue to the Debenture Holder(s) from and including the Deemed Date of Allotment. All benefits relating to the Debentures will be available to the investor(s) from the Deemed Date of Allotment. The actual allotment of Debentures may take place on a date other than the Deemed Date of Allotment. The Company reserves the right to modify allotment date or Deemed Date of Allotment at its sole and absolute discretion without any notice. In case if the issue closing date is changed, the Deemed Date of Allotment may also be changed by the Company at its sole and absolute discretion.

Withdrawal of Issue: The Company may, at its discretion, withdraw the issue process on the conditions set out under the EBP Guidelines. Provided that the Company shall accept or withdraw the issue on the BSE EBP Platform within 1(one) hour of the closing of the bidding window, and not later than 6 pm on the Issue Closing Date. However, Eligible Investors should refer to the EBP Guidelines as prevailing on the date of the bid. If the Company has withdrawn the Issue, and the cutoff yield of the Issue is higher that the estimated cutoff yield disclosed to the BSE EBP Platform, the estimated cut off yield shall be mandatorily disclosed by the BSE EBP Platform to the Eligible Investors. The expression 'estimated cut off yield' means yield so estimated by the Company, prior to opening of issue on the BSE EBP Platform. The disclosure of estimated cut off yield by BSE EBP Platform to the Eligible Investors, pursuant to closure of the issue, shall be at the discretion of the Company.

Right to Accept or Reject Applications: The Company reserves its full, unqualified and absolute right to accept or reject the application, in part or in full, without assigning any reason thereof. The rejected applicant will be intimated along with the refund warrant, if applicable. No interest on application money will be paid on rejected applications. The application form that is not complete in all respects is liable to be rejected and would not be paid any interest on the application money. Application would be liable to be rejected on one or more technical grounds, including but not restricted to:

A. Number of Debentures applied for is less than the minimum application size;

B. Application exceeding the issue size;
C. Bank account details not given;
D. Details for issue of Debentures in electronic or dematerialised form not given; PAN or GIR and IT Circle or Ward or District not given;
E. In case of applications under Power of Attorney by limited companies, corporate bodies, trusts, etc. relevant documents not submitted;
F. In the event, if any Debentures applied for is or are not allotted in full, the excess application monies of such Debentures will be refunded, as may be permitted.

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

Deemed date of allotment for the issue is June 19, 2024, by which date Investors would be intimated of allotment.

Payment Instructions
Upon receipt of intimation of allotment, application form along with cheque(s)/drafts favouring "Krazybee Services Private Limited", crossed Account Payee only the entire amount of INR 1,00,000/- (Indian Rupees One Lakh only) per debenture is payable on the application. Applicants can alternatively, remit the application amount through RTGS. The RTGS details of the Issuer are as under:

Bank Name and Address	Yes Bank Limited Ground Floor,Lancor Westminster,108,Dr Radha Krishnan Salai,Mylapore, Chennai-600004
IFSC Code	YESB0000594
Bank Account No:	059481300000158
Type of Account	Current Account

IV. Documents to be provided by Investors / applicants

Investors need to submit the following documents, along with the Application Form, as applicable

a. Memorandum and Articles of Association along with Certificate of Incorporation/Documents Governing Constitution
b. Board Resolution / letter authorizing the investment and containing operating instructions
c. Certified true copy of the Power of Attorney, if applicable
d. PAN card
e. Form 15AA for investors seeking exemption from Tax Deduction at Source (TDS) — both on Interest on Application Money as well as annual interest payments
f. Specimen signature of the authorized signatories, duly certified by an appropriate authority
g. SEBI Registration Certificate, as applicable
h. Application form (including RTGS details)

V. Applications to be accompanied with bank account details

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

VI. Applications under Power of Attorney

In case of applications made under a Power of Attorney or by a Limited Company or a Body Corporate etc., the relevant Power of Attorney or the relevant resolution or authority to make the application, as the case may be, together with the certified true copy thereof along with the certified copy of the Memorandum and Articles of Association and/or Bye-Laws as the case may be must be attached to the Application Form or lodged for scrutiny separately with the photocopy of the Application Form, quoting the serial number of the Application Form at the Company's branch where the application has been submitted failing which the applications are liable to be rejected.

VII. Interest on Application Money

Interest on Application Money will be paid at the applicable coupon rate (subject to deduction of tax at source at the rates prevailing from time to time under the provisions of Income Tax Act, 1961 or any statutory modification or re-enactment thereof) and will be paid on the entire application money on all valid applications.

Such interest shall be paid for the period commencing from the date of credit by way of funds transfer / Real time gross settlement up to one day prior to the date of allotment.
No interest on application money would be payable in cases of invalid applications.

VIII. Letters of Allotment

The Debentures will be credited in dematerialised form within 2 (two) Business Days from the Deemed Date of Allotment.

IX. Record Date

The record date means, means, date occurring 15 (fifteen) calendar days prior to any Due Date.

X. Refunds

For applicants whose applications have been rejected or allotted in part, refund orders will be dispatched within 7 (seven) days from the Deemed Date of Allotment of the Debentures.

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

XI. Payment on Redemption

Payment on redemption will be made by way of cheque(s)/ redemption warrant(s)/ demand draft(s)/ credit through RTGS system/ funds transfer in the name of the relevant Debenture Holder(s) whose names appear on the List of beneficial owners given by the Depository to the Company as on the Record Date. The Debentures shall be taken as discharged on complete payment of the redemption amount by the Company on relevant maturity date(s) to the respective registered Debenture Holder(s) whose name appears in the register of debenture holder(s) on the Record

Date. Such payment will be a legal discharge of the liability of the Company towards the Debenture Holder(s) of such series. On such payment being made, the Company will inform NSDL/CDSL and accordingly the account of the Debenture Holder(s) with NSDL/CDSL will be adjusted. The Company's liability to the Debenture Holder(s) towards all their rights including for payment or otherwise shall cease and stand extinguished from the due dates of redemption in all events. Further the Company will not be liable to pay any interest or compensation from the dates of such redemption. On the Company dispatching the amount as specified above in respect of the Debentures, the liability of the Company shall stand extinguished.

XII. Mode of Payment

All payments must be made through cheque(s)/draft(s)/transfers/RTGS as set out in the application form.

XIII. Effect of Holidays

In the event that any date on which any Coupon payment is required to be made by the Issuer is not a Business Day, the immediately succeeding Business Day shall be considered as the effective date(s) for that payment. In the event that the Redemption Date(s) in respect of the Debentures is not a Business Day, the immediately preceding Business Day shall be considered as the effective date for redemption of Debentures.

XIV. Payment of Coupon

Coupon for each of the Coupon periods shall be computed on an actual/actual days a year basis on the principal outstanding on the Debentures at the Coupon Rate. If the Coupon period from start date to end date includes February 29, then interest shall be paid on the basis of (end date-start date)/366.

XV. Tax Deduction at Source

Income tax will be deducted as applicable as per the provisions of Income-tax Act, 1961. Where any deduction of Income Tax is made at source, the Company shall send to the Debenture holder a Certificate of Tax Deduction at Source.

XVI. PAN/GIR Number

Applicant should mention their Permanent Account Number or the GIR Number allotted under Income Tax Act, 1961 and the Income Tax Circle / Ward / District. In case where neither the PAN nor the GIR Number has been allotted, the fact of such a non-allotment should be mentioned in the Application Form in the space provided.

XVII. Signatures

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

XVIII. Basic terms of the present offer

Refer Section 8 *(Summary of Terms of this* Key Information Document for issue specific details.

XIX. Minimum Subscription

INR. 1,00,00,000/- (Indian Rupees One Crore only) and in multiples of INR 1,00,000/- (Indian Rupees One Lakh only) thereafter.

XX. Deemed Date of Allotment

All the benefits under the Debentures, including but not limited to the payment of Coupon, will accrue to the Investor from the deemed date of allotment. The deemed date of allotment for the Issue is as per respective Key Information Document.

All benefits related to the Debentures will be available to the Debenture Holders from the Deemed Date of Allotment. The actual allotment of the Debentures may take place on a date other than the Deemed Date of Allotment. The Company reserves the right to keep multiple allotment date(s)/Deemed date(s) of Allotment at its sole and absolute discretion without any notice to the Debenture holders. In case the Issue Closing Date is revised, the Deemed Date of Allotment may also be revised by the Company at its sole and absolute discretion, subject to provisions contained in Transaction Documents.

XXI. Market Lot Market lot will be one Debenture

Contributions being made by the promoters or directors either as part of the Issue or separately in furtherance of such objects- None

XXII. Security

The Debentures are proposed to be secured by the assets and security details as given in Issue Detail.

XXIII. Debentures in Dematerialized Form

The Company is issuing the Debentures only in dematerialized form and hence no Debentures are being issued in physical form in terms of the Key Information Document. The Company has entered in to Depository Arrangements with NSDL for dematerialization of the Securities.

Applicants have to mention their Depository Participant's name, DP-ID and Beneficiary Account Number/Client ID in the appropriate place in the Application Form. Debentures of successful Debenture Holders having Depository Account shall be credited to their Depository Account.

The Debentures shall be held in dematerialised form and no action is required on the part of the Debenture Holder(s) for redemption purposes and the redemption proceeds will be paid by way of cheque(s)/ redemption warrant(s)/ demand draft(s)/ credit through RTGS system/ funds transfer to those Debenture Holder(s) whose names appear on the list of Beneficiaries provided by the Depositories to the Issuer. The names would be as per the Depositories' records on the relevant record date fixed for the purpose of redemption. All such Debentures will be simultaneously redeemed through appropriate debit corporate action. The list of beneficiaries as of the relevant record date setting out the relevant beneficiaries' name and account number, address, bank details and DP's identification number will be given by the Depositories to the Issuer and the Registrar. Based on the information provided above, the Issuer/Registrar will dispatch the cheque for interest / Coupon payments to the beneficiaries. If permitted, the Issuer may transfer payments required to be made in relation to any by electronic transfer of funds/RTGS, to the bank account of the Debenture Holder for redemption and interest/ Coupon payments.

XXIV. Joint-Holders

Where two or more persons are holders of any Debenture(s), they shall be deemed to hold the same as joint holders with benefits of survivorship in the same manner and to the same extent and be subject to the same restrictions and limitations as in the case of the existing equity shares of the Company, subject to other provisions contained in the Articles of Association of the Company.

XXV. Mode of Transfer

The Debentures shall be transferable and transmittable in the same manner and to the same extent and be subject to the same restrictions and limitations as in the case of the existing equity shares of the Company. The provisions relating to transfer and transmission, nomination and other related matters in respect of equity shares of the Company, contained in the Articles of Association of the Company, shall apply mutatis mutandis to the transfer and transmission of the Debentures and nomination in this respect.

The Debentures held in dematerialised form shall be transferred subject to and in accordance with the rules/ procedures as prescribed by NSDL/CDSL and the relevant Depositories of the transferor or transferee and any other applicable Law and rules notified in respect thereof. The transferee(s) should ensure that the transfer formalities are completed prior to the Record Date. In the absence of the same, Coupon will be paid/ redemption will be made to the person, whose name appears in the register of debenture holders maintained by the Depositories under all circumstances. In cases where the transfer formalities have not been completed by the transferor, claims, if any, by the transferees would need to be settled with the transferor(s) and not with the Issuer. The normal procedure followed for transfer of securities held in dematerialized form shall be followed for transfer of these Debentures held in electronic form. The transferor should give delivery instructions containing details of the transferee's depository account to his Depository. Investors may note that subject to applicable Law, the Debentures of the Issuer would be issued and traded in dematerialised form only.

XXVI. Succession

In the event of demise of the sole holder of the Debentures, the Company will recognize the executor or administrator of the deceased Debenture holder, or the holder of succession certificate or other legal representative as having title to the Debentures. The Company shall not be bound to recognize such executor, administrator or holder of the succession certificate, unless such executor or administrator obtains probate or letter of administration or such holder is the holder of succession certificate or other legal representation, as the case may be, from a court in India having jurisdiction over the matter. The Directors of the Company may, in their absolute discretion, where they think fit, dispense with production of probate or letter of administration or succession certificate or other legal representation, in order to recognize such holder as being entitled to the Debentures standing in the name of the deceased Debenture holder on production of sufficient documentary proof and / or indemnity.

XXVII. Governing law

The Debentures shall be construed to be governed in accordance with Indian Law.

The courts and tribunals at Chennai shall have exclusive jurisdiction in connection with any dispute arising out of or in connection with this Debentures. The Debenture Holders and the Debenture Trustee shall not be prevented from taking proceedings relating to a dispute in any other courts and tribunals with jurisdiction. To the extent allowed by applicable Law, the Debenture Holders and the Debenture Trustee may take concurrent proceedings in any number of jurisdictions. Over and above the aforesaid Terms and Conditions, the said Debentures shall be subject to the Terms and Conditions to be incorporated in the Debentures to be issued to the Debenture Holders and the Debenture Trust Deed.

SECTION 8 SUMMARY OF TERMS

The following term sheet summarizes the principal items with respect to the financing facility to be provided to Krazybee Services Private Limited ("**Borrower**" or "**Company**") by the Investor.

For the avoidance of the doubt, except as specifically stated, this term sheet does not attempt to describe all terms and conditions of the transaction contemplated herein. The term sheet is intended to outline certain basic terms around which transaction could be structured. All proposed terms and conditions are subject to execution of mutually satisfactory transaction documents, satisfactory legal, technical & financial diligences, meeting of stipulations as contained herein etc.

Particulars	Terms and Conditions
Security Name	10.20% Krazybee Services Private Limited 2025
Borrower/Issuer	Krazybee Services Private Limited
Type of Instrument	Senior, Secured, Listed, Rated, Transferable, Redeemable, Non-Convertible Debentures
Nature of the Instrument (Secured or Unsecured)	Secured
Seniority (Senior or Subordinated)	Senior
Eligible Investors	The following categories of investors, when specifically approached and have been identified upfront, are eligible to apply for this private placement of Debentures subject to fulfilling their respective investment norms/rules and compliance with laws applicable to them by submitting all the relevant documents along with the Application Form ("**Eligible Investors**"): o) Individuals except Politically Exposed Person p) Hindu Undivided Family q) Trust Limited Liability Partnerships r) Partnership Firm(s) s) Portfolio Managers registered with SEBI t) Association of Persons u) Companies and Bodies Corporate including Public Sector Undertakings. v) Commercial Banks w) Regional Rural Banks x) Financial Institutions y) Insurance Companies z) Mutual Funds aa) FPIs bb) NBFCs Any other investor eligible to invest in these Debentures.
Listing (including name of stock Exchange(s) where it will be listed and timeline for listing)	The Debentures are to be listed on the WDM of the BSE within a maximum period of 3 (three) trading days from the date of closure of the Issue for the Debentures.
Rating of Instrument	CRISIL A-/ stable outlook
Issue Size	Up to INR 100,00,00,000/- (Indian Rupees One Hundred Crore Only)
Issue Value	INR 100,00,00,000/- (Indian Rupees One Hundred Crore Only)
Minimum Subscription	INR 1,00,00,000/- (Indian Rupees One Crore only)
Option to retain oversubscription	Not applicable

Objects of the Issue/ Purpose for which there is requirement of funds	The Issue proceeds will be utilized for onward lending purposes.
In case the issuer is an NBFC and the objects of the issue entail loan to any entity who is a 'group company' then disclosures shall be made in the following format:	Not Applicable
Details of the utilization of the Proceeds	The funds raised by the Issue shall be utilized by the Company solely towards the Purpose. The Company shall not use the proceeds of the Issue towards: (i) any capital market instrument such as equity and equity linked instruments or any other capital market related activities; (ii) any real estate activity; (iii) any speculative purposes; (iv) in contravention of any guidelines, rules or regulations of the RBI applicable to non-banking financial companies; and/or (v) any purpose, that is not eligible for the providing of financing by banks to non-banking financial companies for bank finance to non-banking financial companies, or, which results in a breach of the RBI's master circular no. DOR.CRE.REC.No.77/21.04.172/2021-22 dated January 5, 2022 on "Bank Finance to Non-Banking Financial Companies (NBFCs)"). PROVIDED HOWEVER, the Company shall be entitled to temporarily invest the funds raised by the Issue in liquid mutual funds and deposits held with scheduled commercial banks until the utilization of the funds raised for the intended Purpose.
Coupon Rate	Fixed interest of 10.20% p.a. (ten decimal two zero per cent per annum) payable Monthly
Step Up/ Step Down Coupon Rate	In the event, credit rating of the Debentures is downgraded from the current rating of "CRISIL A- (Stable)" ("**Rating**") and/or the credit rating of the Company is downgraded from the current rating of "A-" ("**Company Rating**") at any point of time during the tenor of the Debentures, the Coupon Rate shall increase by 0.25% (zero decimal two five percent) for each notch downgrade of 1 (one) notch from the rating of the Debentures and/or Company ("**Step Up Rate**"). Such increased rate of interest shall be applicable from the date of such downgrade ("**Step Up**"). Following the Step Up until the rating of the Debentures and/or Company is restored to the Rating and/or the Company Rating (as the case may be), if the rating of the Debentures and/or the Company is upgraded, the prevailing Step Up Rate shall be decreased by 0.25% (zero decimal two five percent) for each upgrade of 1 (one) notch from the rating of the Debentures and/or the Company (until the rating of the Debentures

	and/or the Company is restored to the Rating and/or the Company Rating (as the case may be)) and such decreased rate of interest shall be applicable from the date of such upgrade. PROVIDED THAT the decreased rate of interest in accordance with this provision cannot, in any case, be lower than the Coupon Rate. It is clarified that, if following the Step Up, the rating of the Debentures and/or the Company is restored to the Rating and/or the Company Rating (as the case may be), then the interest shall be payable from the date the relevant rating is restored.
Coupon / Dividend Payment Frequency	Monthly
Coupon / Dividend Payment Dates	19-07-2024 19-08-2024 19-09-2024 19-10-2024 19-11-2024 19-12-2024 19-01-2025 19-02-2025 19-03-2025 19-04-2025 19-05-2025 19-06-2025 19-07-2025 19-08-2025 19-09-2025 19-10-2025 19-11-2025 19-12-2025
Cumulative / non-cumulative, in case of dividend	Not applicable
Coupon Type	Fixed Coupon
Coupon Reset Process (including rates, spread, effective date, interest rate cap and floor etc.).	Not applicable
Day Count Basis (Actual/Actual)	Actual/Actual
Interest on Application Money	Not applicable
Default Interest Rate	***Payment Default including Event of Default*** If, at any time, there shall be a payment default or any other Event of Default, the Company agrees to pay an additional interest rate of 2% per annum (two point zero zero percent) above the applicable Interest Rate on the Outstanding Principal Amount from the date of the occurrence of the payment default or Event of Default until such payment default or Event of Default is cured or the final redemption amount is paid (whichever is earlier). ***Breach of Covenants*** In case of default by the Issuer in the performance of any of the covenants of this Issuance, including but not limited to the financial covenants of this

	Issuance, additional interest at 2% p.a. (two point zero zero percent) over the Coupon Rate will be payable by the Issuer for the defaulting period. ***Delay in security creation*** In the event the Issuer's fails to execute Hypothecation Agreement and perfect security within 30 (thirty) calendar days from the date of execution of the hypothecation agreement, the Issuer shall pay additional interest of 2.00% (two point zero zero percent) over and above the Cpupon Rate. ***Breach of financial covenants*** Debenture Holder reserves the right to levy a penalty of a sum equivalent to 1.00% (One point zero zero percent) of the amount outstanding under the Debentures on the Issuer in the event of breach of any of the Financial Covenants, if such breach is not cured within 30 (thirty) calendar days. The penalty shall be paid within 30 (Thirty) calendar days from the date of such breach and as per the relevant provisions contained in Transaction Documents. ***Delay in listing*** In accordance with the SEBI NCS Listing Regulations read together with the Listed NCDs Master Circular, the Company confirms that in the event there is any delay in listing of the Debentures beyond 3 (Three) trading days from the date of closure of the issue for the Debentures, the Company (i) will pay to the Debenture Holders, penal interest of 1% (one percent) per annum over the Interest Rate for the period of delay from the Deemed Date of Allotment until the listing of the Debentures is completed. **Rating Downgrade** In the event, credit rating of the Debentures is downgraded from the current rating of "**CARE A- (Stable)**" ("**Rating**") and/or the credit rating of the Company is downgraded from the current rating of "**A**" ("**Company Rating**") at any point of time during the tenor of the Debentures, the Coupon Rate shall increase by 0.25% (zero decimal two five percent) for each notch downgrade of 1 (One) notch from the rating of the Debentures and/or Company ("**Step Up Rate**"). Such increased rate of interest shall be applicable from the date of such downgrade. Unless specifically provided otherwise, any additional/Default Interest payable by the Issuer in accordance with the Transaction Documents shall be in addition to and independent of any additional/Default Interest payable by the Issuer in accordance with any other provision of the Transaction Documents. It is hereby clarified that the Default Interest as stated herein shall be applicable upon the breach not being rectified or cured by the Company within the cure period as provided in the Debenture Trust Deed; from the date of such breach until such breach has been cured.

Tenor	18 (Eighteen) months from Deemed Date of Allotment.
Redemption Date	Entire principal amount is payable to the investors on Maturity Date being December 19, 2025
Redemption Amount	Debentures shall be redeemed at par
Redemption Premium / Discount/ Early Redemption penalty	Not applicable.
Issue Price	INR 1,00,000/- (Indian Rupees One Lakh Only) per Debenture
Discount at which security is issued and the effective yield as a result of such discount.	Not applicable
Premium/Discount at which security is redeemed and the effective yield as a result of such premium/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 investor need to intimate Issuer before exercising the put)	Not applicable
Face Value	INR 1,00,000/- per debenture instrument
Minimum Application and in multiples of Debt securities thereafter	INR 1,00,00,000/- (Indian Rupees One Crore only) and in multiples of INR 1,00,000/- (Indian Rupees One Lakh only) thereafter
Issue Timing **1. Issue Opening Date** **2. Issue Closing Date** **3. Date of earliest closing of the issue, if any** **4. Pay-in Date** **5. Deemed Date of Allotment**	 1. June 18, 2024 2. June 18, 2024 3. June 18, 2024 4. June 19, 2024 5. June 19, 2024
Settlement mode of the Instrument	Dematerialised form
Depository	NSDL and CDSL
Disclosure of Interest/ Dividend / redemption dates	19-07-2024 19-08-2024 19-09-2024 19-10-2024 19-11-2024 19-12-2024 19-01-2025 19-02-2025 19-03-2025 19-04-2025 19-05-2025 19-06-2025

	19-07-2025 19-08-2025 19-09-2025 19-10-2025 19-11-2025 19-12-2025
Record Date	Means, date occurring 15 (fifteen) calendar days prior to any Due Date.
All covenants of the issue (including side letters, accelerated payment clause, etc.)	Refer to SECTION 10 (*Key Terms of the Issue*) of this Key Information Document.
Description regarding Security (where applicable) including type of security (movable/immovable/tangible etc.), type of charge (pledge/ hypothecation/ mortgage etc.), date of creation of security/ likely date of creation of security, minimum security cover, revaluation, Replacement of security, interest to the debenture holder over and above the coupon rate as specified in the Debenture Trust Deed and disclosed in the Offer Document/ Key Information Document	The Debentures shall be secured by way of a first ranking, exclusive and continuing charge on identified receivables ("**Hypothecated Assets**") created pursuant to the hypothecation agreement to be executed between the Company and the Debenture Trustee as described herein. The Issuer undertakes: • The total charge over the Hypothecated Assets shall constitute 1.10x (One decimal one zero times) or 110% (One hundred and ten percent) of the aggregate amount of principal, Coupon/ dues outstanding and payable to the Debenture Holders, to be created as per terms of the Debenture Trust Deed/ Hypothecation Agreement and other transaction documents. The abovementioned Security Cover shall be maintained at all times during the tenure of the Debentures and until all such dues/claims/outstanding is paid to the Debenture Holders to the satisfaction of the Debenture Trustee • to register and perfect the security over the Hypothecated Assets by filing CHG-9 within the time period applicable as contemplated above no later than 30 (Thirty) calendar days after the Deemed Date of Allotment and create the security prior to the Deemed Date of Allotment by executing a duly stamped Hypothecation Agreement; The Company shall also provide such information sought by the Debenture Trustee for the purpose of filing the prescribed forms and particulars with the Central Registry and Information Utility in connection with the Debentures and the Security Interest over the Hypothecated Assets. • to pay a penal interest of 2.0% (Two Percent) p.a. over the Coupon Rate in case there is any delay in the creation, registration and perfection of the security over the Hypothecated Assets beyond 30 (thirty) calendar days from the date of execution of the hypothecation agreement; • to provide on a quarterly basis, of specific loan receivables/book debts to the Debenture Trustee over which the charge is created and subsisting by way of hypothecation in favour of the Debenture Trustee (for the benefit of the Debenture Holders) ("**Quarterly Hypothecated Asset Report**") • to add fresh loan assets to the Security Cover to ensure that the value of the Hypothecated Assets is equal to 1.10x (One decimal one zero times) or 110% (One hundred and ten percent) of the aggregate amount of principal, Coupon/ dues outstanding and payable to the

	Debenture Holders where at least 1.10x (One decimal one zero times) or 110% (One hundred and ten percent) of the security cover is from principal receivables. • to replace Hypothecated Assets that have been overdue for more than 90 (Ninety) calendar days with current receivables (i.e., 0 DPD). Such replacement shall be effected within 15 (Fifteen) Business Days of the Hypothecated Assets becoming overdue (by more than 90 (Ninety) calendar days). <u>Eligibility Criteria for the Hypothecated Assets:</u> • the receivables are current/existing at the time of selection and have not been terminated or pre-paid. • the receivables have not been restructured or rescheduled. • all "Know Your Customer" norms have been complied with as prescribed by the Reserve Bank of India. • Every loan originated from the issue proceeds should be originated by the Issuer and not loans purchased from a third party. • Loans constituting the Portfolio must be loans directly originated by the Company and not loans purchased from a third party. • Receivables from related party should not be included. For further details on eligibility criteria, the same is set out in the Hypothecation Agreement.
Transaction Documents	Including but not limited to the following documents: 1. Debenture Trust Deed 2. General Information Dated September 28, 2023 bearing reference no. 1/2023-24/Key Information Document/PAS-4 3. Debenture Trustee Appointment Agreement; 4. Resolutions 5. Hypothecation Agreement; 6. Special Power of Attorney; 7. Such other documents required by the Debenture Trustee.
Conditions Precedent to Disbursement	(i) A certified true copy of the constitutional documents of the Company (being its Memorandum and Articles of Association and Certificate of Incorporation) shall have been submitted to the Debenture Trustee. (ii) All corporate approvals from the Board of Directors and shareholders of the Company, if applicable, shall have been received for the issuance of the Debentures and the execution, delivery and performance by the Company of the Transaction Documents in accordance with the Companies Act, 2013, the Companies (Prospectus and Allotment of Securities) Rules, 2014, the Companies (Share Capital and Debentures) Rules, 2014 and other rules prescribed. (iii) Execution of the Transaction Documents in a form and manner satisfactory to the Debenture Trustee shall have taken place;

	(iv) The Company shall have provided to the Debenture Trustee a certificate from a director/company secretary of the Company certifying that:- a. 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; b. the Company and its Directors have the necessary powers under the Memorandum and Articles of Association of the Company to borrow moneys pursuant to the issuance of the Debentures; c. the borrowing of moneys pursuant to the issuance of the Debentures and creation of Security over the Hypothecated Assets will not cause any limit binding on the Company to be exceeded; d. no consents and approvals are required by the Issuer from its creditors or any Governmental Authority or any other person for the issuance of the Debentures and creation of security under the Hypothecation Agreement; e. no Material Adverse Effect has occurred in the Company, and/or the business of the Company; f. absence of any Event of Default, any potential Event of Default, any force majeure event and any Material Adverse Effect; g. all representations and warranties contained in the Debenture Trust Deed are true and correct in all material respects on and as of the Deemed Date of Allotment, before and after giving effect to the Issue and to the application of the proceeds therefrom; and h. 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. (v) Copy of the e-Form MGT-14 filed with the ROC with respect to the board resolution or shareholders' resolution (as applicable and if required under the Act) passed for the issue of Debentures. (vi) a copy of the rating letter and/or the rating rationale issued by the Rating Agency in relation to the Debentures; (vii) a copy of the consent from the Registrar to act as the Registrar and Transfer Agent for the issue of Debentures;

	(viii) The Company shall have received consent from the Debenture Trustee to act as the Debenture Trustee for the issue of Debentures; (ix) Due execution of the Depository Agreements by, inter-alia, the Depository and the Company; (x) Due execution of the Tripartite Agreement by, inter-alia, the Registrar and Transfer Agent, Depository and the Company; (xi) The Company shall have submitted to the Debenture Trustee, all required documents for the purpose of satisfying its respective KYC requirements; (xii) The Company shall have submitted to the Debenture Trustee, a copy of the in-principle approval provided by the BSE in respect of the listing of the Debentures; (xiii) The Company shall have submitted to the Debenture Trustee, its audited account statements for the most recent financial year; (xiv) The Company shall have submitted to the Debenture Trustee, evidence that the fees, costs and expenses due from the Issuer pursuant to the Transaction Documents prior to execution have been paid to the satisfaction of the Debenture Trustee; (xv) Such other information, documents, certification by Issuer's authorized representatives, opinions and instruments as the Debenture Holders may reasonably request.
Conditions Subsequent to Disbursement	Company shall fulfil each of the following conditions within the stipulated timelines: (i) Certified true copy of the board resolution for the allotment of the relevant Debentures, within 2 (two) Business Days of the Deemed Date of Allotment of Debentures (ii) the Company shall make the application for listing of the Debentures and obtain listing of the Debentures within the time period prescribed under the SEBI Listing Timelines Requirements; (iii) the Issuer shall ensure that the Debentures are credited into the demat account(s) of the Debenture Holders within 2 (two) Business Days Business Days from Deemed Date of Allotment or such time as set out under Listed NCDs Master Circular as amended from time to time. (iv) The Company shall immediately on receipt of funds, take on all necessary steps to, including making all applicable filings in the Registrar of Companies and obtaining all necessary approvals including filing Form PAS 3 along with requisite fee within the timelines prescribed by the Act and Rules thereunder; (v) The Issuer shall have submitted a copy of filed Form CHG-9 (as per the Act) with the relevant Registrar of Companies by the Issuer within 30 (thirty) days of execution of Hypothecation Agreement,

	together with the certificate of registration of charge obtained in relation to the same. (vi) Providing all the necessary assistance to the Debenture Trustee for filing of and registering with the Central Registry under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 for the exercise of the rights, powers and authority hereby conferred on the Debenture Trustee for effecting and perfecting the Security created or purported to be created under each Hypothecation Agreement and for enforcement of such Security within the timeline stipulated under applicable Law. (vii) Copy of Form PAS-5 being maintained by the Issuer in accordance with the Act, where the Issuer has recorded the names of the subscribers to the relevant Debentures within 7 (seven) Business Days of the Deemed Date of Allotment of Debentures. (viii) The Issuer shall provide an end-use certificate from an statutory auditor certifying that funds have been utilized in accordance with Transaction Documents (along with the description of such utilization), within 60 (sixty) days of the Deemed Date of Allotment; (ix) As applicable to the Issuer in accordance with the applicable Law(s), relevant filings in the prescribed form to be made with an information utility registered with the Insolvency and Bankruptcy Board of India in accordance with Section 215 of the Insolvency Code and other regulations including the Insolvency and Bankruptcy Board of India (Information Utilities) Regulations, 2017. (x) The Issuer shall ensure compliance such other condition and provide such other information and documents and execute such documents as are customary for a financing similar to the issuance of the Debentures or as Subscriber may reasonably request or as maybe required under the applicable Law (including without limitation, the Companies Act and any other guidelines/circulars issued by the SEBI and/or RBI).
Events of Default (including manner of voting /conditions of joining Inter Creditor Agreement)	Refer to SECTION 10 (*Key Terms of the Issue*) of this Disclosure Document.
Creation of recovery expense fund	Details and purpose of the recovery expense fund The Issuer shall create and maintain the Recovery Expense Fund up to the amounts prescribed under the Master Circular for Debenture Trustee, in accordance with and within the timelines prescribed in the Master Circular for Debenture Trustee. The Company shall create a Recovery Expense Fund which shall be equal to 0.01% (Zero decimal Zero One percent) of the Issue Size subject to maximum of INR 25 lakhs (Indian Rupees Twenty-Five lakhs) per issuer in the form of cash or cash equivalent(s) (including bank guarantees) maintained with the designated stock exchange.

	The Recovery Expense Fund shall be created to enable the Debenture Trustee to take prompt action in relation to the enforcement of the Security in accordance with the Transaction Documents. The amounts in the Recovery Expense Fund shall be utilised in the manner as may be prescribed by the Debenture Holders by a Special Resolution duly passed at the meeting of the Debenture Holders held in accordance with the provisions set out in the Transaction Documents. On the occurrence of an Event of Default, if the Security is proposed to be enforced, the Debenture Trustee shall follow the procedure set out in the Master Circular for Debenture Trustee for utilisation of the Recovery Expense Fund.
Conditions for breach of covenants (as specified in Debenture Trust Deed)	Refer to Section 10 (*Key Terms of the Issue*) of this Disclosure Document
Provisions related to Cross Default Clause	Refer to Section 10 (*Key Terms of the Issue*) of this Disclosure Document
Role and Responsibilities of Debenture Trustee	Refer to Section 10 (*Key Terms of the Issue*) of this Disclosure Document
Risk factors pertaining to the issue	Refer to Section 4 (*Risk Factors)* of the Key Information Document
Governing Law and Jurisdiction	The Transaction Documents shall be governed by and will be construed in accordance with the Indian laws and any disputes arising there from shall be subject to the jurisdiction of appropriate courts and tribunals at Chennai and as more particularly provided for in the respective Transaction Documents.
Delay in Listing	In accordance with the SEBI NCS Listing Regulations read together with the Listed NCDs Master Circular, the Company confirms that in the event there is any delay in listing of the Debentures beyond 3 (Three) trading days from the date of closure of the issue for the Debentures, the Company (i) will pay to the Debenture Holders, penal interest of 1% (one percent) per annum over the Interest Rate for the period of delay from the Deemed Date of Allotment until the listing of the Debentures is completed.
Buyback	Issuer can buy back Debentures subject to applicable Law and as per the Transaction documents.

Notes:

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

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

c. *The issuer shall provide granular disclosures in their issue 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".*

The Issue proceeds will be utilized for onward lending purposes.

d. While the debt securities are secured to the tune of 110% of the principal and interest amount or as per the terms of offer document/ General Information Document Dated September 28, 2023 bearing reference no. 1/2023-24/ this Key Information Document, in favour of Debenture Trustee, it is the duty of the Debenture Trustee to monitor that the security is maintained.

e. 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.

f. Before making the application for listing of debt securities, the Issuer shall create charge as specified in the Debenture Trust Deed / Key Information Document, in favour of the debenture trustee and also execute debenture trust deed (DTD) with the Debenture trustee. The Stock Exchange(s) shall list the debt securities only upon receipt of a due diligence certificate as per format specified in NCS Listing Regulations from debenture trustee confirming creation of charge and execution of the Debenture Trust Deed. The charge created by Issuer shall be registered with Sub-registrar, Registrar of Companies, CERSAI, Depository etc., as applicable, within 30 days of creation of such charge. In case the charge is not registered anywhere or is not independently verifiable, then the same shall be considered a breach of covenants/ terms of the issue by the Issuer.

g. The Issuer reserves the right to make multiple issuances under the same ISIN. Any 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.

SECTION 9 DISCLOSURE PERTAINING TO WILFUL DEFAULT

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

a) Name of the bank declaring the entity as a willful defaulter:
Not applicable

b) The year in which the entity is declared as a willful defaulter:
Not applicable

c) Outstanding amount when the entity is declared as a willful defaulter:
Not applicable

d) Name of the entity declared as a willful defaulter:
Not applicable

e) Steps taken, if any, for the removal from the list of willful defaulters:
Not applicable

f) Other disclosures, as deemed fit by the issuer to enable Investors to take informed decisions:
Not applicable

g) Any other disclosure as specified by the Board:
Not applicable

SECTION 10 KEY TERMS OF THE ISSUE

10.1 AFFIRMATIVE COVENANTS

(a) ***Utilization of the issue proceeds***

The Company shall utilize the proceeds of this issue in accordance with applicable Law and regulations and as provided in this Key Information Document;

(b) ***Amendment of Articles of Association***

Issuer has amended and incorporated provisions in their Articles of Association, authorizing the Debenture Trustee to appoint a nominee director on the board of directors of the Company as per Clause 15 (1)(e) of the Securities and Exchange Board of India (Debenture Trustee) Regulations, 1993 and Rule 18(3) (e) of Companies (Share Capital and Debentures) Rules, 2014 by September 30, 2023 as specified SEBI Listed Debentures Circulars and Regulations;

(c) ***Notice of winding up or other legal process***

Company shall promptly inform the Debenture Trustee if it has notice of any application for winding up having been made or any statutory notice of winding up under the provisions of the Act or any other notice under any other statute relating to winding up or otherwise of any suit or other legal process intended to be filed or initiated against the Company which will have a Material Adverse Effect;

(d) ***Loss or damage by uncovered risks***

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

(e) ***Costs and expenses***

Company shall pay all costs, charges and expenses in any way incurred by the Debenture Trustee towards protection of 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 Company before they are incurred and shall not include any foreign travel costs;

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

Company shall punctually pay all rents, royalties, taxes, rates, levies, cesses, assessments, impositions and outgoings, governmental, municipal or otherwise imposed upon or payable by the Company as and when the same shall become payable and when required by the Debenture Trustee produce the receipts of such payment and also punctually pay and discharge all debts and obligations and liabilities which may have priority over the Debentures and observe, perform and comply with all covenants and obligations which ought to be observed and performed by the Company under the Debenture Trust Deed;

(g) ***Preserve corporate status; authorisations***

Company shall

(i) diligently preserve and maintain its corporate existence and status and all rights, contracts privileges, franchises and concessions now held or hereafter acquired by it in the conduct of its business and comply with each and every term of the said franchises and concessions and all acts, authorizations, consents, permissions, rules, regulations, orders and directions of any legislative, executive, administrative or judicial body applicable to its Assets or any part thereof PROVIDED THAT the Company may contest in good faith the validity of any such acts, rules, regulations, orders and directions and pending the determination of such contest may postpone compliance therewith if the rights enforceable under the Debentures are not thereby materially endangered or impaired. The Company will 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 principal of or interest on the Debentures might or would be hindered or delayed;

(ii) conduct its business with due diligence and efficiency and in accordance with sound technical, managerial and financial standards and business practices with qualified and experienced management and personnel; and

(iii) promptly obtain all consents and authorizations as maybe necessary for performing its obligations in relation to the issue of the Debentures.

(h) ***Pay stamp duty***

Company shall pay all such stamp duty (including any additional stamp duty), other duties, taxes, charges and penalties, if and when the Company may be required to pay according to the applicable Laws and in the event of the Company failing to pay such stamp duty, other duties, taxes and penalties as aforesaid, the Debenture Trustee will be at liberty (but shall not be bound) to pay the same and the Company shall reimburse the same to the Debenture Trustee on demand;

(i) ***Furnish information to trustee***

Company shall give to the Debenture Trustee or its nominee(s)/ agent(s) such information/copies of relevant extracts as they shall require as to all matters relating to the business of the Company or any part thereof and to investigate the affairs thereof and the Company shall allow the Debenture Trustee to make such examination and investigation as and when felt necessary and shall furnish him with all such information as they may require and shall pay all reasonable costs, charges and expenses incidental to such examination and investigation;

(j) ***Grievance***

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

(k) ***Specific Information to be provided to the Debenture Trustee***

Company shall inform and provide the Debenture Trustee with applicable documents in respect of the following:

(i) notice of any Event of Default or potential Event of Default, each as listed in **Schedule XI** (*Events of Default*) of the Debenture Trust Deed;

(ii) periodic review of the ratings obtained by the Company by the credit rating agencies and any revision in the rating as per the Listing Regulations;

(iii) details of any material litigation, arbitration or administrative proceedings, etc. including those that are required to be disclosed to the Debenture Trustee which could have Material Adverse Effect;

(iv) any and all information required to be provided to the stock exchange under the Listing Regulations; and

(v) the declaration or distribution of dividend.

(l) ***Comply with Investor Education and Protection Fund requirements***

Company shall comply with the provisions of the 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;

(m) ***Further assurances***

Company shall

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

(ii) furnish to the Debenture Trustee details of all grievances received from the Debenture Holders and the steps taken by the Company to redress the same. At the request of any Debenture Holder, the Debenture Trustee shall, by notice to the Company call upon the Company to take appropriate steps to redress such grievance and the Company shall comply with the instructions of the Debenture Trustee issued in this regard; and

(iii) 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 Debenture Trust Deed or to ensure the legality, validity, enforceability or admissibility in evidence in India of the Debenture Trust Deed.

(iv) comply with:

(A) all Laws, rules, regulations and guidelines (including but not limited to environmental, social and taxation related Laws), as applicable in respect of the Debentures and obtain such regulatory approvals as may be required from time to time, including but not limited to SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, SEBI NCS Listing Regulation and the provisions of the listing agreement entered into by the Company with the BSE in relation to the Debentures;

(B) the Securities and Exchange Board of India (Debenture Trustee) Regulations, 1993 as in force from time to time, in so far as they are applicable to the Debentures 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 thereof in performance of their duties in accordance therewith to the extent applicable to the Debentures;

(C) the provisions of the Act in relation to the issue of the Debentures;

(D) procure that the Debentures are rated and continued to be rated until the redemption of the Debentures;

(E) The Company shall 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 Company shall do so in the manner that is most tax efficient for the Debenture Holders (including withholding tax benefit) but without, in any way, requiring the Company to incur any additional costs, expenses or taxes and the Company shall avail of all the benefits available under any treaty applicable to the Company and/or the Debenture Holders; and

(F) all Laws, rules, regulations and guidelines as applicable in respect of foreign investors (if any).

(n) ***Security***

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

(i) the Debentures shall be secured with first ranking exclusive continuing security by way of a first ranking exclusive charge on the Hypothecated Assets in favour of the Debenture Trustee for the benefit of the Debenture Holders;

(ii) that all the Hypothecated Assets that shall be charged to the Debenture Trustee under the Hypothecation Agreement shall always be kept distinguishable and held as the exclusive property of the Company specifically appropriated to this security and be dealt with only under the directions of the Debenture Trustee. The Company shall not create any charge, lien or other encumbrance upon or over the same or any part thereof except in favour of the Debenture Trustee nor suffer any such charge, lien or other encumbrance or any part thereof nor do or allow anything that may prejudice this security and the Debenture Trustee shall be at liberty to incur all costs and expenses as may be necessary to preserve this security and to maintain the same undiminished and claim reimbursement thereof;

(iii) shall, on the First Security Cover Determination Date and at all times thereafter, ensure that the Security Cover Ratio is maintained and towards this end, it shall on or before each Quarterly Security Cover Determination Date, Top-up the Hypothecated Assets with additional Receivables and/or Replace any Receivables constituting the Hypothecated Assets in accordance with the Hypothecation Agreement so as to ensure that Security Cover Ratio is maintained at all times from the First Security Cover Determination Date until the redemption of the Debentures in full and perfect the first ranking and exclusive charge of the Debenture Trustee over such modified Hypothecated Assets by filing Form CHG-9 with the concerned ROC and the required filing with the Central Registry in relation thereto as soon as practicable and no later than 30 (thirty) days therefrom;

(iv) shall, on the First Security Cover Determination Date and every Quarterly Hypothecated Asset Reporting Date, as also whenever required by the Debenture Trustee, give full particulars to the Debenture Trustee of all the Hypothecated Assets from time to time and shall furnish and verify all

statements, reports (including Monitoring Reports as prescribed in the Hypothecation Agreement), returns, certificates and information from time to time and as required by the Debenture Trustee and furnish and execute all necessary documents to give effect to the Hypothecated Assets;

(v) the security interest created on the Hypothecated Assets shall be a continuing security until the Final Redemption Date until all Payment Obligations are fulfilled to the satisfaction of the Debenture Trustee as described in the Hypothecation Agreement and other Transaction Documents;

(vi) the Hypothecated Assets shall satisfy the eligibility criteria set out in **Schedule XII** (*Eligibility Criteria*) of the Debenture Trust Deed; and

(vii) 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 Financial Indebtedness or liability of the Company to the Debenture Trustee and/ or the Debenture Holders;

(viii) (viii) the Debenture Holders shall have a beneficial interest in the Hypothecated Assets of the Company which have been charged to the Debenture Trustee to the extent of the Outstanding Principal Amounts of the Debentures under this Deed.

(o) ***Filings***

If the Debentures are listed, the Company shall file with the BSE such information as required under Chapter V of SEBI (Listing Obligations and Disclosure Requirements) Regulation, 2015;

(p) ***Amounts to be reimbursed to the Debenture Trustee***

Company shall, 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;

(q) ***Delay in Security Creation***

Company shall in the event of any delay in the creation of first ranking and exclusive charge over the Hypothecated Assets within the timelines stipulated in the Hypothecation Agreement or in the event the Security Cover Ratio is not met on or prior to the First Security Cover Determination Date, the Company will, at the option of the Debenture Holders, either:

(i) refund the Application Money as set out in Clause 2.5 of the Debenture Trust Deed, to the Debenture Holders; or

(ii) pay to the Debenture Holders additional interest at Default Interest Rate on the Outstanding Principal Amounts from the Deemed Date of Allotment till the creation of first ranking and exclusive charge over the Hypothecated Assets pursuant to the terms of the Hypothecation Agreement such that the Security Cover Ratio is met.

(r) ***Books of Account***

Company shall maintain proper books of account as required by the Act and therein make true and proper entries of all dealings and transactions of and in relation to the Hypothecated Assets and the business of the Company and keep such books of account and all other books, registers and other documents relating to the

affairs of the Company at its registered office or, where permitted by Law, at other place or places where the books of account and documents of a similar nature may be kept. The Company will ensure that all entries in the same relating to the Hypothecated Assets and the business of the Company shall at all reasonable times be open for inspection of the Debenture Trustee and such person or persons as the Debenture Trustee shall, from time to time, in writing for the purpose, appoint;

(s) ***Material Adverse Effect***

Company shall promptly inform the Debenture Trustee in writing of the occurrence of any, or the occurrence of any event that is likely to have a, Material Adverse Effect, together with explanation of the reasons thereof;

(t) ***Insurance***

Company shall maintain insurances on and in relation to its business and assets with insurance companies against those risks and to the extent as is usual for companies carrying on the same or substantially similar business and any other insurances as may be required by Law and ensure that all premiums are paid on time and other obligations of the Company under the insurance policies are duly complied with;

(u) ***Corporate Governance***

(i) the Company shall maintain the highest standards of corporate governance in accordance with the NBFC Master Directions;

(ii) shall at all times until the redemption of all outstanding Debentures, ensure that there is at least 1 (one) independent director;

(iii) the Company shall at all times comply with the Digital Lending Guidelines dated September 2, 2022 issued by the RBI; and

(iv) the Company shall at all times comply with the NBFC Master Directions.

(v) ***General***

(i) the Company shall perform all of its obligations under the terms of the Transactions Documents and maintain in full force and effect each of the Transaction Documents;

(ii) the Company shall promptly pay and discharge all its financial obligations and regularly make all payments due and payable by the Company, including but not limited to taxes and also such payment due and payable under or in respect of the Issue or any documents executed in connection there with;

(iii) the Company shall give the Debenture Trustee any information, relating to the business, property, affairs of the Company, that materially impacts the interests of the Debenture Holders;

(iv) the Company shall comply with the 'Guidelines on Fair Practices Code for Non-Banking Financial Companies' as prescribed by the RBI from time to time;

(v) the Company shall promptly inform the Debenture Trustee of any change in its name, any change in the composition of its board of directors except independent directors and

(vi) the Company shall at all times act and proceed in relation to its affairs and business in compliance with applicable Law.

(w) ***Access***

Company shall permit the Debenture Trustee (and the Debenture holders) and/or accountants or other professional advisers and contractors appointed by the Debenture Trustee access at all reasonable times and on reasonable notice of the Company to:

(i) check the management of the funds made available through subscription to the Debentures;

(ii) inspect and take copies and extracts from the books, accounts and records of the Company;

(iii) the Company shall obtain, comply with and maintain all necessary licenses / authorisations;

(iv) visit and inspect the premises of the Company; and

(v) meet and discuss matters with senior management employees of the Company.

(x) ***Conditions Subsequent***

Company shall comply with the conditions stipulated in **Schedule VI** (*Conditions Subsequent*) of the Debenture Trust Deed;

(y) ***Financial Covenants***

Company shall comply with the financial covenants stipulated in **Schedule IX** (*Financials Covenants*) of the Debenture Trust Deed;

(z) ***Issue Terms and Conditions***

At all times during the term of these presents comply with each of the Issue Terms and Conditions;

(aa) ***Internal Controls***

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

(bb) ***Information to Debenture Trustee***

The Company shall promptly provide all assistance, documents and information to the Debenture Trustee as may be required by it to enable the Debenture Trustee to fulfill its obligations as may be required by SEBI from time to time.

10.2 NEGATIVE COVENANTS

Without the prior written consent of the Debenture Trustee (approval of Majority Debenture Holders) the Company shall not take any action/ permit any action to be taken in relation to the items set out herein.

The Debenture Trustee may approve any application for consent/waiver in respect of any of the negative covenants set out under this Schedule VIII, *(except for the following (d) Dividend; (i) Loans and guarantees; (j) Arm's length basis; No profit-sharing arrangements; (n) Disposal of assets and (q) Related party transactions)* if Debenture Holders' representing more than 51% (fifty one percent) of the Outstanding Principal Amounts of the Debentures provide their consent, within a period of 15 (fifteen) Calendar Days from the date of receipt of such request/notification from the Debenture Trustee. Where the aforementioned approval or rejection has not been provided within the aforementioned time period of 15 (fifteen) Calendar Days from the date of receipt of such request/notification from the Debenture Trustee, consent for such action shall be deemed and the Company may proceed with the action for which the consent/waiver has been requested. It is further clarified that with respect to *(d) Dividend; (i) Loans and guarantees; (j) Arm's length basis; No profit-sharing arrangements; (n) Disposal of assets and (q) Related party transactions)* prior written consent of the Debenture Trustee (approval of Majority Debenture Holders) is required for taking any actions by the Company subject to exception provided thereunder and deemed consent is not applicable to the same. However, on an Event of Default, breach of terms of Transaction Documents/Covenants, deemed consent as stated above shall not be applicable and the consent of the Debenture Holders/ Debenture Trustee shall be obtained as per the applicable SEBI regulation, SEBI Operating Circulars, SEBI Debenture Trustee Circular and any amendments from time to time and in terms of process set out Section 6 (Provisions of the Meeting of Debenture Holders) and the Debenture Trust Deed.

(a) ***Change of business;***

Change the general nature of its business (save and except other than in ordinary course of business) from that which is permitted by the RBI. The Issuer shall not undertake any new major new business outside financial services or any diversification of its business outside financial services, without approval of Majority Debenture Holders.

(b) ***Change in constitutional documents***

Change or make any alteration to its Constitutional Documents where such amendment in the opinion of the Debenture Trustee would result in a Material Adverse Effect without prior consent of the Debenture Trustee, including except the change is in authorized share capital or any change pursuant to Restructuring.

(c) ***Change in shareholding***

1. Any change in shareholding pattern in the Issuer after Restructuring will require prior written consent of the Debenture Holders.

2. Exit of Mr. Madhusudan Ekambaram, Mr. Krishnaswamy Karthikeyan and Mr. Vivek Veda from the management without prior written consent from the Debenture Trustee.

3. Mr. Madhusudan Ekambaram and Mr. Krishnaswamy Karthikeyan (collectively "**Key Shareholders**") shall not sell, transfer or encumber the shares of the Issuer held by them respectively without the prior written consent of the Debenture Trustee after Restructuring.

4. The Company will not purchase or redeem any of its issued shares or reduce its share capital without the Debenture Trustees' prior written consent, except in case of Restructuring;

5. Mr. Madhusudan Ekambaram and Mr. Krishnaswamy Karthikeyan shall continue to maintain executive position.

6. Mr. Madhusudan Ekambaram and Mr. Krishnaswamy Karthikeyan shall not grant in favour of any other Person, (i) any direct or indirect interest in or any option in relation to their shareholding in the Issuer post Restructuring; or (ii) the right to exercise any call / put option in relation to their shareholding in the Issuer, without the prior written consent of the Debenture Trustee after Restructuring.

7. Mr. Madhusudan Ekambaram and Mr. Krishnaswamy Karthikeyan shall not pledge, charge or create any security interest and/or lien or encumbrance of any nature directly or indirectly over their shareholding in the Issuer in favour of any other person, without the prior written consent of the Debenture Trustee after Restructuring

(d) ***Dividend***

Declare or pay any dividend or make any distributions on its share capital (other than dividends or distributions payable on shares of the Company), unless:

(i) the proposed payment or distribution is out of net income of the current Financial Year (excluding any amount resulting from the revaluation of any of the Company's assets);

(ii) no Event of Default has occurred and is then continuing, or could occur or is reasonably likely to occur, as a result of such payment or declaration of any dividend or distribution and after giving effect to any such action;

(iii) the Company is in compliance with the financial covenants set forth in **Schedule IX** (*Financial Covenants*) of the Debenture Trust Deed; and

(iv) the Company has paid or made satisfactory provision for the payment of the installments of principal and interest due on the Debentures.

(e) ***Merger, consolidation, etc.***

Undertake or permit any mergers and Acquisitions, restructuring, amalgamation without approval of majority Debenture Holders over and above 10% of the Net worth of the Issuer in a financial year.

The Issuer shall not, without the prior approval of Debenture Holders, enter into any transaction of merger, de-merger, consolidation, re-organization, scheme of arrangement or compromise with its creditors or shareholders or effect any scheme of amalgamation or reconstruction; provided however that this restriction shall not apply in the event that the compliance with this restriction would result in the Issuer defaulting in relation to any of its Payment Obligations in relation to the Debentures.

Provided that the Issuer has been allowed to proceed with the relevant actions as part of a larger exercise of Restructuring to be entered by the Issuer and its holding Company, after requisite approvals from existing stakeholders.

(f) ***Associates, Subsidiaries, and Joint Ventures***

Dispose of, acquire or incorporate any associates (as defined in the Act), subsidiary (as defined in the Act) or joint ventures which are likely to have Material Adverse Effect.

(g) ***Acquisition***

Acquire, without the prior written consent of the Majority Debenture Holders, any company, business or undertaking if the amount of the acquisition cost is likely to have Material Adverse Effect, whether paid by cash or otherwise.

(h) ***Joint Venture***

Without the prior written consent of the Majority Debenture Holders:

(i) acquire (or agree to acquire) any shares, stocks, securities or other interest in any joint venture; or

(ii) transfer any Hypothecated Assets or lend to or guarantee or indemnify or give security for the obligations of a joint venture (or agree to transfer, lend, guarantee, indemnify or give security for the obligations of a joint venture).

(i) ***Loans and Guarantees***

The Company shall not directly or indirectly lend to any of its group companies, or Founders, or any Related Parties; or directly or indirectly lend to any of its group companies other than in the ordinary course of business and at arm's length basis;

(j) ***Arm's length basis; No profit-sharing arrangements***

The Company shall not, without the prior written consent of the Majority Debenture Holders:

(i) enter into any transaction with any person or enter into or continue business relations with its shareholders, employees, affiliate(s), holding company(ies), and/or subsidiary(ies) except on proper commercial terms negotiated on an arm's length basis;

(ii) enter into or establish any partnership, profit sharing, royalty agreement or other similar other arrangement whereby the Company's income or profits are, or might be, shared with any other person other than in the ordinary course of business; or

(iii) enter into any management contract or similar arrangement whereby its business or operations are managed by any other person.

(k) ***Immunity***

Claim any immunity or limitation of liability against any Payment Obligations arising towards the Debenture Holders.

(l) ***Liabilities***

Incur, create, assume, or allow any Financial Indebtedness that ranks prior to the Debentures or subordinates the Debentures.

(m) ***Buy-back***

Issuer shall not, without the prior written consent of the Debenture Trustee, redeem, purchase, buyback, defease, retire, return or repay any of its equity share capital or resolve to do so except in case of Restructuring.

(n) ***Disposal of Assets***

Issuer shall not dispose of its assets or compromise with any of its creditors without the prior written consent of the Debenture Holders, except in the ordinary course of and pursuant to the reasonable requirements of the Issuer's business and upon fair and reasonable terms. Provided that Issuer shall at all times ensure that sufficient assets (in form of loans or other assets as maybe assigned as part of this issue) are maintained by it to cover the Payment Obligations in respect of the Debentures.

Issuer shall not, without the prior written consent of the Debenture Trustee, make any sale of assets/business/division that has the effect of exiting the business or re-structuring of the existing business (other than the Restructuring).

(o) ***Material compromise or Settlement***

Enter into material compromise or arrangement or settlement with any of its creditors (secured and unsecured) that would prejudicially affect the interest of the Debenture Holders.

(p) ***Anti-money laundering***

Permit any of the Debenture proceeds to be used to fund any form of violent political activity, terrorists or terrorist organizations, nor any money laundering process or scheme to disguise illegally obtained funds, nor any other criminal activity including arms sales, drug trafficking, robbery, fraud or racketeering.

(q) ***Related Party Transactions***

The Issuer shall not without the prior written intimation to the Debenture Trustee (i) enter into any related party transaction(s) whereby the overall outstanding amount owed to the Issuer under all such related party transactions exceeds 10.00% (Ten Point Zero Zero percent) of its net worth, or (ii) provide any guarantee for any indebtedness of a related party. The Debenture Trustee shall be granted access to any reasonable additional information that it deems necessary to monitor and evaluate this covenant. For the purposes of this clause, the terms 'net worth' and 'related party' shall respectively have the meaning ascribed to them in sections 2 (57) and 2 (76) of the Companies Act, 2013 (and the Rules framed thereunder). This clause shall however not be applicable to transactions with Finnovation Tech Solutions Private Limited which are in the ordinary course of business.

(r) ***Financial Year***

Company shall not change its financial year-end from 31st March (or such other date as may be approved by Majority Debenture Holders) without the prior written consent of the Debenture Trustee.

(s) Breach

The Issuer shall not breach or violate any covenant/ warranty/ representation as maybe contained in any other loan/ facility agreement executed between the Issuer and Debenture Holder.

(s) ***Others***

Without prejudice to Clause (c) (*Change in shareholding of key shareholders*) of this **Schedule VII** (*Negative Covenants*), permit sale/ transfer/ disposal of (i) equity shares of the Company, or (ii) permit the Founder(s) to exit from management activities in relation to the Company.

10.3 FINANCIAL COVENANTS

The Company shall comply with each of the following financial covenants at all times until the redemption of all outstanding Debentures:

(a) Minimum capital ratio of Tier I Capital and Tier II Capital to aggregate risk weighted assets on-balance sheet and of risk adjusted value of off-balance sheet items shall not be less than 20.00% (Twenty Point Zero Zero percent) or as per the regulatory minimum prescribed by the Reserve Bank of India under the NBFC Master Directions, whichever is higher.

(b) For the purpose of calculation of minimum capital ratio:
   (i) first loss credit enhancements provided by the Issuer on securitization shall be reduced from Tier I Capital and Tier II Capital without any ceiling.
   (ii) credit enhancements provided by the Issuer on loans originated on behalf of other institutions shall be reduced from Tier I Capital and Tier II Capital without any ceiling. The deduction shall be made at 50 per cent from Tier I Capital and 50 per cent from Tier II Capital.
   (iii) It is also clarified that in computing the amount of subordinated debt eligible for inclusion in Tier II Capital, the aforementioned subordinated debt shall be subject to discounting as prescribed by RBI.

(c) Cumulative Asset Liability mismatch** should always be positive in all the buckets up to 1 year.

(d) Maximum permissible ratio of sum of the Par > 90 and writeoffs (on the Issuer's entire portfolio including receivables sold or discounted on a non-recourse basis) to Trailing Twelve Months Disbursements shall be 6.00% (Six Point Zero Zero percent), write-offs would be calculated for trailing twelve months.

(e) Maximum permissible ratio of Par > 90 net off Loan Loss Provisions (on the Issuer's entire portfolio including receivables sold or discounted on a non-recourse basis) to Asset Under Management (AUM) shall be 4.00% (Four Point Zero Zero percent).

(f) Maximum permissible ratio of Financial Indebtedness to Tangible Networth shall be 4.00x (Four Point Zero Zero times).

** - Not more than 50% of the CC / OD / Working capital borrowings that are captured in the less than 1 year bucket will be assumed to be renewed for the purpose of this cumulative ALM mismatch covenant.

For the purpose of aforementioned Financial Covenants, following terms shall have the following meanings:

Portfolio at Risk greater than 90 days or **PAR > 90** shall mean, in a district or a branch or on the Issuer's Gross Loan Portfolio at any point of time, as the case may be, the outstanding principal value of the Issuer's portfolio that has one or more instalments of principal, interest, penalty interest, fee or any other expected payments overdue for 90 days or more and includes restructured loans.

Tangible Networth means, with respect to any person, the amount paid up on such person's issued equity share capital, compulsorily convertible instruments and any amount standing to the credit of its reserves, less equity or equity-like investments, goodwill, deferred tax assets and other intangible assets

Gross Loan Portfolio means and includes the outstanding principal amounts of the loans originated by the Issuer on its own books, securitized portfolio as well as loans originated on behalf of other entities by entering into partnership agreements but not included on the Issuer's own book

Loan Loss Provisions means the outstanding provision in the balance sheet of the Issuer pertaining to on book and securitised book assets to provide for potential losses.

All financial covenants would be tested on a quarterly basis i.e. as on 31st March, 30th June, 30th September and 31st December every year, starting from 31 December, 2023, on consolidated and standalone balance sheet till the redemption of the Debentures. Without prejudice to its other rights under the Facility Documents, Debenture Holders reserves the right to levy a penalty of a sum equivalent to 1% (One percent) of the amount outstanding on the Issuer in the event of breach of any of the Financial Covenants, if such breach is not cured within 30 (thirty) days. Such penalty amount shall be paid within 30 (thirty) calendar days from the date of such breach.

The financial covenants shall be certified by the Company within 60 (Sixty) calendar days from the end of each financial quarter.

10.4 REPORTING COVENANTS

Company shall provide or cause to be provided to the Debenture Trustee (and to the Debenture Holders if so requested), in form and substance reasonably satisfactory to the Debenture Trustee, each of the following items:

(a) Monthly Reports

i. Provide on a monthly basis: (i) debt profile (ii) provisional portfolio cut (iii) collection efficiency.

(b) Quarterly Reports

1. As soon as available and in any event within 45 (Forty-Five) calendar days after the end of each quarterly reporting period of the Company, the quarterly reporting required and in form and substance satisfactory to the Debenture Trustee and the Debenture Holders. Such reporting will include information detailing:

(i) Unaudited Financial Statements with notes to accounts;

(ii) the shareholding structure and composition of the board of directors in the Company;

(iii) if applicable, the financial and other returns filed by the Company with the RBI (including without limitation, the form NBS 7 filed with the RBI);

(iv) a compliance certificate confirming compliance with the financial covenants set forth in **Schedule IX** (*Financial Covenants*) of the Debenture Trust Deed signed by a Director or the Chief Financial Officer or authorised signatory of the Company in the form and substance reasonably satisfactory to the Debenture Trustee and the Debenture Holders;

(v) The Company shall furnish quarterly report to the Debenture Trustee containing the following particulars:

i. Updated list of the names and addresses of the Debenture Holders.

ii. Details of the Interest due, but unpaid and reasons thereof.

iii. The number and nature of grievances received from the Debenture Holders and (A) resolved by the Company (B) unresolved by the Company and the reasons for the same.

iv. A statement that the Hypothecated Assets is sufficient to discharge the claims of the Debenture Holders as and when they become due

v. Information on:

(a) any changes in the accounting policy of the Company from that followed as on the Deemed Date of Allotment;

(b) All data required for covenant testing including restructured POS, TTM Write-off, borrowing profile sheet, CRAR, contingent liabilities;

(c) Latest ALM details;

(d) List of Lenders and Loan / NCD profile;

(e) Portfolio cuts including number of loans & PAR data in the agreed format;

(f) such other information, as may be required by the Debenture Trustee;

(g) Change in senior management officials (any CXO or equivalent); and

(h) Any other financial / operational data as may reasonably be required by the Debenture Holder/s.

2. On each Quarterly Reporting Date provide a list of Hypothecated Assets and ensure that Security Cover is maintained and be tested on a Quarterly basis for each quarter.

(a) Annual Reports

Provide annual reports with independent auditors report and audited financial statements within 180 (One Hundred and Eighty) calendar days from the end of each financial year.

(b) Event Based Reports

(i) The Company shall provide/cause to be provided information to the Debenture Trustee (and to the Debenture Holders, if so requested) as soon as practicable, and in any event within 10 (ten) Business Days from the occurrence of such event:

a. any change in the shareholding structure of the Company, in form and substance satisfactory to the Debenture Trustee and the Debenture Holders;

b. Any change in board composition as a result of fresh equity infusion;

c. the Company obtains or reasonably should have obtained actual knowledge thereof, notice of any dispute, litigation, investigation or other proceeding affecting the Company or its property or operations, which, if adversely determined, could result in a Material Adverse Effect;

d. the Company obtains actual knowledge thereof, notice of the occurrence of any Event of Default or potential Event of Default, specifying the nature of such event and any steps the Company is taking and proposes to take to remedy the same;

e. the Company makes any prepayment or receives a notice of any prepayment of any Financial Indebtedness of the Company;

f. Any fraud amounting to more than 2% of Gross Loan Portfolio;

g. the Company alters its Constitutional Documents;

h. the Company obtains or reasonably should have obtained actual knowledge thereof, notice of the occurrence of any event or circumstance that could reasonably be expected to result in a Material Adverse Effect;

i. Any change in the Articles as a result of amendments in the shareholders' agreement entered with any shareholder/investor, equity infusion in the Company; provided that such amendment(s) are not prejudicial to the interest of the Debenture Holder of this Issue;

j. any notice of any application for winding up having been made or receipt of any statutory notice of winding up under the provisions of the Act or any other notice under any other law or otherwise of any suit or legal process intended to be filed and affecting the title to the property of the Company; and

k. Application of insolvency petition under bankruptcy code/ NCLT by the Issuer.

(c) **Disclosures under SEBI Listed Debentures Circulars and Regulations**

The Company shall disclose all such information to the Debenture Trustee under applicable Laws and shall file with the BSE all such information as required under SEBI Listed Debentures Circulars and Regulations.

10.5 RESPONSIBILITIES OF THE TRUSTEE

In addition to the other powers conferred on the Debenture Trustee and provisions for their protection and not by way of limitation or derogation of anything contained in this Deed or of any statute limiting the liability of the Debenture Trustee, IT IS EXPRESSLY DECLARED as follows:

(a) the Debenture Trustee may, in relation to these presents, act on the opinion or advice of or any information obtained from any solicitor, counsel, advocate, valuer, surveyor, broker, auctioneer, qualified accountant or other expert whether obtained by the Company or by the Debenture Trustee or otherwise;

(b) the Debenture Trustee shall be the attorney of the Company and shall have the right to execute, sign and do any deeds, documents, assurances, acts and things in the name and on behalf of the Company, which shall in the opinion of the Debenture Trustee be necessary or expedient that the Company should execute, sign and do for the purpose of carrying out any of the trusts or obligations declared or imposed upon the Debenture Trustee;

(c) the Debenture Trustee is not permitted to release / exclude any part of the Hypothecated Assets temporarily or permanently from the security created / to be created for the Debentures except in accordance with a Majority Resolution;

(d) subject to the approval of the Debenture Holders by way of Majority Resolution passed at a meeting of Debenture Holders held for determining the liability of the Debenture Trustee, the Debenture Trustee shall, as regards all trusts, powers, authorities and discretions, have absolute and uncontrolled discretion as to the exercise thereof and to the mode and time of exercise thereof and in the absence of any fraud, gross negligence, willful misconduct or breach of trust shall not be responsible for any loss, costs, charges, expenses or inconvenience that may result from the exercise or non-exercise thereof and in particular they shall not be bound to act at the request or direction of the Debenture Holders under any provisions of these presents unless sufficient monies shall have been provided or provision to the satisfaction of the Debenture Trustee made for providing the same and the Debenture Trustee are indemnified to their satisfaction against all further costs, charges, expenses and liability which may be incurred in complying with such request or direction;

(e) with a view to facilitating any dealing under any provisions of these presents the Debenture Trustee shall have full power to consent (where such consent is required) to a specified transaction or class of transactions conditionally;

(f) the Debenture Trustee shall not be responsible for the monies paid by Applicants for the Debentures;

(g) without prejudice to the rights to indemnity by Law given to the Debenture Trustee, the Debenture Trustee and every receiver, attorney, manager, agent or other person appointed by them shall, subject to the provisions of the Act, be entitled to be indemnified by the Company in respect of all liabilities and expenses incurred by them or him in the execution or purported execution of the powers and trusts thereof and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted and the Debenture Trustee may retain and pay out of any monies in their hands the amount of any liabilities and expenses necessary to effect such indemnity and also remuneration of the Debenture Trustee as herein provided or otherwise howsoever arising out of or in connection with these presents or the issue of the Debentures;

(h) the Debenture Trustee shall have full power to determine all questions and doubts arising in relation to any of the provisions hereof and every such determination bonafide made (whether or not the same shall relate wholly or partially to the acts or proceedings of the Debenture Trustee) in the absence of any fraud, gross

negligence, willful misconduct or breach of trust, shall be conclusive and binding upon all persons interested hereunder;

(i) subject to the approval of the Debenture Holders by way of Majority Resolution passed at a meeting of Debenture Holders held for determining the liability of the Debenture Trustee, the Debenture Trustee, except for any fraud, gross negligence, willful misconduct or breach of trust, shall not be liable for any default, omission or delay in performing or exercising any of the powers or trusts herein expressed or contained or any of them or in enforcing the covenants herein contained or any of them or in giving notice to any person or persons of the execution hereof or in taking any other steps which may be necessary, expedient or desirable or for any loss or injury which may be occasioned by reason thereof unless the Debenture Trustee shall have been previously requested by notice in writing to perform, exercise or do any of such steps as aforesaid given in writing by the Majority Debenture Holder(s) or by a Majority Resolution duly passed at a meeting of the Debenture Holders and the Debenture Trustee shall not be bound to perform, exercise or do any such acts, powers or things or to take any such steps unless and until sufficient moneys shall have been provided or provision to the satisfaction of the Debenture Trustee made for providing the same by or on behalf of the Debenture Holders or some of them in order to provide for any costs, charges and expenses which the Debenture Trustee may incur or may have to pay in connection with the same and the Debenture Trustee are indemnified to their satisfaction against all further costs, charges, expenses and liabilities which may be incurred in complying with such request;

(j) notwithstanding any contained to the contrary in this Deed, the Debenture Trustee shall before taking any action on behalf of the Debenture Holders or providing any consent on behalf of the Debenture Holders, obtain the written consent of the Majority Debenture Holders;

(k) the Debenture Trustee shall forward to the Debenture Holders copies of any information, documents from the Company pursuant to this Deed within 2 (two) Business Days of receiving the same from the Company;

(l) The Debenture Trustee shall take all reasonable steps to realise the monies due to the Trust; and

(m) The Debenture Trustee shall have the right to rely on notices, communications, advertisement, website information of Issuer and any other related party with respect to issue etc.

PROVIDED THAT nothing contained in this Clause shall exempt the Debenture Trustee or any receiver, attorney, manager, agent or other person appointed by the Debenture Trustee from or indemnify them against any liability for breach of trust nor any liability which by virtue of any rule or 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.

10.6 EVENTS OF DEFAULT

(a) ***Payment Defaults***

The Company does not pay on the Due Date any amount payable pursuant to the Debenture Trust Deed and the Debentures (including but not limited to penal interest, if any) at the place at and in the currency in which it is expressed to be payable, unless its failure to pay is caused by administrative or technical error and payment is made within 2 (Two) Business Days of its Due Date.

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

(i) The Company is unable or admits inability to pay its debts as they fall due, suspends making payments on any of its debts or, by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors with a view to rescheduling any of its Financial Indebtedness.

(ii) The Company is (or deemed by Law or a court to be) insolvent or bankrupt or unable to pay its debts or stops or suspends payments of all its debts, makes a general assignment or an arrangement or composition with or for benefit of the relevant creditors in respect of any such debts or a moratorium is agreed or declared in respect of or affecting all the debts of the Company.

(c) ***Charge over Hypothecated Assets***

The Company creates or attempts to create any charge on the Hypothecated Assets or any part thereof, in addition to the charge created pursuant to the Hypothecation Agreement without the consent of the Majority Debenture Holders.

(d) ***Business***

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

(e) ***Security in Jeopardy***

(i) In the opinion of the Debenture Trustee the Hypothecated Assets is in jeopardy;

(ii) If, the security provided pursuant to the Hypothecation Agreement depreciates in value to such an extent that in the reasonable opinion of the Trustee further security should be given and on advising the Company to that effect such security has not been given to the Debenture Trustee to their satisfaction;

(iii) If, without the prior written approval of the Debenture Trustee, the Hypothecated Assets or any part thereof is transferred, assigned, charged, encumbered or alienated but no prior approval shall require for the replacement of assets comprising the Hypothecated Assets with other similar assets; or

(iv) the value of the Hypothecated Assets is insufficient to maintain the Security Cover Ratio and Company fails to maintain the minimum-Security Cover Ratio specified in the Hypothecation Agreement within the stipulated timelines in the Hypothecation Agreement.

(f) ***Change in shareholding***

In the event of exit of Mr. Madhusudan Ekambaram, Mr. Krishnaswamy Karthikeyan and Mr. Vivek Veda from the management during the Tenor of the Debentures or change in the shareholding of Mr. Madhusudan Ekambaram, Mr. Krishnaswamy Karthikeyan post Restructuring without prior written consent from the Debenture Trustee.

(g) ***Fraud and Embezzlement***

Any material act of fraud, embezzlement, misstatement, misappropriation or siphoning off of the funds of the Company, or the /Founders of the Company, or revenues of the Company, or any other act having a similar effect being committed by the Key Managerial Personnel or Founders of the Company.

(h) ***Misrepresentation***

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

(i) ***Material Adverse Change***

There shall have occurred a change in the business, operations, property, Assets, liabilities, condition (financial or otherwise) or prospects of the Company since the date hereof that has resulted in a Material Adverse Effect acting solely on the instructions of the Majority Debenture Holders, save and except where such change is in ordinary course of business.

(j) ***Liquidation or Dissolution of the Company / Appointment of Receiver or Liquidator/Litigation***

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

(A) the suspension of payments, a moratorium of any Indebtedness, winding-up, dissolution, administration or re-organisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Company or its Affiliate;

(B) a composition, compromise, assignment or arrangement with any creditor of the Company or its Affiliate;

(C) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of the Company or its Affiliate;

(D) the Company or its Affiliate, 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 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 or modified or restated from time to time));

(E) Any financial creditors' initiates proceedings under Insolvency and Bankruptcy Code, 2016 against the Issuer;

(F) Any operational creditors' proceedings initiated against the Issuer with claim amount of Rupees Five Crores or above;

(G) Any operational creditors' proceedings initiated and accepted/admitted against the Issuer with claim amount of less than Rupees Five Crores;

(H) A petition for the reorganization, arrangement, adjustment, winding up or composition of debts of the Company is filed on the Company (voluntary or otherwise) or have been admitted or makes an assignment for the benefit of its creditors generally and such proceeding is not contested by the company for staying, quashing or dismissed within 15 (Fifteen) days;

(I) enforcement of any security over any Assets of the Company;

(J) enforcement of any security over any Assets of the Affiliate(s) of the Company having a Material Adverse Effect; or

Any other event occurs or proceeding instituted under any applicable Law that would have an effect analogous to any of the events listed in sub-Clauses (A) to (J) above.

(ii) An order is made or an effective resolution passed for the winding up or dissolution, judicial management or administration of the Company, or the Company ceases to carry on all of its business or operations, except for the purpose of and followed by a reconstruction, amalgamation, re-organization, merger or consolidation on terms approved by Majority Resolution of Debenture Holders.

(k) ***Cross Default***

The Company (a) default or triggers an event of default on any other Financial Indebtedness; (b) payment acceleration in any other Financial Indebtedness whether as a result of an event of default or breach of any covenants, by whatever name called, under relevant financing documents.

(l) ***Creditors' Process***

i. All or a material part of the undertaking, Assets, rights or revenues of the Company are condemned, seized, nationalised, expropriated or compulsorily acquired, or shall have assumed custody or control of the business or operations of the Company, or shall have taken any action for the dissolution of the Company, or any action that would prevent the Company, their member, or their officers from carrying on their business or operations or a substantial part thereof, by or under the authority of any Government or any Government Authority of more 20% of the total assets as on the date of signing the Transaction Documents.

ii. The Company does not inform the Debenture Trustee of one or more of the other creditors of the Company accelerating the Payment Obligations on the grounds of a material adverse change (howsoever described) or a material adverse effect (howsoever described) in the financial, operational or regulatory conditions governing the Company.

iii. The Company has voluntarily or involuntarily becomes subject of proceedings under any bankruptcy or insolvency laws and such proceedings have been admitted by a competent court or the Company is voluntarily or involuntarily dissolved.

iv. The Company is adjudged insolvent or takes advantage of any Law for the relief of insolvent debtors.

v. Any expropriation, attachment, restraint, sequestration, distress or execution affects any Receivables constituting Hypothecated Assets or part thereof provided such Hypothecated Assets are not replaced with new assets within 15 (fifteen) Business Days.

vi. Any operational creditors' processes initiated against the Issuer with claim amount of Rupees Five Crores or above.

vii. Any operational creditors' processes accepted against the Issuer with claim amount of less than INR 5,00,00,000/- (Indian Rupees Five Crores Only).

(m) ***Judgments Defaults***

One or more judgments or decrees entered against the Company involving a liability (not paid or not covered by a reputable and solvent insurance company), individually or in the aggregate, exceeding 10% (ten percent) of the Total Assets of the Company PROVIDED THAT such judgments or decrees are either final and non-appealable or have not been vacated, discharged or stayed pending appeal for any period of 60 (Sixty) consecutive calendar days.

(n) ***Transaction Documents***

(i) The Debenture Trust Deed or any other Transaction Document in whole or in part, are terminated or cease to be effective or cease to be a legally valid, binding and enforceable obligation of the Company.

(ii) In the opinion of the Debenture Trustee, any of the Transaction Documents fails to provide the security interest, rights, title, remedies, power or privileges intended to be created thereby (including the priority intended to be created thereby), or such security interests do not have the priority contemplated under the Transaction Documents, or the security interest created thereunder become unlawful, invalid, or unenforceable.

(o) ***Delisting***

If the Debentures are listed and any Debenture is subsequently delisted from any exchange on which it is listed without the prior written consent of the Debenture Trustee.

(p) ***Unlawfulness***

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

(q) ***Repudiation***

The Company repudiates any of the Transaction Documents, or evidences an intention to repudiate any of the Transaction Documents.

(r) ***Information Covenants***

The failure to comply with any reasonably monitoring and/or servicing requests from Debenture Holders, including its monthly, quarterly, annual and event-based reporting requirements as required under the reporting covenants prescribed in **Schedule X** (*Reporting Covenants*) of the Debenture Trust Deed.

(s) ***Government Intervention***

(i) Any step is taken by Governmental Authority or agency or any other competent authority, with a view to the seizure, compulsory acquisition, expropriation or nationalisation of all or (in the opinion of the Debenture Trustee) a material part of the assets of the Company which is material to the Company;

(ii) Any Governmental Authority having assumed custody or control of the business or operations of the Company or having taken any action for the dissolution of the Company or any action that would prevent the Company or its officers from carrying on its business or operations thereof; or

(iii) The Company's organizational or legal status, or any license or franchise is revoked or suspended by any Governmental Authority or authority after the Company has exhausted all remedies and appeals relating thereto.

(t) ***Cessation***

The Company ceases or threatens to cease to carry on the main business it is currently engaged in.

(u) ***Alteration in Constitutional Documents***

The Company, without the previous consent in writing of the Debenture Trustee, makes or attempts to make any alteration in the provisions of its Constitutional Documents where (i) such change might in the opinion of the Debenture Trustee detrimentally affect the interests of the Debenture Holder(s) and (ii) the Company refuses or neglects to or is unable to rescind such alteration other than Restructuring.

(v) ***Non-compliance with judicial order***

The Company fails to comply with or fulfil any judicial order passed against it provided however that such order shall not include any order against which appeal is available or for which an appeal is pending.

(w) ***Erosion of Net Worth***

The Debenture Holders' assessment from quarterly or annual financial reporting from the company, or at any time certified by an accountant of a firm or chartered accountant appointed by the Debenture Trustee (which the Debenture Trustee is entitled and hereby authorized to do so at any time), that the net worth (as defined in the Act) of the Company's net worth starting December 31, 2023 of the Company has eroded by 40% (forty percent) or more.

(x) ***Merger***

The Company has taken or suffered to be taken any action for re-organisation of its capital or any rearrangement, merger or amalgamation without the prior written consent of the Debenture Holders / Debenture Trustee. The rearrangement or consolidation or amalgamation with or merger with or into, or receiving of all or substantially all the assets or obligations of, another entity, or any action for reorganisation of capital without the prior written consent of the Debenture Trustee.

(y) ***Sale, disposal***

Sale, transfer, or other disposition of all or substantially all of the Company's Assets other than in the normal course of business of the Company.

(z) ***Third party***

A default or event of default occurs on account of a breach of representation or breach of an information covenant under the terms of any other agreement involving borrowed money or the extension of credit or any other Financial Indebtedness under which the Company may be obligated as a borrower or guarantor and pursuant to which the Company is called upon to and makes a prepayment to a third party without the prior written consent of the Debenture Holder. Such consent shall not be unreasonably delayed or withheld by the Debenture Holders.

(aa) ***Wilful default***

Any Founders or Key Management Personnel (except independent/ Nominee Directors) of the Company is/are declared as wilful defaulter by highest court of law or, arrested or convicted for a criminal offence involving moral turpitude, dishonesty or which otherwise impinges on the integrity of the Founders and/or Key Management Personnel (except independent/ Nominee Directors), including any charges and/or convictions of any offence relating to bribery.

(bb) ***Breach of Covenants***

(i) Any breach of financial covenants stipulated in **Schedule IX** (*Financial Covenants)* of the Debenture Trust Deed and the same is not cured within the Cure Period for Financial Covenants.
(ii) Any breach of reporting covenants stipulated in **Schedule X** (*Reporting Covenants)* of the Debenture Trust Deed and the same is not cured within the Cure Period for Reporting Covenants.
(iii) Any breach of negative covenants mentioned in **Schedule VIII** (*Negative Covenants*) of the Debenture Trust Deed,
(iv) Any breach of affirmative covenants mentioned in **Schedule VII** (*Affirmative Covenants*) of the Debenture Trust Deed and the same is not cured within the Cure Period for Affirmative Covenants.
(v) A breach by the Company of any of its obligations and covenants provided in terms of the Debenture Trust Deed or other Transaction Documents other than cure period as provided in the Transaction Documents.
(vi) Breach or violation of any covenant as maybe contained in any other agreement/s (including loan/facility agreement) executed between the Issuer and Debenture Trustee.
(vii) Any other event which is mentioned/considered as an 'Event of Default' under any other Transaction Documents.

*****References to Schedule in this Section refers to Schedule as stated in the Debenture Trust Deed.***

SECTION 11 DECLARATION

The Issuer undertakes and confirms that this Key Information Document does not omit disclosure of any material fact which may make the statements made therein, in light of the circumstances under which they are made, misleading. The Key Information Document also does not contain any false or misleading statement.

The Issuer accepts no responsibility for the statement made otherwise than in the Key Information Document or in any other material issued by or at the instance of the issuer and that any one placing reliance on any other source of information would be doing so at his own risk.

Without prejudice to the above, the Company and each of the directors of the Company, confirm that:

a. The Issuer undertake that this Key Information Document contain full disclosures in accordance with NCS Listing Regulations, as amended, and Securities and Exchange Board of India (Listing Obligation and Disclosure Requirements) Regulations, 2015, as amended and Companies (Prospectus and Allotment of Securities) Rules, 2014, Securities Contracts (Regulation) Act, 1956 and the Securities and Exchange Board of India Act, 1992.

b. the compliance with the Act and the rules does not imply that payment of dividend or interest or repayment of non-convertible securities, is guaranteed by the Central Government;

c. the monies received under the offer shall be used only for the purposes and objects indicated in the Offer document;

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

I, Mr. Vivek Veda, is authorized by the Board Committee (Borrowings) vide Resolution dated May 15, 2024 to sign this Key Information Document and declare that all the requirements of the Companies Act, 2013 and the rules made there under in respect of the subject matter of this Key Information Document 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 and Articles of Association.

The Issuer declares that nothing in the issue document is contrary to the provisions of Companies Act, 2013 (18 of 2013), the Securities Contracts (Regulation) Act, 1956 (42 of 1956) and the Securities and Exchange Board of India Act, 1992 (15 of 1992) and the rules and regulations made thereunder.

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

For Krazybee Services Private Limited

VIVEK VEDA

Digitally signed by VIVEK VEDA
Date: 2024.06.18 18:53:00 +05'30'

Name: Vivek Veda
Title: Director
Date: June 18, 2024
Place: Bengaluru

ANNEXURE I: LAST AUDITED FINANCIAL STATEMENTS

(Financial Statement along with Auditors Report attached separately)

ANNEXURE II: CREDIT RATING LETTER, RATING RATIONAL AND PRESS RELEASE FROM RATING AGENCY

(Attached Separately)

ANNEXURE III: CONSENT LETTER FROM THE DEBENTURE TRUSTEE

CIN: U65993WB2010PTC152401

VARDHMAN
TRUSTEESHIP PRIVATE LIMITED
Nurturing & Protecting Your Trust

CL/MUM/24-25/DEB/40

Date: 12th June, 2024

To
Krazybee Services Private Limited
3rd Floor, No. 128/9, Maruthi Sapphire
HAL Airport Road, Murgesh Palya,
Bangalore-560017,
Karnataka

Kind Attn: Manu Agarwal

Dear Sir,

Sub: Consent to act as Rated, Senior, Secured, Listed, Transferable, Redeemable Non-Convertible Debentures aggregating to INR 100,00,00,000 (Indian Rupees Hundred Crores Only) (Base size: 50 Cr & Green option: 50 Cr) (the "Issue") to be issued by Krazybee Services Private Limited.

We, the undersigned, hereby consent to be named as the Debenture Trustee to the Issue and to our name being inserted as the Debenture Trustee to the Issue in the Information Memorandum/disclosure document/listing application or any other document to be filed with the BSE/NSE Limited ("Stock Exchange") or any other authority as required. The following details with respect to us may be disclosed:

Name	Vardhman Trusteeship Private Limited
Address	The Capital, A Wing, 412A, Bandra Kurla Complex, Bandra (East), Mumbai-400051
Tel	22 4264 8335/ 22 4014 0832
Email	corporate@vardhmantrustee.com
Website	https://vardhmantrustee.com
Contact Person	Rushabh Desai
SEBI Registration No	IND000000611
CIN	U65993WB2010PTC152401
Logo	VARDHMAN TRUSTEESHIP PVT LTD Nurturing & Protecting Your Trust

We confirm that we are registered with the SEBI and that such registration is valid as on the date of this letter. We enclose a copy of our registration certificate enclosed herein as Annexure A and declaration regarding our registration with SEBI as Annexure B. We also confirm that we have not been prohibited by SEBI to act as an intermediary in capital market issues.

Yours faithfully,
For Vardhman Trusteeship Private Limited

Vardhman Trusteeship Pvt. Ltd.

Authorised Signatory

Registered Office Turner Morrison Building, Unit No. 15, 6 Lyons Range, Kolkata - 700001.
Corporate Office The Capital, 412A, Bandra Kurla Complex, Bandra (East), Mumbai- 400051.
+91 22 4264 8335 / +91 22 4014 0832
corporate@vardhmantrustee.com www.vardhmantrustee.com
Mumbai Bengaluru Kolkata New Delhi

डिबेंचर न्यासी

प्रपत्र ख
FORM-B

DEBENTURE TRUSTEE

भारतीय प्रतिभूति और विनिमय बोर्ड
SECURITIES AND EXCHANGE BOARD OF INDIA
(डिबेंचर न्यासी) विनियम, 1993
(DEBENTURE TRUSTEE) REGULATIONS, 1993

000274

(विनियम 8)
(Regulation 8)

रजिस्ट्रीकरण प्रमाणपत्र
CERTIFICATE OF REGISTRATION

1) धारा, भारतीय प्रतिभूति और विनिमय बोर्ड अधिनियम, 1992 के अधीन डिबेंचर न्यासी के लिए बनाए गए नियमों और विनियमों के साथ पठित उक्त अधिनियम की धारा 12 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए,

1) In exercise of the powers conferred by sub-section (1) of section 12 of the Securities and Exchange Board of India Act, 1992, read with the rules and regulations made thereunder for the debenture trustee the Board hereby grants a certificate of registration to

VARDHMAN TRUSTEESHIP PRIVATE LIMITED
Unit No. 15, Turner Morrison Building
6 Lyons Range
KOLKATA
700001
WEST BENGAL
INDIA

को नियमों में, शर्तों के अधीन रहते हुए और विनियमों के अनुसार डिबेंचर न्यासी के रूप में रजिस्ट्रीकरण का प्रमाणपत्र इसके द्वारा प्रदान करता है।

as a debenture trustee subject to the conditions in the rules and in accordance with the regulations.

2) डिबेंचर न्यासी के लिए रजिस्ट्रीकरण कूट है।

2) Registration Code for the debenture trustee is **IND000000611**

3) जब तक नवीकृत न किया जाए, रजिस्ट्रीकरण का प्रमाणपत्र से तक विधिमान्य है।

3) Unless renewed, the certificate of registration is valid from to

This certificate of Registration shall be valid from 15/12/2020 to null, unless Suspended or cancelled by the Board

आदेश से
भारतीय प्रतिभूति और विनिमय बोर्ड
के लिए और उसकी ओर से
By order
For and on behalf of
Securities and Exchange Board of India

स्थान Place : **Mumbai**

तारीख Date : **May 20, 2021**

ARADHANA VERMA
प्राधिकृत हस्ताक्षरकर्ता Authorised Signatory

CIN: U65993WB2010PTC152401

VARDHMAN
TRUSTEESHIP PRIVATE LIMITED
Nurturing & Protecting Your Trust

Annexure B

We hereby confirm that as on date the following details in relation to our registration with the Securities
and Exchange Board of India as a Debenture Trustee is true and correct:

1	Registration Number	IND000000611
2	Date of registration/ Renewal of registration	15/12/2020
3	Date of expiry of registration	Null, unless suspended or cancelled by SEBI
4	If applied for renewal, date of application	N/A
5	Any communication from SEBI prohibiting the entity from acting as an intermediary	No
6	Any enquiry/ investigation being conducted by SEBI	No
7	Details of any penalty imposed by SEBI	No

Vardhman Trusteeship Pvt. Ltd.

Registered Office Turner Morrison Building, Unit No. 15, 6 Lyons Range, Kolkata - 700001.
Corporate Office The Capital, 412A, Bandra Kurla Complex, Bandra (East), Mumbai- 400051.
+91 22 4264 8335 / +91 22 4014 0832
corporate@vardhmantrustee.com www.vardhmantrustee.com
Mumbai Bengaluru Kolkata New Delhi

ANNEXURE IV: BOARD RESOLUTION

KBNBFC **Krazybee Services Private Limited**

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF BOARD OF DIRECTORS OF KRAZYBEE SERVICES PRIVATE LIMITED HELD ON TUESDAY, 26TH MARCH 2024 AT 1st FLOOR, 128/9, MARUTHI SAPPHIRE, HAL AIRPORT ROAD, MURGESH PALYA, BANGALORE – 560017, AT 12.30 PM, WHERE THE REQUIRED QUORUM WAS PRESENT

AUTHORISATION FOR ISSUANCE OF DEBT SECURITIES ON PRIVATE PLACEMENT BASIS AGGREGATING UP TO RS. 2500 CRORES PROPOSED TO BE ISSUED DURING THE FINANCIAL YEAR 2024-25

"**RESOLVED THAT** pursuant to the provisions of Sections 42, 71, 179 and other applicable provisions of the Companies Act, 2013 ("the Act") read with rule 14 of the Companies (Prospectus and Allotment of Securities) Rules, 2014, Rule 18 of the Companies (Share Capital and Debentures), Rules 2014, including any amendment thereto, Articles of Association of the Company and applicable provisions of Securities and Exchange Board of India (Issue and Listing of Non- Convertible Securities) Regulations, 2021 ('Debt Regulations') in case where the Company is proposing for listing such debt securities on one or more recognized stock exchanges and RBI Master Directions on Non-Banking Financial Company - Systemically Important Non-Deposit taking Company and Deposit taking Company (Reserve Bank) Directions, 2016 and such other applicable laws (including any amendment(s), statutory modification(s) or re-enactment thereof) and subject to the prior approval of shareholders, consent of the Board of Directors be and is hereby accorded for issuance of one or more of the following Debt Securities, on private placement basis, in one or more series or tranches, in such classes and with such rights or terms as may be considered necessary, for issue of Non- Convertible Debt Securities in the nature of Secured, Unsecured, Listed, Unlisted Non-Convertible Debentures, Market Linked Debentures, Listed, Unlisted Bonds, Subordinated Debt Securities, Covered Bonds, or other debt securities, whether constituting a charge (including in the nature of pledge) on any specific or general assets of the company or not (herein inclusively referred to as "Debt Securities"), such that the aggregate value of such Debt Securities during financial year 2024-25 shall not exceed, excluding any Debt Securities already issued earlier, an amount of Rs. 2500,00,00,000 (Rupees Two Thousand Five Hundred Crores Only) as per the following terms and conditions:

Sl. No	Particulars	Terms and Conditions
1.	Type of securities proposed to be issued	Secured, Unsecured, Listed, Unlisted Non-Convertible Debentures, Market Linked Debentures, Listed, Unlisted Bonds, Subordinated Debt Securities, Covered Bonds, or other debt securities, whether constituting a charge (including in the nature of pledge) on any specific or general assets of the Company or not.
2.	Type of issuance	Private Placement
3.	Total issue size	2500,00,00,000/- (Indian Rupees Two Thousand and Five Hundred Crores Only)
4.	To be offered to	Banks, and other entities/individuals including but not limited to Institutional Investors, Financial Institutions, companies, bodies corporate, partnership firms, Proprietorship etc.
5.	If listed, name of the stock exchange	BSE Ltd and/or National Stock Exchange of India Ltd or any other stock exchange as may be decided by the Board or Board Committee (Borrowings) thereof.
6.	Tenure of the instrument	As may be decided by the Board of Directors or Board Committee (Borrowings) in accordance with the applicable laws
7.	Issue Price, coupon/ interest offered, schedule of payment of coupon/interest and principal	As per the terms and conditions of the Offer Document, as may be finalized by the Board of Directors or Board Committee (Borrowings) thereof (as authorized by the Board) from time to time, in terms of applicable law.
8.	Special right/ interest/ privileges attached to the instrument and changes thereof	As per the terms and conditions of Offer Document, as may be finalized by the Board of Directors or Board Committee (Borrowings) thereof (as authorized by the Board) from time to time.

3rd Floor, No. 128/9, Maruthi Sapphire, HAL Airport Road, Murugesh Palya, Bangalore – 560017
CIN No. U65100KA2016PTC086990
www.kbnbfc.in 080-44292555 reachus@kbnbfc.in

KBNBFC **Krazybee Services Private Limited**

RESOLVED FURTHER THAT the Board Committee (Borrowings) be and is hereby authorized and empowered to consider, transact and decide matters, from time to time, pertaining to the private placement of Debt Securities, including appointment of debenture trustees, finalization and issuance of any offer letter, opening of a separate bank account and allot the Debt Securities in one or more tranches/ Series, to any one or more investors including any Banks, and other entities/individuals including but not limited to Institutional Investors, Financial Institutions, companies, bodies corporate, partnership firms, Proprietorship etc., including, where so considered appropriate, amount payable on application and further amounts as may be called from time to time and the allotment thereof, to sign, verify, execute and file all necessary forms and documents, if any, with any governmental authority including but not limiting to the Registrar of Companies, Bangalore, Securities and Exchange Board of India and/or such other authorities as may be required from time to time and to do all such acts, deeds, matters and things necessary or expedient to give effect to the issue of Debt Securities and ensuring compliance and/or any actions as may be required under applicable law.

RESOLVED FURTHER THAT a certified copy of this resolution duly signed by any of the directors or the Company Secretary of the Company be forwarded to relevant statutory and regulatory authorities, as and when required."

//Certified to be true//

For Krazybee Services Private Limited

PALLAVI LINGARAJU Digitally signed by PALLAVI LINGARAJU Date: 2024.06.13 21:41:29 +05'30'

Pallavi Lingaraju
Company Secretary
M. No. 56733

KBNBFC Krazybee Services Private Limited

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE BOARD COMMITTEE (BORROWINGS) MEETING OF KRAZYBEE SERVICES PRIVATE LIMITED AT ITS MEETING HELD ON WEDNESDAY, 15TH MAY, 2024 AT 11.30 A.M. AT 1ST FLOOR, NO. 128/9, MARUTHI SAPPHIRE, HAL AIRPORT ROAD, MURGESH PALYA, BANGALORE – 560017, WHERE THE REQUIRED QUORUM WAS PRESENT.

TO OFFER SECURED, LISTED, RATED, REDEEMABLE, NON-CONVERTIBLE DEBENTURES ON PRIVATE PLACEMENT FOR AN AGGREGATE AMOUNT OF RS. 100,00,00,000/- (RUPEES ONE HUNDRED CRORE ONLY)

"RESOLVED THAT pursuant to the approval of the Board of Directors vide its resolution dated 26th March 2024 and Shareholders resolution dated 26th March 2024 and pursuant to provisions of the Memorandum of Association and Articles of Association of the Company, Section 42, 71, 179(3)(c), and other applicable provisions of the Companies Act, 2013 (the "Act") read together with the Companies (Prospectus and Allotment of Securities) Rules, 2014, the Companies (Share Capital and Debentures) Rules, 2014, all applicable regulations, directions, guidelines, circulars and notifications of the Reserve Bank of India ("RBI"), the Securities and Exchange Board of India ("SEBI"), including the Securities Contracts (Regulation) Act, 1956, the Securities and Exchange Board of India Act, 1992, the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations 2015, the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 ("NCS Regulations"), and the SEBI Circular bearing the reference number SEB1/HO/DDHS/P/CIR/2021/613 dated August 10, 2021 on "Operational Circular for issue and listing of Non-Convertible Securities, Securitized Debt Instruments, Security Receipts, Municipal Debts Securities and Commercial Paper" ("Operational Circular"), or any other regulatory authority, each as amended, modified and/or supplemented from time to time, listing agreement entered into by the Company with BSE Limited ("BSE") and in accordance with any other rules, regulations, guidelines, notifications, circulars and clarifications issued thereon from time to time by competent authorities ("Applicable Law"), the approval of the Committee be and is hereby accorded to:

a) offer and issue upto 10,000 (Ten Thousand) Secured, Listed, Rated, Redeemable, Non-Convertible Debentures (NCDs) denominated in Indian Rupees, each having a face value of Rs. 1,00,000/- (Indian Rupees One Lakh only) aggregating up to Rs. 100,00,00,000/- (Rupees One Hundred Crores only) (the "Debentures") issued on a fully paid basis and on a private placement basis. The details of the issuance are as mentioned hereunder:

Coupon rate	Tenor	Amount
10.20%	18 months	Rs. 100 crores *with green shoe option of Rs.50 crore*

The subscription amount is subject to deduction of taxes at source, if applicable, in accordance with applicable law, with or without gross up, ("the Issue") to the identified investors for the purposes of Section 42 of the Act (being, financial institutions, bodies corporate and individuals) ("Debenture Holders") on such terms as may be agreed with the Debenture Holders for raising debt for onward lending purpose;

b) secure the amounts to be raised pursuant to the issuance of the Debentures ("Secured Obligations") (at such ranking/priority and up to such limits and security cover as may be agreed with the Debenture Holders) by one or more the following; (i) hypothecation of certain identified book debts of the Company from time to time and which will be replaced from time to time in order to maintain the security cover ratio of 1.1 (one point one) times until all Debentures are repaid in full. ("Transaction Security")

RESOLVED FURTHER THAT Mr. Madhusudan Ekambaram, Mr. Karthikeyan Krishnaswamy and Mr. Vivek Veda, Directors of the Company, Ms. Pallavi Lingaraju, Company Secretary of the Company and Mr. Kartik G Deshpande, Authorized Signatory be and are hereby severally authorized to do all such acts, deeds and things as they deem necessary or desirable in connection with the offer, issue and allotment of the Debentures, including, without limitation the following:

a) seeking, if required, any approval, consent or waiver from any/all concerned government and regulatory authorities, and/or any other approvals, consent or waivers from any other persons that be required in connection with the issue and offer of the Debentures;

b) executing the term sheet in relation to the Debentures;

c) negotiating, approving and deciding the terms of the issue of Debentures and all other related matters;

d) seeking the listing of any of the Debentures on the BSE, submitting the listing application and taking all actions that may be necessary in connection with obtaining such listing;

e) approving the Information Memorandum and the private placement offer cum application letter (including amending, varying or modifying the same, as may be considered desirable or expedient) (collectively, the "Disclosure Documents"), in accordance with all Applicable Laws;

f) finalising the terms and conditions of the appointment of an arranger, the Debenture Trustee, a registrar and transfer agent, a credit rating agency, valuation agency, a depository and such other intermediaries as may be required including their successors and their agents;

g) obtaining such credit rating(s) and within such timeline(s) as may be required by the Debenture Holders;

h) finalising the terms of the issue and offer of the Debentures;

i) entering into arrangements with the depository(ies) in connection with issue of Debentures in dematerialised form;

J) creating and perfecting the Transaction Security as required in accordance with the terms of the Transaction Documents (as defined below) in relation to the issue and offer of the Debentures;

k) finalizing the deemed date of allotment of the Debentures;

l) to negotiate, execute, file and deliver any documents, instruments, deeds, amendments, papers, applications, notices or letters as may be required in connection with the issue and offer of the Debentures and deal with regulatory authorities in connection with the issue and offer of the Debentures including but not limited to the RBI, SEBI (if so required), the jurisdictional registrar of companies, the BSE, the Central Registry of Securitisation Asset Reconstruction and Security Interest ("CERSAI"), the Ministry of Corporate Affairs ("MCA"), or any depository, and such other authorities as may be required;

m) to execute all documents, file forms with the BSE, the jurisdictional registrar of companies, the CERSAI, the MCA, the BSE or any depository;
n) sign and/or dispatch all documents and notices to be signed and/or dispatched by the Company under or in connection with the Transaction Documents;

o) creation of recovery expense fund in accordance with SEBI Circular SEBI/HO/MIRSD/CRADT/CIR/P/2020/207 dated 22nd October 2020 read with guidance note issued by the BSE in this regard;

p) to take all steps and do all things and give such directions as may be required, necessary, expedient or desirable for giving effect to the Transaction Documents, the transactions contemplated therein and the resolutions mentioned herein, including without limitation, to approve, negotiate, finalise, sign, execute, ratify, amend, supplement and/or issue the following, including any amendments, modifications, supplements, restatements or novation thereto (now or in the future):

(i) the Disclosure Documents for the issue and offer of the Debentures;

(ii) the term sheet in connection with the Debentures, agreements to be entered into with the Debenture Trustee, any undertakings, due diligence certificates, corporate actions, letters of allotment and such other documents;

KBNBFC Krazybee Services Private Limited

(iii) the debenture trust deed, the debenture trustee agreement, the deed of hypothecation, monthly asset certificates, and any other documents required for the creation of security interest (together with the Information Memorandum, referred to as the "Transaction Documents");

(iv) any other documents required for the purposes of the issue and offer of the Debentures and the transactions contemplated thereby, including but not limited to letters of undertaking, declarations, agreements, reports; and

(v) any other documents designated as a Transaction Document by the Debenture Trustee and/or the Debenture Holders;

q) to do all such acts as may be necessary for the issue and offer of the Debentures in accordance with the terms set out in the Transaction Documents; and

r) to generally do any other act or deed, to negotiate and execute any documents, applications, agreements, undertakings, forms, deeds, affidavits, declarations and certificates in relation to the issue and offer of the Debentures and the transactions contemplated thereby, and to give such directions as it deems fit or as may be necessary or desirable with regard to the issue and offer of the Debentures.

RESOLVED FURTHER THAT any of the Directors or the company secretary of the Company, be and are hereby severally authorized to do all such acts, deeds, things and execute or ratify all such documents whatsoever as maybe required in connection with the issue and offer of the Debentures and providing of security interest on the Debentures including without limitation execution or ratification of the requisite agreement(s) with the National Securities Depository Limited ("NSDL") and the Central Depository Services (India) Limited ("CDSL"), listing of Debentures on wholesale debt market segment of the BSE, appointment of trustees, credit rating agency, valuation agency and other advisors as may be required and making payment of their fees.

RESOLVED FURTHER THAT any of the Authorised Persons of the Company be and are hereby severally authorized to do all such acts, deeds and things as are necessary for registering any of the documents being executed by the Company, and for filing of necessary forms, returns and such other documents pertaining to the aforesaid issuance of Debentures and creation, perfection and registration of charges with the relevant registrar of companies, CERSAI, MCA, or any depository, the SEBI, or any other governmental authority.

RESOLVED FURTHER THAT the Disclosure Documents placed before the Committee for issuance of Debentures to the Debenture Holders be and are hereby approved and the same be issued to the Debenture Holders under the signature of any one of the Directors or Company Secretary of the Company.

RESOLVED FURTHER THAT anyone of the Directors or the company secretary of the Company be and are hereby authorised severally to take necessary actions for listing of the Debentures with the BSE.

RESOLVED FURTHER THAT approval of the Board Committee (Borrowings) to do all such acts, deeds and things as may be necessary for allotment of Debentures."

//Certified to be true//

For Krazybee Services Private Limited

PALLAVI LINGARAJU Digitally signed by PALLAVI LINGARAJU Date: 2024.06.10 17:16:31 +05'30'

Pallavi Lingaraju
Company Secretary
M. No. 56733

ANNEXURE V: SHAREHOLDERS RESOLUTION

KBNBFC Krazybee Services Private Limited

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE EXTRA-ORDINARY GENERAL MEETING OF KRAZYBEE SERVICES PRIVATE LIMITED AT ITS MEETING HELD ON TUESDAY, MARCH 26TH, 2024 AT 05:30 P.M, AT 1ST FLOOR, NO. 128/9, MARUTHI SAPPHIRE, HAL AIRPORT ROAD, MURGESH PALYA, BANGALORE – 560017, WHERE THE REQUIRED QUORUM WAS PRESENT;

2. **ISSUANCE OF DEBT SECURITIES ON PRIVATE PLACEMENT BASIS AGGREGATING UP TO RS.2500 CRORES PROPOSED TO BE ISSUED DURING THE FINANCIAL YEAR 2024-25.**

The below resolution was passed as **Special Resolution;**

"RESOLVED THAT pursuant to the provisions of Sections 42, 71, 179 and other applicable provisions of the Companies Act, 2013 ("the Act") read with rule 14 of the Companies (Prospectus and Allotment of Securities) Rules, 2014, Rule 18 of the Companies (Share Capital and Debentures), Rules 2014, including any amendment thereto, Articles of Association of the Company and applicable provisions of Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 ('SEBI Debt Regulations') in case where the Company is proposing for listing such debt securities on one or more recognized stock exchanges and RBI Master Directions on Non-Banking Financial Company - Systemically Important Non-Deposit taking Company and Deposit taking Company (Reserve Bank) Directions, 2016 and such other applicable laws (including any amendment(s), statutory modification(s) or re-enactment thereof), consent of the shareholders be and is hereby accorded for the issuance of one or more of the following Debt Securities, on private placement basis, in one or more series or tranches, in such classes and with such rights or terms as may be considered necessary, in the nature of Secured, Unsecured, Listed, Unlisted Non-Convertible Debentures, Market Linked Debentures, Listed, Unlisted Bonds, Subordinated Debt Securities, Covered Bonds, or other debt securities, whether constituting a charge (including in the nature of pledge) on any specific or general assets of the Company or not (herein inclusively referred to as "Debt Securities"), such that the aggregate value of such Debt Securities issued during the financial year 2024-25 shall not exceed, excluding any Debt Securities already issued earlier, an amount of Rs. 2500,00,00,000/- (Rupees Two Thousand Five Hundred Crores Only) as per the following terms and conditions:

Sl. No	Particulars	Terms and Conditions
1.	Type of securities proposed to be issued	Secured, Unsecured, Listed, Unlisted Non-Convertible Debentures, Market Linked Debentures, Listed, Unlisted Bonds, Subordinated Debt Securities, Covered Bonds, or other debt securities, whether constituting a charge (including in the nature of pledge) on any specific or general assets of the Company or not.
2.	Type of issuance	Private Placement
3.	Total issue size	2500,00,00,000/- (Indian Rupees Two Thousand and Five Hundred Crores Only)
4.	To be offered to	Banks, and other entities/individuals including but not limited to Institutional Investors, Financial Institutions, companies, bodies corporate, partnership firms, Proprietorship etc.
5.	If listed, name of the stock exchange	BSE Ltd and/or National Stock Exchange of India Ltd or any other stock exchange as may be decided by the Board or Board Committee (Borrowings) thereof.
6.	Tenure of the instrument	As may be decided by the Board of Directors or Board Committee (Borrowings) in accordance with the applicable laws
7.	Issue Price, coupon/ interest offered, schedule of payment of coupon/interest and principal	As per the terms and conditions of the Offer Document, as may be finalized by the Board of Directors or Board Committee (Borrowings) thereof (as authorized by the Board) from time to time, in terms of applicable law.

KRAZYBEE SERVICES PVT. LTD. Bangalore

3rd Floor, No. 128/9, Maruthi Sapphire, HAL Airport Road, Murugesh Palya, Bangalore – 560017
CIN No. U65100KA2016PTC086990
www.kbnbfc.in 080-44292555 reachus@kbnbfc.in

KBNBFC **Krazybee Services Private Limited**

8.	Special right/ interest/ privileges attached to the instrument and changes thereof	As per the terms and conditions of Offer Document, as may be finalized by the Board of Directors or Board Committee (Borrowings) thereof (as authorized by the Board) from time to time.

RESOLVED FURTHER THAT the Board Committee (Borrowings) be and is hereby authorized to consider, transact and decide matters, from time to time, pertaining to the private placement of Debt Securities, including appointment of debenture trustees, finalization and issuance of any offer letter, opening of a separate bank account and allot the Debt Securities in one or more tranches/ Series, to any one or more investors, including, where so considered appropriate, fixation of amount payable on application and further amounts as may be called from time to time and the allotment thereof, to sign, verify, execute and file all necessary forms and documents, if any, with any governmental authority including but not limiting to the Registrar of Companies, Bangalore, Securities and Exchange Board of India and/or such other authorities as may be required from time to time and to do all such acts, deeds, matters and things necessary or expedient to give effect to the issuance of Debt Securities and ensuring compliance and/or any actions as may be required under applicable law.

RESOLVED FURTHER THAT a certified copy of this resolution duly signed by any of the directors or the Company Secretary of the Company be forwarded to relevant statutory and regulatory authorities, as and when required."

//Certified true Copy//

For Krazybee Services Private Limited

KRAZYBEE SERVICES PVT. LTD. Bangalore

Pallavi Lingaraju
Company Secretary
M. No. 56733

ANNEXURE VI: DUE DILIGENCE CERTIFICATE FROM DEBENTURE TRUSTEE

CIN: U65993WB2010PTC152401

VARDHMAN
TRUSTEESHIP PRIVATE LIMITED
Nurturing & Protecting Your Trust

Ref: 325/OPR/VTPL/2024-25

Date: 13th June, 2024

To, Securities Exchange Board of India Investment Management Department Division of Funds – I, Plot No. C 4 A, G Block, Bandra Kurla Complex, Bandra (East), Mumbai – 400 051	To, BSE Limited Phiroze Jeejeebhoy Towers Dalal Street Mumbai- 400001

Dear Sir / Madam

SUB.: ISSUE OF RATED, SENIOR, SECURED, LISTED, TRANSFERABLE, REDEEMABLE NON-CONVERTIBLE DEBENTURES ("NCDS" OR "DEBENTURES") AMOUNTING TO INR. 100,00,00,000/- (INDIAN RUPEES ONE HUNDRED CRORE ONLY) (BASE SIZE: 50 CR & GREEN OPTION: 50 CR) (THE "ISSUE") TO BE ISSUED BY KRAZYBEE SERVICES PRIVATE LIMITED.

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

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

We confirm that:

a) The Issuer has made adequate provisions for and/or has taken steps to provide for adequate security for the debt securities to be issued.

b) The Issuer has obtained the permissions / consents necessary for creating security on the said property(ies)

c) The Issuer has made all the relevant disclosures about the security and its continued obligations towards the holders of debt securities.

d) Issuer has adequately disclosed all consents/ permissions required for creation of further charge on assets in offer document or placement memorandum and all disclosures made in the offer document or placement memorandum/ information memorandum with respect to creation of security are in confirmation with the clauses of debenture trustee agreement.

e) Issuer has disclosed all covenants proposed to be included in debenture trust deed (including any side letter, accelerated payment clause etc.), offer document or placement memorandum

f) Issuer has given an undertaking that charge shall be created in favour of debenture trustee as per terms of issue before filing of listing application.

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

Place: MUMBAI

Date: 13th June, 2024

For Vardhman Trusteeship Private Ltd

Authorized Signatory

Vardhman Trusteeship Pvt. Ltd.

Registered Office Turner Morrison Building, Unit No. 15, 6 Lyons Range, Kolkata - 700001.
Corporate Office The Capital, 412A, Bandra Kurla Complex, Bandra (East), Mumbai- 400051.
+91 22 4264 8335 / +91 22 4014 0832
corporate@vardhmantrustee.com www.vardhmantrustee.com
Mumbai Bengaluru Kolkata New Delhi

ANNEXURE VII: IN PRINCIPLE APPROVAL RECEIVED FROM STOCK EXCHANGE

BSE
The Power of Vibrance

DCS/COMP/RM/IP-PPDI/289/23-24

September 25, 2023

Krazybee Services Pvt Limited
3rd Floor, No.128/9, Maruthi Sapphire
HAL Airport Road, Murgesh Palya
Bangalore - 560017

Dear Sir/Madam

Re: Private Placement Listed, Rated, Taxable, Redeemable, Non-Convertible Debentures (either Secured/Unsecured/Subordinated/Unsubordinated) ("Debenture(S)" or "NCD(s)") of Face Value of Rs. 1 Lakh each to be issued in one or more tranches/series by way of issuance of Key Information Document from time to time (Gid No:1 /2023-24 Dated 22/09/2023),

We acknowledge receipt of your application on the online portal on September 22, 2023 seeking In-principle approval for issue of captioned security. In this regard, the Exchange is pleased to grant in-principle approval for listing of captioned security subject to fulfilling the following conditions at the time of seeking listing:

1. Filing of listing application.

2. Payment of fees as may be prescribed from time to time.

3. Compliance with SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021 read with SEBI Circular No SEBI/HO/DDHS/P/CIR/2021/613 dated August 10, 2021 and circulars issued thereunder and also Compliance with provisions of Companies Act 2013.

4. Receipt of Statutory & other approvals & compliance of guidelines issued by the statutory authorities including SEBI, RBI, DCA etc. as may be applicable.

5. Compliance with change in the guidelines, regulations, directions, circulars of the Exchange, SEBI or any other statutory authorities, documentary requirements from time to time.

6. Compliance with below mentioned circular dated June 10, 2020 issued by BSE before opening of the issue to the investors.:
https://www.bseindia.com/markets/MarketInfo/DispNewNoticesCirculars.aspx?page=20200610-31

7. Issuers, for whom use of EBP is not mandatory, specific attention is drawn towards compliance with Chapter XV of SEBI Circular No SEBI/HO/DDHS/P/CIR/2021/613 dated August 10, 2021 and BSE Circular No 20210519-29 dated May 19, 2021. Accordingly, Issuers of privately placed debt securities in terms of SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021 or ILDM Regulations for whom accessing the electronic book platform (EBP) is not mandatory shall upload details of the issue with any one of the EBPs within one working day of such issuance. The details can be uploaded using the following links Electronic Issuance - Bombay Stock Exchange Limited (bseindia.com).

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8. It is advised that Face Value of NCDs issue through private placement basis should be kept as per Chapter V of SEBI Circular No SEBI/HO/DDHS/P/CIR/2021/613 dated August 10, 2021

9. ***Issuers are hereby advised to comply with signing of agreements with both the depositories as per Regulation 7 of SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021 read with SEBI Circular No SEBI/HO/DDHS/P/CIR/2021/613 dated August 10, 2021.***

10. Company is further requested to comply with SEBI Circular SEBI/HO/DDHS/DDHS-RACPOD1/CIR/P/2023/56 dated April 13, 2023, (if applicable) read along with BSE Circular https://www.bseindia.com/markets/MarketInfo/DispNewNoticesCirculars.aspx?page=20230428-18 and ensure compliance of the same.

This In-Principle Approval is valid for a period of 1 year from the date of issue of this letter or period of 1 year from the date of opening of the first offer of debt securities under General information Documents which ever applicable. The Exchange reserves its right to withdraw its in-principle approval at any later stage if the information submitted to the Exchange is found to be incomplete/ incorrect/misleading/false or for any contravention of Rules, Bye-laws and Regulations of the Exchange, SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021 read with SEBI Circular No SEBI/HO/DDHS/P/CIR/2021/613 dated August 10, 2021 and circulars issued thereunder, SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, Guidelines/Regulations issued by the statutory authorities etc. Further, it is subject to payment of all applicable charges levied by the Exchange for usage of any system, software or similar such facilities provided by BSE which the Company shall avail to process the application of securities for which approval is given vide this letter.

Yours faithfully,
For BSE Limited

Rupal Khandelwal
Deputy General Manager

Akshay Arolkar
Deputy Manager

BSE - PUBLIC

ANNEXURE VIII: CONSENT OF THE REGISTRAR AND TRANSFER AGENT

NSDL Database Management Limited

NSDL
Technology, Trust & Reach

June 12, 2024

To,
Krazybee Services Private Limited
3rd Floor, No.128/9
Maruthi Sapphire, HAL Airport Road
Murgesh Palya
BANGALORE-560017
KARNATAKA

Dear Sir,

This has reference to your email dated June 12, 2024 regarding consent letter for debenture issue. We are happy to act as Registrar & Transfer Agent for Listed, Rated, Secured, Redeemable Non-Convertible Debentures having a face value of INR 1,00,000 aggregating to INR 100,00,00,000 (Indian Rupees Hundred Crores Only).

We hereby give our consent to include our name in the Disclosure Document for the Listed, Rated, Secured, Redeemable Non-Convertible Debentures having a face value of INR 1,00,000 aggregating to INR 100,00,00,000 (Indian Rupees Hundred Crores Only).

Our SEBI registration is INR000004181.

Yours faithfully

For NSDL Database Management Ltd.

MAKSOOD ZAHIR KHAN Digitally signed by MAKSOOD ZAHIR KHAN Date: 2024.06.12 19:35:53 +05'30'

Maksood Khan
Asst. Vice President

4th Floor, 'A' Wing, Trade World, Kamala Mills Compound, Senapati Bapat Marg, Lower Parel, Mumbai - 400 013, India
Tel.: 91-22-4914 2700 | Fax: 91-22-4914 2503 | Email: info_ndml@nsdl.co.in | Web: www.nsdl.co.in | www.ndml-nsdl.co.in
CIN: U72400MH2004PLC147094

ANNEXURE IX: APPLICATION FORM

Krazybee Services Private Limited
A Private Limited Company/public limited company incorporated under the Companies Act, 2013
Date of Incorporation: March 16, 2016
Registered Office: 3rd Floor, No.128/9, Maruthi Sapphire, HAL Airport Road, Murugeshpalya, Bengaluru - 560017
Telephone No.: 080-41275009
Website: www.kbnbfc.in

DEBENTURE SERIES APPLICATION FORM SERIAL NO.									

ISSUE OF UP TO 10,000 (TEN THOUSAND) SENIOR, SECURED, LISTED, RATED, REDEEMABLE, NON-CONVERTIBLE DEBENTURES EACH HAVING A FACE VALUE OF RS. 1,00,000/- (INDIAN RUPEES ONE LAKHS ONLY) AGGREGATING UP TO RS. 100,00,00,000/- (INDIAN RUPEES ONE HUNDRED CRORES ONLY) ("DEBENTURES" OR "NCD(S)") COMPRISING OF BASE ISSUE OF 5,000 (FIVE THOUSAND) SENIOR, SECURED, LISTED, RATED, REDEEMABLE, NON-CONVERTIBLE DEBENTURES EACH HAVING A FACE VALUE OF RS. 1,00,000/- (INDIAN RUPEES ONE LAKHS ONLY) AGGREGATING UP TO RS. 50,00,00,000/- (INDIAN RUPEES FIFTY CRORES ONLY) AND GREEN SHOE OPTION OF UP TO 5,000 (FIVE THOUSAND) SENIOR, SECURED, LISTED, RATED, REDEEMABLE, NON-CONVERTIBLE DEBENTURES EACH HAVING A FACE VALUE OF RS. 1,00,000/- (INDIAN RUPEES ONE LAKHS ONLY) AGGREGATING UP TO RS. 50,00,00,000/- (INDIAN RUPEES FIFTY CRORES ONLY) ("GREEN SHOE OPTION") BY WAY OF A PRIVATE PLACEMENT (THE "ISSUE"), BY KRAZYBEE SERVICES PRIVATE LIMITED (THE "COMPANY" OR "ISSUER") HAVING INTEREST RATE OF 10.20% (TEN DECIMAL TWO ZERO PERCENT) PER ANNUM GROSS OF APPLICABLE TAX PAYABLE MONTHLY FROM THE DATE OF ISSUE.

DEBENTURE SERIES APPLIED FOR:

Number of Debentures: ____In words: _____-only
Amount INR_____/-In words Indian Rupees :_____Only

DETAILS OF PAYMENT:

Cheque / Demand Draft / RTGS
No. _____ Drawn on_____

Funds transferred to _____
Dated _____

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 ____

I AM/ WE ARE ( ) COMPANY ( ) OTHERS ( ) SPECIFY _____
We have read and understood the Terms and Conditions of the issue of Debentures including the Risk Factors described in Section 4 of the General Information Document dated September 28, 2023 bearing reference no. 1/2023-24, issued by the Issuer and have considered these in making our decision to apply. We bind ourselves to these Terms and Conditions and wish to apply for allotment of these Debentures. We request you to please place our name(s) on the Register of Debenture Holders.

Name of the Authorised Signatory(ies)	Designation	Signature

Applicant's Signature:
We the undersigned, are agreeable to holding the Debentures of the Company 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 Key Information Document is provided by the Issuer and the same has not been verified by any legal advisors to the Issuer, and other intermediaries and their agents and advisors associated with this Issue. We confirm that we have for the purpose of investing in these Debentures carried

out our own due diligence and made our own decisions with respect to investment in these Debentures and have not relied on any representations made by anyone other than the Issuer, if any.

We understand that: i) in case of allotment of Debentures to us, our Beneficiary Account as mentioned above would get credited to the extent of allotted Debentures, ii) we must ensure that the sequence of names as mentioned in the Application Form matches the sequence of name held with our Depository Participant, iii) if the names of the Applicant in this application are not identical and also not in the same order as the Beneficiary Account details with the above mentioned Depository Participant or if the Debentures cannot be credited to our Beneficiary Account for any reason whatsoever, the Company 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.**	**1**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**

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 of ICCL by way of an electronic transfer, in accordance with the terms of the EBP Guidelines:

Beneficiary Name	INDIAN CLEARING CORPORATION LIMITED	INDIAN CLEARING CORPORATION LIMITED	INDIAN CLEARING CORPORATION LIMITED
Account Number	ICCLEB	ICCLEB	ICCLEB
IFSC Code	HDFC0000060	ICIC0000106	YESB0CMSNOC
Mode	RTGS/NEFT	RTGS/NEFT	RTGS/NEFT

The Company 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 company is unable to allot securities.

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

5. 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.

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

ANNEXURE X: ILLUSTRATION OF BOND CASH FLOWS

\Illustration of Cash Flow

The cash flows emanating from the non-convertible securities according to the day count convention (Actual/ Actual) shall be mentioned in the Key Information Document, by way of an illustration.

For the purpose of standardization, if the coupon/ dividend payment date of the non- convertible securities falls on a Sunday or a holiday, the coupon payment shall be made on the next working day. However, the dates of the future payments would continue to be as per the schedule originally stipulated in the offer document. If the maturity date of the debt securities, falls on a Sunday or a holiday, the redemption proceeds shall be paid on the previous working day. In order to ensure consistency, a uniform methodology shall be followed for calculation of interest/ dividend payments in the case of leap year. If a leap year (i.e. February 29) falls during the tenor of a security, then the number of days shall be reckoned as 366 days (Actual/ Actual day count convention) for the entire year, irrespective of whether the interest/ dividend is payable annually, half yearly, quarterly or monthly.

A sample illustration is given below:

Name of the issuer	Krazybee Services Private Limited
Face Value (per security)	INR 1,00,000/- (Indian Rupee One Lakh Only) each
Tranche Issue date/ Date of allotment	June 19, 2024
Date of redemption	December 19, 2025
Tenure and coupon rate	18 (Eighteen) from Deemed Date of Allotment, 10.20% p.a. (ten decimal two zero per cent per annum) payable monthly
Frequency of the interest/ dividend payment (with specified dates)	Monthly Please refer to **Appendix 1** below
Day Count Convention	Actual/Actual

Appendix 1

Payout Date	Record Date	Principal	Interest (Per Debenture)	Outstanding Principal (Per Debenture)
19-07-2024	04-07-2024	-	838.36	1,00,000
19-08-2024	02-08-2024	-	866.30	1,00,000
19-09-2024	04-09-2024	-	866.30	1,00,000
19-10-2024	04-10-2024	-	838.36	1,00,000
19-11-2024	04-11-2024	-	866.30	1,00,000
19-12-2024	04-12-2024	33,333.33	838.36	66,666.67
19-01-2025	03-01-2025	-	577.53	66,666.67
19-02-2025	04-02-2025	-	577.53	66,666.67
19-03-2025	04-03-2025	-	521.64	66,666.67
19-04-2025	04-04-2025	-	577.53	66,666.67
19-05-2025	02-05-2025	-	558.90	66,666.67
19-06-2025	04-06-2025	33,333.33	577.53	33,333.34
19-07-2025	04-07-2025	-	279.45	33,333.34
19-08-2025	04-08-2025	-	288.77	33,333.34

19-09-2025	04-09-2025	-	288.77	33,333.34
19-10-2025	03-10-2025	-	279.45	33,333.34
19-11-2025	04-11-2025	-	288.77	33,333.34
19-12-2025	04-12-2025	33,333.34	279.45	-

Note

The Issuer requested to note that the above cash flow is only illustrative in nature,, The deemed date of allotment, Coupon rate, redemption date and frequency of the interest payment shall vary in nature and aforesaid dates may be modified upon receipt of consent/ permission from existing lender, in case of early redemption of any principal repayment as per the provisions of early redemption option in Debenture Trust Deed, the above cash flow may be changed accordingly.

ANNEXURE XI: PAS 4

Private Placement Offer cum Application Letter
Serial Number:
Addressed to:

FORM NO PAS-4

PRIVATE PLACEMENT OFFER CUM APPLICATION LETTER
("PPOAL")

ISSUE OF UP TO 10,000 (TEN THOUSAND) SENIOR, SECURED, LISTED, RATED, REDEEMABLE, NON-CONVERTIBLE DEBENTURES EACH HAVING A FACE VALUE OF RS. 1,00,000/- (INDIAN RUPEES ONE LAKHS ONLY) AGGREGATING UP TO RS. 100,00,00,000/- (INDIAN RUPEES ONE HUNDRED CRORES ONLY) ("DEBENTURES" OR "NCD(S)") COMPRISING OF BASE ISSUE OF 5,000 (FIVE THOUSAND) SENIOR, SECURED, LISTED, RATED, REDEEMABLE, NON-CONVERTIBLE DEBENTURES EACH HAVING A FACE VALUE OF RS. 1,00,000/- (INDIAN RUPEES ONE LAKHS ONLY) AGGREGATING UP TO RS. 50,00,00,000/- (INDIAN RUPEES FIFTY CRORES ONLY) AND GREEN SHOE OPTION OF UP TO 5,000 (FIVE THOUSAND) SENIOR, SECURED, LISTED, RATED, REDEEMABLE, NON-CONVERTIBLE DEBENTURES EACH HAVING A FACE VALUE OF RS. 1,00,000/- (INDIAN RUPEES ONE LAKHS ONLY) AGGREGATING UP TO RS. 50,00,00,000/- (INDIAN RUPEES FIFTY CRORES ONLY) ("GREEN SHOE OPTION") BY WAY OF A PRIVATE PLACEMENT (THE "ISSUE"), BY KRAZYBEE SERVICES PRIVATE LIMITED (THE "COMPANY" OR "ISSUER") HAVING INTEREST RATE OF 10.20% (TEN DECIMAL TWO ZERO PERCENT) PER ANNUM GROSS OF APPLICABLE TAX PAYABLE MONTHLY FROM THE DATE OF ISSUE;

(Pursuant to Section 42 and Rule 14(3) of the Companies (Prospectus and Allotment of Securities) Rules, 2014
This Form PAS-4 is prepared in accordance with the Companies (Prospectus and Allotment of Securities) Rules, 2014)

KRAZYBEE SERVICES PRIVATE LIMITED

PART A

(a) General Information:

1. Name, address, website and other contact details of the Company, indicating both registered office and the ccorporate office:

Issuer / Company:	Krazybee Services Private Limited
Registered Office:	3rd Floor, No.128/9, Maruthi Sapphire, HAL Airport Road, Murugeshpalya, Bengaluru, Karnataka 560017
Website:	https://www.kbnbfc.in/
Contact Person:	Mr. Vivek Veda
Email:	vivek@krazybee.com
Corporate office:	Innov8 Coworking Property No 69, Regal Building, Connaught Place Delhi-110001.
Branch office:	KRD GEE GEE Crystal, 4th floor, B Wing No. 91 & 92 Radhakrishnan Salai, Mylapore, Chennai-600004

2. Date of Incorporation of the Company: March 16, 2016

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

Krazybee Services Private Limited (the Company) is a Non-Deposit Taking, Non-Banking Finance Company, which is regulated by the Reserve Bank of India (RBI). The company was co-founded by Mr. Madhusudhan Ekambaram and Mr. Karthikeyan Krishnaswamy in March 2016 and received an NBFC license from the RBI in May 2017.

KrazyBee offers unsecured personal loans of up to INR 4,00,000 to young professionals with a tenor of up to 24 months. Company's mission is financial inclusion of masses and enabling consumer credit for 400 Mn+ Indian consumers via technology, especially for those who are new to credit and do not have credit history, which is consistent with Government of India's ('GoI') priority.

KrazyBee operates in the fintech lending space and its entire loan origination is via the mobile application platform under the brand name - "KreditBee". The company has till date catered to ~ 7 million young professionals (compared to an addressable target market of 180 million), disbursed 18,000 Crore+ value of loans.

The founders and the management each have 14-18 years of experience in the areas of technology, operations, project management, sales, finance, risk management, data science, digital marketing and quantitative analysis.

4. Brief particulars of the management of the Company:

Management Details		
Name	**Designation**	**Experience**
Madhusudan Ekambaram	Director	Madhusudan has over 16 years of experience across Product Portfolio Management, Business Innovation, Sales and Business Development. Add to that his personal interest of money lending & chit business (was the Fund Manager for his chit business of size $1.8 million, with 50 members contributing $375 per month). Madhusudan also co-founded FACE (Fintech Association of Consumer Empowerment), a not for profit organization, with the intent to work with all stakeholders including the consumers, regulators, policymakers to proactively evolve consumer-centric practices in the Indian Fin-Tech digital lending space. Madhusudan has completed his BE in Information Technology from NIT Suratkal.
Karthikeyan Krishnaswamy	Director	Karthikeyan has over 13 years of experience in Technology and Products. He has good experience across server/ consumer domains and commonly used languages (JAVA, C, PHP etc) and has conceptualized & commercialized many micro-innovations and software solutions targeted for India and South Pacific market. He started his career at Innovo Solutions and worked there for 5 years. This was followed by an 8 years stint at Huawei where he was the System Architect. This was followed by a one-year stint as CTO at NTT Solutions. At KrazyBee, he

Management Details		
Name	**Designation**	**Experience**
		led the entire technical implementation which includes website development, B2C app roll out and Campus Manager app roll out. Karthikeyan has completed Masters in Computer Science from National University of Singapore (NUS).
Vivek Veda	Director	Vivek has over 15 years of experience dealing in multiple domains in Finance. He is a Chartered Accountant by qualification and has done his B.Com from Delhi University. He started his career as a Consultant at S. S. Kothari Mehta & Co, where he worked for 4 years (including internship years) and was involved in valuation for M&A, merger, demerger, private equity placement etc. This was followed by a 4 years stint at HSBC Global Banking & Markets (Assistant Manager), 3 years at Edelweiss Capital (Mid cap analyst), 1 year at Espirito Santo Investment Bank (Consumer analyst) and 2 years as Emerging Markets Consumer Research Analyst at Societe Generale.

5. Name, address, director identification number (DIN) and occupations of the directors:

Sl. No.	Name of the Directors	Address	DIN	Occupation
1	Madhusudan Ekambaram	No.296, Behind Jublee College, Jinkethimmana Halli, Ramamurthy Nagar, Bengaluru 560036 KA IN	07442577	Director
2	Karthikeyan Krishnaswamy	K-701, SNN Raj Lake View Apts, 29th Main Road NS Palya Main Road, BTM Layout, Bengaluru 560076 KA IN	07449376	Director
3	Vivek Veda	Flat No. 1073, Shoba Daisy Apartment, Bellandur, Green Glay Layout, Bangalore 560103 KA IN	07560229	Director
4	Adesh Gupta Kumar	701, Tagore Avenue, Tagore Road, Santacruz (West), Mumbai - 400 054.	00020403	Independent Director
5	Abhishek Singhvi	B-803, Joy Valencia, Off J V L R, Jogeshwari East, Mumbai -400060	07972535	Independent Director
6	Gopalakrishna Gurrappa	B 301-302, Lady Ratan Tower, Dainik Shivner Marg, Gandhi Nagar Behind Four Seasons Hotel Upper Worli Lower Mumbai, Maharashtra 400018.	06407040	Independent Director

6. Management perception of Risk Factors:

(i) **Repayment is subject to the Credit Risk of the Issuer.**

Potential investors should be aware that receipt of the principal amount (i.e. the redemption amount) and any other amounts that may be due in respect of the Debentures is subject to the credit risk of the Issuer. Potential investors assume the risk that the Issuer will not be able to satisfy their obligations under the Debentures. In the event that bankruptcy proceedings or composition, scheme of arrangement or similar proceedings to avert bankruptcy are instituted by or against the Issuer, the payment of sums due on the Debentures may not be made or may be substantially reduced or delayed.

(ii) **The Secondary Market for Debentures may be Illiquid.**

The Debentures may be very illiquid and no secondary market may develop in respect thereof. Even if there is a secondary market for the Debentures, it is not likely to provide significant liquidity. Potential investors may have to hold the Debentures until redemption to realize any value.

(iii) **Tax Considerations and Legal Considerations**

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

(iv) **Accounting Considerations**

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

(v) **There may be delay or failure in recovering the expected value of assets charged as security**

In the event that the Company is unable to meet its payment and other obligations towards Investors under the terms of the Debentures, the Debenture Trustee may enforce the Security as per the terms of security documents, and other related documents. The Investors recovery in relation to the Debentures will be subject to realisable value of assets charged as security and any failure or delay to recover the expected value of the assets charged as security in connection with the NCDs could expose the investors to a potential loss.

(vi) **Material changes in rules and regulations to which the issuer is subject could impair the issuer's ability to meet payment or other obligations.**

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

(vii) **Legality of purchase**

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

(viii) **Political and economic risk in India**

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

growth of sectors where the Issuer has a relatively higher exposure could adversely impact its performance. Any such slowdown could adversely affect its business, prospects, results of operations and financial condition.

(ix) **Risks related to the business of the issuer**

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

The loans provided by the Issuer are unsecured and if the Issuer is unable to control the level of non-performing loans ("**NPAs**") in the future, or if the loan loss reserves are insufficient to cover future loan losses, the financial condition of the Issuer and results of operations may be materially and adversely affected.

The Issuer cannot assure that the Issuer will be able to effectively control and reduce the level of the impaired loans in its total loan portfolio. The amount of the Issuer's reported non-performing loans may increase in the future as a result of growth in the total loan portfolio, and also due to factors beyond the Issuer's control, such as over-extended member credit that we are unaware of. Failure to manage NPAs or effect recoveries will result in operations being adversely affected.

The Issuer's current loan loss reserves may not be adequate to cover an increase in the amount of NPAs or any future deterioration in the overall credit quality of the Issuer's total loan portfolio. As a result, if the quality of the Issuer's total loan portfolio deteriorates the Issuer may be required to increase the loan loss reserves, which will adversely affect the Issuer's financial condition and results of operations. The Issuer's members largely belong to low-income segment and, as a result, might be vulnerable if economic conditions worsen or growth rates decelerate in India, or if there are natural disasters such as floods and droughts in areas where the Issuer's members live. Moreover, there is no precise method for predicting loan and credit losses, and the Issuer cannot assure that the Issuer's monitoring and risk management procedures will effectively predict such losses or that loan loss reserves will be sufficient to cover actual losses. If the Issuer is unable to control or reduce the level of its NPAs or poor credit quality loans, the Issuer's financial condition and results of the Issuer's operations could be materially and adversely affected.

b) The Issuer's is exposed to operational risks, including employee negligence, petty theft, burglary, embezzlement and fraud by employees, agents, customers or third parties, which could harm our Company's results of operations and financial position.

The issuer is exposed to many types of operational risks. Operational risks can result from a variety of factors, including failure to obtain proper internal authorizations, improperly documented transactions, failure of operational and information security procedures, computer systems, software or equipment, fraud, inadequate training and employee errors. The issuer attempts to mitigate operational risk by maintaining a comprehensive system of internal controls, establishing systems and procedures to monitor transactions, maintaining key back-up procedures, undertaking regular contingency planning and providing employees with continuous training. Any failure to mitigate such risks may adversely affect our Company's business and results of operations.

The Issuer's dependence upon automated systems to record and process transactions may increase the risk that technical system flaws or employee tampering or manipulation of those systems will result in losses that are difficult to detect.

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

c) Loans due within one-year account for almost all of the Issuer's interest income, and a significant reduction in short term loans may result in a corresponding decrease in its interest income.

All of the loans the Issuer issues are due within approximately one year of disbursement. Any potential instability of the Issuer's interest income could materially and adversely affect the Issuer's results of operations and financial position.

The loans given by the issuer are at fixed interest rate, and the tenor of the underlying asset is from 62 days to One year which has provided stability to the portfolio and interest income and has also smoothened operating expense.

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

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

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

If the Issuer is not able to attract, motivate, integrate or retain qualified personnel at levels of experience that are necessary to maintain the Issuer's quality and reputation, it will be difficult for the Issuer to manage its business and growth. The Issuer depends on the services of its executive officers and key employees for its continued operations and growth. In particular, the Issuer's senior management has significant experience in the vehicle finance, banking and financial services industries. The loss of any of the Issuer's executive officers, key employees or senior managers could negatively affect its ability to execute its business strategy, including its ability to manage its rapid growth. The Issuer's business is also dependent on its team of personnel who directly manage its relationships with its members. The Issuer's business and profits would suffer adversely if a substantial number of such personnel left the Issuer or became ineffective in servicing its members over a period of time. The Issuer's future success will depend in large part on its ability to identify, attract and retain highly skilled managerial and other personnel. Competition for individuals with such specialized knowledge and experience is intense in this industry, and the Issuer may be unable to attract, motivate, integrate or retain qualified personnel at levels of experience that are necessary to maintain its quality and reputation or to sustain or expand its operations. The loss of the services of such personnel or the inability to identify, attract and retain qualified personnel in the future would make it difficult for the Issuer to manage its business and growth and to meet key objectives.

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

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

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

The Issuer maintains insurance coverage that it believes commensurate with its operations such as Directors' and officers' liability insurance other general liability insurances. The Issuer's insurance policies, however, may not provide adequate coverage in certain circumstances and may be subject to certain deductibles, exclusions and limits on coverage.
In addition, there are various types of risks and losses for which the Issuer does not maintain insurance, such as losses due to business interruption and natural disasters, because they are either uninsurable or because insurance is not available to the Issuer on acceptable terms. A successful assertion of one or more large

claims against the Issuer that exceeds it's available insurance coverage or results in changes in its insurance policies, including premium increases or the imposition of a larger deductible or co-insurance requirement, could adversely affect the Issuer's business, financial condition and results of operations.

h) Competition from banks and financial institutions, as well as state-sponsored social programs, may adversely affect our profitability and position in the Indian lending industry

The Issuer faces most significant competition from other NBFCs and banks in India. Many of the institutions with which Issuer competes have greater assets and better access to, and lower cost of, funding than the issuer. In certain areas, they may also have better name recognition and larger member bases than Issuer. Issuer anticipates that it may encounter greater competition as they continue expanding the operations in India, which may result in an adverse effect on the business, results of operations and financial condition.

7. Details of defaults, if any, including the amounts involved, duration of default, and present status, in repayment of:

a) Statutory Dues: Nil
b) Debenture and interest thereon: Nil
c) Deposits and interest thereon: Nil
d) Loans from banks and financial institutions and interest thereon: Nil

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

Name: Pallavi Lingaraju
Designation: Company Secretary
Address: 3rd Floor, No.128/9, Maruthi Sapphire,
HAL Airport Road, Murugeshpalya,
Bengaluru, Karnataka 560017
Phone No.: +91 9972857010
Email: pallavis@krazybee.com

9. Any default in annual filing of the Company under the Companies Act, 2013 or rules made thereunder: No**.**

(a) Particulars of the Offer:

a) Financial position of the Company for the last 3 financial year	Refer the Financial Statements attached as **Annexure I**
b) Date of passing of Board/ Committee Resolution	Board of Directors – March 26, 2024 Board Committee (Borrowings) – May 15, 2024
c) Date of passing of resolution in general meeting, authorizing the offer of securities	March 26, 2024
d) Kind of securities offered (i.e. whether share or debenture) and class of security; the total number of shares or other securities to be issued	Up to 10,000 (Ten Thousand) Senior, Secured, Listed, Rated, Redeemable, Non-Convertible Debentures each having a face value of INR 1,00,000/- (Indian Rupees One Lakh Only) aggregating up to INR 100,00,00,000/- (Indian Rupees One Hundred Crores Only) ("**Debentures**") comprising of:

	a. base issue of 5,000 (Five Thousand) Senior, Secured, Listed, Rated, Redeemable, Non-Convertible Debentures each having a face value of INR 1,00,000/- (Indian Rupees One Lakh Only) aggregating up to INR 50,00,00,000/- (Indian Rupees Fifty Crores Only) ("Green Shoe Option"); and b. Green Shoe Option of up to 5,000 (Five Thousand) Senior, Secured, Listed, Rated, Redeemable, Non-Convertible Debentures each having a face value of INR 1,00,000/- (Indian Rupees One Lakh Only) aggregating up to INR 50,00,00,000/- (Indian Rupees Fifty Crores Only) ("Green Shoe Option") ("**Green Shoe Option**");
e) Price at which the security is being offered, including premium if any, along with justification of the price	Face value of INR 1,00,000/- (Indian Rupees One Lakh Only)
f) Name and address of the valuer who performed valuation of the security offered, and basis on which the price has been arrived at along with report of the Registered valuer	Not applicable as each Debenture is issued at a price other than the face value on account of issuance under the same ISIN.
g) Relevant date with reference to which the price has been arrived at	Not applicable as each Debenture is issued at a price other than the face value on account of issuance under the same ISIN.
h) The class or classes of persons to whom the allotment is proposed to be made	The following categories of investors, when specifically approached and have been identified upfront, are eligible to apply for this private placement of Debentures subject to fulfilling their respective investment norms/rules and compliance with laws applicable to them by submitting all the relevant documents along with the Application Form ("**Eligible Investors**"): a) Resident Individuals b) Hindu Undivided Family c) Trust d) Limited Liability Partnerships e) Partnership Firm(s) f) Portfolio Managers registered with SEBI g) Association of Persons h) Companies and Bodies Corporate including Public Sector Undertakings. i) Commercial Banks j) Regional Rural Banks k) Financial Institutions l) Insurance Companies m) Mutual Funds n) Alternative investment funds o) Any other person eligible to invest in the Debentures. All potential Investors are required to comply with the relevant regulations/guidelines applicable to them for investing in this issue of Debentures.

i) Intention of promoters, directors or key managerial personnel to subscribe to the offer (applicable in case they intend to subscribe to the offer) (not required in case of issue of non-convertible debentures)	Not applicable as the Debentures are non-convertible debt instruments.
j) The proposed time within which the allotment shall be completed	Debentures shall be allotted to the investors and PAS-3 shall be filed within 2 (Two) calendar days from Deemed Date of Allotment or such time as set out under Listed NCDs Master Circular as amended from time to time.
k) The names of the proposed allottees and the percentage of post Private Placement issue capital that may be held by them (not required in case of issue of non- convertible debentures);	Not applicable as the Debentures are non-convertible debt instruments.
l) The change in control, if any, in the Company that would occur consequent to the Private Placement	Not applicable as the Debentures are non-convertible debt instruments.
m) The number of persons to whom allotment on preferential basis /private placement / rights issue has already been made during the year (Financial year), in terms of number of securities as well as price	Attached as **"Annexure II"**
n) The justification for the allotment proposed to be made for consideration other than cash together with valuation report of the registered valuer	Not applicable as the Non-Convertible Debentures are issued for cash.
o) Amount, which the Company intends to raise by way of securities	Issue Size: Up to INR 100,00,00,000/- (Indian Rupees One Hundred Crore Only)
p) Terms of raising of securities:	Duration, if applicable: 18 (Eighteen) months from Deemed Date of Allotment. Rate of Interest or dividend: 10.20% p.a. payable monthly Mode of Payment: Electronic Transfer Mode of Repayment: Electronic Transfer Redemption: Final Redemption Date being December 19, 2025

q) Proposed time schedule for which the Issue/Private Placement Offer cum Application Letter is valid	Issue Open Date: June 18, 2024 Issue Closing Date: June 18, 2024
r) Purpose and objects of the Issue/Offer	The funds raised by the Issue shall be utilized only for originating personal loans.
s) Contribution being made by the Promoters or directors either as part of the offer or separately in furtherance of such objects	Not Applicable
t) Principal terms of assets charged as security, if applicable	The Debentures shall be secured by way of a first ranking, exclusive and continuing charge on identified receivables ("**Hypothecated Assets**") created pursuant to the hypothecation agreement to be executed between the Company and the Debenture Trustee as described herein. The Issuer undertakes: • The total charge over the Hypothecated Assets shall constitute 1.10x (One decimal one zero times) or 110% (One hundred and ten percent) of the aggregate amount of principal, Coupon/ dues outstanding and payable to the Debenture Holders, to be created as per terms of the Debenture Trust Deed/ Hypothecation Agreement and other transaction documents. The abovementioned Security Cover shall be maintained at all times during the tenure of the Debentures and until all such dues/claims/outstanding is paid to the Debenture Holders to the satisfaction of the Debenture Trustee • to register and perfect the security over the Hypothecated Assets by filing CHG-9 within the time period applicable as contemplated above no later than 30 (Thirty) calendar days after the Deemed Date of Allotment and create the security prior to the Deemed Date of Allotment by executing a duly stamped Hypothecation Agreement; The Company shall also provide such information sought by the Debenture Trustee for the purpose of filing the prescribed forms and particulars with the Central Registry and Information Utility in connection with the Debentures and the Security Interest over the Hypothecated Assets. • to pay a penal interest of 2.0% (Two Percent) p.a. over the Coupon Rate in case there is any delay in the creation, registration and perfection of the security over the Hypothecated Assets beyond 30 (thirty) calendar days from the date of execution of the hypothecation agreement; • to provide on a quarterly basis, of specific loan receivables/book debts to the Debenture Trustee over which the charge is created and subsisting by way of hypothecation in favour of the Debenture Trustee (for the benefit of the Debenture Holders) ("**Quarterly Hypothecated Asset Report**") • to add fresh loan assets to the Security Cover to ensure that the value of the Hypothecated Assets is equal to 1.10x (One decimal one zero times) or 110% (One hundred and ten percent) of the aggregate amount of principal, Coupon/ dues outstanding and payable to the Debenture Holders where at least 1.10x (One decimal one zero times)

	or 110% (One hundred and ten percent) of the security cover is from principal receivables. • to replace Hypothecated Assets that have been overdue for more than 90 (Ninety) calendar days with current receivables (i.e., 0 DPD). Such replacement shall be effected within 15 (Fifteen) Business Days of the Hypothecated Assets becoming overdue (by more than 90 (Ninety) calendar days). <u>Eligibility Criteria for the Hypothecated Assets:</u> • the receivables are current/existing at the time of selection and have not been terminated or pre-paid. • the receivables have not been restructured or rescheduled. • all "Know Your Customer" norms have been complied with as prescribed by the Reserve Bank of India. • Every loan originated from the issue proceeds should be originated by the Issuer and not loans purchased from a third party. • Loans constituting the Portfolio must be loans directly originated by the Company and not loans purchased from a third party. • Receivables from related party should not be included. For further details on eligibility criteria, the same is set out in the Hypothecation Agreement.
u) The details of significant and material orders passed by the Regulators, Courts and Tribunals impacting the ongoing concern status of the Company and its future operations	Not Applicable

v) The pre-issue and post issue shareholding pattern of the Company in the following pattern as on date:

Sr. No	Category	Pre-issue		Post-issue	
		(Equity+ CCPS)		(Equity + CCPS)	
		No of shares held	% of share holding	No of shares held	% of share holding
A	Promoters' holding	-	-	-	-
1	Indian	-	-	-	-
	Individual	01	0.0001%	01	0.0001%
	Bodies corporate	-	-	-	-
	Sub-total	01	0.0001%	01	0.0001%
2	Foreign promoters	11,27,313	70.2297%	11,27,313	70.2297%
	Sub-total (A)	**11,27,314**	**70.2298%**	**11,27,314**	**70.2298%**
B	Non-promoters' holding	-	-	-	-
1	Institutional investors	-	-	-	-
2	Non-institution	-	-	-	-

	Private corporate bodies	4,77,866	29.7702%	4,77,866	29.7702%
	Directors and relatives	-	-	-	-
	Indian public	-	-	-	-
	Others (including NRIs)	-	-	-	-
	Sub-total (B)	**4,77,866**	**29.7702%**	**4,77,866**	**29.7702%**
	Grand Total (A+B)	**16,05,180**	**100.0000%**	**16,05,180**	**100.0000%**

w) Bank Accounts details for subscription of money.	**Account Name:** Krazybee Services Private Limited **Bank Name:** Yes Bank Ltd **A/c. No**: 059481300000158 **IFSC Code:** YESB0000594 **Address**: Ground Floor, Lancor Westminister, 108, Dr Radha Krishnan, Salai, Mylapore, Chennai - 600004

x) Mode of Payment for Subscription: Not applicable

( ) Cheque
( ) Demand Draft
( ) Other Banking Channels

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

1. Any financial or other material interest of the directors, promoters or key managerial personnel in the offer/ Issue and the effect of such interest in so far as it is different from the interests of other persons	Not Applicable
2. Details of any litigation or legal action pending or taken by any Ministry or Department of the Government or a statutory authority against any promoter of the Company during the last 3 (three) years immediately preceding the year of the circulation of this Private Placement offer cum application letter and any direction issued by such Ministry or Department or statutory authority upon conclusion of such litigation or legal action shall be disclosed	Not Applicable

3. Remuneration of directors (during the current year and last 3 (three) financial years):

Name of the Director	Remuneration (in Rs)
2023-24	
Vivek Veda	2,20,90,000/-
Madhusudan Ekambaram	NIL
Karthikeyan Krishnaswamy	NIL

2022-23:	
Vivek Veda	1,43,00,000/-
Madhusudan Ekambaram	NIL
Karthikeyan Krishnaswamy	NIL
2021-22:	
Vivek Veda	81,70,000/-
Madhusudan Ekambaram	NIL
Karthikeyan Krishnaswamy	NIL

4. Related party transactions entered during the last 3 (three) financial years immediately preceding the year of circulation of this Private Placement offer cum application letter including with regard to loans made or, guarantees given or securities provided:

Transaction	**Related Party**	**31-03-2024**	**31-03-2023**	**31-03-2022**
		(in lakhs)	**(in lakhs)**	**(in lakhs)**
Amount owed by related parties	Finnovation tech solutions Private Limited.	**-**	**2,666.40**	**9298.54**
Amount owed by related parties	Finnovation tech solutions Private Limited.	1,217.67	-	
Unamortised corporate guarantee	Finnovation tech solutions Private Limited.	260.23	-	
Sale of Services	Finnovation tech solutions Private Limited.	103.05-	8665.99	15963.98
		-		
Interest Income	Anish Gupta	0.13	-	-
Purchase of services	Finnovation tech solutions Private Limited	33984.02	20227.72	818.13
Securities premium	Finnov Private Limited	2262.10	-	3,683.63
Amount owed to related parties	Finnovation Tech Solutions Private Limited	7,363.75	374.60	-
Amount owed to related parties	Finnov Private Limited	0.02	0.02	0.02

Amount owed to related parties	Directors	-	0.09	1.50
Amount owed to related parties	Finnovation Tech Solutions Private Limited	405.40	136.04	-
Trademark	Finnov Private Limited	0.55	-	-
Borrowings from related party	Finnov Private Limited	-	-	11,371.07
Outsanding Personal Loan (including accrued interest)	Anish Gupta	0.75	-	-
Issue of Non-Convertible Debentures (including accrued interest)	Krishnaswamy Bhanumath	80.27	-	-
	Shanmuga Nursing Home	-	-	-
	Vani Jain	20.08	-	60.26
	Nutan Soudagar	-	70.00	70.31
	Madhusudan Ekambaram	-	-	90.39
	Anil Veda	20.07	10.00	
	Sreenidhi Sattanathan	50.20	-	-
	Vibha Veda	20.07	20.00	20.23
	Vivek Veda	100.39	20.00	20.23
	Marappa Krishnaswamy	20.07	-	-
Finance Cost	Finnov Private Limited	-	536.73	641.49
	Sreenidhi Sattanathan	5.41	-	
	Krishnaswamy Bhanumathi	6.94	-	-
	Madhusudan Ekambaram	40.73	8.98	13.11
	Nutan Soudagar	8.42	8.04	6.89
	Shanmuga Nursing Home	-	-	-
	Krishnamurthy Ekambaram	-	-	-
	Latha	-	-	-
	Manjula	-	-	-
	Anil Veda	2.23	1.08	-
	Vani Jain	2.16	5.99	8.74
	Vibha Veda	2.50	2.17	2.77
	Vivek Veda	11.16	2.17	2.77
	Marappa Krishnaswamy	1.73	-	-
	Sattanathan Viswanathan	2.41	-	-

5. Summary of reservations or qualifications or adverse remarks of auditors in the last 5 (five) financial years immediately preceding the year of issue of private placement basis offer cum application letter and of their impact on the financial statements and financial position of the Company and the corrective steps taken and proposed to be taken by the Company for each of the said reservations or qualifications or adverse remark	Not Applicable
6. Details of any inquiry, inspections or investigations initiated or conducted under the Companies Act or any previous company law in the last 3 (three) years immediately preceding the year of issue of Private Placement offer cum application letter in the case of the Company and all of its subsidiaries. Also if there were any were any prosecutions filed (whether pending or not) fines imposed, compounding of offences in the last 3 (three) years immediately preceding the year of the Private Placement offer cum application letter and if so, section-wise details thereof for the Company and all of its subsidiaries	In exercise of its powers under Section 206 of the Companies Act, 2013, the Registrar of Companies, Karnataka on January 13, 2022, sought information on the statutory documents such as minutes, statutory registers, business operations and the shareholding of the Company including details of foreign investments received by the Company. The Company duly complied and submitted all the requisite documents.
7. Details of acts of material frauds committed against the Company in the last 3 (three) years, if any, and if so, the action taken by the company	Not Applicable

6. Financial Position of the Company:

The capital structure of the Company in the following manner in a tabular form as on date:

The authorised, issued, subscribed and paid up capital (number of securities, description and aggregate nominal value)	**Share Capital** **Authorised Share Capital**	**INR**
	Equity Shares of INR 10/- each	3,00,00,000
	Compulsory Convertible Preference Shares of INR 18,000/- each	1008,00,00,000
	TOTAL	1011,00,00,000
	Issued, Subscribed and Fully Paid- up	

	Equity Shares of INR 10 each, fully paid-up	11,27,3140
	Compulsory Convertible Preference Shares of INR 18,000/- each	860,15,88,000
	TOTAL	8,61,28,61,140
Size of the Present Offer	Up to INR 100,00,00,000/- (Indian Rupees One Hundred Crore Only)	
Paid-up Capital: a) After the offer: b) After the conversion of Convertible Instruments (if applicable)	No Change, since the offer pertains to issuance of Non-Convertible Debentures	
Share Premium Account: a) Before the offer: b) After the offer:	No Change, since the offer pertains to issuance of Non-Convertible Debentures	

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

Date of Allotment	No. of Shares allotted	Face value of shares	Issue Price	Form of Consideration
March 16, 2016	10	10/-	10	Cash
March 16, 2016	9990	10/-	10	Cash
August 16, 2016	10408	10/-	3162	Cash
July 28, 2017	18822	10/-	3162	Cash
November 17, 2017	88312	10/-	3162	Cash
September 12, 2018	41468	10/-	3500	Cash
November 15, 2018	144440	10/-	3500	Cash
January 11, 2019	100665	10/-	3500	Cash
March 1, 2019	203171	10/-	3500	Cash
March 28,2019	39240	10/-	3500	Cash
June 19, 2019	99807	10/-	3500	Cash
March 26, 2021	3,13,900	10/-	6700	Cash
September 02, 2021	53,619	10/-	6880	Conversion of ECB to equity shares
December 02, 2022	1,42,260	18,000/-	24,175.13	Cash
December 08, 2022	24,202	18,000/-	24,175.13	Cash
January 18, 2023	2,03,507	18,000/-	24,175.13	Cash
January 27, 2023	19,680	18,000/-	24,175.13	Cash
November 29, 2023	9361	10/-	24,175.13	Cash

Shareholding pattern of the Issuer

Equity Shares:

Sr. No.	Name of the Shareholder / Particulars	Class	Total Number of equity shares	Total percentage (%) of Shareholding	Number of shares held in Demat Form
1	Madhusudan Ekambaram	Equity	01	0.0001%	Nil
2	Finnov Private Limited	Equity	11,27,313	99.9999%	11,27,313
Total			**11,27,314**	**100.0000%**	

Compulsorily Convertible Preference Shares **("CCPS")**

Sr. No.	Name of the Shareholder / Particulars	Class	Total Number of Preference shares	Total percentage (%) of Shareholding	Number of shares held in Demat Form
1	PI Opportunities Fund I	Series D CCPS	66,350	13.88%	66,350
2	PI Opportunities Fund II	Series D CCPS	15,709	3.29%	15,709
3	Indian Business Excellence Fund IV	Series D CCPS	64,149	13.42%	64,149
4	NewQuest Asia Fund IV (Singapore) Pte. Ltd.	Series D CCPS	29,939	6.27%	29,939
5	MUFG Bank, Ltd.	Series D CCPS	31,158	6.52%	31,158
6	Wiseanya Limited	Series D CCPS	2,49,581	52.23%	2,49,581
7	Mirea Asset Late Stage Opportunities Fund	Series D CCPS	20,980	4.39%	20,980
Total			**4,77,866**	**100.00%**	**4,77,866**

Details of allotments made by the Company in the last one year prior to the date of this Private Placement Offer cum Application Letter for consideration other than cash and details of the consideration in each case.	Nil

Profits of the Company, before and after making provision for tax, for the 3 (three) financial years immediately preceding the date of circulation of private placement Offer cum Application Letter

FY	PBT (in INR Cr)	PAT (in INR Cr)
FY 2024	268.3867	200.3582
FY 2023	87.50	65.10
FY 2022	41.39	28.79

Dividends declared by the Company in respect of the said 3 (three) financial years; interest coverage ratio for last three years (cash profit after tax plus interest paid/interest paid)	Nil

A summary of the financial position of the Company as in the 3 (three) audited balance sheets immediately preceding the date of circulation of this Private Placement Offer cum Application Letter	**Annexure I**
Audited Cash Flow Statement for the 3 (three) years immediately preceding the date of circulation of this private placement Offer cum Application Letter	**Annexure I**
Any change in accounting policies during the last 3 (three) years and their effect on the profits and the reserves of the Company	The Company has adopted Indian Accounting Standards (IND-AS) as per the applicable regulations and pursuant to Section 133 of Companies Act, 2013 read with Companies (Indian Accounting Standard) Rules, 2015. Previous year figures have been restated to conform to IND-AS.

7. DECLARATION (To be provided by the Directors)

a. The Company has complied with the provisions of the Companies Act, 2013 and the rules made thereunder;

b. The compliance with the Companies Act and the rules does 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 Private Placement Offer cum Application Letter;

I am authorized by the Board Committee (Borrowings) of the Company *vide* resolution no. 07 dated May 15, 2024, to sign this form and declare that all the requirements of Companies Act, 2013 and the rules made thereunder in respect of the subject matter of this form and matters incidental thereto have been complied with.

Whatever is stated in this form and in the attachments thereto is true, correct and complete and no information material to the subject matter of the Private Placement Offer cum Application Letter has been suppressed or concealed and is as per the original records maintained by the promoters subscribing to the Memorandum of Association and Articles of Association.

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

For **Krazybee Services Private Limited**

Authorized Signatory
Name: Mr. Vivek Veda
Designation: Director
DIN: 07560229
Date: June 18, 2024
Place: Bengaluru

Enclosed
Copy of Shareholders Resolution
Copy of Board Committee (Borrowings)

PART – B
(To Be filled by the applicant)

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

_____

Authorised Signatory

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

ANNEXURE I

Statement of Assets and Liabilities

(Rs. in lakhs)

Sl. No.	Particulars	As at March 31, 2024 (Audited)	As at March 31, 2023 (Audited)
	ASSETS		
1	**Financial assets**		
(a)	Cash and cash equivalents	21,510.17	28,194.14
(b)	Bank balance other than (a) above	7,347.26	4,844.87
(c)	Trade receivables	416.27	2,666.40
(d)	Loans	4,56,693.19	2,31,831.62
(e)	Investments	-	13,193.16
(f)	Other financial assets	5,307.66	6,023.68
		4,91,274.55	2,86,753.87
2	**Non-financial assets**		
(a)	Current tax assets (net)	994.20	1,351.38
(b)	Deferred tax Assets (Net)	6,962.89	2,417.75
(c)	Property, plant and equipment	318.08	73.68
(d)	Right of use assets	1,637.24	319.84
(e)	Intangible assets under development	51.07	-
(f)	Other intangible assets	9.85	4.78
(g)	Other non-financial assets	2,845.22	1,801.42
		12,818.55	5,968.85
	Total assets	5,04,093.10	2,92,722.72
	LIABILITIES AND EQUITY		
	LIABILITIES		
1	**Financial liabilities**		
(a)	(I) Trade Payables		
	(i) total outstanding dues of micro enterprises and small enterprises	1,401.67	195.42
	(ii) total outstanding dues of creditors other than micro enterprises and small enterprises	11,446.55	1,884.21
(b)	Debt securities	1,20,184.10	72,050.90
(c)	Borrowings (other than debt securities)	1,53,787.36	57,308.37
(d)	Other financial liabilities	7,720.12	662.66
		2,94,539.80	1,32,101.56
2	**Non-financial liabilities**		
(a)	Provisions	776.43	236.72
(b)	Other non-financial liabilities	3,742.93	1,330.47
		4,519.36	1,567.19
3	**EQUITY**		
(a)	Equity share capital	112.73	111.79
(b)	Instruments entirely equity in nature	86,015.88	70,136.82
(c)	Other equity	1,18,905.33	88,805.36
		2,05,033.94	1,59,053.97
	Total Liabilities and Equity	5,04,093.10	2,92,722.72

ASC & ASSOCIATES NEW DELHI Chartered Accountants

KRAZYBEE SERVICES PVT. LTD.

KRAZYBEE SERVICES PRIVATE LIMITED
CIN: U65100KA2016PTC086990
Registered office: 3rd Floor, No.128/9, Maruthi Sapphire, HAL Airport Road, Murgesh Palya, Bangalore - 560017
Tel. No. 080-41308395
Website: www.kbnbfc.in ; Email : reachus@kbnbfc.in

Audited Financial Results for the quarter and year ended March 31, 2024

(Rs. In lakhs)

Sl. No.	Particulars	Quarter ended			Year ended	
		March 31, 2024 (Audited)	December 31, 2023 (Reviewed)	March 31, 2023 (Audited)	March 31, 2024 (Audited)	March 31, 2023 (Audited)
1	Revenue from operations					
	Interest income	39,879.32	33,973.27	18,600.41	1,22,583.41	47,774.98
	Fees and commission income	6,091.22	4,083.55	6,805.16	16,878.72	17,070.38
	Net gain on fair value changes	34.48	94.99	201.45	463.58	451.60
	Other operating income	-	-	-	-	6,403.83
	Total Revenue from operations	46,005.02	38,151.81	25,607.02	1,39,925.71	71,700.79
2	Other income	106.44	0.01	66.90	107.01	67.11
3	Total income (1 + 2)	46,111.46	38,151.82	25,673.92	1,40,032.72	71,767.90
	Expenses					
	Finance costs	7,593.04	6,514.56	4,333.42	23,510.14	16,454.64
	Fees and commission expense	2,597.53	2,051.70	7,934.97	11,107.50	14,652.80
	Impairment on financial instruments	15,682.20	9,722.44	5,470.16	43,188.23	24,853.22
	Employee benefits expenses	5,732.28	6,416.94	950.72	18,834.64	3,736.74
	Depreciation and amortization expense	140.94	90.74	47.81	364.67	165.15
	Other expenses	5,878.51	4,459.03	1,200.93	16,188.87	3,155.58
4	Total Expenses	37,624.50	29,255.41	19,938.01	1,13,194.05	63,018.13
5	Profit before tax for the period (3 - 4)	8,486.96	8,896.41	5,735.91	26,838.67	8,749.77
	Tax expense:					
	(1) Current tax	3,899.68	2,795.13	117.48	11,229.53	2,347.31
	(2) Deferred tax	(1,738.58)	(664.47)	1,339.17	(4,544.64)	(89.74)
	(3) Tax for earlier years	(0.00)	117.96	0.00	117.96	83.35
6	Total tax expense	2,161.10	2,248.62	1,456.65	6,802.85	2,340.92
7	Profit after tax for the period (5 - 6)	6,325.86	6,647.79	4,279.26	20,035.82	6,508.85
8	Other comprehensive income					
	(i) Items that will not be reclassified to profit or loss	(17.04)	5.03	(35.68)	(1.96)	(18.77)
	(ii) Income tax relating to items that will not be reclassified to profit or loss	4.29	(1.27)	8.98	0.49	4.72
	Total other comprehensive income/(loss), net of tax	(12.75)	3.76	(26.70)	(1.47)	(14.05)
9	Total comprehensive income for the period/year (7 + 8)	6,313.11	6,651.55	4,252.56	20,034.35	6,494.80
10	Earnings per share (not annualised) [face value of Rs.10 each]					
	Basic (Rs.)	361.14	592.86	380.81	1,787.12	579.22
	Diluted (Rs.)	415.77	439.97	291.33	1,325.21	332.55

ASC & ASSOCIATES NEW DELHI Chartered Accountants

KRAZYBEE SERVICES PVT. LTD.

Statement of Cash Flows

(Rs. In lakhs)

Particulars	Year ended March 31, 2024	Year ended March 31, 2023
Cash flow from operating activities:		
Profit before tax	26,838.67	8,749.77
Adjustments for:		
Interest income	(1,22,091.16)	(47,275.83)
Depreciation and amortization expense	364.67	165.15
Interest income from investments	(492.25)	(499.15)
Realised gain on sale of investments	(463.58)	(423.79)
Unrealised gain on sale of investments	-	(27.81)
Impairment on financial instruments	43,188.23	24,853.22
Share based payment expense	6,062.97	241.49
Finance cost	23,403.66	15,352.56
Interest income on security deposits	(11.30)	(5.83)
Interest on lease liability	106.48	37.09
Cash inflow from interest on loans	1,17,530.42	50,001.92
Cash outflow towards finance cost	(23,001.61)	(14,405.93)
Cash generated from operations before working capital changes	71,435.20	36,762.86
Working capital changes:		
Decrease in bank balances other than cash and cash equivalents	-	35.91
(Increase) in loans	(2,62,282.92)	(1,47,951.83)
Decrease in trade receivables	2,250.13	6,874.15
Decrease / (Increase) in other financial assets	727.32	(1,470.18)
(Increase) in other non-financial assets	(1,117.06)	(1,492.77)
Increase in trade payables	10,768.59	1,358.87
Increase in provisions	537.75	104.87
Increase in other financial liabilities	5,768.96	274.51
Increase in other non-financial liabilities	1,206.32	155.81
Cash (used in) operations	(1,70,705.71)	(1,05,347.80)
Income tax paid (net of refunds)	(10,990.31)	(3,828.48)
Net cash flows (used in) operating activities (A)	(1,81,696.02)	(1,09,176.28)
Cash flow from investing activities:		
Purchase of property, plant and equipment and intangible assets	(384.19)	(41.46)
Sale of property, plant and equipment and intangible assets	0.21	0.81
Purchase of investment in mutual funds	(3,47,900.00)	(2,66,443.00)
Proceeds from liquidation of investment in mutual fund	3,61,556.73	2,59,899.42
Net investments in fixed deposits	(2,486.00)	(3,661.82)
Interest received on investments	475.86	463.24
Net cash flow (used in) investing activities (B)	11,262.61	(9,782.81)
Cash flow from financing activities:		
Issue of CCPS (including securities premium & net of share issue expenses)	20,974.17	92,390.85
Proceeds from issue of shares and security premium	2,263.04	-
Buy back of equity shares (including related income tax)	-	(724.11)
Debt securities issued	1,34,495.00	86,855.00
Debt securities issued repaid	(86,287.57)	(42,477.54)
Borrowings other than debt securities raised	4,24,591.07	1,68,701.24
Borrowings other than debt securities repaid	(3,28,588.36)	(1,65,036.14)
Dividends paid (including related income tax)	(3,354.56)	-
Repayment of lease liabilities	(343.35)	(172.19)
Net cash flow generated from financing activities (C)	1,63,749.44	1,39,537.11
Net increase / (decrease) in cash and cash equivalents (A + B + C)	(6,683.97)	20,578.02
Cash and cash equivalents at the beginning of the period	28,194.14	7,616.12
Cash and cash equivalents at the end of the period*	21,510.17	28,194.14

*Cash and cash equivalents presented in the cash flow statement consist of cash on hand and unencumbered & highly liquid bank balances.

ASC & ASSOCIATES NEW DELHI Chartered Accountants

KRAZYBEE SERVICES PVT. LTD.

KRAZYBEE SERVICES PRIVATE LIMITED
Balance Sheet
(All amounts are in Rs. Lakhs, unless otherwise stated)

S.No	Particulars	Note	As at March 31, 2023	As at March 31, 2022
	ASSETS			
(1)	**Financial assets**			
(a)	Cash and cash equivalents	3(I)	28,179.96	7,616.12
(b)	Bank balance other than (a) above	3(II)	4,805.21	1,179.30
(c)	Trade receivables	4	2,666.40	9,540.55
(d)	Loans	5	2,31,831.62	1,11,496.77
(e)	Investments	6	13,193.16	6,197.98
(f)	Other financial assets	7	5,670.55	4,551.42
	Sub-Total - Financial Assets		2,86,346.90	1,40,582.14
(2)	**Non-financial assets**			
(a)	Current tax assets (net)	8	1,351.38	654.45
(b)	Deferred tax assets (net)	9	2,417.75	2,323.29
(c)	Property, plant and equipment	10	73.68	60.35
(d)	Right of use asset		319.84	165.04
(e)	Intangible assets	11	4.78	2.75
(f)	Other non-financial assets	12	2,202.88	319.39
	Sub-Total - Non-Financial Assets		6,370.31	3,525.27
	Total assets		2,92,717.21	1,44,107.41
	LIABILITIES AND EQUITY			
	LIABILITIES			
(1)	**Financial liabilities**			
(a)	Trade payables	13		
	(I) total outstanding dues of micro enterprises and small enterprises		195.42	40.70
	(II) total outstanding dues of creditors other than micro enterprises and small enterprises		1,884.21	680.06
(b)	Debt securities	14	66,114.94	26,799.76
(c)	Borrowings (other than debt securities)	15	63,244.33	53,570.33
(d)	Other financial liabilities	16	662.66	241.20
	Sub-Total - Financial Liabilities		1,32,101.56	81,332.05
(2)	**Non-financial liabilities**			
(a)	Current tax liabilities (net)	17	-	800.89
(b)	Provisions	18	236.72	113.08
(c)	Other non-financial liabilities	19	1,324.96	1,210.45
	Sub-Total - Non-Financial Liabilities		1,561.68	2,124.42
(3)	**EQUITY**			
(a)	Equity share capital	20(a)	111.79	112.38
(b)	Instruments entirely equity in nature	20(b)	70,136.82	-
(c)	Other equity	21	88,805.36	60,538.56
	Sub-Total - Equity		1,59,053.97	60,650.94
	Total liabilities and equity		2,92,717.21	1,44,107.41

Summary of significant accounting policies 2
The accompanying notes are an integral part of the Financial Statements.

As per our report of even date
For ASC & Associates
Chartered Accountants
Firm Registration No-011663N

For and on behalf of the Board of Directors of
KrazyBee Services Private Limited
CIN:U65100KA2016PTC086990

ASC & ASSOCIATES NEW DELHI Chartered Accountants

CA Denesh Singh
Partner
Membership No: 097345
Place: New Delhi
Date: May 29, 2023

Madhusudan Ekambaram
Director
DIN:07442577
Place: Bengaluru
Date: May 29, 2023

Karthikeyan Krishnaswamy
Director
DIN: 07449376
Place: Bengaluru
Date: May 29, 2023

Pallavi Lingaraju
Company Secretary
Membership No: A56733
Place: Bengaluru
Date: May 29, 2023

UDIN: 23097345BGZDPK1405

KRAZYBEE SERVICES PRIVATE LIMITED
Statement of profit and loss
(All amounts are in Rs. Lakhs, unless otherwise stated)

S.No	Particulars	Note	Year ended March 31, 2023	Year ended March 31, 2022
	Revenue from operations			
(i)	Interest income	22	47,774.98	17,500.34
(ii)	Fees and commission income	23	23,474.21	15,969.40
(iii)	Net gain/(loss) on fair value changes	24	451.60	189.71
1	**Total revenue from operations**		71,700.79	33,659.45
2	**Other income**	25	207.11	27.92
3	**Total income (1+2)**		71,907.90	33,687.37
	Expenses			
(i)	Finance costs	26	16,425.09	7,532.88
(ii)	Fees and commission expense	27	14,373.25	1,679.41
(iii)	Impairment on financial instruments	28	24,853.22	16,183.78
(iv)	Employee benefits expenses	29	3,680.02	2,562.77
(v)	Depreciation and amortization expense	30	165.15	267.43
(vi)	Other expenses	31	3,661.40	1,322.57
4	**Total expenses**		63,158.13	29,548.84
5	**Profit before tax (3-4)**		8,749.77	4,138.53
	Tax expense:	32		
	(1) Current tax		2,247.31	2,056.35
	(2) Deferred tax (credit) / charge		(89.74)	(859.67)
	(3) Tax in respect of earlier years		83.35	62.91
6	**Total tax expense**		2,240.92	1,259.59
7	**Profit for the year (5-6)**		6,508.85	2,878.94
8	**Other comprehensive income**			
	(i) Items that will not be reclassified to profit or loss		(18.77)	22.55
	Gain/(Loss) on remeasurement of defined benefit plans		4.72	(5.68)
	(ii) Income tax relating to items that will not be reclassified to profit or loss			
	Other comprehensive income		(14.05)	16.87
9	**Total comprehensive income for the year (7+8)**		6,494.80	2,895.81
10	**Earnings per equity share**			
	Basic (Rs.)		579.22	261.43
	Diluted (Rs.)		532.55	261.43

Summary of significant accounting policies 2
The accompanying notes are an integral part of the Financial Statements.

As per our report of even date
For ASC & Associates
Chartered Accountants
Firm Registration No: 011863N

ASC & ASSOCIATES NEW DELHI Chartered Accountants

CA Denesh Singh
Partner
Membership No: 097345
Place: New Delhi
Date: May 29, 2023

For and on behalf of the Board of Directors of
KrazyBee Services Private Limited
CIN:U65100KA2016PTC086990

Madhusudan Ekambaram
Director
DIN:07442577
Place: Bengaluru
Date: May 29, 2023

Karthikeyan Krishnaswamy
Director
DIN: 07449376
Place: Bengaluru
Date: May 29, 2023

Pallavi Lingaraju
Company Secretary
Membership No: A56733
Place: Bengaluru
Date: May 29, 2023

UDIN: 23097345BG2DPK1405

KRAZYBEE SERVICES PRIVATE LIMITED
Statement of Cash Flows
(All amounts are in Rs. Lakhs, unless otherwise stated)

Particulars	Year ended March 31, 2023	Year ended March 31, 2022
Cash flow from operating activities:		
Profit before tax	8,749.77	4,138.53
Adjustments for:		
Interest income	(47,275.83)	(17,196.23)
Depreciation and amortization expense	165.15	267.43
Interest income from investments	(499.15)	(304.11)
Net gain on sale of investments	(451.60)	(206.96)
Impairment on financial instruments	24,853.22	16,183.78
Share based payment expense	241.49	316.30
Finance cost	15,352.56	7,131.10
Unrealized foreign exchange loss	-	359.11
Interest income on security deposits	(5.83)	(7.44)
Interest on lease liability	37.09	42.67
Cash inflow from interest on loans	50,001.92	17,137.14
Cash outflow towards finance cost	(14,405.93)	(6,331.27)
Cash generated from operations before working capital changes	36,762.86	21,530.05
Working capital changes:		
(Increase) in loans	(1,47,951.82)	(62,809.89)
(Increase) / Decrease in trade receivables	6,874.15	(9,540.55)
(Increase) / Decrease in other financial assets	(1,063.21)	3,929.92
(Increase) in other non-financial assets	(1,896.09)	(255.21)
Increase / (Decrease) in trade payables	1,358.87	(868.92)
Increase in provisions	104.87	57.55
Increase in other financial liabilities	274.51	12.90
Increase in other non-financial liabilities	152.16	131.08
Cash (used in) operations	(1,05,383.70)	(47,813.07)
Income tax paid (net of refunds)	(3,828.48)	(2,031.16)
Net cash flows (used in) operating activities (A)	(1,09,212.18)	(49,844.23)
Cash flow from investing activities:		
Purchase of property, plant and equipment and intangible assets	(40.66)	(2.99)
(Purchase) of mutual funds (net)	(6,543.58)	(2,479.77)
Net investments in fixed deposits	(3,625.91)	(807.58)
Interest received on investments	449.06	315.27
Net cash flow (used in) investing activities (B)	(9,761.09)	(2,975.07)
Cash flow from financing activities:		
Net proceeds from issue of CCPS	92,390.85	-
Buy back of equity shares (including related income tax)	(724.11)	-
Debt securities issued (net)	38,441.50	14,395.74
Borrowings other than debt securities raised (net)	9,601.06	21,548.43
Payment towards lease liabilities	(172.19)	(231.73)
Net cash flow generated from financing activities (C)	1,39,537.11	35,712.44
Net increase / (decrease) in cash and cash equivalents (A + B + C)	20,563.84	(17,106.86)
Cash and cash equivalents at the beginning of the year	7,616.12	24,722.98
Cash and cash equivalents at the end of the year*	28,179.96	7,616.12

**Cash and cash equivalents presented in the cash flow statement consist of cash on hand and unencumbered & highly liquid bank balances.*

As per our report of even date
For ASC & Associates
Chartered Accountants
Firm Registration No: 011863N

CA Denesh Shah
Partner
Membership No: 097345
Place: New Delhi
Date: May 29, 2023

For and on behalf of the Board of Directors of
KrazyBee Services Private Limited
CIN:U65100KA2016PTC086990

Madhusudan Ekambaram
Director
DIN:07442577
Place: Bengaluru
Date: May 29, 2023

Karthikeyan Krishnaswamy
Director
DIN: 07449376
Place: Bengaluru
Date: May 29, 2023

Pallavi Lingaraju
Company Secretary
Membership No: A56733
Place: Bengaluru
Date: May 29, 2023

KRAZYBEE SERVICES PRIVATE LIMITED
Balance Sheet
(All amounts are in INR Lakhs, unless otherwise stated)

S.No	Particulars	Note	As at March 31, 2022	As at March 31, 2021
	ASSETS			
(1)	**Financial assets**			
(a)	Cash and cash equivalents	3(I)	7,616.12	24,722.98
(b)	Bank balance other than (a) above	3(II)	1,179.30	371.72
(c)	Trade receivables	4	9,540.55	-
(d)	Loans	5	1,11,496.77	64,114.48
(e)	Investments	6	6,197.98	3,511.25
(f)	Other financial assets	7	4,785.72	8,485.06
	Sub-Total - Financial Assets		1,40,816.44	1,01,205.49
(2)	**Non-financial assets**			
(a)	Current tax assets (net)	8	654.45	654.45
(b)	Deferred tax assets (net)	9	2,323.29	1,469.30
(c)	Property, plant and equipment	10	60.35	113.90
(d)	Right of use asset		165.04	86.95
(e)	Intangible assets	11	2.75	13.39
(f)	Other non-financial assets	12	85.09	54.78
	Sub-Total - Non-Financial Assets		3,290.97	2,392.77
	Total assets		1,44,107.41	1,03,598.26
	LIABILITIES AND EQUITY			
	LIABILITIES			
(1)	**Financial liabilities**			
(a)	Trade payables	13		
	(I) total outstanding dues of micro enterprises and small enterprises		40.70	22.16
	(II) total outstanding dues of creditors other than micro enterprises and small enterprises		680.06	1,567.52
(b)	Debt securities	14	26,113.48	11,717.74
(c)	Borrowings (other than debt securities)	15	53,335.00	35,116.45
(d)	Other financial liabilities	16	1,162.81	251.40
	Sub-Total - Financial Liabilities		81,332.05	48,675.27
(2)	**Non-financial liabilities**			
(a)	Current tax liabilities (net)	17	800.89	712.79
(b)	Provisions	18	113.08	78.08
(c)	Other non-financial liabilities	19	1,210.45	382.28
	Sub-Total - Non-Financial Liabilities		2,124.42	1,173.15
(3)	**EQUITY**			
(a)	Equity share capital	20	112.38	107.02
(b)	Other equity	21	60,538.56	53,642.82
	Sub-Total - Equity		60,650.94	53,749.84
	Total liabilities and equity		1,44,107.41	1,03,598.26

Summary of significant accounting policies 2
The accompanying notes are an integral part of the Financial Statements.

As per our report of even date
For ASC & Associates
Chartered Accountants
Firm Registration No: 011863N

CA Denesh Singh
Partner
Membership No: 097145
Place: New Delhi
Date: May 25, 2022

For and on behalf of the Board of Directors of
KrazyBee Services Private Limited
CIN:U65100KA2016PTC086990

MADHUSUDAN EKAMBARAM
Director
DIN:07442577
Place: Bengaluru
Date: May 25, 2022

KARTHIKEYAN KRISHNASWAMY
Director
DIN: 07449376
Place: Bengaluru
Date: May 25, 2022

PALLAVI LINGARAJU
Company Secretary
Membership No: A56733
Place: Bengaluru
Date: May 25, 2022

KRAZYBEE SERVICES PRIVATE LIMITED
Statement of Profit and Loss
(All amounts are in INR Lakhs, unless otherwise stated)

S.No	Particulars	Note	Year ended March 31, 2022	Year ended March 31, 2021
	Revenue from operations			
(i)	Interest income	22	17,500.34	14,374.28
(ii)	Fees and commission income	23	15,969.40	8,075.76
(iii)	Net gain/(loss) on fair value changes	24	189.71	(110.89)
1	Total revenue from operations		33,659.45	22,339.15
2	Other income	25	27.92	38.40
3	Total income (1+2)		33,687.37	22,377.55
	Expenses			
(i)	Finance costs	26	7,532.88	6,104.06
(ii)	Fees and commission expense	27	1,679.41	1,105.92
(iii)	Impairment on financial instruments	28	16,183.78	9,666.61
(iv)	Employee benefits expenses	29	2,562.77	1,018.75
(v)	Depreciation and amortization expense	30	267.43	211.83
(vi)	Other expenses	31	1,322.57	641.18
4	Total expenses		29,548.84	18,748.35
5	Profit before tax (3-4)		4,138.53	3,629.20
	Tax expense:	32		
	(1) Current tax		2,056.35	1,028.15
	(2) Deferred tax (credit) / charge		(859.67)	(201.09)
	(3) Tax in respect of earlier years		62.91	-
6	Total tax expense		1,259.59	827.06
7	Profit for the year (5-6)		2,878.94	2,802.14
8	Other comprehensive income			
	(i) Items that will not be reclassified to profit or loss Gain/(Loss) on remeasurement of defined benefit plans		22.55	(14.02)
	(ii) Income tax relating to items that will not be reclassified to profit or loss		(5.68)	3.53
	Other comprehensive income		16.87	(10.49)
9	Total comprehensive income for the year (7+8)		2,895.81	2,791.65
10	Earnings per equity share Basic and diluted (INR) (Nominal value per share - INR 10)	33	261.43	367.98

Summary of significant accounting policies 2
The accompanying notes are an integral part of the Financial Statements.

As per our report of even date
For ASC & Associates
Chartered Accountants
Firm Registration No: 011865N

Denesh Singh
Partner
Membership No: 097345
Place: New Delhi
Date: May 25, 2022

For and on behalf of the Board of Directors of
KrazyBee Services Private Limited
CIN:U65100KA2016PTC086990

MADHUSUDAN EKAMBARAM
Director
DIN:07442577
Place: Bengaluru
Date: May 25, 2022

KARTHIKEYAN KRISHNASWAMY
Director
DIN: 07449376
Place: Bengaluru
Date: May 25, 2022

PALLAVI LINGARAJU
Company Secretary
Membership No: A56733
Place: Bengaluru
Date: May 25, 2022

KRAZYBEE SERVICES PRIVATE LIMITED
Statement of Cash Flows
(All amounts are in INR Lakhs, unless otherwise stated)

Particulars	As at March 31, 2022	As at March 31, 2021
Cash flow from operating activities:		
Profit before tax	4,138.53	3,629.20
Adjustments for:		
Interest income	(17,196.23)	(13,897.98)
Depreciation and amortization expense	267.43	211.83
Interest income from investments	(304.11)	(476.30)
Gain on sale of investments	(206.96)	(18.00)
Impairment on financial instruments	16,183.78	9,666.61
Share based payment expense	316.30	206.16
Finance cost	7,131.10	6,455.85
Net gain on fair value changes	-	128.89
Unrealized foreign exchange loss	259.11	92.78
Interest income on security deposits	(7.44)	(7.09)
Interest on lease liability	42.67	24.45
Cash inflow from interest on loans	17,137.14	10,887.73
Cash outflow towards finance cost	(6,331.27)	(6,573.70)
Cash generated from operations before working capital changes	21,530.05	10,328.43
Working capital changes:		
Decrease /((increase) in loans	(63,809.89)	20,557.11
Decrease / (increase) in trade receivables	(9,540.55)	1,103.73
Decrease / (increase) in other financial assets	3,695.62	(5,729.00)
Decrease / (increase) in other non-financial assets	(20.91)	69.06
Increase / (decrease) in trade payables	(868.92)	584.64
Increase in provisions	57.55	33.88
Increase / (Decrease) in other financial liabilities	12.90	5.32
Increase / (Decrease) in other non-financial liabilities	131.08	(197.24)
Cash generated from / (used in) operations	(47,813.07)	26,755.93
Income tax paid (net of refunds)	(2,031.16)	(302.96)
Net cash flows generated from / (used in) operating activities (A)	(49,844.23)	26,452.97
Cash flow from investing activities:		
Purchase of property, plant and equipment and intangible assets	(2.99)	(0.81)
Purchase of mutual funds	(2,479.77)	(3,499.83)
Redemption of investment in mutual fund	-	2,509.53
Redemption of investment in corporate bond	-	41.20
Net proceeds from / (investment in) fixed deposits	(807.58)	415.20
Interest received on investments	315.27	494.47
Net cash flow (used in) investing activities (B)	(2,975.07)	(40.24)
Cash flow from financing activities:		
Issue of equity share capital (including securities premium)	-	21,062.70
Debt securities issued / (repaid) (net)	14,395.74	(10,489.40)
Borrowings other than debt securities raised / (repaid) (net)	21,548.43	(21,103.11)
Deposits repaid	-	(100.00)
Payment towards lease liabilities	(231.73)	(149.11)
Net cash flow from / (used in) financing activities (C)	35,712.44	(10,778.92)
Net increase / (decrease) in cash and cash equivalents (A + B + C)	(17,106.86)	15,633.81
Cash and cash equivalents at the beginning of the year	24,722.98	9,089.17
Cash and cash equivalents at the end of the year	7,616.12	24,722.98

As per our report of even date
For ASC & Associates
Chartered Accountants
Firm Registration No: 015863C

Denesh Singh
Partner
Membership No: 095149
Place: New Delhi
Date: May 25, 2022

For and on behalf of the Board of Directors of
KrazyBee Services Private Limited
CIN:U65100KA2016PTC086990

MADHUSUDAN EKAMBARAM
Director
DIN:07442577
Place: Bengaluru
Date: May 25, 2022

KARTHIKEYAN KRISHNASWAMY
Director
DIN: 07449376
Place: Bengaluru
Date: May 25, 2022

PALLAVI LINGARAJU
Company Secretary
Membership No: A56733
Place: Bengaluru
Date: May 25, 2022

KRAZYBEE SERVICES PRIVATE LIMITED
Balance sheet as at 31 March 2021
(All amounts are in INR Lakhs, unless otherwise stated)

S.No	Particulars	Note	As at 31 March 2021	As at 31 March 2020	As at 01 April 2019
	ASSETS				
(1)	**Financial assets**				
(a)	Cash and cash equivalents	4(i)	24,723.27	9,389.17	7,594.89
(b)	Bank balance other than (a) above	4(ii)	371.72	786.92	447.04
(c)	Derivative financial instruments	5	-	128.89	-
(d)	Trade receivables	6	-	1,103.73	1,383.09
(e)	Loans	7	64,114.48	91,852.27	24,104.92
(f)	Investments	8	3,511.25	2,544.15	104.05
(g)	Other financial assets	9	8,485.06	2,767.14	1,961.76
(2)	**Non-financial assets**				
(a)	Current tax assets (net)	10	654.45	666.85	13.53
(b)	Deferred tax assets (net)	11	1,469.30	1,264.68	232.97
(c)	Property, plant and equipment	12	113.90	180.79	78.85
(d)	Right of use asset	39	86.95	220.22	159.15
(e)	Intangible assets	13	13.39	24.25	27.81
(f)	Other non-financial assets	14	54.78	123.64	93.50
	Total assets		1,03,598.55	1,10,752.89	36,201.56
	LIABILITIES AND EQUITY				
	LIABILITIES				
(1)	**Financial liabilities**				
(a)	Trade payables	15			
	(i) total outstanding dues of micro enterprises and small enterprises		19.05	23.42	4.04
	(ii) total outstanding dues of creditors other than micro enterprises and small enterprises		1,262.02	117.65	78.65
(b)	Debt securities	16	11,717.74	22,207.14	1,935.65
(c)	Borrowings (other than debt securities)	17	35,116.74	56,126.77	9,628.96
(d)	Deposits	18	-	100.02	749.17
(e)	Other financial liabilities	19	560.01	1,354.56	420.29
(2)	**Non-financial liabilities**				
(a)	Current tax liabilities (net)	20	712.79	-	-
(b)	Provisions	21	78.08	30.18	15.71
(c)	Other non-financial liabilities	22	382.28	1,103.84	452.64
(3)	**EQUITY**				
(a)	Equity share capital	23	107.02	75.61	65.65
(b)	Other equity	24	53,642.82	29,613.79	22,850.80
	Total liabilities and equity		1,03,598.55	1,10,752.89	36,201.56

Summary of significant accounting policies 2
The accompanying notes are an integral part of the financial statements

As per our report of even date
For V.R. ASSOCIATES
Chartered Accountants
Firm Registration No: 001239C

ABHINANDAN CHAUHAN
Partner
Membership No:400175

Place:Lucknow
Date: August 13, 2021

For and on behalf of the Board of Directors of
KrazyBee Services Private Limited
CIN:U65100KA2016PTC086990

MADHUSUDAN EKANBARAM
Director
DIN:07442577

Place: Bengaluru
Date: August 13, 2021

KARTHIKEYAN KRISHNASWAMY
Director
DIN: 07449376

Place: Bengaluru
Date: August 13, 2021

PALLAVI GANGARAJU
Company Secretary
Membership No: A56733

Place: Bengaluru
Date: August 13, 2021

KRAZYBEE SERVICES PRIVATE LIMITED
Statement of profit and loss for the year ended 31 March 2021
(All amounts are in INR Lakhs, unless otherwise stated)

S.No	Particulars	Note	Year ended 31 March 2021	Year ended 31 March 2020
	Revenue from operations			
(i)	Interest income	25	14,374.28	21,433.58
(ii)	Fees and commission income	26	8,075.76	18,464.76
(iii)	Net gain/(loss) on fair value changes	27	(110.89)	118.61
1	**Total revenue from operations**		**22,339.15**	**40,016.95**
2	Other income	28	38.40	238.03
3	**Total income (1+2)**		**22,377.55**	**40,254.98**
	Expenses			
(i)	Finance costs	29	6,104.06	7,715.64
(ii)	Fees and commission expense	30	1,105.92	3,463.80
(iii)	Impairment on financial instruments	31	9,666.61	22,257.19
(iv)	Employee benefits expenses	32	1,018.75	870.86
(v)	Depreciation and amortization expense	33	211.83	184.08
(vi)	Other expenses	34	641.18	1,336.37
4	**Total expenses**		**18,748.35**	**35,827.94**
5	**Profit before tax (3-4)**		3,629.20	4,427.04
	Tax expense:	35		
	(1) Current tax		1,028.15	2,221.19
	(2) Deferred tax (credit) / charge		(201.09)	(1,032.89)
	(3) Tax in respect of earlier years		-	61.79
6	**Total tax expense**		**827.06**	**1,250.09**
7	**Profit for the year (5-6)**		**2,802.14**	**3,176.95**
8	**Other comprehensive income**			
	(i) Items that will not be reclassified to profit or loss			
	Gain/(Loss) on remeasurement of defined benefit plans		(14.02)	4.70
	(ii) Income tax relating to items that will not be reclassified to profit or loss		3.53	(1.18)
	Other comprehensive income		**(10.49)**	**3.52**
9	**Total comprehensive income for the year (7+8)**		**2,791.65**	**3,180.47**
10	**Earnings per equity share**			
	Basic and diluted (INR)	36	367.98	431.24
	(Nominal value per share - INR 10)			
	Summary of significant accounting policies	2		

The accompanying notes are an integral part of the financial statements

As per our report of even date
For V.R. ASSOCIATES
Chartered Accountants
Firm Registration No: 001239C

ABHINANDAN CHAUHAN
Partner
Membership No:400175

Place: Lucknow
Date: August 13, 2021

For and on behalf of the Board of Directors of
KrazyBee Services Private Limited
CIN:U65100KA2016PTC086990

MADHUSUDAN EKAMBARAM
Director
DIN:07442577

Place: Bengaluru
Date: August 13, 2021

KARTHIKEYAN KRISHNASWAMY
Director
DIN: 07449376

Place: Bengaluru
Date: August 13, 2021

PALLAVI LINGARAJU
Company Secretary
Membership No: A56733

Place: Bengaluru
Date: August 13, 2021

KRAZYBEE SERVICES PRIVATE LIMITED
Statement of cash flows for the year ended 31 March 2021
(All amounts are in INR Lakhs, unless otherwise stated)

Particulars	Year ended 31 March 2021	Year ended 31 March 2020
Cash flow from operating activities		
Profit before tax	3,629.20	4,427.04
Adjustments for:		
Interest income	(13,897.98)	(21,372.97)
Depreciation and amortization expenses	78.56	74.52
Depreciation on ROU asset	133.27	109.56
Interest income from investments	(476.30)	(60.61)
Gain on sale of investments	(18.00)	(23.72)
Impairment on financial instruments	9,666.61	22,257.19
Share based payment expense	206.16	99.17
Finance cost	6,455.85	7,181.03
Net gain on fair value changes	128.89	(94.89)
Unrealized foreign exchange loss	92.78	639.28
Interest income on security deposits	(7.09)	(5.31)
Interest on lease liability	24.45	32.09
Cash inflow from interest on loans	10,887.73	20,592.50
Cash outflow towards finance cost	(6,575.70)	(6,995.68)
Cash generated from operation before working capital changes	10,328.43	26,859.19
Working capital changes		
Decrease /(increase) in loans	20,557.11	(88,578.41)
Decrease in trade receivables	1,103.73	279.36
Increase in other financial assets	(5,729.00)	(779.12)
Decrease/ (increase) in other non financial assets	69.06	(40.59)
Increase in trade payables	1,140.00	58.38
Increase in Provisions	33.88	19.17
Increase/(decrease) in other financial liabilities	(550.04)	690.44
Increase/(decrease) in other non financial liabilities	(197.24)	5.54
Cash generated from/ (used in) operations	26,755.93	(61,486.03)
Income tax paid (net of refunds)	(302.96)	(2,936.30)
Net cash flows generated from / (used in) operating activities (A)	26,452.97	(64,422.33)
Cash flow from investing activities		
Payment for property, plant and equipment and intangible assets	(0.81)	(172.90)
Purchase of mutual funds	(3,499.83)	(2,500.00)
Redemption of investment in mutual fund	2,509.53	24.87
Redemption of investment in corporate bond	41.20	58.75
Net proceeds from fixed deposits	415.20	(339.88)
Interest received on investments	494.47	39.66
Net cash flow from / (used in) investing activities (B)	(40.24)	(2,889.51)
Cash flow from financing activities		
Issue of equity share capital (including securities premium)	21,062.70	3,493.24
Debt securities issued/(repaid) (net)	(10,489.40)	20,271.49
Borrowings other than debt securities issued/(repaid)(net)	(21,102.82)	45,824.54
Deposits repaid	(100.00)	(649.17)
Payment towards lease liabilities	(149.11)	(133.99)
Net cash flow from/ (used in) financing activities (C)	(10,778.63)	68,806.11
Net increase in cash and cash equivalents (A+B+C)	15,634.10	1,494.28
Cash and cash equivalents at the beginning of the year	9,089.17	7,594.89
Cash and cash equivalents at the end of the year	24,723.27	9,089.17

The accompanying notes are an integral part of the financial statements.

As per our report of even date
For V.R. ASSOCIATES
Chartered Accountants
Firm Registration No: 001239C

ABHINANDAN CHAUHAN
Partner
Membership No:400175

Place:Lucknow
Date: August 13, 2021

For and on behalf of the Board of Directors of
KrazyBee Services Private Limited
CIN:U65100KA2016PTC086990

MADHUSUDAN EKAMBARAM
Director
DIN:07442577

Place: Bengaluru
Date: August 13, 2021

KARTHIKEYAN KRISHNASWAMY
Director
DIN: 07449376

Place: Bengaluru
Date: August 13, 2021

PALLAVI LINGARAJU
Company Secretary
Membership No: A56733
Place: Bengaluru
Date: August 13, 2021

Annexure II

Sr. No.	Type of Securities Allotted	Total number of subscriber	Total number of Securities allotted	Face Value of Each Security (in INR)	Aggregate Value of Security (in INR)	Preferential basis/ Private Placement/ Rights Issue
1.	Secured, Listed, Rated, Redeemable Non-Convertible Debentures	68	3295	1,00,000	32,95,00,000	Private Placement
2.	Secured, Listed, Rated, Redeemable Non-Convertible Debentures	4	10,000	1,00,000	100,00,00,000	Private Placement
3.	Secured, Listed, Rated, Redeemable Non-Convertible Debentures	2	5,500	1,00,000	55,00,00,000	Private Placement
4.	Secured, Listed, Rated, Redeemable Non-Convertible Debentures	4	8,000	1,00,000	80,00,00,000	Private Placement

Shareholders Resolution

(Please refer to Annexure I of the Key Information Memorandum)

KBNBFC Krazybee Services Private Limited

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE EXTRA-ORDINARY GENERAL MEETING OF KRAZYBEE SERVICES PRIVATE LIMITED AT ITS MEETING HELD ON TUESDAY, MARCH 26TH, 2024 AT 05:30 P.M, AT 1ST FLOOR, NO. 128/9, MARUTHI SAPPHIRE, HAL AIRPORT ROAD, MURGESH PALYA, BANGALORE – 560017, WHERE THE REQUIRED QUORUM WAS PRESENT;

2. ISSUANCE OF DEBT SECURITIES ON PRIVATE PLACEMENT BASIS AGGREGATING UP TO RS.2500 CRORES PROPOSED TO BE ISSUED DURING THE FINANCIAL YEAR 2024-25.

The below resolution was passed as **Special Resolution;**

"RESOLVED THAT pursuant to the provisions of Sections 42, 71, 179 and other applicable provisions of the Companies Act, 2013 ("the Act") read with rule 14 of the Companies (Prospectus and Allotment of Securities) Rules, 2014, Rule 18 of the Companies (Share Capital and Debentures), Rules 2014, including any amendment thereto, Articles of Association of the Company and applicable provisions of Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 ('SEBI Debt Regulations') in case where the Company is proposing for listing such debt securities on one or more recognized stock exchanges and RBI Master Directions on Non-Banking Financial Company - Systemically Important Non-Deposit taking Company and Deposit taking Company (Reserve Bank) Directions, 2016 and such other applicable laws (including any amendment(s), statutory modification(s) or re-enactment thereof), consent of the shareholders be and is hereby accorded for the issuance of one or more of the following Debt Securities, on private placement basis, in one or more series or tranches, in such classes and with such rights or terms as may be considered necessary, in the nature of Secured, Unsecured, Listed, Unlisted Non-Convertible Debentures, Market Linked Debentures, Listed, Unlisted Bonds, Subordinated Debt Securities, Covered Bonds, or other debt securities, whether constituting a charge (including in the nature of pledge) on any specific or general assets of the Company or not (herein inclusively referred to as "Debt Securities"), such that the aggregate value of such Debt Securities issued during the financial year 2024-25 shall not exceed, excluding any Debt Securities already issued earlier, an amount of Rs. 2500,00,00,000/- (Rupees Two Thousand Five Hundred Crores Only) as per the following terms and conditions:

Sl. No	Particulars	Terms and Conditions
1.	Type of securities proposed to be issued	Secured, Unsecured, Listed, Unlisted Non-Convertible Debentures, Market Linked Debentures, Listed, Unlisted Bonds, Subordinated Debt Securities, Covered Bonds, or other debt securities, whether constituting a charge (including in the nature of pledge) on any specific or general assets of the Company or not.
2.	Type of issuance	Private Placement
3.	Total issue size	2500,00,00,000/- (Indian Rupees Two Thousand and Five Hundred Crores Only)
4.	To be offered to	Banks, and other entities/individuals including but not limited to Institutional Investors, Financial Institutions, companies, bodies corporate, partnership firms, Proprietorship etc.
5.	If listed, name of the stock exchange	BSE Ltd and/or National Stock Exchange of India Ltd or any other stock exchange as may be decided by the Board or Board Committee (Borrowings) thereof.
6.	Tenure of the instrument	As may be decided by the Board of Directors or Board Committee (Borrowings) in accordance with the applicable laws
7.	Issue Price, coupon/ interest offered, schedule of payment of coupon/interest and principal	As per the terms and conditions of the Offer Document, as may be finalized by the Board of Directors or Board Committee/ (Borrowings) thereof (as authorized by the Board) from time to time, in terms of applicable law.

KRAZYBEE SERVICES PVT. LTD. Bangalore

3rd Floor, No. 128/9, Maruthi Sapphire, HAL Airport Road, Murugesh Palya, Bangalore - 560017
CIN No. U65100KA2016PTC086990
www.kbnbfc.in 080-44292555 reachus@kbnbfc.in

KBNBFC Krazybee Services Private Limited

8.	Special right/ interest/ privileges attached to the instrument and changes thereof	As per the terms and conditions of Offer Document, as may be finalized by the Board of Directors or Board Committee (Borrowings) thereof (as authorized by the Board) from time to time.

RESOLVED FURTHER THAT the Board Committee (Borrowings) be and is hereby authorized to consider, transact and decide matters, from time to time, pertaining to the private placement of Debt Securities, including appointment of debenture trustees, finalization and issuance of any offer letter, opening of a separate bank account and allot the Debt Securities in one or more tranches/ Series, to any one or more investors, including, where so considered appropriate, fixation of amount payable on application and further amounts as may be called from time to time and the allotment thereof, to sign, verify, execute and file all necessary forms and documents, if any, with any governmental authority including but not limiting to the Registrar of Companies, Bangalore, Securities and Exchange Board of India and/or such other authorities as may be required from time to time and to do all such acts, deeds, matters and things necessary or expedient to give effect to the issuance of Debt Securities and ensuring compliance and/or any actions as may be required under applicable law.

RESOLVED FURTHER THAT a certified copy of this resolution duly signed by any of the directors or the Company Secretary of the Company be forwarded to relevant statutory and regulatory authorities, as and when required."

//Certified true Copy//

For Krazybee Services Private Limited

KRAZYBEE SERVICES PVT. LTD. Bangalore

Pallavi Lingaraju
Company Secretary
M. No. 56733

Board Committee (Borrowings) Resolution

(Please refer to Annexure IV of the Key Information Memorandum)

ANNEXURE XII: SPECIFIC DISCLOSURES REQUIRED FROM NBFC

(i) Lending Policy: Should contain overview of origination, risk management, monitoring and collections;

Origination / Sourcing	The Issuer has well established origination channels and a low cost customer acquisition strategy. More than 50% of the customers are acquired organically for which no costs are incurred. Diversified customer acquisition channels include traffic partners like Facebook and Google, channel partners such as Paisabazar and Bankbazar which generate qualified leads. A strong referral system has created a loyal ecosystem of borrowers. DSAs have also been introduced which are adding new customers gradually. Issuer has the lowest CAC as compared to its peers within the industry as a result of this comprehensive sourcing strategy
Initial Assessment / Verification	There are various scores that are used to aid the decision-making process during the life cycle of the customer. The key scores help in the initial assessment of the customer are as described below: **I.** **Bureau score:** Score obtained from one of the 4 bureaus (Cibil, Crif, Experian, Equifax). Based on the tradelines and enquiry information a custom score has been created for KreditBee's loan product.. **II.** **Income Estimator Score**: This score provides an estimate on the effective income of the customer based on various data sources like the Bureau, declared Income. **III.** **Connectivity Score**: Based on the connectivity parameter from various sources like KreditBee SMS and message delivery status, collections agent's calling disposition status, etc. a connectivity score is created to measure the riskiness of the profile. **IV.** **Device Score**: Based on the device information which includes location information and other device's system variables. **V.** **Origination score / A-Score card**: Custom score card based on first and second loan data of users across 400 variables using logistic regression. **VI.** **Collection score card**: Experience based custom score card based on repayment data of user. **VII.** **PAN name matching score**: A score that captures how much of name entered by user matched the one in PAN database in NSDL **VIII.** **OCR score**: An OCR score that captures how much of details entered by user is matching the data in the documents uploaded. **IX.** **Live photo score:** A score that indicates if the selfie taken is that of a live human being. **X.** **Photo match score**: A score that indicates, if the selfie of user matched the photo of the customer in the other documents uploaded.
Credit Appraisal System	The key factors considered before taking a loan decision are: 1. **Eligibility check to be a customer:** The customers identity is verified using social network, government ID, age, blacklist, address book network, GPS location network, device data including IMEI for impersonation and user is accepted or rejected. 2. **Profile check to get a credit line**: The customers profile is verified using data based on government ID, social network, age, profession, address book network, bureau score and derived data from bureau data users' ability to pay and willingness to pay is validated and user can take a loan or is rejected. 3. **Bank add check to disburse loan**: The customer's name in bank account is validated when the user adds his bank account for loan disbursement and this further plays a role in validating users' identity. 4. **Eligibility check for higher loan:** The customers are evaluated on specific data from bureau, blacklist, age, income, address book network for ability to take larger credit lines. This is in addition to Eligibility check to be a customer.

	5. **Profile check for higher loan**: The customers are evaluated based on bank statement data and monthly salary slip data in addition to Profile check to get a credit line for ability to take larger credit lines. 6. **Employment validation for higher loans**: The customer's employment information is also validated either through the bank statement data or Provident Fund by EPFO or tax paid information via the 26AS government form. 7. **Loan disbursal check:** The customers data from e-sign, and bank before disbursal of loan amount allows in validating users' identity. 8. **Payment check**: The customers data from repayment and phone data is used to understand the customers appetite for repayment of loan to extent further credit line or increase of credit line. 9. **Reassessment Process for re-activating customers**: For the applicants or customers who were rejected because of bad payment behaviour either in KreditBee or some other platform, a reassessment is done on re-application post 6 months to see if the applicant's situation has improved and he/she falls within the company's policy norms. 10. **Reassessment Process for Credit Line changes**: Once every 6 months, the bureau data is re-run to ensure that the customer's payment profile in other lending platforms is also taken into consideration for subsequent changes. This is used as a risk management as well as a credit line enhancement strategy
Disbursement	once the customers' profile is approved on the Kreditbee App after passing through the risk and rule engines, they are eligible for a loan and assigned to KrazyBee NBFC. Funds are disbursed directly in the customers' bank account through KrazyBee's escrow account.
Collection	Customers are informed and reminded of the due date for repayment through the Kreditbee App. Customer pays via the App, through the payment gateway. The payment gateway settles the funds in the repayment Nodal account on a T+1 working day basis to KrazyBee. The company has a robust in-house collection team of 800+ personnel handling tele calling, CRM, customer education, etc. Physical collection capabilities have also been set up by onboarding 100+ agencies PAN India. Salient features of the collection strategy include : a) Collection scorecard is used for prioritization to improve agent efficiency b) Automated reminder system is used to create urgency for lower DPDs while it is used to identify reachable customer for higher DPDs c) Efficient vernacular collection through agent coverage in all languages d) Collection policy is formulated as per RBI guidelines and customer grievances are handled on priority to ensure no major escalations **e)** Performance based incentives, HR processes and Knowledge management are key attributes for continuous improvement
Delinquency Management	The Company has an experienced and efficient recovery team on the payroll who ensure timely action for recovery of over dues. Separate collection strategies are deployed for high risk and low risk customers. This segregation is done on the basis of proprietary collection scorecards.

Buckets	**Repeat/Low risk customers**
1-30 DPD	1. Explaining and educating the customers about Bureau score and implications of not paying on time
	2. Reaching out through SMS
31-60 DPD	1. Sending soft legal notices

61-90 DPD	2. Hard Legal notices	
91-120 DPD	3. Agency collections	
120+DPD	4. Agency collections	
	5. Field recovery initiation	

Buckets	New/High risk customers
1-7 DPD	I. Reminders
	II. Daily calling
	III. Education
8-15 DPD	IV. Explaining and educating about Bureau
	V. Reaching out through SMS
16-30 DPD	a) Extending offers and waivers to encourage better repayment
31-60 DPD	a) Soft Legal Notices
	b) Negotiations
61-90 DPD	c) Hard Legal notices
	d) Field recovery initiation

(ii) Classification of loans/ advances given to associates, entities/ person relating to board, senior management, promoters, others, etc.;

No Loans / advances has been given to associates, entities/ person relating to board, senior management, promoters.

(iii) 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.;

As of Mar-24

Product Name	AUM as per Financials (In Rs. Crore)	Ticket Size (In Rs.)	Tenure (Month)	RoI (%)
Personal Loans	4624	3,000 – 4,00,000	3 – 48 months	12%-29.95%
Business Loans	196	10K – 25L	3 – 36 months	18% - 33%
LAP	4	2L - 5L	2Yrs- 20 Yrs	13% - 23%
Total	**4824**			

(iv) 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;

List of Top 20 NPA Borrower as on Mar 31, 2024							
Sr. No.	Borrowers Name	A/c No/Cust. ID	Sanction Amount	Date of Default	Disbursed Amount	O/s Balance	Overdues (in Days)
1	SHAJAHAN SHAJAHAN	24213337	4,00,000	02-12-2023	4,00,000	4,00,000	120
2	Sartaj Ahmad Siddiqui	25738460	3,89,000	08-12-2023	3,89,000	3,72,424	114
3	PRADEEP KUMAR	32547785	4,00,000	02-11-2023	4,00,000	3,57,850	150
4	R Arun Kumar	32491115	4,00,000	08-10-2023	4,00,000	3,54,792	175
5	VIJAY BABULAL PATIL	92349340	3,46,000	02-11-2023	3,46,000	3,46,000	150
6	KISHORE KUMAR DAULAGHAR	72108849	3,86,000	02-12-2023	3,86,000	3,31,589	120
7	MANISH KUMAR	35023812	4,00,000	08-12-2023	4,00,000	3,28,510	114
8	MOR BHARGAV NARANBHAI	39871329	4,00,000	02-12-2023	4,00,000	3,27,798	120
9	DEEPESH TIWARI	60518320	3,36,000	02-11-2023	3,36,000	3,22,111	150
10	MORLA PREM KUMAR	24589377	3,15,000	02-12-2023	3,15,000	3,15,000	120
11	KADIYALA GOPI	44902568	4,00,000	02-12-2023	4,00,000	3,14,352	120
12	Akash Kalwani	30548771	4,00,000	02-12-2023	4,00,000	3,12,327	120
13	VINAYKUMAR HASMUKHLAL DHIMMAR	62817838	3,46,000	08-10-2023	3,46,000	3,08,086	175
14	SUJATHA AGNIHOTRI	23813985	3,44,000	02-11-2023	3,44,000	3,07,689	150
15	VIPINCHANDRAN SARAT	71551900	3,09,000	02-12-2023	3,09,000	3,02,765	120
16	Chandrashekar Kathula	39051561	3,68,000	02-11-2023	3,68,000	3,02,009	150
17	Sankalp Kalara	36441902	3,26,000	08-10-2023	3,26,000	3,00,329	175
18	AFTAB ALAM MUZAFFARALAM SAIYAD	48490589	3,00,000	02-12-2023	3,00,000	3,00,000	120
19	venkata kishore avvaru	34591467	3,00,000	08-11-2023	3,00,000	3,00,000	144
20	NISHANT MALIK	114864524	3,00,000	08-12-2023	3,00,000	3,00,000	114

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

Classification	As on 31 Mar-24 (in crores)
Standard	**4713**
NPA	**111**
Off Book	**-**
Total	**4824**

A. 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 issuers in their offer documents:

1. **A portfolio summary with regard to industries/ sectors to which borrowings have been granted by NBFCs;**
   Sectoral Loans given attached in table below

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;**

	FY22	**FY23**	**FY24**
GNPA	2.80%	2.29%	2.29%
NNPA	0.77%	0.85%	0.66%

3. **Quantum and percentage of secured vis-à-vis unsecured borrowings granted by NBFCs; and**

   Captured in table below related to secured and unsecured loans

4. **Any change in promoters' holdings during the last financial year beyond the threshold, as prescribed by RBI from time to time.**
   Not applicable

B. NBFCs shall provide disclosures on the basis of the following draft template:

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

Sl. No.	**Type of loans**	**Rs Crore**
1	Secured	4
2	Unsecured	4820
	Total assets under management (AUM)*^	**4824**

*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;

2. **Denomination of loans outstanding by loan-to-value:**

Sl. No.	**LTV (at the time of origination)**	**Percentage of AUM**
1	Upto 40%	NA
2	40-50%	NA
3	50-60%	NA
4	60-70%	NA
5	70-80%	NA
6	80-90%	NA

7	>90%	NA
	Total	NA

3. Sectoral exposure:

Sl. No.	Segment-wise break-up of AUM	Percentage of AUM
1.	**Retail**	
A	Mortgages (home loans and loans against property)	0.07%
B	Gold loans	NIL
C	Vehicle finance	NIL
D	MFI	NIL
E	MSME	4.07%
F	Capital market funding (loans against shares, margin funding)	NIL
G	Others	95.86%
2	**Wholesale**	
A	Infrastructure	NIL
B	Real estate (including builder loans)	NIL
C	Promoter funding	NIL
D	Any other sector (as applicable)	NIL
E	Others	NIL
	Total	100%

4. Denomination of loans outstanding by ticket size*:

Sl. No.	Ticket size (at the time of origination)	Percentage of AUM
1	Upto Rs. 2 lakh	76.51%
2	Rs. 2-5 lakh	23.43%
3	Rs. 5 - 10 lakh	0.03%
4	Rs. 10 - 25 lakh	0.031%
5	Rs. 25 - 50 lakh	N.A.
6	Rs. 50 lakh - 1 crore	N.A.

7	Rs. 1 - 5 crore	N.A.
8	Rs. 5 - 25 crore	N.A.
9	Rs. 25 - 100 crore	N.A.
10	>Rs. 100 crore	N.A.
	Total	**100.00**

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

5. Geographical classification of borrowers:

Top 5 states borrower wise

Sl. No.	**Top 5 states**	**Percentage of AUM**
1	Tamil Nadu	12%
2	Telangana	9%
3	Karnataka	12%
4	Maharashtra	12%
5	Andhra Pradesh	10%
	Total	55%

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

Movement of gross NPA:

Movement of gross NPA*	**Rs. Crore**
Opening gross NPA	55.38
Net Additions during the year	55.15
Closing balance of gross NPA	**110.53**

*Please indicate the gross NPA recognition policy (Day's Past Due)
Gross NPA is recognized at 90DPD

7. Movement of provisions for NPA

Movement of provisions for NPA	**Rs. Crore**
Opening balance	35.08

Net Additions during the year	45.19
Closing balance	79.28

8. Segment-wise gross NPA:

Sl. No.	Segment-wise gross NPA	Gross NPA (%)
1	**Retail**	
A	Mortgages (home loans and loans against property)	0.00%
B	Gold loans	Nil
C	Vehicle finance	Nil
D	MFI	Nil
E	MSME	0.96%
F	Capital market funding (loans against shares, margin funding)	Nil
G	Others	2.35%
2	**Wholesale**	
A	Infrastructure	Nil
B	Real estate (including builder loans)	Nil
C	Promoter funding	Nil
D	Any other sector (as applicable)	Nil
E	Others	Nil
	Total	2.29%

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

Residual maturity profile of assets and liabilities:
Amount in crores

Category	Up to 30/31 days	>1 month – 2 months	>2 months – 3 months	>3 months – 6 months	>6 months – 1 year	>1 years – 3 years	>3 years – 5 years	>5 years	Total
Deposit	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Advances	671.61	730.61	665.62	1,453.34	1,207.61	565.48	115.94	1.38	5,411.58

Investments	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Borrowings	481.02	184.22	333.74	517.14	795.50	404.56	0.00	0.00	2716.18
FCA*									
FCL*									

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

10. Disclosure of latest ALM statements to stock exchange:

ANNEXURE XIII

11. 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:

Not applicable

ANNEXURE XIII: ALM STATEMENTS

Where the issuer is a Non-Banking Finance Company or Housing Finance Company the following disclosures on Asset Liability Management (ALM) shall be provided for the latest audited financials:

(g) Others (Please specify)	T680	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(vi) Convertible Debentures (i+ii) (Debentures with embedded call / put options As per residual period for the earliest exercise date for the	T690	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
A. Secured (a+b+c+d+e+f+g)	T700	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(i) Vehicle (a) Subscribed by Retail Investors	T710	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(b) Subscribed by Banks	T720	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(c) Subscribed by NBFCs	T730	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(d) Subscribed by Mutual	T740	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(e) Subscribed by Insurance	T750	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(f) Subscribed by Pension	T760	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(g) Others (Please specify)	T770	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
B. Unsecured (a+b+c+d+e+f+g)	T780	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(i) Vehicle (a) Subscribed by Retail Investors	T790	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(b) Subscribed by Banks	T800	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(c) Subscribed by NBFCs	T810	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(d) Subscribed by Mutual	T820	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(e) Subscribed by Insurance	T830	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(f) Subscribed by Pension	T840	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(g) Others (Please specify)	T850	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(vii) Subordinate Debt	T860	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(viii) Perpetual Debt Instrument	T870	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(xix) Security Finance Transactions (a+b+c+d)	T880	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
a) Repo (As per residual maturity)	T890	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
b) Reverse Repo (As per residual maturity)	T900	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
c) CBLO (As per residual maturity)	T910	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
d) Others (Please Specify)	T920	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7.Current Liabilities & Provisions (a+b+c+d+e+f+g+h)	T930	10,407.95	167.00	1,490.17	1,196.99	2,730.10	9,463.05	969.30	701.37	1,402.19	1,610.13	32,094.24
a) Sundry creditors	T940	3,21.00	0.00	3,21.00	4,229.43	2,184.20	0.00	0.00	0.00	0.00	0.00	12,698.63
b) Expenses payable (Other than Interest)	T950	1,663.27	7.91	410.17	34.05	27.31	32.90	104.27	701.37	8,5.26	0.00	3,988.14
c) Advance income received from borrowers pending	T960	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,610.10	2,610.10
d) Interest payable on deposits and borrowings	T970	923.03	159.07	1,075.26	81.75	10.37	0.00	170.55	0.00	0.00	0.00	2,505.48
e) Provisions for Standard	T980	17,729.63	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	17,729.63
f) Provisions for Non Performing Assets (NPAs)	T990	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7,205.53	0.00	7,028.71
g) Provisions for Investment Portfolio (NPI)	T1000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(h) Other Provisions (Please	T1010	0.00	0.00	770.42	893.67	442.55	2,377.25	0.00	0.00	0.00	0.00	4,798.4
8.Statutory Dues	T1020	1,803.36	0.00	341.53	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,187.42
9.Unclaimed Deposits (i+ii)	T1030	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(i) Pending for less than 7 years	T1040	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(ii) Pending for greater than 7 years	T1050	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10.Any Other Unclaimed Amount	T1060	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
11.Debt Service Reallocation Account	T1070	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
12.Other Outflows	T1080	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13.Outflows On Account of Off Balance Sheet (OBS) Exposure (i+ii+iii+iv+v+vi+vii)	T1090	0.00	0.00	0.00	1,223.14	1,223.14	1,223.14	1,223.14	0.00	0.00	0.00	6,092.26
(i) Lines of credit pending	T1100	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(ii) Lines of credit committed to other institutions	T1110	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(iii) Term Letter of Credits	T1120	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(iv) Total Guarantees	T1130	0.00	0.00	0.00	1,223.14	1,223.14	1,223.14	1,223.14	0.00	0.00	0.00	6,092.26
(v) Bills discounted/rediscounted	T1140	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(vi) Total Derivative Exposures (a+b+c+d+e+f+g+h)	T1150	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(a) Forward Forex Contracts	T1160	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(b) Futures Contracts	T1170	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(c) Options Contracts	T1180	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(d) Forward Rate	T1190	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(e) Swaps - Currency	T1200	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(f) Swaps - Interest Rate	T1210	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(g) Credit Default Swaps	T1220	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(h) Other Derivatives	T1230	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(vii) Others	T1240	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
A. TOTAL OUTFLOWS (Sum of 1 to 13)	T1250	30,020.63	1,698.91	36,064.71	34,942.22	37,330.30	33,400.34	31,232.10	41,207.79	1,443.73	3,814,234.4	3,96,116.2
A1. Cumulative Outflows	T1260	30,020.63	32,119.54	70,184.3	1,12,126.5	1,49,456.7	1,86,857.1	2,18,089.2	2,59,296.9	2,60,740.6	7,26,974.2	3,96,116.2
B. INFLOWS												
1. Cash (in 1 to 30/31 day time bucket)	T1270	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2. Remittance in Transit	T1280	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3. Balances With Banks	T1290	21,310.17	0.00	0.00	411.46	0.00	540.45	4,273.61	1,204.30	0.00	27.56	28,577.4
a) Current Account (The stipulated minimum balance be shown in 6 months to 1 year bucket. The balance in excess of the minimum balance for shown in 1 to 30 day time bucket)	T1300	21,310.17	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	21,310.17
b) Deposit Accounts/Short Term Deposits (As per residual maturity)	T1310	0.00	0.00	0.00	411.46	0.00	540.45	4,273.61	1,204.30	0.00	27.56	7,267.34
4.Investments (i+ii+iii+iv+v)	T1320	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(i) Statutory Investments (only for NBFCs)	T1330	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(ii) Liquid Investments	T1340	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(a) Current	T1350	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(b) Non-current	T1360	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(iii) Capital Investments	T1370	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(a) Current	T1380	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(b) Non-current	T1390	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(c) Venture Capital Units	T1400	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(v) Others (Please Specify)	T1410	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5.Advances (Performing)	T1420	18,208.13	30,865.40	36,901.54	73,084.13	36,545.92	1,40,266.68	1,81,906.31	36,948.49	99,996.93	317.17	3,58,145.74

(c) Bills of Exchange and Promissory Notes discounted & rediscounted (As per residual maturity of the	T1430	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(d) Term Assets (The cash inflows on account of the interest and principal of the loan may be slotted in respective time buckets as per the timing of the cash flows as stipulated in the original / revised repayment	T1440	15,221.14	17,198.93	28,973.63	41,721.60	57,921.97	1,27,461.23	1,57,402.21	70,166.92	871.07	0.00	6,03,617.70
(e) Through Bypass / Payment Schedule	T1450	15,221.14	17,198.93	28,973.63	41,721.60	57,921.97	1,27,461.23	1,57,402.21	70,166.92	871.07	0.00	6,03,617.70
(f) Through Roller Payment	T1460	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(g) Interest to be serviced through regular schedule	T1470	2,303.63	5,464.97	2,284.93	13,736.65	5,637.95	17,992.95	11,233.21	3,881.52	108.23	23.54	66,852.29
(h) Interest to be serviced in the Roller Payment	T1480	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6. Gross Non Performing Loans (GNPA)	T1481	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	13,10,844	0.00	13,10,844
(i) Sub-standard	T1490	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	13,10,844	0.00	13,10,844
(a) All over dues and instalments of principal falling due during the next three years	T1510	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	13,10,844	0.00	13,10,844
(b) Entire principal amount due beyond the next three years	T1520	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(ii) Doubtful sub-ten	T1530	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(a) All instalments of principal falling due during the next five years or also all over dues	T1540	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(b) Entire principal amount due beyond the next five years	T1550	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7. Inflows From Assets On Lease	T1560	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
8. Fixed Assets (Including Assets On Lease)	T1570	0.00	0.00	0.00	0.00	0.00	0.00	0.00	332.10	0.00	0.00	332.10
9. Other Assets :	T1580	17,010.92	2,077.72	3,087.63	107.20	146.40	-993.72	1,212.98	1,817.26	10,512	0.00	27,574.34
(a) Intangible assets & other non-cash flow items (In the "Over 5 year time bucket)	T1590	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(b) Other Items (e.g. accrued income, other receivables, staff loans, etc.)	T1600	17,010.92	2,077.72	2,087.63	107.20	146.40	-993.72	1,212.98	1,817.26	10,512	0.00	27,574.34
(c) Others	T1610	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10. Security Finance Transactions (Cash/Cash)	T1620	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
a) Repo (As per residual maturity)	T1630	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
b) Reverse Repo (As per residual maturity)	T1640	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
c) CBLO (As per residual maturity)	T1650	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
d) Others (Please Specify)	T1660	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
11. Inflows On Account of Off Balance Sheet (OBS) Exposure (a+b+c+d+e+f)	T1670	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(a) Lines committed by other institution pending disbursal	T1680	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(b) Lines of credit committed by other institution	T1690	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(c) Bills discounted/rediscounted	T1700	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(e) Total Derivative Exposures (a+b+c+d+e+f)	T1710	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(a) Forward Forex Contracts	T1720	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(b) Futures Contracts	T1730	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(c) Options Contracts	T1740	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(d) Forward Rate Agreements	T1750	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(e) Swaps - Currency	T1760	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(f) Swaps - Interest Rate	T1770	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(g) Credit Default Swaps	T1780	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(h) Other Derivatives	T1790	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
e) Others	T1800	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
D. TOTAL INFLOWS (B) (Sum of 1 to 11)	T1810	40,910.56	35,865.17	37,487.31	73,667.37	66,720.32	1,46,133.41	1,26,107.43	80,751.76	14,377.14	324.13	5,05,140.27
E. Mismatch (D - A)	T1820	11,307.17	11,867.66	8,513.68	40,111.67	35,720.32	90,703.91	41,411.46	16,707.37	13,544.4	-12,347.75	43,033.13
D. Cumulative Mismatch	T1830	11,307.17	23,174.83	31,688.51	71,799.18	1,11,519.50	2,02,223.41	2,43,634.87	2,60,342.24	2,73,886.64	2,61,538.89	43,033.13
F. Mismatch as % of Total Outflows	T1840	28.10%	1,292.32%	3.07%	182.85%	75.71%	142.81%	32.87%	47.47%	31.30%	-96.08%	32.37%
F. Cumulative Mismatch as % of Cumulative Total Outflows	T1850	28.10%	61.00%	41.80%	70.76%	70.71%	102.40%	99.84%	93.07%	31.30%	11.77%	32.37%