

Changes in working capital					
Adjustments for (increase)/ decrease in operating assets:					
Increase in loans	(55,777.72)	(28,535.86)	(66,718.50)	(1,39,026.84)	(1,56,446.26)
Increase in other financial assets	(67.55)	(32.74)	(260.18)	(151.14)	(946.87)
Increase in other non- financial assets	(46.72)	(89.57)	(109.40)	82.16	(202.74)
Adjustments for increase/ (decrease) in operating liabilities:					
Increase in trade payables	117.50	87.40	39.49	221.87	206.76
Increase in other financial liabilities	(65.36)	84.21	32.44	192.70	173.73
Increase in provisions	62.60	102.49	85.64	179.01	1,431.61
Increase in other non-financial liabilities	297.01	182.37	159.63	1,047.06	865.26
Cash used by operations	(39,398.43)	(4,700.80)	(38,321.03)	(93,541.62)	(1,05,541.69)
Finance costs paid	(9,651.07)	(11,410.06)	(13,757.85)	(17,655.87)	(22,414.83)
Direct taxes paid (net)	(1,628.56)	(2,770.20)	(3,226.77)	(6,113.19)	(7,415.57)
Net cash used by operations	(50,678.06)	(18,881.06)	(55,305.65)	(1,17,310.68)	(1,35,372.09)
Cash flows from investing activities					
Purchase of fixed assets	(827.83)	(302.08)	(341.33)	(1,476.25)	(1,595.19)
Proceeds from sale of fixed assets	1.03	-	5.30	19.75	26.67
Increase in bank balances other than cash and its equivalents	(2,170.35)	(22,916.29)	16,092.65	(17,061.76)	(8,219.62)
Interest received on bank balances other than cash and its equivalents	798.57	2,106.13	1,657.47	1,847.94	1,987.88
Purchase of investments	(3,64,790.13)	(3,07,393.20)	(4,88,101.64)	(4,69,259.61)	(4,91,835.71)
Proceeds from sale of investments	3,74,039.95	2,96,805.87	5,06,239.62	4,69,828.15	4,90,344.15
Net cash generated from / (used in) investing activities	7,051.23	(31,699.57)	35,552.07	(16,101.78)	(9,291.82)
Cash flows from financing activities					



(Not for Circulation)
For specific use of addressee only

Proceeds from issue of preference shares including securities premium	32,245.84	-	-	-	-
Proceeds from issue of equity shares including securities premium	2,998.10	24.87	44,050.88	546.02	49,243.50
Payment of lease liabilities	(627.15)	(713.01)	(807.63)	(1,068.48)	(1,111.62)
Payment of share issue expenses	(463.45)	-	(26.16)	-	(735.86)
Proceeds from debt securities	18,760.00	27,000.00	5,500.00	20,000.00	15,963.70
Proceeds from borrowings (other than debt securities)	44,095.01	45,474.97	61,880.29	1,90,322.02	1,84,040.60
Repayment of debt securities	-	(13,400.00)	(33,500.00)	(25,760.01)	(7,500.00)
Repayment of borrowings (other than debt securities)	(22,135.60)	(35,240.09)	(38,680.84)	(60,275.60)	(69,172.21)
Net cash generated from financing activities	74,872.75	23,146.74	38,416.55	1,23,763.95	1,70,728.10
Net increase / (decrease) in cash and cash equivalents [(A) + (B) + (C)]	31,245.92	(27,433.89)	18,662.96	(9,648.51)	26,064.19
Cash and cash equivalents at the beginning of the year	10,998.94	42,244.86	14,810.97	33,473.91	23,825.38
Cash and cash equivalents at the end of the year / Period	42,244.86	14,810.97	33,473.91	23,825.38	49,889.60
Notes to cash flow statement					
Components of cash and cash equivalents:					
Cash on hand	15.33	295.45	366.78	193.79	203.99
Balances with banks					
In current accounts	4,345.08	14,515.52	15,103.82	20,629.89	29,185.97
In deposit accounts (Original maturity less than three months)	37,884.45	-	18,003.31	3,001.71	20,499.64
Total of cash and cash equivalents	42,244.86	14,810.97	33,473.91	23,825.38	49,889.60



Balance Sheet – Rs in Lakhs	March 31, 2020	March 31, 2021	March 31, 2022	March 31, 2023	December 31, 2023
	Audited	Audited	Audited	Audited	Un-Audited
	IND-AS	IND-AS	IND-AS	IND-AS	IND-AS
ASSETS					
Financial assets					
Cash and cash equivalents	42,244.86	14,810.97	33,473.91	23,825.39	49,889.60
Bank balances other than cash and cash equivalents	4,697.98	27,614.27	11,521.62	28,583.38	36,803.00
Loans	1,27,932.22	1,52,423.49	2,13,209.17	3,47,561.64	4,96,952.22
Investments	6,318.13	17,500.74	-	337.92	3,425.52
Other financial assets	402.65	440.91	692.81	837.85	1,777.91
	1,81,595.84	2,12,790.38	2,58,897.51	4,01,146.18	5,88,848.25
Non-financial assets					
Current tax assets (net)	121.59	338.79	412.56	52.17	1,445.75
Deferred tax assets (net)	1,103.70	1,684.71	2,226.76	3,113.20	3,823.14
Property, plant and equipment	910.35	656.66	492.73	1,385.14	1,881.69
Right of use assets	1,291.21	1,270.28	1,561.28	2,761.38	3,052.64
Intangibles assets	614.02	425.62	225.06	200.76	382.85
Assets under development (Tangibles & Intangibles)	34.43	43.56	45.76	16.08	179.08
Other non-financial assets	186.60	276.17	385.57	303.41	506.14
	4,261.90	4,695.79	5,349.72	7,832.14	11,271.29
Total	1,85,857.74	2,17,486.17	2,64,247.23	4,08,978.32	6,00,119.54
LIABILITIES AND EQUITY					
Financial liabilities					
Trade payables					
- Total outstanding dues of micro enterprises and small enterprises	-	-	4.89	54.25	34.61
- Total outstanding dues of creditors other than micro enterprises and small enterprises	204.21	291.61	326.21	498.72	725.12
Debt securities	38,704.88	53,074.52	24,207.26	17,926.89	25,963.78
Borrowings (other than debt securities)	62,277.22	72,340.01	95,357.96	2,24,962.33	3,39,498.11
Other financial liabilities	1,405.39	1,486.47	1,868.66	3,278.69	3,773.63
	1,02,591.70	1,27,192.61	1,21,764.98	2,46,720.88	3,69,995.25
Non-financial liabilities					
Current tax liabilities	-	-	-	-	-
Provisions	167.91	390.12	416.16	823.51	2,180.20
Other non-financial liabilities	919.27	1,101.64	1,261.27	2,308.33	3,173.59
	1,087.18	1,491.76	1,677.43	3,131.84	5,353.79
Equity					
Equity share capital	10,003.80	10,017.80	11,358.00	11,422.40	12,751.92



Balance Sheet – Rs in Lakhs	March 31, 2020	March 31, 2021	March 31, 2022	March 31, 2023	December 31, 2023
	Audited	Audited	Audited	Audited	Un-Audited
	IND-AS	IND-AS	IND-AS	IND-AS	IND-AS
Other equity	72,175.06	78,784.00	1,29,446.82	1,47,703.20	2,12,018.57
Total	82,178.86	88,801.80	1,40,804.82	1,59,125.60	2,24,770.49
Total	1,85,857.74	2,17,486.17	2,64,247.23	4,08,978.32	6,00,119.54

(e) **Overview of the process of origination of the asset being securitised**

Origination

Lending Methodology:

Most of the customers are sourced through leads and referrals. Once the potential customer is identified, the Sales Executive makes a visit to the customer and communicates the salient features of the three products on offer in terms of end-use, amount, tenure, collateral requirements etc. and the documentation required. The purpose of loans is normally to support their business requirements while other purposes such as repayment of other higher cost borrowings are also encouraged.

Client Mobilisation:

The customers are asked to provide the photocopy of property documents and then the Sales Executive starts visiting the business premises to assess the business in terms of income and expenses using the Income Assessment information form and once he satisfied with the level of net income in relation to loan amount and EMI apart from availability of property as collateral for the said loan amount with Loan to value ("LTV") not exceeding 50% and tenure not exceeding 5 years, the documents are then passed onto the hub. Once the assessment is complete, the client is again appraised clearly on the terms and conditions, duly filled-up application forms are handed over and the completed applications along with the KYC documentation are taken and then submitted to the Hub. To prevent misuse of KYC, we educate the customers with regard to self-attestation to be made after mentioning the purpose of loan and date of self-attestation. Also, the original signature is verified by the Sales Executive in the self-attested KYC document with a seal.

(f) **Major underwriting practices concerning the asset being securitised.**

Credit Appraisal System:

Once the documents reach the hub, the Credit Officer validates the income assessment by visit to the customer including the business premises. All applicants are screened from a credit perspective. Some of the criteria to be checked would be longevity in the same place of residence (minimum 5 years to be there), nature and continuity of business (minimum of 3 years in the same line of business) and activity level to support the borrowing, income to expense ratio and ability to service loan, etc.

Credit Officer uses the 'Veritas' filter to ensure that the credit assessment is complete in all aspects based on credit intelligence and business type-wise credit assessment templates prepared for various businesses. This includes the Credit Officer visiting each customer's house and doing a physical verification to satisfy the veracity of all the statements in the information form and the application form



and the place of business to satisfy the eligibility criteria. The credit approval is done based on delegated powers.

Credit Assessment:

Veritas uses cash flow method for its credit assessment of a particular customer basis availability documents and the details of the is outlined below:

- Underwriting is done to analyse cashflows of the customer based on personal discussion. In all these cases, a detailed note is prepared as part of the CAM providing the complete details of the business nature, daily purchase, daily sales, inventory, reference checks, business setup, lifestyle, investments, business stability, existing loan repayment behavior, Applicant banking behavior with Neighbor feedback, etc. to make proper assessment.
- Alongside all available KYC documents like ID, address & sign proofs of all borrower and co-borrowers as per KYC Policy, business registration certificate & license, GST registration certificate, Partnership Deed, if the borrower is a firm are also checked.
- Income claim is further validated and backed by asset creation tendencies of the customer over the last few years. This is one of the key parameters to arrive at the net income estimates. The credit assessment looks for tangible asset creation over the years to reflect the income claims of the customer.

Scorecard Based Approval & Risk Based Pricing:

Veritas also uses score card-based model alongside cash flow assessment and personal discussion as per existing process. Scorecard based approval matrix also brings in uniformity on credit approval process. Risk based pricing matrix is based on customer risk profile based individual score and product risk. These risk score cards are classified into Very High Risk, High Risk, Medium Risk and Low Risk, hence higher the risk pricing will be high and vice versa. The interest rates are accordingly ranges from 18% to 28% depending upon the risk score card. The approval matrix is outlined below:

- Branch Managers are empowered to approve proposals in LMS and specific approval has to be taken from Zonal Head to empower the BM. Empowered BMs should ensure they approve loans after thorough review and due diligence with all norms, KYC, bank statements being followed as per the policy. BCMs should ensure complete files including KYC, Bank statements are only to be recommended for approval.
- Any pricing deviation has to be approved based on the approval matrix and ACM/RCM should ensure the deviation is approved by the respective authority before loan approval. Any pricing deviation after the loan is approved shall not be considered.
- All other deviations like LTV, tenor, CIBIL OD etc. must be reviewed properly by the approver with proper mitigants documented before approval. An exception report on cases approved with deviation shall be circulated to RCM every month. This ensures deviations are approved judiciously with proper mitigants.

Legal & Technical Appraisal System:

For Secured loans, once the property documents reach the hub, the Legal Officer then proceeds to verify the title documents by validating the same using Encumbrance Certificate, parent documents, property tax payments etc.

Post-loan disbursement, the registration of mortgage of title deeds and information to CERSAI is completed and the details of original documents are updated in the Title Deed Register and then given to the Operations team for safekeeping till the maturity or repayment of the loan, whichever is earlier.



Loan disbursement:

Once credit and legal process are complete at the hub, the loan is recommended for approval and the papers would be sent to Head Office and the same would be data entered into the system. At Head Office, Head - Credit, and Head - Legal would review the documents again for approval. In the case of exceptions, the proposal is then sent to the Business Committee, which comprises Board members and senior management for decision making. Once the same is approved, the branch would invite the customer to the branch and disbursement would take place at the branch by way of the cheque after collecting repayment instructions through direct debit, NACH or through post-dated cheques.

Collection:

Secured Loans: Collections are done through NACH. Post-dated cheques are used till the mandate registration of NACH is complete. Repayment by cash is not encouraged and is resorted to only in the event of the bounce of the repayment instruction or the repayment instrument.

Apart from the above, to focus on the cheque bounce cases, the company has formed separate collection vertical in the seasoned branches.

Unsecured Loans: Cash collections are done on daily or weekly basis based on the preference of the customers. The customers retain the passbook for the entries made towards cash payments. Each employee is provided with unique seal to confirm receipt and upon entry of receipt in mobile app, customer gets an SMS instantly. Customers have been advised to pay only for the entry and the seal of the employee in the passbook and receipt of SMS. Three-way cash reconciliation is done to ensure that cash collected is banked the same / next day for both processing fees, pre-closure amounts as well as the instalment amounts.

Risk Management:

The Company has a Board approved Risk Management Policy. The Company keeps the Board informed periodically of the significant risks associated with the business of the company and the various risk identification and mitigation processes put in place by the management.

The Company is committed to creating value for its stakeholders through sustainable business growth and with that intent has put in place a robust risk management framework to promote a proactive approach in reporting, evaluating and resolving risks associated with the business. The Company continues to invest in talent, processes and emerging technologies for building advanced risk management and underwriting capabilities. Given the nature of the business, the Company acknowledges that these are vital elements for mitigating various risks posed by the environment.

The key risks are:

Credit Risk

Any lending activity by the Company is exposed to credit risk arising from repayment default by borrowers and other counterparties. A failure to recover the expected value of collateral security could expose the company to a potential loss.

Mitigation: The Company has comprehensive and well-defined credit policies across products, which encompass credit approval process for these products along with guidelines for mitigating the risks



associated with them. The appraisal process includes detailed risk assessment of the borrowers, physical verifications and field visits. The Company underwrites loans on the basis of assessed cash flows of customers in terms of monthly instalments to income ratio or other such credit evaluation tools as it deems necessary, including inputs from credit bureau information reports as required. While it does lay emphasis on detailed credit underwriting processes, it also considers various other factors like the underlying collateral and the LTV ratios approved for the customer. These policies are regularly monitored against desired outcomes for the organisation and revised as necessary. During the year, the Company implemented a Credit score algorithm for loan appraisals and to assign risk based pricing for its products, thereby bringing increasing the objectivity to the entire credit process.

Operational Risk

Operational Risk is the risk of loss resulting from inadequate or failed internal processes, people, systems, or from external events.

Mitigation: The operational risks of the company are managed through comprehensive internal control systems and procedures and key back up processes. The Company provides dedicated training to its employees educating them with the Companies policies. The Company has put in place a robust Disaster Recovery ("DR") plan, which is periodically tested. Business Continuity Plan ("BCP") is further put in place to ensure seamless continuity of operations including services to customers, when confronted with adverse events such as natural disasters, technological failures, human errors, terrorism, etc. Periodic testing is carried out to address gaps in the framework, if any. Additionally, regular internal audit provides a check on deviation arising from any contingent operational inefficiency.

Interest rate risk

Fluctuations in interest rates could adversely affect borrowing costs, interest income and net interest margins of companies in the financial sector.

Mitigation: The Company ensures that it maintains an appropriate proportion of liabilities at floating rate to avoid interest rate mismatches across buckets as its lending is on fixed rate basis and re-pricing on lending can happen only on new loans disbursed.

Liquidity Risk

Liquidity risk is the risk of being unable to raise funds from the market at optimal costs to meet operational and debt servicing requirements.

Mitigation: The Asset & Liability Management Committee ("ALCO") of the Company meets regularly to review the liquidity position based on future cash flows. The Company also maintains adequate liquid assets and reserves to hedge against unexpected requirements.

Competition Risk

The financial services space in India is quite competitive.

Mitigation: The Company is of the belief that from the country's point of view India needs an ever-growing number of players to address the gaps in the market place. There is scope for sustained business growth despite competition. We differentiate ourselves by providing tailor-made products, making continuous efforts to improve turnaround time and by adopting a customer-friendly culture.



Regulatory and Compliance Risk

It is the risk of change in laws and regulations materially impacting the business. There is a growing trend towards more stringent regulation in the NBFC sector and the expectation is that it will slowly get more aligned to banking regulations.

Mitigation: The Company is of the view that these changes are structurally beneficial for the financial services industry from a long-term perspective. When the Reserve Bank of India brought about the change in asset classification norms for the NBFCs, the Company swiftly adopted the new guidelines.

Policies for collection and servicing

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Servicing:

The Collection and Servicing and Security Agent will 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 Payout 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 instructions, mandates and instructions to the Designated Bank, as may be required in this regard.

(g) Material terms of the Servicing Agreement (as set out in the Deed of Assignment)

Representations and Warranties of the Servicer

The Servicer represents and warrants that as of the date hereof:

- (a) The Servicer is a company duly organised and validly existing under law and the Servicer is duly qualified and authorised to enter into the Deed of Assignment and has taken all necessary corporate actions pursuant thereto;
- (b) The Deed of Assignment has been duly and validly executed and delivered by the Servicer and the Deed constitutes a legal and binding obligation of the Servicer enforceable against the Servicer in accordance with the terms herein;
- (c) The execution, delivery and performance by the Servicer of the Deed of Assignment, does not



and will not, with or without the giving of notice or lapse of time or both, violate, conflict with, require any consent under or result in a breach of or default under:

- (i) any law to which the Servicer is subject; or
 - (ii) any order, judgment or decree applicable to the Servicer; or
 - (iii) any term, condition, covenant, undertaking, agreement or other instrument to which the Servicer is a party or by which the Servicer is bound;
- (d) The Servicer is in a position to observe, comply with and carry out all its obligations hereunder to be performed and complied with by the Servicer;
- (e) All information set forth in the Deed of Assignment as furnished, is and / or to be furnished by the Servicer to the Trustee will be true and correct and was / is not / will not be misleading whether by reason of omission to state a material fact or otherwise.

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(i) **Duties of the Servicer**

Veritas Finance Private Limited as the Servicer shall *inter alia*:

- (i) make all reasonable endeavours to collect the amounts due from the Loans and enforce the Obligors' obligations and the Underlying Security under and in accordance with the Loan Agreements;
- (ii) continue to administer and service the Loans and undertake to devote such time and to exercise such skill, due care and diligence in the administration and enforcement of the rights, powers, privileges and securities in respect of the contracts as it would have exercised, had the entire interest in such contracts been retained by it;



- (iii) maintain the custody of the Underlying Documents (excluding documents pertaining to Mortgage Security Interest) for and on behalf of the Trust at such other offices of the Servicer from time to time; and
- (iv) in the event of the PTCs being listed, furnish and submit all such information to the Securities and Exchange Board of India as are required by SEBI pursuant to the SEBI PTC Listing Regulations in relation to the Assets, irrespective of whether such obligation is cast upon the Trustee or the Servicer.
- (v) Perform such other duties as more particularly set out in the Trust Deed.

(j) **Servicer's Event of default**

"Servicer's Event of Default" shall mean the occurrence of any or all of the following events:

- (a) the Servicer is prevented by any competent regulatory agency from carrying on the business which is presently being carried on by it;
- (b) the Servicer commits a default, under the Insolvency and Bankruptcy Code, 2016, or any equivalent legislation or regulations in respect of financial sector entities in respect of the amount of any debt or any claim against it or has filed a petition for insolvency in any competent forum;
- (c) any Underlying Document relating to Receivables being unenforceable by reason of the failure on the part of the Servicer to obtain any licenses or permits required by any State or governmental entity;
- (d) any application is made or resolution is passed either by the creditors or the shareholders of the Servicer or any other action is taken which may result in a voluntary or other insolvency process, winding up or liquidation of the Servicer;
- (e) an order for insolvency process, liquidation or winding up of the Servicer is made by any competent court;
- (f) the Servicer has taken or suffered to be taken any action for its reorganisation (without the prior consent of the Trustee), liquidation or dissolution;
- (g) an insolvency resolution professional, receiver, liquidator or any other equivalent professional has been appointed or allowed to be appointed of all or any part of the undertaking of the Servicer;
- (h) a new board of directors or management has been appointed or allowed to be appointed on all or any part of the undertaking of the Servicer pursuant to any order of any court or tribunal;
- (i) 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 Trustee for cancellation of such attachment, restraint or certificate proceedings.
- (j) any delay or default has been committed by the Servicer in payment of any monies or remittance of Receivables which have been received by the Servicer and are payable or remittable in accordance with the Transaction Documents;
- (k) any insolvency professional, receiver / assignee or trustee or similar other officer is appointed by any court or any other competent authority in any insolvency, winding up, execution or distress proceedings against the Servicer;
- (l) (i) any other present or future financial indebtedness the Servicer for or in respect of moneys borrowed or raised ("Indebtedness") becomes due and payable prior to its stated maturity by reason of any actual or potential default, event of default or the like (howsoever described), or (ii) any such Indebtedness is not paid when due or, as the case may be, within any originally applicable grace period, or (iii) the Servicer fails to pay when due any amount payable by under any present or future guarantee for, or indemnity in respect of, any Indebtedness; or
- (m) the Servicer ceases to be entitled to carry on its business as a servicer, pursuant to the



- cancellation, suspension or revocation of any license, approval or permission required by the Servicer for carrying on its business;
- (n) any failure on the part of the Servicer to observe or perform in any respect any undertaking, covenant or obligation under the Deed of Assignment;
 - (o) any moratorium is granted in respect of commencement of proceedings against or in relation to the Servicer;
 - (p) if the moneys held in trust by the Servicer on behalf of the Trustee are jeopardised for any reason whatsoever in the sole opinion of the Trustee;
 - (q) any event which would in the opinion of the Trustee preclude Servicer from undertaking his obligations under the Deed of Assignment or which would result in obligations of Servicer under the Deed of Assignment being or becoming void, voidable, unenforceable or ineffective for any reason whatsoever or which may have a material adverse effect on the Servicer in the opinion of the Trustee acting for and on behalf of the Investors;
 - (r) if any of the representations or warranties made in the Deed of Assignment by the Servicer is found to be false or misleading or incorrect in any respect; and
 - (s) the failure of the Servicer to meet such collection standards and data integrity standards as are customary in two successive Discretionary Audits conducted on the Servicer at the discretion of the Trustee.

(k) **Delegation**

The Servicer shall be entitled to appoint agents, representatives or contractors to assist it in the process of collection. Further, the Servicer shall and its representative or agents or contractors appointed to assist it in the process of collection shall follow the rules set out in this behalf by RBI, while collecting the Receivables. The Servicer shall solely be liable for all consequences for not following the rules set out in this behalf by RBI, while collecting the Receivables. Except as stated hereinabove, the Servicer shall not delegate any of its duties to any third party without prior written consent of the Trustee except those pertaining to possession / repossession of the Underlying Assets.

Regardless of any such delegation, the Servicer shall remain responsible for all decisions and be liable for any delegatee's act of omission or commission as if the Servicer would itself have been liable for such act of omission or commission;

(l) **Replacement**

In the event the Servicer fails to remedy the Servicer's Event of Default within a period of 30 (Thirty) days (or such lesser period as determined by the Trustee if giving such time period, would impact their interests), from the date of receipt of the aforesaid notice, the Trustee shall be entitled to (acting on the instructions of the Investors holding Majority Interest) terminate the services of the Servicer, with immediate effect by providing a written notice in this regard to the Servicer; provided however that the Rating Agency shall be provided with prior intimation of the termination of the services of the Servicer.

(m) **Monthly Reports**

The Servicer shall be responsible for monitoring the performance by the Obligors of their obligations under the Underlying Documents and shall submit to the Trustee monthly reports of the same (which shall be prepared in accordance with such format as mutually agreed between the Servicer and the Trustee, at least 2 (Two) Business Days before the Payout Date of the month succeeding the month for which such information is collated, including but not limited to the following details which includes data to be provided for one or more of the Loans:



- (i) level of MRR being maintained by the Seller with respect to the Assets including by way of subscription to the Equity Tranche PTCs and the Credit Enhancement made available by the Seller;
 - (ii) billed amount to the Obligors during the calendar month;
 - (iii) actual collections from Obligors towards this billed amount;
 - (iv) aging analysis of overdues and of principal outstanding;
 - (v) any Prepayment from Obligors and the number of Loan Agreements prepaid and amounts obtained therefrom;
 - (vi) revised cashflow schedule(s);
 - (vii) details of enforcement of Underlying Security, including number and value of Underlying Assets sold;
 - (viii) amount of monies utilised from the Credit Enhancement and the amount reinstated to the Credit Enhancement;
 - (ix) outstanding rating of the Seller and the Servicer;
 - (x) report regarding the NPAs as per Clause 5.5(j);
 - (xi) details of the sale proceeds from sold Underlying Assets, if any;
 - (xii) details of insurance claims made, if any, with respect to any Underlying Assets and their respective status;
 - (xiii) any other information relating to the Receivables that the Trustee may reasonably request; and
 - (xiv) contract level details
- (n) **Semi-Annual Reports**

The Servicer shall as on the Deemed Date of Allotment and thereafter on a semi-annual basis (end-September and March), which shall contain all information as required under Annex 2 of the RBI Securitisation Guidelines (prepared in the format set out in the said Annexure, which is reproduced herein as **Annexure 5**).

(o) **Audit of Monthly Reports**

The Servicer shall deliver to the Trustee and the Rating Agency within 30 (Thirty) days from the date of finalisation of the audit report prepared by the Due Diligence Auditor, the said report. The Due Diligence Auditor shall examine the correctness of the Monthly Reports on a test check basis for the preceding six months and report on any exception by way of short or excess payment payable/paid to the Investors. Such excess/shortfall shall be adjusted in the Investor Payout to be made on the Payout Date, immediately after the audit of the Monthly Reports and the audit report has been received by the Trustee.

7.2 THE ISSUER/ SPV

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

The SPV and issuer for the transaction shall be a Trust settled by Catalyst Trusteeship Limited under a Declaration of Trust. The SPV shall be called Vajra 006 Trust. The Trust is a special purpose distinct entity within the meaning of SEBI PTC Listing Regulations.

The Trust has been established with the following objects:

- (i) for the exclusive benefit of the Investors and for the purpose of carrying on the activity of securitisation by way of purchase of the Assets from the Seller and issuing the pass through certificates to the Investors. The Trustee shall hold the Assets assigned in its favour exclusively



for the benefit of the Investors and shall make payments to the Investors in accordance with the terms mentioned herein, from out of the Assets;

- (ii) to receive Subscriptions (including any advances with respect thereto), to capital or other sums from such Persons as the Trustee may deem fit and issue PTCs to the Investors to Trust Property and make payments to the Investors in accordance with the terms mentioned herein;
- (iii) to issue to the Investors certificates evidencing their beneficial right, title and interest in the Trust Fund, including to the Receivables, which certificates shall be in the form of PTCs and which PTCs shall be in the dematerialized form;
- (iv) to make payouts of collections of the Receivables to the Investor and the Seller from time to time in accordance with the Waterfall Mechanism.
- (v) to invest the surplus amounts of the trust funds, if any, in permitted investments;
- (vi) to make the payment of Purchase Consideration to the Seller;
- (vii) to do all such things as are mentioned in this Information Memorandum; and
- (viii) such other activities as may be decided by the Trust with the prior written consent of the Investors holding Majority Interest.

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

The Trust has been settled by Catalyst Trusteeship Limited with a corpus of Rs. 1,000/- (Rupees One Thousand Only).

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

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

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

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

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

NA

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

NA



(g) **Management of the Issuer**

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

7.3 THE TRUSTEE

(a) **Primary Duties of Trustee**

- (i) The Trustee shall ensure that all investments of the Trust Fund are made in accordance with the Trust Deed.
- (ii) The Trustee shall, at all times, ensure that the Trust Fund is kept segregated from the other assets of the Trustee and from any other asset for which the Trustee is or may be responsible.
- (iii) The Trustee shall ensure that Receivables assigned to the Trust are through a genuine transaction amounting to true sale and are legally realisable by the Trust acting through the Trustee.
- (iv) The Trustee shall take reasonable and due care to ensure that the funds raised through issuance of PTCs are in accordance with the applicable laws.
- (v) The Trustee shall carry out such acts as are necessary for resolving the grievances of the PTC Holders and for the protection of the interests of PTC Holders.
- (vi) The Trustee shall ensure on a continuous basis that the Trust Fund is available at all times to pay the PTC Holders in accordance with the Trust Deed and other Transaction Documents.
- (vii) 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.
- (viii) The Trustee shall ensure that all transactions are properly entered into in accordance with the Trust Deed.
- (ix) The Trustee shall ensure that all acts, deeds, matters or things to be undertaken by the Trustee in terms of the Transaction Documents shall be in compliance with the RBI Securitisation Guidelines and other applicable laws.
- (x) The Trustee shall fulfil all its obligations under the Transaction Documents and other agreements, deeds and writings that may be executed by the Trustee in relation to the issuance and redemption of the PTCs and the acquisition of the Assets or the Mortgage Security Interest.
- (xi) The Trustee shall not amend the terms and conditions relating to the payments to be made by the Obligors, if such amendment will adversely affect the Assets, without the express prior written consent of all the Beneficiaries and Stock Exchange.
- (xii) The Trustee shall exercise due diligence to ensure compliance by the Seller to the provisions of the listing agreement and any other Transaction Documents.
- (xiii) The Trustee shall open and operate the Collection and Payout Account with the Designated



Bank, wherein the Trustee shall deposit all the Subscription Amounts received from the Investors and the Servicer shall be instructed to deposit all the Receivables collected from the Obligors and wherein all monies drawn upon utilization of the Credit Enhancement shall be deposited.

- (xiv) The Trustee shall do all such acts, deeds and things as may be necessary to ensure such collection of the Receivables and to do all such things as may be required for this purpose (including in the event if services of the Servicer are terminated and no alternate servicer is appointed);
- (xv) Any act, deed, matter or thing to be undertaken by the Trustee in terms of the Transaction Documents, which either specifically requires the consent of the Beneficiaries in terms of the Transaction Documents or which is not a routine matter, shall not be undertaken by the Trustee except with the Majority Consent.
- (xvi) Any re-schedulement, restructuring or re-negotiation of the terms of the Loan Agreements and/or the Loans and/or Underlying Security, effected after the assignment of the Assets to the Trust, shall be binding on the Trustee and not on the Seller (other than to the limited extent of being the holder of the PTCs, in the event PTCs are issued to the Seller) and shall be done only with the express prior written consent of all the Beneficiaries, and any entity providing the Credit Enhancement or part thereof, however, for resolution of any Loan by the Trustee which has become a stressed asset, no consent of providers of credit enhancement, the Servicer or the other service providers would be required to be obtained.
- (xvii) The Trustee shall maintain and/or cause to be maintained proper books of accounts, documents and records with respect to the Trust Fund to give a true and fair view of the affairs of the Trust and shall comply with the necessary disclosure requirements as required under the terms of the SEBI PTC Listing Regulations and other applicable laws.
- (xviii) The Trustee shall enforce any or all the duties and obligations of the Obligors under the Loan Agreements if services of the Servicer are terminated and no alternate servicer is appointed.
- (xix) The Trustee will ensure that the Servicer complies with all its obligations under the relevant Transaction Document and notify the Investors of any failure promptly upon becoming aware of the same.
- (xx) The Trustee shall provide any Beneficiary with all information available with the Trustee on the PTCs, Underlying Assets, Receivables, Obligors, Underlying Documents, Underlying Security or any other matter in relation to the Transaction Documents as soon as reasonably practicable following request by such Beneficiary and shall, upon a request being made by any Beneficiary in this regard, obtain all such information from the Servicer to the extent not in its possession or not up to date.
- (xxi) Anti-Bribery
 - (a) The Trustee hereby represents, warrants and undertakes that it has not violated and will not violate, in connection with any matter pertaining directly or indirectly to the Transaction Documents, including without limitation the negotiation thereof, any relevant provision of any applicable anti-bribery laws and regulations in force in the jurisdiction where the Trustee and /or any of the Investors are domiciled and operate, including, but



- not limited to the Prevention of Corruption Act, 1988 as it may from time to time be amended, or any similar or successor act.
- (b) The Trustee shall ensure that in the event they propose to appoint any agents / sub-contractors for the purpose of performing any of their obligations undertaken in terms of the Transaction Documents, they shall ensure that the said agents / sub-contractors are also bound by the aforesaid obligation.
- (xxii) In the event that the Trustee is required to deduct any amounts from the amounts payable to the Investors, for the purposes of making payment of any income related tax deducted at source under the provisions of the Income Tax Act, 1961, the Trustee shall ensure that such monies are paid to the relevant revenue authorities within the time period specified under the Income Tax Act, 1961 and the rules made thereunder, and the Trustee shall immediately handover copies of receipts of such payment (or relevant certificates evidencing such payments) to the relevant Investors.
- (xxiii) In the event that the Trustee has any doubts regarding the applicability of the provisions of the Income Tax Act, 1961 or the rules made thereunder, in relation to any income to be distributed to the Investors or withholding of tax payments in relation thereto, the Trustee shall consult with the Investors or, prior to taking any action and the Trustee shall proceed to take such action as mutually agreed by and between the Trustee and the relevant persons entitled to payment, provided however if the Trustee and the person entitled to payment are not able to arrive at a mutually agreeable conclusion in relation thereto, the Trustee shall be entitled to take such action as it deems fit subject to the Trustee having obtained a written legal opinion from a law firm of repute, which confirms that the action proposed to be taken by the Trustee is the correction course of action under the provisions of applicable law.
- (xxiv) The Trustee shall ensure that the Trustee submits, or causes to be submitted, all such information as may be required by SEBI pursuant to the SEBI PTC Listing Regulations.
- (xxv) The Trustee shall submit an annual report to the PTC Holders on performance of the Receivables and servicing to PTC Holders.
- (xxvi) The Trustee shall have sufficient access controls to ensure confidentiality of data and shall have sufficient systems for backup and disaster recovery.
- (xxvii) The Trustee shall appoint a compliance officer for performing duties including monitoring the compliance of the applicable laws and redressal of the grievances of the PTC Holders.
- (xxviii) The Trustee shall not forfeit unclaimed amount and transfer, after period of 7 (Seven) years, such unclaimed amount to the Investor Protection and Education Fund.
- (xxix) The Trustee shall ensure that it has necessary infrastructure to discharge the duties imposed on it in the Trust Deed, any other Transaction Documents or under any applicable law.
- (xxx) The Trustee shall display the email address of the grievance redressal division and other information on its website and in the various material/pamphlets, advertisement campaigns initiated by it for creating awareness in the Investors.
- (xxxi) The Trustee shall not relinquish its responsibility as the trustee unless and until another Trustee is appointed in its place.



- (xxxii) The Trustee shall maintain data for the Trust including cash flows, audited financial statements, taxation aspects etc.
- (xxxiii) The Trustee shall ensure that the disclosures specified in Part D of Schedule III of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, as amended from time to time, are made by the Trust.
- (xxxiv) The Trustee shall promptly inform Stock Exchange of all information having bearing on the performance/operation of the Trust and any price sensitive information.
- (xxxv) The Trustee shall forward all, all reports or information with respect to the Receivables, along with such financial information pertaining to the Trust to Stock Exchange within 7 (Seven) days from each Payout Date.
- (xxxvi) The Trustee shall ensure that the ratings obtained in relation to the PTCs are reviewed at least once in a year and the revision in the ratings shall be promptly intimated to the Stock Exchange and the PTC Holders.
- (xxxvii) The Trustee shall take appropriate measures to protect the interests of the PTC Holders and shall inform SEBI about any action, legal proceedings etc. initiated against it in respect of any material breach or non – compliance by it of any applicable laws.
- (xxxviii) The Trustee shall ensure that any change in registration status of the Trustee or any administrative, civil or penal action taken by SEBI or any material change in financial position which may adversely affect the interests of PTC Holders is promptly informed to the PTC Holders.
- (xxxix) The Trustee shall maintain its net worth in accordance with the requirements set out in provisions of the applicable laws, if any, on a continuous basis and inform SEBI immediately in respect of any shortfall in the net worth and take necessary corrective actions to restore the net-worth within a period of 6 (Six) months.
- (xl) The Trustee shall disclose to the Investors any additional legal / financial risks which may impact the transaction contemplated in terms of the Transaction Documents on an ongoing basis or upon demand by the Investors.

(b) **Remuneration of Trustees**

The Trustee will be entitled a fee as mutually agreed between the Trustee and the Seller, as and by way of its remuneration for acting as Trustee.

(c) **Retirement of the Trustee**

The Trustee hereof may retire at any time without assigning any reason provided that they shall have given at least 1 (one) months' previous notice in writing to the Beneficiaries in that behalf and the Beneficiaries shall have found a suitable trustee to replace the Trustee. In the event the Beneficiaries do not find such a suitable trustee to replace the Trustee or SEBI has not consented to such retirement (applicable only where SEBI's consent is required for such retirement) the Trustee shall not be entitled to retire from its responsibilities.



(d) **Removal of the Trustee**

- (i) The Trustee shall stand discharged from its office if:
 - (c) Beneficiaries holding Majority Interest pass a resolution for the removal of the Trustee; or
 - (d) any Trustee's Events of Default (as set out hereinbelow) shall have occurred.
- (ii) If any of the events specified in Clause 7.3(d)(i) above occurs, the Investors holding Majority Interest shall be entitled to remove the Trustee and appoint any other entity eligible under the SEBI PTC Listing Regulations to act as the trustee of the Trust acceptable to the Beneficiaries holding Majority Interest as a successor trustee, upon such remuneration and upon such terms and conditions as may be decided by Majority Consent, provided that the Beneficiaries have provided prior notice of such appointment to the Rating Agency and obtained the consent of SEBI (if applicable), prior to such removal of the Trustee.
- (iii) Each of the following events shall constitute an event of default in respect of the Trustee ("**Trustee's Events of Default**"):
 - (a) Any failure by Trustee to distribute to the PTC Holders the payments required to be made under the terms of the Trust Deed and/or the PTCs despite availability of amounts in the Collection and Payout 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 Beneficiaries holding Majority Interest to the Trustee; or
 - (b) Failure on the part of the Trustee in duly observing or performing any covenants in the Trust Deed (except as covered in (i) above) 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 PTC Holders holding Majority Interest; or
 - (c) The Trustee commits any act of default or breach of any of its obligations under the Trust Deed; or
 - (d) 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 National Company Law Tribunal in respect of the Trustee or if a 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
 - (e) If any insolvency professional, receiver, assignee, 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.
 - (f) Any breach of Trustee's representations and warranties.

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

- (i) In the event of retirement of the Trustee the new trustee shall be appointed by the Beneficiaries holding Majority Interest, subject to SEBI PTC Listing Regulations.
- (ii) Provided however that no Person shall be appointed a trustee if:



- (a) such Person has been found to be insolvent;
- (b) such Person has voluntarily filed for bankruptcy/insolvency proceedings with appropriate authorities;
- (c) if any insolvency, winding up or similar proceedings has been initiated against such Person by any third party, which proceeding has been continuing for a period beyond one year from the date of such proceeding being admitted into a court of law or any other appropriate authority.
- (iii) A new trustee to be appointed shall be qualified to be appointed as the trustee under applicable SEBI PTC Listing Regulations.
- (iv) On such appointment, the Trust Fund shall be handed over to the new trustee so as to legally vest the Trust Fund in such new trustee. All costs, charges and expense incurred/to be incurred in vesting the Trust Fund in favour of the new trustee shall be reimbursed from the Trust Fund.

(f) **Management of the Trustee**

Catalyst Trusteeship Ltd. (Erstwhile "GDA Trusteeship Limited"), a SEBI registered trustee company, is an independent service provider, engaged in providing corporate trustee services including trustee for bonds/ debenture issues. Catalyst Trusteeship Ltd. (Erstwhile "GDA Trusteeship Limited") is a company incorporated under the Companies Act, 1956 and was incorporated on August 22, 1997. Catalyst Trusteeship Ltd. (Erstwhile "GDA Trusteeship Limited") obtained registration under the SEBI (Debenture Trustees) Regulations, 1993 in the year 1998. The registration has been renewed up to April 30, 2015. The range of services being provided by Catalyst Trusteeship Ltd. (Erstwhile "GDA Trusteeship Limited") includes debenture/bond trustee, security/mortgage trustee, trust and retention agency, escrow agency, inter creditor agency, trustees to securitization transactions, trustees to venture capital/private equity funds etc, Gratuity, Superannuation, Provident and Pension Fund Trustee, Trustee for Public Deposits. CTL has been accredited with ISO 9001 certification for its strong internal systems with state-of-the-art technology. CTL is required to conform to stringent quality standards prescribed under the above certification on an on-going basis. CTL is also DNV certified. Catalyst Trusteeship Ltd. (Erstwhile "GDA Trusteeship Limited") is presently handling trustee assignments having more than Rs. 5,00,000/- crores amounts under trust management.

Infrastructure & Manpower:

- Professionally Qualified Employees comprising of MBA's, Lawyers, Chartered Accountants, Company Secretaries and Senior Bankers.
- In house Legal Department
- Documents Storage Facility across various states.

The expert and experienced professionals work in complete synchrony to deliver solutions that add value to the clientele.

Board of Directors of the Trustee

Sr. No.	Name of Director and Address	Designation
1.	Shri. Ravindra Marathe B 704, Kapil Akhila, Pancard Club road, Baner, Pune 400145	Director
2.	Shri. Jayesh Dharmendra Pandit Anand Dharmma, Hem Colony, S.V. Road, Vile Parle (West), Mumbai – 400056	Director



3.	Shri. Raghavendra Krishnarao Kulkarni Gangotri Apartments, Erandwane, PL-No.-1, Pune - 411029	Director
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(g) **Name of the Compliance Officer of the Trustee**

Mr. Achinto Bhattacharya

(h) **Principal powers of the Trustee**

(i) 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.

(ii) 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 PTCs and to issue the Information Memorandum to the Prospective Investors;
- (b) to accept Subscription Amounts (including advances thereon) from any eligible Person in order to enable such Person to be treated as a Beneficiary under the Trust Deed and to make payment of the Purchase Consideration to the Seller, for the 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 PTCs in accordance with the purposes of the Trust and as per the terms of the PTCs;
- (e) to make such issues of PTCs in dematerialized form if so required;
- (f) to acquire, hold, deal with, manage or dispose of the Assets and incidental rights thereto, in trust for the Beneficiaries in accordance with the provisions of the Trust Deed or as directed by the Beneficiaries holding Majority Interest acting in accordance with the provisions of Transaction Documents;
- (g) to make payment from the Collection and Payout Account of statutory and regulatory dues and all other payments, in accordance with the Transaction Documents, including the payouts to the Beneficiaries as per the Waterfall Mechanism;
- (h) to open, operate and maintain the Collection and Payout Account on behalf of the Trust, and deposit the Subscription Amounts received from the Investors into the Collection and Payout Account and make payment of the Purchase Consideration to the Seller from the amounts available therein;



- (i) to open, operate and maintain the accounts where the Credit Enhancement is being maintained on behalf of the Trust and for the benefit of the Investors and utilize the amounts therein in the manner provided in the applicable Transaction Documents;
- (j) to utilise the Credit Enhancement, in the circumstances and in the manner as will be provided in the Deed of Assignment, as the case may be, and any documents executed pursuant thereto and to do all acts, deeds and things including giving written instructions, mandates and instructions as may be required in this regard;
- (k) 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 Payout 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 instructions, mandates and instructions to the Designated Bank, as may be required in this regard;
- (l) to collect all monies due to the Trust and acknowledge and give effectual and valid receipts and discharges for the same;
- (m) to acquire, hold, deal with, manage or dispose of the Trust Fund in accordance with the provisions of the Transaction Documents;
- (n) to 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 or Mortgage Security Interest, 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;
- (o) 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;
- (p) to provide to Rating Agency, SEBI, RBI or any other regulatory/ government authority (i) information in relation to the Assets; (ii) copies of Transaction Documents including the Trust Deed and Information Memorandum; and (iii) information about the Trust including financial accounts of the Trust;
- (q) monitor the performance of the Servicer with respect to *inter alia* the collection of the Receivables;
- (r) to review the reports prepared pursuant to the Discretionary Audits and take action thereon;
- (s) to appoint a calculation agent, to perform such functions as may be set out in the Deed of Assignment and if required, to remove such calculation agent and appoint another in its place;
- (t) to determine the adequacy of the funds on the basis of the Monthly Reports in accordance with the timelines set out herein or in any other Transaction Documents. The term "adequacy" would include checking sufficiency of funds to make the Investor Payouts. In the event of any shortfall in the amounts required to meet the Investor Payouts, the Trustee shall invoke the Credit Enhancement to meet such shortfalls, as and when required and in terms



- of the applicable Transaction Documents;
- (u) to obtain rating and listing of the PTCs issued to Beneficiaries on Stock Exchange in accordance with the Trust Deed;
 - (v) In the event the PTCs are de-listed by Stock Exchange, the Trust shall ensure that the PTCs are re-listed within 2 (Two) Business Days from the date of such de-listing by Stock Exchange;
 - (w) to grant consents and approvals in relation to the Loan Agreements to enable the Servicer to carry out various actions under the agreements including without limitation acceptance of any Prepayments in accordance with the Loan Agreements;
 - (x) if the Beneficiaries holding Majority Interest so advise, to accelerate or cause the Servicer to accelerate the Loans granted to the Obligors in terms of the Loan Agreements, within such timeline as required by the Beneficiaries holding Majority Interest;
 - (y) to enforce the indemnities provided by the Seller and the Servicer under the Transaction Documents;
 - (z) to enforce and/or to call upon the Servicer to enforce the Underlying Security and thereafter utilize the proceeds realized in accordance with the provisions of the applicable Transaction Documents;
 - (aa) in the event of a change of Servicer being required pursuant to the terms of the Deed of Assignment, to serve notices on the Obligors to repay/pay the Receivables directly to the Trust;
 - (bb) in case a change of Servicer being required pursuant to the terms of the Trust Deed or any other applicable Transaction Documents, to take custody of all the Underlying Documents from the Servicer and to replace the Servicer as per the terms set out in the Transaction Documents;
 - (cc) to take necessary steps to assist in the perfection of the security interest created by the relevant Obligors in the Underlying Assets in favour of the Trust for the benefit of the Beneficiaries (if at all required) and for this purpose procure transfer of the Mortgage Security Interest in favour of the Trust in accordance with the terms of the Transaction Documents;
 - (dd) to release the Underlying Security and/or to release the Credit Enhancement on the full payment of all Investor Payouts, in accordance with the terms and conditions of the Trust Deed and the other Transaction Documents;
 - (ee) acting on the instructions of the Beneficiaries holding Majority Interest, to institute, conduct, defend, compound, settle, compromise, withdraw or abandon any legal proceedings in the name of the Trust, whether with respect to the Trust Fund or otherwise;
 - (ff) acting on the instructions of the Beneficiaries holding Majority Interest, to initiate, commence, institute, defend any proceedings, legal or judicial, for the recovery of the statutory or regulatory dues (required to be paid by the Seller under the Waterfall Mechanism) from the Seller;



- (gg) to compromise, settle or abandon any debt or claim due to the Trust with the Majority Consent except where the Beneficiaries have otherwise required the Trust to take actions to recover the debts or claims in the manner provided in the Trust Deed;
- (hh) 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;
- (ii) to appoint, with the Majority Consent, brokers, advocates, auditors, solicitors, registrars, agents, valuers and other Persons for the purpose of fulfilling any of the objectives of the Trust and if required, to remove such Persons and appoint others in their place;
- (jj) 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 Beneficiaries holding Majority Interest;
- (kk) 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;
- (ll) to reject any Loan (on the instructions of Beneficiaries holding Majority Interest), which is being offered for assignment by the Seller to the Trust, that does not comply with eligibility criteria or the pool selection criteria set out under Schedule IV of the Deed of Assignment;
- (mm) to monitor that the Minimum Retention Requirement is being complied with and retained by the Seller until the PTCs are paid in full;
- (nn) to pay the EIS, if any, to the Seller in accordance with the Waterfall Mechanism set out herein;
- (oo) 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 or as directed by Majority Consent.

7.4 LEGAL COUNSEL

Wadia Ghandy & Co. has 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 Assets from the Seller 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 Assets form part of the estate of the Originator and vest in the liquidator of the Originator;
- (c) The adequacy of the stamp duty paid on the Transaction Documents; and
- (d) Provide the required confirmations as required under the RBI Securitisation Guidelines from the legal counsel for the transaction.

7.5 REGISTRAR AND TRANSFER AGENT

NSDL Database Management Limited will act as the Registrar and Transfer Agent for the PTCs to be issued to



Investors. The Registrar and Transfer Agent shall maintain a Certificate Register for the PTCs issued and transferred and registered from time to time. The Certificates will be transferable only in dematerialised form.

7.6 DESIGNATED BANK

ICICI Bank Limited shall be the Designated Bank. Accordingly, the CPA shall be maintained with the Designated Bank at its branch at Bandra Kurla Complex in Mumbai.



CHAPTER 8: LEGAL AND TAX ISSUES

8.1 LEGAL DOCUMENTS

Legal documents for the Transaction i.e. the Transaction Documents have been finalised in consultation with Legal Counsel, Wadia Ghandy & Co.

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

- (a) Trust Deed;
- (b) Deed of Assignment;
- (c) this Information Memorandum;
- (d) the Pass Through Certificates;
- (e) documents executed in relation to the Credit Enhancement including Cash Collateral Agreement; and
- (f) Power of Attorney by the Seller in favour of the Trustee.

8.2 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

As per the provisions of the Finance Act, 2019: (i) issue of PTCs through a depository or otherwise will constitute issue of debentures and will require payment of stamp duty at the rate specified in Schedule I of the Indian Stamp Act, 1899, which is currently specified as 0.005% of the consideration amount; and (ii) transfer of PTCs made through a stock 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, which is currently specified as 0.0001% of the consideration amount.

8.3 RIGHTS IN THE CONTRACT

The Seller will sell, assign and convey to the Issuer, in trust for and for the benefit of the Investors, except as otherwise provided in Transaction Documents, without recourse to the Seller all the rights, title and interest of the Seller in and to the Loan Agreements, the Receivables and the Underlying Security (together with all corresponding rights and interests in relation thereto) (excluding Mortgage Security Interest) in return for the payment of the Purchase Consideration. Consequentially these contracts will be marked as sold in the records of the Seller and hence will not form part of the properties or the assets of the Seller. The Issuer, in turn, will transfer undivided beneficial interest in the Assets on the Deemed Date of Allotment to the Investors by issuing the Certificates.

8.4 REPOSSESSION

In the event of default in making payments by an Obligor, the Servicer is required to intimate the occurrence of such default to the Obligor and follow a due process of serving of notice for repossession. On the expiry of the



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

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

8.5 MORTGAGE SECURITY INTEREST

The Mortgage Security Interest shall continue to be held in the name of the Seller, and the Seller shall, when requested by the Trust/Beneficiaries, transfer full and complete right, title and interest in the Mortgage Security Interest to the Trust at the costs and expenses of the Seller.

The Parties acknowledge that the rights in the Mortgage Security Interest are not being assigned to the Trust in terms of the Deed of Assignment solely for the purposes of ensuring that the Seller, in its capacity as Servicer, is entitled to continue to exercise all enforcement rights available in relation to the Mortgage Security Interest in terms of the Underlying Documents.

It is further agreed and acknowledged that the Servicer shall always exercise its rights in respect of the Mortgage Security Interest for the benefit of the Trust upon any default occurring in relation to the relevant underlying Loans (unless otherwise consented to by the Assignee) and all realisations from the exercise of such rights shall be treated in the same manner as a collection of Receivables by the Servicer.

8.6 WITHHOLDING TAXES

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

8.7 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. In case of payments to non-resident investors, the deduction at source shall be at rates in force. In case of those investors to whom payments are to be made without deducting tax at source or after deducting tax at a lower rate, either pursuant to the provisions of the Income Tax Act, 1961 or pursuant to a certificate obtained in this regard from the tax department, the said investors should inform the Trustee of the same so that the Trustee can take appropriate steps in this regard. 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.

8.8 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 PTC Listing Regulations shall be a 'securitisation trust' for the purposes of the Income Tax Act, 1961. As per Section 10(23DA) of the Income Tax Act, 1961, any income of the securitisation trust shall be exempt from taxation.

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

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

8.9 LEGAL STATUS OF THE TRUST

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

8.10 APPLICABILITY OF THE SECURITISATION ACT

Legal Counsel has advised the Originator and the Issuer that the proposed securitisation of loan Receivables would fall outside the purview of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 ('the Securitisation Act') as the proposed transaction envisages transfer of receivables to a trust and does not involve sale of receivables to a securitisation company as provided in the Securitisation Act. The legal opinion to be issued by Legal Counsel would also cover this.

8.11 NEW RBI SECURITISATION GUIDELINES

The Reserve Bank of India has introduced new guidelines governing securitisation of standard assets in terms of the Master Direction – Reserve Bank of India (Securitisation of Standard Assets) Directions, 2021 issued by RBI vide DOR.STR.REC.53/21.04.177/2021-22 dated September 24, 2021. There could be certain issues that may arise in connection with the interpretation of the said directions.



CHAPTER 9: SPECIAL CONSIDERATIONS AND RISK FACTORS

The Senior Tranche A1 PTCs have been given a provisional rating of AAA (SO) and Senior Tranche A2 PTCs have been given a provisional rating of AA (SO) by the Rating Agency. However, holding of the PTCs is not free of risk. The Issuer believes that the risks described below are the principal ones inherent in this transaction for prospective investors and does not represent that the statement of risks set out hereunder is exhaustive.

9.1 RISKS IN RELATION TO RECEIVABLES AND BORROWERS

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

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

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

9.3 GENERAL ECONOMIC CONDITIONS

The Borrower operates within India and, accordingly, its revenues are derived from the domestic market. As a result, it is highly dependent on prevailing economic conditions in India and its results of operations are significantly affected by factors influencing the Indian economy. An uncertain economic situation, in India and globally, could result in a slowdown in economic growth, investment and consumption. A slowdown in the rate of growth in the Indian economy could result in lower demand for credit and other financial products and services and higher defaults. Any slowdown in the growth or negative growth of sectors where the Borrower has a relatively higher exposure could adversely impact its performance. Any such slowdown could adversely affect its business, prospects, results of operations and financial condition.

9.4 POTENTIAL LIABILITIES OF TRUST

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

9.5 RISKS IN RELATION TO RECEIVABLES AND BORROWERS

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



sufficient to meet the repayments of the Senior Tranche PTCs.

9.6 LIMITED LIQUIDITY & PRICE RISK

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

9.7 LIMITED RECOURSE, DELINQUENCY AND CREDIT RISK

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

9.8 SERVICER RISK

Veritas Finance Private Limited shall act as Servicer for the assigned contracts and continue to monitor the pool and make collections of the Receivables. In the unlikely event that Veritas Finance Private Limited is unable to perform its functions as a Servicer satisfactorily, the appointment of Veritas Finance Private Limited as the Servicer may be terminated under the circumstances set out in the Deed of Assignment. In such an eventuality, the Trustee is required to appoint an alternate Servicer or to function as the back-up Servicer. The cost of servicing in that case may be recovered from the Receivables, which may cause a shortfall in the monthly Investor Payouts to Investors.

9.9 RISKS DUE TO POSSIBLE PREPAYMENTS

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

9.10 CLEAN-UP CALL

The Seller will have the option to repurchase the Receivables pertaining to the performing contracts anytime after the outstanding balance on the Receivables declines below 10% of the initial pool balance, at a purchase consideration equal to the outstanding principal amount. The exercise of this option would have the same effect as Prepayments.

9.11 BANKRUPTCY

(a) Bankruptcy of the Originator / Seller

If Veritas Finance Private Limited becomes subject to bankruptcy proceedings and the court or tribunal in the bankruptcy proceedings concludes that the sale from Veritas Finance 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 such that the sale to the Trust will be construed as confirming to the 'True Sale' criteria. The legal counsel to the Issuer has agreed to opine that the assignment of Receivables to Trust in trust for and for the benefit of the Investors, as envisaged herein, would constitute an absolute and valid sale.



(b) Bankruptcy of the Servicer

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

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

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

(c) Bankruptcy of the Trust

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

(d) Bankruptcy of the Trustee

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

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

9.12 RATING OF THE CERTIFICATE

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



9.13 RISK OF CO-MINGLING

The Servicer will deposit all payments received from the Obligors into the Collection and Payout Account. However so long as Veritas Finance Private Limited is the Servicer of the Loan Agreements, there could be a time gap between collection by the Servicer and depositing the same into the Collection and Payout Account especially considering that some of the collections may be in the form of cash. Moreover, the pool consists of a large number of retail contracts which are generated all over the country and in this interim period, collections from the Loan Agreements may not be segregated from other funds of Veritas Finance Private Limited. If Veritas Finance Private Limited in its capacity as Servicer fails to remit such funds into the Collection and Payout Account, the Investors may be exposed to a potential loss. However, under the Transaction Documents, as the Servicer would be providing an express undertaking that all collections received/realised by it would be held by Veritas Finance Private Limited in trust for and on behalf of the Trust and for the benefit of the Beneficiaries.

9.14 LEGAL AND TAX ISSUES

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

9.15 RISK RELATING TO SECURITY CREATIONS

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

9.16 ACCOUNTING CONSIDERATIONS

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

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

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

9.18 INDUSTRY RISK: GENERAL ECONOMIC CONDITIONS

The Borrower operates within India and, accordingly, its revenues are derived from the domestic market. As a result, it is highly dependent on prevailing economic conditions in India and its results of operations are significantly affected by factors influencing the Indian economy. An uncertain economic situation, in India and globally, could result in a slowdown in economic growth, investment and consumption. A slowdown in the rate of growth in the Indian economy could result in lower demand for credit and other financial products and services and higher defaults. Any slowdown in the growth or negative growth of sectors where the Borrower has a relatively higher exposure could adversely impact its performance. Any such slowdown could adversely affect its business, prospects, results of operations and financial condition.



9.19 CURRENCY, INTEREST AND OTHER RISKS

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

9.20 DILUTION RISK

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

9.21 LEGALITY OF PURCHASE

Prospective Investors will be responsible for the lawfulness of the acquisition of the Senior Tranche 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.



CHAPTER 10: MISCELLANEOUS

10.1 JURISDICTION

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

10.2 TERMINATION OF THE OBLIGATION OF THE PARTIES

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

10.3 AMENDMENT

The Transaction Documents may be amended by the Seller, the Issuer, the Servicer and the Trustee only with the written 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.



CHAPTER 11: DECLARATION

A. By the Trustee

We Catalyst Trusteeship Limited being the trustees of the issuer namely: Vajra 006 Trust accept responsibility for the information contained in this offer document, which is to the best of our knowledge and belief. 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 Vajra 006 Trust,
Trustee for Catalyst Trusteeship Limited.



Authorised Signatory
Date: February 27, 2024
Place: Mumbai



B. By the Originator

I, D Arulmany, being the Director of the Originator namely: Veritas Finance Private Limited accept responsibility for the information contained in this offer document. To the best of our knowledge and belief and we have taken all reasonable care to ensure that the 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 Veritas Finance Private Limited

Director:
Date: February 27, 2024
Place: Mumbai



ANNEXURE 1: TERMS OF THE SENIOR TRANCHE PTCs

Issue Opening Date	February 27, 2024
Issue Closing Date	February 27, 2024
Deemed Date of Allotment	February 27, 2024
First Payout Date	March 20, 2024
Last Payout Date (Expected) in relation to Senior Tranche A1 PTCs	May 20, 2026
Last Payout Date (scheduled) in relation to Senior Tranche A1 PTCs	February 20, 2027
Last Payout Date (Expected) in relation to Senior Tranche A2 PTCs	April 20, 2027
Last Payout Date (scheduled) in relation to Senior Tranche A2 PTCs	August 20, 2029
Expected Maturity in relation to Senior Tranche A1 PTCs	27 (Twenty Seven) months
Expected Maturity in relation to Senior Tranche A2 PTCs	38 (Thirty Eight) months
Legal Final Maturity in relation to Senior Tranche PTCs (in months)	66 (Sixty Six) months
No. of Senior Tranche A1 PTCs	7400 (Seven Thousand Four Hundred)
No. of Senior Tranche A2 PTCs	2900 (Two Thousand Nine Hundred)
Price Per Senior Tranche A1 PTC	Re. 1,00,000/- (Rupee One Lakh only)
Price Per Senior Tranche A2 PTC	Re. 1,00,000/- (Rupee One Lakh only)
Senior Tranche A1 Yield	9.37% (Nine Decimal Point Three Seven Percent) p.a.p.m
Senior Tranche A2 Yield	9.93% (Nine Decimal Point Nine Three Percent) p.a.p.m
Cut-off Date	January 31, 2024
Transfer Date	February 01, 2024
Expected Yield in relation to Senior Tranche A1 PTCs	9.37% (Nine Decimal Three Seven Percent) p.a.p.m
Expected Yield in relation to Senior Tranche A2 PTCs	9.93% (Nine Decimal Nine Three Percent) p.a.p.m
Senior Tranche A1 Expected Maturity Date	May 20, 2026
Senior Tranche A2 Expected Maturity Date	April 20, 2027
Senior Tranche A1 Final Maturity Date	February 20, 2027



(Not for Circulation)
For specific use of addressee only

Senior Tranche A2 Final Maturity Date	August 20, 2027
Redemption Value per Senior Tranche A1 PTC	Re. 1,00,000/- (Rupee One Lakh only)
Redemption Value per Senior Tranche A2 PTC	Re. 1,00,000/- (Rupee One Lakh only)



ANNEXURE 2: INVESTOR PAYOUT SCHEDULE FOR PTCS

*The payout schedule described below is indicative in nature and may undergo alterations as per the provisions of the Transaction Documents.

Pool Cashflows

Collection Start Date	Collection End Date	Payin Date	Payout Date	Principal repayment	Interest repayment	Cashflows
			27-02-2024	1,13,79,69,662		
01-02-2024	29-02-2024	19-03-2024	20-03-2024	1,93,16,478	2,11,09,192	4,04,25,670
01-03-2024	31-03-2024	19-04-2024	20-04-2024	1,96,79,037	2,07,46,633	4,04,25,670
01-04-2024	30-04-2024	19-05-2024	20-05-2024	2,00,46,285	2,03,79,385	4,04,25,670
01-05-2024	31-05-2024	19-06-2024	20-06-2024	2,04,20,491	2,00,05,179	4,04,25,670
01-06-2024	30-06-2024	19-07-2024	20-07-2024	2,08,01,618	1,96,24,052	4,04,25,670
01-07-2024	31-07-2024	19-08-2024	20-08-2024	2,11,90,039	1,92,35,631	4,04,25,670
01-08-2024	31-08-2024	19-09-2024	20-09-2024	2,15,85,749	1,88,39,921	4,04,25,670
01-09-2024	30-09-2024	19-10-2024	20-10-2024	2,19,88,914	1,84,36,756	4,04,25,670
01-10-2024	31-10-2024	19-11-2024	20-11-2024	2,23,99,603	1,80,26,067	4,04,25,670
01-11-2024	30-11-2024	19-12-2024	20-12-2024	2,28,18,103	1,76,07,587	4,04,25,670
01-12-2024	31-12-2024	19-01-2025	20-01-2025	2,32,44,454	1,71,81,216	4,04,25,670
01-01-2025	31-01-2025	19-02-2025	20-02-2025	2,35,69,787	1,67,46,854	4,03,16,641
01-02-2025	28-02-2025	19-03-2025	20-03-2025	2,37,08,383	1,63,06,430	4,00,14,813
01-03-2025	31-03-2025	19-04-2025	20-04-2025	2,38,37,490	1,58,63,535	3,97,01,025
01-04-2025	30-04-2025	19-05-2025	20-05-2025	2,40,72,257	1,54,18,236	3,94,90,493
01-05-2025	31-05-2025	19-06-2025	20-06-2025	2,42,27,737	1,49,68,671	3,91,96,408
01-06-2025	30-06-2025	19-07-2025	20-07-2025	2,44,42,612	1,45,16,253	3,89,58,865
01-07-2025	31-07-2025	19-08-2025	20-08-2025	2,41,97,679	1,40,59,974	3,82,57,653
01-08-2025	31-08-2025	19-09-2025	20-09-2025	2,42,08,819	1,36,08,759	3,78,17,578
01-09-2025	30-09-2025	19-10-2025	20-10-2025	2,43,32,267	1,31,57,808	3,74,90,075
01-10-2025	31-10-2025	19-11-2025	20-11-2025	2,43,42,520	1,27,04,813	3,70,47,333
01-11-2025	30-11-2025	19-12-2025	20-12-2025	2,41,98,391	1,22,52,110	3,64,50,501
01-12-2025	31-12-2025	19-01-2026	20-01-2026	2,40,79,730	1,18,02,405	3,58,82,135
01-01-2026	31-01-2026	19-02-2026	20-02-2026	2,37,72,138	1,13,55,129	3,51,27,265
01-02-2026	28-02-2026	19-03-2026	20-03-2026	2,37,25,796	1,09,13,726	3,46,39,522
01-03-2026	31-03-2026	19-04-2026	20-04-2026	2,36,05,985	1,04,73,242	3,40,79,227
01-04-2026	30-04-2026	19-05-2026	20-05-2026	2,34,65,635	1,00,35,204	3,35,00,839
01-05-2026	31-05-2026	19-06-2026	20-06-2026	2,32,43,712	96,00,064	3,28,43,776
01-06-2026	30-06-2026	19-07-2026	20-07-2026	2,34,78,196	91,69,290	3,26,47,486
01-07-2026	31-07-2026	19-08-2026	20-08-2026	2,36,59,350	87,34,041	3,23,93,391
01-08-2026	31-08-2026	19-09-2026	20-09-2026	2,37,92,771	82,95,293	3,20,88,064
01-09-2026	30-09-2026	19-10-2026	20-10-2026	2,37,71,098	78,54,029	3,16,25,125
01-10-2026	31-10-2026	19-11-2026	20-11-2026	2,34,32,773	74,13,342	3,08,46,115
01-11-2026	30-11-2026	19-12-2026	20-12-2026	2,28,98,094	69,78,838	2,98,76,932
01-12-2026	31-12-2026	19-01-2027	20-01-2027	2,25,01,711	65,54,120	2,90,55,831
01-01-2027	31-01-2027	19-02-2027	20-02-2027	2,20,27,787	61,36,334	2,81,64,121
01-02-2027	28-02-2027	19-03-2027	20-03-2027	2,16,37,834	57,27,425	2,73,65,259



(Not for Circulation)
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01-03-2027	31-03-2027	19-04-2027	20-04-2027	2,09,38,507	53,25,503	2,62,64,010
01-04-2027	30-04-2027	19-05-2027	20-05-2027	2,02,06,121	49,36,021	2,51,42,142
01-05-2027	31-05-2027	19-06-2027	20-06-2027	1,97,56,115	45,60,190	2,43,16,305
01-06-2027	30-06-2027	19-07-2027	20-07-2027	1,96,23,493	41,92,083	2,38,15,576
01-07-2027	31-07-2027	19-08-2027	20-08-2027	1,88,73,264	38,25,875	2,26,99,139
01-08-2027	31-08-2027	19-09-2027	20-09-2027	1,81,90,168	34,72,981	2,16,63,149
01-09-2027	30-09-2027	19-10-2027	20-10-2027	1,75,20,136	31,32,172	2,06,52,308
01-10-2027	31-10-2027	19-11-2027	20-11-2027	1,72,40,547	28,03,495	2,00,44,042
01-11-2027	30-11-2027	19-12-2027	20-12-2027	1,69,61,224	24,80,046	1,94,41,270
01-12-2027	31-12-2027	19-01-2028	20-01-2028	1,68,20,240	21,61,427	1,89,81,667
01-01-2028	31-01-2028	19-02-2028	20-02-2028	1,49,37,820	18,44,976	1,67,82,796
01-02-2028	29-02-2028	19-03-2028	20-03-2028	1,33,96,429	15,65,473	1,49,61,902
01-03-2028	31-03-2028	19-04-2028	20-04-2028	1,04,86,441	13,16,566	1,18,03,007
01-04-2028	30-04-2028	19-05-2028	20-05-2028	66,14,755	11,25,948	77,40,703
01-05-2028	31-05-2028	19-06-2028	20-06-2028	63,08,113	10,11,611	73,19,724
01-06-2028	30-06-2028	19-07-2028	20-07-2028	62,01,233	9,02,578	71,03,811
01-07-2028	31-07-2028	19-08-2028	20-08-2028	60,96,252	7,95,361	68,91,613
01-08-2028	31-08-2028	19-09-2028	20-09-2028	59,32,279	6,90,084	66,22,363
01-09-2028	30-09-2028	19-10-2028	20-10-2028	54,80,153	5,87,679	60,67,832
01-10-2028	31-10-2028	19-11-2028	20-11-2028	50,56,318	4,93,036	55,49,354
01-11-2028	30-11-2028	19-12-2028	20-12-2028	45,80,207	4,05,872	49,86,079
01-12-2028	31-12-2028	19-01-2029	20-01-2029	40,92,787	3,26,995	44,19,782
01-01-2029	31-01-2029	19-02-2029	20-02-2029	36,36,593	2,56,664	38,93,257
01-02-2029	28-02-2029	19-03-2029	20-03-2029	31,39,647	1,94,380	33,34,027
01-03-2029	31-03-2029	19-04-2029	20-04-2029	28,38,492	1,40,642	27,99,134
01-04-2029	30-04-2029	19-05-2029	20-05-2029	21,12,198	95,286	22,07,484
01-05-2029	31-05-2029	19-06-2029	20-06-2029	15,54,345	59,121	16,13,466
01-06-2029	30-06-2029	19-07-2029	20-07-2029	12,01,511	32,318	12,33,829
01-07-2029	31-07-2029	19-08-2029	20-08-2029	6,52,953	11,420	6,64,373



Cashflows to Senior Tranche PTCs

Cashflows to Senior Tranche A1 PTCs*

Payout Date	Principal Outstanding	Series A1 Yield	Series A1 Principal (Scheduled)**** (90.51%)	Series A1 Principal (Expected) (9.49%)	Accelerated Series A1 Principal (50% Turbo)	Series A1 Principal	Series A1 Investor Payout**
20-03-2024	74,00,00,000	41,79,277	1,74,83,746	18,32,732	75,71,230	2,68,87,708	3,10,66,985
20-04-2024	71,31,12,292	56,75,006	1,78,11,906	18,67,131	62,87,055	2,59,66,092	3,16,41,098
20-05-2024	68,71,46,200	52,91,967	1,81,44,309	19,01,976	63,34,398	2,63,80,683	3,16,72,650
20-06-2024	66,07,65,517	52,58,426	1,84,83,011	19,37,480	61,24,818	2,65,45,109	3,18,03,535
20-07-2024	63,42,20,408	48,84,366	1,88,27,977	19,73,641	61,60,532	2,69,62,150	3,18,46,516
20-08-2024	60,72,58,258	48,32,611	1,91,79,545	20,10,494	59,52,751	2,71,42,790	3,19,75,401
20-09-2024	58,01,15,468	46,16,607	1,95,37,710	20,48,039	58,62,898	2,74,48,647	3,20,85,254
20-10-2024	55,26,66,820	42,56,292	1,99,02,623	20,86,291	58,80,921	2,78,69,835	3,21,26,127
20-11-2024	52,47,96,985	41,76,378	2,02,74,346	21,25,257	58,76,086	2,80,75,889	3,22,52,067
20-12-2024	49,67,21,296	38,25,434	2,06,53,139	21,84,964	56,81,756	2,84,99,859	3,23,25,293
20-01-2025	46,82,21,437	37,26,145	2,10,39,039	22,05,415	54,78,777	2,87,23,231	3,24,49,376
20-02-2025	43,94,98,206	34,97,563	2,13,33,504	22,36,283	53,75,957	2,89,45,744	3,24,43,306
20-03-2025	41,05,52,463	29,51,029	2,14,58,950	22,49,433	55,47,549	2,92,55,932	3,22,06,960
20-04-2025	38,12,96,531	30,34,389	2,15,75,808	22,61,682	51,66,278	2,90,03,768	3,20,38,157
20-05-2025	35,22,92,763	27,13,137	2,17,88,300	22,83,957	51,43,837	2,92,16,094	3,19,29,231
20-06-2025	32,30,76,669	25,71,071	2,19,29,028	22,98,709	49,50,828	2,91,78,565	3,17,49,636
20-07-2025	29,38,98,104	22,63,418	2,21,23,516	23,19,096	49,18,045	2,93,60,657	3,16,24,075
20-08-2025	26,45,37,446	21,05,211	2,19,01,822	22,95,857	47,30,010	2,89,27,689	3,10,32,900
20-09-2025	23,56,09,757	18,75,002	2,19,11,905	22,96,914	46,19,789	2,88,28,608	3,07,03,610
20-10-2025	20,67,81,149	15,92,498	2,20,23,641	23,08,626	45,75,223	2,89,07,490	3,04,99,988
20-11-2025	17,78,73,659	14,15,533	2,20,32,921	23,09,599	43,98,043	2,87,40,563	3,01,56,097
20-12-2025	14,91,33,095	11,48,529	2,19,02,467	22,95,924	43,45,024	2,85,43,415	2,96,91,944
20-01-2026	12,05,89,681	9,59,663	2,17,95,064	22,84,666	41,75,520	2,82,55,250	2,92,14,913
20-02-2026	9,23,34,430	7,34,805	2,15,16,655	22,55,482	40,64,794	2,78,36,931	2,85,71,736
20-03-2026	6,44,97,500	4,83,604	2,14,74,711	22,51,085	40,98,349	2,78,24,145	2,82,87,749
20-04-2026	3,66,73,355	2,91,850	2,13,66,268	22,39,717	38,45,999	2,74,51,984	2,77,43,834
20-05-2026	92,21,370	71,017	92,21,370	-	-	92,21,370	92,92,388

* The amounts indicated herein is the scheduled payouts and the actual amounts to be paid to the Series A1 Investors shall be net of tax deducted at source in accordance with the provisions of the Income Tax Act, 1961, and such deduction shall not be considered as a default in making payment on Series A1 PTCs.

**The Series A1 Investor Payout to be paid to the Series A1 Investors set out above is indicative in nature and may undergo alterations as per the provisions of the Deed of Assignment.

****Credit Enhancement will be utilised to make payments in relation to the scheduled principal portion of the Series A1 PTCs on any Payout Date, including the final maturity date i.e August 20, 2029.



Cashflows to Senior Tranche A2 PTCs*

Payout Date	Principal Outstanding	Series A2 Yield	Series A2 Principal (Scheduled)**** (90.51%)	Series A2 Principal (Expected) (9.49%)	Accelerated Series A2 Principal (50% Turbo)	Series A2 Principal	Series A2 Investor Payouts
20-03-2024	29,00,00,000	17,35,710	-	-	-	-	17,35,710
20-04-2024	29,00,00,000	24,45,773	-	-	-	-	24,45,773
20-05-2024	29,00,00,000	23,66,877	-	-	-	-	23,66,877
20-06-2024	29,00,00,000	24,45,773	-	-	-	-	24,45,773
20-07-2024	29,00,00,000	23,66,877	-	-	-	-	23,66,877
20-08-2024	29,00,00,000	24,45,773	-	-	-	-	24,45,773
20-09-2024	29,00,00,000	24,45,773	-	-	-	-	24,45,773
20-10-2024	29,00,00,000	23,66,877	-	-	-	-	23,66,877
20-11-2024	29,00,00,000	24,45,773	-	-	-	-	24,45,773
20-12-2024	29,00,00,000	23,66,877	-	-	-	-	23,66,877
20-01-2025	29,00,00,000	24,45,773	-	-	-	-	24,45,773
20-02-2025	29,00,00,000	24,45,773	-	-	-	-	24,45,773
20-03-2025	29,00,00,000	22,09,085	-	-	-	-	22,09,085
20-04-2025	29,00,00,000	24,45,773	-	-	-	-	24,45,773
20-05-2025	29,00,00,000	23,66,877	-	-	-	-	23,66,877
20-06-2025	29,00,00,000	24,45,773	-	-	-	-	24,45,773
20-07-2025	29,00,00,000	23,66,877	-	-	-	-	23,66,877
20-08-2025	29,00,00,000	24,45,773	-	-	-	-	24,45,773
20-09-2025	29,00,00,000	24,45,773	-	-	-	-	24,45,773
20-10-2025	29,00,00,000	23,66,877	-	-	-	-	23,66,877
20-11-2025	29,00,00,000	24,45,773	-	-	-	-	24,45,773
20-12-2025	29,00,00,000	23,66,877	-	-	-	-	23,66,877
20-01-2026	29,00,00,000	24,45,773	-	-	-	-	24,45,773
20-02-2026	29,00,00,000	24,45,773	-	-	-	-	24,45,773
20-03-2026	29,00,00,000	22,09,085	-	-	-	-	22,09,085
20-04-2026	29,00,00,000	24,45,773	-	-	-	-	24,45,773
20-05-2026	29,00,00,000	23,66,877	1,42,44,285	-	37,77,215	1,80,21,479	2,03,88,356
20-06-2026	27,19,78,521	22,93,785	2,10,38,387	22,05,345	38,32,120	2,68,75,832	2,91,89,616
20-07-2026	24,51,02,689	20,00,441	2,12,50,603	22,27,593	35,63,530	2,70,41,726	2,90,42,167
20-08-2026	21,80,60,963	18,39,060	2,14,14,570	22,44,780	34,26,759	2,70,86,109	2,89,25,169
20-09-2026	19,09,74,855	16,10,624	2,15,35,332	22,57,439	33,21,798	2,71,14,569	2,87,25,193
20-10-2026	16,38,60,286	13,37,369	2,15,15,713	22,55,383	32,38,090	2,70,09,186	2,83,46,555
20-11-2026	13,68,51,100	11,54,161	2,12,09,490	22,23,283	31,09,849	2,65,42,622	2,76,96,783
20-12-2026	11,03,08,478	9,00,299	2,07,25,541	21,72,553	30,20,149	2,59,18,243	2,68,18,541
20-01-2027	8,43,90,235	7,11,722	2,03,66,766	21,34,945	29,02,603	2,54,04,314	2,61,16,036
20-02-2027	5,89,85,921	4,97,469	1,99,37,808	20,89,979	28,01,407	2,48,29,194	2,53,26,664
20-03-2027	3,41,56,726	2,60,190	1,95,84,853	20,52,981	27,16,104	2,43,53,938	2,46,14,128
20-04-2027	98,02,789	82,674	98,02,789	-	-	98,02,789	98,85,462

* The amounts indicated herein is the scheduled payouts and the actual amounts to be paid to the Series A1 Investors shall be net of tax deducted at source in accordance with the provisions of the Income Tax Act, 1961, and such deduction shall not be considered as a default in making payment on Series A2 PTCs.



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***The Series A2 Investor Payout to be paid to the Series A2 Investors set out above is indicative in nature and may undergo alterations as per the provisions of the Deed of Assignment*

***** Upon redemption of Senior Tranche A1 PTCs, Credit Enhancement will be utilised to make payments in relation to the promised portion of the Series A2 PTCs, on any Payout Date, including the final maturity date i.e August 20, 2029*



Cashflows to Equity Tranche PTCs *

Payout Date	Principal Outstanding	Equity Tranche Yield	Equity Tranche Principal	Equity Tranche Investor Payouts
20-03-2024	10,79,69,662	75,71,230	-	75,71,230
20-04-2024	10,79,69,662	62,87,055	-	62,87,055
20-05-2024	10,79,69,662	63,34,398	-	63,34,398
20-06-2024	10,79,69,662	61,24,618	-	61,24,618
20-07-2024	10,79,69,662	61,60,532	-	61,60,532
20-08-2024	10,79,69,662	59,52,751	-	59,52,751
20-09-2024	10,79,69,662	58,62,898	-	58,62,898
20-10-2024	10,79,69,662	58,80,921	-	58,80,921
20-11-2024	10,79,69,662	58,76,086	-	58,76,086
20-12-2024	10,79,69,662	58,81,756	-	58,81,756
20-01-2025	10,79,69,662	54,78,777	-	54,78,777
20-02-2025	10,79,69,662	53,75,957	-	53,75,957
20-03-2025	10,79,69,662	55,47,549	-	55,47,549
20-04-2025	10,79,69,662	51,66,278	-	51,66,278
20-05-2025	10,79,69,662	51,43,837	-	51,43,837
20-06-2025	10,79,69,662	49,50,828	-	49,50,828
20-07-2025	10,79,69,662	49,18,045	-	49,18,045
20-08-2025	10,79,69,662	47,30,010	-	47,30,010
20-09-2025	10,79,69,662	46,19,789	-	46,19,789
20-10-2025	10,79,69,662	45,75,223	-	45,75,223
20-11-2025	10,79,69,662	43,98,043	-	43,98,043
20-12-2025	10,79,69,662	43,45,024	-	43,45,024
20-01-2026	10,79,69,662	41,75,520	-	41,75,520
20-02-2026	10,79,69,662	40,64,794	-	40,64,794
20-03-2026	10,79,69,662	40,98,349	-	40,98,349
20-04-2026	10,79,69,662	38,45,999	-	38,45,999
20-05-2026	10,79,69,662	37,77,215	-	37,77,215
20-06-2026	10,79,69,662	36,32,120	-	36,32,120
20-07-2026	10,79,69,662	35,63,530	-	35,63,530
20-08-2026	10,79,69,662	34,26,759	-	34,26,759
20-09-2026	10,79,69,662	33,21,798	-	33,21,798
20-10-2026	10,79,69,662	32,38,090	-	32,38,090
20-11-2026	10,79,69,662	31,09,849	-	31,09,849
20-12-2026	10,79,69,662	30,20,149	-	30,20,149
20-01-2027	10,79,69,662	29,02,603	-	29,02,603
20-02-2027	10,79,69,662	28,01,407	-	28,01,407
20-03-2027	10,79,69,662	27,16,104	-	27,16,104
20-04-2027	10,79,69,662	26,04,606	1,11,35,718	1,37,40,324
20-05-2027	9,68,33,943	24,51,920	2,02,06,121	2,26,58,041
20-06-2027	7,66,27,822	22,64,533	1,97,56,115	2,20,20,848
20-07-2027	5,68,71,707	20,80,800	1,96,23,493	2,17,04,293
20-08-2027	3,72,48,214	18,98,410	1,88,73,264	2,07,71,674
20-09-2027	1,83,74,950	17,22,626	1,81,90,168	1,99,12,794



(Not for Circulation)
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20-10-2027	1,84,782	15,52,869	1,84,782	17,37,850
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(Not for Circulation)
For specific use of addressee only

Excess Interest Spread and Servicer's Fee

Payout Date	Gross Aggregate EIS	Servicer's Fee (0.10% inclusive of 18% GST)	GST @ 18%	TDS on Servicer Fees @ 10%	Net Aggregate EIS	50% EIS towards acceleration of Senior Tranche PTCs	Balance 50% EIS to Originator
20-03-2024	1,51,94,206	40,426	7,277	4,043	1,51,42,461	75,71,230	75,71,230
20-04-2024	1,26,25,854	40,426	7,277	4,043	1,25,74,109	62,87,055	62,87,055
20-05-2024	1,27,20,541	40,426	7,277	4,043	1,26,68,796	63,34,398	63,34,398
20-06-2024	1,23,00,980	40,426	7,277	4,043	1,22,49,235	61,24,618	61,24,618
20-07-2024	1,23,72,809	40,426	7,277	4,043	1,23,21,064	61,60,532	61,60,532
20-08-2024	1,19,57,247	40,426	7,277	4,043	1,19,05,502	59,52,751	59,52,751
20-09-2024	1,17,77,542	40,426	7,277	4,043	1,17,25,797	58,62,898	58,62,898
20-10-2024	1,18,13,588	40,426	7,277	4,043	1,17,61,843	58,80,921	58,80,921
20-11-2024	1,14,03,917	40,426	7,277	4,043	1,13,52,172	56,76,086	56,76,086
20-12-2024	1,14,15,256	40,426	7,277	4,043	1,13,63,511	56,81,756	56,81,756
20-01-2025	1,10,09,299	40,426	7,277	4,043	1,09,57,554	54,78,777	54,78,777
20-02-2025	1,08,03,519	40,317	7,257	4,032	1,07,51,913	53,75,957	53,75,957
20-03-2025	1,11,46,316	40,015	7,203	4,001	1,10,95,098	55,47,549	55,47,549
20-04-2025	1,03,83,373	39,701	7,146	3,970	1,03,32,556	51,66,278	51,66,278
20-05-2025	1,03,38,222	39,490	7,108	3,949	1,02,87,675	51,43,837	51,43,837
20-06-2025	99,51,828	39,196	7,055	3,920	99,01,656	49,50,828	49,50,828
20-07-2025	98,85,958	38,959	7,013	3,886	98,36,091	49,18,045	49,18,045
20-08-2025	95,08,991	38,258	6,888	3,826	94,60,021	47,30,010	47,30,010
20-09-2025	92,87,985	37,818	6,807	3,782	92,39,578	46,19,789	46,19,789
20-10-2025	91,98,433	37,490	6,748	3,749	91,50,448	45,75,223	45,75,223
20-11-2025	88,43,507	37,047	6,669	3,705	87,96,087	43,98,043	43,98,043
20-12-2025	87,36,704	36,451	6,561	3,645	86,90,048	43,45,024	43,45,024
20-01-2026	83,96,970	35,882	6,459	3,588	83,51,041	41,75,520	41,75,520
20-02-2026	81,74,551	35,127	6,323	3,513	81,29,589	40,64,794	40,64,794
20-03-2026	82,41,037	34,640	6,235	3,464	81,96,698	40,98,349	40,98,349
20-04-2026	77,35,620	34,079	6,134	3,408	76,91,998	38,45,999	38,45,999
20-05-2026	75,97,310	33,501	6,030	3,350	75,54,429	37,77,215	37,77,215
20-06-2026	73,06,279	32,844	5,912	3,284	72,64,239	36,32,120	36,32,120
20-07-2026	71,68,849	32,647	5,877	3,265	71,27,060	35,63,530	35,63,530
20-08-2026	68,94,981	32,393	5,831	3,239	68,53,517	34,26,759	34,26,759
20-09-2026	66,84,669	32,088	5,776	3,209	66,43,596	33,21,798	33,21,798
20-10-2026	65,16,660	31,625	5,693	3,163	64,76,180	32,38,090	32,38,090
20-11-2026	62,59,181	30,846	5,552	3,085	62,19,698	31,09,849	31,09,849
20-12-2026	60,78,539	29,877	5,378	2,988	60,40,297	30,20,149	30,20,149
20-01-2027	58,42,398	29,058	5,230	2,906	58,05,207	29,02,603	29,02,603
20-02-2027	56,38,865	28,164	5,070	2,816	56,02,814	28,01,407	28,01,407
20-03-2027	54,67,235	27,365	4,926	2,737	54,32,207	27,16,104	27,16,104
20-04-2027	52,42,829	26,264	4,728	2,626	52,09,211	26,04,606	26,04,606
20-05-2027	49,36,021	25,142	4,526	2,514	49,03,839	24,51,920	24,51,920
20-06-2027	45,60,190	24,316	4,377	2,432	45,29,065	22,64,533	22,64,533
20-07-2027	41,92,083	23,816	4,287	2,382	41,61,599	20,80,800	20,80,800
20-08-2027	38,25,875	22,699	4,086	2,270	37,96,820	18,98,410	18,98,410



(Not for Circulation)
For specific use of addressee only

20-09-2027	34,72,981	21,663	3,899	2,166	34,45,252	17,22,626	17,22,626
20-10-2027	31,32,172	20,652	3,717	2,065	31,05,737	15,52,869	15,52,869
20-11-2027	28,03,495	20,044	3,608	2,004	27,77,839	13,88,919	13,88,919
20-12-2027	24,80,046	19,441	3,499	1,944	24,55,161	12,27,581	12,27,581
20-01-2028	21,61,427	18,982	3,417	1,898	21,37,130	10,68,565	10,68,565
20-02-2028	18,44,976	16,783	3,021	1,678	18,23,494	9,11,747	9,11,747
20-03-2028	15,65,473	14,962	2,693	1,496	15,46,322	7,73,161	7,73,161
20-04-2028	13,16,566	11,803	2,125	1,180	13,01,458	6,50,729	6,50,729
20-05-2028	11,25,948	7,741	1,393	774	11,16,040	5,58,020	5,58,020
20-06-2028	10,11,611	7,320	1,318	732	10,02,242	5,01,121	5,01,121
20-07-2028	9,02,578	7,104	1,279	710	8,93,485	4,46,743	4,46,743
20-08-2028	7,95,361	6,892	1,240	689	7,86,540	3,93,270	3,93,270
20-09-2028	6,90,084	6,622	1,192	662	6,81,607	3,40,804	3,40,804
20-10-2028	5,87,679	6,068	1,092	607	5,79,912	2,89,956	2,89,956
20-11-2028	4,93,036	5,549	999	555	4,85,933	2,42,966	2,42,966
20-12-2028	4,05,872	4,986	897	499	3,99,490	1,99,745	1,99,745
20-01-2029	3,26,995	4,420	796	442	3,21,338	1,60,669	1,60,669
20-02-2029	2,56,664	3,893	701	389	2,51,681	1,25,840	1,25,840
20-03-2029	1,94,380	3,334	600	333	1,90,112	95,056	95,056
20-04-2029	1,40,642	2,779	500	278	1,37,085	68,542	68,542
20-05-2029	95,286	2,207	397	221	92,460	46,230	46,230
20-06-2029	59,121	1,613	290	161	57,056	28,528	28,528
20-07-2029	32,318	1,234	222	123	30,739	15,369	15,369
20-08-2029	11,420	664	120	66	10,570	5,285	5,285



ANNEXURE 3: APPLICATION FORM

Serial No.01

Date: ____/____/____

To,
Catalyst Trusteeship Limited
901, 9th Floor, Tower-B,
Peninsula Business Park,
Senapati Bapat Marg, Lower Parel (West),
Mumbai-400013
Tel: +91 22 49220555
Fax: +91 22 49220505
E-mail: umesh.salvi@ctltrustee.com

Kind Attn: Mr. Umesh Salvi

Ref: Application for / ____ / number of [●] PTCs

Dear Sirs,

In connection with our application for the [●] PTCs, we confirm that (a) we have received and reviewed a copy of the Information Memorandum dated February [●], 2024 relating to the said Certificates and reviewed the documents referred to therein (b) we have had the opportunity to ask question of and receive answers from Catalyst Trusteeship Limited, the trustee (the "Trustee") of Vajra 006 Trust (the "Trust") concerning the [●] Certificates and all matters relating thereto and such additional information as deemed necessary by us to take the decision to apply for the [●] Certificates, and (c) we have not relied upon Trust or the Trustee or upon any information or materials prepared or furnished by Trustee or the Trust or its agents or counsel in determining whether our investment in the [●] Certificates is permissible under applicable law.

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

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

- (a) that our investments do not represent deposits or other liabilities of the Originator, the Trustee or the Issuer, and that the same are not insured;
- (b) that the Originator, the Trustee, the Issuer do not guarantee the capital value of the securities and/or performance of the securities to be issued, or the collectability of Receivables pool; and
- (c) that our investments can be subject to investment risk, including interest rate risk, credit risk, possible delays in repayment and loss of income and principal invested.

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



Yours faithfully,
For

(Name and Signature of authorised signatory)

Series Of PTCs	PTCs		
	No. of PTCs	Investment Amount per PTC (Rs.)	Total Amount (Rs.)
[•]			

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

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

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

Applicants Details

SOLE/FIRST 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



(Not for Circulation)
For specific use of addressee only

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

Tax Deduction Status: (Please Specify)

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

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

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

ACKNOWLEDGEMENT SLIP

(TO BE FILLED IN BY THE APPLICANT)

Date: / /

Serial No.

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

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

Note: Cheques & Drafts are subject to realisation

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

INSTRUCTIONS:

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



2. An applicant should submit only one application (and not more than one) for the total number of Certificates required.
3. The applicant should mention the Permanent Account Number (PAN) allotted under the Income Tax Act, 1961 or where the same has not been allotted, the GIR Number and the Income-Tax Circle/Ward/District. In case neither the PAN nor the GIR Numbers has been allotted, the fact of non-allotment should be mentioned in the Application Form. Applications without this will be treated as incomplete and will be liable to be rejected.
4. In case of applications under Power of Attorney or by Limited Companies or Bodies Corporate, the relevant Power of Attorney or the relevant Resolution or Authority as the case may be, to make the application together with a duly certified copy thereof must be lodged separately quoting the Serial Number of the Application Form at _____ simultaneously with the submission of the Application Form failing which the application made is liable to be rejected.
5. Payment should be made by Cheques or Bank Draft drawn on any Bank which is situated at and is a member or sub-member of the Banker's Clearing House located at the place where the application is submitted.
6. All Cheques/Drafts must be crossed "A/c Payee only" and made payable to _____.
7. Application Forms duly completed along with the cheques/demand draft payable high value on the Issue Closing Date must be delivered before 10.00 a.m. on the Issue Closing Date to _____.
8. In case of payments through RTGS, the payments may be made as follows, and such payment will have to reach the CPA at least by 2.00 pm on the Issue Closing Date:

Beneficiary Name: Vajra 006 Trust
Account No: [●]
Bank Details: ICICI Bank Limited
Branch: ICICI Bank Towers, Bandra Kurla Complex
IFSC Code: [●]
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.



ANNEXURE 4: RATING RATIONALE

(Annexed separately)



ANNEXURE 5: FORMAT OF SEMI – ANNUAL REPORT

Name/Identification No. of securitisation transaction:

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



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



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



ANNEXURE 6: DETAILS OF THE RECEIVABLES

(Annexed separately)



ANNEXURE 7: CHARTERED ACCOUNTANT CERTIFICATE

(Annexed separately)

