CHAPTER 6: THE RECEIVABLES

6.1 POOL SELECTION CRITERIA

The Facilities comprising the Pool have been selected on the basis of the criteria specified below, as on the Pool Cut Off Date:

A. Each Facility must:

(a) be existing at the time of selection, and must not have been terminated or prepaid;

(b) be compliant with all the applicable "know your customer" requirements prescribed by the RBI (and the applicable provisions of the Reserve Bank of India (Know Your Customer (KYC)) Directions, 2016);

(c) be unencumbered;

(d) be fully disbursed by the Seller;

(e) be provided in and is denominated in Indian Rupees (INR) and is repayable in INR;

(f) be classified as a "standard asset" and "current" in the books of the Seller (determined in accordance with the criteria prescribed by the RBI); and

(g) comply with the Securitisation Directions.

B. The minimum holding period of each Facility comprising the Pool should comply with the thresholds prescribed under the Securitisation Directions.

C. The minimum retention requirement in respect of the Facilities comprising the Pool comply with the requirements prescribed under the Securitisation Directions.

D. In the Pool:

(a) no Facility should have any overdues;

(b) no Facility should have been "restructured" or "rescheduled" in the books of the Seller (determined in accordance with the criteria prescribed by the RBI), other than, to the extent applicable, in respect of any moratorium provided by the Seller or re-scheduling of any Facility pursuant to the Moratorium Directions (COVID-19);

(c) no Facility should be classified as a "non-performing asset" in the books of the Seller (determined in accordance with the criteria prescribed by the RBI);

(d) no Facility should have a "loan to value ratio" of more than 50% (fifty percent);

(e) the Secured Assets in respect of the Facilities should be classified as self-occupied residential property(ies);

(f) not more than 50% (fifty) percent of the Facilities should have been originated from any 1 (one) state in India;

(g) all Facilities should have been originated from the states of Tamil Nadu, Andhra Pradesh, Telangana, Karnataka, and Madhya Pradesh in India;

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(h) no Facility should have an original sanctioned amount/ticket size of more than INR 10,00,000 (Indian Rupees Ten Lakh);

(i) no Facility should have an original tenor/maturity of more than 84 (eighty four) months;

(j) no Facility should have been overdue for more than 30 (thirty) days at any time after disbursement;

(k) the Facilities have been secured by way of an exclusive Security Interest created over the Secured Assets, and no Security Interest has been created on the Secured Assets for any other facility provided by the Seller as on the Pool Cut Off Date; and

(l) the Seller has not initiated any legal or repossession action against any of the Obligors or in respect of any of the Facilities.

6.2 POOL CHARACTERISTICS

The characteristics of the pool is as described under the rating rationale issued by ICRA Limited and annexed as **Annexure 4** hereto.

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CHAPTER 7: PARTIES TO THE TRANSACTION AND RESPECTIVE ROLES

(gathered from publicly available information)

7.1 PROFILE OF THE SELLER / ORIGINATOR / SERVICER

(a) **Name, description, principal business activities and brief history of operation of the Originator/Servicer**

Five-Star is a non-deposit taking non-banking financial company ("**NBFC**") registered with the Reserve Bank of India ("**RBI**"). The company was founded by VK Ranganathan in 1984. The current promoter, D Lakshmipathy, has been involved with Five-Star since 2002 and is the managing director for over 10 years. Five-Star provides secured financial solutions to microentrepreneurs and self-employed individuals, predominantly in the semi-urban markets, who are largely ignored by the formal financial ecosystem by lending small business loans for the commencement of new businesses and improvement of their existing businesses, primarily towards the service sector. It also lends small housing loans, which are given for construction, takeover, home repairs, and improvements, etc. The company also lends mortgage loans, which are given to meet their personal needs. All these loans are collaterised and secured against the residential properties of the customers and target the middle- and lowermiddle-income segment in urban, semi-urban, and fast-growing rural geographies. The ticket size of the loans typically varies from ₹1-10 lakh, with the majority of loans falling in <₹5 lakh range with a tenure ranging from 24-48 months.

(b) **Principal business segments in which the Originator/Servicer operates**

Five Star provides Small Business Loans and Small Mortgage loans to eligible borrowers to meet their business and personal needs, after due underwriting of their cashflows and backed by the collateral of their house property.

Five Star provides secured loans to micro-entrepreneurs and self-employed individuals for business purposes, as well as for asset creation such as home renovation or improvement, or for meeting expenses for significant economic events such as marriage, healthcare and education.

The typical loan ticket ranges between Rs 1 lakh to Rs 10 lakhs for a tenure up to 7 years. The repayments are to be made on a monthly equated basis."

(c) **Description of the Originator's/Servicer's business, market presence, market share, if any, experience etc. in relation to the asset class proposed to be securitized**

Established in 1984, Five-Star Business Finance Limited is a Systemically Important Non-Deposit taking Non-Banking Finance Company (NBFC-ND-SI). The company is currently managed by Mr.D.Lakshmipathy who joined the Board of the company in 2002 and is currently the Managing Director. The equity shares of the company are listed on the National Stock Exchange of India Limited (NSE) and BSE Limited (BSE).

As at June 30, 2023, Five-Star operated 386 branches in 9 states – Tamil Nadu (110 branches; including 2 in Puducherry), Andhra Pradesh (123 branches), Telangana (59 branches), Karnataka (33 branches), Maharashtra (7 branches), Madhya Pradesh (49 branches), Chhattisgarh (3 branches) Uttar Pradesh (1 branch) and Rajasthan (1 branch) - with a borrower base of about 3.2 lakh customers and a total portfolio under management of about Rs.7,600 Crores.

(d) The company provides secured financial solutions – primarily "small" business loans - to microentrepreneurs and self-employed individuals who are largely ignored by the formal

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financialecosystem, predominantly in urban and semi-urban markets. All the loans are collateralised and fully secured against property. The collaterals are usually the residential house property of the borrower(s) (self-occupied in a majority of cases) with exclusive charge resting with Five-Star. The loans disbursed by the company are mainly to small businessmen engaged predominantly in service-oriented businesses with loans ranging from Rs.1 Lakh to Rs.10 Lakh and Average Loan Ticket Size of about Rs.3.50 Lakhs and tenor of upto 7 years. The company follows low Loan to Value (LTV) and Debt Burden Ratio (DBR) norms of 50% at the time of origination, which ensure that the loan is more than adequately provided for during the tenure of the loan. Smaller ticket sizes, longer tenors, lower EMIs and significant emotional attachment to collateral ensure that borrowers accord high priority to repayment and very low delinquencies.

(e) **Financial Information concerning the Originator's/Servicer's assets and liabilities, financial position, and profits and losses, for the purpose of which the Originator/Servicer shall provide a complete audited financial statements for past 3 years and, if necessary, unaudited financial statements prepared within 120 days from the date of the application for registration of the asset backed securities is made effective.**

Parameters	FY2022-23	FY2021-22	FY2020-21
	(Audited)	(Audited)	(Audited)
Balance Sheet			
Net Fixed assets	1546.57	1,218.01	849.17
Current assets	285848.63	2,15,498.21	2,05,076.95
Non-current assets	593993.45	4,27,878.95	3,82,098.18
Total assets	881388.65	6,44,595.17	5,88,024.29
Non-current liabilities **(including maturities of long-term borrowings and short-term borrowings) Financial (borrowings, trade payables, and other financial liabilities)** **Provisions Deferred tax liabilities (net) Other non-current liabilities**	282692.93	1,35,791.95	2,37,373.81
Current liabilities **(including maturities of long-term borrowings and short-term borrowings)** **Financial (borrowings, trade payables, and other financial liabilities)** **Provisions Deferred tax liabilities (net) Other non-current liabilities**	164742.21	1,37,768.09	1,18,833.28
Equity (equity and other equity)	433953.47	3,71,035.13	2,31,817.21
Total equity and liabilities	881388.61	6,44,595.17	5,88,024.29
Profit and Loss			
Total Revenue	155883.66	1,25,616.91	1,05,125.47
From Operations	150037.33	1,19,669.37	1,01,717.72

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Other Income	**5846.33**	**5,947.54**	**3,407.75**
Total Expenses	**75631.17**	**65,419.42**	**57,560.17**
Profit/Loss after tax	**60128.61**	**45,131.03**	**35,820.66**
Cash Flow			
Net cash generated from operating activities	**-1,12,280.77**	**-27,715.97**	**4,33,911.17**
Net cash used in / generated from investing activities	**16,178.37**	**-38,388.42**	**56,960.72**
Net cash used in financing activities Cash and cash equivalents	**1,68,821.92**	**702.39**	**1,05,810.29**
Balance as per statement of cash flows	**1,34,035.80**	**61,316.28**	**6,26,684.51**
Additional Information			
Net Worth	**4,33,953.47**	**3,71,035.13**	**2,31,817.21**
Cash and Cash Equivalents	**1,74,389.87**	**1,26,634.04**	**1,35,572.27**
Current Investments			
Assets Under Management	**6,91,483.21**	**5,06,707.77**	**4,44,538.09**
Off Balance Sheet Assets	**-**	**-**	**-**
Total Debts to Total assets	**0.98**	**0.69**	**1.48**
Interest Income	**1,40,333.84**	**1,12,736.43**	**96,515.94**
Interest Service Coverage Ratio	**4.14**	**3.11**	**2.57**
Interest Expense	**26,352.53**	**29840.02**	**32,606.41**
Provisioning & Write-offs	**2,014.70**	**4,551.81**	**3,517.57**
Gross NPA (%)	**1.36%**	**1.05%**	**1.02%**
Net NPA (%)	**0.69%**	**0.68%**	**0.84%**
Tier I Capital Adequacy Ratio (%)	**67.17%**	**75.20%**	**58.86%**
Tier II Capital Adequacy Ratio (%)	**0.00%**	**0.00%**	**0.00%**

Note:

1. Profit/Loss after tax corresponds to total comprehensive income for the period
2. Gross NPA as at 31.03.2023 and 30.06.2023 is calculated in accordance with the RBI Circular dated 12th November 2022, on revised IRAC norms

Further, the Servicer possess the financial resources necessary to perform under the Servicing Agreement and/or the other Securitisation Documents.

(f) **Role of the Servicer**

Representations and Warranties of the Servicer

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The Servicer hereby represents and warrants, as on the date of execution of the Servicing Agreement, that:

(I) Each Party hereby represents and warrants, as on the Execution Date, that:

(i) it is a limited liability company duly organised and validly existing under the laws of India;

(ii) it has full corporate power and authority to enter into the Servicing Agreement and to take any action and execute any documents required by the terms hereof, and that the Servicing Agreement has been duly authorised by all necessary corporate proceedings, and has been duly and validly executed and delivered by it, and is a legal, valid and binding obligation of it, enforceable in accordance with the terms hereof;

(iii) the signatory(ies) to the Servicing Agreement on its behalf has/have been duly empowered and authorised to execute the Servicing Agreement and to perform all its obligations in accordance with the terms set out herein;

(iv) to exercise due diligence and the same degree of care while facilitating the administration of, monitoring and collection of the Receivables purchased by the Trustee as the Servicer does with respect to its own receivables, if any;

(v) that no material adverse effect has occurred prior to and as on the Execution Date, which would affect the operations, financial condition, or prospects of the Servicer or impair the Servicer from performing its obligations under the Servicing Agreement or the Securitisation Documents;

(vi) to keep proper accounts in respect of the activities delegated to it;

(vii) that it has and shall maintain adequate operational systems and resources to administer the Pool in relation to the transactions contemplated in the Securitisation Documents; and

(viii) the Servicer is not aware of any evidence indicating a material increase in expected losses or of enforcement actions with respect to the Facilities comprising the Pool.

Undertakings of the Servicer

(I) The Servicer irrevocably (so long as its services are not terminated in terms of the Servicing Agreement) and unconditionally agrees and undertakes that, with effect from the Effective Date, it will service the Receivables and discharge the following functions relating to the Assigned Assets for and on behalf of the Trustee:

(i) collect, assist in and facilitate the collection of (including through its branch network), amounts constituting the Receivables (including any amounts received on enforcement of the Security Interest in respect of the Secured Assets (including upon the sale or realisation of the Secured Assets) and any amounts received in relation to insurance claims with respect to the Secured Assets (if applicable) and manage and deposit such amounts into the Collection and Payment Account so that such amounts may be distributed as Investor Payouts to the Investors and any payments to the Residual Beneficiary, if any, in accordance with the Waterfall Mechanism;

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(ii) do all such acts, deeds and things as may be necessary to collect the Receivables from the Obligors as and when these become due in any Collection Period together with any advance payments, Overdues and Prepayment Proceeds and remit such amounts to the Collection and Payment Account, in the manner set out in the Servicing Agreement;

(iii) suitably monitor the payments to be made by the Obligors in respect of the Facility Agreements and if on the relevant Payin Date, the Servicer determines that the Total Collections are not sufficient to make the Investor Payouts and other senior costs in accordance with the Waterfall Mechanism, the Servicer will inform the Trustee of such shortfall immediately;

(iv) submit to the Trustee all statements, opinions, reports, updates, documents, orders or other instruments with respect to the Receivables, required to be furnished pursuant to any provisions of the Servicing Agreement or any other Transaction Document, to determine whether any of the above are in accordance with the requirements stipulated in respect thereof, under the Servicing Agreement or in any Transaction Document;

(v) hold all the Underlying Documents and other documents, writings, agreements, cheques, drafts and instruments received from the Obligors including post-dated cheques, demand promissory notes, correspondence and records relating to the Receivables, in trust and as agent for the Trustee;

(vi) immediately hand over to the Trustee, all such documents held by it with respect to or relating to the Receivables in its capacity as a Servicer on a demand being made for such documents;

(vii) maintain and provide to the Trustee such records as may be required by the Trustee for the purpose of:

(A) complying with Applicable Law, including filing of returns with any Competent Authority or matters incidental/connected thereto;

(B) any monitoring requirements laid down in the Servicing Agreement and make such records available to the Trustee at any time during normal working hours and with reasonable prior notice; and

(C) (following the listing of the PTCs in accordance with the provisions of the Trust Deed) furnishing statements on a periodic basis in the format specified in Schedule III of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, within 7 (seven) days from the end of the month or the Payout Date, as the case may be;

(viii) collect goods and services tax, if applicable, from the Obligors and remit the amounts collected to the relevant Competent Authorities;

(ix) for all payments collected by the Servicer, ensure that proper receipts are given to the Obligors if required and in the manner provided in the Facility Agreements. Such receipts may be on the letterhead of the Servicer and need not make reference to the Trustee;

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(x) monitor the performance of the Obligors of their obligations under the Underlying Documents and submit to the Trustee and the Rating Agency, at least 2 (two) days prior to each Payout Date, the Monitoring Report(s), for the preceding Collection Period, inter alia, setting out the details mentioned in Annexure 7 and the following details:

(A) billed amount to the Obligors during such Collection Period;

(B) actual collections from Obligors towards such billed amounts;

(C) collections from Obligors towards Overdues;

(D) advance payments made by Obligors;

(E) aging analysis of Overdues;

(F) any Prepayment Proceeds received from the Obligors including the number of Facility Agreements under which such amounts are received and the amounts obtained;

(G) details of the exercise of any right of set-off, counter claim or adjustment against the Seller;

(H) revisions to the future cash flow schedules of the Pool and Investor Payouts, if any;

(I) utilisation (and re-imbursement/replenishment) of the Credit Enhancement, if any; and

(J) any other information relating to the Assigned Assets that the Trustee may reasonably request;

(xi) the Monitoring Reports will, if so requested by the Trustee, be audited by the Auditor on a semi-annual basis. If any discrepancies are observed in payments of any amounts to the Investors as a result of this audit, the Servicer will make good such discrepancies on or prior to the Payin Date immediately following such audit. Any payment shortfalls will be treated as payment in arrears and will be paid to the Investors in accordance with the Securitisation Documents;

(xii) assist in the performance of the Discretionary Audits, as may be required by the Trustee, on a quarterly basis or such other periodicity as may be prescribed by the Trustee (acting on the instructions of the Investors holding Majority Interest);

(xiii) assist the Investors and their agents in the performance of audits of the Servicer or of any of the assets comprising the Pool, as may be required by the Investors from time to time;

(xiv) initiate, commence, institute, defend any proceedings, legal or judicial and take any and all actions (including issuing legal notices) as and when required for enforcing any of the rights of the Trustee in the Underlying Documents including the right to receive the Receivables and the right to receive amounts arising from enforcement of Security Interest in respect of the Secured Assets;

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(xv) if so required by the Trustee, lend its name as plaintiff or co-plaintiff to any proceedings that the Trustee (or any other concerned parties/authorised representatives of the Trustee) may institute against the Obligors. It is clarified that, the Servicer shall not refrain or refuse to take any such actions on the grounds that it would jeopardize the Seller's interest, or otherwise;

(xvi) enforce any or all the duties and obligations of the Obligor(s) under the Facility Agreements and Underlying Documents;

(xvii) to deposit all amounts realised from such enforcement in the Collection and Payment Account for application in accordance with the Waterfall Mechanism;

(xviii) provide such other information as may be requested by the Trustee in relation to the Assigned Assets and the Underlying Documents, within such timelines as may be agreed between the Trustee and the ;

(xix) in case of enforcement of Security Interest in respect of the Secured Assets (including upon the auction, sale or realisation of the Secured Assets) or recovery of any insurance claim pertaining to the Secured Assets, if any, to deposit all amounts realised from such enforcement or claim in the Collection and Payment Account and till such time the deposits are made to hold such amounts in trust for the benefit of the Trustee till the account is settled;

(xx) if requested by the Trustee, include details of any enforcement of Security Interest or any insurance claims pertaining to any Secured Assets in the Monitoring Reports; and

(xxi) generally, to take such steps and actions as may be necessary to protect the interests of the Trustee.

(II) In connection with the servicing of the Receivables, the Servicer undertakes that it will not:

(i) be entitled to reschedule or restructure the repayment under any Facility or change/modify the terms and/or conditions of any Underlying Document(s) including the repayment schedule, interest rate etc., without obtaining the prior written approval of the Trustee (acting on the instructions of all the Investors);

(ii) make any distinction in the collection efforts and follow up actions with respect to the Receivables and its actions in respect of similar loan facilities that are not assigned hereunder; or

(iii) have, claim or exercise any right of deduction, lien or set-off on, over or in respect of any Receivables, amounts, writings or things held by it or continued to be held by it or coming within its power or possession pursuant to or in connection with the Servicing Agreement.

(III) The Servicer will hold all amounts received in respect of each of the Facility Agreements, in trust for the benefit of the Investors. The amounts collected in the course of a Collection Period, as and when received, will be dealt with only in accordance with the Servicing Agreement and the Trust Deed.

(IV) In the event of any delay on the part of the Servicer in depositing the collections in the Collection and Payment Account as contemplated above, the Servicer will, without prejudice

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to the Trustee's rights under the Servicing Agreement, deposit the delayed amounts together with default interest at the Default Interest Rate payable by it computed on the aggregate of the delayed accounts and the amounts scheduled to be paid to the Trust from the date on which such amounts become due to be deposited in the Collection and Payment Account until the date on which these are actually deposited.

(V) All costs and expenses, related to servicing of the Receivables will be borne by the Servicer unless specifically provided otherwise under any provision of the Servicing Agreement or the Transaction Documents.

(VI) The amounts received by the Servicer from any Obligor, who has availed loans in addition to the Facility from the Servicer, towards repayment of any facility(ies) shall be appropriated by the Servicer towards the facility specifically instructed by such Obligor. In the absence of such instruction, the Servicer undertakes that such amounts will be, in terms of priority, first applied to repay the Facilities and then other facilities.

(VII) Following the listing the PTCs with a recognised stock exchange in accordance with the provisions of the Trust Deed, the Servicer undertakes to notify the Trustee of the following:

(i) any action that would affect adversely the payment of interest on the PTCs;

(ii) any other change that would affect the rights and obligations of the PTC Holders;

(iii) any expected default in timely payment of interest or redemption or repayment amount or both in respect of the PTCs listed on the stock exchange as soon as such default becomes apparent; and

(iv) the delay/default in payment of interest/principal amount to the Investors for a period of 3 (three) months from the due date.

(VIII) The Servicer shall comply with the disclosure and other requirements set out in the Securitisation Directions and the Securitisation Listing Framework.

(IX) Until the redemption of all PTCs, the Servicer shall not take any action in relation to the items set out herein below, without the prior written consent of the Trustee (acting on the instructions of the Investors):

(i) **Change of business**

(A) Change the general nature of its business from that which is permitted as a "non-banking financial company" by the RBI.

(B) Any change to its memorandum of association or articles of association that materially and adversely affects its ability to perform its obligations under the Servicing Agreement.

(C) Any reduction in the authorised capital of the Servicer that materially and adversely affects its ability to perform its obligations under the Servicing Agreement.

(ii) **Disposal of Assets**

Sell, transfer, or otherwise dispose of in any manner whatsoever any assets of the

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Servicer (other than any securitisation/portfolio sale of the assets of the Servicer undertaken by the Servicer in its ordinary course of business) that materially and adversely affects its ability to perform its obligations under the Servicing Agreement.

PROVIDED THAT the Trustee shall provide its response to a request by the Servicer in respect of any action proposed under this paragraph (IX) within 7 (seven) days from the date of receiving such request from the Servicer. PROVIDED FURTHER THAT if the Trustee fails to provide such response within the abovementioned time period, the Servicer may proceed with the aforementioned proposed action referred above.

(X) For the purposes of ensuring compliance with Clause 11 of the Securitisation Directions, each of the Seller and the Servicer undertake to do all such deeds, actions, and things so as to ensure that the rights of the Obligors are not contravened by the transactions contemplated under the Securitisation Documents.

(XI) For the purposes of ensuring compliance with Clause 65 of the Securitisation Directions, each of the Seller and the Servicer shall provide to the Trustee and the Investors, such performance information on the Pool as may be required, on an ongoing basis, including without limitation, the average credit quality through average credit scores or similar aggregates of creditworthiness, extent of diversification of the pool of loans, (to the extent applicable) volatility of the market values of the collaterals supporting the loans, cyclicality of the economic activities in which the underlying borrowers are engaged, exposure type, prepayment rates, (to the extent applicable) property types, and (to the extent applicable) occupancy.

(XII) For the purposes of ensuring compliance with Clause 68 and the other provisions of the Securitisation Directions, each of the Seller and the Servicer shall provide to the Trustee and the Investors such information as may be required to conduct stress tests in respect of the Facilities comprising the Pool.

(XIII) For the purposes of ensuring compliance with Clause 72 and Clause 115 and the other provisions of the Securitisation Directions (other than provisions in respect of simple, transparent and comparable (STC) securitisation), each of the Seller and the Servicer shall provide to the Trustee and the Investors the disclosures and information prescribed in Annex 2 of the Securitisation Directions, and such other information and details as may be prescribed by the Trustee and the Investors.

(g) **Servicer's Event of Default**

"Servicer Event(s) of Default" means, in respect of the Servicer, the occurrence of any of the following events:

(i) inability to pay its debts within the meaning of Applicable Law, or the filing of a petition/application for insolvency/bankruptcy;

(ii) any resolution being passed, resolving or to consider resolving that the Servicer be wound up voluntarily;

(iii) an order for winding up or insolvency of the Servicer is made by any competent court or tribunal, including under the (Indian) Insolvency and Bankruptcy Code, 2016 and any rules and regulations made thereunder;

(iv) a moratorium or an interim moratorium is declared in respect of the Servicer under the

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(Indian) Insolvency and Bankruptcy Code, 2016 and any rules and regulations made thereunder;

(v) a receiver, liquidator, administrator or insolvency professional has been appointed or allowed to be appointed for all or substantial part of the undertaking of the Servicer including under the (Indian) Insolvency and Bankruptcy Code, 2016 and any rules and regulations made thereunder;

(vi) an order for suspension of business or winding up, liquidation, administration or resolution of the Servicer is made by any Competent Authority;

(vii) any default or negligence on the part of the Servicer as a result of which the Trustee is prevented from or is unable to enforce any proceedings for recovery of any Receivables;

(viii) any breach of the Servicing Agreement or any other Securitisation Documents by the Servicer or any other failure on the part of the Servicer to observe or perform in any respect any covenant or obligation or undertaking under the Transaction Documents that (A) has a material adverse effect on the ability of the Servicer to continue to perform its obligations under the Transaction Documents, or (B) is likely to be prejudicial to the Receivables in any way, including in respect of either the collection of the Receivables or enforcement proceedings in respect of the Receivables;

(ix) any failure of the Servicer to collect amounts constituting the Receivables and remit/deposit them into the Collection and Payment Account on or prior to each Payin Date;

(x) any Underlying Document becoming unenforceable due to the failure of the Servicer to obtain any Authorisation required by or from any Competent Authority; or

(xi) the failure of 2 (two) successive Discretionary Audits testing the ability of the Servicer to meet the standards with respect to collection standards, management, governance, internal systems and processes, and data integrity as may be required by the Trustee.

(h) **Replacement of the Servicer**

(i) **Servicer's Event(s) of Default**

(A) In the event of the occurrence of one or more Servicer Event(s) of Default, the Trustee will, upon receipt of written instructions from the Investors holding Majority Interest, serve a notice upon the Servicer calling upon it to remedy such Servicer Event(s) of Default, to the extent capable of remedy in the opinion of the Trustee, within a period of 5 (five) Business Days from the date of occurrence, or such other time period as may be set out in such notice.

(B) If the Servicer fails to remedy the Servicer Event(s) of Default within a period of 5 (five) Business Days from the date of occurrence or such other time period as may be set out in aforementioned notice, all functions of the defaulting Servicer will stand transferred to such other servicer, acceptable to the Rating Agency, who may be appointed by the Trustee upon receipt of written instructions from the Investors holding Majority Interest in such Servicer's place.

(C) The cost of appointment of such new servicer will be borne by the defaulting Servicer.

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(D) The defaulting Servicer will transfer to such new servicer the custody of all the Underlying Documents and all such documents held by it with respect to or relating to the Receivables in its capacity as the servicer.

(ii) **Termination and Replacement of the Servicer**

(A) Without prejudice to paragraph (h)(i) above, the Trustee will, on receipt of a written request from the Investors holding Majority Interest, terminate the appointment of the Servicer, and appoint any other body corporate or a company which is a bank or a financial institution, acceptable to the Rating Agency and the Investors holding Majority Interest, to act as the servicer. It is hereby clarified that the Trustee shall endeavour to appoint the successor/new servicer within a period of 30 (thirty) days from the date of the request from the Investors holding Majority Interest.

(B) The terms of appointment of the new servicer will be determined by the Trustee in accordance with the instructions of the Investors holding Majority Interest.

(C) The cost of appointment of such new servicer will be borne by the Investors.

(D) The Servicer whose services are terminated will have no further responsibility or liability towards any party to the Servicing Agreement pursuant to the termination of its appointment as a servicer.

(E) In the event that a new servicer is appointed, the Trustee shall intimate the Rating Agency.

(iii) **Change of Servicer**

In the event of any termination or replacement of the Servicer in accordance with the Servicing Agreement, the Trustee has the right to:

(A) serve notices on the Obligors to repay/pay the amounts due under the Facilities directly to the new servicer or the Trustee (as the case may be); and

(B) take custody of all the Underlying Documents from the Servicer and hold them in trust for the Investors.

(iv) **Liability**

Neither the Servicer nor any of its directors, officers, employees or agents will be liable to the Investors or the Trustee for taking any action or for refraining from taking any action pursuant to the Servicing Agreement, or for errors in judgment. The Servicer will act solely on the instructions of the Trustee.

(i) **Semi-Annual Reports**

The Servicer shall as on the Deemed Date of Allotment and every 6 (six) months thereafter submit a report to the Trustee (with a copy marked to the Investors) in the format required under the Securitisation Directions (specifically Annex 2 of the Securitisation Directions which is reproduced herein as **Annexure 5**).

(j) **Servicing Fees**

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"**Servicing Fee**" means the fees payable to the Servicer on each Payout Date in lieu of the services provided by the Servicer in terms of the Servicing Agreement, which fees shall be ascertained on the basis of 0.03% (zero decimal zero three percent) (plus the applicable goods and services tax) of the outstanding principal of the Facilities comprising the Pool on the relevant Payout Date, payable in accordance with the Servicing Agreement and the Trust Deed.

7.2 THE ISSUER/ SPV

(a) **A brief description of the Issuer along with its history**

The SPV and issuer for the transaction shall be a Trust settled by Catalyst Trusteeship Limited under a Declaration of Trust. The SPV shall be called "Dhruva XXI 2023". The Trust is a special purpose distinct entity within the meaning of Securitisation Listing Framework.

Objects of the Trust

(I) The Trust has been created with the following objects:

(i) to consider the Information Memorandum prepared by the Seller for the Investors pertaining to the securitisation of the Receivables (excluding the Security Interest created in respect of the Secured Assets underlying the Facilities) and to discuss and finalise the Information Memorandum with the Rating Agency and the Seller;

(ii) to purchase the Assigned Assets from the Seller and utilise the Credit Enhancement for the benefit of the Investors. For this purpose, the Trustee will be empowered to execute such deeds, documents, agreements and writings as may be required to acquire the complete right, title and interest in respect of the Assigned Assets. It is acknowledged, understood and agreed that the Assigned Assets do not include, and shall not in any manner whatsoever be deemed to include, any Security Interest created in respect of the Secured Assets underlying the Facilities;

(iii) to receive subscription amounts from the Investors desirous of subscribing to the PTCs;

(iv) to make payment of the Purchase Consideration to the Seller for the purchase of Assigned Assets from and out of the subscription amounts received from the Investors. PROVIDED THAT nothing in the Trust Deed will make the Trustee liable for making payment of the Purchase Consideration, until and unless the Trustee receives adequate subscription amounts from the Investors;

(v) to hold the Trust Property for the benefit of the Beneficiaries in accordance with the terms and conditions of the Trust Deed;

(vi) to issue PTCs to the Investors evidencing their undivided beneficial right, title and interest in the Trust Property;

(vii) to keep the amounts and assets representing the Trust Property with the Approved Bank and the Collection Bank, and to deposit and withdraw such amounts and assets as may be required from time to time;

(viii) to open and operate the Collection and Payment Account, operate the account in which the Cash Collateral is maintained and supervise the cash flows into and from the Collection and Payment Account and the Cash Collateral;

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(ix) to execute the Accounts Agreement to set out the terms of the establishment, maintenance and operation of the accounts to be maintained by the Trustee in accordance with the Trust Deed;

(x) to make Investor Payouts to the Investors from time to time in accordance with the Waterfall Mechanism;

(xi) to utilise the Credit Enhancement in accordance with the provisions of the Trust Deed and the other Securitisation Documents;

(xii) to appoint and monitor the responsibilities of the Servicer or other servicer(s) (appointed in accordance with the Servicing Agreement) for the servicing of the Receivables and execute any and all documents and instruments for this purpose and in such event, to require such person to deposit the collections of the Receivables, prepare reports and take such other actions, on such terms and conditions as may be decided by the Investors holding Majority Interest;

(xiii) to appoint the Registrar and Transfer Agent;

(xiv) to direct the performance of Discretionary Audits on the Servicer, as and when required; and

(xv) to do all such other activities that may be incidental or ancillary to the objects set out above and as may reasonably be required for the purpose of securitisation of the Receivables in the manner contemplated in the Securitisation Documents. PROVIDED THAT the Trust will not carry out any other commercial activity (other than that permitted above) for the purpose of securitisation of the Receivables.

(II) The objects of the Trust as stated in paragraph (I) will be implemented in accordance with terms of the Trust Deed and the other Securitisation Documents.

(b) **A statement whether the issuer has been established as a special purpose vehicle or entity**

The SPV and issuer for the transaction shall be a Trust settled by Catalyst Trusteeship Limited under a Declaration of Trust. The SPV shall be called "Dhruva XXI 2023". The Trust is a special purpose distinct entity within the meaning of Securitisation Listing Framework.

(c) **Details of the settlor, initial corpus, place of registration, if any, along with any identification number**

The Trust has been settled by Catalyst Trusteeship Limited with an initial corpus of Rs. 1,000/- (Rupees One Thousand Only) in India in accordance with the Indian Trusts Act, 1882.

(d) **Name of the person(s) who directly or indirectly controls the Issuer, along with the nature of such control and the measures in place to ensure that such control is not abused.**

The Issuer is established as a special purpose entity and is managed by Catalyst Trusteeship Limited which is an independent corporate entity as a trustee and the Issuer is bound to follow the applicable SEBI regulations, provisions of the Indian Trusts Act, 1882 and the provisions of the Trust Deed.

(e) **Person(s) holding residual beneficial interest in the trust.**

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Upon the redemption of the PTCs in full and all amounts drawn from the external Credit Enhancement has been repaid in full, in the event any surplus amounts are available in the Collection and Payment Account, shall belong to the Residual Beneficiary.

(f) **Financial Information concerning the Issuer's assets and liabilities, financial position, and profits and losses, if any.**

There is no other financial information other than those mentioned in Chapter 7.

(g) **Names, address, nationality, professional experience, other directorships and academic qualifications of the trustees.**

Catalyst Trusteeship Limited, a company incorporated under the Companies Act, 1956, having its registered office at GDA House, Plot No. 85, Bhusari Colony (Right), Paud Road, Pune, Maharashtra - 411038, India and acting through its office at Office No. 604, 6th floor, Windsor, off CST Road, Kalina, Santacruz (East), Mumbai, Maharashtra - 400098, India has been appointed as the trustee of the Trust.

The details of the management of the Trustee are as follows:

Sr. No.	Name of Director and Address	Designation
1.	Shri. Ravindra Marathe B 704, Kapil Akhila, Pancard Club road, Baner, Pune 400145	Director
2.	Shri. Jayesh Dharmendra Pandit Anand Dharrma, Hem Colony, S.V. Road, Vile Parle (West), Mumbai – 400056	Director
3.	Shri. Raghavendra Krishnarao Kulkarni Gangotri Apartments, Erandwane, PL-No.-1, Pune – 411029	Director

(h) **Management of the Issuer**

The Issuer is established as a special purpose entity and is managed by Catalyst Trusteeship Limited which is an independent corporate entity as a trustee.

7.3 THE TRUSTEE

(a) **Name of the trustee, organisational form, management of the Trustee**

Catalyst Trusteeship Limited, a company incorporated under the Companies Act, 1956, having its registered office at GDA House, Plot No. 85, Bhusari Colony (Right), Paud Road, Pune, Maharashtra - 411038, India and acting through its office at Office No. 604, 6th floor, Windsor, off CST Road, Kalina, Santacruz (East), Mumbai, Maharashtra - 400098, India has been appointed as the trustee of the Trust.

Please refer Section 7.3(i) below for the management of the Trustee.

(b) **Experience of the Trustee**

Catalyst Trusteeship Ltd. (Erstwhile "GDA Trusteeship Limited"), a SEBI registered trusteeship company, is an independent service provider, engaged in providing corporate trusteeship services including trusteeship for bonds/ debenture issues. Catalyst Trusteeship Ltd. (Erstwhile "GDA Trusteeship Limited") is a company incorporated under the Companies Act, 1956 and was incorporated

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on August 22, 1997. Catalyst Trusteeship Ltd. (Erstwhile "GDA Trusteeship Limited") obtained registration under the SEBI (Debenture Trustees) Regulations, 1993 in the year 1998. The registration has been renewed up to April 30, 2015. The range of services being provided by Catalyst Trusteeship Ltd. (Erstwhile "GDA Trusteeship Limited") includes debenture/bond trusteeship, security/mortgage trusteeship, trust and retention agency, escrow agency, inter creditor agency, trustees to securitization transactions, trustees to venture capital/private equity funds etc, Gratuity, Superannuation, Provident and Pension Fund Trustee, Trustee for Public Deposits. CTL has been accredited with ISO 9001 certification for its strong internal systems with state-of-the-art technology. CTL is required to conform to stringent quality standards prescribed under the above certification on an on-going basis. CTL is also DNV certified. Catalyst Trusteeship Ltd. (Erstwhile "GDA Trusteeship Limited") is presently handling trusteeship assignments having more than Rs. 5,00,000/- crores amounts under trust management.

(c) **Primary Duties of Trustee**

Duties and Obligations of the Trustee

(i) The Trustee will ensure that all investments of the Trust Property are in accordance with the Trust Deed.

(ii) The Trustee will, at all times, ensure that the Trust Property is kept segregated from the assets of the Trustee and any other asset for which the Trustee is or may be responsible.

(iii) The Trustee will act in the interest of the Investors and provide or cause to provide information and disclosures to Investors in the form and manner specified in the Trust Deed and the other Securitisation Documents.

(iv) The Trustee will exercise due diligence and care in carrying out its duties and will take all action whatsoever necessary for protecting the interest of the Investors.

(v) The Trustee will ensure that all transactions are properly entered into and performed in accordance with the Trust Deed.

(vi) The Trustee will fulfil all its obligations under the agreements, deeds and writings executed by the Trustee in relation to the Trust Property.

(vii) Based on the reports given by the Servicer, the Trustee will, within a period of 3 (three) Business Days from each Payout Date, prepare and provide to each Investor, a new statement including:

(A) the amount of the Receivables realised;

(B) the amount of the Receivables outstanding;

(C) the details of any Defaults;

(D) details of any utilisation and/or replenishment/reimbursement (if any) of the Credit Enhancement;

(E) the details of any Prepayments; and

(F) if so required, a new schedule of payment of the Investor Payouts on all subsequent Payout Dates and/or a new schedule of expected cash flows from the Facilities comprising the Pool, each adjusted for (1) the impact of Prepayments and/or

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Defaults on the Pool (if so required), and/or (2) any change in the Effective Date pursuant to the terms of the Securitisation Documents.

(viii) The Trustee agrees that it shall either by itself or through the Servicer:

(A) ensure timely Investor Payouts;

(B) make Cash Collateral available for the PTCs at all times; and

(C) ensure that services of ECS (Electronic Clearing Service), Direct Credit, RTGS (Real Time Gross Settlement) or NEFT (National Electronic Funds Transfer) or other fund transfer mechanisms prescribed by the RBI are used for payment of the Investor Payouts as per applicable norms of the RBI.

(ix) The Trustee shall ensure timely payment of interest and redemption amounts to the Investors in terms of issue of the PTCs out of the realisations from the Pool or Cash Collateral.

(x) The Trustee shall monitor the internal processes of the Servicer and ensure that they are designed to avoid a conflict of interest. Without prejudice to the foregoing, the Trustee and the Trust shall adopt internal procedures designed to avoid conflict of interest.

(xi) The Trustee shall file such tax returns as may be required by Applicable Law in relation to the income arising from the Trust Property.

(xii) If required to close transfers of the PTCs, for such purposes as the recognised stock exchange may agree to or require, the Trustee shall give to such stock exchange a notice in advance of at least 7 (seven) Business Days, or as many days as such exchange may from time to time reasonably prescribe, stating the dates of closure of transfers and specifying the purpose or purposes for which the transfers are to be closed.

(xiii) The Trustee shall submit such information, including financial information relating to the Trust, to the stock exchanges and the Investors and comply with such other continuing obligations as may be stipulated in the listing agreement entered into with a recognised stock exchange.

(xiv) If so required under Applicable Law, every rating obtained by the Trustee in relation to the PTCs shall be periodically reviewed by the Rating Agency and any revision in the rating shall be promptly disclosed by the Trustee to the recognised stock exchanges where the PTCs are listed.

(xv) The Trustee agrees that it will not forfeit unclaimed Investor Payouts and such unclaimed Investor Payouts shall, after a period of 7 (seven) years, be transferred to the Investor Protection and Education Fund set up as per the Securities and Exchange Board of India (Investor Protection and Education Fund) Regulations, 2009.

(xvi) Where it proposes to change its management or control, the Trustee shall obtain prior approval of the SEBI for continuing to act as such after the change.

(xvii) The Trustee shall pay the registration fees and annual fees with respect to the Trust under the Securitisation Listing Framework.

(xviii) The Trustee shall take adequate steps for redressal of grievances of the Investors within 1 (one) month of the date of the receipt of the complaint and keep the SEBI informed about the

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number, nature and other particulars of the complaints received.

(xix) The Trustee shall abide by the provisions of the Securities Contracts (Regulations) Act, 1956 and the Securitisation Listing Framework in respect of the regulated activities carried on by the Trustee.

(xx) The Trustee shall forthwith inform the SEBI, if any information or particulars previously submitted to the SEBI is found to be misleading in any material respect or false.

(xxi) The Trustee shall forthwith inform the SEBI, of any material change in the information or particulars furnished, which may have a bearing on the certificate of registration granted to it.

(xxii) The Trustee shall abide by the Code of Conduct specified in Schedule III of the Securitisation Listing Framework.

(xxiii) The Trustee agrees that credit to demat accounts of the Investors shall be made within the time period prescribed under the Securitisation Listing Framework.

(xxiv) The terms of issue of the PTCs shall not be varied without the consent of all the Investors. The Investors shall be deemed to have given their consent to any variation only if 21 (twenty one) days' notice is given to them of the proposed variation and it is approved by a special resolution of the Investors. Sections 110 and 114 of the Companies Act, 2013 shall *mutatis mutandis* apply to such special resolution.

(xxv) The Trustee agrees that no material modification shall be made to the structure of the PTCs in terms of coupon, conversion, redemption, or otherwise without prior approval of the recognised stock exchange where the PTCs are listed. The Trust shall make an application to such exchange only after the approval of the Investors as required herein.

(xxvi) The Trustee agrees that unless the terms of issue provide otherwise, the Trustee shall not select any of its listed PTCs for redemption other than on a pro rata basis or by lot and shall promptly furnish to the recognised stock exchange (where the PTCs are listed) the details thereof.

(xxvii) Without prejudice to any Applicable Law, the Trustee shall maintain or cause to be maintained proper accounts and records to enable a true and fair view to be formed of its assets, liabilities, income and expenditure. The Trustee shall maintain the accounts in such a manner so as to disclose as on the most recent Payout Date the financial position of the Trust. The Trustee shall maintain the accounts of the Trust in accordance with generally accepted accounting principles and having regard to the guidance issued by the Institute of Chartered Accountants of India or as may be specified by the SEBI in respect of accounting for securitisation trusts.

(xxviii) The Trustee shall maintain or cause to be maintained other records and documents, including a register of the Investors, for the Trust so as to explain its transactions and its accounts. The Trustee shall intimate to the SEBI the places where the records and documents maintained under this paragraoh (xxviii) are kept. PROVIDED THAT the register of Investors maintained by a depository in respect of the PTCs held in dematerialised form with it shall be deemed to be a register of Investors of the PTCs.

(xxix) The Trustee shall maintain its books of account, records and other documents in respect of the Trust for a minimum period of 8 (eight) years from the redemption of all the PTCs issued

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by the Trust.

(xxx) The Trustee shall furnish annual report(s) about the Pool performance and the Investor servicing to the Investors at such times as may be prescribed by the Investors.

(xxxi) The Trustee shall ensure that the covenants in the Trust Deed and any other Securitisation Document are complied with by the relevant parties.

(xxxii) The Trustee shall act in the interest of the Beneficiaries and shall provide or cause to provide such information and disclosures to Beneficiaries and SEBI as may be specified by SEBI.

(xxxiii) The Trustee shall take reasonable and due care to ensure that the funds raised through the issue of the PTCs by the Trust are in accordance with the provisions of the Securitisation Listing Framework.

Powers of the Trustee

Without prejudice to the generality of the powers, authorities and discretions conferred under the Securitisation Documents, it is hereby declared that the Trustee has the following powers:

(i) to accept the subscription amounts (including advances thereon) from the Investors and pay the Purchase Consideration to the Seller towards the purchase of Receivables from time to time;

(ii) to utilise the Trust Property, in accordance with the provisions of the Trust Deed and the other Securitisation Documents;

(iii) to issue, redeem, consolidate, sub-divide, re-issue or cancel the PTCs, in accordance with the provisions of the Securitisation Documents;

(iv) to acquire, hold, deal with and manage the Trust Property in accordance with the Securitisation Documents;

(v) to open the Collection and Payment Account with the Collection Bank for the deposit of the issue proceeds and utilise such issue proceeds in the manner provided herein and the other Securitisation Documents;

(vi) to make Investor Payouts and payments to the Residual Beneficiary, if any, in accordance with the Trust Deed;

(vii) to keep the amounts representing the Trust Property in the Collection and Payment Account and to deposit and withdraw such amounts as may be required from time to time in accordance with the Securitisation Documents;

(viii) to collect all amounts due to the Trust and acknowledge and give effectual and valid receipts and discharges for such amounts;

(ix) to obtain listing of the PTCs on one or more stock exchanges in accordance with the Securitisation Documents, and in accordance with Applicable Law;

(x) to exercise all rights and remedies and take all consequential action under the Transaction Documents;

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(xi) to grant consents and approvals as may be required under any Facility Agreement to enable the Servicer to carry out its functions in accordance with the Securitisation Documents;

(xii) to institute, conduct, defend, compound, settle, withdraw or abandon any legal proceedings in the name of the Trust or the Trustee together with the Seller if so required, and to submit any proceedings or differences for settlement by arbitration, if required;

(xiii) to request withdrawals from and make refunds/reimbursements/permit resets in respect of the Credit Enhancement in accordance with the Securitisation Documents;

(xiv) to compromise, settle or abandon any debt or claim due to the Trust unless the Investors have otherwise required the Trust to take actions to recover the debts or claims in the manner provided in the Securitisation Documents;

(xv) to open one or more accounts, including the Collection and Payment Account, for the purpose set out in the Securitisation Documents and to operate such accounts;

(xvi) to monitor the cash flows into and from the Collection and Payment Account;

(xvii) to execute and perform the Securitisation Documents;

(xviii) to keep all Underlying Documents as handed over to it by the Seller and the Securitisation Documents in safe custody for the benefit of the Investors, and to exercise custody over all Receivables in respect of the Assigned Assets and hold these in trust for the benefit of the Investors;

(xix) to enter into all arrangements and contracts in relation to the objects of the Trust;

(xx) to appoint and employ agents and other persons to assist the Trustee in the administration of the Trust and to determine their fees and emoluments and at its discretion, to remove such agents and persons and appoint others in their place;

(xxi) to appoint any third party service providers such as brokers, advocates, auditors, credit rating agencies, registrars, agents, valuers and other persons for the purpose of fulfilling any of the objectives of the Trust, after obtaining Majority Consent;

(xxii) to incur and pay all reasonable costs, charges and expenses incidental to the management, administration and execution of the Trust, including the registration of the Trust with any Competent Authority;

(xxiii) to sign, seal, execute, deliver and register all deeds, documents and assurances in respect of or relating to the Trust and the due performance and execution of the purpose and objects hereof;

(xxiv) to constitute committees consisting of such persons as may be approved by the Investors holding Majority Interest, to guide and advise the Trust and to delegate suitable powers to them and impose appropriate regulations on them as approved by the Investors holding Majority Interest;

(xxv) to review the reports prepared/certifications provided pursuant to the Discretionary Audits and take any action(s) thereon;

(xxvi) to review the reports prepared by the Auditor and take any action(s) thereon;

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(xxvii) to compromise or settle any dispute in relation to or pertaining to the Trust Property, as approved by all Investors;

(xxviii) to modify, alter, add to or amend any of the provisions of the Securitisation Documents with the consent of all the Investors;

(xxix) to enable and assist any Investor in conducting any due diligence of the Servicer or of any of the Facilities comprising the Pool;

(xxx) to accept the Clean Up Purchase Consideration in terms of the Trust Deed and the other Securitisation Documents subject to compliance with Applicable Law;

(xxxi) to make available, a copy of the Trust Deed and the accounts and statement of affairs of the Trust to the RBI, if required to do so; and

(xxxii) to generally do all acts, deeds, matters and things which are necessary for the objects or purpose of or in relation to the Trust or are incidental or conducive to the proper exercise of the power of the Trustee under the Trust Deed.

(d) **Term of the Trustee**

The Trustee will hold office as the trustee of the Trust until the termination or discharge of the Trustee, whichever is earlier, save and except as may be provided in the Trust Deed.

The Trustee agrees not to vacate its office unless another Trustee is appointed in its place, including in the event of the termination/replacement/resignation of the Trustee under paragraphs (e), (f) or (g) below.

(e) **Discharge of Trustee**

The Trustee will stand discharged from its office if the Trustee passes a resolution to be wound up or any order of winding up or insolvency is passed against the Trustee by any court or tribunal. PROVIDED THAT the Trust Property will not be deemed to be the property of the Trustee in any such winding up or insolvency proceedings.

(f) **Substitution of the Trustee**

The Investors holding Majority Interest may at any time during the term of the Trust, remove and substitute the Trustee with another trustee. If so required by Applicable Law, the consent of the Competent Authorities (including the SEBI) shall be obtained prior to any such removal and substitution.

(g) **Resignation of the Trustee**

The Trustee may voluntarily resign from its office of Trustee hereunder at any time without assigning any reason and without being responsible for any loss or costs occasioned by such resignation. PROVIDED THAT the Trustee will have given at least 3 (three) months prior written notice to the Investors in that regard and the Investors have found a suitable trustee to replace the Trustee. Until the Investors do not find such a suitable trustee to replace the Trustee, the Trustee will not be entitled to resign from its responsibilities. In the event of such resignation from its office by the Trustee, the Trustee will forthwith return to the Investors or the Seller, as the case may be, on a *pro rata* basis, the remuneration received for the period of services remaining. If so required by Applicable Law, the consent of the Competent Authorities (including the SEBI) shall be obtained prior to any such

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resignation.

(h) **Appointment of a new Trustee**

In the event of termination of the services of the Trustee under paragraphs (e), (f) or (g) above, the new trustee will be appointed by the Investors holding Majority Interest.

PROVIDED THAT no person will be appointed as a trustee if:

(i) such person has been found to be insolvent;

(ii) such person has voluntarily filed bankruptcy or insolvency proceedings with appropriate authorities; and

(iii) if any winding up, insolvency or similar proceedings has been initiated against such person by any third party, which proceeding has been continuing for a period beyond 1 (one) year from the date of such proceeding being admitted into any court, tribunal or any other Competent Authority.

On such appointment, all actions will be taken as are required to vest the legal ownership in the Trust Property with the new trustee. All costs, charges and expenses incurred/to be incurred in vesting the Trust Property in favour of the new trustee will be reimbursed from the Trust Property.

(i) **Management of the Trustee**

Sr. No.	Name of Director and Address	Designation
1.	Shri. Ravindra Marathe B 704, Kapil Akhila, Pancard Club road, Baner, Pune 400145	Director
2.	Shri. Jayesh Dharmendra Pandit Anand Dharrma, Hem Colony, S.V. Road, Vile Parle (West), Mumbai – 400056	Director
3.	Shri. Raghavendra Krishnarao Kulkarni Gangotri Apartments, Erandwane, PL-No.-1, Pune – 411029	Director

(j) **Name of the Compliance Officer of the Trustee**

Ms. Rakhi Kulkarni

7.4 REGISTRAR AND TRANSFER AGENT

(a) The Registrar and Transfer Agent will maintain a PTC Register wherein a record of PTCs issued, and transfers made from time to time will be entered including relevant details such as the dates of such issue or transfer respectively.

(b) It will be lawful for the Trustee to make payments of the amounts due and payable under the respective PTCs to the Investors whose name appears in the records of the Registrar and Transfer Agent as the Investor on the Record Date, notwithstanding that the PTCs have already been transferred, assigned, sold or disposed of by such Investor unless the

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transferee/acquirer of such PTCs, who claims payments thereunder, appears as the Investor in the records of the Registrar and Transfer Agent.

7.5 COLLECTION BANK

ICICI Bank Limited acting through its branch located at ICICI Bank Towers, BKC, Mumbai, Maharashtra shall be the Collection Bank.

CHAPTER 8: LEGAL AND TAX ISSUES

8.1 LEGAL DOCUMENTS

Legal documents for the Transaction i.e. the Transaction Documents have been finalised in consultation with Legal Counsel, Phoenix Legal.

The following legal documents shall be executed for the proposed assignment:

(a) the Trust Deed;

(b) the Assignment Agreement;

(c) Servicing Agreement;

(d) the Accounts Agreement

(e) this Information Memorandum;

(f) the Pass Through Certificates; and

(g) Power of Attorney by the Seller in favour of the Trustee.

8.2 STAMP DUTY

(a) **Securitisation Documents**

The Securitisation Documents are required to be stamped at the rate of stamp duty applicable in relation to such instruments in the State in which such documents are executed. In the event that the Securitisation Documents are taken outside the state in which it is executed for any purpose, including for the purposes of taking any enforcement action, additional stamp duty will have to be paid on the Securitisation Documents, in the event that the stamp duty payable on the Securitisation Documents in the State in which it is taken to, is higher than the stamp duty payable on the Securitisation Documents in the State in which it has been executed.

(b) **Pass Through Certificates**

The issue of PTCs through a depository or otherwise will require payment of stamp duty at the rate specified in Schedule I of the Indian Stamp Act, 1899, which is currently specified as 0.005% of the issuance amount. Further, any transfer of PTCs made through a stock exchange or by a depository or otherwise will require payment of stamp duty at the rate specified in Schedule I of the Indian Stamp Act, 1899, which is currently specified as 0.0001% of the consideration amount.

8.3 RIGHTS IN THE CONTRACT

The Seller will sell, assign and convey to the Issuer, in trust for and for the benefit of the Investors, except as otherwise provided in Securitisation Documents, without recourse to the Seller all the rights, title and interest of the Seller in and to the Assigned Assets in return for the payment of the Purchase Consideration. Consequentially these contracts will be marked as sold in the records of the Seller and hence will not form part of the properties or the assets of the Seller. The Issuer, in turn, will transfer undivided beneficial interest in the Assigned Assets on the Deemed Date of Allotment to the Investors by issuing the Certificates.

8.4 REPOSSESSION

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In the event of default in making payments by an Obligor, the Servicer is required to intimate the occurrence of such default to the Obligor and follow a due process of serving of notice for repossession. On the expiry of the notice period, the Servicer has a right to take possession the Underlying Asset, unless such an act would constitute a breach of any law or regulation. In a case where the Obligor objects or raises a defence to possession, a court order may be obtained from the appropriate court and possession of the Underlying Asset may be taken in accordance with that order. The court may also prevent the Servicer from taking possession an Underlying Asset or as a part of a rehabilitation or settlement plan, reduce the amount of indebtedness or reduce any payment due or reduce the interest and/or extend the time for payment of amount by the Obligor. Any such directions of the court may affect the payments made to the Investor.

The sale proceeds of an Underlying Asset are first applied towards the expenses of taking possession and sale - then to recovery of overdues and then to satisfaction of the balance amounts outstanding. While the Obligor is still obliged to repay the outstanding loan amounts after adjustment of the sale price of the Underlying Asset, in practice, a defaulting Obligor has very little capital or source of income available. Therefore, in many cases, it may not be useful to seek a deficiency judgment or, where a decree is obtained; it may have to be settled at a significant discount.

8.5 WITHHOLDING TAXES

The Issuer or the Seller will not be obliged to pay additional amount if the Investor Payouts on the Investors are subject to withholding taxes.

8.6 TAX DEDUCTED AT SOURCE

The tax regime for the "securitisation trusts" is such that, though the income of the "securitisation trust" would be exempt: (i) the income of an investor from the "securitisation trust" would not be exempt and any income from a "securitisation trust" would be taxable in the hands of an investor in the same manner and to the same extent as it would have happened had the investor made the investment directly and not through the "securitisation trust"; and (ii) the "securitisation trust" will have to deduct tax at source while making payments to the investors. The tax deduction at source shall be effected by the securitisation trust at the rate of 25% in case of payment to resident investors which are individuals or HUF and at the rate of 30% in case of others. In case of payments to non-resident investors, the deduction at source shall be at rates in force. In case of those investors to whom payments are to be made without deducting tax at source or after deducting tax at a lower rate, either pursuant to the provisions of the Income Tax Act, 1961 or pursuant to a certificate obtained in this regard from the tax department, the said investors should inform the Trustee of the same so that the Trustee can take appropriate steps in this regard.

8.7 TAXATION OF TRUST

Pursuant to Section 115TCA of the Income Tax Act, 1961, any securitisation trust set up under the Reserve Bank of India guidelines on securitization of standard assets shall be a 'securitisation trust' for the purposes of the Income Tax Act, 1961. As per Section 10(23DA) of the Income Tax Act, 1961, any income of the securitisation trust shall be exempt from taxation.

However, as per Section 115TCA of the Income Tax Act, 1961, any income accruing or arising to, or received by, a person, being an investor of a securitisation trust, out of investments made in the securitisation trust, shall be chargeable to income-tax in the same manner as if it were the income accruing or arising to, or received by, such person, had the investments by the securitisation trust been made directly by him. Therefore, the income earned in the hands of the investors in the PTCs would be subject to taxation which would normally be applicable to their income.

Further, as per Section 194LBC of the Income Tax Act, 1961, income payable by the securitisation trust to the investors, shall be paid subject to deduction of tax at source at the rates stipulated therein.

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8.8 LEGAL STATUS OF THE TRUST

The Trust shall be settled under the provisions of the Indian Trust Act, 1882 by way of the Trust Deed. The Trust shall be entitled to carry on the business as set out in the objects of the Trust under the Trust Deed.

8.9 APPLICABILITY OF THE SECURITISATION ACT

The proposed securitisation of loan Receivables would fall outside the purview of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (**'the Securitisation Act'**) as the proposed transaction envisages transfer of standard receivables to a trust and does not involve sale of receivables to a securitisation company as provided in the Securitisation Act.

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CHAPTER 9: SPECIAL CONSIDERATIONS AND RISK FACTORS

The Series A1(a) PTCs and Series A1(b) PTCs have been given a provisional rating of AA (SO) by the Rating Agency. However, holding of the PTCs is not free of risk. The Issuer believes that the risks described below are the principal ones inherent in this transaction for prospective investors and does not represent that the statement of risks set out hereunder is exhaustive.

9.1 RISKS IN RELATION TO RECEIVABLES AND BORROWERS

The Investor Payouts are dependent on the timely payments of the amounts due under the Loan Agreements and in the event the Borrowers default to make such payments, the Investor Payouts may get delayed or considerably reduced or become NIL.

9.2 MATERIAL CHANGES IN REGULATIONS TO WHICH THE BORROWER IS SUBJECT COULD IMPAIR THE BORROWER'S ABILITY TO MEET PAYMENTS OR OTHER OBLIGATIONS.

The Borrower 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 Borrower or its future financial performance, by requiring a restructuring of its activities, increasing costs or otherwise.

9.3 GENERAL ECONOMIC CONDITIONS

The Borrower operates within India and, accordingly, 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 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 Borrower 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. Currently, the spread of COVID-19 has affected millions across the globe and has not only affected day to day lives of people but has also given a hard blow to the supply chain of factories, with trade routes being disturbed and slowing down of the industry, trade, commerce and business activities across all sectors economically. Further, the loan repayment capacity of the Borrowers may be impacted because of the factors such as pay cuts, lay-offs or complete shut-down /disruption of their businesses caused due to the COVID-19.

9.4 POTENTIAL LIABILITIES OF TRUST

There could be certain liabilities that may arise during the tenor of the PTCs which will have to be discharged by the Trust utilising the Trust Property and which may impact the cashflows to the Investors. These liabilities may include the costs to be incurred in replacing the Servicer in terms of the Securitisation Documents, it should however be noted that the Securitisation Documents do provide that following the occurrence of a Servicer Event of Default, the outgoing Servicer would be liable to pay all the costs and expenses incurred by the Trust in replacing the Servicer. Further, currently the cost of servicing is being borne by the Servicer. However, upon change in servicer, such servicing costs may fall on the Trust to be discharged from the Trust Property if the new servicer does not undertake to bear the same. Other potential liabilities that may arise to the Trust which will have to be discharge by the Trust from the Trust Property may include fees of third party service providers, expenses in connection with any disputes with the Servicer, audit of the Servicer, costs and expenses for any additional documents to be executed pursuant to any change in law etc.

9.5 RISKS IN RELATION TO RECEIVABLES AND BORROWERS

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The Investor Payouts are dependent on the timely payments of the amounts due under the Loan Agreements and in the event the Borrower defaults to make such payments, the Investor Payouts may get delayed or considerably reduced or become nil. However, the Originator is of the opinion that the Receivables upon realisation are sufficient to meet the repayments of the PTCs.

9.6 LIMITED LIQUIDITY & PRICE RISK

There is no assurance that a deep secondary market will develop for the Certificates. This could limit the ability of the Investor to resell them. Even if a secondary market develops and sales were to take place, these secondary transactions may be at a discount to the initial issue price due to changes in the interest rate structure.

9.7 LIMITED RECOURSE, DELINQUENCY AND CREDIT RISK

The Credit Enhancement stipulated represents a limited loss cover to the Investors. These Certificates represent an undivided beneficial interest in the underlying Assets and do not represent an obligation of either the Issuer or the Seller or the Originator, or the parent of the Seller, Issuer and Originator (other than to the limited extent of the Credit Enhancement provided herein). No financial recourse is available to the Investors against the Trustee. Delinquencies and credit losses may cause depletion of the amount available under the Credit Enhancement and thereby the monthly Investor Payouts to the Investors may get affected if the amount available in the Credit Enhancement facility is not enough to cover the shortfall.

9.8 SERVICER RISK

Five-Star Business Finance Limited shall act as Servicer for the assigned contracts and continue to monitor the pool and make collections of the Receivables. In the unlikely event that Five-Star Business Finance Limited is unable to perform its functions as a Servicer satisfactorily, the appointment of Five-Star Business Finance Limited as the Servicer may be terminated in accordance with the Servicing Agreement. In such an eventuality, the Trustee is required to appoint an alternate servicer or to function as the back-up servicer. The cost of servicing in that case may be recovered from the Receivables, which may cause a shortfall in the monthly Investor Payouts to Investors.

9.9 RISKS DUE TO POSSIBLE PREPAYMENTS

There could be Prepayments under any of the Loan Agreements. The Investors are subject to the risk of changes in the average tenor of the respective Receivables on account of prepayments.

9.10 CLEAN-UP CALL

The Clean Up Call Option may be exercised in accordance with the terms of the Securitisation Documents.

9.11 BANKRUPTCY

(a) Bankruptcy of the Originator / Seller

If Five-Star Business Finance Limited becomes subject to bankruptcy proceedings and the court or tribunal in the bankruptcy proceedings concludes that the sale from Five-Star Business Finance Limited to the Trust was not a valid and absolute sale, then an Investor could experience losses or delays in the payments. All possible care has been taken in structuring the Transaction so as to minimise the risk such that the sale to the Trust will be construed as confirming to the criteria prescribed under the Securitisation Directions. The legal counsel to the Issuer has agreed to opine that the assignment of Receivables to Trust in trust for and for the benefit of the Investors, as envisaged herein, would constitute an absolute and valid sale.

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(b) **Bankruptcy of the Servicer**

In the event the Servicer becomes subject to bankruptcy proceedings, given that the Servicer has been specifically permitted to retain the Receivables collected by the Servicer till the date by which the Servicer is required to deposit such amounts in the Collection and Payout Account in accordance with the Transaction Documents, the creditors of the Servicer may lay claim over the said Receivables on the grounds that the Servicer has been permitted to utilise the Receivables till such date and the obligation of the Servicer to make payment of the Receivables is a normal contractual obligation. However, such claim may be countered by the fact that the Servicing Agreement provides that the Receivables collected by the Servicer are to be held by the Servicer in trust for the Trust, for the benefit of the Beneficiaries, till deposited in the Collection and Payout Account.

There might however be delays in recovering any such Receivables which are retained by the Servicer till the time that any such claim by the Servicer's creditor is not dismissed by a court/tribunal given that the court may issue moratorium/injunction with respect to the said Receivables.

The bankruptcy of the Servicer is a ground for termination of the services of the Servicer and the Trustee (acting on the instructions of the Beneficiaries holding Majority Interest) may terminate the services of the Servicer as per the terms of the Securitisation Documents.

(c) **Bankruptcy of the Trust**

The acquirer of the Receivables is a Special Purpose Vehicle (SPV) set up in the form of the Trust. The Trust does not have any creditors and is not permitted to take any additional liabilities without consent of the Investors, and hence it is unlikely that the Trust would be subjected to voluntary or involuntary bankruptcy proceedings.

(d) **Bankruptcy of the Trustee**

For creation of any trust while there is transfer of ownership of the trust property to the trustee. The trustee's ownership however is qualified by the annexed obligation and is not absolute ownership under law. The Trustee is placed under an obligation to use the ownership rights for the benefit of the Beneficiaries. Thus, the Receivables acquired by the Trust will be bankruptcy remote from the properties of the Trustee. Bankruptcy of the Trustee may however affect the administration of the Trust till the time a new trustee is appointed which may take some time.

The Beneficiaries holding Majority Interest shall be entitled to remove the Trustee in accordance with the Trust Deed by passing a resolution for the same at any time.

9.12 RATING OF THE CERTIFICATE

The rating is not a recommendation to purchase, hold or sell the Receivables in as much as the credit opinion does not comment on the market price of the Certificate or its suitability to a particular Investor. There is no assurance either that the rating will remain at the same level for any given period of time or that the rating will not be lowered or withdrawn entirely by the Rating Agency. In the event of deterioration in the financial health of the Obligor, there is a possibility that the Rating Agency may downgrade the rating given to the PTCs. In such cases, the Investor may have to take loss on re-valuation of their assets or make provision towards sub-standard/ non-performing assets as per their usual norms.

9.13 RISK OF CO-MINGLING

The Servicer will deposit all payments received from the Obligors into the Collection and Payout Account. However so long as Five-Star Business Finance Limited is the Servicer of the Loan Agreements, there could be a time gap between collection by the Servicer and depositing the same into the Collection and Payout Account

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especially considering that some of the collections may be in the form of cash. Moreover, the pool consists of a large number of retail contracts which are generated all over the country and in this interim period, collections from the Loan Agreements may not be segregated from other funds of Five-Star Business Finance Limited. If Five-Star Business Finance Limited in its capacity as Servicer fails to remit such funds into the Collection and Payout Account, the Investors may be exposed to a potential loss. However, under the Transaction Documents, as the Servicer would be providing an express undertaking that all collections received/realised by it would be held by Five-Star Business Finance Limited in trust for and on behalf of the Trust and for the benefit of the Beneficiaries.

9.14 LEGAL AND TAX ISSUES

For Legal and Tax Issues please refer to Chapter 8 of the Information Memorandum.

9.15 RISK RELATING TO SECURITY CREATIONS

In case the Obligors are Companies within the meaning of the Companies Act, 2013, then in such an event, the Seller or relevant Obligor does not do any separate recording of the hypothecation with the concerned Registrar of Companies. Further, when the Seller has assigned the Assigned Assets to the Trust, the transfer of the security interest in such Underlying Assets of the Obligors who are companies, would amount to a 'modification of charge' for the purposes of the Companies Act, 2013 and therefore if such modification is not recorded, the charge of the Trust in relation to such Underlying Assets would not be perfected against creditors and liquidators of the Obligors which are companies.

9.16 ACCOUNTING CONSIDERATIONS

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

9.17 MATERIAL CHANGES IN REGULATIONS TO WHICH THE BORROWER IS SUBJECT COULD IMPAIR THE BORROWER'S ABILITY TO MEET PAYMENTS OR OTHER OBLIGATIONS.

The Borrower 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 Borrower or its future financial performance, by requiring a restructuring of its activities, increasing costs or otherwise.

9.18 INDUSTRY RISK: GENERAL ECONOMIC CONDITIONS

The Borrower operates within India and, accordingly, 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 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 Borrower 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.

9.19 CURRENCY, INTEREST AND OTHER RISKS

The functional currency of the Borrower and/or the Servicer is the Indian rupee. The Borrower and/or the Servicer may be incurring expenses and sell its products and services in various countries outside India. Moreover, it may have outstanding foreign currency-denominated debt and credit facilities in a few jurisdictions. Hence, they may be sensitive to fluctuations in foreign currency exchange rates. Adverse changes

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in exchange rates may have a material adverse effect on its revenue, other income and cost of services sold, gross margin and net income, and hence may have an impact on the Borrower's and/or the Servicer's business, operating results and financial condition. Therefore, the Borrower and/or the Servicer expects to continue to experience foreign exchange losses and gains on transactions denominated in foreign currencies in respect of its foreign currency assets and liabilities due to currency fluctuations in the future as well. Derivative financial instruments aimed at reducing the risk of losses from foreign exchange fluctuations may not be able to offset in full the foreign exchange losses, if at all. In addition, the Borrower's and/or the Servicer's hedging activities may also result in losses due to volatility in foreign currency markets and the timing of hedging activity. These fluctuations may have an impact on the Borrower's and/or the Servicer's business, operating results and financial condition. All fixed income securities, are subject to price risk. The price of such securities will vary inversely with changes in prevailing interest rates, i.e. when interest rates rise, prices of fixed income securities fall and when interest rates drop, the prices increase. The extent of fall or rise in the prices is a function of the existing coupon, days to maturity and the increase or decrease in the level of prevailing interest rates. Increased rates of interest, which frequently accompany inflation and/or a growing economy, are likely to have a negative effect on the price of the PTCs.

9.20 DILUTION RISK

The PTCs are backed by Receivables which are to be repaid in relation to the Loans taken by the Borrowers. Most dilution risks are caused by future claims that are yet to emerge at the moment of purchase. This means that various factors can decrease the original volume of the claim, including rebates, bonuses or objections raised by the customers of the Originator. In the event of any insolvency of the Borrower or on the wilful default by the Borrower, the credit strength of the pool would get diluted and therefore there is a dilution risk attached to the PTCs.

9.21 LEGALITY OF PURCHASE

Prospective Investors will be responsible for the lawfulness of the acquisition of the PTCs, whether under the laws of the jurisdiction of its incorporation or the jurisdiction in which it operates or for compliance by that prospective contributor with any law, regulation or regulatory policy applicable to it.

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CHAPTER 10: MISCELLANEOUS

10.1 JURISDICTION

The Certificates and the Securitisation Documents are governed by and will be construed in accordance with existing Indian laws and will be subject to the exclusive jurisdiction of the courts and tribunals at Mumbai, India.

10.2 TERMINATION OF THE OBLIGATION OF THE PARTIES

The respective obligations and responsibilities of the Seller, the Issuer, the Servicer and the Trustee created by the Securitisation Documents shall terminate upon payment of all the monthly Investor Payouts payable to the Investors. Upon payment of the final Investor Payout, the Certificates shall stand cancelled. If the Investor has not collected any monthly Investor Payout for more than 3 (three) years after the same shall have become due and payable, the Servicer shall open an account in the name and style of "***Unpaid Investor Payout Account***" with the Collection Bank and the Collection Bank may, after making such investigation and after calling for such information as it may consider appropriate, make payment of that monthly Investor Payout to the person entitled thereto, with or without indemnity, as may then be considered appropriate by the Collection Bank.

10.3 AMENDMENTS TO THE SECURITISATION DOCUMENTS

The Securitisation Documents may be amended by the relevant parties in accordance with the terms thereof.

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CHAPTER 11: DECLARATION

A. By the Trustee

We Catalyst Trusteeship Limited being the trustees of the issuer namely: Dhruva XXI 2023 accept responsibility for the information contained in this offer document. To the best of our knowledge and belief and we have taken all reasonable care to ensure that the information contained in this document is in accordance with facts which are true, fair and adequate and does not omit anything likely to affect the import of such information.

In our opinion, the issuer does not have any debts, liabilities or other claims which may increase the likelihood of the issuer being subjected to dissolution, voluntary or compulsory winding up or insolvency proceedings.

In our opinion, the expected cash flow from the asset pool is sufficient to meet the obligations on the securitised debt instruments.

For Catalyst Trusteeship Limited

Trustee for Dhruva XXI 2023

Authorised Signatory

Date: September 28, 2023

Place: Mumbai, India

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B. By the Originator

I, SRIKANTH G, being the CHIEF FINANCIAL OFFICER of the originator namely: Five-Star Business Finance Limited accept responsibility for the information contained in this offer document. To the best of our knowledge and belief and we have taken all reasonable care to ensure that the information contained in this document is in accordance with facts which are true, fair and adequate and does not omit anything likely to affect the import of such information.

In our opinion, the originator is a going concern.

In our opinion, the expected cash flow from the asset pool is sufficient to meet the obligations on the securitised debt instruments.

For and on behalf
Five-Star Business Finance Limited

Chief Financial Officer

Name: Mr. Srikanth Gopalakrishnan

(as authorised pursuant to the resolution of the board of directors/committee of board of directors dated 26th September 2023)

Date: September 28, 2023

Place: Mumbai, India

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ANNEXURE 1: TERMS OF THE SERIES A1(a) PTCs AND SERIES A1(b) PTCs

Issue Opening Date	September 28, 2023
Issue Closing Date	September 28, 2023
Deemed Date of Allotment	September 28, 2023
First Payout Date	October 19, 2023
Last Payout Date (Expected) in relation to Series A1(a) PTCs	August 19, 2028
Expected Maturity in relation to Series A1(a) PTCs	August 19, 2028
Last Payout Date (Expected) in relation to Series A1(b) PTCs	May 19, 2029
Expected Maturity in relation to Series A1(b) PTCs	May 19, 2029
Final Maturity in relation to Series A1(a) PTCs and Series A1(b) PTCs	September 19, 2029
No. of Series A1(a) PTCs	171
Price Per Series A1(a) PTC	INR 50,00,000
No. of Series A1(b) PTCs	218
Price Per Series A1(b) PTC	INR 10,00,000
Series A1(a) Interest Rate/Yield	Please refer the definition of "*Series A1(a) Interest Rate*" in Chapter 1 above.
Series A1(b) Interest Rate/Yield	Please refer the definition of "*Series A1(b) Interest Rate*" in Chapter 1 above.
Cut-off Date	August 31, 2023
Transfer Date/Commencement Date	September 01, 2023
Expected Yield in relation to Series A1(a) PTCs	Please refer the definition of "*Series A1(a) Interest Rate*" in Chapter 1 above.
Expected Yield in relation to Series A1(b) PTCs	Please refer the definition of "*Series A1(b) Interest Rate*" in Chapter 1 above.
Redemption Value per Series A1(a) PTC	INR 50,00,000
Redemption Value per Series A1(b) PTC	INR 10,00,000

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ANNEXURE 2: INVESTOR PAYOUTS

PART A
EXPECTED PAYMENT SCHEDULE

Expected Pool Cash Flows **

COLLECTIONS START DATE	COLLECTIONS END DATE	PAYIN DATE	PAYOUT DATE	PRINCIPAL (in INR)	INTEREST (in INR)	CASHFLOWS (in INR)
01-09-2023	30-09-2023	18-10-2023	19-10-2023	77,33,351	2,36,29,377	3,13,62,728
01-10-2023	31-10-2023	18-11-2023	19-11-2023	78,91,607	2,34,71,121	3,13,62,728
01-11-2023	30-11-2023	18-12-2023	19-12-2023	80,53,099	2,33,09,629	3,13,62,728
01-12-2023	31-12-2023	18-01-2024	19-01-2024	82,17,899	2,31,44,829	3,13,62,728
01-01-2024	31-01-2024	18-02-2024	19-02-2024	83,86,067	2,29,76,661	3,13,62,728
01-02-2024	29-02-2024	18-03-2024	19-03-2024	93,17,845	2,20,44,883	3,13,62,728
01-03-2024	31-03-2024	18-04-2024	19-04-2024	79,94,546	2,33,68,182	3,13,62,728
01-04-2024	30-04-2024	18-05-2024	19-05-2024	89,11,957	2,24,50,771	3,13,62,728
01-05-2024	31-05-2024	18-06-2024	19-06-2024	90,94,332	2,22,68,396	3,13,62,728
01-06-2024	30-06-2024	18-07-2024	19-07-2024	92,80,435	2,20,82,293	3,13,62,728
01-07-2024	31-07-2024	18-08-2024	19-08-2024	94,70,350	2,18,92,378	3,13,62,728
01-08-2024	31-08-2024	18-09-2024	19-09-2024	96,64,149	2,16,98,579	3,13,62,728
01-09-2024	30-09-2024	18-10-2024	19-10-2024	98,61,922	2,15,00,806	3,13,62,728
01-10-2024	31-10-2024	18-11-2024	19-11-2024	1,00,63,730	2,12,98,998	3,13,62,728
01-11-2024	30-11-2024	18-12-2024	19-12-2024	1,02,69,678	2,10,93,050	3,13,62,728
01-12-2024	31-12-2024	18-01-2025	19-01-2025	1,04,79,836	2,08,82,892	3,13,62,728
01-01-2025	31-01-2025	18-02-2025	19-02-2025	1,06,94,293	2,06,68,435	3,13,62,728
01-02-2025	28-02-2025	18-03-2025	19-03-2025	1,22,76,447	1,90,86,281	3,13,62,728
01-03-2025	31-03-2025	18-04-2025	19-04-2025	98,17,810	2,15,44,918	3,13,62,728
01-04-2025	30-04-2025	18-05-2025	19-05-2025	1,13,65,283	1,99,97,445	3,13,62,728
01-05-2025	31-05-2025	18-06-2025	19-06-2025	1,15,97,864	1,97,64,864	3,13,62,728
01-06-2025	30-06-2025	18-07-2025	19-07-2025	1,18,35,204	1,95,27,524	3,13,62,728
01-07-2025	31-07-2025	18-08-2025	19-08-2025	1,20,77,396	1,92,85,332	3,13,62,728
01-08-2025	31-08-2025	18-09-2025	19-09-2025	1,23,24,551	1,90,38,177	3,13,62,728
01-09-2025	30-09-2025	18-10-2025	19-10-2025	1,25,76,761	1,87,85,967	3,13,62,728
01-10-2025	31-10-2025	18-11-2025	19-11-2025	1,28,34,132	1,85,28,596	3,13,62,728
01-11-2025	30-11-2025	18-12-2025	19-12-2025	1,30,96,774	1,82,65,954	3,13,62,728
01-12-2025	31-12-2025	18-01-2026	19-01-2026	1,33,64,790	1,79,97,938	3,13,62,728
01-01-2026	31-01-2026	18-02-2026	19-02-2026	1,36,38,291	1,77,24,437	3,13,62,728
01-02-2026	28-02-2026	18-03-2026	19-03-2026	1,50,80,402	1,62,82,326	3,13,62,728
01-03-2026	31-03-2026	18-04-2026	19-04-2026	1,30,83,550	1,82,79,178	3,13,62,728
01-04-2026	30-04-2026	18-05-2026	19-05-2026	1,44,93,736	1,68,68,992	3,13,62,728
01-05-2026	31-05-2026	18-06-2026	19-06-2026	1,47,90,339	1,65,72,389	3,13,62,728
01-06-2026	30-06-2026	18-07-2026	19-07-2026	1,50,93,009	1,62,69,719	3,13,62,728
01-07-2026	31-07-2026	18-08-2026	19-08-2026	1,54,01,878	1,59,60,850	3,13,62,728
01-08-2026	31-08-2026	18-09-2026	19-09-2026	1,57,17,067	1,56,45,661	3,13,62,728
01-09-2026	30-09-2026	18-10-2026	19-10-2026	1,60,38,703	1,53,24,025	3,13,62,728
01-10-2026	31-10-2026	18-11-2026	19-11-2026	1,63,66,923	1,49,95,805	3,13,62,728
01-11-2026	30-11-2026	18-12-2026	19-12-2026	1,67,01,861	1,46,60,867	3,13,62,728
01-12-2026	31-12-2026	18-01-2027	19-01-2027	1,70,43,652	1,43,19,076	3,13,62,728
01-01-2027	31-01-2027	18-02-2027	19-02-2027	1,73,92,439	1,39,70,289	3,13,62,728
01-02-2027	28-02-2027	18-03-2027	19-03-2027	1,86,55,986	1,27,06,742	3,13,62,728

FIVE-STAR BUSINESS FINANCE LIMITED CHENNAI 600 010

CATALYST TRUSTEESHIP LIMITED

COLLECTIONS START DATE	COLLECTIONS END DATE	PAYIN DATE	PAYOUT DATE	PRINCIPAL (in INR)	INTEREST (in INR)	CASHFLOWS (in INR)
01-03-2027	31-03-2027	18-04-2027	19-04-2027	1,72,47,975	1,41,14,753	3,13,62,728
01-04-2027	30-04-2027	18-05-2027	19-05-2027	1,84,83,110	1,28,79,618	3,13,62,728
01-05-2027	31-05-2027	18-06-2027	19-06-2027	1,88,61,361	1,25,01,367	3,13,62,728
01-06-2027	30-06-2027	18-07-2027	19-07-2027	1,92,47,347	1,21,15,381	3,13,62,728
01-07-2027	31-07-2027	18-08-2027	19-08-2027	1,96,41,229	1,17,21,499	3,13,62,728
01-08-2027	31-08-2027	18-09-2027	19-09-2027	2,00,43,175	1,13,19,553	3,13,62,728
01-09-2027	30-09-2027	18-10-2027	19-10-2027	2,04,52,420	1,09,09,382	3,13,61,803
01-10-2027	31-10-2027	18-11-2027	19-11-2027	2,08,44,680	1,04,90,836	3,13,35,515
01-11-2027	30-11-2027	18-12-2027	19-12-2027	2,12,63,806	1,00,64,260	3,13,28,066
01-12-2027	31-12-2027	18-01-2028	19-01-2028	2,15,94,074	96,29,110	3,12,23,184
01-01-2028	31-01-2028	18-02-2028	19-02-2028	2,16,73,678	91,87,204	3,08,60,882
01-02-2028	29-02-2028	18-03-2028	19-03-2028	2,20,38,348	84,52,209	3,04,90,557
01-03-2028	31-03-2028	18-04-2028	19-04-2028	2,16,06,973	85,69,078	3,01,76,051
01-04-2028	30-04-2028	18-05-2028	19-05-2028	2,20,51,566	78,50,477	2,99,02,042
01-05-2028	31-05-2028	18-06-2028	19-06-2028	2,23,10,254	73,99,207	2,97,09,461
01-06-2028	30-06-2028	18-07-2028	19-07-2028	2,27,31,091	69,42,647	2,96,73,738
01-07-2028	31-07-2028	18-08-2028	19-08-2028	2,31,43,786	64,77,471	2,96,21,257
01-08-2028	31-08-2028	18-09-2028	19-09-2028	2,34,74,591	60,03,852	2,94,78,443
01-09-2028	30-09-2028	18-10-2028	19-10-2028	2,36,91,409	55,23,458	2,92,14,866
01-10-2028	31-10-2028	18-11-2028	19-11-2028	2,40,43,683	50,38,630	2,90,82,312
01-11-2028	30-11-2028	18-12-2028	19-12-2028	2,42,60,767	45,46,587	2,88,07,354
01-12-2028	31-12-2028	18-01-2029	19-01-2029	2,43,99,527	40,50,102	2,84,49,629
01-01-2029	31-01-2029	18-02-2029	19-02-2029	2,39,53,277	35,50,777	2,75,04,054
01-02-2029	28-02-2029	18-03-2029	19-03-2029	2,33,87,008	28,56,544	2,62,43,553
01-03-2029	31-03-2029	18-04-2029	19-04-2029	2,30,43,660	27,54,099	2,57,97,759
01-04-2029	30-04-2029	18-05-2029	19-05-2029	2,29,84,060	21,10,373	2,50,94,433
01-05-2029	31-05-2029	18-06-2029	19-06-2029	2,28,12,787	16,39,995	2,44,52,782
01-06-2029	30-06-2029	18-07-2029	19-07-2029	2,28,03,739	11,73,108	2,39,76,847
01-07-2029	31-07-2029	18-08-2029	19-08-2029	2,25,33,749	7,06,411	2,32,40,161
01-08-2029	31-08-2029	18-09-2029	19-09-2029	1,19,82,386	2,45,238	1,22,27,624

*** The above schedule sets out the expected payments assuming (a) the Effective Date as September 28, 2023, and/or (b) that there are no Prepayments and/or Defaults. In the event of any change in the Effective Date or any Prepayments and/or Defaults, the schedule of payments to the Investor(s) will be updated by the Trustee pursuant to of the Trust Deed.*

CATALYST TRUSTEESHIP LIMITED

FIVE-STAR BUSINESS FINANCE LIMITED CHENNAI 600 010

PART B

Expected PTCs Cash Flows **

Series A1(a) Investor Payout Schedule

COLLECTIONS START DATE	COLLECTIONS END DATE	PAYIN DATE	PAYOUT DATE	SERIES A1(a) PRINCIPAL (in INR)	SERIES A1(a) INTEREST (in INR)	SERIES A1(a) INVESTOR PAYOUTS (in INR)
01-09-2023	30-09-2023	18-10-2023	19-10-2023	77,33,351	44,76,452	1,22,09,803
01-10-2023	31-10-2023	18-11-2023	19-11-2023	78,91,607	65,48,327	1,44,39,934
01-11-2023	30-11-2023	18-12-2023	19-12-2023	80,53,099	62,78,065	1,43,31,164
01-12-2023	31-12-2023	18-01-2024	19-01-2024	82,17,899	64,25,094	1,46,42,992
01-01-2024	31-01-2024	18-02-2024	19-02-2024	83,86,067	63,61,579	1,47,47,647
01-02-2024	29-02-2024	18-03-2024	19-03-2024	93,17,845	58,90,523	1,52,08,367
01-03-2024	31-03-2024	18-04-2024	19-04-2024	79,94,546	62,24,750	1,42,19,296
01-04-2024	30-04-2024	18-05-2024	19-05-2024	89,11,957	59,64,157	1,48,76,114
01-05-2024	31-05-2024	18-06-2024	19-06-2024	90,94,332	60,94,084	1,51,88,415
01-06-2024	30-06-2024	18-07-2024	19-07-2024	92,80,435	58,29,480	1,51,09,915
01-07-2024	31-07-2024	18-08-2024	19-08-2024	94,70,350	59,52,069	1,54,22,419
01-08-2024	31-08-2024	18-09-2024	19-09-2024	96,64,149	58,78,875	1,55,43,024
01-09-2024	30-09-2024	18-10-2024	19-10-2024	98,61,922	56,16,952	1,54,78,873
01-10-2024	31-10-2024	18-11-2024	19-11-2024	1,00,63,730	57,27,963	1,57,91,693
01-11-2024	30-11-2024	18-12-2024	19-12-2024	1,02,69,678	54,67,919	1,57,37,597
01-12-2024	31-12-2024	18-01-2025	19-01-2025	1,04,79,836	55,70,811	1,60,50,647
01-01-2025	31-01-2025	18-02-2025	19-02-2025	1,06,94,293	54,89,814	1,61,84,107
01-02-2025	28-02-2025	18-03-2025	19-03-2025	1,22,76,447	48,83,887	1,71,60,334
01-03-2025	31-03-2025	18-04-2025	19-04-2025	98,17,810	53,12,279	1,51,30,089
01-04-2025	30-04-2025	18-05-2025	19-05-2025	1,13,65,283	50,67,483	1,64,32,767
01-05-2025	31-05-2025	18-06-2025	19-06-2025	1,15,97,864	51,48,560	1,67,46,423
01-06-2025	30-06-2025	18-07-2025	19-07-2025	1,18,35,204	48,95,731	1,67,30,936
01-07-2025	31-07-2025	18-08-2025	19-08-2025	1,20,77,396	49,67,451	1,70,44,847
01-08-2025	31-08-2025	18-09-2025	19-09-2025	1,23,24,551	48,74,108	1,71,98,658
01-09-2025	30-09-2025	18-10-2025	19-10-2025	1,25,76,761	46,24,697	1,72,01,459
01-10-2025	31-10-2025	18-11-2025	19-11-2025	1,28,34,132	46,81,651	1,75,15,783
01-11-2025	30-11-2025	18-12-2025	19-12-2025	1,30,96,774	44,34,638	1,75,31,412
01-12-2025	31-12-2025	18-01-2026	19-01-2026	1,33,64,790	44,81,237	1,78,46,027
01-01-2026	31-01-2026	18-02-2026	19-02-2026	1,36,38,291	43,77,944	1,80,16,235
01-02-2026	28-02-2026	18-03-2026	19-03-2026	1,50,80,402	38,59,065	1,89,39,467
01-03-2026	31-03-2026	18-04-2026	19-04-2026	1,30,83,550	41,55,984	1,72,39,534
01-04-2026	30-04-2026	18-05-2026	19-05-2026	1,44,93,736	39,24,062	1,84,17,798
01-05-2026	31-05-2026	18-06-2026	19-06-2026	1,47,90,339	39,42,845	1,87,33,185
01-06-2026	30-06-2026	18-07-2026	19-07-2026	1,50,93,009	37,05,033	1,87,98,042
01-07-2026	31-07-2026	18-08-2026	19-08-2026	1,54,01,878	37,11,884	1,91,13,762
01-08-2026	31-08-2026	18-09-2026	19-09-2026	1,57,17,067	35,92,846	1,93,09,913
01-09-2026	30-09-2026	18-10-2026	19-10-2026	1,60,38,703	33,59,393	1,93,98,096
01-10-2026	31-10-2026	18-11-2026	19-11-2026	1,63,66,923	33,47,413	1,97,14,337
01-11-2026	30-11-2026	18-12-2026	19-12-2026	1,67,01,861	31,17,017	1,98,18,878
01-12-2026	31-12-2026	18-01-2027	19-01-2027	1,70,43,652	30,91,832	2,01,35,485
01-01-2027	31-01-2027	18-02-2027	19-02-2027	1,73,92,439	29,60,106	2,03,52,545

FIVE STAR BUSINESS FINANCE LIMITED CHENNAI 600 010

CATALYST TRUSTEESHIP LIMITED

COLLECTIONS START DATE	COLLECTIONS END DATE	PAYIN DATE	PAYOUT DATE	SERIES A1(a) PRINCIPAL (in INR)	SERIES A1(a) INTEREST (in INR)	SERIES A1(a) INVESTOR PAYOUTS (in INR)
01-02-2027	28-02-2027	18-03-2027	19-03-2027	1,86,55,986	25,52,231	2,12,08,217
01-03-2027	31-03-2027	18-04-2027	19-04-2027	1,72,47,975	26,81,496	1,99,29,471
01-04-2027	30-04-2027	18-05-2027	19-05-2027	1,84,83,110	24,65,991	2,09,49,101
01-05-2027	31-05-2027	18-06-2027	19-06-2027	1,88,61,361	24,05,339	2,12,66,700
01-06-2027	30-06-2027	18-07-2027	19-07-2027	1,92,47,347	21,86,675	2,14,34,021
01-07-2027	31-07-2027	18-08-2027	19-08-2027	1,96,41,229	21,10,806	2,17,52,035
01-08-2027	31-08-2027	18-09-2027	19-09-2027	2,00,43,175	19,59,003	2,20,02,178
01-09-2027	30-09-2027	18-10-2027	19-10-2027	2,04,52,420	17,45,898	2,21,98,318
01-10-2027	31-10-2027	18-11-2027	19-11-2027	2,08,44,680	16,46,022	2,24,90,702
01-11-2027	30-11-2027	18-12-2027	19-12-2027	2,12,63,806	14,37,018	2,27,00,824
01-12-2027	31-12-2027	18-01-2028	19-01-2028	2,15,94,074	13,20,575	2,29,14,650
01-01-2028	31-01-2028	18-02-2028	19-02-2028	2,16,73,678	11,53,680	2,28,27,358
01-02-2028	29-02-2028	18-03-2028	19-03-2028	2,20,38,348	9,22,545	2,29,60,893
01-03-2028	31-03-2028	18-04-2028	19-04-2028	2,16,06,973	8,15,840	2,24,22,813
01-04-2028	30-04-2028	18-05-2028	19-05-2028	2,20,51,566	6,27,914	2,26,79,480
01-05-2028	31-05-2028	18-06-2028	19-06-2028	2,23,10,254	4,78,413	2,27,88,668
01-06-2028	30-06-2028	18-07-2028	19-07-2028	2,27,31,091	2,96,112	2,30,27,203
01-07-2028	31-07-2028	18-08-2028	19-08-2028	1,68,58,970	1,30,299	1,69,89,269

Series A1(b) Investor Payout Schedule

COLLECTIONS START DATE	COLLECTIONS END DATE	PAYIN DATE	PAYOUT DATE	SERIES A1(b) PRINCIPAL (in INR)	SERIES A1(b) INTEREST (in INR)	SERIES A1(b) INVESTOR PAYOUTS (in INR)
01-09-2023	30-09-2023	18-10-2023	19-10-2023	-	12,06,585	12,06,585
01-10-2023	31-10-2023	18-11-2023	19-11-2023	-	17,81,150	17,81,150
01-11-2023	30-11-2023	18-12-2023	19-12-2023	-	17,23,693	17,23,693
01-12-2023	31-12-2023	18-01-2024	19-01-2024	-	17,81,150	17,81,150
01-01-2024	31-01-2024	18-02-2024	19-02-2024	-	17,81,150	17,81,150
01-02-2024	29-02-2024	18-03-2024	19-03-2024	-	16,66,237	16,66,237
01-03-2024	31-03-2024	18-04-2024	19-04-2024	-	17,81,150	17,81,150
01-04-2024	30-04-2024	18-05-2024	19-05-2024	-	17,23,693	17,23,693
01-05-2024	31-05-2024	18-06-2024	19-06-2024	-	17,81,150	17,81,150
01-06-2024	30-06-2024	18-07-2024	19-07-2024	-	17,23,693	17,23,693
01-07-2024	31-07-2024	18-08-2024	19-08-2024	-	17,81,150	17,81,150
01-08-2024	31-08-2024	18-09-2024	19-09-2024	-	17,81,150	17,81,150
01-09-2024	30-09-2024	18-10-2024	19-10-2024	-	17,23,693	17,23,693
01-10-2024	31-10-2024	18-11-2024	19-11-2024	-	17,81,150	17,81,150
01-11-2024	30-11-2024	18-12-2024	19-12-2024	-	17,23,693	17,23,693
01-12-2024	31-12-2024	18-01-2025	19-01-2025	-	17,81,150	17,81,150
01-01-2025	31-01-2025	18-02-2025	19-02-2025	-	17,81,150	17,81,150
01-02-2025	28-02-2025	18-03-2025	19-03-2025	-	16,08,780	16,08,780
01-03-2025	31-03-2025	18-04-2025	19-04-2025	-	17,81,150	17,81,150
01-04-2025	30-04-2025	18-05-2025	19-05-2025	-	17,23,693	17,23,693
01-05-2025	31-05-2025	18-06-2025	19-06-2025	-	17,81,150	17,81,150
01-06-2025	30-06-2025	18-07-2025	19-07-2025	-	17,23,693	17,23,693

CATALYST TRUSTEESHIP LIMITED

FIVE-STAR BUSINESS FINANCE LIMITED CHENNAI 600 010

COLLECTIONS START DATE	COLLECTIONS END DATE	PAYIN DATE	PAYOUT DATE	SERIES A1(b) PRINCIPAL (in INR)	SERIES A1(b) INTEREST (in INR)	SERIES A1(b) INVESTOR PAYOUTS (in INR)
01-07-2025	31-07-2025	18-08-2025	19-08-2025	-	17,81,150	17,81,150
01-08-2025	31-08-2025	18-09-2025	19-09-2025	-	17,81,150	17,81,150
01-09-2025	30-09-2025	18-10-2025	19-10-2025	-	17,23,693	17,23,693
01-10-2025	31-10-2025	18-11-2025	19-11-2025	-	17,81,150	17,81,150
01-11-2025	30-11-2025	18-12-2025	19-12-2025	-	17,23,693	17,23,693
01-12-2025	31-12-2025	18-01-2026	19-01-2026	-	17,81,150	17,81,150
01-01-2026	31-01-2026	18-02-2026	19-02-2026	-	17,81,150	17,81,150
01-02-2026	28-02-2026	18-03-2026	19-03-2026	-	16,08,780	16,08,780
01-03-2026	31-03-2026	18-04-2026	19-04-2026	-	17,81,150	17,81,150
01-04-2026	30-04-2026	18-05-2026	19-05-2026	-	17,23,693	17,23,693
01-05-2026	31-05-2026	18-06-2026	19-06-2026	-	17,81,150	17,81,150
01-06-2026	30-06-2026	18-07-2026	19-07-2026	-	17,23,693	17,23,693
01-07-2026	31-07-2026	18-08-2026	19-08-2026	-	17,81,150	17,81,150
01-08-2026	31-08-2026	18-09-2026	19-09-2026	-	17,81,150	17,81,150
01-09-2026	30-09-2026	18-10-2026	19-10-2026	-	17,23,693	17,23,693
01-10-2026	31-10-2026	18-11-2026	19-11-2026	-	17,81,150	17,81,150
01-11-2026	30-11-2026	18-12-2026	19-12-2026	-	17,23,693	17,23,693
01-12-2026	31-12-2026	18-01-2027	19-01-2027	-	17,81,150	17,81,150
01-01-2027	31-01-2027	18-02-2027	19-02-2027	-	17,81,150	17,81,150
01-02-2027	28-02-2027	18-03-2027	19-03-2027	-	16,08,780	16,08,780
01-03-2027	31-03-2027	18-04-2027	19-04-2027	-	17,81,150	17,81,150
01-04-2027	30-04-2027	18-05-2027	19-05-2027	-	17,23,693	17,23,693
01-05-2027	31-05-2027	18-06-2027	19-06-2027	-	17,81,150	17,81,150
01-06-2027	30-06-2027	18-07-2027	19-07-2027	-	17,23,693	17,23,693
01-07-2027	31-07-2027	18-08-2027	19-08-2027	-	17,81,150	17,81,150
01-08-2027	31-08-2027	18-09-2027	19-09-2027	-	17,81,150	17,81,150
01-09-2027	30-09-2027	18-10-2027	19-10-2027	-	17,23,693	17,23,693
01-10-2027	31-10-2027	18-11-2027	19-11-2027	-	17,81,150	17,81,150
01-11-2027	30-11-2027	18-12-2027	19-12-2027	-	17,23,693	17,23,693
01-12-2027	31-12-2027	18-01-2028	19-01-2028	-	17,81,150	17,81,150
01-01-2028	31-01-2028	18-02-2028	19-02-2028	-	17,81,150	17,81,150
01-02-2028	29-02-2028	18-03-2028	19-03-2028	-	16,66,237	16,66,237
01-03-2028	31-03-2028	18-04-2028	19-04-2028	-	17,81,150	17,81,150
01-04-2028	30-04-2028	18-05-2028	19-05-2028	-	17,23,693	17,23,693
01-05-2028	31-05-2028	18-06-2028	19-06-2028	-	17,81,150	17,81,150
01-06-2028	30-06-2028	18-07-2028	19-07-2028	-	17,23,693	17,23,693
01-07-2028	31-07-2028	18-08-2028	19-08-2028	62,84,815	17,81,150	80,65,965
01-08-2028	31-08-2028	18-09-2028	19-09-2028	2,34,74,591	17,29,800	2,52,04,391
01-09-2028	30-09-2028	18-10-2028	19-10-2028	2,36,91,409	14,88,390	2,51,79,799
01-10-2028	31-10-2028	18-11-2028	19-11-2028	2,40,43,683	13,44,434	2,53,88,117
01-11-2028	30-11-2028	18-12-2028	19-12-2028	2,42,60,767	11,10,956	2,53,71,723
01-12-2028	31-12-2028	18-01-2029	19-01-2029	2,43,99,527	9,49,767	2,53,49,294
01-01-2029	31-01-2029	18-02-2029	19-02-2029	2,39,53,277	7,50,413	2,47,03,690
01-02-2029	28-02-2029	18-03-2029	19-03-2029	2,33,87,008	5,01,024	2,38,88,032
01-03-2029	31-03-2029	18-04-2029	19-04-2029	2,30,43,660	3,63,624	2,34,07,283
01-04-2029	30-04-2029	18-05-2029	19-05-2029	2,14,61,264	1,69,691	2,16,30,955

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*** The above schedule sets out the expected payments assuming (a) the Effective Date as September 28, 2023, and/or (b) that there are no Prepayments and/or Defaults. In the event of any change in the Effective Date or any Prepayments and/or Defaults, the schedule of payments to the Investor(s) will be updated by the Trustee pursuant to the Trust Deed.*

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ANNEXURE 3: APPLICATION FORM

Serial No._____
Date: _____/ _____/ ___

To,
[insert address of the Trustee]

Kind Attn: _____

Ref: Application for / _____/ number of PTCs

Dear Sirs,

In connection with our application for the [-] PTCs, we confirm that (a) we have received and reviewed a copy of the enclosed Information Memorandum ("**Information Memorandum**") relating to the said Certificates and reviewed the documents referred to therein (b) we have had the opportunity to ask question of and receive answers from Catalyst Trusteeship Limited, the trustee (the "**Trustee**") of Dhruva XXI 2023 (the "**Trust**") concerning the [-] Certificates and all matters relating thereto and such additional information as deemed necessary by us to take the decision to apply for the [-] Certificates, and (c) we have not relied upon Trust or the Trustee or upon any information or materials prepared or furnished by Trustee or the Trust or its agents or counsel in determining whether our investment in the [-] Certificates is permissible under applicable law.

On the basis of the Information Memorandum, I/we hereby apply to you for such number of [-] PTCs as identified in this Application. I/We hereby agree to accept the Certificates applied for or such smaller number as may be allotted to me/us, subject to the terms of the said Information Memorandum and this Application Form. I/we undertake that I/we will sign all such other documents and do all such other acts, if any, necessary on my/our part to enable me/us to be registered as the holder(s) of the Certificates which may be allotted to me/us. I/we authorise you to place my/our name(s) on the register of Investors of The Trust that may be so allotted and to register my/our address(es) as given below. I/we note that the Trust is entitled in their absolute discretion to accept or reject this Application in whole or in part without assigning any reason whatsoever.

I/We confirm that we have understood and we accept:

(a) that our investments do not represent deposits or other liabilities of the Originator, the Trustee or the Issuer, and that the same are not insured;

(b) that the Originator, the Trustee, the Issuer do not guarantee the capital value of the securities and/or performance of the securities to be issued, or the collectability of Receivables pool; and

(c) that our investments can be subject to investment risk, including interest rate risk, credit risk, possible delays in repayment and loss of income and principal invested.

THE INVESTORS HAVE IRREVOCABLY AGREED THAT EACH OF THEM WOULD GET THEIR INCOME FROM PAYOUT UNDER THE CERTIFICATE ASSESSED BY INCOME TAX AUTHORITIES AND SUBMIT EVIDENCE THEREOF WHENEVER SO REQUIRED BY THE TRUST.

Yours faithfully,
For

(Name and Signature of authorised signatory)

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	PTCs		
PTCs	**No. of PTCs**	**Investment Amount per PTC (Rs.)**	**Total Amount (Rs.)**
Series A1(a) PTCs			
Series A1(b) PTCs			

(Application must be made for a minimum of One Certificate only and in multiples of one thereof.)

We are applying as (Tick (√) whichever is applicable)

1	Body Corporate	2	Commercial Bank	3	Financial Institution
4	Insurance Company	5	Mutual fund	6	Others

Applicants Details

SOLE/FIRST APPLICANT'S NAME IN FULL	AUTHORISED SIGNATURE
SECOND APPLICANT'S NAME	AUTHORISED SIGNATURE
THIRD APPLICANT'S NAME	AUTHORISED SIGNATURE
ADDRESS (Do not repeat name) (Post Box No alone is not sufficient)	
PINCODE	PHONE / FAX
E-mail:	

Details Of Bank Account

Bank	
Branch	
Account No	
Nature of Account	
IFSC Code	

Dematerialisation Details

Depository Name	
Depository Participant Name	
DP ID No	
Client ID No	
Beneficiary Account Name	

Tax Deduction Status: (Please Specify)

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Tax Payer's PAN or GIR IT Circle / Ward/ District

Fully Exempt (Please furnish exemption certificate):
Rate of Tax to be deducted at source:

TO BE FILLED IN ONLY IF THE APPLICANT IS AN INSTITUTION		
Name of the Authorised Signatory(ies)	**Designation**	**Signature**
1	**1**	**1**
2	**2**	**2**

ACKNOWLEDGEMENT SLIP

(TO BE FILLED IN BY THE APPLICANT)
Date: / / Serial No.

	Received from (Investor Name):					
				Number of Certificates applied for		**Amount In Rs**
	PTCs	**No. of PTCs**	**Issue Price per PTC (a)**	**In figures: (b)**	**In words:**	**(a) x (b)**
1.	Series A1(a) PTCs					
2.	Series A1(b) PTCs					

An application for ___ PTCs along with Cheque/Demand Draft No. _____ dated _____
Drawn on _____ _____ for Rs_____
Rupees (in words)

Note: Cheques & Drafts are subject to realisation

All future communication in connection with the Application should be addressed to _____ (quoting full name of the Applicant, Serial Number of the Application Form, Number of Certificates applied for date of application) at the following address: _____.

INSTRUCTIONS:

1. Application Form must be completed in full in block letters in English. Applications, which are not complete in all respects or are made otherwise than as herein required are liable to be rejected.

2. An applicant should submit only one application (and not more than one) for the total number of Certificates required.

3. The applicant should mention the Permanent Account Number (PAN) allotted under the Income Tax Act, 1961 or where the same has not been allotted, the GIR Number and the Income-Tax Circle/Ward/District. In case neither the PAN nor the GIR Numbers has been allotted, the fact of non-allotment should be mentioned in the Application Form. Applications without this will be treated as incomplete and will be liable to be rejected.

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4. In case of applications under Power of Attorney or by Limited Companies or Bodies Corporate, the relevant Power of Attorney or the relevant Resolution or Authority as the case may be, to make the application together with a duly certified copy thereof must be lodged separately quoting the Serial Number of the Application Form at _____ simultaneously with the submission of the Application Form failing which the application made is liable to be rejected.

5. Payment should be made by Cheques or Bank Draft drawn on any Bank which is situated at and is a member or sub-member of the Banker's Clearing House located at the place where the application is submitted.

6. All Cheques/Drafts must be crossed "A/c Payee only" and made payable to "_____".

7. Application Forms duly completed along with the cheques/demand draft payable high value on the Issue Closing Date must be delivered before 10.00 a.m. on the Issue Closing Date to _____.

8. In case of payments through RTGS, the payments may be made as follows, and such payment will have to reach the CPA at least by 4.00 pm on the Issue Closing Date:

   Beneficiary Name: DHRUVA XXI 2023

   Account No: 055505013738

   Bank Details: ICICI Bank

   Branch: ICICI Bank Towers

   IFSC Code: ICIC0000555

9. The Trustee's reserve their full, unqualified and absolute right to accept or to reject any application in whole or in part and in either case without assigning any reasons therefore.

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ANNEXURE 4: RATING RATIONALE

(*Annexed separately*)

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ANNEXURE 5: FORMAT OF SEMI – ANNUAL REPORT

Name/Identification No. of securitisation transaction:

	Nature of disclosure	Details			Amount / percentage / years
1.	Maturity characteristics of the underlying assets (on the date of disclosure)	i)	Weighted average maturity of the underlying assets (in years)		
		ii)	Maturity-wise distribution of underlying assets		
			a)	Percentage of assets maturing within one year	
			b)	Percentage of assets maturing within one to three year	
			c)	Percentage of assets maturing within three to five years	
			d)	Percentage of assets maturing after five years	
2.	Minimum Holding Period (MHP) of securitised assets	i)	MHP required as per RBI guidelines (years / months)		
		ii)	a)	Weighted average holding period of securitised assets at the time of securitization (years / months)	
			b)	Minimum and maximum holding period of the securitised assets	
3.	Minimum Retention Requirement (MRR) on the date of disclosure	i)	MRR as per RBI guidelines as a percentage of book value of assets securitised and outstanding on the date of disclosure		
		ii)	Actual retention as a percentage of book value of assets securitised and outstanding on the date of disclosure		
		iii)	Types of retained exposure constituting MRR in percentage of book value of assets securitised (percentage of book value of assets securitised and outstanding on the date of disclosure)		
			a)	Credit Enhancement (i.e. whether investment in equity / subordinate tranches, first / second loss guarantees, cash collateral, over collateralisation	
			b)	Investment in senior tranches	
			c)	Liquidity support	
			d)	Any other (pl. specify)	
		iv)	Breaches, if any, and reasons there for		
4.	Credit quality of the underlying loans	i)	Distribution of overdue loans (post securitisation)		
			a)	Percentage of loans overdue up to 30 days	
			b)	Percentage of loans overdue between 31-60 days	
			c)	Percentage of loans overdue between 61-90 days	
			d)	Percentage of loans overdue more than 90 days	
		ii)	Details of tangible security available for the		

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	Nature of disclosure	Details			Amount / percentage / years
				portfolio of underlying loans (vehicles, mortgages, etc.)	
			a)	Security 1 (to be named) (% loans covered)	
			b)	Security 2.....	
			c)	Security 'n'	
		iii)		Extent of security cover available for the underlying loans	
			a)	Percentage of loans fully secured included in the pool (%)	
			b)	Percentage of partly secured loans included in the pool (%)	
			c)	Percentage of unsecured loans included in the pool (%)	
		iv)		Rating-wise distribution of underlying loans(if these loans are rated)	
			a)	Internal grade of the bank / external grade (highest quality internal grade may be indicated as 1)	
				1/AAA or equivalent	
				2	
				3	
				4.....	
				N	
			b)	Weighted average rating of the pool	
		v)		Default rates of similar portfolios observed in the past	
			a)	Average default rate per annum during last five years	
			b)	Average default rate per annum during last year	
		vi)		Upgradation / Recovery / Loss Rates of similar portfolios	
			a)	Percentage of NPAs upgraded (average of the last five years)	
			b)	Amount written-off as a percentage of NPAs in the beginning of the year (average of last five years)	
			c)	Amount recovered during the year as a percentage of incremental NPAs during the year (average of last five year)	
		vii)		Frequency distribution of LTV ratios, in case of housing loans and commercial real estate loans)	
			a)	Percentage of loans with LTV ratio less than 60%	
			b)	Percentage of loans with LTV ratio between 60-75%	
			c)	Percentage of loans with LTV ratio greater than 75%	
			d)	Weighted average LTV ratio of the	

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	Nature of disclosure	Details			Amount / percentage / years
				underlying loans (%)	
		viii)	Frequency distribution of Debt-to-Income (DTI) ratios, as per applicable and/or available		
			a)	Percentage of loans with DTI ratio less than 60%	
			b)	Percentage of loans with DTI ratio between 60-75%	
			c)	Percentage of loans with DTI ratio greater than 75%	
			d)	Weighted average DTI ratio of the underlying loans (%)	
		ix)	Prepayment Rates		
			a)	Prepayment rate observed in the current portfolio	
			b)	Prepayment rate observed of similar portfolio in the past	
5	Other characteristics of the loan pool	i)	Industry-wise breakup of the loans in case of mixed pools (%)		
			Industry 1		
			Industry 2		
			Industry 3....		
			Industry n		
		ii)	Geographical distribution of loan pools (state-wise) (%)		
			State 1		
			State 2		
			State 3		
			State 4		

*** The above format should be considered as a baseline disclosure. Based on the product characteristics and market expectation, adequate disclosure, in addition to items mentioned above, must be made to reflect the true picture of securitised pools at all times.**

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ANNEXURE 6: DETAILS OF THE RECEIVABLES

(Annexed separately)

ANNEXURE 7: FORMAT OF THE MONTHLY REPORT

The Monitoring Report to be submitted by the Servicer in accordance with the Servicing Agreement will, *inter alia*, contain:

(a) Client ID

(b) Loan ID

(c) Number of installments remaining

(d) Principal outstanding beginning of the relevant Collection Period

(e) Principal due during the relevant Collection Period

(f) Principal paid during the relevant Collection Period

(g) Principal overdue

(h) Number of days overdue

(i) Current principal outstanding

(j) Interest outstanding beginning of the relevant Collection Period

(k) Interest due during the relevant Collection Period

(l) Interest paid during the relevant Collection Period

(m) Interest overdue

(n) Number of days overdue

(o) Current interest outstanding

(p) Prepayments during the relevant Collection Period

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