PROSPERITY ASSET 6 TRUST

(A trust, settled under Indian Trusts Act, 1882 in accordance with the terms of the trust deed dated July 14, 2023 with Mitcon Credentia Trusteeship Services Limited acting as trustee ("**Trust Deed**").

Registered office: 1402/1403, 14th Floor, Dalamal Tower, B-Wing, 211, Free Press Journal Marg, Nariman Point, Mumbai, Maharashtra 400021.

ISSUANCE OF 361 LISTED, RATED, SERIES 1 PASS THROUGH CERTIFICATES ("PTCs") OF FACE VALUE OF INR 135800 (RUPEES ONE LAKH THIRTY FIVE THOUSAND EIGHT HUNDRED ONLY) AT PAR BY PROSPERITY ASSET 6 TRUST ("TRUST" OR "ISSUER") AGGREGATING TO RS. 4,90,23,800/- (RUPEES FOUR CRORES NINETY LAKH TWENTY THREE THOUSAND AND EIGHT HUNDRED ONLY) BY WAY OF A PRIVATE PLACEMENT, MATURING WITHIN 24 (TWENTY FOUR) MONTHS FROM THE DEEMED DATE OF ALLOTMENT, PRICE IDENTIFIED UNDER CHAPTER 4 (APPLICATION/ALLOTMENT PROCEDURE) HERETO, EVIDENCING BENEFICIAL INTEREST IN RECEIVABLES ORIGINATED BY VRIKSH ADVISORS PRIVATE LIMITED (HEREINAFTER REFERRED TO AS THE "ISSUE").

THE ISSUE IS BEING MADE PURSUANT TO THE PROVISIONS OF SECURITIES AND EXCHANGE BOARD OF INDIA (ISSUE AND LISTING OF SECURITISED DEBT INSTRUMENTS AND SECURITY RECEIPTS) REGULATIONS, 2008, AS AMENDED FROM TIME TO TIME AND THE SECURITIES AND EXCHANGE BOARD OF INDIA (LISTING OBLIGATIONS AND DISCLOSURE REQUIREMENTS) REGULATIONS, 2015, AS AMENDED FROM TIME TO TIME, AND THE OPERATIONAL CIRCULAR ISSUED BY SEBI (REF. NO.: SEBI/HO/DDHS/P/CIR/2021/613) FOR ISSUE AND LISTING OF NON-CONVERTIBLE SECURITIES, SECURITISED DEBT INSTRUMENTS, SECURITY RECEIPTS, MUNICIPAL DEBT SECURITIES AND COMMERCIAL PAPER DATED AUGUST 10, 2021, AS AMENDED FROM TIME TO TIME. THE ISSUE IS NOT PROPOSED TO BE UNDERWRITTEN.

TRUSTEE	DESIAGNTED STOCK EXCHANGE	ORIGINATOR/SERVICER/ASSIGNOR
Mitcon Credentia Trusteeship Services Limited 1402/1403, 14th Floor, Dalamal Tower, B-Wing, 211, Free Press Journal Marg, Nariman Point, Mumbai, Maharashtra 400021 **Telephone No.:** +91 22 22828200 Fax No: **Email:** navin@mitconcredentia.in **Website:** www.mitconcredentia.in **Contact Persons:** Mr. Navin Chouksey	**BSE Limited** Phiroze Jeejeebhoy Towers, Dalal Street, Mumbai- 400001 **Tel. No.:** 91-22-22721233/4, 91-22-66545695 **Fax:** 91-22-22721919	**Vriksh Advisors Private Limited** 13, Paschimi Marg, Vasant Vihar, New Delhi 110057 **Telephone No.:** +91 95608 55211 **Email:** vriksh@vrikshadvisors.com **Contact Person:** Mr. Nikhil Aggarwal
BOMBAY STOCK EXCHANGE		

MITCON CREDENTIA TRUSTEESHIP SERVICES LIMITED

BSE Limited
Address: Phiroze Jeejeebhoy Towers, Dalal Street, Mumbai- 400001
Tel. No.: 91-22-22721233/4, 91-22-66545695
Fax: 91-22-22721919

CREDIT RATING

The PTCs proposed to be issued under this Issue have been provisionally rated Provisional[ICRA] BB+(SO) by ICRA vide letter dated 4 August, 2023, offering a yield as more particularly set out in Chapter 2 *(Executive Summary)*. For the rationale for these ratings, see **Annexure 3** to this Information Memorandum. This rating is not a recommendation to buy, sell or hold securities and the investors should make their own decision regarding the investment. This rating is subject to revision or withdrawal at any time by the assigning rating agency and should be evaluated independently of any other ratings. Please see **Annexure 3** of this Information Memorandum for the rating letters and rationale for the ratings.

SEBI DISCLAIMER

It is to be distinctly understood that this Information Memorandum should not in any way be deemed or construed that the same has been approved by SEBI. SEBI does not take responsibility for the financial soundness of the security launched by the Issuer. Neither SEBI nor the Exchange is responsible for the correctness of any statements, opinions or other disclosures contained in this Information Memorandum. The registration granted by SEBI to the Trustee should not be taken as an indication of the merits of the Issuer, the Originator, or the PTCs. As per the provisions of the SEBI SDI Regulation, as amended from time to time, it is not stipulated that a copy of this Information Memorandum has to be filed with or submitted with SEBI for its review/approval.

DESIGNATED STOCK EXCHANGE DISCLAIMER

As required, a copy of this Information Memorandum has been submitted to BSE Limited (hereinafter referred to as "**Designated Stock Exchange**"). It is to be distinctly understood that the aforesaid submission should not in any way be deemed or construed that the offer document has been cleared or approved by Designated Stock Exchange; nor does it in any manner warrant, certify or endorse the correctness or completeness of any of the contents of this offer document; nor does it warrant that this Issuer's securities will be listed or will continue to be listed on the Designated Stock Exchange; nor does it take any responsibility for the financial or other soundness of this Issuer, its promoters, its management or any scheme or project of this Issuer.

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

BOMBAY STOCK EXCHANGE DISCLAIMER

As required, a copy of this Information Memorandum has been submitted to BSE Limited (hereinafter referred to as "**BSE**"). It is to be distinctly understood that the aforesaid submission does it in any manner warrant, certify or endorse the correctness or completeness of any of the contents of this offer document; nor does it warrant that this Issuer's securities will be listed or will continue to be listed on BSE; nor does it take any responsibility for the financial or other soundness of this Issuer, its promoters, its management or any scheme or project of this Issuer.

Every person who desires to apply for or otherwise acquire any securities of this Issuer may do so pursuant to independent inquiry, investigation and analysis and shall not have any claim against BSE whatsoever by reason of any loss which may be suffered by such person consequent to or in

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connection with such subscription /acquisition whether by reason of anything stated or omitted to be stated herein or any other reason whatsoever.

ARRANGER TO THE ISSUE	REGISTAR AND TRANSFER AGENT
SKI Capital Services Limited **Address**: 718 Dr. Joshi Road, Karol Bagh, New Delhi - 110005 **Tel. no**. +91 011 -45046000 **Email**: projectpratham@skicapital.net **Investor Grievance Email**: investor_relation@skicapital.net **Website**: www.skicapital.net **Contact Person**: Manick Wadhwa **SEBI Registration no**.: INM000012768	**SKI Capital Services Limited** **Address**: 718 Dr. Joshi Road, Karol Bagh, New Delhi - 110005 **Tel. no**. +91 011 41189899 **Email**: rta@skicapital.net **Investor Grievance Email**: investor_relation@skicapital.net **Website**: www.skicapital.net **Contact Person**: Shruti Aginohitri **SEBI Registration no**.: INR000004237

LEGAL COUNSEL
Apogee Law offices **Address:** A-193, Second Floor, Defense Colony, New Delhi – 110 024 **Tel. No.:** 011-45573409 **Email:** projectatlas@apogeelawoffices.com

INDICATIVE ISSUE SCHEDULE		
Issue Opens on: 11 August, 2023	**Issue Closes on:** 11 August, 2023	**Deemed Date of Allotment:** 11 August, 2023
Each Series 1 PTC represents a proportionate undivided beneficial interest pertaining to the Receivables, arising pursuant to the Underlying Documents, in the ordinary course of business. It does not represent an interest or obligation of Vriksh Advisors Private Limited or Mitcon Credentia Trusteeship Services Limited, nor are the Receivables arising from the Underlying Assets insured or guaranteed. Further all the concerned are hereby informed that the Series 1 PTCs do not represent deposit liabilities of the Originator, the Servicer, the Trust, or the Trustee and that the Series 1 PTCs are not insured. The Trustee/ Originator/ Servicer/Trust does not guarantee the capital value of the Series 1 PTCs and the performance of Series 1 PTCs issued, or collectability of the Receivables and the investments in the Series 1 PTCs are subject to termination risk, credit risk, prepayment risk, possible delays in payment and loss of income and principal invested.		

DISCLAIMERS

General Disclaimer

This information memorandum of private placement in relation to issue of Series 1 PTCs ("**Information Memorandum**") is neither a prospectus nor a statement in lieu of prospectus. This document does not constitute an offer or an invitation for offer by or on behalf of Vriksh Advisors Private Limited ("**Originator**"/ "**Servicer**"/ "**Assignor**") or Mitcon Credentia Trusteeship Services Limited ("**Trustee**") to subscribe to, or purchase Series 1 PTCs, to be issued by Mitcon Credentia Trusteeship Services Limited ("**Trust**"/ "**Issuer**"). Apart from this Information Memorandum, no other document has been prepared in connection with the proposed securitisation of Receivables and the Information Memorandum is not required to be registered under any Applicable Law. Accordingly, this Information Memorandum has neither been delivered for registration nor is it intended to be registered. Applicants must make their own assessment as to the suitability of investing in these Series 1 PTCs. The statements contained in this Information Memorandum are in

MITCON CREDENTIA TRUSTEESHIP SERVICES LIMITED

all material respects, true and accurate and not misleading, and the opinions and intentions expressed in this Information Memorandum with regard to the Trust are honestly held, have been reached after considering all relevant circumstances and are based on reasonable assumptions and information presently available to the Trustee. There are no material facts in relation to the Trust, the omission of which would, in the context of the Issue, make any statement in this Information Memorandum misleading in any material respect. This Information Memorandum seeks to provide relevant details of the proposed securitisation of Receivables arising from the Underlying Documents in relation to renting of Underlying Assets from the Rentee (*defined below*) on terms set out in the Underlying Documents executed between the Originator and the Obligor.

Investors acknowledge that they have not relied on the information provided by the Trust, nor any of its respective shareholders, employees, counsel, officers, directors, representatives, agents, or affiliates in connection with such person's investigation of the accuracy of such information or such person's investment decision, and each such person must rely on his/her own examination of the Trust and the merits and risks involved in investing in the Trust. Investors should not construe the contents of this Information Memorandum as legal, business, tax, accounting, or investment advice.

No person is authorized to give any information or to make any representation not contained in this Information Memorandum and any information or representation not so contained must not be relied upon as having been authorized by or on behalf of the Trust.

Each copy of this Information Memorandum is serially numbered and the person to whom a copy of the Information Memorandum is sent, is alone entitled to apply for the Series 1 PTCs. Any Application by a person to whom this Information Memorandum has not been sent by the Trust shall be liable to be rejected without assigning any reason. The person who is in receipt of this Information Memorandum shall maintain utmost confidentiality regarding the contents of this Information Memorandum and shall not reproduce or distribute in whole or part or make any announcement in public or to a third party regarding the contents without the prior written consent of the Issuer.

The Issue is being made in compliance with the SEBI SDI Regulation. The SEBI SDI Regulation, LODR Regulation, SEBI Operational Circular, and all other applicable regulations, notifications or circulars issued by SEBI are applicable to all classes of investors who are eligible to invest in the Issue.

Disclaimer of the Exchange

As required, a copy of this Information Memorandum has been filed with Exchange in terms of the SEBI SDI Regulation, as amended/ supplemented/ replaced from time to time. It is to be distinctly understood that submission of this Information Memorandum to the Exchange should not in any way be deemed or construed to mean that this Information Memorandum has been reviewed, cleared, or approved by the Exchange, nor do the Exchange in any manner warrant, certify or endorse the correctness or completeness of any of the contents of this Information Memorandum. The Exchange does not warrant that the Series 1 PTCs will be listed or will continue to be listed on the Exchange nor do the Exchange take any responsibility for the soundness of the financial and other conditions of the Issuer, its promoters, its management or any scheme or project of the Trust.

Disclaimer statement from the Issuer

The Issuer accepts no responsibility for statements made otherwise than in this Information Memorandum or in any advertisement or any other material issued by or at the instance of Issuer and that anyone placing reliance on any other source of information would be doing so at their own risk.

MITCON CREDENTIA TRUSTEESHIP SERVICES LIMITED

Disclaimer statement from the Arranger

The Arranger accept no responsibility for statements made otherwise than in this Information Memorandum or in any advertisement or any other material issued by or at the instance of the Issuer and that anyone placing reliance on any other source of information would be doing so at their own risk.

Disclaimer in respect of Jurisdiction

This Issue is being made in India and is subject to the laws in India. This Information Memorandum will not, however constitute an offer to sell or an invitation to subscribe for the PTCs offered hereby in any jurisdiction other than India to any person to whom it is unlawful to make an offer or invitation in such jurisdiction. Any person into whose possession this Information Memorandum comes is required to inform himself or herself about, and to observe, any such restrictions.

Disclaimer statement from ICRA

General Risk

Investment in structured products or structured obligations (SO) and such related securities involve a degree of risk and investors should not invest any funds in such instruments, unless they can afford to take the risks attached to such investments. For taking an investment decision, investors must rely on their own examination of the Issuer and the Issue including the risks involved. Specific attention of investors is invited to statement of risk factors contained in Chapter 8 of this Information Memorandum. These risks are not, and are not intended to be, a complete list of all risks and considerations relevant to the PTCs or investor's decision to purchase the PTCs. Please be advised that the relevant Receivables will be assigned to the Issuer by the Originator on a no-recourse basis and any investor shall carefully assess the risks associated with such assignment before proceeding with a decision to make an investment in the PTCs.

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CHAPTER 1: DEFINITIONS AND ABBREVIATIONS

This Information Memorandum uses the definitions and abbreviations set forth below which you should consider when reading theinformation contained herein.

References to any legislation, act, regulations, rules, guidelines, or policies shall be to such legislation, act, regulations, rules,guidelines or policies as amended, supplemented, or re-enacted from time to time and any reference to a statutory provision shall include any subordinate legislation made under that provision.

DEFINITIONS

Unless the context otherwise indicates, all references in this Information Memorandum to "the Issuer", "our Trust", or "the Trust" or "Prosperity Asset 6 Trust", a trust registered under the Indian Trusts Act, 1882, having its registered office at 1402/1403, 14th Floor, Dalamal Tower, B-Wing, 211, Free Press Journal Marg, Nariman Point, Mumbai, Maharashtra 400021. Unless the context otherwise indicates, all references in this Information Memorandum to "we" or "us" or "our" are to the Trust.

For the purposes of this Information Memorandum, except as otherwise expressly provided or as the context or meaning thereof otherwise requires, the following expressions shall have the meanings assigned to them respectively hereinafter:

Issue related terms

Term	Description
Applicable Law	means the law and any other instruments having the force of law in India as they may be issued and enforced from time to time.
Arranger	means SKI.
Assigned Assets	means (a) the Receivables together with all rights, title and interest therein, and the right, title and interest in all contractual comfort and excluding security deposit (both present and future) and (including without limitation, any guarantees, letters of comfort, demand promissory notes (together with letters of continuity) and other negotiable instruments) underlying or provided in respect of the leasing arrangement, which the Assignor is entitled to, to the extent that the Trust/Trustee shall have the right to enforce such contractual comfort and appropriate the amounts realised therefrom towards the repayment of the Rental Amounts, and to exercise all other rights of the Assignor in relation to such contractual comfort; (b) all its rights, title and interests under the Rental Agreements and the other Underlying Documents and all documents and data pertaining to the Receivables, save and except the rights that are personal in nature, absolutely and forever; and (c) Collateral Securities. It is clarified that (a) and (b) are free and clear of any lien or encumbrance, to the end and intent that the Trustee will hereafter be deemed to be the full and absolute legal owner (to hold in trust for the benefit of the Beneficiaries) of the Assigned Assets or any part thereof and as such is legally and beneficially entitled to recover the Assigned Assets or any part of the Assigned Assets and take any action in relation thereto.
Assignor	means Vriksh Advisors Private Limited, a company incorporated

MITCON CREDENTIA TRUSTEESHIP SERVICES LIMITED

Term	Description
	under the (Indian) Companies Act, 1956 with company identification number U74120DL2008PTC181602, and having its registered office at 13, Paschimi Marg, Vasant Vihar, New Delhi 110057.
Allotment Advice	means the communication sent to the Investors conveying details of the Series 1 PTCs allotted to the Investors in accordance with the Basis of Allotment.
Applicant or **Subscriber**	means an applicant who has made an Application for subscribing to the Series 1 PTCs.
Application	means the submission of a duly filled up and signed Application Form by an Applicant to the Trustee.
Application Form	means the form in terms of which the Applicant shall make an offer to subscribe to the PTCs and which will be considered as the Application for allotment of the Series 1 PTCs in terms of this Information Memorandum. Application Form annexed to the Information Memorandum as **Annexure 5**.
Assignment Deed	means the deed of assignment of Receivables in relation to securitisation, to be executed on or about August 11, 2023 by and between the Originator as the assignor in favour of Mitcon Credentia Trusteeship Services Limited in its capacity as the Trustee, acting on behalf of the Trust.
Basis of Allotment	means the Series 1 PTCs will be allotted on a private placement basis, which shall be determined by the Trust as its discretion and the Trust shall refund monies paid for Applications to subscribe to the Series 1 PTCs for unsuccessful Applicants.
Beneficiary(ies)	means the Investors and the Residual Beneficiary.
Business Day	means a day which is not a Saturday or Sunday or a Public Holiday for banks at Mumbai, Maharashtra.
Certificate or **Pass-Through Certificate** or **PTC(s)**	means all or any of the certificates, to be issued by the Issuer, by way of a private placement in dematerialised form to the Applicant, to be listed on the Exchange as securitised debt instruments under the SEBI SDI Regulation pursuant to which the Applicant, becomes a Beneficiary of the Trust, entitling such Beneficiary to relevant pay-outs in accordance with the Waterfall Mechanism.
Collection and Pay-out Account or Issuer Account	an account under the name of the Trust, opened and maintained by the Trustee with the Designated Bank and operated under the signature of the Trustee into which the Receivables herein and such other amounts paid by the Obligor as Receivables will be deposited. The amounts must be deposited in the Collection and Pay-out Account at least prior to the Expected Pay Out Date. The amounts deposited will be inclusive of GST, and TDS deduction (if any) will be in accordance with the provisions of the Income Tax Act, 1961. It is clarified that all monies lying to the credit of this account from time to time shall be held by the Trustee in trust and for the benefit of the Beneficiaries.
Collateral Securities	Means the sale proceeds received from the sale of the Equipment owned by the Assignor that forms the subject matter of the Rental Agreements, which has been hypothecated for the obligation of the Rentee under the Rental Agreement
Deed of Hypothecation	shall have the meaning ascribed to it in the Trust Deed

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Term	Description
Deemed Date of Allotment	means the date on which the Series 1 PTCs shall be deemed to have been allotted to the Beneficiaries and such date shall be identified in the Information Memorandum, i.e., August 11, 2023.
Designated Bank	means any Scheduled Commercial Bank with whom one or more of the Collection and Pay-out Account(s) are to be maintained under the provisions of the Trust Deed.
Exchange	means the National Stock Exchange of India Limited and/or the BSE Limited.
Record Date	means, in the 5th day prior to the Expected Pay-Out Date.
Expected Pay-Out (s)	means (a) with respect to each Expected Pay-out Date, Expected Pay-out shall mean the notional amounts calculated in respect of the Series I PTCs held by the said Investors, as more particularly set out in Schedule 2 (Expected Investor Pay-out) hereto and as may be revised from time to time in accordance with the Transaction Documents. (b) The dates and payments referred to in Annexure 2 are indicative and for the purposes of calculation of the notional amounts that may be payable on Expected Pay-out Date and the Trustee retains the right but not the obligation to make the Expected Pay-outs on the Expected Pay-out Dates. (c) The Expected Pay-outs that are identified in Annexure 2 (Expected Investor Pay-out) hereto are gross amounts hereto which may be subject to tax deducted at source pursuant to the provisions of the Income Tax Act, 1961 (as amended). In the event of a Prepayment by any of the Rentee, the Expected Investor Pay-out (as set out in Annexure 2 (Expected Investor Pay-outs)) shall be subject to modification to adjust for the corresponding notional prepayment to the Investors, subject to the Trustee obtaining consent from the Investors, in accordance with applicable law. Investors shall be deemed to have given their consent if and only if twenty one days notice is given to them of the proposed variation and it is approved by a special resolution passed by them through postal ballot. It is clarified that the Prepayment proceeds collected shall be paid to the Investors on the 25th day of receiving such money from the Obligors ("**Prepayment Date**").
Final Record Date	means, in the 5th day prior to the Series 1 Final Maturity Date.
Information Memorandum	means the document including an electronic document described or issued as an Information Memorandum, inviting subscription for the PTCs from the Applicant on private placement basis.
Investor(s)	means the Persons who will subscribe to or be the holders of the Series 1 PTCs from time to time in accordance with the Applicable Law, thus entitling them to undivided beneficial right, title and interest in the Assets represented by the Series 1 PTCs.
Initial Credit Rating	means the rating ascribed to the PTCs by the Rating Agency prior to the listing of the PTCs, being Provisional [ICRA] BB+(SO) by ICRA, vide letter dated 4 August , 2023), vide the letter bearing number ICRA/SF/ Vriksh Advisors Private Limited /04082023/1.
IRR	means, the annualised compounded rate of return on the amounts extended by the PTC holders taking into account the outstanding

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Term	Description
	principal amounts under the Series 1 PTCs, interest and all other amounts paid in respect of the Series 1 PTCs to the Investors.
Issue Closing Date	means the last date for receiving Applications from the Applicant for subscribing to the Series 1 PTCs i.e., 11 August 2023.
LODR Regulation	means Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015.
Issue Opening Date	means the date from which the Investors shall start subscribing to the Series 1 PTCs i.e., 11 August 2023.
Issue Period	The period between the Issue Opening Date and the Issue Closing Date inclusive of both days during which the Applicants may submit their Application Forms.
Majority Interest	means the interest of the Beneficiaries being entitled to the beneficial interest in more than 50 % (Fifty Percent) of the outstanding nominal value of the PTCs.
Market Lot	means 1 (one) Series 1 PTC
Quarterly Report or Report	means the report to be provided each quarter by the Servicer to the Trustee and the Rating Agency.
Obligor/Rentee	Praba's Vcare Health Clinic Private Limited is the lessee under the Rental Agreement in relation to the Underlying Assets/ Equipment.
Originator	means Vriksh Advisors Private Limited, a company incorporated under the (Indian) Companies Act, 1956 with company identification number U74120DL2008PTC181602, and having its registered office at 13, Paschimi Marg, Vasant Vihar, New Delhi 110057.
Expected Pay-out/ Expected Investor Pay-out	(a) with respect to each Expected Pay-out Date, Expected Pay-out shall mean the notional amounts calculated in respect of the Series I PTCs held by the said Investors, as more particularly set out in Annexure 2 (*Expected Investor Pay-out*) hereto and as may be revised from time to time in accordance with the Transaction Documents. (b) The dates and payments referred to in Annexure 2 are indicative and for the purposes of calculation of the notional amounts that may be payable on Expected Pay-out Date and the Trustee retains the right but not the obligation to make the Expected Pay-outs on the Expected Pay-out Dates. (c) The Expected Pay-outs that are identified in Annexure 2 (*Expected Investor Pay-out*) hereto are gross amounts hereto which may be subject to tax deducted at source pursuant to the provisions of the Income Tax Act, 1961 (as amended). In the event of a Prepayment by any of the Rentee, the Expected Investor Pay-out (as set out in Annexure 2 (*Expected Investor Pay-outs*)) shall be subject to modification to adjust for the corresponding notional prepayment to the Investors, subject to the Trustee obtaining consent from the Investors, in accordance with applicable law.
Expected Pay-out(s) Dates	means the dates set out in Annexure 2 (Expected Investor pay-out), on which investor payouts are due or expected to be paid (as the case may be) to the Series 1 Senior Tranche PTC Holder and such dates are indicative in nature, and the actual pay-out dates will be intimated/ confirmed by the Trustee closer to each Expected Pay-Out(s).
Final Pay-out Date	means the aggregate amount outstanding as principal amounts under

MITCON CREDENTIA TRUSTEESHIP SERVICES LIMITED

Term	Description
	the Series 1 PTCs (less any amounts already prepaid in accordance with the Transaction Documents) along with return on the Series 1 PTCs at a maximum IRR of 15.53% (fifteen point five three percent) on the Series 1 PTCs, due and payable on the Series 1 Final Maturity Date to the Investors as on the Final Record Date.
Person(s)	includes an individual, a partnership firm, a company (as defined in Section 2(20) of the Companies Act, 2013), a body corporate (as defined in Section 2(11) of the Companies Act, 2013), a foreign portfolio investor (as defined in the Foreign Exchange Management (Debt Instruments) Regulations, 2019, a co-operative society, a trust, an association of persons whether incorporated or not and any other entity and in case of a company and a body corporate shall include their respective successors and assigns and in case of any individual his/her respective legal representative, administrators, executors and heirs and in case of trust shall include the trustee(s) for the time being and from time to time or such other person as permitted under Applicable Law to invest/subscribe to the PTCs.
Expected Pay-out Date	means as the context may require, an Expected Pay-out Date or the Series One Final Maturity Date.
Public Holidays	means a public holiday (including Saturday and Sunday) for the purpose of Section 25 of the Negotiable Instruments Act, 1881 (26 of 1881), at Mumbai, Maharashtra.
Purchase Consideration	means the amount payable by the Trustee, to the Originator from the Subscription Amount, in consideration of the Originator assigning the Receivables to the Trust, as more specifically set out in the Assignment Deed.
Prepayment	means the payment by the Obligor/Rentee of all or any part of the Receivables under a Rental Agreement prior to the due dates, whether at the instance of the Obligor or upon termination of the Rental Agreement or otherwise, or any settlement and includes any penalty or any other amount whatsoever payable by the Obligor in this regard.
Prepayment Proceeds	means the amounts paid by any Obligor(s) to the Trustee on Prepayment, including pursuant to any legal proceedings instituted for the recovery of any amounts from any Obligor(s) under the relevant Underlying Document(s).
Rating Agency	means ICRA
Receivables	means the amounts payable to the Originator, by the Obligor on and from the Effective Date of the lease, pursuant to the Rental Agreement, including, rental payments (and future rental payments), and any amount which are entitled to be deducted towards TDS (whether actually deducted or not), payments arising on account of indemnities, any outstanding receivables due from the Obligor after the Effective Date and rights, title and interest under or pursuant to other Underlying Documents, but excluding the amounts payable in relation to insurance payments (if any), the security deposit (if any, present and future) from the Obligor. The details of the Receivables will be more particularly provided in Annexure 1 (*Details of the Receivables*) hereto.
Register	means the register of the Investors, of the relevant depository to be maintained by the Issuer.

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Term	Description
Registrar & Transfer Agent	means SKI, or any SEBI registered institution appointed by the Trust, who has agreed to act as the registrar and transfer agent for the issuance of the PTCs.
Rental Agreement	means the agreement (all schedules thereto) entered into between the Originator and Obligor (as amended, modified, and altered from time to time), details of which are more particularly set out in Schedule II (*Rental Agreement)* of the Assignment Deed, setting out the terms and conditions on which the Originator has agreed to lease the Underlying Assets to the Obligor.
Rental Payment Commencement Date	means, individually, the date set out for each Rentee in the Assignment Deed, on which all the amounts are payable by the Obligor to the Assignor under the respective Rental Agreement.
Residual Beneficiary	means the Originator.
Scheduled Commercial Bank	means any bank which is listed under second schedule of the Reserve Bank of India Act, 1934.
SEBI	means the Securities Exchange Board of India.
SEBI Operational Circular	means Circular no. SEBI/HO/DDHS/P/CIR/2021/613 dated August 10, 2021 (updated till April 13, 2022) issued by SEBI, as amended from time to time.
SEBI SDI Regulation	means the Securities and Exchange Board of India (Issue and Listing of Securitised Debt Instruments and Security receipts) Regulations, 2008;
Securitisation Listing Framework	shall mean the Securities and Exchange Board of India (Issue and Listing of Securitised Debt Instruments and Security Receipts) Regulations, 2008 as amended from time to time read together with the Master Circular for issue and listing of Non-convertible Securities, Securitised Debt Instruments, Security Receipts, Municipal Debt Securities and Commercial Paper" bearing reference number SEBI/HO/DDHS/PoD1/P/CIR/2023/119 dated August 10, 2021 (updated till April 13, 2022) and as amended, restated, updated, supplemented or modified from time to time and Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 as amended from time to time.
Servicer	means Vriksh Advisors Private Limited, a company incorporated under the (Indian) Companies Act, 1956 with company identification number U74120DL2008PTC181602, and having its registered office at 13, Paschimi Marg, Vasant Vihar, New Delhi 110057.
Servicer Agreement	means the agreement to be entered into by the Trustee (on behalf of the Trust) with the Servicer *inter alia* in relation to appointment of the Servicer to assist in collection/deposit of the Receivables into the CPA, in accordance with the Assignment Deed and to perform such other services as set out in the Servicer Agreement in relation to the Receivables in accordance with the provisions of the Securitisation Listing Framework.
SKI	means SKI Capital Services Limited, a company incorporated under the laws of India and having its registered office at Dr. Joshi Road, Karol Bagh, New Delhi – 110005.
Series 1 Final Maturity Date / Maturity Date	means 24 (twenty four) months from the Effective Date.

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Term	Description
Series 1 Yield / Series 1 Senior Tranche Yield	means the gross pre-tax yield of 14.68% per annum (compounded quarterly), that results in a gross pre-tax maximum IRR of 15.53% (fifteen point five three percent) on the Series 1 Final Maturity Date. The amount of yield in Annexure 2 (*Expected Investor Pay-out*) is calculated on an "Actual/ 365" basis. In the event of a Prepayment, the amount paid towards interest on the PTCs may be different from the interest component set out in Annexure 2 (*Expected Investor Pay-outs*), subject to the Trustee obtaining consent from the Investors, in accordance with applicable laws. Therefore, the total interest paid to the PTC holders will be different than the amount presented in the Annexure 2 (*Expected Investor Pay-outs*).
Settlor	means the settlor of the Trust, being Mitcon Credentia Trusteeship Limited, a company incorporated under the laws of India and having its registered office at Kubera Chambers, 1st Floor, Shivajinagar, Pune, MH 411005 IN.
Subscription Amount	in relation to an Investor means the amount payable by such Investor in order to subscribe to the Series 1 PTCs to be allotted to such Investor.
Transaction Documents	means: (i) the Trust Deed; (ii) the Assignment Deed; (iii) this Information Memorandum; (iv) the Power of Attorney issued by the Originator to the Trustee to enable the Trustee to perfect its right title and interest in relation to the Assigned Assets; (v) the Servicer Agreement; (vi) the Deed of Hypothecation; (vii) the Power of Attorney in relation to the Deed of Hypothecation; (viii) Master Renting Agreement executed between the Originator and the Obligor; (ix) any other document that the Trustee may designate as a Transaction Document.
Effective Date	means the date on which the Assigned Assets are purchased/to be purchased by the Trust in consideration of the payment of the Purchase Consideration in accordance with the terms of the Assignment Agreement and the other Transaction Documents.
Transaction Value	means the aggregate Subscription Amount paid by all Investors pursuant to issuance of the PTCs i.e., INR 4,90,23,800 (Rupees four crores ninety lakh twenty three thousand and eight hundred only) i.e., the discounted present value of future lease receivables to be paid by the Rentee), on a ultimate interest ultimate principal (UIUP) basis), which is to be utilised towards Purchase Consideration.
Trust Deed	means the declaration of trust executed by the Settlor on July 14, 2023 in favour of the Trustee, declaring that the Trustee will hold the Trust Fund in trust and for the benefit of the Beneficiaries.
Trustee	means the trustee of the Trust, being Mitcon Credentia Trusteeship Services Limited, a company incorporated under the laws of India and having its registered office at Kubera Chambers, 1st Floor, Shivajinagar, Pune, MH 411005 IN.
Trust Fund	means the initial contribution of Rs. 1,000/- (Rupees One Thousand only) and all other contributions received by the Trustee, including the Subscription Amount received from the Investor for the Series 1

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Term	Description
	PTCs issued to them by the Trust and all amounts deposited with the Trust on realization of the Assigned Assets, from time to time in accordance with the agreed collection and pay-out mechanism, and all investments representing the same and all income arising therefrom whether by way of interest, or otherwise.
Underlying Assets	means the assets listed in Schedule III (*Underlying Assets)* of the Assignment Deed owned by the Originator and leased to the Obligor pursuant to the Rental Agreement.
Underlying Documents	means all documents, instruments, records pertaining to the Receivables, including without limitation the Rental Agreements, security creation, demand promissory notes together with letters of continuity) and other negotiable instruments whether provided by any Obligor(s) or any other person on behalf of the Obligor(s) to support the obligations of the Obligors under the Rental Agreement, guarantees , or any such arrangement, document created to secure the lease and all other underlying indemnities and correspondences including all records relating to the Assigned Assets (but excluding any amounts paid by the Rentee towards security deposit which will not form part if the security creation) which are in the possession of the Assignor, as amended and/or restated from time to time.
Waterfall Mechanism	means the method for appropriation of the amounts collected as more particularly set out in this Information Memorandum.
Working Days	means working days of the SEBI.

ABBREVIATIONS

Term	Description
CPA	Collection and Pay-out Account
CDSL	Central Depository Services (India) Limited
CDP	Collecting Depository Participant
eNACH	electronic National Automated Clearing House
GOI	Government of India
GST	Goods and Services Tax
HUF	Hindu Undivided Family
IRR	Internal Rate of Return
IMPS	Immediate Payment Service
NEFT	National Electronic Funds Transfer
NSDL	National Securities Depository Limited
PTC(s)	Pass Through Certificate(s)
PAN	Permanent Account Number
SEBI	Securities and Exchange Board of India
SPDE	Special Purpose Distinct Entity
TDS	Tax Deduction at Source

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CERTAIN CONVENTIONS, USE OF FINANCIAL, INDUSTRY AND MARKET DATA AND CURRENCY OF PRESENTATON

Currency and Unit of Presentation

In the Information Memorandum, references to '₹', "Indian Rupees", "INR", "Rs." And 'Rupees' are references to the legal currency of India.

Unless otherwise specified, any time mentioned in this Information Memorandum is in Indian Standard Time. Unless indicated otherwise, all references to a year in this Information Memorandum are to a calendar year. Further, unless stated otherwise, all references to page numbers in this Information Memorandum are to the page numbers of this Information Memorandum.

Presentation of Financial Information

Originator's financial year commences on April 1 and ends on March 31 of the next year, so all references to a particular financial year or fiscal are to the 12-month period commencing on April 1 and ending on March 31 of the next year. Unless the context requires otherwise, all references to a year in this Information Memorandum are to a calendar year and references to a Fiscal/Fiscal Year/ FY / Financial Year are to the year ended on March 31 of that calendar year.

The Trust's (settled as on 14 July 2023 financial year commences on April 1 and ends on March 31 of the next year, so all references to a particular financial year or fiscal are to the 12-month period commencing on April 1 and ending on March 31 of the next year. Unless the context requires otherwise, all references to a year in this Information Memorandum are to a calendar year and references to a Fiscal/Fiscal Year/ FY / Financial Year are to the year ended on March 31 of that calendar year.

Day Count Convention

The Series 1 Yield is calculated on an 'Actual/365'basis.

Business Day Convention

If the last date which is the pay-out date of any interest period originally falls on a day that is not a Business Day, then the immediately preceding Business Day will be considered as the pay-out date for the said interest period.

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CHAPTER 2: EXECUTIVE SUMMARY

This Information Memorandum seeks to provide details of securitisation of certain Assigned Assets along with all other present and future rights and benefits arising therefrom.

All the expressions used in this document shall unless repugnant to the context or meaning thereof carry the same meanings herein are assigned to them in the paragraph under the heading "Definitions and Abbreviations".

2.1 INTRODUCTION TO SECURITIZATION

Securitisation in the present context is a process whereby rental amounts are packaged and sold in the form of financial instruments. A typical process of securitisation involves sale of specific receivables to a Special Purpose Distinct Entity ("**SPDE**") set up in the form of a trust. The SPDE in turn issues financial instruments (promissory notes, participation certificates or other debt instruments) to the investors evidencing the beneficial ownership of the investors in the receivables. The financial instruments are rated by independent credit rating agency. Typically, the servicing of the receivables is continued by the originator. Cash flows are passed onto the investors as per the pay-out schedule. Features of securitisation transactions include:

(a) absolute and valid sale of receivables to an SPDE (with defined purposes and activities) in trust for the investors;

(b) reliance by the investors on the performance of the assets for repayment – rather than the credit of the originator (or the SPDE);

(c) consequent to the above, 'bankruptcy remoteness' of the SPDE from the originator;

(d) administration of the assets, including continuation of relationships with obligors.

2.2 BRIEF DESCRIPTION OF THE TRANSACTION

(a) Originator has entered into Rental Agreement in relation to Underlying Assets with Obligor on terms and conditions contained in the Rental Agreement.

(b) All the amounts payable by the Obligor to the Assignor / Originator under the Rental Agreement and as may be described in the Assignment Deed including, overdue payments, overdue charges, default charges (if any), reimbursement of costs (if any), termination amounts and any other payments as the terms and conditions of the Rental Agreement are intended to be aggregated and collated into a pool of Receivables.

(c) In terms of the Assignment Deed, the Assignor proposes to sell, transfer and assign the Receivables together with the corresponding interests, rights and benefits of the Assigned Assets of the Assignor, in favour of Prosperity Asset 6 Trust. This trust is settled under the Indian Trusts Act, 1882 by the Trustee, for the purpose of:
(i) securitisation of the Assigned Assets;
(ii) Issue of the Series 1 PTCs;
(iii) Receipt of Subscription Amount and allotment of the Series 1 PTCs to the Investors; and
(iv) Making payments to the Investors as per this Information Memorandum.

(d) Issue is authorised by the Trust Deed dated 14 July 2023 read with the resolution dated

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04th August, 2023 passed by the board of trustee of the Trust and under applicable provisions of Securitisation Listing Framework.

(e) Prosperity Asset 6 Trust ("**Trust**"/ "**Issuer**") has been set up as a special purpose trust, settled by Mitcon Credentia Trusteeship Services Limited under a Trust Deed, to acquire the Receivables, for the benefit of Investors as property of the Trust in trust for and for the benefit of the Investors, who subscribe to the Series 1 PTCs issued by the Trust, acting through the Trustee.

(f) The objectives and permitted activities of the Trust, acting through the Trustee are as laid out in the section "**The Issuer"** of this Information Memorandum.

(g) *Objects of the Issue*

The issue proceeds received from the Investors for subscription to the Series 1 PTCs, will be used by the Trust, acting through the Trustee to pay consideration for the Assigned Assets to the Originator. The issue of the listed PTCs by the Trust of the Series 1 PTCs by the Trust is for an amount aggregating up to INR 4,90,23,800 (Rupees four crores ninety lakh twenty three thousand and eight hundred only). The Series 1 PTCs will be issued on terms and conditions as set out in this Information Memorandum. The Issue is being made pursuant to the provisions of the SEBI SDI Regulation and LODR Regulation. Subject to Applicable Law, the Trust proposes to utilize the proceeds raised from the Investors from subscription to the Series 1 PTCs ("**Net Proceeds**") towards payment of Purchase Consideration for the Assigned Assets to the Originator.

The Originator shall be responsible for all initial costs in relation to the securitisation transaction, including but not limited to the fees of the Trustee, the Rating Agency, the Designated Bank, Arranger, Registrar & Transfer Agent, the stamp duty payable on the Transaction Documents, printing and stationary, the fees of the legal counsel and the fees of any auditors appointed to inspect the pool of Receivables, the SEBI and the Exchange fees or any other payments to authorities for the purpose of the Issue. All costs, charges, fees and expenses that are associated with and incurred in relation to the diligence as well as preparation of the reports/certificates/documentation, including all out-of-pocket expenses towards legal or inspection costs, travelling and other costs, shall be solely borne by the Originator.

(h) The Originator will be appointed as the Servicer in relation to the Assigned Assets, and in that capacity the Servicer shall be entitled to collect (and undertake any enforcement proceedings in relation to) the Receivables for and on behalf of the Trust, acting through the Trustee in the manner as set out in the Servicer Agreement.

(i) After acquiring the Receivables, the Trust, acting through the Trustee will issue Series 1 PTCs to the Investors to be listed on the Exchange, in compliance with the provisions of the SEBI SDI Regulation and other Applicable Law.

(j) The Originator will provide or cause to be provided the Deed of Hypothecation in favour of the Trustee in relation to the Underlying Assets.

(k) The Investors shall be entitled to obtain Series 1 Yield. calculated on a 'Actual/365' basis and the expected amounts that may be paid on an Expected Pay-out Dare will be as per **Annexure 2** (*Expected Investor Pay-out*).

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(l) Claims or rights of the Investors to receive payment of the Receivables shall rank *pari passu inter se* and there shall be no difference in the rights, title, and interest between the Investors, irrespective of the date on which the Application money is paid by such Investors.

(m) Each Series 1 PTCs will evidence the Investors' respective *pro rata* share and undivided beneficial interest in the Assigned Assets on a *pari passu* basis with other Investors.

(n) The Series 1 PTCs have been assigned a provisional rating of Provisional [ICRA] BB+(SO) by ICRA, vide letter dated 4 August , 2023, along with rating rationale. The rating rationale of the Rating Agency is annexed to this Information Memorandum and marked as **Annexure 3**. However, this is an indicative rating and is contingent upon the receipt of final documents conforming to information already received.

(o) The following two agreements have been signed amongst the Trust acting through Trustee, the respective depositories and the Registrar & Transfer Agent:

(i) tripartite agreement amongst the Trust acting through Trustee, CDSL and the Registrar & Transfer Agent; and

(ii) tripartite agreement amongst the Trust acting through Trustee, NSDL and the Registrar & Transfer Agent.

2.3 PRINCIPAL TERMS OF THE TRANSACTION

Originator	Vriksh Advisors Private Limited
Trustee	Mitcon Credentia Trusteeship Services Limited
Trust/ Issuer	Prosperity Assets 6 Trust
Trust Fund	the initial contribution to the Trust of Rs. 1,000/- (Rupees One Thousand only) and all other contributions received by the Trustee, including the Subscription Amounts received from the Investors for subscription to the Series 1 PTCs issued to them by the Trust and all amounts deposited with the Trust on realization of the Assigned Assets, from time to time in accordance with the agreed collection and pay-out mechanism, and all investments representing the same and all income arising therefrom whether by way of interest, fees, or otherwise.
Series 1 PTCs	certificates to be issued by the Trust, as per the terms of the Trust Deed, to the Applicant to be listed on the Exchange as securitised debt instruments under the SEBI SDI Regulation, pursuant to which the Investors become Beneficiaries of the Trust, which certificates acknowledge the Investors' interest in the Receivables and entitle the Investors to receive the Final Pay-Out on the Series I Maturity Date.
Trust Deed	the declaration of trust, pursuant to the Trust Deed which is registered as per the Registration Act, 1908), executed by the Trustee acting in its capacity as both Trustee and Settlor of the Trust pursuant

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	to which the Trust has been established.
Collection and Pay-out Account/CPA/Issuer Account	an account under the name of the Trust, opened and maintained by the Trustee with the Designated Bank and operated under the signature of the Trustee into which the Receivables (actual amount as per **Annexure 2** *(Expected Investor Pay-out)* herein and such other amounts paid by the Obligor as Receivables will be deposited. The amounts must be deposited in the Collection and Pay-out Account at least 2 (two) days prior to the Expected Pay Out Date. The amounts deposited will be inclusive of GST, and TDS deduction (if any) will be in accordance with the provisions of the Income Tax Act, 1961. It is clarified that all monies lying to the credit of this account from time to time shall be held by the Trustee in trust and for the benefit of the Beneficiaries. It is clarified that any change arising on account of changes in tax or regulatory framework in relation to the said Receivables would be met out of the Collection and Pay-out Account unless the said expenses relate to a charge prior to the date of assignment of the Receivables, and all such payments shall be to the account of the Trust and shall accordingly reduce the payments to the Beneficiaries. Further, it is understood and acknowledged that: (i) on deduction of tax at source ("TDS") from the payment of the Receivables made by the Obligor(s) , the Assignor will, in consideration for subsequently availing of the benefit of the TDS credit, make payment of the amount of TDS into the Collection and Payment Account which will be used for distribution to the Investors. Such payment will be made by the Assignor during the Collection Period preceding each Expected Payout Date; and; (ii) only against actual deduction of TDS by the Obligors on payments collected by the Seller would the Seller be required to make payment of the amount of TDS. The Seller has no obligation to make any such payment if the Obligors default in making payments or make payment without TDS.
Underlying Assets/ Equipment	means the assets listed in Schedule I of the Assignment Deed owned by the Originator and rented to the Obligor pursuant to Rental Agreement.
Obligor/Rentee	Praba's Vcare Health Clinic Private Limited is the lessee under the Rental Agreement in relation to the Underlying Assets.
Transaction Value	INR 4,90,23,800 (Rupees four crores ninety lakh twenty three thousand and eight hundred only).
Expected Record Date	means, in the 5th day prior to the Expected Pay-Out Date.
Final Record Date	means, in the 5th day prior to the Series 1 Final Maturity Date
Record Date	means any Expected Record Date or Final Record Date.
Receivables	means the amounts payable to the Originator, by the Obligor on and from the Effective Date of the lease, pursuant to the Rental Agreement, including, rental payments (and future rental payments),

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	and any amount which are entitled to be deducted towards TDS (whether actually deducted or not), payments arising on account of indemnities, any outstanding receivables due from the Obligor after the Effective Date and rights, title and interest under or pursuant to other Underlying Documents, but excluding the amounts payable in relation to insurance payments (if any), the security deposit (if any, present and future) from the Obligor, which shall not be a part of the Receivables. The details of the Receivables will be more particularly provided in Annexure 1 (*Details of the Receivables*) hereto.
Rental Agreement	an agreement entered into between the Originator and each Obligor (as amended, modified and altered from time to time) more particularly set out in Schedule II (*Rental Agreement*) of the Assignment Deed, setting out the terms and conditions on which the Originator has agreed to lease the Underlying Assets to the Obligor and "**Rental Agreement**" shall mean all such agreements collectively.
Rental Payments	all amounts payable to the Originator under the Rental Agreement on and from the Effective Date.
Rental Payment Commencement Date	the date set out for the Rentee in the Assignment Deed, on which all the amounts are payable by the Obligor to the Assignor under the respective Rental Agreement.
Disclosure on Key Pool Features and Composition	100% of the pool of assets comprises of Receivables from the Rental Agreement executed with the Obligor in relation to the identified Underlying Assets.
Collection Period	the Receivables under the Rental Agreement are due and payable by the Obligor on a monthly basis under the terms of the Rental Agreement and each collection period will accordingly have a duration of 1 (one) month.
Assignor	Vriksh Advisors Private Limited
Servicer	Vriksh Advisors Private Limited
Servicer fee and Incentives	Rs. 1000 (Rupees One Thousand only) which will be paid at the end of the tenure.
Legal Counsel to the Issue	Apogee Law Offices, having its office at A-193, Second Floor, Defense Colony, New Delhi – 110 024.
Designated Bank	any Scheduled Commercial Bank, as defined under the Banking Regulation Act, 1949
Swap	NA
Clean-Up Call Option	the Originator shall retain the right but not the obligation to purchase the Receivables assigned to the Trust if the residual value of the Receivables is 10 % (ten percent) of the Transaction Value or lesser at the principal amount price or the last trading value.
Details of Listing	1. **Timing of listing:** The Series PTCs are proposed to be listed on Exchange within a maximum period of 4 (four) Working Days from the Issue Closing Date of the Series 1 PTCs.

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	2. **Conditions of remaining listed:** The Trust shall ensure that the Series 1 PTCs are in compliance with the SEBI SDI Regulation, as amended from time to time and the LODR Regulation, as amended from time to time. 3. **Consequences of de-listing:** Subject to the Applicable Law, in the event the **Series** 1 PTCs are de-listed, the Investors shall be given reasonable opportunity by the Trust to relinquish the Series 1 PTCs.
Rating Agency	ICRA
SEBI SDI Regulation	Securities and Exchange Board of India (Issue and Listing of Securitised Debt Instruments and Security Receipts) Regulations, 2008
SEBI Listing Framework	shall mean the Securities and Exchange Board of India (Issue and Listing of Securitised Debt Instruments and Security Receipts) Regulations, 2008 as amended from time to time read together with the Master Circular for issue and listing of Non-convertible Securities, Securitised Debt Instruments, Security Receipts, Municipal Debt Securities and Commercial Paper" bearing reference number SEBI/HO/DDHS/PoD1/P/CIR/2023/119 dated August 10, 2021 (updated till April 13, 2022) and as amended, restated, updated, supplemented or modified from time to time and Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 as amended from time to time
Day Count Convention	Actual /365
Minimum Subscription Lot	1 (One) Series 1 PTC and thereafter in integral multiples of 1 (One)
Face Value of each Series 1 PTCs	Rs. 1,35,800 (Rupees one lakh thirty five thousand eight hundred only)
Initial Rating	Provisional[ICRA]BB+(SO) by ICRA
Series 1 Final Maturity Date / Maturity Date	24 (twenty four) months from the Effective Date.
Series 1 Yield/ Series 1 Senior Tranche Yield	1. Gross pre-tax yield of approx. 14.68% per annum (quarterly compounded) that results in a gross pre-tax IRR of 15.53 % on the Series 1 Final Maturity Date. 2. The amount of yield in **Annexure 2** (*Expected Investor Pay-out*) is calculated on an “Actual/ 365” basis. 3. In the event of an early redemption, the return on the Series 1 PTCs may be different from the return set out in Annexure 2 (*Expected Investor Pay-outs*). Therefore, the total interest paid to the PTC holders might be different than the amount presented in Annexure 2 (*Expected Investor Pay-outs*).

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Expected Payment Schedule	**Annexure 2** hereto
Portfolio Audit	100% (hundred percent) of the Receivables and Rental Agreement are subject to audit.
Eligibility Criteria for the Receivables	1. Rental Agreement to generate identifiable cash flow. 2. Originator has a valid and enforceable interest in the Receivables. 3. Receivables are free from any encumbrance or impediment to transfer.
Minimum Holding Period	NA
Minimum Retention Requirement	NA
Transaction Documents	1. the Assignment Deed; 2. the Trust Deed; 3. the power of attorney issued by the Originator to the Trustee to enable the Trustee to perfect its right, title and interest in relation to the Assets; 4. the deed(s) of hypothecation in relation to the hypothecation of the Underlying Assets in favour of the Trust; 5. the Servicer Agreement; 6. the Information Memorandum; 7. the Rental Agreement executed between the Originator and the Obligor; and 8. any other document that the Trustee may designate as a transaction document.
Applicable Law and Jurisdiction	The Series 1 PTCs shall be governed by the laws of India. The courts and tribunals at Mumbai shall have exclusive jurisdiction to settle any dispute arising out of the issuance of the Series 1 PTCs
Operational Timelines	1. T-20: Deposit of quarterly collections of Receivables from the Obligor into the collection and Pay-out Account. 2. T-19: Submission of collection report by the Servicer to the Trustee. 3. T-18: Record Date and Pay-out Date intimation. 4. T-3: Record Date. 5. ***T: Expected Pay-out Date.***
Waterfall Mechanism	On the Expected Pay-out Date, Receivables realised from the Obligor (including overdue interest, if any) deposited in the Collection and Pay-out Account shall be utilised in the following manner: (a) Firstly, for the payment of all statutory and regulatory dues (if any) in relation to the Series 1 PTCs;

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	(b) Secondly, for (b) any fees or expenses incurred or payable by the Trustee in relation to the obligations and duties contained in the Transaction Documents, including any payments made to any Servicer (including Servicing Fee) as may be required under the terms of the Transaction Documents. This will include the costs relating to any legal advice, legal proceedings, the cost of advocates, solicitors and counsel, any expenses incurred by the Trustee or any funds payable to the Rating Agency, auditor, banks; (c) Thirdly, for allocation towards the notional amounts to be paid as per calculation of Series 1 Yield to the Investors; (d) Fourthly, for allocation towards notional amounts of the Expected Pay-out to be paid as principal to the Investors; and (e) Fifthly, after the aggregate amounts set out under Annexure 2 (*Expected Investor Pay-out*) up to the relevant Expected Pay-out Date are paid to the Investors, for the payment of any surplus amounts lying to the credit of the Collection and Pay-out Account, to the Residual Beneficiary within a period of 7 (seven) Business Days from the relevant Expected Pay-out Date. In the event of a Prepayment, the Receivables due from the Obligor will be discounted at a rate as agreed between the Originator and the Rentee, but will be paid to the Investors at the promised Series 1 Yield. Notwithstanding anything to the contrary contained in the Transaction Documents, in case of delay in listing of the Series 1 PTCs beyond 3 (three) Working Days from the Issue Closing Date, the relevant Investors will be paid penal interest calculated on the principal outstanding of the Series 1 PTCs at the rate of 1% (one percent) per annum which shall be payable over and above the Series 1 Yield rate from the Issue Closing Date until the listing of Series 1 PTCs, from the monies deposited in the Collection and Pay-out Account. It is clarified that that interest and principal is only expected to be paid to the PTC holders on each Expected Pay-out Date and is only due and payable on the Series 1 Final Maturity Date. Any shortfalls in the payment of the expected principal or interest will be carried forward as payment in arrears and will be paid out on a future Final Pay-out Date as and when there are sufficient amounts to meet the shortfall, in accordance with the Waterfall Mechanism for Pay-Outs.

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2.4 PRINCIPAL TERMS OF THE SERIES 1 PTCS

Issue Opening Date for the Series 1 PTCs	11 August 2023
Issue Closing Date for the Series 1 PTCs	11 August 2023
Deemed Date of Allotment	11 August 2023
No. of Series 1 PTCs	361
Price Per Series 1 PTC	INR 135,800 (Indian Rupees One Lakh Thirty Five Thousand and Eight Hundred Only)

2.5 RATINGS

The Rating Agency has assigned provisional rating for the Series 1 PTCs along with rating rationale as annexed in Annexure 3. This rating is indicative/ provisional in nature. The final rating letter will be received from the Rating Agency confirming the provisional rating / revised rating in relation to the Series 1 PTCs after the Information Memorandum is issued to the Investors. The rating is not a recommendation to subscribe to or purchase, hold or sell or redeem the Series 1 PTCs in as much as the ratings do not comment on 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 credit rating will not be lowered or withdrawn entirely by the Rating Agency.

CHAPTER 3: THE TRANSACTION STRUCTURE

3.1 TRANSACTION STRUCTURE

(a) Vriksh Advisors Private Limited is the Originator, and Assignor and is also acting as the Servicer for the issuance of Series 1 PTCs. The Assignor is desirous of assigning to and in favour of the Trustee, the Receivables arising under the Rental Agreement, together with all rights, title and interest in the Rental Agreement and related Transaction Documents altogether with the security interest, if any, and all other rights, title and interests in respect thereof and the Trustee is desirous of purchasing the same upon the terms and subject to the conditions mentioned in the Assignment Deed. Receivables under the Rental Agreement which have been identified for assignment, have a quarterly payment frequency.

(b) The Originator shall assign the Receivables together with other rights, benefits, and interests in relation thereto to the Trust, acting through the Trustee, for the benefit of the Investors.

(c) The Trust, acting through the Trustee will purchase the Receivables from the Originator, using the subscription money received from the Investors to issue the Series 1 PTCs, and upon acquisition of the Receivables issue the Series 1 PTCs to the Investors who have subscribed to the Series 1 PTCs.

(d) The Series 1 PTCs shall entitle the Investors to the Final Pay-out.

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(e) The Series 1 PTCs issued by the Trust shall represent the undivided beneficial interest of the holder thereof in the Assigned Assets.

(f) The Series 1 PTCs to be issued by the Trust has a provisional rating of ICRA BB+(SO) from ICRA. The aforesaid rating of the Series 1 PTCs by ICRA has been provided vide letter dated 04h August 2023, along with the rating rationale. The rating rationale of the Rating Agency is annexed to this Information Memorandum and marked as **Annexure 3**.

(g) Mitcon Credentia Trusteeship Services Limited acting as the Trustee shall monitor the overall transaction on behalf of the Beneficiaries of the Trust (being the investors in the Series 1 PTCs) and shall be responsible for performing various actions to protect the interest of the Beneficiaries.

(h) The Trustee will open and operate the Collection and Pay-out Account and enforce the Deed of Hypothecation in the circumstances and in the manner as will be provided in the Transaction Documents.

(i) The Originator shall be responsible for all initial costs in relation to the securitisation transaction, including but not limited to the fees of the Trustee, the Rating Agency, the Designated Bank, Arranger, Registrar & Transfer Agent, the stamp duty payable on the Transaction Documents, printing and stationary, the fees of the legal counsel, recovery expenses fund and the fees of any auditors appointed to inspect the pool of Receivables, SEBI and the Exchanges fees, for the purpose of the Issue. All costs, charges, fees and expenses that are associated with and incurred in relation to the diligence as well as preparation of the reports/certificates/documentation, including all out-of-pocket expenses towards legal or inspection costs, travelling and other costs, shall be solely borne by the Originator.

(j) The Originator will be appointed as the Servicer in relation to the Assigned Assets vide the Servicer Agreement to be executed on or around 11th August, 2023. The Servicer shall ensure that the Obligor deposits the quarterly collections of Receivables from the Obligor into the Collection and Pay-out Account at least 20 (twenty) days prior to the Expected pay-out Date. Out of the quarterly collections received from the Servicer, payments as specified hereinafter are payable to the Investors on the Series 1 Final Maturity Date, subject to the aforementioned obligation, the Issuer shall have the right but not the obligations to make the payments as are set out in **Annexure 2** (*Expected Investor Pay-out*) various dates as specified therein.

(k) The Servicer shall prepare the Quarterly Report in relation to the collections and the outstanding dues and make the same available to the Trustee at least 19 (Nineteen) days prior to each Pay-out Date.

(l) The Servicer shall not be entitled to any fees for the performance of various functions and activities as the Servicer other than as specifically set out in the Servicer Agreement and shall act as the Servicer in accordance with the provisions of the Servicer Agreement.

(m) the Expected Pay-out has been arrived at based on the Rental Payments from the Obligor, and the same shall be paid to the Beneficiaries on the Series 1 Final Maturity Date. The Issuer may (as a right of the Issuer but not as an obligation to the Investors) pay the amounts set out under Annexure 2 (*Expected Investor Pay-out*), on an Expected

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Pay-out Date. Where the Series 1 Final Maturity Date or an Expected Pay-out Date, is not a Business Day, the payment will be made, subject to the terms of this Information Memorandum, on the immediately preceding Business Day.

(n) The Pay-outs for the Series 1 PTCs have been detailed in **Annexure 2** (*Expected Investor Pay-out*).

(o) After the Final Pay-out is made to the Investors, the balance amounts lying in the Collection and Pay-out Account and all right title and interest in relation thereto shall belong to the Originator.

3.2 INSTRUMENTS ON OFFER

Each Series 1 PTC represents a proportionate undivided beneficial interest of the Investor in the Assigned Assets as specified in this Information Memorandum and will be issued pursuant to the various Transaction Documents entered into by and between different parties to this transaction of securitisation. The Series 1 PTCs do not represent an interest or obligation of the Trustee, the Originator (other than to the limited extent of the Deed of Hypothecation provided by the Originator), the Servicer or any of their respective affiliates nor are the Series 1 PTCs or the Receivables insured or guaranteed by the Trustee, the Originator (other than to the limited extent of the Deed of Hypothecation by the Originator and the Deed of Hypothecation provided by the Originator), the Servicer or any of their respective affiliates.

3.3 EXPECTED PAY-OUT DATES

The Servicer shall ensure that the Obligor deposits the quarterly collections of the Receivables into the into the Collection and Pay-out Account (at least 20 (twenty) days prior to the relevant Pay-out Date). From the Rental Payments received from the Obligor, the Issuer may, as a right but not an obligation, make the Expected Pay-out to the Beneficiaries on the Expected Pay-out Date, or if such day is not a Business Day, the immediately preceding Business Day.

3.4 PAYMENT OF YIELD

The Series 1 Yield payable to the Investors shall be 14.68 % per annum (compounded quarterly) on a pre-tax basis such that the Investors receive a maximum gross pre-tax IRR of 15.53 % on the Series 1 PTCs, payable on the Series 1 Final Maturity Date. The amount of yield in Annexure 2 (*Expected Investor Pay-out*) is calculated on an 'Actual/365' basis and the amount that may be paid will be as per Annexure 2 (*Expected Investor Pay-out*) irrespective of Expected Pay-out Date.

3.5 NO RECOURSE

(a) Once the assignment of Receivables is completed by executing the Assignment Deed, there will be absolutely no further recourse to the Originator (other than to the limited extent of the Deed of Hypothecation) or to the Trust, acting through the Trustee.

(i) If within 120 (one hundred and twenty) days from the date of execution of the Assignment Deed, any of the representations and warranties made by the Originator in the Transaction Documents in relation to the Receivables, is found to be false in any respect and if such misrepresentation has not been rectified by the Originator within 30 (thirty) days of notice of the non-fulfilment given by the Trust to the Originator, the

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Trust has a right under the Transaction Documents, in terms thereof, to demand from the Originator either) substitute the Receivables in respect of which there is a misrepresentation with any other receivables, which, in the opinion of the Trustee, are similar to the substituted Receivables as to the payment obligations; or to repurchase those Receivables by credit to the Collection and Pay-out Account of an amount equal to the Purchase Consideration minus the amounts already paid to the Beneficiaries under the terms of this Information Memorandum.

3.6 CASH FLOW APPROPRIATION AND DISTRIBUTION

(a) Collection of Instalment

The Trust shall open the Collection and Pay-out Account with the Designated Bank and the same shall be maintained and operated by the Trustee. The Servicer shall ensure that the Obligor deposits the quarterly collections of Receivables and all such amounts (including upon enforcement or as overdues) into the Collection and Pay-out Account at least 20 (twenty) days prior to the relevant Pay-out Date. In case such a day is not a Business Day, then the required amounts shall be remitted to the Collection and Pay-out Account on the immediately preceding Business Day.

(b) Investor Pay-outs determination

(i) The Quarterly Report for each month will be submitted by the Servicer to the Trustee no later than 19 (nineteen) days prior to the relevant Pay-out Date in the subsequent calendar month. At least 19 (nineteen) days prior to relevant Pay-out Date, the Trustee will determine the Pay-outs to be paid on the Pay-out Date to the Beneficiaries on the basis of the Quarterly Report.

(ii) All payments will be made only to the registered Beneficiaries with the Registrar & Transfer Agent as on the Record Date.

3.7 WATERFALL MECHANISM

On the Expected Pay-out Date, Receivables realised and the Prepayment proceeds (if applicable and as on the Prepayment Date) from the Obligor (including overdue interest, if any) deposited in the Collection and Pay-out Account shall be utilised in the following manner:

(a) Firstly, for the payment of all statutory and regulatory dues (if any) in relation to the Series 1 PTCs;

(b) Secondly, for any fees or expenses incurred or payable by the Trustee in relation to the obligations and duties contained in the Transaction Documents, including any payments made to any Servicer (including Servicing Fee) as may be required under the terms of the Transaction Documents. This will include the costs relating to any legal advice, legal proceedings, the cost of advocates, solicitors and counsel, any expenses incurred by the Trustee or any funds payable to the Rating Agency, auditor, banks;

(c) Thirdly, for allocation towards the notional amounts to be paid as per calculation of Series 1 Yield to the Investors (including any unpaid expected amounts in respect of the Series 1 Yield pertaining to earlier Collection Periods);

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(d) Fourthly, for allocation towards notional amounts of the Expected Pay-out to be paid as principal to the Investors (including any unpaid expected amounts in respect of the principal pertaining to earlier Collection Periods); and

(e) any Prepayment Proceeds will be utilised for accelerated payment/prepayment of principal;

(f) Fifthly, after the aggregate amounts set out under Schedule 2 (Expected Investor Pay-out) up to the relevant Expected Pay-out Date are paid to the Investors, for the payment of any surplus amounts lying to the credit of the Collection and Pay-out Account, to the Residual Beneficiary within a period of 7 (seven) Business Days from the relevant Expected Pay-out Date.

In the event of a Prepayment, the Receivables due from the Obligor will be discounted at a rate as agreed between the Originator and the Rentee but will be paid to the Investors at the promised Series 1 Yield.

Notwithstanding anything to the contrary contained in the Transaction Documents, in case of delay in listing of the Series 1 PTCs beyond 3 (three) Working Days from the Issue Closing Date, the relevant Investors will be paid penal interest calculated on the principal outstanding of the Series 1 PTCs at the rate of 1% (one percent) per annum which shall be payable over and above the Series 1 Yield rate from the Issue Closing Date until the listing of Series 1 PTCs, from the monies deposited in the Collection and Pay-out Account.

It is clarified that that interest and principal is only expected to be paid to the PTC Holders on each Expected Pay-out Date and is only due and payable on the Series 1 Expected Maturity Date.

Any shortfalls in the payment of the expected principal or interest will be carried forward as payment in arrears and will be paid out on a future Expected Pay-out Date as and when there are sufficient amounts to meet the shortfall, in accordance with the Waterfall Mechanism for Pay-Outs.

3.8 METHOD OF PAYMENT

All payments by the Trustee to the Investors shall be made by eNACH mechanism.

3.9 REPRESENTATIONS AND WARRANTIES

The Originator shall make all the representations and warranties in relation to the Assigned Assets as are standard and customary in relation to such transactions.

3.10 EFFECT OF DELINQUENCIES

For the instrument under consideration, since pool specific credit enhancements are not available for shortfalls in collection caused on account of delinquency, the returns on the Series 1 PTCs will be affected in case of any delinquencies. There is, however, no assurance that the actual delinquencies of the contracts under consideration will conform to the historical rates.

3.11 QUARTERLY REPORTS

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The Servicer shall submit quarterly monitoring reports ("**Quarterly Reports**") on the pool at least 19 (nineteen) days prior to any relevant Pay-out Date to the Trust, Rating Agency and the Trustee, which reports shall cover details in relation to the collections and shall set out *inter alia* the following information:

(a) billed amount to the Obligor during the period;
(b) actual collections from the Obligor towards this billed amount;
(c) aging analysis of overdues;
(d) receipt of any termination amount from the Obligor and amounts obtained therefrom;
(e) any other information relating to the Receivables that the Trustee may reasonably request;
(f) revised cashflow schedule(s) and
(g) outstanding rating of the Originator and the Servicer.

3.12 DISCLOSURES PURSUANT TO SEBI SDI REGULATION

(a) The investments in the Series 1 PTCs do not represent deposits or other liabilities of the Originator, Servicer, Obligor, Trust or the Trustee and the said investment in the Series 1 PTCs are not insured.

(b) The Trustee/ Originator/ Servicer/ Trust/Obligor do not guarantee the capital value of the PTCs and/or the performance of the Series 1 PTCs issued or the collectability of the Receivables.

(c) The investment in the Series 1 PTCs by the investors can be subject to investment risk, credit risk, possible delays in payment and loss of income and principal invested**.**

3.13 OTHER REGULATORY AND STATUTORY DISCLOSURE

Authorization for the Issuer

The Issue has been authorized vide Trust Deed read with the resolution passed by the board of trustee of the Trust.

Listing: Proposed to be listed on the Exchange

The Series 1 PTCs to be to be offered through this Information Memorandum are proposed to be listed on the Exchange.

Subject to Applicable Law, in the event the Series 1 PTCs are de-listed, the Investors shall be given reasonable opportunity by the Trust to relinquish the Series 1 PTCs.

Consents (receipt of consents from various parties)

Consents in writing of Arranger, Rating Agency, Rentee, Designated Bank, Registrar & Transfer Agent, Originator's auditor, statutory auditor of the Trust, has been/ will be obtained before filing of the Information Memorandum with the Exchange as required under the SEBI SDI Regulation

Issue Related Expenses, Fees, and Other Expenses

The Originator shall be responsible for all initial costs in relation to the securitisation

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transaction, including but not limited to the fees of the Trustee, the Rating Agency, the Designated Bank, Arranger, Registrar & Transfer Agent, the stamp duty payable on the Transaction Documents, printing and stationary, the fees of the legal counsel and the fees of any auditors appointed to inspect the pool of Receivables, the SEBI and the Exchange fees or any other payments for the purpose of the Issue. All costs, charges, fees and expenses that are associated with and incurred in relation to the diligence as well as preparation of the reports/certificates/documentation, including all out-of-pocket expenses towards legal or inspection costs, travelling and other costs, shall be solely borne by the Originator.

Underwriting

The issue is not proposed to be underwritten.

Mechanism for redressal of Investor grievance

SKI Capital Services Limited has been appointed as the Registrar & Transfer Agent to ensure that the Investor grievances are handled expeditiously and satisfactorily and to effectively deal with Investor complaints.

All grievances relating to the Issue may be addressed to the Registrar & Transfer Agent and Compliance Officer of the Trustee giving full details such as name, address of the Applicant, number of PTCs applied for, etc.

We estimate that the average time required by us or the Registrar & Transfer Agent for the redressal of routine Investor grievances will be 3 (three) Business Days from the date of receipt of the complaint. In case of non-routine complaints and complaints where external agencies are involved, we will seek to redress these complaints as expeditiously as possible.

Fees and Expenses

All costs, charges, fees and expenses that are associated with and incurred in relation to the diligence as well as preparation of the reports/certificates/documentation, including all out-of-pocket expenses towards legal or inspection costs, travelling and other costs, shall be solely borne by the Originator.

Transfer of the PTCs

In relation to the transfer of a PTC from an Investor to any other person (hereinafter referred to as secondary purchasers), such secondary purchaser acknowledges that they are aware of the payments made by the Issuer prior to the date of such transfer in accordance with the terms of this Information Memorandum and the amounts expected to be received on the Series 1 Final Maturity Date.

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CHAPTER 4: APPLICATION / ALLOTMENT PROCEDURE

4.1 OFFER

The Issue is being made by way of a private placement, pursuant to the provisions of Securitisation Listing Framework and other Applicable Law. The Issue is of up to 361 (Three hundred sixty one) Series 1 PTCs for cash at a price of Rs. 1,35,800 (Rupees one lakh thirty five thousand eight hundred only) per Series 1 PTC aggregating up to INR 4,90,23,800 (Rupees four crores ninety lakh twenty three thousand and eight hundred only) is authorised pursuant to the Trust Deed.

4.2 PERCENTAGE OF OFFER SIZE AVAILABLE FOR ALLOTMENT

100% (one hundred percent) of the offer size shall be available for allotment to the Investors.

4.3 MODE OF ALLOTMENT

Allotment in relation to the allotees will be in dematerialized form only.

4.4 MINIMUM SUBSCRIPTION LOT

Each Application should be for a minimum of 1 (One) Series 1 PTC, and thereafter in integral multiples of 1 (One). The minimum Application size for each application for Series 1 PTC would be Rs. 1,35,800 (Rupees One lakh thirty five thousand eight hundred only).

4.5 TRADING LOT

The PTCs shall be allotted only in dematerialized form. The trading of the PTCs shall be in dematerialised form only. Since trading of the PTCs is in dematerialised form, the tradable lot is 1 (one) PTC.

4.6 WHO CAN APPLY

An Application for the Series 1 PTCs may be made only by the person to whom this Information Memorandum has been sent by the Issuer. Neither any Application nor this Information Memorandum is transferable by the party who receives the same. In order to subscribe to these PTCs or to purchase them in the secondary market the Applicant must qualify under any of the following categories:

- Resident Individuals or Hindu Undivided Family through the Karta;
- Trust including public private charitable/religious trusts which are authorised to invest in the PTCs;
- Limited Liability Partnerships formed and registered under the provisions of the Limited Liability Partnership Act, 2008 (No. 6 of 2009);
- Partnership Firm(s) in the name of Partners;
- Portfolio Managers and Foreign Portfolio Investor(s);
- Association of Persons;
- Companies and Bodies Corporate including Public Sector Undertakings;
- Commercial Banks/ Regional Rural Banks / Financial Institutions;
- Mutual Funds registered with SEBI;
- Insurance Companies; and

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- Alternative Investment Funds (AIF).

and any other Applicant eligible to subscribe to the Series 1 PTCs under Applicable Law.

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

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

4.7 ISSUE PROGRAM

The subscription list will open at the commencement of the banking hours and close on the days mentioned below:

Issue Schedule	
Issue Opening Date	11 August 2023
Issue Closing Date	11 August 2023
Deemed Date of Allotment	11 August 2023

4.8 SUBMISSION OF APPLICATIONS

(a) Investors are required to subscribe by submitting a completed Application Form, in the format annexed as **Annexure 5** to this Information Memorandum, along with the Subscription Amount for the PTCs applied for, to the Trust/Issuer.

(b) All Applications for the PTCs must be in the prescribed application forms and must be completed in BLOCK LETTERS in English. Application Forms, duly completed, must be delivered together with the cheque / demand draft payable high value at least on the Issue Closing Date at the offices of the Trustee. The Investors must make such payment by RTGS, IMPS or NEFT such that the credit is received no later than 6:00 p.m. on the Issue Closing Date.

(c) All Application Forms must be accompanied by duly attested / certified true copies of the following:

(i) Memorandum and Articles of Association / Trust Deed / Byelaws / other documents of constitution, as the case may be of the investing entity;
(ii) Resolution of the appropriate authority of the investing entity, authorising the investment;
(iii) Names and specimen signatures of authorised signatories;
(iv) Power of attorney where applicable (Modifications / additions should be notified to the Registrar & Transfer Agent); and
(v) Tax exemption certificate for non-deduction of tax at source if exemption is sought.

4.9 TERMS OF PAYMENT

(a) The full amount due should be paid along with the completed Application Form at least on

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the Issue Closing Date. All payments by the Trustee to the Investors shall be made by RTGS, IMPS or NEFT mode. All such Investors, who are desirous of making payment through RTGS, IMPS or NEFT would have to remit the Subscription Amount by way of RTGS, IMPS or NEFT such that the credit is received no later than 6.00 p.m. at Mumbai on the Issue Closing Date.

(b) In case of payments by RTGS, IMPS or NEFT the same can be made as per the details mentioned below:

(i) Beneficiary Name: Prosperity Asset 6 Trust

(ii) Account No.: 000477000000024

(iii) Branch : Mittal Chamber, Nariman Point, Mumbai 400021; and

(iv) IFSC Code : YESB0000004

4.10 FICTITIOUS APPLICATIONS

Any Person who makes an Application in a fictitious name for subscribing to the Series 1 PTCs or otherwise induces a body corporate to allot or register any transfer of the Series 1 PTCs therein to them or any other Person in a fictitious name shall be liable for legal consequences of such action in addition to cancellation of the Application.

4.11 DEEMED DATE OF ALLOTMENT

The Deemed Date of Allotment would be the date on which the Subscription Amounts are received from investors.

4.12 BASIS OF ALLOTMENT

The allotment will be determined by the Trust at its discretion. Trust reserves the right to accept or reject any Application in full or in part without assigning any reason. In any event, an Application, not being in conformity with the provisions set out herein or by a person from whom the Application has not been sought for, shall be liable for rejection *prima facie***.**

4.13 REGISTER

The Registrar & Transfer Agent shall maintain a register of the PTCs issued and transferred from time to time. The PTCs will be transferable in dematerialised form in accordance with Applicable Law.

4.14 ISSUE PROCEEDS / SUBSCRIPTION AMOUNTS

The amounts raised from the Investors shall be paid into the Collection and Pay-out Account. The Issue proceeds would subsequently be transferred to the Originator as Purchase Consideration for the purchase of Receivables.

4.15 UNDER SUBSCRIPTION

In the event the Issue is not fully subscribed to before the Issuing Closing Date by the Investors, the Issuer at its sole discretion may allow any other Person(s) to subscribe to the unsubscribed Series 1 PTCs before the Issue Closing Date, subject to Applicable Law.

4.16 REJECTION OF THE LISTING

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The Trustee hereby undertakes that in the event Exchange to which an Application for listing is made under sub-section (2) of Section 17 A of the Securities Contracts (Regulation) Act, 1956 rejects listing permission or the Series 1 PTCs are not listed on Exchange within a maximum period of 3 (three) Working Days from the Issue Closing Date of the Series 1 PTCs, the Issuer shall refund Application moneys forthwith in terms of sub-section (3) of Section 17 A of the Securities Contracts (Regulation) Act, 1956.

4.17 REFUND OF APPLICATION MONIES

The Trustee confirms that in the event the Assignment Deed is not executed for any reason whatsoever, post the deposit of the Application monies, the Trustee shall refund such Application monies to the respective Investors to the extent of their entitlement. Pursuant to paragraph 20 of Schedule V of the SEBI SDI Regulation, in the event of delay beyond 8 (eight) days from finalisation of Allotment in making such refund, the Issuer and its directors and trustees shall be liable jointly and severally to repay the Application moneys together with interest at 15% (fifteen per cent) per annum.

4.18 OVER SUBSCRIPTION

Pursuant to paragraph 20 of Schedule V of the SEBI Public SDI Regulation, in the event of oversubscription, the excess Application moneys shall be refunded forthwith to unsuccessful and partially successful Applicants and in the event of delay beyond 8 (eight) days from finalisation of the Basis of Allotment in making such refund, the Issuer and its directors or trustees shall be liable jointly and severally to repay the Application moneys together with interest at 15% (fifteen per cent) per annum.

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CHAPTER 5: THE RECEIVABLES

5.1 DEFINITION

Receivables means the amounts payable to the Originator, by the Obligor on and from the Effective Date of the lease, pursuant to the Rental Agreement, including, rental payments (and future rental payments), and any amount which are entitled to be deducted towards TDS (whether actually deducted or not), payments arising on account of indemnities, any outstanding receivables due from the Obligor after the Effective Date and rights, title and interest under or pursuant to other Underlying Documents, but excluding the amounts payable in relation to insurance payments (if any), the security deposit (if any, present and future) from the Obligor, which shall not be a part of the Receivables. The details of the Receivables will be more particularly provided in Annexure 1 (*Details of the Receivables*) hereto.

5.2 POOL SELECTION CRITERIA

Receivables which have been identified for securitisation comply with the following criteria:

(a) All the Underlying Documents of the pool are sourced, in compliance with reference to the SEBI SDI Regulation;
(b) The Originator has not initiated nor proposes to initiate legal/repossession proceedings against the Obligor as on the Effective Date.
(c) All Receivables in the pool have been originated by Vriksh Advisors Private Limited and are currently being serviced by Vriksh Advisors Private Limited;
(d) Receivables in the final selected pool are free from all encumbrances as on the date of this Information Memorandum;
(e) Originator had a valid and enforceable interest in the Receivables; and
(f) Underlying Documents generate identifiable cash flow.

5.3 POOL CHARACTERISTICS

The characteristics of the pool are as described in the rating rationale issued by the Rating Agency and annexed as **Annexure 3** hereto.

5.4 COLLECTION AND PAY-OUT MECHANISM

The Servicer would ensure that the Obligor deposits the quarterly collections of Receivables into the Collection and Pay-out Account. Out of the quarterly Rental Payment received, as specified in this Information Memorandum, the Servicer shall ensure that the Obligor deposits the quarterly collections of Receivables into the Collection and Pay-out Account (as least 20 (twenty) days prior to the relevant Pay-out Date). If a Pay-out Date is not a Business Day, the Pay-out Date shall be deemed to be the immediately preceding Business Day.

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CHAPTER 6: PARTIES TO THE TRANSACTION AND RESPECTIVE ROLES

6.1 PROFILE OF THE ORIGINATOR / SERVICER/ASSIGNOR

Name, description, principal business activities and brief history of operation of the Originator

Originator was incorporated as 'Riverhead Advisors Private Limited' at New Delhi as a private limited company in accordance with the provisions of the erstwhile Companies Act, 1956, pursuant to a certificate of incorporation dated July 31, 2008, issued by the Registrar of Companies, NCT of Delhi and Haryana. Thereafter, the name of the Originator was changed to 'Vriksh Advisors Private Limited' vide special resolution dated January 05, 2009, and a fresh certificate of incorporation consequent to name change was issued on January 14, 2009 by Registrar of Companies, NCT of Delhi and Haryana.

Vriksh Advisors Private Limited, with company identification number U74120DL2008PTC181602, and its registered office at 13, Paschimi Marg, Vasant Vihar, New Delhi 110057.

*The Originator is engaged in the business of acquiring and dealing in the unguaranteed residuary interest (hereinafter referred to as "**Unguaranteed RV**") arising out of movable assets which are leased/ rented by the Originator to its identified customers. Such movable assets are leased by the Originator to the customers on an operating lease basis for a mutually agreed period. Concurrently (or in a continuous and as early as possible sequence) with the lease of assets, the Originator assigns all or a significant portion of the lease rent receivable by the Originator from its customers on a non-recourse basis to third parties who are willing to purchase such lease rent receivables. On sale/ assignment of the lease rent, the third-party purchaser pays to the Originator a discounted value of the rent receivables. The rentals sold by the Originator are to be collected by the third-party purchaser. Further, the Originator also acts as the servicer in such transactions and is appointed by the third-party purchaser to collect the lease rents from the customers on due dates on its behalf. However, in the event of default by the customers, the third-party purchaser has no right against or recourse to the Originator. On termination of the rent period under the operating lease agreements executed between the Originator and the customers, the customers are obligated to return the underlying movable assets to the Originator which are dealt with by the Originator in the manner it deems fit.*

The financial information of Originator which comprises of the statements of assets and liabilities for as at March 31, 2022, March 31, 2021 and March 31, 2020, the profit and loss, cash flows for the financial years ended March 31, 2022, March 31, 2021 and March 31, 2020, notes to financial information and statements together with the auditors reports on the financial statements for the financial year ended March 31, 2022, March 31, 2021 and March 31, 2020, has been disclosed as **Annexure 4**.

6.2 ROLE OF THE SERVICER

(a) Duties

The Servicer will:

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(i) comply with the provisions of the Securitisation Listing Framework and all other Applicable Law;

(ii) keep proper books of records for the Receivables and make the records available to the Trust at any time;

(iii) co-operate with the Trust's statutory or branch auditors or their agents or representatives in getting the statement of accounts duly audited and furnish all such information and records as may be required for this purpose;

(iv) exercise all rights available to the Trust/Trustee/ Assignor and take all such steps as may be necessary to recover all Receivables from the Obligor. In case the Servicer is required to enforce the rights of the Trust/Trustee/ Assignor under the Rental Agreement by exercising the dispute resolution provisions thereunder, the costs incurred by the Servicer for settling the disputes with the Obligor will be reimbursed to the Servicer by the Trustee on behalf of the Trust. If the Trustee, on behalf of the Trust, fails to reimburse the amounts incurred by the Servicer for resolving the disputes/ enforcing provisions, on behalf of the Trust/Trustee/ Assignor, in accordance with the terms of the Rental Agreement, the Servicer will retain the right to claim the same from the Trustee in accordance with the mechanism set out in the Servicer Agreement;

(v) make all reasonable endeavours to collect the amounts due from Obligor and enforce the Obligor's obligations under and in accordance with the Rental Agreement;

(vi) with the prior written consent of the Trust, appoint managers or advisors previously approved by Trust, or delegate to any entity previously approved by Trustee any or all its duties and powers under this Agreement;

(vii) take all steps as may be necessary in its judgement to protect the interest of the Trust and to monitor the Rental Agreement particularly with regard to the events pertaining to default in payments by Obligor;

(viii) enforce any or all the duties and obligations of the Obligor under the Underlying Documents;

(ix) pay all indirect taxes on the Receivables to the relevant tax authorities;

(x) not amend, alter or modify any of the Rental Agreement without prior consent of the Trustee;

(xi) forthwith inform the Issuer/ Trustee of any shortfall in Receivables whereby the realisation of the amounts constituting the Receivables is reduced or fully extinguished or defaulted by the Obligor or of any other events that may impact the Receivables in the report to be furnished under the Servicer Agreement;

(xii) provide full access to all its books of accounts and records relating to the Receivables and to provide all assistance as may be requested by the auditors appointed by the Issuer/ Trustee;

(xiii) continue to administer and service the rental facilities and undertake to devote such time and to exercise such skill, due care and diligence in the administration and

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enforcement of the rights, powers and privileges in respect of the contracts as it would have exercised, had the entire interest in such contracts been retained by it;

(xiv) maintain the custody of the Rental Agreement for and on behalf of the Trust from the date on which all the Receivables have been realized in accordance with the terms of the Applicable Law;

(xv) ensure that the Obligor deposits into the Collection and Pay-out Account:

A. amounts constituting the Receivables collected in the previous quarter and excluding applicable taxes;
B. penalties, damages and any other amounts payable to the Servicer by the Obligor under the terms of the Transaction Documents; and
C. any other amounts including but not limited to amounts received by the Servicer in accordance with the terms of the Assignment Deed and amounts payable by the Servicer on account of losses, damages, liabilities, suits, claims, counterclaims, actions, penalties, expenses (including attorney's fees and court fees) in accordance with Clause 5 (*Indemnification*) of the Servicer Agreement.

(xvi) ensure that the Obligor deposits the quarterly collections of Receivables into to the Collection and Pay-out Account, as least 20 (twenty) days prior to the relevant Pay-out Date and in accordance with the terms of the Trust Deed.

(xvii) submit Quarterly Reports to the Rating Agency and the Trustee; and

(xviii) furnish and submit all such information to the SEBI as is required by SEBI pursuant to the Securitisation Listing Framework in relation to the Assigned Assets, irrespective of whether such obligation is cast upon the Trustee or the Servicer.

(b) Delegation

The Servicer with the prior written consent of the Issuer / Trustee, may appoint managers or advisors previously approved by the Issuer / Trustee, or delegate to any entity previously approved by the Issuer / Trustee any or all its duties and powers under the Servicer Agreement. The Servicer shall remain responsible for all decisions and be liable for any delegate's act of omission if the Servicer would itself have been liable under the Servicer Agreement for that act or omission.

(c) Replacement

On the occurrence of any event of default in relation to the Servicer (as will be identified and set down in the Transaction Documents), the Issuer/ Trustee shall first give a notice to the Servicer calling upon the Servicer to remedy the event of default which shall have occurred and if the Servicer shall fail to remedy the event of default within the period of 30 (thirty) days, the appointment of the Servicer may be terminated and all the functions, duties and obligations of the Servicer would be transferred to the Trustee or to a successor Servicer appointed by the Trustee. In the event of replacement of the Servicer in accordance with the terms hereof, the Servicer will continue to perform its obligations under the Servicer Agreement for a minimum of 30 (thirty) Business Days thereafter, in order to facilitate a smooth transition of duties to the successor Servicer.

(d) Servicer's Event of default

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Upon the occurrence of any or all of the following events shall be an event of default in relation to the Servicer:

(i) the Servicer is unable to pay its debts, has filed a petition for insolvency or any third party has a petition for insolvency filed against it;

(ii) any special resolution is passed resolving that the Servicer be wound up voluntarily;

(iii) an order for winding up of the Servicer is made by any Governmental Authority;

(iv) the Servicer is prevented by any Governmental Authority from carrying on the business activities set out in the Servicer Agreement;

(v) any failure on the part of the Servicer to observe or perform in any respect any undertaking, covenant or obligation (other than payment delay/default) under the Servicer Agreement;

(vi) delay or default has been committed by the Servicer in payment of any monies received by the Servicer and payable as per the Servicer Agreement, which is directly attributable to the Servicer;

(vii) if any of the representations or warranties made in the Servicer Agreement by the Servicer is found to be false or misleading in any respect;

(viii) the Servicer has taken or suffered any action for its reorganisation (without the prior permission from the Trustee of the Issuer), liquidation or dissolution, except for any change in shareholding of the Servicer pursuant to a transfer of ownership by existing shareholders;

(ix) if an attachment or restraint has been levied on a material part of Servicer's properties in India or certificate proceedings have been taken or commenced for recovery of any dues from the Servicer, and the Servicer does not take effective steps to the satisfaction of the Issuer for cancellation of such attachment, restraint or certificate proceedings; and

(x) any action by a Governmental Authority which precludes the Servicer from undertaking obligations under the Servicer Agreement or which would result in obligations of the Servicer under the Servicer Agreement being or becoming void, voidable, unenforceable or ineffective for any reason whatsoever or which may have a material adverse effect on the Servicer.

(e) Quarterly Reports

The Servicer shall submit Quarterly Reports on the pool at least 19 (nineteen) days prior to the relevant Pay-out Date to the Trust, Rating Agency and the Trustee, which reports shall cover details in relation to the collections for the previous month and shall set out *inter alia* the following information:

(i) billed amount to the Obligor during the calendar month;
(ii) actual collections from Obligor towards this billed amount;
(iii) aging analysis of overdues;
(iv) any termination amount from the Obligor and amounts obtained therefrom;
(v) any other information relating to the Receivables that the Trustee may reasonably request;
(vi) revised cashflow schedule(s); and

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(vii) outstanding rating of the Originator and the Servicer;

(f) Audit of Quarterly Reports

The Servicer shall deliver to the Issuer/ Trustee and the Rating Agency within 30 (thirty) days from the end of every 3 (three) months, a report prepared by the auditor(s) of Originator regarding the disclosures of Receivables assigned to the Issuer and the accuracy of the information contained in the Quarterly Reports submitted in the previous 3 (three) months. The auditor(s) shall examine the correctness of the Quarterly Reports, and report on any exception by way of short or excess payment payable/paid to the Investor. Such excess/shortfall shall be adjusted on the Pay-out to be made on the Series 1 Final Maturity.

6.3 THE ISSUER

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

Issuer for the transaction shall be a Trust viz., Mitcon Credentia Trusteeship Services Limited, which is settled under the Indian Trusts Act, 1882 by Mitcon Credentia Trusteeship Services Limited under a Declaration of Trust executed, pursuant to the Trust Deed. Prosperity Asset 6 Trust is situated at 1402/1403, 14th Floor, Dalamal Tower, B-Wing, 211, Free Press Journal Marg, Nariman Point, Mumbai, Maharashtra 400021.

The Trust shall continue to exist, until and unless the purposes of the trust are achieved and more specifically till the Trust Fund is distributed to the Beneficiaries of the Trust in the manner provided in the Trust Deed and in accordance with the provisions of the Transaction Documents. On the fulfilment of the trust objects as stated in the Trust Deed, the Trustee shall be entitled to dissolve the Trust.

The Trust has been established with the following objects:

(i) to acquire the Assigned Assets from the Assignor for and on behalf and in trust for and for the benefit of the Beneficiaries. For this purpose, the Trustee shall be empowered to execute such deeds, documents, agreements and writings as may be required to vest the complete right, title and interest in respect of the Assigned Assets so assigned in the name of the Issuer;

(ii) to offer the beneficial interest in the Assigned Assets so acquired to the Beneficiaries, which beneficial interest shall be offered in accordance with the terms and conditions of the Trust Deed and the Trustee shall issue the Information Memorandum for the PTCs to be issued and allotted and listed on the Exchange;

(iii) to issue securitised debt instruments in accordance with the Securitisation Listing Framework and Securities Contracts (Regulation) Act, 1956 in dematerialised form;

(iv) to receive moneys from the various Investors from time to time being their contributions to the Trust Fund and to make payment of the Purchase Consideration to the Assignor from and out of such contributions, for the purchase of the Receivables. It is, however, clarified that nothing in the Trust Deed shall make the Trust liable for making payments to the Assignor for the Receivables purchased / agreed to be purchased by the Trust, until and unless the Trustee receives the contributions from the Investors;

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(v) to issue to the Beneficiaries certificates evidencing their beneficial right, title and interest in the Trust Fund, including to the Assigned Assets, which certificates shall be in the form of PTCs ranking *pari passu* in such manner as provided herein and which PTCs shall be in the dematerialized form;

(vi) to open the Collection and Pay-out Account and supervise the cash flow into and from the Collection and Pay-out Account.

(vii) to make pay-outs of collections of the Receivables to the Beneficiaries from time to time in accordance with the Waterfall Mechanism. For the said purpose, the Trust is specifically empowered to enter into such collection and pay-out arrangements with the Designated Bank as the Trustee may deem fit;

(viii) to liaise with the Servicer and cause the Servicer to assist and to ensure that the amounts are directly deposited by the Obligor(s) into the Collection and Pay-out Account and to prepare reports and provide such reports to the Issuer/ Trustee and hand over such reports to the Beneficiaries;

(ix) to invest the surplus amounts of the Trust Fund, if any, in the form of fixed deposits, in accordance with the Applicable Law;

(x) to appoint Registrar & Transfer Agent;

(xi) such other activities as may be incidental and ancillary to the above objects, including enforcement of the Deed of Hypothecation which are acceptable to the Trustee, and is undertaken with the prior written consent of all the Beneficiaries in accordance with applicable law;

(xii) to appoint the Servicer 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 assist in collections of the Receivables, prepare reports and take such other actions, on such terms and conditions as may be decided by the Members holding Majority Interest.

(xiii) to enter into agreements with depositories and the Registrar & Transfer Agent; and

(xiv) to make a necessary application and obtain approvals from the SEBI and the Exchange in relation to the PTCs.

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

The Trust has been established as a special purpose distinct entity for the purposes of the securitisation transaction contemplated in the Transaction Documents.

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

The Trust has been settled by Mitcon Credentia Trusteeship Services Limited with an initial corpus of INR 1,000/- (Rupees One Thousand Only).

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

The Trust is established as a special purpose distinct entity and is managed by Mitcon Credentia Trusteeship Services Limited, a company incorporated on November 22, 2018, under the Companies Act, 2013 and having its registered office at Kubera Chambers, 1st Floor, Shivajinagar, Pune, MH 411005 IN, registered with SEBI as a debenture trustee with registration number IND000000596, which is controlled by its board of directors (*hereinafter mentioned in clause 6.4 below*) is an independent corporate entity as a trustee and the Trust 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.**

Upon payment of all pay-outs in accordance with the Waterfall Mechanism, in the event any surplus amounts are available in the Collection and Pay-out Account, shall be passed on to the Residual Beneficiary.

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

The Trust has been constituted on July 14, 2023 and therefore, no financial statements are prepared as on the date. There are no transactions of any kind entered by the Trust as on date, hence there are no assets, liabilities and profit or loss of the Trust.

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

The Trust is established as a special purpose distinct entity and is managed by Mitcon Credentia Trusteeship Services Limited, a company incorporated on November 11, 2018, under the Companies Act, 2013 and having its registered office at Kubera Chambers, 1st Floor, Shivajinagar, Pune, MH 411005 IN, registered with SEBI as a debenture trustee with registration number IND000000596.

(h) **Management of the Trust**

The Trust is established as a special purpose distinct entity and is managed by Mitcon Credentia Trusteeship Services Limited which is an independent corporate entity as a trustee.

6.4 THE TRUSTEE

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

Mitcon Credentia Trusteeship Services Limited, a company incorporated on November 11, 2018, under the Companies Act, 2013 and having its registered office at Kubera Chambers, 1st Floor, Shivajinagar, Pune, MH 411005 IN, registered with SEBI as a debenture trustee with registration number IND000000596.

Organization Form: Public Limited Company

Board of Directors		
S/No.	**Name**	**Designation**

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1	Venkateswara Rao Thallapaka	Independent Director
2	Archana Girish Lakhe	Independent Director
3	Ram Dhondiba Mapari	Director
4	Pankaj Prabhakar Deshmukh	Director
5	Vaishali Goverdhan Urkude	Managing Director
6	Venkatesh Ramesh Prabhu	Director
7	Lakshmi Arunkumar	Director

Management Team		
S/No.	**Name**	**Designation**
1	Vaishali Urkude	Managing Director
2	Venkatesh Prabhu	Director
3	Navin Chouksey	Senior Manager
4	Jayesh Dalvi	Manager
5	Ankita Agarwal	Compliance officer

(b) Experience

Mitcon Credentia Trusteeship Services Limited is a SEBI registered Debenture Trustee, registration certificate dated March 17, 2022 (Ref. No.: IND000000596 with registration number IND000000596. Mitcon has been formed by a group of ex-bankers and professionals having domain knowledge and vast experience in the Trusteeship business. Mitcon's potential clientele include Banks, Financial Institutions including Insurance Companies, Mutual Funds and NBFCs, Government organizations, AIFs, MNCs, lnvlTs, REITs, Family offices and High Net-worth Individuals in India and abroad. Its Advisory Council comprises of industry luminaries who are the company's constant source of inspiration for maintaining highest standards of corporate governance.

(c) **Management of the Trustee**

Mitcon Credentia Trusteeship Services Limited is a company incorporated on November 22, 2018, under the Companies Act, 2013 with corporate identification number U93000PN2018PLC180330. Its present Board comprises 7 (seven) directors who are responsible for formulating broad policies. The day-to-day operations are run by a team of well qualified and experienced professionals drawn from various fields of expertise viz. management, legal, secretarial, accounts etc. to facilitate trustworthy quality services.

(d) **Primary Duties of Trustee**

(i) The Trustee shall ensure that all investments of the Trust Fund are in accordance with the Declaration of Trust and the Information Memorandum;
(ii) The Trustee shall, at all times, ensure that the Trust Fund 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 shall exercise due diligence in carrying out its duties and shall take all action whatsoever necessary for protecting the interest of the Beneficiaries;
(iv) The Trustee shall ensure that all transactions are properly entered into in accordance with the Declaration of Trust and the Information Memorandum;
(v) The Trustee shall fulfil all its obligations under the Transaction Documents;
(vi) The Trustee shall invite applications to the Series 1 PTCs and to issue the Information Memorandum to the Applicants;

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(vii) The Trustee shall obtain rating and listing of the Series 1 PTCs issued to Investors on Exchange, if so required by the Investors, in accordance with the Trust Deed;

(viii) The Trustee shall issue Series 1 PTCs in dematerialised form; and

(ix) The Trustee shall comply with all other duties listed in the LODR Regulations and the SEBI SDI Regulation.

(e) **Principal Powers of the Trustee**

General Power

The Trustee shall be absolutely vested with the general superintendence, direction and management of the affairs of the Trust and shall have all powers, authorities and discretion to perform the objects of the Trust and all powers appurtenant to or incidental to the purpose of the Trust, subject to the provisions of the Trust Deed. For the sake of abundant caution it is hereby clarified that the Trustee shall exercise its powers and perform its duties in strict compliance with the provisions contained herein and shall not have any discretionary power to disregard the same.

Specific Powers

Without in any way limiting the generality of the powers, authorities and discretions conferred by and referred to above, the Trustee shall have the following powers:

(a) to invite applications to the Series 1 PTCs and to issue the Information Memorandum to the Applicants;

(b) to accept Subscription Amount (including advances thereon) from any Person in order to enable such Person to be treated as an Investor under the Trust Deed and to make payment of the Purchase Consideration to the Originator, for the Assigned Assets, from such amounts;

(c) to utilise the Trust Fund, in accordance with the provisions of the Trust Deed and the applicable Transaction Documents;

(d) to issue, redeem, consolidate, sub-divide, transfer, reissue or cancel or allow revocation of Series 1 PTCs in accordance with the purposes of the Trust and as per the terms of the Series 1 PTCs;

(e) to make such issues of Series 1 PTCs in dematerialised form;

(f) to acquire, hold, deal with, manage or dispose of the Assigned Assets and incidental rights thereto, in trust for the Investors in accordance with the provisions of the Trust Deed or as directed by the Investors holding Majority Interest acting in accordance with the provisions of the Transaction Documents.

(g) to make payment from the Collection and Pay-out Account;

(h) to open, operate and maintain the Collection and Pay-out Account on behalf of the Trust, and deposit the Subscription Amount received from the Investors into the Collection and Pay-out Account and make payment of the Purchase Consideration to the Originator from the amounts available therein.

(i) to enforce the Deed of Hypothecation, in the circumstances and in the manner as will be provided in the Transaction Documents, as the case may be, and any documents executed pursuant thereto and to do all acts, deeds and things including giving instructions, mandates and instructions as may be required in this regard;

(j) to keep the money and assets representing the Trust Fund with the Designated Bank and to transfer funds from and deposit funds into the Collection and Pay-out Account in the circumstances and in the manner provided in the Trust Deed, and any other Transaction Document and to do all acts, deeds and things including giving

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instructions, mandates and instructions to the Designated Bank, as may be required in this regard;

(k) to collect all monies due to the Trust and acknowledge and give effectual and valid receipts and discharges for the same;

(l) to acquire, hold, deal with, manage or dispose of the Trust Fund;

(m) examine all statements, opinions, reports, documents, orders or other instruments including without limitation the reports and updates submitted by the Servicer or any other Person, with respect to the Receivables, required to be furnished pursuant to any provision of the Trust Deed or any other Transaction Document and to determine whether the same are in accordance with the requirements stipulated in respect thereof herein or in any Transaction Document;

(n) upon such examination, cause to be forwarded copies of such documents or instruments as may be required to be forwarded to any other concerned parties and point out such material exceptions, errors or omissions, if any in the reports, documents or other instruments;

(o) to provide to Rating Agency, Reserve Bank of India, SEBI or any other regulatory/ government authority: (i) information in relation to the Assigned Assets (ii) copies of Transaction Documents including this Trust Deed and Information Memorandum (iii) information about the Trust including financial accounts of the Trust;

(p) monitor the performance of the Servicer with respect to *inter alia* the collection of the Receivables;

(q) to determine the adequacy of the funds based on the Quarterly Reports, at least 19 (nineteen) days prior to the relevant Pay-out Date. The term "adequacy" would include checking sufficiency of funds to make the required pay-outs.

(r) to obtain rating and listing of the Series 1 PTCs issued to Investors on Exchange, if so, required by the Investors, in accordance with the Trust Deed;

(s) to enforce the indemnities and other rights provided by the Originator under the Transaction Documents;

(t) in case of change in the Servicer required pursuant to the terms of the Assignment Deed, to serve notices on the Obligor to repay/pay the Receivables directly to the Trust;

(u) in case of change in the Servicer required pursuant to the terms of the Trust Deed or the other applicable Transaction Documents, to take custody of all the Underlying Documents from the Servicer and to replace the Servicer on terms as directed by the Investors holding Majority Interest;

(v) acting on the instructions of the Investors holding Majority Interest, to institute, conduct, defend, compound, settle, withdraw, or abandon any legal proceedings in the name of the Trust, whether with respect to the Trust Fund or otherwise;

(w) acting on the instructions of the Investors holding Majority Interest, to initiate, commence, institute, defend any proceedings, legal or judicial;

(x) 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 if required, to remove such agents and Persons and appoint others in their place;

(y) to appoint, with the consent of the Investors holding Majority Interest, brokers, advocates, auditors, solicitors, registrars, agents, valuers, and other Persons for the purpose of fulfilling any of the objectives of the Trust;

(z) to incur and pay all reasonable costs, charges and expenses incidental to the management, administration, and execution of the Trust, including, if required, the registration of the Trust with government bodies and/or other authorities, with the consent of the Investors holding Majority Interest;

(aa) 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; and

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(bb) 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.

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

Yogesh Limbachiya has been appointed as compliance officer of the Trustee with effect from 27 March 2023 .

(g) **Remuneration of Trustees**

The Trustees shall be entitled to receive the reimbursement of all legal, audit and accounting expenses and such other costs and expenses on an actual basis as per the Trust Deed and engagement letter (Ref. No. MitconTrustee/CL/2023-24/Secu dated 13th April 2023.

(h) **Retirement of the Trustee**

The Trustee may retire as the Trustee at any time without assigning any reason and without being responsible for any loss or costs occasioned by such retirement provided that they shall have given at least one month's previous notice in writing and shall not vacate office till a new Trustee acceptable to the Investors is appointed.

(i) **Removal of the Trustee**

The Trustee shall stand discharged from its office if:
(i) Investors holding Majority Interest pass a resolution for the removal of the Trustee; and
(ii) any Trustee's Events of Default (*as set out hereinbelow*) shall have occurred.

If any of the events specified above occurs, the Investors holding Majority Interest shall be entitled to remove the Trustee and appoint any other entity eligible under the Applicable Law to act as the trustee of the Trust acceptable to the Investors holding Majority Interest as a successor trustee, upon such remuneration and upon such terms and conditions as may be decided by the Investors holding Majority Interest, provided that the Investors have provided prior notice of such appointment to the Rating Agency, obtained the consent of SEBI prior to such removal of the Trustee.

Each of the following events shall constitute an event of default in respect of the Trustee ("**Trustee's Events of Default**"):

(i) Any failure by Trustee to distribute to the Investors the payments required to be made under the terms of the Trust Deed and/or the Series 1 PTCs despite availability of amounts in the Collection and Pay-out Account, which continues unremedied for a period of 30 (thirty) days after a written notice of such failure requiring the same to be remedied is given by the Investors holding Majority Interest to the Trustee; or
(ii) Failure on the part of the Trustee in observing or performing any other covenants (whether or not in material respect) in the Trust Deed which continues unremedied for a period of 60 (sixty) days after a written notice of such failure requiring the same to be remedied is given to the Trustee by the Investors holding Majority Interest; or
(iii) The Trustee commits any act of default or breach of any of its obligations under the Trust Deed; or
(iv) If an application is made for the commencement of any insolvency resolution process under the Insolvency and Bankruptcy Code, 2016 or equivalent application to the

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National Company Law Tribunal in respect of the Trustee or resolution is passed by the shareholders of the Trustee for voluntary winding up or if there is a petition admitted for the winding up of the Trustee; or

(v) If any insolvency professional, receiver, liquidator, trustee, or a similar other body is appointed by any court, tribunal or any other competent authority in any insolvency, winding up, execution or distress proceedings against the Trustee.

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

In the event of retirement of the Trustee as the trustee, the Trustee shall appoint an independent Bank/ Institution/ reputed company as Trustees after receipt of approval from Investors holding Majority Interest in value terms of the total face value of such Series 1 PTCs outstanding. Upon such appointment the existing Trustee shall stand discharged.

On the appointment of the new Trustee, the Trust Fund shall be handed over to the new Trustee so as to legally vest the Trust Fund in the new Trustee. All costs, charges, and expenses incurred/ to be incurred in vesting the Trust Fund in favour of the new Trustee shall be reimbursed by the outgoing Trustee out of the Trust Fund.

(k) **Annual Reporting**

The Trustee shall submit annual reports about the performance of the Receivables/ Obligor to the Investors in accordance with the SEBI SDI Regulation.

6.5 LEGAL COUNSEL

Apogee Law Offices, have been appointed as the legal counsel for the securitisation transaction and shall prepare and finalise the Transaction Documents and shall provide a legal opinion covering the following issues:

(a) Whether the transfer of the Receivables from the Originator to the Trust constitutes an absolute and valid sale and is bankruptcy remote from the Originator;

(b) In the event of the winding up of the Originator, would the Assigned Assets form part of the estate of the Originator and vest in the liquidator of the Originator; and

(c) The adequacy of the stamp duty paid on the Transaction Documents.

6.6 OUTSTANDING LITIGATIONS AND MATERIAL DEVELOPMENTS

There is no outstanding litigation against the Obligor /Trustee or any material development in relation to the Obligor / Trustee which might impact the realisation of the Receivables.

CHAPTER 7: MATERIAL DOCUMENTS AND TAX ISSUES

7.1 DOCUMENTS

For the purposes of the transaction, the following documents shall be considered to be material and may be inspected during the normal business hours at the Registered Offices of the Trustee during the offer period:

(a) Trust Deed dated July 14, 2023 (and as amended and restated), executed by Mitcon

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Credentia Trusteeship Services Limited as Settlor in favour of Mitcon Credentia Trusteeship Services Limited as Trustee, at Mumbai;

(b) Assignment Deed, dated on or around August 11, 2023 by the Assignor in favour of the Trust (represented through the Trustee), at Kolkata;

(c) Master Renting Agreement executed by and amongst the Originator and the Obligor dated , at New Delhi;

(d) Power of Attorney dated on or around August 11, 2023, by the Originator in favour of the Trustee, at New Delhi;

(e) Servicer Agreement, dated or around August 11, 2023 and amongst the Trustee (represented through the Trustee) and the Servicer, at New Delhi;

(f) Provisional rating letter dated August 4, 2023, provided by ICRA;

(g) The Deed of Hypothecation dated on or around August 11, 2023, by the Originator in favour of the Trust, at Kolkata; and

(h) The Power of Attorney to the Deed of Hypothecation dated on or around August 11, 2023, by the Originator in favour of the Trustee, at Kolkata.

7.2 STAMP DUTY

(a) Transaction Documents

The Transaction 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 Transaction 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 Transaction Documents, in the event that the stamp duty payable on the Transaction Documents in the State in which it is taken to, is higher than the stamp duty payable on the Transaction Documents in the State in which it has been executed.

(b) Pass Through Certificates

Transfer of Series 1 PTCs made through Exchange or by a depository or otherwise will constitute transfer of a debenture and will require payment of stamp duty at the rate specified in Schedule I of the Indian Stamp Act, 1899.

7.3 RIGHTS IN THE CONTRACT

The Originator will sell, assign and convey to the Trust, in trust for and for the benefit of the Investors, except as otherwise provided in Transaction Documents, without recourse to the Originator all the rights, title and interest of the Originator in the Receivables in return for the payment of the Purchase Consideration. Consequentially these contracts will be marked as sold in the records of the Originator and hence will not form part of the properties or the assets of the Originator. The Trust, in turn, will transfer undivided beneficial interest in the Assigned Assets on the Deemed Date of Allotment to the Investors by issuing the Series 1 PTCs.

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7.4 TAX DEDUCTED AT SOURCE

The Finance Act, 2016 which has come into effect from June 01, 2016 has replaced previous special regime for the levy of distribution tax by a new regime for the "securitisation trusts" wherein, though the income of the "securitisation trust" would continue to remain 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 (the rates mentioned are subject to revisions / modifications as per Applicable Law). In case of payments to an investor, being a non-resident (other than a company) or a foreign company, 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. It is clarified that pursuant to the provisions of Section 10(23D) read with the provisions of Section 194LBC, 196 and 197(1) of the Income Tax Act, 1961 date hereof, there is no incidence of tax deducted at source in relation to income distributed by the Trust to mutual funds.

7.5 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 or the SEBI SDI Regulation 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, an 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 Series 1 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 securitization trust to the investors, shall be paid subject to deduction of tax at source at the rates stipulated therein.

7.6 LEGAL STATUS OF THE TRUST

The Trust shall be settled under the provisions of the Indian Trusts 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. The Trustee is acting for the benefit of the Beneficiaries, registered with SEBI as a debenture trustee with registration number IND000000596

7.7 APPLICABILITY OF THE SECURITISATION ACT

The Legal Counsel has advised the Originator and the Trust that the proposed securitisation of 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 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 8: SPECIAL CONSIDERATIONS AND RISK FACTORS

The Series 1 PTCs have been given a provisional rating of Provisional[ICRA]BB+(SO) from ICRA, vide letter dated August 4, 2023 along with rating rationales as per **Annexure 3**. The Trust believes that the risks described below are the principal ones inherent in this transaction for the Applicants and does not represent that the statement of risks set out hereunder is exhaustive.

8.1 DESCRIPTION OF ASSIGNED ASSETS AND DEBTOR

The Originator has entered into the Underlying Documents with the Obligor. The Receivables of the aforementioned Underlying Documents together with the rights and interest of the Originator in relation thereto have been assigned to the Trust.

8.2 LIMITED LIQUIDITY & PRICE RISK

There is no assurance that a deep secondary market will develop for the Series 1 PTCs. 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.

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

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

8.4 LIMITED RECOURSE, DELINQUENCY AND CREDIT RISK

The Deed of Hypothecation stipulated represent a limited recourse to the Originator. These Series 1 PTCs represent an undivided beneficial interest in the Assigned Assets and do not represent an obligation of either the Trust or the Originator, or the parent of the Trust and Originator. No financial recourse is available to the Investors against the Trust or the Originator. Delinquencies and credit losses may cause depletion of the amount available for the quarterly Expected Pay-outs to the Investors.

Further, although the Series 1 PTCs represent an undivided beneficial interest in the Assigned Assets. the instrument carries a loss of principal risk as there are chances that an investor may not get back the money he or she has invested or may lose the value or at least a portion of the original investment made.

8.5 SERVICER AGREEMENT

Vriksh Advisors Private Limited shall act as Servicer for the assigned contracts and continue to monitor the pool and make collections of the Receivables, Vriksh Advisors Private Limited has no prior experience in acting as the servicer. In the unlikely event that Vriksh Advisors Private Limited is unable to perform its functions as a Servicer satisfactorily, the appointment of Vriksh Advisors Private Limited as the Servicer may be terminated under the circumstances set out in the Servicer Agreement. In such an eventuality, the Trustee is

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required to appoint as an alternate Servicer or to function as the back-up Servicer in accordance with the SEBI SDI Regulation. The cost of servicing in that case may be recovered from the Receivables, which may cause a shortfall in the quarterly Expected Pay-outs to Beneficiaries.

8.6 RISKS DUE TO POSSIBLE TERMINATION OF UNDERLYING DOCUMENTS

There could be termination of the Underlying Documents. In the event of the termination of the Underlying Documents:

(i) the possession of the Underlying Assets, subject to normal wear and tear, will be immediately handed over to the Originator, on the date of termination of the relevant Underlying Document; and
(ii) The Investors are subject to the risk of changes in the average tenor of the Series 1 PTCs on account of termination of Underlying Documents.

8.7 DEFAULT RISK

There could be possible termination due to default by the Obligor in payment under the Rental Agreement. The rental amounts under the Rental Agreement are not guaranteed by the Obligor and the rights of Investors cannot be accelerated in case of default by the Obligor.

8.8 BANKRUPTCY OF THE ORIGINATOR/ SERVICER

If Vriksh Advisors Private Limited becomes subject to bankruptcy proceedings and the court or tribunal in the bankruptcy proceedings concludes that the sale from Vriksh Advisors Private 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 that the sale to the Trust will not be construed as confirming to the 'True Sale' criteria. The legal counsel to the Trust has agreed to opine that the assignment of Receivables to Trust in trust for and for the benefit of the Beneficiaries, as envisaged herein, would constitute an absolute and valid sale.

8.9 RATING OF THE SERIES 1 PTCS

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 Series 1 PTCs 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 transaction. In such cases, an 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.

8.10 RISK OF CO-MINGLING

The Servicer will ensure that all payments received from the Obligor are deposited into the Collection and Pay-out Account. However so long as Vriksh Advisors Private Limited is the Servicer, there could be a time gap between collection by the Servicer in the Servicer Account and depositing the same into the Collection and Pay-out Account.

8.11 LEGAL AND TAX ISSUES

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For Legal and Tax Issues please refer to Chapter 6 of this Information Memorandum.

8.12 ADDITIONAL RISK FACTORS

1. Investor Expected Pay-out Risk
   The details of the Receivables arising from the Rental Agreement executed in relation to the Underlying Assets as set out in **Annexure 1** (Details of the Receivables) are indicative in nature and may undergo alterations as per the provisions of the Assignment Deed. The Pay-outs are dependent on the timely payments of the amounts due under the Rental Agreement and in the event the Obligor defaults to make such payments, the Pay-outs may get delayed or considerably reduced or become NIL. Instances and events of force majeure, banking strike or any other similar circumstances may also affect the collection of the Receivables from the Obligor, which may result in a shortfall in the Pay-outs to the Beneficiaries.

2. Dilution Risks
   The PTCs are backed by Receivables which are to be repaid in relation to the Rental Agreement by the Rentee. 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 Obligor or on the wilful default by the Obligor, the credit strength of the pool would get diluted and therefore there is a dilution risk attached to the PTCs.

3. Covid Related Risk
   In March 2020, the World Health Organization declared COVID-19 a global pandemic, and governmental authorities around the world had implemented measures such as shelter-in-place orders, quarantines, shut-down of non-essential businesses, and similar orders and restrictions on their residents to reduce and contain the spread of COVID-19. In order to contain the spread of the COVID-19 pandemic, the GoI along with state governments declared a lockdown in India, which also included severe travel and transport restrictions and a directive to all citizens to shelter in place, unless essential. The COVID-19 pandemic and associated responses have adversely affected, among other things, workforces, consumer sentiment, liquidity, economies, trade, and financial markets around the world, including in India. The lockdown required private, commercial, and industrial establishments to remain closed. The COVID-19 pandemic had adversely affected the business and financial results of the Obligor, which might impact the Pay-out to the Investors.

   Natural or man-made disasters, fires, epidemics, pandemics, acts of war, terrorist attacks, civil unrest and other events could materially and adversely affect the business of the Obligor.

   Natural disasters (such as typhoons, flooding and earthquakes), epidemics, pandemics such as COVID-19 and man-made disasters, including acts of war, terrorist attacks and other events, many of which are beyond our control, may lead to economic instability, including in India or globally, which may in turn materially and adversely affect the Originator's business, and financial condition. The operations of the Originator may be adversely affected by fires, natural disasters and/or severe weather, which can result in damage to the property or inventory and generally reduce the productivity and may require the Originator to evacuate personnel and suspend operations. Any terrorist attacks or civil unrest as well as other adverse social, economic, and political events in India or countries may affect the

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business of the Originator

A number of countries in Asia, including India, as well as countries in other parts of the world, are susceptible to contagious diseases and, for example, have had confirmed cases of diseases such as the highly pathogenic H7N9, H5N1 and H1N1 strains of influenza in birds and swine and more recently, the COVID-19 virus. A worsening of the current outbreak of COVID-19 pandemic or future outbreaks of COVID-19 virus or a similar contagious disease could adversely affect the global economy and economic activity in the region.

As a result, any present or future outbreak of a contagious disease could have a material adverse effect on Originator's business.

4. Legal Risk
   Applicants 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.

5. Tax Risk
   The Pay-outs may be reduced on account of tax, levies on the income distributed by the Issuer to the Investors, depending on the status/category of the Investor, which may result in a reduction in the respective Investor's net securitisation income, if any.

6. Cancellation/Termination Risk
   The Rental Agreement can be terminated in case of non-fulfilment of payment obligations under the Rental Agreement by the Obligor or with mutual consent between the Originator and the Obligor.

7. Technology Risk
   Risks arise due to technological advancement, where due to the change in technology the Underlying Assets rented to the Obligor are outdated. For instance, if due to technological advancement in the market, the Underlying Assets rented to the Obligor may not be of any relevance and the Obligor may wish to terminate the Underlying Documents and upgrade the assets. Due to such termination of any of the Underlying Documents by the Obligor, quarterly Expected Pay-out(s) to the Beneficiaries will be affected.

8. Competition Risk
   Competition risks represent risks extraneous to the transaction and include competition-related factors that impact the performance of the transaction. For instance, if due to increase in competition in the market, the Underling Assets are available to the Obligor at a lower price and due to termination of any of the Underlying Documents by the Obligor, Pay-out(s) to the Beneficiaries will be affected.

9. Concentration Risk
   The securitisation of Receivables in relation to the Underlying Documents and the Underlying Assets is limited to an Obligor. Therefore, any deterioration of the financial strength of any of the Obligor may affect the collection of the Receivables from the Obligor, which may result in a shortfall in the Expected Pay-outs to the Beneficiaries.

10. Currency and Other Risks
    The functional currency of the Obligor and/or the Servicer is the Indian rupee. The Obligor and/or the Servicer may be incurring expenses and sell its products and services in various

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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 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 Obligor's and/or the Servicer's business, operating results and financial condition. Therefore, the Obligor 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 Obligor'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 Obligor'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 the 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.

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CHAPTER 9: MISCELLANEOUS

9.1 JURISDICTION

The Series 1 PTCs 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 Kolkata, West Bengal.

9.2 TERMINATION OF THE OBLIGATION OF THE PARTIES

The respective obligations and responsibilities of the Originator, the Trust, the Servicer, and the Trustee, created by the Transaction Documents shall terminate upon payment of all Final Pay-out to the Beneficiaries. Upon payment of the Final Pay-out, the Series 1 PTCs shall stand cancelled. If any Beneficiary has not collected Pay-out for more than 3 (three) years after the same is due and payable, the Servicer shall open an account in the name and style of "**Unpaid Investor Pay-out Account**" with the Designated Bank and the Designated Bank may, after making such investigation and after calling for such information as it may consider appropriate, make payment of that Pay-out to the person entitled thereto, with or without indemnity, as may then be considered appropriate by the Designated Bank.

9.3 LIABILITY OF THE ORIGINATOR

All acts required to be performed under the Transaction Documents by the Originator shall be performed in the city of Mumbai, Maharashtra, New Delhi or Kolkata and the courts and tribunal in Kolkata, West Bengal shall have exclusive jurisdiction. Performance of the Originator's obligations is subject to the laws of India, and shall also be excused by laws, acts or war or civil strife, or similar events beyond the control of Originator, any of which may prevent its performance, in which circumstances no other branch, subsidiary or affiliate of the Originator shall be responsible thereof.

9.4 AMENDMENT

The Transaction Documents may be amended by the Originator, the Trust, the Servicer, and the Trustee only with the consent of the Investors, who are entitled to the beneficial interest in 75% (seventy five percent) of the value of all the then outstanding Receivables and notification to the Rating Agency.

MITCON CREDENTIA TRUSTEESHIP SERVICES LIMITED

DECLARATION BY THE TRUSTEE

We Mitcon Credentia Trusteeship Services Limited being the trustees of the Issuer namely: [•] accept responsibility for the information contained in this Information Memorandum. 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 Trustee for Mitcon Credentia Trusteeship Services Limited
(Acting as trustee to [•]**)**

Authorised Signatory
Date: _____, 2023
Place: [•]

MITCON CREDENTIA TRUSTEESHIP SERVICES LIMITED

UNDERTAKING BY THE ORIGINATOR

We, Nikhil Aggarwal and Aashish Jindal being the Directors of the Originator namely: Vriksh Advisors Private Limited accept responsibility for the information contained in this Information Memorandum. To the best of our knowledge and belief and we have taken all reasonable care to ensure that the said 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 Vriksh Advisors Private Limited

Director: **Aashish Jindal**
Date:_____, 2023
Place: _____

Director: **Nikhil Aggarwal**
Date: _____, 2023
Place: _____

MITCON CREDENTIA TRUSTEESHIP SERVICES LIMITED

UNDERTAKING BY THE TRUSTEE

We Mitcon Credentia Trusteeship Services Limited being the trustees of the Issuer namely: Prosperity Asset 6 Trust, undertakes the following:

(i) that in the event minimum subscription is not received, the special purpose distinct entity shall forthwith refund the Application Moneys collected under the offer and in the event of delay beyond 8 (eight) days from closure of the offer in making such refund, the special purpose distinct entity and its directors or trustees shall be liable jointly and severally to repay the Application moneys together with interest at 15% (fifteen per cent) per annum;

(ii) that in the event of over-subscription, the excess Application moneys shall be refunded forthwith to unsuccessful and partially successful Applicants and in the event of delay beyond 8 (eight) days from finalization of the basis of allotment in making such refund, the special purpose distinct entity and its directors or trustees shall be liable jointly and severally to repay the Application moneys together with interest at 15% (fifteen per cent) per annum;

(iii) that in the event Exchange to which an Application for listing is made under subsection (2) of section 17A of the Securities Contracts (Regulation) Act, 1956 rejects listing permission, the Issuer and, if necessary, its directors or trustees, shall refund application moneys forthwith in terms of sub-section (3) section 17A of the Securities Contracts (Regulation) Act, 1956.

For Trustee for Mitcon Credentia Trusteeship Services Limited
(Acting as trustee to Prosperity Asset 6 Trust**)**

Authorised Signatory
Date: _____, 2023
Place: [•]

MITCON CREDENTIA TRUSTEESHIP SERVICES LIMITED

ANNEXURE 1: DETAILS OF THE RECEIVABLES

All Amounts in INR

Receivables*

S. No.	Month	Total Expected Quarter Collections (Excluding TDS Deduction) in INR
1.	1	71,25,043
2.	2	71,25,043
3.	3	71,25,043
4.	4	71,25,043
5.	5	71,25,043
6.	6	71,25,043
7.	7	71,25,043
8.	8	71,25,043

* The Receivables arising from the Rental Agreements executed in relation to the Underlying Assets set out above is indicative in nature and may undergo alterations as per the provisions of the Assignment Deed.

MITCON CREDENTIA TRUSTEESHIP SERVICES LIMITED

ANNEXURE 2: EXPECTED INVESTOR PAY-OUT

All amounts mentioned in this table are indicative in nature and may undergo alterations. Provided that the Investors are entitled to payments of the Final Payout along with the Series I Yield on the Series 1 Maturity Date/Legal Final Maturity Date only. All payments/ repayments set out in this Annexure are notional unless and subject to payment at the at the discretion of the Trust.

Quarters	Expected Payout Date	Opening Amount	Interest	Quarterly Payout to Investors	Principal Repayment	Closing Amount
1	05/09/2023	4,90,23,800	4,93,027	71,25,043	66,32,017	4,23,91,783
2	05/12/2023	4,23,91,783	15,51,838	71,25,043	55,73,205	3,68,18,578
3	05/03/2024	3,68,18,578	13,47,819	71,25,043	57,77,224	3,10,41,354
4	05/06/2024	3,10,41,354	11,48,819	71,25,043	59,76,224	2,50,65,130
5	05/09/2024	2,50,65,130	9,27,643	71,25,043	61,97,400	1,88,67,730
6	05/12/2024	1,88,67,730	6,90,692	71,25,043	64,34,352	1,24,33,378
7	05/03/2025	1,24,33,378	4,50,148	70,99,697	66,49,550	57,83,829
8	05/06/2025	57,83,829	2,14,056	59,97,884	57,83,829	0

MITCON CREDENTIA TRUSTEESHIP SERVICES LIMITED

ANNEXURE 3: RATING RATIONALE

(*set out separately*)

ANNEXURE 4: FINANCIAL INFORMATION

Independent Auditor's Report (FY 2021-2022)

To,

The Members of
VRIKSH ADVISORS PRIVATE LIMITED
New Delhi

Report on the Financial Statements
We have audited the accompanying standalone financial statements of Vriksh Advisors Private Limited ('the Company'), which comprise the Balance Sheet as at 31st March, 2022, the Statement of Profit and Loss for the year then ended, and notes to the financial Statement, including a summary of significant accounting policies and other explanatory information.

In our opinion and to the best of our information and according to the explanations given to us, the financial statements, give the information required by the Act in the manner so required and give a true and fair view in conformity with the accounting principles generally accepted in India, of the state of affairs of the Company as of 31st March, 2022, and its loss for the year ended on that date.

Basis for Opinion
We conducted our audit in accordance with the Standards on Auditing (SAs) specified under section 143(10) of the Companies Act, 2013. Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Financial Statements* section of our report. We are independent of the Company in accordance with the *Code of Ethics* issued by the Institute of Chartered Accountants of India together with the ethical requirements that are relevant to our audit of the financial statements under the provisions of the Companies Act, 2013 and the Rules there under, and we have fulfilled our other ethical responsibilities in accordance with these requirements and the Code of Ethics.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Information Other than the Financial Statements and Auditor's Report thereon

The Company's Board of Directors is responsible for the other information. The other information comprises of the Director's Report. This report is expected to be made available to us after the date of this auditor's report.

Our opinion on the financial statements does not cover the other information and we will not express any form of assurance conclusion thereon.

This report has not been made available to us till date of this audit report, we are unable to comment, whether any information in this report is materially inconsistent with the financial statements of the Company.

Responsibility of Management for Standalone Financial Statements
The Company's Board of Directors is responsible for the matters in section134 (5) of the Companies Act, 2013 ('the Act') with respect to the preparation of these standalone financial statements that give a

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true and fair view of the financial position, financial performance of the Company in accordance with the accounting principles generally accepted in India, including the Accounting Standards specified under Section 133 of the Act. This responsibility also includes the maintenance of adequate accounting records in accordance with the provision of the Act for safeguarding of the assets of the Company and for preventing and detecting frauds and other irregularities; selection and application of appropriate accounting policies; making judgments and estimates that are reasonable and prudent; and design, implementation and maintenance of adequate internal financial controls, that were operating effectively for ensuring the accuracy and completeness of the accounting records, relevant to the preparation and presentation of the financial statements that give a true and fair view and are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing the Company's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Company or to cease operations, or has no realistic alternative but to do so.

Those Board of Directors are also responsible for overseeing the company's financial reporting process.

Auditor's Responsibilities for the Audit of the Financial Statements

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

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

- Identify and assess the risk of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances.

- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.

- Conclude on the appropriateness of management's use of the going concern basis of accounting and based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Company's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Company to cease to continue as a going concern.

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- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

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

We also provide those charged with governance with a statement that we have complied with relevant ethical requirements regarding independence, and to communicate with them all relationships and other matters that may reasonably be thought to bear on our independence, and where applicable, related safeguards. From the matters communicated with those charged with governance, we determine those matters that were of most significance in the audit of the financial statements of the current period and are therefore the key audit matters. We describe these matters in our auditor's report unless law or regulation precludes public disclosure about the matter or when, in extremely rare circumstances, we determine that a matter should not be communicated in our report because the adverse consequences of doing so would reasonably be expected to outweigh the public interest benefits of such communication.

Report on other Legal and Regulatory Requirements

1. As required by the Companies (Auditor's Report) Order 2016, issued by the Central Government of India in terms of section 143(11) of the Companies Act, we give in the Annexure A, a statement on the matters specified in the paragraphs 3 & 4 of the Order.

2. As required by section 143(3) of the Act, we report that:

   a) We have sought and obtained all the information and explanations which to the best of our knowledge and belief were necessary for the purposes of our audit.

   b) In our opinion proper books of account as required by law have been kept by the Company so far as appears from our examination of those books.

   c) The Balance Sheet and the Statement of Profit and Loss dealt with by this Report are in agreement with the books of account.

   d) In our opinion, the aforesaid standalone financial statements comply with the Accounting Standards specified under Section 133 of the Act, read with Rule 7 of the Companies (Accounts) Rules, 2014.

   e) On the basis of written representations received from the directors as on 31st March, 2022 taken on record by the Board of Directors, none of the directors is disqualified as on 31st March, 2022, from being appointed as a director in terms of Section 164(2) of the Act.

   f) With respect to the other matters to be included in the Auditor's Report in accordance with Rule 11 of the Companies (Audit and Auditors) Rules, 2014, in our opinion and to the best of our information and according to the explanations given to us:

      (i) The Company does not have any pending litigations which would impact its financial position.

      (ii) The Company did not have any long-term contracts including derivatives contracts for

MITCON CREDENTIA TRUSTEESHIP SERVICES LIMITED

which there were any material foreseeable losses

(iii) There were no amounts which required to be transferred to the Investor Education and Protection Fund by the Company.

For ANIL AMMITA & CO.
Chartered Accountants
Firm Registration No.011401N

Sd/-

(Anil Goel)
Partner
M.No.083183
Date: May 02, 2022
Place: New Delhi
UDIN: 22083183AIGYPC8852

MITCON CREDENTIA TRUSTEESHIP SERVICES LIMITED

VRIKSH ADVISORS PRIVATE LIMITED
13, PASCHIMI MARG, VASANT VIHAR, NEW DELHI 110057
(CIN - U74120DL2008PTC181602)

Balance Sheet as at March 31, 2022

Amount. (in Rs.)

Particulars	**Notes**	**As at**	**As at**
		31st Mar, 2022	**31st Mar, 2021**
I. EQUITY AND LIABILITIES			
Shareholders' Funds			
Share Capital	1	1,45,000	26,45,000
Reserves & Surplus	2	1,61,16,200	1,64,46,330
Current liabilities			
Short-term Borrowings	4	-	35,40,469
Other Current Liabilities	5	3,57,900	1,21,495
Short term Provisions	6	-	90,260
TOTAL		**1,66,19,100**	**2,28,43,554**
II. ASSETS			
Non-current Assets			
Property, Plant & Equipment, and Intangible Assets			
Property, Plant & Equipment	7	-	1,72,500
Long-term Loans and Advances	8	-	2,22,00,000
Deferred Tax Liabilities (net)	3	1,33,732	1,33,732
Current Assets			
Cash and Cash Equivalents	9	1,62,80,321	2,99,822
Other Current Assets	10	2,05,047	37,500
TOTAL		**1,66,19,100**	**2,28,43,554**

Notes annexed hereto form an integral part of the Balance Sheet

"AUDITORS REPORT"

For Vriksh Advisors Private Limited

(As per our Separate Report of even date attached)
for ANIL AMMITA & Co.

Sd/-

Sd/-

MITCON CREDENTIA TRUSTEESHIP SERVICES LIMITED

Chartered Accountants

Sd/-

(ANIL GOEL)
Partner
M.NO.083183
Firm Registration No: 011401N
Place : New Delhi
Dated: May 02, 2022
UDIN: 22083183AIGYPC8852

Nikhil Aggarwal
Director
DIN: 01845545

Anil Aggarwal
Director
DIN: 01385684

MITCON CREDENTIA TRUSTEESHIP SERVICES LIMITED

VRIKSH ADVISORS PRIVATE LIMITED
13, PASCHIMI MARG, VASANT VIHAR, NEW DELHI 110057
(CIN - U74120DL2008PTC181602)

Statement of Profit and Loss for the year ended March 31, 2022

Amount. (in Rs.)

Particulars	**Notes**	**As at**	**As at**
		31st Mar, 2022	**31st Mar, 2021**
I. Income from operations	11	4,52,380	5,00,000
II. Profit on sale of Property, Plant and Equipment		1,37,500	-
III. Total Income (I +II)		**5,89,880**	**5,00,000**
IV.Expenses			
V.Other Expenses	12	9,17,500	72,492
VI.Finance Cost	13	-	295
VI Depreciation and Amortization Expenses	7	-	1,41,797
VIII. Total Expenses (V+VI+VII)		**9,17,500**	**2,14,584**
IX.Profit before Taxation (III – VIII)		(3,27,620)	2,85,416
X. Tax Expenses			
Current Tax		-	90,260
Deferred Tax		-	(13,387)
XI. Profit /(Loss) after Taxation for the period		(3,27,620)	2,08,543
Net Profit/ (Loss) carried over to Balance Sheet		(3,27,620)	2,08,543
XII. Earnings per Equity Share			
Number of outstanding Shares		14,500	14,500
Basic Earnings Per Share		(23)	14

Notes annexed hereto form an integral part of the Balance Sheet

"AUDITORS REPORT"
(As per our Separate Report of even date attached)
for ANIL AMMITA & Co.
Chartered Accountants

Sd/-

(ANIL GOEL)
Partner
M.NO. 083183
Firm Registration No: 011401N
Place : New Delhi
Dated : May 02, 2022

For Vriksh Advisors PrivateLimited

Sd/- Sd/-

Nikhil Aggarwal
Director
DIN: 01845545

Anil Aggarwal
Director
DIN: 01385684

MITCON CREDENTIA TRUSTEESHIP SERVICES LIMITED

UDIN: 22083183AIGYPC885

VRIKSH ADVISORS PRIVATE LIMITED

Notes on Financial Statements for the year ended March 31, 2022

(The previous year figures have been regrouped / reclassified, wherever necessary to confirm to the current year presentation)

Note:1 - Share Capital **(Amount in Rs.)**

Particulars	**As at 31.03.2022**	**As at 31.03.2021**
Authorised		
Equity Share Capital: (50,000 Shares of Rs.10/- each), Previous Year: (50,000 Shares of Rs 10/- each)	5,00,000	5,00,000
Preference Share Capital: (2,50,000 Shares of Rs. 10/- each) Previous Year: (2,50,000 Shares of Rs 10/- each)	25,00,000	25,00,000
Total Authorised Capital	**30,00,000**	**30,00,000**
Issued		
Equity Share Capital: (14,500 fully paid up shares of Rs.10/- each), Previous Year: (14,500 fully paid up shares of Rs 10/- each)	1,45,000	1,45,000
Preference Share Capital: NIL Pr. Yr. (2,50,000 Shares of Rs 10/- each)	-	25,00,000
Total Issued Capital	**1,45,000**	**26,45,000**

Note :1(A) Reconciliation of number of shares outstanding

Particulars	**As at 31.03.2022**	**As at 31.03.2021**
Equity share capital		
Shares outstanding at the beginning of the year	14,500	14,500
Add: Shares Issued during the year	-	-
Less: Shares bought back during the year	-	-
Equity shares outstanding at the end of the year	**14,500**	**14,500**
Preference Share capital		
Shares outstanding at the beginning of the year	2,50,000	2,50,000
Add: Shares Issued during the year	-	-
Less: Shares redeemed during the year	2,50,000	-
Preference shares outstanding at the end of the year	**-**	**2,50,000**

Note :1(B) Redemption of Preference shares has been undertaken during the year.

Note :1(C) Rights and restrictions attached to the equity shares – The equity shares of the company, having par value of Rs 10 each per share, rank pari passu in all respect including voting right.

Shareholders Holding more than 5% of the Equity Shares of the Company/ Promoter Holding:

Name of Promoter	**As at 31.03.2022**		**As at 31.03.2021**	
	No. Of Shares	% Holding	No. Of Shares	% Holding
Anil Aggarwal (Promoter)	9,500	66	9,500	66

MITCON CREDENTIA TRUSTEESHIP SERVICES LIMITED

Nikhil Aggarwal	5,000	34	5,000	34

Shares Held by Promoters at the end of the Year:

Name of Promoter	No. Of Shares	% of Total Shares	% Change During the year
Anil Aggarwal	9,500	66	-

For Vriksh Advisors Private Limited

Sd/-
Nikhil Aggarwal
Director
DIN: 01845545

Sd/-
Anil Aggarwal
Director
DIN: 01385684

MITCON CREDENTIA TRUSTEESHIP SERVICES LIMITED

VRIKSH ADVISORS PRIVATE LIMITED

Notes on Financial Statements for the year ended March 31, 2022

(The previous year figures have been regrouped / reclassified, wherever necessary to confirm to the current year presentation)

Note:2 – Reserves and Surplus **(Amount in Rs.)**

Particulars	**As at 31.03.2022**	**As at 31.03.2021**
Surplus/ (Deficit)		
Opening Balance	**1,64,46,330**	**1,62,39,920**
(+) Net Profit (Loss) For the Current Year	(3,27,620)	2,08,543
(-) Income Tax Adjustment	(2,510)	(2,133)
Closing Balance	**1,61,16,200**	**1,64,46,330**

Note : 3 – Deferred Tax Liabilities **(Amount in Rs.)**

Particulars	**As at 31.03.2022**	**As at 31.03.2021**
Opening Balance	**(1,33,732)**	**(1,20,345)**
Add: Deferred Tax liability during the year	-	(13,387)
Closing Balance	**(1,33,732)**	**(1,33,732**

Note : 4 – Short-term Borrowings **(Amount in Rs.)**

Particulars	**As at 31.03.2022**	**As at 31.03.2021**
Loans and Advances from Related Parties		
Mr. Anil Aggarwal (Director)	-	**35,40,469**

Note : 5 – Other Current Liabilities **(Amount in Rs.)**

Particulars	**As at 31.03.2022**	**As at 31.03.2021**
Auditors Remuneration Payable	62,900	35,400
TDS Payable	25,000	-
Professional charges Payable	2,70,000	-
GST payable	-	86,095
Total of Other Current Liabilities	**3,57,900**	**1,21,495**

MITCON CREDENTIA TRUSTEESHIP SERVICES LIMITED

Note : 6 – Short-term Provision **(Amount in Rs.)**

Particulars	**As at 31.03.2022**	**As at 31.03.2021**
Provision for Taxation (Assessment Year 2021-22)	**-**	**90,260**

For Vriksh Advisors Private Limited

Sd/-	Sd/-
Nikhil Aggarwal	Anil Aggarwal
Director	Director
DIN: 01845545	DIN: 01385684

MITCON CREDENTIA TRUSTEESHIP SERVICES LIMITED

VRIKSH ADVISORS PRIVATE LIMITED
Notes on Financial Statements for the year ended March 31, 2022

Note: 7- Property, Plant & Equipment, and Intangible Assets

(Amount in Rs)

Depreciation As Per Companies Act 2013 (Straight Line Method)

Particulars	***Gross Block***				***Depreciation Block***					***Net Block***	
	As On 01.04.2021	**Addn. During the year**	**Sold/ Transfd. During the year**	**As on 31.03.2022**	**Rate of Dep.**	**Upto 31.03.2021**	**During the year**	**Written Back**	**Upto 31.03.2022**	**As on 31.03.2022**	**As on 31.03.2021**
Tangible Assets											
Car	34,50,000	-	34,50,000	-	11.88%	32,77,500	-	32,77,500	-	-	172,500
Tangible Assets-Total	**34,50,000**	**-**	**34,50,000**	**-**		**32,77,500**	**-**	**32,77,500**	**-**	**-**	**1,72,500**
Previous Year's	***39,00,812***	**-**	***4,50,812***	***34,50,000***		***35,63,922***	**1,41,797**	**4,28,219**	**32,77,500**	**1,72,500**	**3,36,890**

For Vriksh Advisors Private Limited

Sd/- Sd/-

Nikhil Aggarwal Anil Aggarwal
Director Director
DIN: 01845545 DIN: 01385684

MITCON CREDENTIA TRUSTEESHIP SERVICES LIMITED

VRIKSH ADVISORS PRIVATE LIMITED
Notes on Financial Statements for the year ended March 31, 2022

(The previous year figures have been regrouped / reclassified, wherever necessary to confirm to the current year presentation)

Note: 8 – Long-term Loans and Advances **(Amount in Rs.)**

Particulars	**As at 31.03.2022**	**As at 31.03.2021**
Other Long-term Loans and Advances		
Advance paid for Property	**-**	**2,22,00,000**

Note : 9 – Cash and Cash Equivalents (**Amount in Rs.)**

Particulars	**As at 31.03.2022**	**As at 31.03.2021**
Cash-in-hand	-	13,637
Balances with Bank		
-Current Account with ICICI Bank	4,10,001	2,86,185
-Fixed Deposit with ICICI Bank (maturing in less than 12 months)	1,56,03,194	-
-Accrued Interest on Fixed Deposits	2,67,126	-
Total of Cash and Cash Equivalents	**1,62,80,321**	**2,99,822**

Note : 10 – Other Current Assets (**Amount in Rs.)**

Particulars	**As at 31.03.2022**	**As at 31.03.2021**
Tax Deducted at source (Assessment Year 2021-22)	-	37,500
Tax Deducted at source (Assessment Year 2022-23)	44,793	-
GST Receivable	1,60,254	-
Total of Other Current Assets	**2,05,047**	**37,500**

For Vriksh Advisors Private Limited

Sd/- Sd/-

Nikhil Aggarwal
Director
DIN: 01845545

Anil Aggarwal
Director
DIN: 01385684

MITCON CREDENTIA TRUSTEESHIP SERVICES LIMITED

VRIKSH ADVISORS PRIVATE LIMITED
Notes on Financial Statements for the year ended March 31, 2022

(The previous year figures have been regrouped / reclassified, wherever necessary to confirm to the current year presentation)

Note: 11 – Income from Operations **(Amount in Rs.)**

Particulars	**As at 31.03.2022**	**As at 31.03.2021**
Consultancy Fee	1,50,000	5,00,000
Interest accrued/ received on Fixed Deposit	2,98,047	-
Other – Misc. Income	4,333	
Total of Revenue from Operations	**4,52,380**	**5,00,000**

Note : 12 – Other Expenses (**Amount in Rs.)**

Particulars	**As at 31.03.2022**	**As at 31.03.2021**
Auditors Remuneration	27,500	11,800
Car Running Expenses	-	34,180
Miscellaneous fee	-	5,860
Professional Charges (Pls. Refer to Note 7 in the Note to Accounts)	8,75,000	19,632
ROC Filing and Secretarial work Fee	15,000	1,020
Total of Other Expenses	**9,17,500**	**72,492**

Note : 13 – Finance Costs (**Amount in Rs.)**

Particulars	**As at 31.03.2022**	**As at 31.03.2021**
Bank Charges	-	**295**

For Vriksh Advisors Private Limited

Sd/-
Nikhil Aggarwal
Director
DIN: 01845545

Sd/-
Anil Aggarwal
Director
DIN: 01385684

MITCON CREDENTIA TRUSTEESHIP SERVICES LIMITED

VRIKSH ADVISORS PRIVATE LIMITED
Notes on Financial Statements for the year ended March 31, 2022

I. Corporate Information

Vriksh Advisors Private Limited, incorporated on July 31, 2008, is in the business of providing management consultancy services to its clients. During the year, the company has modified its Main Objects Clause in its Memorandum of Association to inter-alia include the business to acquire immovable property or any rights for the purpose of renting or assigning the receivables from such properties to entities undertaking issuance of debt instruments or security receipts in the capital market. The relevant clause is reproduced here:

"To acquire by purchase, lease, exchange or otherwise any movable or immovable property and any rights or privileges which the Company may deem necessary or convenient for the purpose of *inter alia* renting out or selling such properties, as well as selling or assigning the receivables from such properties to entities undertaking issuance of debt instruments or security receipts in the capital market, on a private placement basis or otherwise."

During the year, the company has also altered its MOA and AOA to align it as per the provisions of The Companies Act, 2013

II. Significant Accounting Policies

1. Basis of preparation of Financial Statements

The financial statements of the Company have been prepared in accordance with generally accepted accounting principles in India (India GAAP). The Company has prepared these financial statements to comply in all respects with the Accounting Standards notified under the Companies (Accounting Standards) Rules 2006 (as amended) and the relevant provisions of the Indian Companies Act, 2013 (to the extent notified) and the provisions of the Companies Act, 1956 (to the extent applicable).

The Company is a Small and Medium Sized Company (SMC) as defined in the Companies (Accounting Standards) Rules, 2021 notified under the Companies Act, 2013. Accordingly, the Company has complied with the Accounting Standards as applicable to a Small and Medium Sized Company.

The financial statements have been prepared under the historical cost convention on accrual basis. The accounting policies adopted in the preparation of financial statements are consistent with those of previous year.

All assets and liabilities have been classified as current or non-current as per the Company's normal operating cycle and other criteria set out in the Schedule III to the Companies Act, 2013.

2. Use of estimates

The preparation of financial statements requires the management to make judgments, estimates and assumptions that affect the reported amounts of expenses, assets and liabilities and the disclosure of contingent liabilities, at the end of the reporting period. Although these estimates are based on the management's best knowledge of current events and actions, uncertainty about these assumptions and estimates could result in the outcomes requiring a material adjustment to the carrying amounts of assets or liabilities in future periods.

3. Property, Plant and Equipment

The Company does not have any tangible, intangible or leased Property, Plant, and Equipment as on March 31, 2022

MITCON CREDENTIA TRUSTEESHIP SERVICES LIMITED

4. Revenue Recognition

Revenue is recognized to the extent that it is probable that the economic benefits will flow to the company and the revenue can be reliably measured.

5. Income Tax

Tax expense comprises current and deferred tax.

(i) Current tax is determined as the amount of tax payable in respect of taxable income for the period under the Income Tax Act, 1961.

(ii) Deferred tax is recognized, subject to the consideration of prudence, on timing Difference, being the difference between taxable income and accounting income for a period that originate in one period and are capable of reversal in one or more subsequent periods.

6. Earnings Per Share

Basic earnings per share are calculated by dividing the net profit or loss for the period attributable to equity shareholders by the weighted average number of equity shares outstanding during the period.

7. Provisions, Contingent Liabilities and Contingent Assets (AS-29)

Provisions involving substantial degree of estimation in measurement are recognized when there is present obligation as a result of past events, and it is probable that there will be an out flow of resources. Contingent Liabilities are not recognized but are disclosed in the notes. Contingent Assets are neither recognized nor disclosed in the financial statement.

8. Cash and Cash Equivalents

Cash and cash equivalents comprise cash at bank and fixed deposits with the bank for a period of less than 12 months.

9. Employees

The Company did not employ any employee at any time during the year

III. Notes to Accounts

1. **The company follows the mercantile system of accounting.**

2. **Provision for Current Tax – This year the company has incurred a loss, hence no provision has been made for Income-tax (Both current and deferred tax)**

3. **Audit Fees (Exclusive Goods and Service Tax): Rs 27,500/-**

4. **Expenditure in Foreign Currency: NIL**

5. **Earning in Foreign Exchange: NIL**

6. **Related Party Disclosure**

List of Related Parties

Enterprises owned or significantly influenced by key management personnel or their relatives	**Not Applicable**
Director	**Mr. Anil Aggarwal**

MITCON CREDENTIA TRUSTEESHIP SERVICES LIMITED

Director	**Mr. Nikhil Aggarwal (Appointment w.e.f 07/10/2021)**
Director	**Mrs Neeta Aggarwal (Resigned w.e.f 27/10/2021)**

Related Party transactions

Name of related Party	**Nature of Transactions**	**Balance as on 31.03.21 (in Rs.)**
Anil Aggarwal	**Repayment of Loan**	**3,540,469/-**
Anil Aggarwal	**Sale of Car**	**3,10,000/-**

7. In pursuance of its new objectives, the company has incurred this year a sum of Rs.8,75,000/- obtaining credit ratings, appointment of trustees and carrying out financial due diligence on the company in preparation for acquiring an asset and assignment of its receivables to a trust for securitisation.

8. While the Company is awaiting regulatory approvals and is yet to acquire an asset the cost of various services that the company has received under the respective agreements has been charged to the Profit and Loss account of this year.

9. During the year the Company has made redemption of 2,50,000 of Redeemable preferential Share of Rs. 10/-Each at face value of Rs. 10/- in this regard the Company has duly filed the necessary forms with Registrar of Companies as prescribed for redemption of preference share under the Companies Act,2013 and the same has been approved by the Registrar of Companies.

IV. Reporting on Regulatory Matters

1. Since the Company does not have any Property, Plant and Equipment and Intangible Assets as on March 31, 2022, there is nothing to disclose any information on the same.

2. The Company has no Loans or Advances given to Directors, KMPs or related parties that are outstanding as on March 31, 2022

3. The Company as on March 31, 2022 does not have any (a) Capital works in progress (b) Trade Receivables, hence reporting of ageing analysis is not applicable. There is no trade payable as on March 31, 2022. The comment regarding due payment to MSME is regard to Trade Payable is not Applicable

4. No proceedings have been initiated or pending against the company for holding any benami property under the Benami Transactions (Prohibition) Act, 1988 (45 of 1988) and the rules made thereunder.

5. The Company has no borrowings from any bank, hence the respective reporting(s) relating to the borrowings from the bank and 'wilful defaulter' are not applicable to the Company.

6. During the year, the Company did not have any transactions with any "struck off" companies.

7. The Company does not have any holding, subsidiary, and an associate company hence there is no need to comment.

MITCON CREDENTIA TRUSTEESHIP SERVICES LIMITED

8. The Company has no transaction which is not recorded in Books of Accounts which has been surrendered or disclosed as income during the year for any tax assessments under the Income Tax Act, 1961 (such as, search or survey or any other relevant provisions of the Income Tax Act, 1961)

9. The Company is not covered under Section 135 of the Companies Act, in respect of contribution to Corporate Social Responsibility.

10. The Company has not dealt with Crypto or Virtual Currency during the year

11. Financial Ratios (As applicable to the Company) are given in the table below:

Financial Ratio	Formula	As at 31.03.2022	As at 31.03.2021	Rationale for deviation of more than 25%
Current Ratio	Current Assets/ Current Liabilities	48.17	1.60	Company has liquidated Long-term Loans and advances and kept the funds in Cash Equivalents
Return on Equity Ratio	Profit after Tax/ No. of Equity shares	-22.59	14.38	Company has incurred revenue expenditure for new activity for which matching income will be accounted for in subsequent years
Net Capital Turnover Ratio	Total Professional Receipt/ Equity Share holders	1.03	3.49	The Professional Receipt of Company has reduced substantially
Net Profit Ratio	Profit after Tax/ Total Income	(52.9%)	41.71%	Company has incurred revenue expenditure for new activity for which matching income will be accounted for in subsequent years
Return on Capital Employed	Profit after tax/ total Capital Employed	Capital Turnover and Return on Capital ratios are not relevant for a professional services company that has large undistributed surplus.		

The Other Ratios are not applicable hence does not require to be commented.

12. There has been no Scheme of Arrangement which has been approved by the Competent Authority in term of Section 230 to 237 of the Company Act 2013. Hence any information relevant to this point does not require to be commented.

13. That the Company has not raised/borrowed any funds and Share Premium during the year hence the information regarding the utilization of such funds is not required to be commented.

For Vriksh Advisors Private Limited

For ANIL AMMITA & Co.
Chartered Accountants

Sd/-
(ANIL GOEL)

Sd/-
Nikhil Aggarwal
Director
DIN: 01845545

Sd/-
Anil Aggarwal
Director
DIN: 01385684

MITCON CREDENTIA TRUSTEESHIP SERVICES LIMITED

Partner
M.NO. 083183
Firm Registration No: 011401N
Place : New Delhi
Dated : May 02, 2022
UDIN: 22083183AIGYPC8852

Independent Auditor's Report (FY 2020-2021)

To,

The Members of
VRIKSH ADVISORS PRIVATE LIMITED
New Delhi

Report on the Standalone Financial Statements
We have audited the accompanying standalone financial statements of Vriksh Advisors Private Limited ('the Company'), which comprise the Balance Sheet as at 31st March, 2021, the Statement of Profit and Loss for the year then ended, and notes to the financial Statement, including a summary of significant accounting policies and other explanatory information.

In our opinion and to the best of our information and according to the explanations given to us, the aforesaid standalone financial statements, give the information required by the Act in the manner so required and give a true and fair view in conformity with the accounting principles generally accepted in India, of the state of affairs of the Company as at 31st March, 2021, and its profit for the year ended on that date.

Basis for Opinion
We conducted our audit in accordance with the Standards on Auditing (SAs) specified under section 143(10) of the Companies Act, 2013. Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Financial Statements* section of our report. We are independent of the Company in accordance with the *Code of Ethics* issued by the Institute of Chartered Accountants of India together with the ethical requirements that are relevant to our audit of the financial statements under the provisions of the Companies Act, 2013 and the Rules there under, and we have fulfilled our other ethical responsibilities in accordance with these requirements and the Code of Ethics.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Information Other than the Financial Statements and Auditor's Report thereon

The Company's Board of Directors is responsible for the other information. The other information comprises of the Director's Report. This report is expected to be made available to us after the date of this auditor's report.

Our opinion on the financial statements does not cover the other information and we will not express any form of assurance conclusion thereon.

MITCON CREDENTIA TRUSTEESHIP SERVICES LIMITED

In connection with our audit of the financial statements, our responsibility is to read the other information and, in doing so, consider whether the other information is materially inconsistent with the financial statements, or our knowledge obtained during the course of audit or otherwise appears to be materially misstated.

This report has not been made available to us till date of this audit report, we are unable to comment, whether any information in this report is materially inconsistent with the financial statements of the Company.

Responsibility of Management for Standalone Financial Statements

The Company's Board of Directors is responsible for the matters in section134 (5) of the Companies Act, 2013 ('the Act') with respect to the preparation of these standalone financial statements that give a true and fair view of the financial position, financial performance, and cash flows of the Company in accordance with the accounting principles generally accepted in India, including the Accounting Standards specified under Section 133 of the Act. This responsibility also includes the maintenance of adequate accounting records in accordance with the provision of the Act for safeguarding of the assets of the Company and for preventing and detecting frauds and other irregularities; selection and application of appropriate accounting policies; making judgments and estimates that are reasonable and prudent; and design, implementation and maintenance of adequate internal financial controls, that were operating effectively for ensuring the accuracy and completeness of the accounting records, relevant to the preparation and presentation of the financial statements that give a true and fair view and are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing the Company's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Company or to cease operations, or has no realistic alternative but to do so.

Those Board of Directors are also responsible for overseeing the company's financial reporting process.

Auditor's Responsibilities for the Audit of the Financial Statements

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

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

- Identify and assess the risk of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.

MITCON CREDENTIA TRUSTEESHIP SERVICES LIMITED

- Conclude on the appropriateness of management's use of the going concern basis of accounting and based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Company's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Company to cease to continue as a going concern.

- Evaluate the overall presentation, structure, and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

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

We also provide those charged with governance with a statement that we have complied with relevant ethical requirements regarding independence, and to communicate with them all relationships and other matters that may reasonably be thought to bear on our independence, and where applicable, related safeguards. From the matters communicated with those charged with governance, we determine those matters that were of most significance in the audit of the financial statements of the current period and are therefore the key audit matters. We describe these matters in our auditor's report unless law or regulation precludes public disclosure about the matter or when, in extremely rare circumstances, we determine that a matter should not be communicated in our report because the adverse consequences of doing so would reasonably be expected to outweigh the public interest benefits of such communication.

Report on other Legal and Regulatory Requirements

3. Companies (Auditor's Report) Order 2016, issued by the Central Government of India in terms of section 143(11) of the Companies Act, 2013 is not applicable to the company.

4. As required by section 143(3) of the Act, we report that:

   a) We have sought and obtained all the information and explanations which to the best of our knowledge and belief were necessary for the purposes of our audit.

   b) In our opinion proper books of account as required by law have been kept by the Company so far as appears from our examination of those books.

   c) The Balance Sheet and the Statement of Profit and Loss dealt with by this Report are in agreement with the books of account.

   d) In our opinion, the aforesaid standalone financial statements comply with the Accounting Standards specified under Section 133 of the Act, read with Rule 7 of the Companies (Accounts) Rules, 2014.

   e) On the basis of written representations received from the directors as on 31st March, 2021 taken on record by the Board of Directors, none of the directors is disqualified as on 31st March, 2021, from being appointed as a director in terms of Section 164(2) of the Act.

MITCON CREDENTIA TRUSTEESHIP SERVICES LIMITED

f) With respect to the other matters to be included in the Auditor's Report in accordance with Rule 11 of the Companies (Audit and Auditors) Rules, 2014, in our opinion and to the best of our information and according to the explanations given to us:

(iv) The Company does not have any pending litigations which would impact its financial position.

(v) The Company did not have any long-term contracts including derivatives contracts for which there were any material foreseeable losses

(vi) There were no amounts which required to be transferred to the Investor Education and Protection Fund by the Company.

For ANIL AMMITA & CO.
Chartered Accountants
Firm Registration No.011401N

Sd/-

(Gaurav Goel)
Partner
M.No.518237
Date: 24/08/2021
Place: New Delhi
UDIN: 21518237AAAAF8724

MITCON CREDENTIA TRUSTEESHIP SERVICES LIMITED

VRIKSH ADVISORS PRIVATE LIMITED
13, PASCHIMI MARG, VASANT VIHAR, NEW DELHI 110057
(CIN - U74120DL2008PTC181602)

Balance Sheet as at March 31, 2021

Amount. (in Rs.)

Particulars	**Notes**	**As at**	**As at**
		31st Mar, 2021	**31st Mar, 2020**
I. EQUITY AND LIABILITIES			
Shareholders' Funds			
Share Capital	1	26,45,000	26,45,000
Reserves & Surplus	2	1,64,46,330	1,62,39,920
Current liabilities			
Short-term Borrowings	4	35,40,469	91,18,062
Other Current Liabilities	5	1,21,495	23,600
Short term Provisions	6	90,260	2,26,866
TOTAL		**2,28,43,554**	**2,82,53,449**
II. ASSETS			
Non-current Assets			
Fixed Assets			
Tangible Assets	7	1,72,500	3,36,890
Long-term Loans and Advances	8	2,22,00,000	2,74,50,000
Deferred Tax Liabilities (net)	3	1,33,732	1,20,345
Current Assets			
Cash and Cash Equivalents	9	2,99,822	1,23,342
Other Current Assets	10	37,500	2,22,872

MITCON CREDENTIA TRUSTEESHIP SERVICES LIMITED

TOTAL		**2,28,43,554**	**2,82,53,449**

Notes annexed hereto form an integral part of the Balance Sheet

"AUDITORS REPORT"
(As per our Separate Report of even date attached)
for ANIL AMMITA & Co.
Chartered Accountants

Sd/-
(GAURAV GOEL
Partner
M.NO.518237
Firm Registration No: 011401N
Place : New Delhi
Dated : 24/08/2021
UDIN: 21518237AAAAAF8724

For Vriksh Advisors Private Limited

Sd/-
Neeta Aggarwal
Director
DIN: 01738593

Sd/-
Anil Aggarwal
Director
DIN: 01385684

VRIKSH ADVISORS PRIVATE LIMITED
13, PASCHIMI MARG, VASANT VIHAR, NEW DELHI 110057
(CIN - U74120DL2008PTC181602)

Statement of Profit and Loss for the year ended March 31, 2021

Amount. (in Rs.)

Particulars	**Notes**	**As at**	**As at**
		31st Mar, 2021	**31st Mar, 2020**
IV. Revenue from operations	11	5,00,000	12,00,005
V. Other Income		-	-
VI. Total Revenue (I +II)		**5,00,000**	**12,00,005**
IV. Expenses			
V. Other Expenses	12	72,492	1,98,919
VII. Finance Cost	13	295	295
VII Depreciation and Amortization Expenses	7	1,41,797	-
IX. Total Expenses (V+VI+VII)		**2,14,584**	**1,99,214**
XIII. Profit before Taxation (III – VIII)		2,85,416	10,00,791
X. Tax Expenses			
Provision for Current Tax		90,260	2,26,866
Deferred Tax Liability/ (Asset)		(13,387)	34154
XI. Profit /(Loss) after Taxation for the period		2,08,543	7,39,771

MITCON CREDENTIA TRUSTEESHIP SERVICES LIMITED

Net Profit/ (Loss) carried over to Balance Sheet		2,08,543	7,39,771
XII. Earnings per Equity Share			
Number of outstanding Shares		14,500	14,500
Basic Earnings Per Share (Rs.)		14	51

Notes annexed hereto form an integral part of the Balance Sheet

"AUDITORS REPORT"
(As per our Separate Report of even date attached)
for ANIL AMMITA & Co.
Chartered Accountants

Sd/-

(GAURAV GOEL
Partner
M.NO.518237
Firm Registration No: 011401N
Place : New Delhi
Dated : 24/08/2021
UDIN: 21518237AAAAAF8724

For Vriksh Advisors Private Limited

Sd/-
Neeta Aggarwal
Director
DIN: 01738593

Sd/-
Anil Aggarwal
Director
DIN: 01385684

MITCON CREDENTIA TRUSTEESHIP SERVICES LIMITED

VRIKSH ADVISORS PRIVATE LIMITED

Notes on Financial Statements for the year ended March 31, 2021

(The previous year figures have been regrouped / reclassified, wherever necessary to conform to the current year presentation)

Note:1 - Share Capital **(Amount in Rs.)**

Particulars	**As at 31.03.2021**	**As at 31.03.2020**
Authorised		
Equity Share Capital: (50,000 Shares of Rs.10/- each), Previous Year: (50,000 Shares of Rs 10/- each)	5,00,000	5,00,000
Preference Share Capital: 2,50,000 shares of Rs 10/- each, Previous Year (2,50,000 Shares of Rs 10/- each)	25,00,000	25,00,000
Total Authorised Capital	**30,00,000**	**30,00,000**
Issued		
Equity Share Capital: (14,500 fully paid up shares of Rs.10/- each), Previous Year: (14,500 fully paid up shares of Rs 10/- each)	1,45,000	1,45,000
Preference Share Capital: 2,50,000 Fully paid shares of Rs 10/- each, Previous Year (2,50,000 Shares of Rs 10/- each)	25,00,000	25,00,000
Total Issued Capital	**26,45,000**	**26,45,000**

Note :1(A) Reconciliation of number of shares outstanding

Particulars	**As at 31.03.2021**	**As at 31.03.2020**
Equity share capital		
Shares outstanding at the beginning of the year	14,500	14,500
Add: Shares Issued during the year	-	-
Less: Shares bought back during the year	-	-
Equity shares outstanding at the end of the year	**14,500**	**14,500**
Preference Share capital		
Shares outstanding at the beginning of the year	2,50,000	2,50,000
Add: Shares Issued during the year	-	-
Less: Shares redeemed during the year	-	-
Preference shares outstanding at the end of the year	**2,50,000**	**2,50,000**

Note :1(B) No buyback of shares undertaken during the year.

Note :1(C) Rights and restrictions attached to the equity shares - The equity shares of the company, having par value of Rs 10 each per share, rank pari passu in all respect including voting right.

Shareholders Holding more than 5% of the Equity Shares of the Company/ Promoter Holding:

Name of Promoter	**As at 31.03.2021**		**As at 31.03.2020**	
	No. of Shares	% Holding	No. of Shares	% Holding
Anil Aggarwal	9,500	66	9,500	66
Nikhil Aggarwal	5,000	34	5,000	34

MITCON CREDENTIA TRUSTEESHIP SERVICES LIMITED

For Vriksh Advisors Private Limited

Sd/-	Sd/-
Neeta Aggarwal	Anil Aggarwal
Director	Director
DIN: 01738593	DIN: 01385684

MITCON CREDENTIA TRUSTEESHIP SERVICES LIMITED

VRIKSH ADVISORS PRIVATE LIMITED

Notes on Financial Statements for the year ended March 31, 2021

(The previous year figures have been regrouped / reclassified, wherever necessary to conform to the current year presentation)

Note: 2 – Reserves and Surplus **(Amount in Rs.)**

Particulars	**As at 31.03.2021**	**As at 31.03.2020**
Surplus/ (Deficit)		
Opening Balance	**1,62,39,920**	**1,55,09,121**
(+) Net Profit (Loss) For the Current Year	2,08,543	7,39,771
(-) Income Tax Adjustment	(2,133)	8972
Closing Balance	**1,64,46,330**	**1,62,39,920**

Note : 3 – Deferred Tax Liabilities **(Amount in Rs.)**

Particulars	**As at 31.03.2021**	**As at 31.03.2020**
Opening Balance	**(1,20,345)**	**(1,54,499)**
Add: Deferred Tax liability during the year	(13,387)	34154
Closing Balance	**(1,33,732**	**(1,20,345)**

Note : 4 – Short-term Borrowings **(Amount in Rs.)**

Particulars	**As at 31.03.2021**	**As at 31.03.2020**
Loans and Advances from Related Parties		
Mr. Anil Aggarwal (Director)	**35,40,469**	**91,18,062**

Note : 5 – Other Current Liabilities **(Amount in Rs.)**

Particulars	**As at 31.03.2021**	**As at 31.03.2020**
Auditors Remuneration Payable	35,400	23,600
GST payable	86,095	-
Total of Other Current Liabilities	**1,21,495**	

Note : 6 – Short-term Provision **(Amount in Rs.)**

Particulars	**As at 31.03.2021**	**As at 31.03.2020**
Provision for Taxation (Assessment Year 2020-21)	**-**	**2,26,866**
Provision for Taxation (Assessment Year 2021-22)	**90,260**	**-**

For Vriksh Advisors Private Limited

Sd/- Sd/-

MITCON CREDENTIA TRUSTEESHIP SERVICES LIMITED

Neeta Aggarwal	Anil Aggarwal
Director	Director
DIN: 01738593	DIN: 01385684

MITCON CREDENTIA TRUSTEESHIP SERVICES LIMITED

VRIKSH ADVISORS PRIVATE LIMITED
Notes on Financial Statements for the year ended March 31, 2021
(The previous year figures have been regrouped / reclassified, wherever necessary to conform to the current year presentation)

Note: 7- FIXED ASSETS **(Amount in Rs)**

Depreciation As Per Companies Act 2013 (Straight Line Method)

Particulars	***Gross Block***				***Depreciation Block***					***Net Block***	
	As On 01.04.2020	**Addn. during the year**	**Sold/ Transfd. during the year**	**As on 31.03.2021**	**Rate of Dep.**	**Up to 31.03.2020**	**During the year**	**Written Back**	**Up to 31.03.2021**	**As on 31.03.2021**	**As on 31.03.2020**
Tangible Assets											
Computers	3,97,312	-	3,97,312	-	31.67%	3,77,446	-	3,77,446	-	-	19,866
Car	34,50,000	-	-	34,50,000	11.88%	31,35,703	1,41,797	-	32,77,500	1,72,500	3,14,297
Mobile Phone	53,500	-	53,500	-	19.00%	50,773	-	50,773	-	-	2,727
Tangible Assets -Total	**39,00,812**	**-**	**4,50,812**	**34,50,000**		**35,63,922**	**1,41,797**	**4,28,219**	**32,77,500**	**1,72,500**	**3,36,890**
Previous Year's	***39,00,812***	**-**	**-**	***39,00,812***		***35,63,922***	**-**	**-**	**35,63,922**	**3,36,890**	**3,36,890**

For Vriksh Advisors Private Limited

Sd/- Sd/-
Neeta Aggarwal Anil Aggarwal
Director Director
DIN: 01738593 DIN: 01385684

MITCON CREDENTIA TRUSTEESHIP SERVICES LIMITED

VRIKSH ADVISORS PRIVATE LIMITED
Notes on Financial Statements for the year ended March 31, 2021

(The previous year figures have been regrouped / reclassified, wherever necessary to conform to the current year presentation)

Note: 8 – Long-term Loans and Advances **(Amount in Rs.)**

Particulars	**As at 31.03.2021**	**As at 31.03.2020**
Other Long-term Loans and Advances		
Advance paid for Property	**2,22,00,000**	**2,74,50,000**

Note : 9 – Cash and Cash Equivalents **(Amount in Rs.)**

Particulars	**As at 31.03.2021**	**As at 31.03.2020**
Cash-in-hand	13,637	13,637
Balances with Bank		
-Current Account with ICICI Bank	2,86,185	1,09,705
Total of Cash and Cash Equivalents	**2,99,822**	**1,23,342**

Note : 10 – Other Current Assets **(Amount in Rs.)**

Particulars	**As at 31.03.2021**	**As at 31.03.2020**
Tax Deducted at source (Assessment Year 2021-22)	37,500	-
Tax Deducted at source (Assessment Year 2020-21)	-	1,20,000
Advance Tax (A. Yr. 2020-21)	-	1,00,000
GST Receivable	-	2,872
Total of Other Current Assets	**37,500**	**2,22,872**

For Vriksh Advisors Private Limited

Sd/- Sd/-
Neeta Aggarwal Anil Aggarwal
Director Director
DIN: 01738593 DIN: 01385684

MITCON CREDENTIA TRUSTEESHIP SERVICES LIMITED

VRIKSH ADVISORS PRIVATE LIMITED
Notes on Financial Statements for the year ended March 31, 2021

(The previous year figures have been regrouped / reclassified, wherever necessary to conform to the current year presentation)

Note: 11 – Revenue from Operations **(Amount in Rs.)**

Particulars	**As at 31.03.2021**	**As at 31.03.2020**
Consultancy Fee	5,00,000	12,00,005
Other Income	-	-
Total of Revenue from Operations	**5,00,000**	**12,00,005**

Note : 12 – Other Expenses **(Amount in Rs.)**

Particulars	**As at 31.03.2021**	**As at 31.03.2020**
Auditors Remuneration	11,800	11,800
Car Insurance	-	20,595
Car Running Expenses	34,180	20,350
Miscellaneous fee	5,860	15,370
Professional Charges (Pls. refer to Note 10 in the Note to Accounts)	19,632	1,26,977
ROC Filing and Secretarial work Fee	1,020	3,827
Total of Other Expenses	**72,492**	**1,98,919**

Note : 13 – Finance Costs **(Amount in Rs.)**

Particulars	**As at 31.03.2021**	**As at 31.03.2020**
Bank Charges	**295**	**295**

For Vriksh Advisors Private Limited

Sd/- Sd/-

Neeta Aggarwal
Director
DIN: 01738593

Anil Aggarwal
Director
DIN: 01385684

MITCON CREDENTIA TRUSTEESHIP SERVICES LIMITED

VRIKSH ADVISORS PRIVATE LIMITED
Notes on Financial Statements for the year ended March 31, 2021

SIGNIFICANT ACCOUNTING POLICIES

1. Basis of preparation of Financial Statements

The financial statements have been prepared to comply in all material respects with the notified Accounting Standard as prescribed under section 133 of the Companies Act, 2013('Act') read with Rule 7 of the Companies (Accounts) Rules, 2014 the provisions of the Act (to the extent notifies and applicable. The accounting policies have been consistently applied by the Company. All assets and liabilities have been classified as current or non-current as per the Company's normal operating cycle and other criteria set out in the Schedule III to the Companies Act, 2013.

2. Income-Tax

(iii) Current tax is determined as the amount of tax payable in respect of taxable income for the period under the Income Tax Act, 1961.

(iv) Deferred tax is recognized, subject to the consideration of prudence, on timing Difference, being the difference between taxable income and accounting income for a period that originate in one period and are capable of reversal in one or more subsequent periods.

3. Earnings per Share

Basis earnings per share are calculated by dividing the net profit or loss for the period attributable to equity shareholders by the weighted average number of equity shares outstanding during the period.

4. Provisions, Contingent Liabilities and Contingent Assets(AS-29)

Provisions involving substantial degree of estimation in measurement are recognized when there is present obligation as a result of past events, and it is probable that there will be an out flow of resources. Contingent Liabilities are not recognized but are disclosed in the notes. Contingent Assets are neither recognized nor disclosed in the financial statement.

NOTES ON ACCOUNTS

10. **The company follows the mercantile system of accounting.**

11. **Subject to confirmation and reconciliation, as explained to us, balances of Loan & Advances, Unsecured Loans, Trade Receivables, and other Current liabilities are considered to be good and realizable.**

12. **Previous year figures**

The Company has re-classified previous year figures to confirm to this year's classification. The re-classification does not impact recognition and measurement principles followed for preparation of financial statements

13. **Provision for Current Tax: Rs.90,260/-**

14. **Provision for Deferred Tax Asset : Rs.13,387/-**

MITCON CREDENTIA TRUSTEESHIP SERVICES LIMITED

15. **Audit Fees *(Exclusive Goods and Service Tax)* : Rs 11,800/-**

16. **Expenditure in Foreign Currency : NIL**

17. **Earning in Foreign Exchange: NIL**

18. **Related Party Disclosure**

List of Related Parties

Enterprises owned or significantly influenced by key management personnel or their relatives	**Not Applicable**
Director	**Mr. Anil Aggarwal**
Director	**Mrs. Neeta Aggarwal**

Related Party transactions

Name of related Party	**Nature of Transactions**	**Balance as on 31.03.21 (in Rs.)**
Anil Aggarwal	**Loan**	**3,540,469/-**

For Vriksh Advisors Private Limited

For ANIL AMMITA & Co.
Chartered Accountants

Sd/- Sd/-
Neeta Aggarwal Anil Aggarwal Sd/-
Director Director
(GAURAV GOEL DIN: 01738593 DIN: 01385684
Partner
M.NO.518237
Firm Registration No: 011401N
Place : New Delhi
Dated : 24/08/2021
UDIN: 21518237AAAAAF8724

MITCON CREDENTIA TRUSTEESHIP SERVICES LIMITED

Independent Auditor's Report (FY 2019-2020)

To,

The Members of
VRIKSH ADVISORS PRIVATE LIMITED
New Delhi

Report on the Standalone Financial Statements
We have audited the accompanying standalone financial statements of Vriksh Advisors Private Limited ('the Company'), which comprise the Balance Sheet as at 31st March, 2020, the Statement of Profit and Loss for the year then ended, and notes to the financial Statement, including a summary of significant accounting policies and other explanatory information.

In our opinion and to the best of our information and according to the explanations given to us, the aforesaid standalone financial statements, give the information required by the Act in the manner so required and give a true and fair view in conformity with the accounting principles generally accepted in India, of the state of affairs of the Company as at 31st March, 2020, and its profit for the year ended on that date.

Basis for Opinion
We conducted our audit in accordance with the Standards on Auditing (SAs) specified under section 143(10) of the Companies Act, 2013. Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Financial Statements* section of our report. We are independent of the Company in accordance with the *Code of Ethics* issued by the Institute of Chartered Accountants of India together with the ethical requirements that are relevant to our audit of the financial statements under the provisions of the Companies Act, 2013 and the Rules there under, and we have fulfilled our other ethical responsibilities in accordance with these requirements and the Code of Ethics.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Information Other than the Financial Statements and Auditor's Report thereon

The Company's Board of Directors is responsible for the other information. The other information comprises of the Director's Report. This report is expected to be made available to us after the date of this auditor's report.

Our opinion on the financial statements does not cover the other information and we will not express any form of assurance conclusion thereon.

In connection with our audit of the financial statements, our responsibility is to read the other information and, in doing so, consider whether the other information is materially inconsistent with the financial statements, or our knowledge obtained during the course of audit or otherwise appears to be materially misstated.

MITCON CREDENTIA TRUSTEESHIP SERVICES LIMITED

This report has not been made available to us till date of this audit report, we are unable to comment, whether any information in this report is materially inconsistent with the financial statements of the Company.

Responsibility of Management for Standalone Financial Statements

The Company's Board of Directors is responsible for the matters in section134 (5) of the Companies Act, 2013 ('the Act') with respect to the preparation of these standalone financial statements that give a true and fair view of the financial position, financial performance, and cash flows of the Company in accordance with the accounting principles generally accepted in India, including the Accounting Standards specified under Section 133 of the Act. This responsibility also includes the maintenance of adequate accounting records in accordance with the provision of the Act for safeguarding of the assets of the Company and for preventing and detecting frauds and other irregularities; selection and application of appropriate accounting policies; making judgments and estimates that are reasonable and prudent; and design, implementation and maintenance of adequate internal financial controls, that were operating effectively for ensuring the accuracy and completeness of the accounting records, relevant to the preparation and presentation of the financial statements that give a true and fair view and are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing the Company's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Company or to cease operations, or has no realistic alternative but to do so.

Those Board of Directors are also responsible for overseeing the company's financial reporting process.

Auditor's Responsibilities for the Audit of the Financial Statements

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

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

- Identify and assess the risk of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.

- Conclude on the appropriateness of management's use of the going concern basis of accounting and based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Company's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures

MITCON CREDENTIA TRUSTEESHIP SERVICES LIMITED

are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Company to cease to continue as a going concern.

- Evaluate the overall presentation, structure, and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

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

We also provide those charged with governance with a statement that we have complied with relevant ethical requirements regarding independence, and to communicate with them all relationships and other matters that may reasonably be thought to bear on our independence, and where applicable, related safeguards. From the matters communicated with those charged with governance, we determine those matters that were of most significance in the audit of the financial statements of the current period and are therefore the key audit matters. We describe these matters in our auditor's report unless law or regulation precludes public disclosure about the matter or when, in extremely rare circumstances, we determine that a matter should not be communicated in our report because the adverse consequences of doing so would reasonably be expected to outweigh the public interest benefits of such communication.

Report on other Legal and Regulatory Requirements

5. Companies (Auditor's Report) Order 2016, issued by the Central Government of India in terms of section 143(11) of the Companies Act, 2013 is not applicable to the company.

6. As required by section 143(3) of the Act, we report that:

   g) We have sought and obtained all the information and explanations which to the best of our knowledge and belief were necessary for the purposes of our audit.

   h) In our opinion proper books of account as required by law have been kept by the Company so far as appears from our examination of those books.

   i) The Balance Sheet and the Statement of Profit and Loss dealt with by this Report are in agreement with the books of account.

   j) In our opinion, the aforesaid standalone financial statements comply with the Accounting Standards specified under Section 133 of the Act, read with Rule 7 of the Companies (Accounts) Rules, 2014.

   k) On the basis of written representations received from the directors as on 31st March, 2020 taken on record by the Board of Directors, none of the directors is disqualified as on 31st March, 2020, from being appointed as a director in terms of Section 164(2) of the Act.

   l) With respect to the other matters to be included in the Auditor's Report in accordance with Rule 11 of the Companies (Audit and Auditors) Rules, 2014, in our opinion and to the best of our information and according to the explanations given to us:

   (vii) The Company does not have any pending litigations which would impact its financial

MITCON CREDENTIA TRUSTEESHIP SERVICES LIMITED

position.

(viii) The Company did not have any long-term contracts including derivatives contracts for which there were any material foreseeable losses

(ix) There were no amounts which required to be transferred to the Investor Education and Protection Fund by the Company.

For ANIL AMMITA & CO.
Chartered Accountants
Firm Registration No.011401N

Sd/-

(Gaurav Goel)
Partner
M.No.518237
Date: 03/09/2020
Place: New Delhi
UDIN: 20518237AAAAF3117

MITCON CREDENTIA TRUSTEESHIP SERVICES LIMITED

VRIKSH ADVISORS PRIVATE LIMITED
13, PASCHIMI MARG, VASANT VIHAR, NEW DELHI 110057
(CIN - U74120DL2008PTC181602)

Balance Sheet as at March 31, 2020

Amount. (in Rs.)

Particulars	Notes	As at	As at
		31st Mar, 2020	31st Mar, 2019
I. EQUITY AND LIABILITIES			
Shareholders' Funds			
Share Capital	1	26,45,000	26,45,000
Reserves & Surplus	2	1,62,39,920	1,55,09,121
Current liabilities			
Short-term Borrowings	4	91,18,062	98,01,527
Other Current Liabilities	5	23,600	11,800
Short term Provisions	6	2,26,866	1,76218
TOTAL		**2,82,53,449**	**2,81,43,667**
II. ASSETS			
Non-current Assets			
Fixed Assets			
Tangible Assets	7	3,36,890	3,36,890
Long-term Loans and Advances	8	2,74,50,000	2,70,00,000
Deferred Tax Liabilities (net)	3	1,20,345	1,54,499
Current Assets			
Cash and Cash Equivalents	9	1,23,342	70,473
Short-term Loans and Advances	10	2,22,872	5,81,805
TOTAL		**2,82,53,449**	**2,81,43,667**

Notes annexed hereto form an integral part of the Balance Sheet

MITCON CREDENTIA TRUSTEESHIP SERVICES LIMITED

"AUDITORS REPORT"
(As per our Separate Report of even date attached)
for ANIL AMMITA & Co.
Chartered Accountants

Sd/-

(GAURAV GOEL
Partner
M.NO.518237
Firm Registration No: 011401N
Place : New Delhi
Dated : 03/09/2000
UDIN: 20518237AAAAAN3117

For Vriksh Advisors Private Limited

Sd/-	Sd/-
Neeta Aggarwal	Anil Aggarwal
Director	Director
DIN: 01738593	DIN: 01385684

MITCON CREDENTIA TRUSTEESHIP SERVICES LIMITED

VRIKSH ADVISORS PRIVATE LIMITED
13, PASCHIMI MARG, VASANT VIHAR, NEW DELHI 110057
(CIN - U74120DL2008PTC181602)

Statement of Profit and Loss for the year ended March 31, 2020

Amount. (in Rs.)

Particulars	**Notes**	**As at**	**As at**
		31st Mar, 2020	**31st Mar, 2019**
VII. Revenue from operations	11	12,00,005	15,50,000
VIII. Total Revenue (I +II)		**12,00,005**	**15,50,000**
III. Expenses			
Employee Benefit Expenses		-	-
Other Expenses	12	1,98,919	7,20,557
Finance Cost	13	295	-
Depreciation and Amortization Expenses	7	-	4,20,025
IV. Total Expenses		**1,99,214**	**11,40,582**
V. Profit before Taxation		10,00,791	4,09,418
VI.Tax Expenses			
Provision for Current Tax		2,26,866	1,76,218
Deferred Tax Liability/ (Asset)		34,154	(67,964)
VII. Profit /(Loss) after Taxation for the period		7,39,771	3,01,164
Net Profit/ (Loss) carried over to Balance Sheet		7,39,771	3,01,164
VIII.Earnings per Equity Share			
Number of outstanding Shares		14,500	14,500
Basic Earnings Per Share		51	21

Notes annexed hereto form an integral part of the Balance Sheet

"AUDITORS REPORT"
(As per our Separate Report of even date attached)
for ANIL AMMITA & Co.
Chartered Accountants

Sd/-
(GAURAV GOEL
Partner
M.NO.518237
Firm Registration No: 011401N
Place : New Delhi
Dated : 03/09/2020
UDIN: 20518237AAAAAN3117

For Vriksh Advisors Private Limited

Sd/-
Neeta Aggarwal
Director
DIN: 01738593

Sd/-
Anil Aggarwal
Director
DIN:01385684

MITCON CREDENTIA TRUSTEESHIP SERVICES LIMITED

MITCON CREDENTIA TRUSTEESHIP SERVICES LIMITED

VRIKSH ADVISORS PRIVATE LIMITED

Notes on Financial Statements for the year ended March 31, 2021

(The previous year figures have been regrouped / reclassified, wherever necessary to conform to the current year presentation)

Note:1 - Share Capital **(Amount in Rs.)**

Particulars	**As at 31.03.2020**	**As at 31.03.2019**
Authorised		
Equity Share Capital: (50,000 Shares of Rs.10/- each), Previous Year: (50,000 Shares of Rs 10/- each)	5,00,000	5,00,000
Preference Share Capital: 2,50,000 shares of Rs 10/- each, Previous Year (2,50,000 Shares of Rs 10/- each)	25,00,000	25,00,000
Total Authorised Capital	**30,00,000**	**30,00,000**
Issued		
Equity Share Capital: (14,500 fully paid up shares of Rs.10/- each), Previous Year: (14,500 fully paid up shares of Rs 10/- each)	1,45,000	1,45,000
Preference Share Capital: 2,50,000 Fully paid shares of Rs 10/- each, Previous Year (2,50,000 Shares of Rs 10/- each)	25,00,000	25,00,000
Total Issued Capital	**26,45,000**	**26,45,000**

Note :1(A) Reconciliation of number of shares outstanding

Particulars	**As at 31.03.2020**	**As at 31.03.2019**
Equity share capital		
Shares outstanding at the beginning of the year	14,500	14,500
Add: Shares Issued during the year	-	-
Less: Shares bought back during the year	-	-
Equity shares outstanding at the end of the year	**14,500**	**14,500**
Preference Share capital		
Shares outstanding at the beginning of the year	2,50,000	2,50,000
Add: Shares Issued during the year	-	-
Less: Shares redeemed during the year	-	-
Preference shares outstanding at the end of the year	**2,50,000**	**2,50,000**

Note :1(B) No buyback of shares undertaken during the year.

Note :1(C) Rights and restrictions attached to the equity shares - The equity shares of the company, having par value of Rs 10 each per share, rank pari passu in all respect including voting right.

Shareholders Holding more than 5% of the Equity Shares of the Company/ Promoter Holding:

Name of Promoter	**As at 31.03.2020**		**As at 31.03.2019**	
	No. of Shares	% Holding	No. of Shares	% Holding
Anil Aggarwal	9,500	66	9,500	66
Nikhil Aggarwal	5,000	34	5,000	34

MITCON CREDENTIA TRUSTEESHIP SERVICES LIMITED

For Vriksh Advisors Private Limited

Sd/-	Sd/-
Neeta Aggarwal	Anil Aggarwal
Director	Director
DIN: 01738593	DIN: 01385684

MITCON CREDENTIA TRUSTEESHIP SERVICES LIMITED

VRIKSH ADVISORS PRIVATE LIMITED

Notes on Financial Statements for the year ended March 31, 2020

(The previous year figures have been regrouped / reclassified, wherever necessary to conform to the current year presentation)

Note: 2 – Reserves and Surplus **(Amount in Rs.)**

Particulars	**As at 31.03.2020**	**As at 31.03.2019**
Surplus/ (Deficit)		
Opening Balance	**1,55,09,121**	**1,52,07,957**
(+) Net Profit (Loss) For the Current Year	7,39,771	3,01,164
(-) Income Tax Adjustment	8972	-
Closing Balance	**1,62,39,920**	**1,55,09,121**

Note : 3 – Deferred Tax Liabilities **(Amount in Rs.)**

Particulars	**As at 31.03.2020**	**As at 31.03.2019**
Opening Balance	**(1,54,499)**	**(86,535)**
Add: Deferred Tax liability during the year	34,154	(67,964)
Closing Balance	**(1,20,345)**	**(1,54,499)**

Note : 4 – Short-term Borrowings **(Amount in Rs.)**

Particulars	**As at 31.03.2020**	**As at 31.03.2019**
Loans and Advances from Related Parties		
Mr. Anil Aggarwal (Director)	**91,18,062**	**98,01,527**

Note : 5 – Other Current Liabilities **(Amount in Rs.)**

Particulars	**As at 31.03.2020**	**As at 31.03.2019**
Auditors Remuneration Payable	23,600	11,800
	-	
Total of Other Current Liabilities	**23,600**	**11,800**

Note : 6 – Short-term Provision **(Amount in Rs.)**

Particulars	**As at 31.03.2020**	**As at 31.03.2019**
Provision for Taxation (Assessment Year 2019-20)	**-**	**1,76,218**
Provision for Taxation (Assessment Year 2020-21)	**2,26,866**	**-**

For Vriksh Advisors Private Limited

Sd/- Sd/-

MITCON CREDENTIA TRUSTEESHIP SERVICES LIMITED

Neeta Aggarwal Anil Aggarwal
Director Director
DIN: 01738593 DIN: 01385684

MITCON CREDENTIA TRUSTEESHIP SERVICES LIMITED

VRIKSH ADVISORS PRIVATE LIMITED
Notes on Financial Statements for the year ended March 31, 2020
(The previous year figures have been regrouped / reclassified, wherever necessary to conform to the current year presentation)

Note: 7- FIXED ASSETS **(Amount in Rs)**

Depreciation As Per Companies Act 2013 (Straight Line Method)

Particulars	***Gross Block***				***Depreciation Block***					***Net Block***	
	As On 01.04.2019	**Addn. during the year**	**Sold/ Transfd. during the year**	**As on 31.03.2020**	**Rate of Dep.**	**Up to 31.03.2019**	**During the year**	**Written Back**	**Up to 31.03.2020**	**As on 31.03.2020**	**As on 31.03.2019**
Tangible Assets											
Computers	3,97,312	-	-	3,97,312	31.67%	3,77,446	-	-	3,77,446	19,866	19,866
Car	34,50,000	-	-	34,50,000	11.88%	31,35,703	-	-	31,35,703	3,14,297	3,14,297
Mobile Phone	53,500	-	-	53,500	19.00%	50,773	-	-	50,773	2,727	2,727
Tangible Assets -Total	**39,00,812**	**-**	**-**	**39,00,812**		**35,63,922**	**-**	**-**	**35,63,922**	**3,36,890**	**3,36,890**
Previous Year's	***39,00,812***	**-**	**-**	***39,00,812***		***31,43,897***	**4,20,025**	**-**	**35,63,922**	**3,36,890**	**7,56,915**

For Vriksh Advisors Private Limited

Sd/- Sd/-
Neeta Aggarwal Anil Aggarwal
Director Director
DIN: 01738593 DIN: 01385684

MITCON CREDENTIA TRUSTEESHIP SERVICES LIMITED

VRIKSH ADVISORS PRIVATE LIMITED
Notes on Financial Statements for the year ended March 31, 2020

(The previous year figures have been regrouped / reclassified, wherever necessary to conform to the current year presentation)

Note: 8 – Long-term Loans and Advances **(Amount in Rs.)**

Particulars	**As at 31.03.2020**	**As at 31.03.2019**
Other Long-term Loans and Advances		
Advance paid for Property	**2,74,50,000**	**2,70,00,000**

Note : 9 – Cash and Cash Equivalents **(Amount in Rs.)**

Particulars	**As at 31.03.2020**	**As at 31.03.2019**
Cash-in-hand	13,637	13,637
Balances with Bank		
-Current Account with ICICI Bank	1,09,705	56,836
Total of Cash and Cash Equivalents	**1,23,342**	**70,473**

Note : 10 – Short-term Loans and Advances **(Amount in Rs.)**

Particulars	**As at 31.03.2020**	**As at 31.03.2019**
Income tax refund receivable	-	23,305
Tax Deducted at source (Assessment Year 2019-20)	-	95,000
Tax Deducted at source (Assessment Year 2020-21)	1,20,000	-
Advance Tax (A. Yr. 2020-21)	1,00,000	-
Prepaid Insurance	-	13,364
Anubhav Sharma	-	4,50,000
GST Receivable	2,872	136
Total of Other Current Assets	**2,22,872**	**5,81,805**

For Vriksh Advisors Private Limited

Sd/- Sd/-
Neeta Aggarwal Anil Aggarwal
Director Director
DIN: 01738593 DIN: 01385684

MITCON CREDENTIA TRUSTEESHIP SERVICES LIMITED

VRIKSH ADVISORS PRIVATE LIMITED
Notes on Financial Statements for the year ended March 31, 2020

(The previous year figures have been regrouped / reclassified, wherever necessary to conform to the current year presentation)

Note: 11 – Revenue from Operations **(Amount in Rs.)**

Particulars	**As at 31.03.2020**	**As at 31.03.2019**
Consultancy Fee	12,00,005	15,50,000
Other Income	-	-
Total of Revenue from Operations	**5,00,000**	**12,00,005**

Note : 12 – Other Expenses **(Amount in Rs.)**

Particulars	**As at 31.03.2020**	**As at 31.03.2019**
Auditors Remuneration	11,800	11,800
Business Promotion Expenses	-	27,197
Car Insurance	20,595	19,310
Car Running Expenses	20,350	3,10,305
Domain Renewal Fee	-	2,262
General Expenses	-	2,557
GST Interest	-	2,220
LDF written off	-	10,000
Miscellaneous fee	15,370	4,125
Professional Charges (Pls. refer to Note 10 in the Note to Accounts)	1,26,977	1,55,000
ROC Filing and Secretarial work Fee	3,827	1,000
Telephone Expenses	-	33,118
Travelling Expenses	-	68,663
Website Development	-	70,000
Total of Other Expenses	**1,98,919**	**7,20,557**

Note : 13 – Finance Costs **(Amount in Rs.)**

Particulars	**As at 31.03.2020**	**As at 31.03.2019**
Bank Charges	**295**	**-**

For Vriksh Advisors Private Limited

Sd/- Sd/-
Neeta Aggarwal Anil Aggarwal
Director Director
DIN: 01738593 DIN: 01385684

MITCON CREDENTIA TRUSTEESHIP SERVICES LIMITED

MITCON CREDENTIA TRUSTEESHIP SERVICES LIMITED

VRIKSH ADVISORS PRIVATE LIMITED
Notes on Financial Statements for the year ended March 31, 2020

SIGNIFICANT ACCOUNTING POLICIES

5. Basis of preparation of Financial Statements

The financial statements have been prepared to comply in all material respects with the notified Accounting Standard as prescribed under section 133 of the Companies Act, 2013('Act') read with Rule 7 of the Companies (Accounts) Rules, 2014 the provisions of the Act (to the extent notifies and applicable. The accounting policies have been consistently applied by the Company. All assets and liabilities have been classified as current or non-current as per the Company's normal operating cycle and other criteria set out in the Schedule III to the Companies Act, 2013.

6. Income-Tax

(v) Current tax is determined as the amount of tax payable in respect of taxable income for the period under the Income Tax Act, 1961.

(vi) Deferred tax is recognized, subject to the consideration of prudence, on timing Difference, being the difference between taxable income and accounting income for a period that originate in one period and are capable of reversal in one or more subsequent periods.

7. Earnings per Share

Basis earnings per share are calculated by dividing the net profit or loss for the period attributable to equity shareholders by the weighted average number of equity shares outstanding during the period.

8. Provisions, Contingent Liabilities and Contingent Assets(AS-29)

Provisions involving substantial degree of estimation in measurement are recognized when there is present obligation as a result of past events and it is probable that there will be an out flow of resources. Contingent Liabilities are not recognized but are disclosed in the notes. Contingent Assets are neither recognized nor disclosed in the financial statement.

NOTES ON ACCOUNTS

19. **The company follows the mercantile system of accounting.**

20. **Subject to confirmation and reconciliation, as explained to us, balances of Loan & Advances, Unsecured Loans, Trade Receivables, and other Current liabilities are considered to be good and realizable.**

21. **Previous year figures**

The Company has re-classified previous year figures to confirm to this year's classification. The re-classification does not impact recognition and measurement principles followed for preparation of financial statements

22. **Provision for Current Tax: Rs.2,26,866/-**

23. **Provision for Deferred Tax Asset : Rs.34,154/-**

MITCON CREDENTIA TRUSTEESHIP SERVICES LIMITED

24. **Audit Fees *(Exclusive Goods and Service Tax)* : Rs 23,600/-**

25. **Expenditure in Foreign Currency : NIL**

26. **Earning in Foreign Exchange: NIL**

27. **Related Party Disclosure**

List of Related Parties

Enterprises owned or significantly influenced by key management personnel or their relatives	**Not Applicable**
Director	**Mr. Anil Aggarwal**
Director	**Mrs. Neeta Aggarwal**

Related Party transactions

Name of related Party	**Nature of Transactions**	**Balance as on 31.03.20 (in Rs.)**
Anil Aggarwal	**Loan**	**91,18,062/-**

For Vriksh Advisors Private Limited

For ANIL AMMITA & Co.
Chartered Accountants

Sd/- Sd/-
Neeta Aggarwal Anil Aggarwal Sd/-
Director Director
DIN: 01738593 DIN: 01385684

(GAURAV GOEL
Partner
M.NO.518237
Firm Registration No: 011401N
Place : New Delhi
Dated : 03/09/2020
UDIN: 20518237AAAAAN3117

MITCON CREDENTIA TRUSTEESHIP SERVICES LIMITED

ANNEXURE 5: APPLICATION FORM

Serial No.

Date: _____, 2023

To,

Mitcon Credentia Trusteeship Services Limited(Trustee to PROSPERITY ASSET 6 TRUST)
1402/1403, 14th Floor, Dalamal Tower, B-Wing, 211,
Free Press Journal Marg, Nariman Point,
Mumbai, Maharashtra 400021.

Kind Attention: Mr. Mr. Navin Chouksey

Ref: Application for Series 1 Senior Tranche PTCs

Dear Sirs,

In connection with our application for the Series 1 Senior Tranche PTCs ("**PTCs**"), we confirm that (a) we have received and reviewed a copy of the information memorandum dated _____, 2023 ("**Information Memorandum**"), relating to the said PTCs, and the documents in each case, referred to in the Information Memorandum (b) we have had the opportunity to ask question of and receive answers from Mitcon Credentia Trusteeship Services Limited, the trustee (the "**Trustee**") of PROSPERITY ASSET 6 TRUST (the "**Trust**") concerning the PTCs and all matters relating thereto and such additional information as deemed necessary by us to take the decision to apply for the PTCs 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 PTCs 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 PTCs 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 PTCs which may be allotted to me/us. I/we authorise you to place my/our name(s) on the Register of PTCs holders 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 PTCs and the performance of the PTCs issued, or collectability of the Receivables;

MITCON CREDENTIA TRUSTEESHIP SERVICES LIMITED

(c) that our investments can be subject to termination risk, credit risk, prepayment risk, possible delays in payment and loss of income and principal invested; and

(d) that the non-payment of the Expected Pay-out on the Expected Pay-out Date shall not be treated as a default and shall not attract default interest, unless such payment is not made on the Final Pay-out Date.

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

Yours faithfully,
For

(Name and Signature of authorised signatory)

	PTCs		
Series of PTCs	**No. of PTCs**	**Investment Amount per PTC (Rs.)**	**Total Amount (Rs.)**
Series 1 Senior Tranche PTCs			

(Application must be made for a minimum of 1 (one) one PTC only and in multiples of 1 (one) thereof.)

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

1	Resident Individuals or Hindu Undivided Family through the Karta;	7	Companies and Bodies Corporate including Public Sector Undertakings;
2	Trust including public private charitable / religious trusts which are authorised to invest in the PTCs;	8	Commercial Banks / Regional Rural Banks / Financial Institutions;
3	Limited Liability Partnerships formed and registered under the provisions of the Limited Liability Partnership Act, 2008 (No. 6 of 2009);	9	Mutual Funds registered with SEBI;
4	Partnership Firm(s) in the name of Partners;	10	Insurance Companies; and
5	Portfolio Managers and Foreign Portfolio Investor(s);	11	Alternative Investment Funds (AIF).
6	Association of Persons;	12	Companies and Bodies Corporate including Public Sector Undertakings;

The subscription list will open at the commencement of the banking hours and close on the days mentioned below:

Issue Schedule

MITCON CREDENTIA TRUSTEESHIP SERVICES LIMITED

Issue Opening Date	11 August 2023
Issue Closing Date	11 August 2023
Deemed Date of Allotment	11 August 2023

Applicants Details

SOLE/FIRST APPLICANTS'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)

Taxpayer's PAN or GIR

IT Circle / Ward/ District

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

MITCON CREDENTIA TRUSTEESHIP SERVICES LIMITED

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: ___ / ____ / 2023

Serial No. --

	Received from (Investor Name) :					
				Number of Certificates applied for		**Amou nt In Rs**
		No. Of PTCs	**Issue Price per PTC (a)**	**In figures: (b)**	**In words:**	**(a) x (b)**
I	**Series 1 Senior Tranche PTC**					

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 Trustee (quoting full name of the Applicant, Serial Number of the Application Form, Number of PTCs applied for date of application) at the following address: Mitcon Credentia Trusteeship Services Limited, Trustee to PROSPERITY ASSET 6 TRUST,1402/1403, 14th Floor, Dalamal Tower, B-Wing, 211, Free Press Journal Marg, Nariman Point, Mumbai, Maharashtra 400021.

(For detailed instruction please refer Chapter 4 : Application / Allotment Procedure as per the Information Memorandum)

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

MITCON CREDENTIA TRUSTEESHIP SERVICES LIMITED

rejected.

2. An Applicant should submit only one Application (and not more than one) for the total number of PTCs 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.

4. In case of Application 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 office of Trustee 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 "Prosperity Asset 6 Trust".

7. Application Forms duly completed along with the cheques/demand draft payable high value must be delivered at least on the Issue Closing Date to the office of Trustee.

8. In case of payments through RTGS, IMPS and NEFT, the payments may be made as follows, and such payment will have to reach the CPA at least by 6:00 PM on the Issue Closing Date:
   (i) Beneficiary Name : Prosperity Asset 6 Trust;
   (ii) Account No.: 000477000000024
   (iii) Branch : Mittal Chamber, Nariman Point, Mumbai 400021 and
   (iv) IFSC Code : YESB0000004

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.

MITCON CREDENTIA TRUSTEESHIP SERVICES LIMITED