Vista SME 06 2023
Information Memorandum
MITCON CREDENTIA TRUSTEESHIP SERVICES LIMITED

2,000 Series A1 PTCs aggregating to Rs. 20,00,00,000/- (Indian Rupees Twenty Crore) having a rating of A- (SO) and offering a yield as more particularly set out in Annexure 1 hereto, maturing on the dates identified under Annexure 1 hereto, price identified under Annexure 1 hereto, evidencing beneficial interest in loan receivables originated by Keertana Finserv Private Limited and issued pursuant to the terms of the Reserve Bank of India (Securitisation of Standard Assets) Directions, 2021 as amended/supplemented/replaced from time to time.

Indicative Issue Schedule	
Issue Opening Date	July 17, 2023
Issue Closing Date	July 17, 2023
Deemed Date of Allotment	July 17, 2023
Issue Size (Series A1 PTCs)	Rs. 20,00,00,000 /- (Rupees Twenty Crore)

SELLER

Keertana

Keertana Finserv Private Limited.
Registered Office: 64A, Hemanta Basu Sarani, 2nd Floor, Suite No. 210, Kolkata, West Bengal - 700001, India,
Administrative Office: Plot No. 31 & 32, 2nd Floor, Ramky Selenium Towers, Tower – A, Financial District, Nanakaramguda, Hyderabad, Telangana – 500032
Website: https://keertanafin.in/
Email ID: secretarial@keertana.co

SERVICER

Keertana

Keertana Finserv PrivateLimited.
Registered Office: 64A, Hemanta Basu Sarani, 2nd Floor, Suite No. 210, Kolkata, West Bengal - 700001, India,
Administrative Office: Plot No. 31 & 32, 2nd Floor, Ramky Selenium Towers, Tower – A, Financial District, Nanakaramguda, Hyderabad, Telangana – 500032
Website: https://keertanafin.in/
Email ID: secretarial@keertana.co

TRUSTEE

MITCON CREDENTIA
PARTNER WITH TRUSTED CREDENTIALS

Registered Office: Kubera Chambers,1st Floor,
Shivajinagar, Pune, Maharashtra- 411005, India
Acting Office: 1402 /1403, Dalamal Tower, Free Press Journal Marg 211, Nariman Point, Mumbai – 400021, Maharashtra, India
Tel: +918879857930
Website: www.mitconindia.com
Contact Person: Mr. Navin Chouksey

RATING AGENCY

CRISIL Ratings

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Hiranandani Business Park, Powai, Mumbai - 400 076

LEGAL COUNSEL

PHOENIX LEGAL

Phoenix Legal
Vaswani Mansion, Office No. 17 & 18 3rd Floor, 120 Dinshaw Vachha Road
Churchgate, Mumbai – 400 020

REGISTRAR & TRANSFER AGENT

NSDL
Technology, Trust & Reach

NSDL Database Management Limited
4th Floor, Trade World A Wing, Kamala Mills Compound Senapati Bapat Marg, Lower Parel, Mumbai – 400013

Each Pass Through Certificate (PTC) represents a proportionate undivided beneficial interest in the underlying pool of receivables arising from loans extended by Keertana Finserv Private Limited, in the ordinary course of business. It does not represent an interest or obligation of Vista SME 06 2023 or Mitcon Credentia Trusteeship Services Limited nor are the underlying loan contracts insured or guaranteed by Keertana Finserv Private Limited save to the extent of credit enhancement provided by Keertana Finserv Private Limited as described herein. Further all the concerned are hereby informed that the PTCs do not represent deposit liabilities of the Originator, the Servicer, the Trust or the Trustee and that they are not insured. The Trustee/ Originator/ Servicer/Trust does not guarantee the capital value of PTCs and the performance of PTC issued, or collectability of receivables pool and the investments in the PTCs are subject to prepayment risk, interest rate risk, credit risk, possible delays in repayment and loss of income and principal invested.

VAISHALI GOVERDHAN URKUDE

Digitally signed by VAISHALI GOVERDHAN URKUDE
Date: 2023.07.19 13:24:14 +05'30'

Disclaimer

All the expressions used in this disclaimer shall unless repugnant to the context or meaning thereof carry the same meanings herein are assigned to them in the paragraph under the heading "Definitions and Glossary of Terms"

This Information Memorandum of Private Placement ("**this Information Memorandum / this Offer Document/ this IM**") is neither a prospectus nor a statement in lieu of a prospectus. This document does not constitute an offer or an invitation for offer by or on behalf of Keertana Finserv Private Limited ("**Seller / Originator / Assignor**") or Mitcon Credentia Trusteeship Services Limited ("**Trustee**") to subscribe to, or purchase Senior Pass Through Certificates ("**Series A1 PTCs**" / "**Senior Tranche PTCs / "Senior Tranche Certificates**"), to be issued by the Vista SME 06 2023 trust ("**Trust**" / "**Issuer**"/ "**Assignee**"). This Information Memorandum seeks to provide relevant details of the proposed securitisation of loan receivables arising from the loans provided by the Originator in the ordinary course of business through finance extended by the Originator to the borrowers for various business activities ("**Loans**" or "**Facilities**"). Apart from this Information Memorandum, no other document has been prepared in connection with the proposed securitisation of loan receivables and the Information Memorandum is not required to be registered under any applicable law. Accordingly, this Information Memorandum has neither been delivered for registration nor is it intended to be registered. Prospective investors must make their own assessment as to the suitability of investing in these Series A1 PTCs.

Information in this Information Memorandum has been compiled by the Trustee on the basis of information provided *inter alia* by the Seller. To the best of its knowledge and belief the information as contained in this Information Memorandum is in conformity with the facts as available on the date of this Information Memorandum.

Any re-schedulement, restructuring or re-negotiation of the terms of the Underlying Document/s effected after the transfer of assets to the Trust, shall be binding on the Trust and not on the Seller and shall be done only with the express prior written consent of the Investors holding Majority Interest and the providers of credit enhancement. 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.

Further, the Seller and the Issuer has not authorised any other person to provide any information or make any representations other than those contained in this document. Further, the information contained in this document may undergo changes with time.

Each copy of this Information Memorandum is serially numbered and the person to whom a copy of the Information Memorandum is sent, is alone entitled to apply for the Series A1 PTCs. Any application by a person to whom this Information Memorandum has not been sent by the Issuer shall be liable to be rejected without assigning any reason.

The person who is in receipt of this Information Memorandum shall maintain utmost confidentiality regarding the contents of this Information Memorandum and shall not reproduce or distribute in whole or part or make any announcement in public or to a third party regarding the contents without the prior written consent of the Issuer.

The rating is not a recommendation to purchase, hold or sell the Series A1 PTCs in as much as the ratings do not comment on the market price of the Series A1 PTCs or its suitability to a particular Investor. The ratings currently are provisional ratings and final ratings are contingent upon the receipt of final documents conforming to information already received by the Rating Agency. There is no assurance either that the rating will remain at the same level for any given period or that the rating will not be lowered or withdrawn entirely by the Rating Agency.

The Series A1 PTCs represent an undivided beneficial interest in the underlying loan assets and do not represent an obligation of the Trustee, or the Seller (other than to the extent of the credit enhancement provided, if any), or any affiliate of the Trustee.

This Information Memorandum is not intended to form the sole basis of evaluation for the potential investors to whom it is addressed and who are willing and eligible to subscribe to Series A1 PTCs. This Information Memorandum has been prepared to give general information regarding the Seller and the Transaction, to parties proposing to invest in this issue of Series A1 PTCs and it does not purport to contain all the information that any such party may require. This Information Memorandum and the other Securitisation Documents reflect only the future cash flows arising from the Receivables. Cash flows received prior to the Transfer Date and which are not intended to be assigned by the Originator to the Trust, irrespective of whether the same constitute advance or upfront payments, or otherwise, are not reflected in the Information Memorandum and the other Securitisation Documents and are not being considered for arriving at the Purchase Consideration payable by the Trust for the Receivables. The Investor Payouts payable to the Investors shall be as per the payout schedule set out in **Annexure 2** hereto and in the applicable Securitisation Documents.

For preparing this Information Memorandum, the Trustee has relied upon the information supplied by the Seller. The Trustee neither has verified independently, nor assumes responsibility for the accuracy and completeness of this Information Memorandum, or any other information or documents supplied or approved by the Seller. The Trustee holds no responsibility for any mis-statement in or omission from the Trustee in publicly available information or any other information about the Trustee available in the market. The Seller and the Trustee do not undertake to update this Information Memorandum to reflect subsequent events and thus it should not be relied upon without first confirming its accuracy with the Seller.

Potential investors are required to make their own independent evaluation and judgment before making the purchase and are believed to be experienced in investing in debt markets and are able to bear the economic risk of investing in the Series A1 PTCs. It is the responsibility of potential investors to obtain all consents, approvals or authorisations required by them to make an offer to subscribe for and purchase the Series A1 PTCs. Potential investors should not rely solely on this Information Memorandum or any other information given by the Seller nor would providing of such information by the Seller be construed as advice or recommendation by the Seller to subscribe to and purchase the Series A1 PTCs. The potential investors acknowledge that the Seller does not owe the Investors any duty of care in respect of this offer/invitation to subscribe for and purchase of the Series A1 PTCs. It is the responsibility of potential investors to also ensure that they will sell these Series A1 PTCs in strict accordance with this Information Memorandum and other applicable laws, so that the sale does not constitute an offer to the public. Potential investors should also consult their own tax advisors on the tax implications of the acquisitions, ownership, sale and redemption of the Series A1 PTCs and income arising thereon.

This Information Memorandum is a medium of sharing information to potential investors with an objective to provide an investment opportunity in the Series A1 PTCs outline the transaction structure. This IM may also contain information about parties to the transaction, which are of confidential nature and not publicly available. Any dissemination of this Information Memorandum to a party other than to whom it has been sent and use of the information contained in this Information Memorandum for purposes other than of a potential investor for this issue is strictly prohibited.

GENERAL RISK

Investment in structured products or structured obligations (SO) and such related securities involve a degree of risk and investors should not invest any funds in such instruments, unless they can afford to take the risks attached to such investments. For taking an investment decision, investors must rely on their own examination of the Issuer and the Issue including the risks involved. Specific attention of investors is invited to statement of Risk Factors contained in Chapter 9 of this Offer Document. These risks are not, and are not intended to be, a complete list of all risks and considerations relevant to the Series A1 PTCs or investor's decision to purchase the

Series A1 PTCs. Please be advised that the relevant Receivables will be assigned to the Issuer by the Originator on a no-recourse basis (save for the Credit Enhancement provided by the Originator) and any investor shall carefully assess the risks associated with such assignment before proceeding with a decision to make an investment in the Series A1 PTCs.

DISCLAIMER CLAUSE OF SEBI

As per the provisions of the SEBI (Issue and Listing of Securitised Debt Instruments and Security Receipts) Regulations, 2008, as amended/ supplemented/ replaced from time to time and the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended/ supplemented/ replaced from time to time, it is not stipulated that a copy of this Offer Document has to be filed with or submitted to SEBI for its review/approval. It is to be distinctly understood that this Offer Document should not in any way be deemed or construed to have been approved or vetted by SEBI and that this Issue is not recommended or approved by SEBI nor does SEBI guarantee the adequacy and accuracy of this Offer Document. SEBI does not take any responsibility either for the financial soundness of any proposal for which the Series A1 PTCs issued thereof is proposed to be made or for the correctness of the statements made or opinions expressed in this Offer Document.

The Series A1 PTCs have not been recommended or approved by the Securities and Exchange Board of India (SEBI) nor does SEBI guarantee the accuracy or adequacy of this document.

DISCLAIMER CLAUSE OF THE STOCK EXCHANGE

As required, a copy of this Offer Document has been filed with Stock Exchange in terms of the SEBI (Issue and Listing of Securitised Debt Instruments and Security Receipts) Regulations, 2008, as amended/ supplemented/ replaced from time to time and the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended/ supplemented/ replaced from time to time. It is to be distinctly understood that submission of this Offer Document to the Stock Exchange should not in any way be deemed or construed to mean that this Offer Document has been reviewed, cleared or approved by the Stock Exchange, nor does the Stock Exchange in any manner warrant, certify or endorse the correctness or completeness of any of the contents of this Offer Document. The Stock Exchange does not warrant that the Series A1 PTCs will be listed or will continue to be listed on the Stock Exchange nor does the Stock Exchange take any responsibility for the soundness of the financial and other conditions of the Issuer, its promoters, its management or any scheme or project of the Issuer.

DISCLAIMER IN RESPECT OF JURISDICTION

Issue of the Series A1 PTCs have been/ will be made in India to investors as specified under clause "**Who Can Apply**" in this Offer Document, who have been/shall be specifically approached by the Issuer. This Offer Document is not to be construed or constituted as an offer to sell or an invitation to subscribe to Series A1 PTCs offered hereby to any person to whom it is not specifically addressed. This Offer Document does not constitute an offer to sell or an invitation to subscribe to the Series A1 PTCs herein, in any other jurisdiction to any person to whom it is unlawful to make an offer or invitation in such jurisdiction. The Series A1 PTCs are governed by and shall be construed in accordance with the laws of India, and all disputes thereof shall be subject to the jurisdiction of the courts and tribunal set out in the Securitisation Documents.

DISCLAIMER IN RESPECT OF RATING AGENCY

Rating is an opinion on the credit quality and is not a recommendation to sanction, renew, disburse or recall the concerned bank facilities or to buy, sell or hold any security. The Rating Agency has based its rating on information obtained from sources believed by it to be accurate and reliable. The Rating Agency does not, however, guarantee the accuracy, adequacy or completeness of any information and is not responsible for any errors or omissions or for the results obtained from the use of such information. Most entities whose bank

facilities/instruments are rated by the Rating Agency have paid a credit rating fee, based on the amount and type of bank facilities/instruments.

ISSUE OF PTCS IN DEMATERIALISED FORM

The Series A1 PTCs will be issued in dematerialised form. The Issuer has made arrangements with National Securities Depositories Limited and Central Depository Services (India) Limited for the issue of the Series A1 PTCs in dematerialised form. The investor will have to hold the Series A1 PTCs in dematerialised form as per the provisions of the Depositories Act, 1996. The Issuer shall take necessary steps to credit the Series A1 PTCs allotted to the beneficiary account maintained by the investor with its depository participant. The Issuer will make the allotment to Investors on the Deemed Date of Allotment after verification of the Application Form, the accompanying documents and on realisation of the application money.

ADDITIONAL ASSUMPTIONS

Each subscriber, by subscribing to the Series A1 PTCs, and any subsequent purchaser, by purchasing the Series A1 PTCs, shall be deemed to have agreed that and accordingly the Issuer and the Trustee shall be entitled to presume that each of the Investors:

(a) has reviewed the terms and conditions applicable to the Series A1 PTCs as contained in the Offer Document and has understood the same, and, on an independent assessment thereof, found the same acceptable for the investment made and has also reviewed the risk disclosures contained herein and has understood the risks, and determined that the investment in the Series A1 PTCs are a suitable investment and that the Investors can bear the economic risk of that investment;

(b) has received all the material information provided by the Originator to the Issuer in connection with, and for investment in the Series A1 PTCs;

(c) has understood that information contained in this Offer Document is not to be constructed as business or investment advice;

(d) has legal ability to invest in the Series A1 PTCs and the investment does not contravene any provision of any law, regulation or contractual restriction or obligation or undertaking binding on or affecting the Investors or its assets.

Attention of the persons interested in subscribing to the Certificates is specifically drawn to the section titled Special Considerations and Risk Factors.

For Mitcon Credentia Trusteeship Services Limited,

Trustee for Vista SME 06 2023

Authorised Signatory

List of Contact Persons

With regard to this Information Memorandum, the following people at the Trustee and the Seller can be contacted:

Originator/ Seller/ Servicer: Keertana Finserv Private Limited				
Location	**Contact Person**	**Tel. No.**	**E-mail**	**Fax No.**
Hyderabad	Ms. Padmaja Reddy	9000877745	padmaja.reddy@keertana.co	NA

Trustee: Mitcon Credentia Trusteeship Services				
Location	**Contact Person**	**Tel. No.**	**E-mail**	**Fax No.**
Mumbai	Mr. Navin Chouksey	+91 8879857930	navin@mitconcredentia.in	NA

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CHAPTER 1: DEFINITIONS AND GLOSSARY OF TERMS

Capitalised terms used in this Offer Document and not otherwise defined shall have the meanings given to them in the Securitisation Documents. For the purposes of this Offer Document, except as otherwise expressly provided or as the context or meaning thereof otherwise requires, the following expressions shall have the meanings assigned to them respectively hereinafter:

(1) "**Allottee**" means any PTC Applicant who has received an Allotment Advice

(2) "**Applicant**" or "**Subscriber**" means an applicant who has made an Application for subscribing to the Certificate.

(3) "**Application**" means the submission of a duly filled up and signed Application Form by a prospective investor to the Trustee.

(4) "**Application Form**" means the form annexed hereto and marked as Annexure 3

(5) "**Application Money**" means the monies paid by any potential investor to the Trust for the purposes of subscribing to the Series A1 PTCs

(6) "**Accounts**" means, collectively, the Collection and Payment Account and the Cash Collateral, or any one or more of them, as the context may require.

(7) "**Accounts Agreement**" means the accounts agreement dated on or about the date of the Trust Deed among the Seller/Facility Provider, the Servicer and the Trustee setting out the terms and conditions for opening, operating and maintaining the Collection and Payment Account with the Collection Bank and the Cash Collateral with the Approved Bank.

(8) "**Applicable Law**" means any statute, law, regulation, ordinance, rule, judgment, order, decree, ruling, bye-law, approval of any Competent Authority, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision of or determination by, or any interpretation or administration having the force of law of any of the foregoing by any Competent Authority having jurisdiction over the matter in question, whether in effect as of the date of any of the Securitisation Documents or at any time thereafter.

(9) "**Approved Bank**" means a scheduled commercial bank, which is approved by the Rating Agency and with which the Cash Collateral and other accounts as may be required in terms of the Securitisation Documents are maintained, as more particularly set out in the Accounts Agreement.

(10) "**Assigned Assets**" has the meaning given to it in the Assignment Agreement.

(11) "**Assignment Agreement**" means the assignment agreement dated on or about the date of the Trust Deed between the Seller and the Trustee, setting out the detailed terms and conditions of the assignment of the Assigned Assets to the Trust by the Seller.

(12) "**Auditor**" means the chartered accountants who will be appointed by the Investors and/or the Trustee to facilitate any audit of the Receivables constituting the Pool to verify, *inter alia*, whether these exist, whether these meet with the eligibility criteria mentioned in Section 6.1 and whether these are supported by adequate and appropriate documentation.

(13) "**Beneficiaries**" means the beneficiaries of the Trust that will be the PTC Holders from time to time, the Residual Beneficiary and such other persons who have any right over the Trust Property at any time in terms of the Trust Deed.

(14) "**Business Day**" means a day that is not a Saturday or a Sunday or a public holiday for the purpose of Section 25 of the Negotiable Instruments Act, 1881, and on which banks are open in the normal course of business in Mumbai, India.

(15) "**Cash Collateral**" means all or any fixed deposit account(s) established by the Seller/Facility Provider with the Approved Bank, aggregating to INR 1,11,92,083 (Indian Rupees One Crore Eleven Lakh Ninety Two Thousand and Eighty Three) as stipulated by the Rating Agency, including any reimbursements and replenishments thereto (but excluding all interest accruing thereupon) available to meet any shortfall in payments which were due and payable and were scheduled to be made under the Waterfall Mechanism on any Payout Date.

(16) "**Clean Up Call Option**" has the meaning given to it in the Assignment Agreement.

(17) "**Clean Up Purchase Consideration**" means the price paid by the Seller to repurchase Facilities in the event that the Seller exercises the Clean Up Call Option under the Assignment Agreement.

(18) "**Collection and Payment Account**" means an account to be opened and maintained by the Trustee with the Collection Bank, in accordance with the terms of the Accounts Agreement and the Trust Deed.

(19) "**Collection Bank**" means a scheduled commercial bank, which is approved by the Rating Agency and with whom the Collection and Payment Account and other accounts as may be required in terms of the Securitisation Documents are maintained, as more particularly set out in the Accounts Agreement.

(20) "**Collection Period**" means each period between a collections start date and the corresponding collections end date as set out in Annexure 2.

(21) "**Commencement Date**" means June 20, 2023, being the date following the Pool Cut Off Date.

(22) "**Competent Authority**" means the Government of India or the government of any state in India or any ministry, department, board, authority, instrumentality, agency, corporation (to the extent acting in a legislative, judicial or administrative capacity) or commission under the direct or indirect control of such government or any political subdivision of any of them or owned or controlled by the government or any of their subdivisions, or any court, tribunal, judicial or regulatory body within India or any other court, administrative agency or arbitrator.

(23) "**Credit Enhancement**" means the Cash Collateral.

(24) "**Default**" means any amount(s) due, but not received, from any Obligor in respect of the Receivables constituting the Pool.

(25) "**Discretionary Audit**" means an audit conducted by the Trustee, to (a) monitor the Servicer's processes relating to collections and data integrity, (b) monitor the governance, management, systems and internal operations of the Servicer, and (c) audit, at the instructions of the Trustee, the reports submitted by the Servicer to the Trustee.

(26) "**Effective Date**" means the date on which the Assigned Assets are purchased by the Trust in consideration of the payment of the Purchase Consideration in accordance with the terms of the Assignment Agreement and the other Securitisation Documents, which shall be no later than July 17, 2023.

(27) "**Excess Interest Spread**" or "**EIS**" means, for the purposes of the transactions contemplated under the Securitisation Documents, the excess spread arising due to the difference between the interest amounts on the Facilities comprising the Pool and the Interest payable to the PTC Holders.

(28) "**Facilities**" or "**Loans**" mean the financial assistance by way of loans provided by the Seller to the Obligors under the Facility Agreements, and "**Facility**" shall be construed accordingly.

(29) "**Facility Agreements**" or "**Loan Agreements**" means all agreements in respect of the Facilities comprising the Pool, entered into between the Seller and the Obligors setting out the terms and conditions on which the Seller has agreed to provide the Facilities to the Obligors, and "**Facility Agreement**" shall be construed accordingly.

(30) "**Information Memorandum**" or "**Offer Document**" or "**IM**" means this information memorandum issued by the Trustee supplying information of the transaction contemplated for issuance of PTCs.

(31) "**Interest**" means the Series A1 Interest.

(32) "**Investor Payouts**" means the Series A1 Investor Payouts.

(33) "**Investors**" or "**PTC Holders**" means the individuals, banking companies, financial institutions, mutual funds, insurance companies, companies and bodies corporate, primary dealers or any other person, who will subscribe to or be the holders of the PTCs from time to time in accordance with Applicable Law.

(34) "**Majority Consent**" means the decision taken by the Investors holding Majority Interest, which decision will be binding on the Trustee.

(35) "**Majority Interest**" means the Investors collectively constituting 51% (fifty one percent) of the aggregate of the outstanding amount of the PTCs.

(36) "**Maturity Date**" means the Series A1 Final Maturity Date.

(37) "**Obligors**" or "**Borrowers**" means, collectively, all the persons who have availed the Facilities comprising the Pool from the Seller under the terms of the Facility Agreements entered into between such persons and the Seller and who are liable to make payments of amounts due to the Seller as stipulated thereunder, and all persons that have provided any guarantee(s) and/or security in respect of the Facilities, and "**Obligor**" shall be construed accordingly.

(38) "**Overdue Series A1 Interest**" means the amount of the Series A1 Interest that is due and payable and scheduled to be paid on any Payout Date to the Series A1 Investors but not so paid.

(39) "**Pass Through Certificate(s)**" or "**PTC(s)**" or "**Certificate(s)**" or "**SN(s)**" or "**Securitisation Note(s)**" or "**SDI(s)**" or "**Securitised Debt Instrument(s)"** means the Series A1 PTCs.

(40) "**Payin Dates**" means, collectively, the payin dates set out in Annexure 2 on or prior to which the Servicer is required to deposit the collections for the relevant Collection Period in the Collection and Payment Account.

(41) "**Payout Dates**" means, collectively, the payout dates set out in Schedule III on which Investor Payouts are due or expected to be paid (as the case may be) to the PTC Holders.

(42) "**Pool**" means the securitised Receivables, being the Facilities, which are identified in the Assignment Agreement and are based on the eligibility criteria mentioned in Schedule II. The expected cash flows of the Facilities (prepared on the basis of the Effective Date being July 6, 2023 and assuming no Prepayments and/or Defaults) have been set out in Annexure 2.

(43) "**Pool Cut Off Date**" means June 19, 2023.

(44) "**Prepayment**" means:

(a) the early payment by any Obligor(s) of any principal instalments outstanding on any Facility Agreement(s) and balance interest thereon, where applicable (as per the provisions of such Facility Agreement(s));

(b) the early payment by any Obligor(s) of any amounts, including balance interest (if any) for the remaining period of any Facility(ies), where applicable (as per the provisions of such Facility Agreement(s)), and principal instalments outstanding under such Facility Agreement(s) pursuant to the termination of any Facility Agreement(s), whether voluntary or pursuant to any order(s) of any court or tribunal; or

(c) the early payment of any amounts, including balance interest (if any) in respect of any Facility, pursuant to the foreclosure of any of such Facility, whether voluntary or pursuant to any order(s) of any court or tribunal.

(45) "**Prepayment Proceeds**" means the amounts paid by any Obligor(s) on any Prepayment, including pursuant to any legal proceedings for the recovery of any amounts from any Obligor(s) under the relevant Underlying Document.

(46) "**Principal**" means the Series A1 Principal.

(47) "**Prospective Investor**" means a person eligible to be an Investor and to whom a PTC Holder wishes to transfer any PTC held by it.

(48) "**PTC Register**" means the register of PTC Holders maintained in accordance with the Trust Deed.

(49) "**Purchase Consideration**" means the amount payable by the Trustee, from the subscription amounts paid by the Investors, to the Seller in consideration of the Seller assigning the Receivables to the Trustee to be held by the Trustee for the benefit of the Investors.

(50) "**Rating Agency**" means CRISIL Limited, which has been appointed for the purpose of rating the PTCs.

(51) "**RBI**" means the Reserve Bank of India.

(52) "**Receivables**" means the aggregate of all amounts payable by the Obligors to the Seller from the Commencement Date, including all principal amounts, interest (both accrued and unpaid interest as at the Commencement Date and all future interest), additional interest, overdue charges, liquidated damages, penalties/premium received on prepayment and/or foreclosure, penal charges, Prepayment Proceeds, all amounts due and payable on account of delayed payments, any penal charges, any costs, charges, expenses, fees collected by the Seller and any other amounts stipulated in the Facility Agreements and/or the Underlying Documents.

(53) "**Record Date**" means the date for determination of the registered Investors with the Registrar and Transfer Agent, being the day that occurs 7 (seven) days prior to each Payout Date.

(54) "**Registrar and Transfer Agent**" means a person who has agreed to act as the registrar and transfer agent for the PTCs or such other person who may be appointed as the registrar and transfer agent in its place by the Trustee.

(55) "**Regular Collections**" in respect of any Collection Period, means all amounts collected in such Collection Period, in respect of Facility Agreements relating to the Receivables (including premium on Prepayment, if any) and any withdrawals from the Cash Collateral but excluding Prepayment Proceeds

received in such Collection Period.

(56) "**Residual Beneficiary**" means the Seller.

(57) "**SEBI**" means the Securities and Exchange Board of India.

(58) "**Securitisation Listing Framework**" means the Securities and Exchange Board of India (Issue and Listing of Securitised Debt Instruments and Security Receipts) Regulations, 2008 read together with the circular issued by SEBI bearing the reference number SEBI/HO/DDHS/P/CIR/2021/613 dated August 10, 2021 on "*Operational Circular for issue and listing of Non-convertible Securities, Securitised Debt Instruments, Security Receipts, Municipal Debt Securities and Commercial Paper*" (each as amended, restated and modified from time to time).

(59) "**Securitisation Documents**" means the Trust Deed, the Assignment Agreement, the Servicing Agreement, the Accounts Agreement, the power of attorney and includes all other instruments, deeds and documents executed or entered into by or between or among the Trustee, the Seller and the Servicer from time to time, for the purpose of securitising the Receivables.

(60) "**Securitisation Directions**" means the Master Direction bearing reference number DOR.STR.REC.53/21.04.177/2021-22 dated September 24, 2021 issued by the RBI on "Reserve Bank of India (Securitisation of Standard Assets) Directions, 2021" (as amended, modified, supplemented or restated from time to time), read together with, to the extent applicable, the Master Direction bearing reference number DOR.STR.REC.51/21.04.048/2021-22 dated September 24, 2021 issued by the RBI on "Reserve Bank of India (Transfer of Loan Exposures) Directions, 2021" (as amended, modified, supplemented or restated from time to time).

(61) "**Security Interest**" means any mortgage, pledge, lien, charge, assignment, hypothecation, encumbrance or security interest or any other agreement or arrangement having a similar effect.

(62) "**Seller**" or "**Originator**" means Keertana Finserv Private Limited, a company incorporated under the Companies Act, 1956 and a non-banking financial company registered with the RBI, having its registered office at 64A, Hemanta Basu Sarani, 2nd Floor, Suite No. 210, Kolkata, West Bengal - 700001, India, and acting through its administrative office located at Plot No. 31 & 32, 2nd Floor, Ramky Selenium Towers, Tower – A, Financial District, Nanakaramguda, Hyderabad, Telangana - 500032

(63) "**Seller/Facility Provider**" means Keertana Finserv Private Limited, a company incorporated under the Companies Act, 1956 and a non-banking financial company registered with the RBI, having its registered office at 64A, Hemanta Basu Sarani, 2nd Floor, Suite No. 210, Kolkata, West Bengal - 700001, India, and acting through its administrative office located at Plot No. 31 & 32, 2nd Floor, Ramky Selenium Towers, Tower – A, Financial District, Nanakaramguda, Hyderabad, Telangana - 500032

(64) "**Senior Costs**" means the costs incurred by the Trustee, which are to be paid/reimbursed in the following order of priority:

(a) all statutory and regulatory dues. However, if such statutory or regulatory dues relate to the Receivables on or prior to the Pool Cut Off Date and are due and unpaid by the Seller, the Trustee will call upon the Seller to reimburse such amounts;

(b) any fees or expenses incurred or payable by the Trustee in relation to the obligations and duties contained in the Securitisation Documents, including any payments made to any service providers (including Servicing Fee) as may be required under the terms of the Securitisation Documents. This will include the costs relating to any legal advice, legal proceedings, the cost of advocates, solicitors and counsel, any expenses incurred by the

Trustee or any funds payable to the Rating Agency, the Auditor, the Collection Bank and/or the Approved Bank whether such expenses are payable by the Seller but have not been paid by the Seller or otherwise; and

(c) all other expenses or costs enumerated in Clause 4.6 of the Trust Deed and not forming part of (a) or (b) above.

(65) "**Series A1 Final Maturity Date**" means March 17, 2025.

(66) "**Series A1 Interest**" means the interest payable to the Series A1 Investors at the Series A1 Interest Rate, calculated as the product of outstanding Series A1 Principal, Series A1 Interest Rate and the actual number of days between 2 (two) consecutive Payout Dates divided by 365 (three hundred and sixty five) days, and due and payable on the Payout Dates as set out in Annexure 2.

(67) "**Series A1 Interest Rate**" means 13 % (thirteen percent) per annum payable monthly.

(68) "**Series A1 Investor Payouts**" means the amounts to be paid to the Series A1 Investors as per the Waterfall Mechanism, in the manner and on the relevant Payout Dates set out in Annexure 2, wherein:

(a) the Series A1 Interest is payable to the Series A1 Investor on each Payout Date until the Payout Date on which the Series A1 Principal is paid in full;

(b) the Series A1 Principal is expected to be paid on each Payout Date and is due and payable on the Series A1 Final Maturity Date;

(c) any shortfalls in the payment of the expected Series A1 Principal will be carried forward as payment in arrears and will be paid out on a future Payout Date as and when there are sufficient Total Collections to meet the shortfall, in accordance with the Waterfall Mechanism;

(d) any Prepayment Proceeds shall be utilised for accelerated redemption of the Series A1 Principal; and

(e) all Investor Payouts shall follow the priority of payments as set out in the Waterfall Mechanism.

(69) "**Series A1 Principal**" means the principal amounts aggregating to INR 20,00,00,000 (Indian Rupees Twenty Crore) expected to be paid to the Series A1 Investors on each Payout Date as identified in Schedule I, and due to be paid to the Series A1 Investors on the Series A1 Final Maturity Date.

(70) "**Series A1 PTC Holder(s)**" or "**Series A1 Investor(s)**" or "**Senior Tranche Investor**" means the Investors holding the Series A1 PTCs from time to time.

(71) "**Series A1 PTCs**" or "**Series A1 PTCs**" means the certificates issued by the Trustee to any Investor(s) evidencing the undivided beneficial interest of such Investor(s) and entitling such Investor(s) to receive Series A1 Investor Payouts in the manner specified herein.

(72) "**Servicer**" means Keertana Finserv Private Limited, a company incorporated under the Companies Act, 1956 and a non-banking financial company registered with the RBI, having its registered office at 64A, Hemanta Basu Sarani, 2nd Floor, Suite No. 210, Kolkata, West Bengal - 700001, India, and acting through its administrative office located at Plot No. 31 & 32, 2nd Floor, Ramky Selenium Towers, Tower – A, Financial District, Nanakaramguda, Hyderabad, Telangana - 500032.

(73) "**Servicing Agreement**" means the servicing agreement dated on or about the date of the Trust Deed

between the Servicer and the Trustee, whereby, *inter alia*, the Servicer is appointed to manage the collection of the Receivables as per the Underlying Documents.

(74) "**Servicing Fee**" has the meaning given to it in the Servicing Agreement.

(75) "**Settlement Date**" has the meaning given to it in the amended & restated trust deed

(76) "**Total Collections**" means, in respect of any Collection Period, the aggregate of the Regular Collections and the Prepayment Proceeds received in such Collection Period.

(77) "**Transaction Documents**" means the Securitisation Documents and the Underlying Documents, or one or more of them, as the context may require, as amended and/or restated from time to time.

(78) "**Trust**" means the **Vista SME 06 2023** trust, a private trust settled in India in accordance with the Indian Trusts Act, 1882 by the Settlor under the terms of the Trust Deed.

(79) "**Trust Deed**" means the amended and restated declaration of trust entered into by Mitcon Credentia Trusteeship Services Limited (in its capacity as the settlor of the Trust) and the Trustee, declaring that the Trustee will hold the Trust Property in trust and for the benefit of the Beneficiaries, as amended and/or restated from time to time.

(80) "**Underlying Documents**" means, collectively, all documents, instruments, records pertaining to the Facilities, including without limitation, all Facility Agreements, demand promissory notes and other negotiable instruments, guarantees and all other underlying indemnities and correspondence and records relating to the Receivables which are in the possession of the Seller, as amended and/or restated from time to time.

(81) "**Waterfall Mechanism**" means the fund flow priorities as more particularly detailed in Section 2.3 below.

CHAPTER 2: EXECUTIVE SUMMARY

This Information Memorandum seeks to provide relevant details of securitisation of certain loan assets together with all other present and future rights and benefits arising there from. The Assigned Assets (as defined hereinafter) comprise of *inter alia* loan receivables arising from the loan facilities extended by the Originator, in the ordinary course of business extended by the Seller to the Obligors for various business activities.

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

2.1 INTRODUCTION TO SECURITISATION

Securitisation is a process whereby commercial or consumer credits are packaged and sold in the form of financial instruments. A typical process of asset securitisation involves sale of specific receivables to a Special Purpose Vehicle (SPV) set up in the form of a trust or a company. The SPV in turn issues financial instruments (promissory notes, participation certificates or other debt instruments) to the investors evidencing the beneficial ownership of the investors in the receivables. The financial instruments are rated by an independent credit rating agency. Additional credit support is provided in order that the instrument may receive the desired level of rating. Typically the servicing of the receivables is continued by the seller. Cash flows as and when they are received are passed on to the investors. Features of securitisation transactions include:

(a) Absolute and valid sale of assets to an SPV (with defined purposes and activities) in trust for the investors;

(b) Reliance by the investors on the performance of the assets for repayment - rather than the credit of their originator (the seller) or the issuer (the SPV);

(c) Consequent to the above, "bankruptcy remoteness" of the SPV from the originator;

(d) Support for timely payments, *inter-alia*, in the form of suitable credit enhancements;

(e) Securitised debt paper usually achieves a high investment grade credit rating.

2.2 BRIEF DESCRIPTION OF THE TRANSACTION

(a) Vista SME 06 2023 trust ("**Trust**") is proposed to be set up as a special purpose trust, settled by Mitcon Credentia Trusteeship Services Limited under a Trust Deed for acquiring the Receivables in the nature of principal amount of the certain loan facilities together with interest thereon along with the rights and interest of the Originator in relation thereto (collectively the "**Assigned Assets**"), as property of the Trust in trust for and for the benefit of the certain investors, who subscribe to the pass through certificates issued by the Trust.

(b) The objectives and permitted activities of the SPV are as laid out in the section "The Issuer" of this Information Memorandum.

(c) The issue proceeds received from the Investors for subscribing to the PTCs, will be used by the Trust to pay to the Seller consideration for the Assigned Assets.

(d) After acquiring the aforesaid Assets, the Issuer will issue Pass Through Certificates (PTCs) to the Investors. The Series A1 PTCs shall be listed in terms of the Securitisation Listing Framework.

(e) The Series A1 Investors shall be entitled to obtain the Series A1 Interest together with the principal amount of the Series A1 PTCs. The Series A1 PTCs would be issued in dematerialised form and shall be listed on BSE as securitised debt instruments under the Securitisation Listing Framework, within 4 (four) working days from the Deemed Date of Allotment.

(f) The Originator will provide or cause to be provided certain credit enhancement in relation to the Assigned Assets which will be in line with the recommendations set out by the Rating Agency for achieving the rating for the Series A1 PTCs.

(g) To meet the minimum retention requirement ("**MRR**") stipulated by the Reserve Bank of India ("**RBI**"), in relation to the Assigned Assets being sold, the Originator is:

(i) providing Cash Collateral which amounts to 5% (five percent) of the principal portion of the Receivables; and

(ii) subordinated facilities principal/over-collateral to the extent of 10.65% (ten decimal six five percent) of the principal portion of the Receivables.

(h) Keertana Finserv Private Limited will be appointed as the servicer in relation to the Assigned Assets and in that capacity the Servicer shall be entitled to enforce the Receivables for and on behalf of the Trust.

(i) Claims or rights of the Investors of a particular series or tranche to receive payment of the Receivables shall rank *pari passu* inter-se and there shall be no difference in the rights, title and interest between the Investors vis-à-vis that particular series or tranche, irrespective of the date on which the Application Money shall have been paid by them.

(j) Each PTC of a particular series or tranche, will evidence the Investor's respective *pro-rata* share and undivided beneficial interest in the Assigned Assets on a *pari-passu* basis.

(k) The Series A1 PTCs have been assigned a provisional rating of A- (SO) by the Rating Agency. The rating rationale of the Rating Agency is annexed to this Information Memorandum and marked as **Annexure 4**. However, this is an indicative rating and is contingent upon the receipt of final documents conforming to information already received.

(l) The Seller will have the Clean Up Call Option.

2.3 PRINCIPAL TERMS OF THE SECURITISATION TRANSACTION[1]

Nature of Instrument	Securitised Debt Instruments being Pass Through Certificate evidencing beneficial interest in the Receivables as more particularly set out under **Annexure 2** hereto.
Issuer	Vista SME 06 2023
Originator / Seller	Keertana Finserv Private Limited
Trustee	Mitcon Credentia Trusteeship Services Limited
Credit Enhancement Provider	Keertana Finserv Private Limited
Collection Bank	ICICI Bank Limited, acting through its branch located at Nariman Point, Mumbai
Servicer	Keertana Finserv Private Limited
Rating Agency	CRISIL Ratings Limited
Legal Counsel	Phoenix Legal
Obligors	means, collectively, all the persons who have availed the Facilities comprising

[1] **Note to draft**: To be updated closer to finalisation of the transaction documents.

	the Pool from the Seller under the terms of the Facility Agreements entered into between such persons and the Seller and who are liable to make payments of amounts due to the Seller as stipulated thereunder, and all persons that have provided any guarantee(s) and/or contractual comfort and/or security (if any) in respect of the Facilities.
Receivables	Pool of Receivables pertaining to the Facilities originated by Keertana Finserv Private Limited, the principal outstanding of which aggregates to Rs. 22,38,41,657/- (Rupees Twenty-Two Crore Thirty-Eight Lakh Forty-One Thousand Six Hundred and Fifty-Seven) as on the Pool Cut-Off Date. The details of the Receivables are more particularly provided in **Annexure 6** herein;
Structure	Par
Aggregate Pool Principal	Rs. 22,38,41,657 /- (Rupees Twenty-Two Crore Thirty-Eight Lakh Forty-One Thousand Six Hundred and Fifty-Seven) as on the Pool Cut-Off Date
Aggregate Pool Cashflows	Rs. 27,81,18,624 /- (Rupees Twenty-Seven Crore Eighty-One Lakh Eighteen Thousand Six Hundred and Twenty-Four) as on the Pool Cut-Off Date.
Aggregate Excess Interest Spread	Rs. 3,46,76,805 /- (Rupees Three Crore Forty Six Lakh Seventy Six Thousand Eight Hundred & Five) as on the Pool Cut-Off Date.
Series A1 PTC Subscription Amount	Rs. 20,00,00,000 /- (Rupees Twenty Crore)
Pool Cut-off Date	June 19, 2023
Transfer Date/Commencement Date	June 20, 2023
PTCs	Series A1 PTCs
Purchase Consideration	Rs. 20,00,00,000 /- (Rupees Twenty Crore)
Rating of Series A1 PTCs	A- (SO) by CRISIL Ratings Limited for Series A1 PTCs
Servicer Fees	INR 50,000 (Rupees Fifty Thousand), plus applicable goods and services tax, to be paid to the Servicer in accordance with the Servicing Agreement and the Trust Deed
Series A1 Interest Rate	13 % (Thirteen Percent) per annum payable monthly on Payout Dates.
Face Value of Series A1 PTCs	Rs. 100,000 (Rupees One Lakh)
Series A1 Investor Payouts	means the amounts to be paid to the Series A1 Investors as per the Waterfall Mechanism, in the manner and on the relevant Payout Dates set out in Annexure II, wherein: (a) the Series A1 Interest is payable to the Series A1 Investor on each Payout Date until the Payout Date on which the Series A1 Principal is paid in full; (b) the Series A1 Principal is expected to be paid on each Payout Date and is due and payable on the Series A1 Final Maturity Date; (c) any shortfalls in the payment of the expected Series A1 Principal will be carried forward as payment in arrears and will be paid out on a future Payout Date as and when there are sufficient Total Collections to meet the shortfall, in accordance with the Waterfall Mechanism; (d) any Prepayment Proceeds shall be utilised for accelerated redemption of the Series A1 Principal; and

	(e) all Investor Payouts shall follow the priority of payments as set out in the Waterfall Mechanism.
Yield/Interest Type	Fixed
Default Interest Rate	means the aggregate of the prevailing Series A1 Interest Rate and 2% (two percent) per annum.
Aggregate Cashflows	As set out in **Annexure 2.**
Form of Credit Enhancement	The Credit Enhancement would comprise of: ➢ The Excess Interest Spread and subordinated facilities principal/over-collateral (internal credit enhancement); and ➢ Cash Collateral (external credit enhancement)
Utilisation of Credit Enhancement	(a) The Cash Collateral shall amount to 5% (six percent) of the principal outstanding under the Pool as of the Pool Cut Off Date. The Seller/Facility Provider will transfer the Cash Collateral, in the form and manner provided under the Assignment Agreement and the other Securitisation Documents, or in such other form and manner as may be acceptable to the Rating Agency and the Trustee. In addition to the Cash Collateral, internal credit enhancement by way of the EIS and the subordinated facilities principal/over-collateral in respect of the Facilities shall also be available to the Trust, and shall be utilized in accordance with the Waterfall Mechanism as part of the Total Collections on the Payout Dates. The Cash Collateral shall be drawn upon only to make payments towards Investor Payouts due to any shortfall/insufficiency of the Total Collections arising out of Defaults and/or Prepayments, in accordance with the Securitisation Directions. In this regard, it is confirmed that: (i) the Cash Collateral is fully provided at the initiation of the securitisation transaction contemplated under the Trust Deed and the other Transaction Documents; and (ii) the Trust Deed and the Assignment Agreement do not contain any provisions that would require the amount of the Cash Collateral provided to be increased during the life of the securitisation transaction contemplated under the Trust Deed and the other Transaction Documents. (b) When Cash Collateral is required to be utilised, the Trustee will: (i) call upon the Approved Bank in writing, not later than 4:00 p.m. on such day which is 1 (one) Business Day prior to the relevant Payout Date or the Maturity Date (as the case may be), to remit such amounts available under the Cash Collateral as are required to meet the shortfall into the Collection and Payment Account; and (ii) on receiving the above written instructions, the Approved Bank will forthwith make the credit of the amount instructed by the Trustee into the Collection and Payment Account. In the event such day is not a Business Day, then the Trustee will call upon the Approved Bank in writing, not later than 4:00 p.m. on such day which is 2 (two) Business Days prior to the relevant Payout Date or the Maturity Date, to remit such amounts

	available under the Cash Collateral as are required to meet the shortfall into the Collection and Payment Account. (c) On the Payin Date immediately preceding a Payout Date or the Maturity Date, if there is a shortfall in the Total Collections in meeting the Series A1 Interest due (including any Overdue Series A1 Interest) to be paid to the Series A1 Investors on the Payout Date in accordance with the Waterfall Mechanism, then the Trustee will follow the procedure set out in paragraph (b) above, wherein the amounts/proceeds of the utilisation of the Cash Collateral pursuant to paragraph (b) above shall be used to make payments to the Series A1 Investors. (d) On the Payin Date immediately preceding the Series A1 Final Maturity Date, if there is a shortfall in the amount required for the payment of the Series A1 Principal to the Series A1 Investors, then the Trustee will follow the procedure set out in paragraph (b) above. (e) The Cash Collateral provided by the Seller/Facility Provider will be drawn down to the extent of any losses (whether due to Prepayment and/or Default) in the Pool. The Cash Collateral will be replenished on each Payout Date from amounts lying in the Collection and Payment Account in the manner set out in Waterfall Mechanism. However, replenishments to the Cash Collateral will be made only to the extent that the Cash Collateral was drawn upon to meet prior shortfalls. (f) Any interest that may accrue on the Cash Collateral shall be to the credit of the Seller/Facility Provider and shall be remitted by the Approved Bank into such account of the Seller/Facility Provider as may be designated by it and in the manner set out in the Accounts Agreement. (g) All or part of the Cash Collateral may, at any time, be reset in accordance with the Securitisation Directions and with the consent of all the PTC Holders. Any reset of the Cash Collateral can take place only after at least 50% (fifty percent) of the aggregate principal amounts of the PTCs have been amortised and the credit enhancement thresholds are met, and thereafter, at such steps/thresholds and with such minimum period between resets of credit enhancements as are prescribed in the Securitisation Directions. (h) Original Cash Collateral percentage (as a % of the principal outstanding under the Pool as of the Pool Cut Off Date) will be maintained at the time of reset (i) Any unused Cash Collateral provided by the Seller/Facility Provider in relation to the Receivables together with applicable interest thereon may be remitted to the Seller/Facility Provider in accordance with the Securitisation Directions and the Securitisation Documents, subject to all amounts payable to the Investors under the Trust Deed having been paid. All costs and expenses for such transfer shall be borne by the Seller/Facility Provider. (j) Upon occurrence of any of the following events, 100% of EIS will be trapped and will be utilized towards accelerated prepayment of Series A1

	PTC principal till the time Series A1 PTCs are outstanding: i. 90+ DPD Principal Outstanding (%) in the pool exceeds 5% of the original Principal Outstanding under the pool as on cut-off date ii. The *collection efficiency of the pool falls below 85.0% in any of the collection months iii. The rating of the PTC instrument is downgraded by one or more notch iv. The Servicer defaults on any of its payment obligations pertaining to the proposed structure or from other lenders. (*Collection Efficiency above would be calculated on the basis of [(Current Month Collection from the pool + Overdue Collection from the pool) / Current Month Demand from the pool)
Liquidity Support	Not Applicable
Collection & Payout Account / CPA	The Collection & Payout Account / CPA refers to the current account maintained with the Collection Bank and operated solely by the Trustee. The Servicer shall deposit all collections from the Receivables in the CPA and the amounts available in the CPA shall be utilized by the Trustee for making the payments due in terms of the Waterfall Mechanism.
Payment Waterfall / Waterfall Mechanism	Till the time the Series A1 PTCs are outstanding, all collections (including the Excess Interest Spread) from the particular month shall be distributed in the following manner and all the collections including the cash collateral withdrawn, if any to meet the shortfall, shall be deposited in the subsequent month in C&P account: 1. Payment of all statutory and regulatory dues; 2. Payment of any fees and expenses incurred by the Trustee or any fees payable to service providers 3. Payment of overdue interest payments due to Series A1 PTCs; 4. Payment of scheduled interest payments to the Series A1 PTCs; 5. Payment of expected Series A1 Principal including any unpaid expected Series A1 Principal pertaining to earlier months, which is payable to the Series A1 PTC holder; 6. Any prepayments would be utilized for payment of Series A1 Principal; 7. Reinstatement of the cash collateral drawn in the earlier period, if any: 8. Payment to the Residual Beneficiary, provided that the Initial overcollateralization is maintained. Following payments of the Series A1 PTCs in full: 1. Payment of all statutory and regulatory dues; 2. Payment of any fees and expenses incurred by the Trustee or any fees payable to service providers; 3. Payment to the Residual Beneficiary

	Upon occurrence of any of the following events, 100% of EIS will be trapped and will be utilized towards accelerated prepayment of Series A1 PTC principal till the time Series A1 PTCs are outstanding: i. 90+ DPD Principal Outstanding (%) in the pool exceeds 5% of the original Principal Outstanding under the pool as on cut-off date ii. The *collection efficiency of the pool falls below 85.0% in any of the collection months iii. The rating of the PTC instrument is downgraded by one or more notch iv. The Servicer defaults on any of its payment obligations pertaining to the proposed structure or from other lenders. (*Collection Efficiency above would be calculated on the basis of [(Current Month Collection from the pool + Overdue Collection from the pool) / Current Month Demand from the pool)
Prepayments	means: (a) the early payment by any Obligor(s) of any principal instalments outstanding on any Facility Agreement(s) and balance interest thereon, where applicable (as per the provisions of such Facility Agreement(s)); (b) the early payment by any Obligor(s) of any amounts, including balance interest (if any) for the remaining period of any Facility(ies), where applicable (as per the provisions of such Facility Agreement(s)), and principal instalments outstanding under such Facility Agreement(s) pursuant to the termination of any Facility Agreement(s), whether voluntary or pursuant to any order(s) of any court or tribunal; or (c) the early payment of any amounts, including balance interest (if any) in respect of any Facility, pursuant to the foreclosure of any of such Facility, whether voluntary or pursuant to any order(s) of any court or tribunal.
Prepayment Proceeds	The amounts paid by any Obligor(s) on any Prepayment, including pursuant to any legal proceedings for the recovery of any amounts from any Obligor(s) under the relevant Underlying Document.
Clean-up Call Option	(a) Subject to Applicable Law, at any time after the residual value i.e., value of outstanding principal of the Facilities comprising the Pool, falls below the thresholds prescribed under the Securitisation Directions, the Seller will have the option to buy fully performing Facilities, exercisable by the Seller in its sole discretion ("**Clean Up Call Option**"), in accordance with the Securitisation Directions. This option may be exercised only if, at the time of exercise of the Clean Up Call Option by the Seller, the amount available under the Cash Collateral is greater than the principal balance of non-performing Facilities belonging to the Pool. (b) Upon exercise of the Clean Up Call Option by the Seller, the price payable by the Seller will be an amount arrived at on the basis of the net present value of the outstanding amounts of such fully performing Facilities as of the date of exercising the Clean Up Call Option. (c) It is clarified that pursuant to the Clean Up Call Option, the Seller only has

	an option (and not an obligation) to re-purchase the Receivables that are performing and that the Clean Up Call Option is to be exercised in accordance with the Securitisation Directions. The Clean Up Call Option is exercisable at its sole discretion at the thresholds prescribed under the Securitisation Directions, only if, at the time of exercise of the Clean Up Call Option, the amount available under the Cash Collateral is greater than the principal balance of non-performing Facilities belonging to the Pool. Therefore, the Clean Up Call Option is not structured to avoid allocating losses to credit enhancements or positions held by the Investors or structured to provide any credit enhancements.
Any class or tranche not being offered to public	The PTCs are privately placed and are not offered to the public.
Interest Payment Date	On the Payout Date as set out in **Annexure 2** hereto.
Principal Payment Date	On the Payout Date as set out in **Annexure 2** hereto.
Optional Redemption	Not Applicable
Possibility of extension or shortening of period of PTC	Upon the delay in payments by the Obligors, the tenor of the PTCs may be increased. Please also refer to the sub-section named "*Risk of prepayment in respect of the PTCs*" below.
Risk of prepayment in respect of the PTCs	Upon any prepayment by any Obligor and/or any foreclosure, the Prepayment Proceeds collected shall be paid to the Investors on the immediately succeeding Payout Date in accordance with the provisions of the Securitisation Documents. Therefore, the PTC may be prepaid on account of the any Prepayment and/or foreclosure of the Facilities.
First Payout Date	As set out in **Annexure 1.**
Last Payout Date/Maturity Date	As set out in **Annexure 1.**

2.4 PRINCIPAL TERMS OF THE SERIES A1 PTCS

Issue Opening Date	July 17, 2023
Issue Closing Date	July 17, 2023
Deemed Date of Allotment	July 17, 2023
First Payout Date	August 17,2023
Last Payout Date in relation to Series A1 PTCs	Expected Maturity date of Series A1 PTCs shall be December 17, 2024 Legal Final Maturity date of Series A1 PTCs shall be March 17, 2025
Legal Final Maturity in relation to Series A1 PTCs (in months)	March 17, 2025 (i.e. after 20.38 months from the Deemed Date of Allotment)
No. of Series A1 PTCs	2,000
Price Per Series A1 PTC	Rs. 100,000/- (Rupees One Lakh)
Minimum Subscription / Minimum Ticket Size for Series A1 PTC	Rs. 1,00,00,000 /- (Rupees One Crore) (i.e., Series A1 Investor (or transferee of a Series A1 Investor) has to acquire at least 100 number of PTCs and multiples of 100,000 thereafter

2.5 RATING

The Rating Agency has given a provisional rating of A- (SO) for Series A1 PTCs. However, this is an indicative rating and is contingent upon the receipt of final documents conforming to information already received in relation to the Certificates. The ratings are not a recommendation to subscribe to or purchase, hold or sell or redeem the Series A1 PTCs in as much as the ratings do not comment on its suitability to a particular Investor. There is no assurance either that the rating will remain at the same level for any given period of time or that the credit rating will not be lowered or withdrawn entirely by the Rating Agency. Also the Rating Agency will issue the final ratings after the compliance with the terms of the provisional rating.

2.6 APPLICATION FOR CERTIFICATES

The subscription period will open on July 17, 2023 and close on a date not later than July 17,2023. The investors have to submit applications (by submitting the duly filled up and signed form annexed hereto and marked as **Annexure 3**) and make payment of the subscription amounts by a cheque/ demand draft payable high value in Mumbai by RTGS such that the credit is received no later than 4.00 p.m. on or prior to the day of closure of issue. The Deemed Date of Allotment for the Certificates shall be July 17, 2023 ("**Deemed Date of Allotment**").

CHAPTER 3: THE TRANSACTION STRUCTURE

3.1 TRANSACTION STRUCTURE

(a) Keertana Finserv Private Limited is the Originator/Seller/Servicer of the Assigned Assets.

(b) The Originator shall assign and sell the Receivables to a Special Purpose Vehicle (SPV), which is a Trust, namely "Vista SME 06 2023" settled by Mitcon Credentia Trusteeship Services Limited under the Trust Deed for acquiring the Assigned Assets as property of the Trust in trust for and for the benefit of the Investors.

(c) The Trust will purchase the Assigned Assets from the Originator, by using the monies received from the Investors as advances for issuing the PTCs, and upon acquisition of the Assigned Assets issue the Series A1 PTCs to the Series A1 Investors.

(d) To meet the minimum retention requirement ("**MRR**") stipulated by the Reserve Bank of India ("**RBI**"), in relation to the Assigned Assets being sold, the Seller shall provide:

(i) The Cash Collateral of Rs. 1,11,92,083 /- (Rupees One Crore Eleven Lakh Ninety Two Thousand and Eighty Three) which constitutes 5% (five percent) of the principal portion of the Receivables;

(ii) the subordinated facilities principal/over-collateral to the extent of 10.65% (ten decimal six five percent) of the principal portion of the Receivables.

(e) The Seller shall maintain the MRR as a percentage of the unamortised principal on an ongoing basis.

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

(g) The Series A1 PTCs have been given a provisional rating of A- (SO) by the Rating Agency. The provisional ratings shall be confirmed by the Rating Agency after the compliance with all the terms for the issue of the provisional ratings.

(h) Mitcon Credentia Trusteeship Services Limited acting as the Trustee shall monitor the overall transaction on behalf of the beneficiaries of the Trust (being the investors in the PTCs) and shall be responsible for performing various actions to protect their interests.

(i) The Trustee will open and operate the Collection and Payout Account (**CPA**). The Cash Collateral which has been made available in the form of fixed deposits, will be lien marked in favour of the Trustee.

(j) The Cash Collateral shall be available to the Trust for the benefit of the Investors at all times until the final scheduled Investor Payout is made to the Investors.

(k) The Seller shall be responsible for bearing all initial costs in relation to the securitisation transaction, including but not limited to the fees of the Trustee, the Rating Agency, the Collection Bank, the stamp duty payable on the Transaction Documents, the fees of the legal counsel and the fees of any auditors appointed for inspecting the pool of Loans.

(l) The Credit Enhancement for the PTCs, will comprise of the Excess Interest Spread and Cash Collateral, which Cash Collateral shall be provided by the Originator in such manner and to such extent as is required to ensure that the provisional rating of the Series A1 PTCs is confirmed by the Rating Agency.

(m) The Seller will be appointed as the Servicer in relation to the Assigned Assets. The Servicer shall collect the Receivables from the Obligors, and deposit all the collections realised therefrom into the CPA as per the terms of the Transaction Documents. The Servicer shall prepare the Monitoring Reports in relation to the collections and the outstanding dues, and make the same available to the Trustee at least 2 (Two) days prior to each Payout Date

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

(o) The Investor Payouts for the PTCs has been detailed in **Annexure 2.**

(p) The Seller will have the Clean Up Call Option.

(q) After all the Investor Payouts are made to the Investors, the balance amounts lying in the CPA as well as the outstanding Receivables and all right title and interest in relation thereto shall belong to the Seller.

3.2 RECEIVABLES

Receivables means the aggregate of all amounts payable by the Obligors to the Seller from the Commencement Date, including all principal amounts, interest (both accrued and unpaid interest as at the Commencement Date and all future interest), additional interest, overdue charges, liquidated damages, penalties/premium received on prepayment and/or foreclosure, penal charges, Prepayment Proceeds, all amounts due and payable in respect of the Facilities including on account of delayed payments, any penal charges, any costs, charges, expenses, fees collected by the Seller and any other amounts stipulated in the Facility Agreements and/or the Underlying Documents.

3.3 INSTRUMENTS ON OFFER

Series A1 PTCS issued by Vista SME 06 2023:

The Series A1 PTCs having a rating of A-(SO) by the Rating Agency.

Each Senior A1 PTC represents a proportionate undivided beneficial interest in the Assigned Assets as specified in this Information Memorandum and will be issued pursuant to the various Securitisation Documents entered into by and between different parties to this transaction of securitisation. The Series A1 PTCs do not represent an interest or obligation of the Trustee, the Originator/ Seller (other than to the limited extent of the Credit Enhancement provided by the Seller), the Servicer or any of their respective affiliates nor are the Series A1 PTCs or the underlying Receivables insured or guaranteed by the Trustee, the Originator/ Seller (other than to the limited extent of the Credit Enhancement provided by the Seller) the Servicer or any of their respective affiliates.

3.4 PAYIN DATES AND PAYOUT DATES

If:

(a) a Payin Date does not fall on a Business Day then the Total Collections from the previous Collection Period shall be credited/deposited into the Collection and Payment Account on the preceding Business Day; or

(b) a Payout Date or the Maturity Date does not fall on a Business Day, then the Investor Payouts will be made on the preceding Business Day.

Such preceding Business Day will be considered the relevant Payin Date, the relevant Payout Date or the Maturity Date, as the case may be, for the purposes of the Trust Deed and the other Securitisation Documents.

3.5 PAYMENT OF INTEREST

The Series A1 PTCs shall carry a rate interest of 13% (thirteen percent) per annum payable monthly on the Payout Dates as specified in **Annexure 2.**

Series A1 Interest means the interest payable to the Series A1 Investors at the Series A1 Interest Rate, calculated as the product of outstanding Series A1 Principal, the Series A1 Interest Rate and the actual number of days between 2 (two) consecutive Payout Dates divided by 365 (three hundred and sixty five) days, and due and payable on the Payout Dates.

3.6 PREPAYMENT AMOUNTS

Please refer the definitions of "Prepayments" and "Prepayment Proceeds" in Chapter 1 above and Section 2.3 above.

3.7 CREDIT ENHANCEMENT

Please refer Section 2.3 above.

3.8 IMPORTANT STRUCTURAL TRIGGERS

In the event of any Prepayments/Defaults and the expected cash flows from the Pool, and/or any change in the Effective Date pursuant to the terms of the Securitisation Documents , the cash flow

schedules set out in the Trust Deed and the other Securitisation Documents will be updated by the Trustee (acting on the instructions of the Investors holding Majority Interest) in accordance with the Trust Deed and the other Securitisation Documents, wherein the Trustee shall (acting on the instructions of the Investors holding Majority Interest) prescribe a new schedule of payment of the Investor Payouts on all subsequent Payout Dates and/or a new schedule of expected cash flows from the Receivables comprising the Pool, each adjusted for the impact of (i) Prepayments/Defaults and the expected cash flows from the Pool, and/or (ii) any change in the Effective Date pursuant to the terms of the Securitisation Documents.

3.9 MATERIAL CONTRACTS

The Originator has entered into the Facility Agreements with the Obligors under the terms of which the Facilities have been advanced by the Originator to the Obligors.

3.10 NO RECOURSE

(a) Subject to terms and provisions of the Securitisation Documents, the Parties hereby agree and confirm that in respect of the Assigned Assets, the Trustee will not have any recourse against the Seller on account of any reason whatsoever.

(b) Further, it is expressly agreed that the Seller shall not be required to make good any losses suffered by the Trustee, on behalf of the Trust, and/or the Beneficiaries due to the non-receipt of the Receivables except to the extent of the Credit Enhancement provided by it.

(c) Any re-scheduling, restructuring or re-negotiation of the terms of the Underlying Documents after the transfer of the Receivables to the Trustee will be done only with the consent of the Trustee and shall be binding on the Trust and not on the Seller.

(d) Subject to sub-Paragraph (e), if any representation or warranty set forth in the Assignment Agreement by the Seller is found to be incorrect and which materially and adversely affects the interests of the Trustee in the Assigned Assets and if such misrepresentation has not been rectified by the Seller within 30 (thirty) days after a notice for rectification with respect thereto has been given to the Seller by the Trustee, the Seller will, at the option of the Trustee acting as per the instructions of the Investors holding Majority Interest, either:

(i) substitute the Receivables in respect of which there is a misrepresentation with any other receivables, which, in the opinion of the Trustee, are similar to the substituted Receivables as to the principal amount, maturity, interest and frequency of payments. PROVIDED THAT any substitution of receivables pursuant to this sub-Paragraph (a) shall be done with the prior approval of the Rating Agency; or

(ii) repurchase the Receivables in respect of which there is a misrepresentation by credit to the Collection and Payment Account of an amount equal to the principal amount of such Receivables.

However, if the Seller is unable to substitute the Receivables with receivables as contemplated above, it may instead elect to repurchase such Receivables in the manner set out in this sub-paragraph.

(f) The Seller's obligation under sub-Paragraph (d) above is subject to the breach of representation and warranty being exercised no later than 120 (one hundred and twenty) days from the Effective Date and any subsequent assignment will be deemed to be on the same terms and conditions as applicable to the original assignment under the Securitisation Documents. It is also agreed and acknowledged

that this is an additional remedy and other remedies as set out in the Assignment Agreement and Applicable Law (subject to the Securitisation Directions) continue to be available to the Trustee until all the Investor Payouts have been made in full to the Investors.

(g) Without prejudice to paragraphs (e) and (f) above, if any representation or warranty set forth in the Assignment Agreement by the Seller is found to be incorrect or misleading or is breached and if such misrepresentation/breach, to the extent capable of rectification/remedy in the opinion of the Trustee (acting on the instructions of the Investors holding Majority Interest), has not been rectified/remedied by the Seller within 30 (thirty) days after a notice for rectification/claim in respect thereof has been given to the Seller by the Trustee, the Seller will, if so required by the Trust, pay damages for such misrepresentation, subject to compliance with the requirements prescribed in the Securitisation Directions. The Seller will notify and keep notified the Department of Supervision of the Reserve Bank of India of any payment of damages pursuant to this paragraph (f).

(h) The Trustee acknowledges that save as set out in this section 3.10, the Seller is not under any obligation to re-purchase or fund the re-payment of the Assigned Assets (or any part thereof) or, substitute or provide additional Assigned Assets to the Trust. It is hereby clarified that other remedies as set out in the Assignment Agreement continue to be available to the Trustee (irrespective of the terms of the Assignment Agreement) till all the Investor Payouts have been made in full to the Investors.

3.11 CASH FLOW APPROPRIATION AND DISTRIBUTION

(a) **Collection of Instalment**

The Trustee shall open the CPA with the Collection Bank. The Originator shall instruct the Servicer upfront to remit all collections on the pools pertaining to the CPA.

(b) **Investor Payouts determination**

All amounts constituting the Receivables, including any advance payments and Prepayment Proceeds, collected by the Servicer in a single Collection Period will be credited/deposited into the Collection and Payment Account at least 1 (one) Business Day prior to the Payout Date following such Collection Period.

The Trustee will determine the adequacy of the funds contained in the Collection and Payment Account, 1 (one) Business Day prior to each Payout Date, to make the Investor Payouts to the Investors in the manner provided herein and in the Accounts Agreement. In the event that the funds in the Collection and Payment Account are inadequate or insufficient to make the Investor Payouts to the Investors, the Trustee will utilise the Cash Collateral to make good such shortfall, in the manner provided in the Trust Deed, and in the Accounts Agreement.

3.12 WATERFALL MECHANISM

Please refer section 2.3 above

3.13 METHOD OF PAYMENT

All payments by the Trustee to the Investors shall be made by a RTGS/NEFT/Funds Transfer and payable in Mumbai.

3.14 WITHHOLDING TAXES

(a) On deduction of tax at source ("**TDS**") from the payment of the Receivables made by the Obligors to the Seller, the Seller will, in consideration for subsequently availing of the benefit of the TDS credit, make payment of the amount of TDS into the Collection and Payment Account which will be used for distribution to the Investors. Such payment will be made by the Seller during the Collection Period preceding each Payout Date.

(b) Only against actual deduction of TDS by the Obligors on payments collected by the Seller would the Seller be required to make payment of the amount of TDS. The Seller has no obligation to make any such payment if the Obligors default in making payments or make payment without TDS.

3.15 AUDIT

The Auditor shall facilitate any audit of the Receivables constituting the Pool to verify, *inter alia*, whether these exist, whether these meet with the eligibility criteria mentioned in Section 5.1 and whether these are supported by adequate and appropriate documentation.

3.16 REPRESENTATIONS AND WARRANTIES

The Seller hereby makes the following representations and warranties:

(a) It (i) is duly organised and validly existing under Applicable Law and it is duly qualified and authorised to do and carry on its business, (ii) has obtained all corporate and other Authorisations required for the execution, delivery and performance by it of the Assignment Agreement and the assignment and transfer of the Assigned Assets. All Authorisations referred above are valid and effective and have not been amended, modified, replaced or substituted by any other Authorisation, and (iii) is a non-banking financial company registered with RBI and is eligible to undertake the transactions contemplated herein and is duly qualified and authorised to do and carry on its business;

(b) the Securitisation Documents has been duly and validly executed and delivered by the Seller and constitutes a legal and binding obligation of the Seller enforceable against the Seller in accordance with its terms;

(c) the execution, delivery and performance by the Seller of the Assignment Agreement, the assignment and transfer of the Assigned Assets on the terms contained herein, and the acts and transactions contemplated hereby do not and will not, with or without the giving of notice and/or lapse of time, violate, conflict with, require any Authorisation under or result in a breach of or default under:

(i) any Applicable Law (including the Securitisation Directions);

(ii) any order, judgment, decree or award of any court, tribunal, quasi-judicial body or any Competent Authority, in any jurisdiction, which applies to or is binding on the Seller, or which has the effect of making unlawful, or otherwise prohibiting the transactions contemplated in terms of the Assignment Agreement or in terms of the issue documents or any aspect thereof;

(iii) any term, condition, covenant, undertaking, agreement or other instrument to which the Seller is a party or which is binding on the Seller; or

(iv) its Constitutional Documents;

(d) it is the full and absolute legal and beneficial owner of the Assigned Assets and has a clear and marketable title thereto free and clear from any and all encumbrances, set-off, counterclaims, impediments, charges or claims. The Seller has not created any Security Interest of any nature whatsoever whether by way of sale, transfer, assignment or otherwise in or upon any of the Assigned Assets;

(e) it has full and absolute right to sell, transfer and assign all and any of the Assigned Assets to the Trustee without any impediment, restriction, limitation of any nature whatsoever, and the assignment and transfer of the Assigned Assets in accordance with the terms herein is valid, effective and enforceable;

(f) the securitisation of the Facilities in accordance with the Securitisation Documents does not contravene the rights of the Obligors;

(g) (to the extent applicable) all required consents from the Obligors, if so required under the Underlying Documents, have been obtained;

(h) no Facility comprising the Pool is encumbered, hypothecated, charged or secured in favour of any other bank or financial institution, and, where, to the extent applicable, any Facility comprising the Pool was, prior to the Pool Cut Off Date, the subject matter of any prior encumbrance, hypothecation, charge or security in favour of any other bank or financial institution, such encumbrance, hypothecation, charge or security has been released prior to the Pool Cut Off Date;

(i) each Underlying Document is genuine and has been duly executed in compliance with all Applicable Law. Each Underlying Document is legally valid and binding and enforceable against the parties thereto in accordance with the terms thereof except to the extent such enforcement is limited by the operation of law and the Underlying Documents enable the sale, transfer, assignment, conveyance, release of the Seller's rights, title and interest thereunder and none of the Underlying Documents restrict, limit or otherwise prevent it from transferring, assigning or otherwise disposing of, whether absolutely, contingently or otherwise, any of its rights, title or interest thereunder;

(j) there are no legal, quasi-legal, administrative, arbitration, mediation, conciliation or other proceedings, claims, actions, governmental investigations, orders, judgments or decrees of any nature made, existing, threatened, anticipated or pending in respect of the Receivables including any counterclaims or claims by the Obligors or any Competent Authority which may prejudicially affect the due performance or enforceability of the Assignment Agreement or any obligation, act, omission or transaction contemplated hereunder or thereunder;

(k) it is in a position to observe, comply with and perform all its obligations to be observed, complied with and/or performed by it hereunder;

(l) all information set out in the Assignment Agreement and all information furnished by the Seller to the Trustee (acting on behalf of the Trust) and the Rating Agency is true and correct and is not misleading whether by reason of omission to state a material fact or otherwise;

(m) it is aware and acknowledges that the Trustee has entered into the Securitisation Documents and the Trustee has agreed to purchase the Assigned Assets on the basis of and relying upon the representations, warranties, statements, covenants, agreements and undertakings on the part of the Seller contained in the Securitsation Documents, and that the Trustee would not have done so in the absence of such representations, warranties, statements, covenants, agreements and undertakings by the Seller;

(n) the signatory(ies) to all the legal documentation on behalf of the Seller has/have been duly empowered and authorised to execute such documentation and to perform all the obligations in accordance with the terms set out herein;

(o) all the required amounts of stamp duty and all other dues, duties, taxes, imposts and charges payable in respect of each of the Underlying Documents and the delivery thereunder and all documents connected therewith have been paid and each of them is thus legally binding and enforceable against the parties thereto in accordance with the terms thereof;

(p) all the Underlying Documents have been executed by the Seller in the ordinary course of its business and each Facility granted under a Facility Agreement conforms to the credit criteria adopted by the Seller in the ordinary course of business at the time of its sanction, subject to its own management discretion or judgement to override or deviate therefrom, where the Seller considered appropriate. Further, the Underlying Documents have a fixed repayment schedule and the cash flows (as stated in the Trust Deed) are based on such repayment schedule;

(q) there is only 1 (one) set of original Underlying Documents in the possession of the Seller and these will be handed over to the Trustee as and when instructed;

(r) no Obligor was delinquent under any Underlying Documents and there are no arrears or Defaults in payment or other defaults or anticipated defaults by the Obligors under any of the Underlying Documents;

(s) all Facilities comprising the Pool are homogenous in nature, having a maximum tenure of 60 (sixty) months, and a monthly repayment frequency, and are compliant with the minimum holding period requirements prescribed under the Securitisation Directions and are eligible for securitisation under Part A of Chapter II of the Securitisation Directions;

(t) no Obligor is entitled to and/or will not be entitled to any right of set-off, counterclaim, deduction, recoupment, recovery, recourse or revision under the Facility Agreement(s) and the Underlying Documents. The Seller has not done or omitted to do anything which enables any of its debtors to exercise the right of set-off in relation to the Assigned Assets;

(u) each Facility comprising the Pool has been fully disbursed and has been originated by the Seller;

(v) the Facilities comprising the Pool have not been previously assigned or hypothecated to any person/financial institution;

(w) the transactions contemplated under the Transaction Documents comply with Applicable Law (including the Securitisation Directions);

(x) each Facility which comprises the Pool is in conformity with the eligibility criteria set out in Schedule I;

(y) the minimum retention requirement for the Pool is 5% (five percent) (as determined in accordance with the Securitisation Directions);

(z) the Seller has provided credit enhancement in the form of Cash Collateral (comprising 5% (five percent) of the principal outstanding under the Pool as of the Pool Cut Off Date) and by way of subordinated facilities principal/over-collateral (comprising 10.65% (ten decimal six five percent) of the principal outstanding under the Pool as of the Pool Cut Off Date);

(aa) the Receivables are transferred at a price arrived at on arm's length basis and solely on commercial/market considerations;

(bb) the terms and conditions contained in the respective Underlying Documents correctly reflect the entire agreement between the parties thereto and there are no other oral or written agreements or representations in connections therewith;

(cc) the Underlying Documents do not prohibit the Seller from assigning the Assigned Assets;

(dd) the Underlying Documents enable the sale, transfer, assignment, conveyance, release of the Seller's rights, title and interest thereunder and none of the Underlying Documents restrict, limit or otherwise prevent it from transferring, assigning or otherwise disposing of, whether absolutely, contingently or otherwise, any of its rights, title or interest thereunder;

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

(ff) no Underlying Document to which the Seller is a party has been terminated;

(gg) no legal, quasi-legal, administrative, arbitration, mediation, conciliation or other proceedings have been initiated by the Seller in relation to the Receivables, or against any Obligor;

(hh) the Seller has provided Prospective Investors (as defined in the Trust Deed) access to all materially relevant data on the credit quality and performance of the individual underlying exposures, cash flows and collateral supporting the securitisation exposures underlying the PTCs, as well as such information that is necessary to conduct comprehensive and well-informed stress tests on the cash flows and collateral values supporting the underlying exposures;

(ii) other than for the limited purposes of the Credit Enhancement provided in accordance with the Securitisation Directions, the Seller is not required to support the losses of the Trust and is not liable to meet the recurring expenses of the Trust;

(jj) the Seller does not maintain direct or indirect control over the Receivables, as (i) pursuant to the Clean Up Call Option to be exercised in accordance with the Securitisation Directions, the Seller only has an option (and not an obligation) to re-purchase the Receivables; and (ii) the Seller is providing certain servicing obligations pursuant to the Servicing Agreement in accordance with the Securitisation Directions;

(kk) the Seller cannot repurchase the Receivables other than pursuant to the Clean Up Call Option to be exercised in accordance with the Securitisation Directions; and

(ll) with respect to the Credit Enhancement, the Seller confirms that:

(i) the Cash Collateral is fully provided at the initiation of the securitisation transaction contemplated under the Trust Deed and the other Transaction Documents; and

(ii) the Trust Deed and the Securitisation do not contain any provisions that would require the amount of the Cash Collateral provided to be increased during the life of the securitisation transaction contemplated under the Trust Deed and the other Transaction Documents.

3.17 EFFECT OF DELINQUENCIES

For the instrument under consideration, since pool specific Credit Enhancement is available for shortfalls in collection caused on account of delinquency, the returns on the PTCs will be affected only if the delinquencies are higher than the Credit Enhancement provided. The historical delinquencies for contracts originated by the Originator suggest that the Credit Enhancement available will be more than sufficient to cover the shortfall caused on account of the delinquencies. There is, however, no assurance that the actual delinquencies of the contracts under consideration will conform to the historical rates.

3.18 MONTHLY REPORTS TO INVESTORS

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

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

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

(iii) collections from Obligors towards Overdues;

(iv) advance payments made by Obligors;

(v) aging analysis of Overdues;

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

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

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

(ix) utilisation (and reimbursement/replenishment) of the Credit Enhancement, if any; and

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

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

3.19 SEMI ANNUAL REPORTS

The Servicer shall as on the Deemed Date of Allotment and every 6 (Six) months thereafter submit a report to the Trustee in the format required under the Securitisation Directions (specifically Annex 2 of the Securitisation Directions, which format has been reproduced in **Annexure 5** herein).

3.20 DISCLOSURES PURSUANT TO THE SECURITISATION DIRECTIONS

(a) **Other disclosures and confirmations**

The following disclosures and confirmations are made/provided pursuant to:

(i) **Clause 18 of the Securitisation Directions**: There have been no changes in the underwriting standards between the date of origination of the Facilities comprising the Pool until the date of this Information Memorandum. If the underwriting standards change between the date of origination of the Facilities comprising the Pool and till all the claims associated with PTCs are paid-off, the Seller will disclose to the Investors and the Trustee, the timing and purpose of such changes.

(ii) **Clause 21 of the Securitisation Directions**: It is declared that:

(A) the cash flow schedules set out in the Trust Deed and the other Securitisation Documents have been prepared on the basis of expected cash flow projections assuming that there are no Defaults or Prepayments; and

(B) in the event of any Prepayments or Defaults, the cash flow schedules set out in the Trust Deed and the other Securitisation Documents will be updated by the Trustee in accordance with the Trust Deed and the other Securitisation Documents, wherein the Trustee shall (acting on the instructions of the Investors holding Majority Interest) prescribe a new schedule of payment of the Investor Payouts on all subsequent Investor Payout Dates and/or a new schedule of expected cash flows from the Receivables comprising the Pool, each adjusted for the impact of Prepayments/Defaults and the expected cash flows from the Pool.

(iii) **Clause 22 of the Securitisation Directions**: The legal and financial risk factors are set out in Section 8 of this Information Memorandum.

(iv) **Clause 24 of the Securitisation Directions**: In the event the actions of any of the counterparties or institutional intermediaries associated with the transactions contemplated under the Securitisation Documents (including without limitation, the Seller, the Trustee and/or the Trust, the Servicer, and the providers of any credit enhancement), result in, at any point, a material alteration of the risk profile of the PTCs, the Seller shall ensure that adequate details about such occurrence are provided to the PTC Holders, the Rating Agency and any other service providers, promptly, and in no case later than within 14 (fourteen) calendar days of occurrence.

(v) **Clause 30(g) of the Securitisation Directions**: The PTCs issued by the Trust are not insured and the PTCs do not represent deposit liabilities of the Seller, the Servicer or the Trustee.

(vi) **Chapter III of the Securitisation Directions**: The securitisation transaction entered into/to be entered into pursuant to this Information Memorandum and the other Securitisation Documents is not a simple, transparent and comparable (STC) transaction for the purposes of the Securitisation Directions.

(vii) **Clause 45(a) of the Securitisation Directions**: The PTCs are credit enhanced by way of the Cash Collateral provided/to be provided by the Seller pursuant to the Accounts Agreement and the other Securitisation Documents. Please refer to Section 3.7 above for the nature, purpose, extent of the Cash Collateral and all required standards of performance.

(viii) **Clause 61 of the Securitisation Directions**: The Seller is is in compliance with the minimum holding period and the minimum retention requirements prescribed in the Securitisation Directions.

(ix) **Clause 63 of the Securitisation Directions**: The Seller has complied with the applicable provisions of the Reserve Bank of India (Know Your Customer (KYC)) Directions, 2016.

(x) **Clause 112 of the Securitisation Directions**: The Seller hereby confirms and declares as follows:

(A) weighted average holding period of the Facilities comprising the Pool is 10.39 (ten decimal three nine) months. Where the original tenure of the Facilities comprising the Pool is less than 24 (twenty four) months, the minimum holding period in respect of each of the Facilities comprising the Pool has been calculated as 3 (three) months from the date of first repayment, and where the original tenure of the Facilities comprising the Pool is more than 24 (twenty four) months, the minimum holding period in respect of each of the Facilities comprising the Pool has been calculated as 6 (six) months from the date of first repayment; and

(B) the minimum retention requirements applicable to the Facilities comprising the Pool is 5% (five percent) of the book value of the Facilities being securitised (as prescribed in paragraph 12 of the Securitisation Directions) and the MRR is being maintained by way of the Credit Enhancement.

(xi) **Clause 114 and Clause 115 of the Securitisation Directions**: On September 30 and March 31 of each calendar year, it shall provide such disclosures and confirmations that may be required in the format prescribed in the Securitisation Directions (including Annex 2 of the Securitisation Directions) confirming that it is in compliance with the minimum holding period and the minimum retention requirements prescribed in the Securitisation Directions.

(xii) **Clause 116 and Clause 117 of the Securitisation Directions**: The Seller will make the disclosures with respect to notes to accounts in the format set out in Annex 3 of the Securitisation Directions.

(xiii) **Clause 118 of the Securitisation Directions**: (if applicable) The Seller will submit the details of the securitisation transaction undertaken, including the details of the PTCs issued by the Trust to the RBI on a quarterly basis in the format prescribed by the RBI.

(xiv) Please find annexed hereto and numbered as **Annexure 5**, the format in which Keertana Finserv Private Limited shall set out the disclosures required under Annex 2 of the Securitisation Directions.

3.21 LISTING ON THE STOCK EXCHANGE

The Trustee shall comply with the Securitisation Listing Framework and all other applicable SEBI regulations and other applicable laws that are applicable to issuance of the Series A1 PTCs and listing of the Series A1 PTCs, on the WDM Segment of BSE and further ensure that save and except for any consents and approvals required to be obtained from BSE for the listing of the Series A1 PTCs, all consents, approvals and resolutions required to issue or list the Series A1 PTCs are in place prior to the issuance of the Series A1 PTCs. The Trustee shall seek listing of the Series A1 PTCs on one or more stock exchanges, after due compliance with all the requirements of such stock exchange/s within a maximum period of 4 (four) working days from the Deemed Date of Allotment.

All the upfront costs and expenses incurred towards listing of the Series A1 PTCs shall be borne by the Seller and all ongoing costs and expenses incurred for having the Series A1 PTCs continued to be listed shall be borne from the property of the Trust.

The Trustee shall ensure that the Series A1 PTCs are listed on the WDM Segment of BSE in terms of the Trust Deed within a maximum period of 4 (four) working days from the Deemed Date of Allotment.

3.22 CLEAN UP CALL

Please refer section 2.3 above

3.23 TRUST DEED TO PREVAIL

In the event of any inconsistency between the provisions as set out in this Information Memorandum and the Trust Deed or any other Securitisation Document, the provisions as set out in the Trust Deed or other Securitisation Documents shall prevail.

CHAPTER 4: APPLICATION / ALLOTMENT PROCEDURE

4.1 WHO CAN APPLY

An application for the Series A1 PTCs may be made only by the person to whom this Information Memorandum has been sent by the Issuer. Neither any application nor this Information Memorandum is transferable by the party who receives the same. In order to subscribe to these Certificates or to purchase them in the secondary market, a prospective investor must qualify under any of the following categories: Companies and Bodies Corporate / Banks / Financial Institutions / Mutual Funds / Insurance Companies.

4.2 OFFER PROGRAM

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

Issue Opening Date	July 17, 2023
Issue Closing Date	July 17, 2023
Deemed Date of Allotment	July 17,2023

4.3 SUBMISSION OF APPLICATIONS

(a) Investors are required to subscribe by submitting a completed Application Form, in the format as annexed to this Memorandum, along with the subscription amounts for the PTCs applied for.

(b) All applications for the PTCs must be in the prescribed application forms and must be completed in BLOCK LETTERS in English. Application forms, duly completed, must be delivered together with the cheque / demand draft payable high value at least on the Issue Closing Date no later than 4 p.m. on that date at the offices of the Trustee. The investors must make such payment by RTGS such that the credit is received no later than 4 p.m. on the Issue Closing Date.

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

(i) Memorandum and Articles of Association / Trust Deed / Byelaws / other documents of constitution, as the case may be of the investing entity;

(ii) Resolution of the appropriate authority of the investing entity, authorising the investment;

(iii) Names and specimen signatures of authorised signatories;

(iv) Power of attorney where applicable (Modifications / additions should be notified to the Registrar and Transfer Agent); and

(v) Tax exemption certificate for non-deduction of tax at source if exemption is sought.

4.4 TERMS OF PAYMENT

(a) The full amount due should be paid along with the completed application at least on the Issue Closing Date. All such investors, who are desirous of making payment through RTGS, would have to remit the subscription amount by way of RTGS transfer such that the credit is received no later than 4.00 p.m. at Mumbai on the Issue Closing Date.

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

(i) Beneficiary Name : [__]

(ii) Account No. : [__]

(iii) Bank Details : [__]

(iv) Branch : [__]

(v) IFSC Code : [__]

(c) If required, the prospective investors may be requested by the Trustee to directly make payment of the subscription amounts to the Seller and the same shall be deemed to be a payment of the Purchase Consideration by the Trust to the Seller for acquiring the Assigned Assets.

4.5 FICTITIOUS APPLICATIONS

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

4.6 DEEMED DATE OF ALLOTMENT

The Deemed Date of Allotment would be July 17, 2023.

4.7 BASIS OF ALLOTMENT

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

4.8 ALLOTMENT ADVICES / PASS THROUGH CERTIFICATES

For successful applicants, an Allotment Advice will be issued within 7 (Seven) Business Days of the Deemed Date of Allotment. Subsequently the PTCs shall be issued in dematerialised form within a period of 15 (Fifteen) Business Days from the Deemed Date of Allotment. The Allotment Advice is not negotiable.

4.9 CERTIFICATE REGISTER & TRANSFER OF CERTIFICATES

The Registrar and Transfer Agent shall maintain a register of certificates issued and transfers registered from time to time. The Certificates will be transferable in dematerialised form in accordance with applicable laws.

4.10 ISSUE PROCEEDS / SUBSCRIPTION AMOUNTS

The amounts raised from the Investors shall be paid into the Collection and Payment Account. The issue proceeds would subsequently be transferred to the Seller towards payment of Purchase Consideration for the Assigned Assets.

4.11 MINIMUM SUBSCRIPTION

There is no minimum subscription and the entire PTCs have to be subscribed to for this Issue to be closed. In the event that the Issue is not fully subscribed to before the Issue Closing Date, all application monies shall be returned as set out below.

4.12 REJECTION OF THE LISTING OF PTCS

The Trustee hereby undertakes that in the event any stock exchange to which an application for listing is made under sub-section (2) of Section 17A of the Securities Contracts (Regulation) Act, 1956 rejects listing permission or the Series A1 PTCs are not listed on any recognized stock exchange within a period of 4 (four) working days from the Issue Closing Date, the Issuer and, if necessary, its directors or Trustee, shall refund application moneys forthwith in terms of sub-section (3) thereof by crediting the subscription amounts to the respective bank accounts of the prospective investors.

4.13 REFUND OF SUBSCRIPTION MONIES

The Trustee confirms that in the event the Assignment Agreement is not executed for any reason whatsoever, post the deposit of the subscription monies, the Trustee shall refund such subscription monies to the respective Investors to the extent of their entitlement, within 3 (three) Business Days and in the event of delay beyond 8 (eight) days from closure of the offer in making such refund, the SPV and its directors or Trustee shall be liable jointly and severally to repay the application moneys together with interest at 15% (fifteen percent) per annum.

CHAPTER 5: SUMMARY TERM SHEET UNDER THE SECURITISATION LISTING FRAMEWORK

Issuer	Vista SME 06 2023
Originator / Seller	Keertana Finserv Private Limited
Trustee	Mitcon Credentia Trusteeship Services Limited
Trust Property	means the Initial Contribution, all other contributions received by the Trustee including contributions received from the Investors towards subscription amounts for the PTCs, the Assigned Assets and all amounts deposited with the Trust on realisation of the Assigned Assets from time to time in accordance with the Securitisation Documents, the Underlying Documents and the Cash Collateral.
Initial Contribution to set up the Trust	Rs. 1000/- (Rupees One Thousand)
Transaction Size	Rs. 20,00,00,000 /- (Rupees Twenty Crore)
Pool Principal as on Cut-Off Date	Rs. 22,38,41,657 /- (Rupees Twenty Two Crore Thirty Lakh Forty One Thousand Six Hundred and Fifty Seven) as on Cut-Off Date
Pool Cut-off Date	June 19, 2023
Effective Date	July 17, 2023
Record Date/Determination Date	means the date for determination of the registered Investors with the Registrar and Transfer Agent, being the day that occurs 7 (seven) days prior to each Payout Date.
Payout Dates	As set out in **Annexure 2**
Transaction Structure	As set out under Paragraph 3.1
Receivables	means the aggregate of all amounts payable by the Obligors to the Seller from the Commencement Date, including all principal amounts, interest (both accrued and unpaid interest as at the Commencement Date and all future interest), additional interest, overdue charges, liquidated damages, penalties/premium received on prepayment and/or foreclosure, penal charges, Prepayment Proceeds, all amounts due and payable in respect of the Facilities including on account of delayed payments, any penal charges, any costs, charges, expenses, fees collected by the Seller and any other amounts stipulated in the Facility Agreements and/or the Underlying Documents.
Disclosures on key pool features and composition	As per the Pool Selection Criteria set out in the rating rationale issued by the Rating Agency, annexed hereto as **Annexure 4** and more particularly set out in Paragraph 6.1 below.
Collection Period	means each period between a collections start date and the corresponding collections end date as set out in Annexure 2.
Servicer	Keertana Finserv Private Limited
Servicer Fee	means the servicing fee of INR 50,000 (Indian Rupees Fifty Thousand), plus applicable goods and services tax, to be paid to the Servicer in accordance with the Servicing Agreement and the Trust Deed.
Legal Counsel	Phoenix Legal
Credit Enhancement for the Transaction	The Credit Enhancement would comprise of: ➢ The Excess Interest Spread and subordinated facilities principal/over-collateral (internal credit enhancement); and ➢ Cash Collateral (external credit enhancement) The requirements and the thresholds in relation to the Credit Enhancement are set out in the rating rationale issued by the Rating Agency, annexed hereto as Annexure 4.
Utilisation process and conditions for utilisation of credit enhancement	a. The Cash Collateral shall amount to 5% (six percent) of the principal outstanding under the Pool as of the Pool Cut Off Date. The Seller/Facility Provider will transfer the Cash Collateral, in the form and manner provided under the Assignment Agreement and the other Securitisation Documents, or

	in such other form and manner as may be acceptable to the Rating Agency and the Trustee. In addition to the Cash Collateral, internal credit enhancement by way of the EIS and the subordinated facilities principal/over-collateral in respect of the Facilities shall also be available to the Trust, and shall be utilized in accordance with the Waterfall Mechanism as part of the Total Collections on the Payout Dates. The Cash Collateral shall be drawn upon only to make payments towards Investor Payouts due to any shortfall/insufficiency of the Total Collections arising out of Defaults and/or Prepayments, in accordance with the Securitisation Directions. In this regard, it is confirmed that: i. the Cash Collateral is fully provided at the initiation of the securitisation transaction contemplated under the Trust Deed and the other Transaction Documents; and ii. the Trust Deed and the Assignment Agreement do not contain any provisions that would require the amount of the Cash Collateral provided to be increased during the life of the securitisation transaction contemplated under the Trust Deed and the other Transaction Documents. b. When Cash Collateral is required to be utilised, the Trustee will: i. call upon the Approved Bank in writing, not later than 4:00 p.m. on such day which is 1 (one) Business Day prior to the relevant Payout Date or the Maturity Date (as the case may be), to remit such amounts available under the Cash Collateral as are required to meet the shortfall into the Collection and Payment Account; and ii. on receiving the above written instructions, the Approved Bank will forthwith make the credit of the amount instructed by the Trustee into the Collection and Payment Account. iii. In the event such day is not a Business Day, then the Trustee will call upon the Approved Bank in writing, not later than 4:00 p.m. on such day which is 2 (two) Business Days prior to the relevant Payout Date or the Maturity Date, to remit such amounts available under the Cash Collateral as are required to meet the shortfall into the Collection and Payment Account. c. On the Payin Date immediately preceding a Payout Date or the Maturity Date, if there is a shortfall in the Total Collections in meeting the Series A1 Interest due (including any Overdue Series A1 Interest) to be paid to the Series A1 Investors on the Payout Date in accordance with the Waterfall Mechanism, then the Trustee will follow the procedure set out in paragraph (b) above, wherein the amounts/proceeds of the utilisation of the Cash Collateral pursuant to paragraph (b) above shall be used to make payments to the Series A1 Investors. d. On the Payin Date immediately preceding the Series A1 Final Maturity Date, if there is a shortfall in the amount required for the payment of the Series A1 Principal to the Series A1 Investors, then the Trustee will follow the procedure set out in paragraph (b) above. e. The Cash Collateral provided by the Seller/Facility Provider will be drawn

	down to the extent of any losses (whether due to Prepayment and/or Default) in the Pool. The Cash Collateral will be replenished on each Payout Date from amounts lying in the Collection and Payment Account in the manner set out in Waterfall Mechanism. However, replenishments to the Cash Collateral will be made only to the extent that the Cash Collateral was drawn upon to meet prior shortfalls. f. Any interest that may accrue on the Cash Collateral shall be to the credit of the Seller/Facility Provider and shall be remitted by the Approved Bank into such account of the Seller/Facility Provider as may be designated by it and in the manner set out in the Accounts Agreement. g. All or part of the Cash Collateral may, at any time, be reset in accordance with the Securitisation Directions and with the consent of all the PTC Holders. Any reset of the Cash Collateral can take place only after at least 50% (fifty percent) of the aggregate principal amounts of the PTCs have been amortised and the credit enhancement thresholds are met, and thereafter, at such steps/thresholds and with such minimum period between resets of credit enhancements as are prescribed in the Securitisation Directions. h. Original Cash Collateral percentage (as a % of the principal outstanding under the Pool as of the Pool Cut Off Date) will be maintained at the time of reset i. Any unused Cash Collateral provided by the Seller/Facility Provider in relation to the Receivables together with applicable interest thereon may be remitted to the Seller/Facility Provider in accordance with the Securitisation Directions and the Securitisation Documents, subject to all amounts payable to the Investors under the Trust Deed having been paid. All costs and expenses for such transfer shall be borne by the Seller/Facility Provider. j. Upon occurrence of any of the following events, 100% of EIS will be trapped and will be utilized towards accelerated prepayment of Series A1 PTC principal till the time Series A1 PTCs are outstanding: i. 90+ DPD Principal Outstanding (%) in the pool exceeds 5% of the original Principal Outstanding under the pool as on cut-off date ii. The *collection efficiency of the pool falls below 85.0% in any of the collection months iii. The rating of the PTC instrument is downgraded by one or more notch iv. The Servicer defaults on any of its payment obligations pertaining to the proposed structure or from other lenders. v. (*Collection Efficiency above would be calculated on the basis of [(Current Month Collection from the pool + Overdue Collection from the pool) / Current Month Demand from the pool)
Reset of Credit Enhancement Facility	All or part of the Cash Collateral may, at any time, be reset in accordance with the Securitisation Directions and with the consent of all the PTC Holders. Any reset of the Cash Collateral can take place only after at least 50% (fifty percent) of the aggregate principal amounts of the PTCs have been amortised and the credit enhancement thresholds are met, and thereafter, at such steps/thresholds and

	with such minimum period between resets of credit enhancements as are prescribed in the Securitisation Directions.
Name of the Collection Bank	ICICI Bank Ltd., acting through its branch at Nariman Point, Mumbai
Swap	NA
Refund / top up of Credit Enhancement	Please refer the Cash Collateral will be re-imbursed/replenished in the manner set out in the Waterfall Mechanism
Clean-Up Call Option	(a) Subject to Applicable Law, at any time after the residual value i.e., value of outstanding principal of the Facilities comprising the Pool, falls below the thresholds prescribed under the Securitisation Directions, the Seller will have the option to buy fully performing Facilities, exercisable by the Seller in its sole discretion ("**Clean Up Call Option**"), in accordance with the Securitisation Directions. This option may be exercised only if, at the time of exercise of the Clean Up Call Option by the Seller, the amount available under the Cash Collateral is greater than the principal balance of non-performing Facilities belonging to the Pool. (b) Upon exercise of the Clean Up Call Option by the Seller, the price payable by the Seller will be an amount arrived at on the basis of the net present value of the outstanding amounts of such fully performing Facilities as of the date of exercising the Clean Up Call Option. The Clean Up Call Option shall be conducted at arm's length basis, on market terms and conditions and shall be exercised by the Seller after its normal credit approval and review processes. (c) It is clarified that pursuant to the Clean Up Call Option, the Seller only has an option (and not an obligation) to re-purchase the Receivables that are performing and that the Clean Up Call Option is to be exercised in accordance with the Securitisation Directions. The Clean Up Call Option is exercisable at its sole discretion at the thresholds prescribed under the Securitisation Directions, only if, at the time of exercise of the Clean Up Call Option, the amount available under the Cash Collateral is greater than the principal balance of non-performing Facilities belonging to the Pool. Therefore, the Clean Up Call Option is not structured to avoid allocating losses to credit enhancements or positions held by the Investors or structured to provide any credit enhancements.
Details of Listing	**Timing for Listing** (a) The Trustee will procure listing of the PTCs on one or more stock exchanges after due compliance with all prescriptions as laid down by the respective regulatory mechanism and/or Competent Authority no later than the time period prescribed under the Securitisation Listing Framework. (b) If the PTCs are not listed in accordance with and within the time period prescribed under the Securitisation Listing Framework, penal interest calculated on the outstanding principal amounts of the PTCs at the rate of 1% (one percent) per annum over the prevailing Series A1 Interest Rate, shall be payable from the date of allotment of the PTCs until the date of listing of the PTCs.

	Conditions of remaining listed The Trustee shall ensure and procure that the PTCs are in compliance with and remain listed in accordance with the Securitisation Listing Framework until the Maturity Date. **Consequence of de-listing** In the event the PTCs are delisted by the respective stock exchange for any reason whatsoever prior to the Maturity Date, the Trustee shall ensure that the PTCs are re-listed within 2 (two) Business Days from the date of such delisting.
Rating Agency	CRISIL Ratings Limited
Series of securitised debt instruments	Series A1 PTCs
Day Count Convention	Actual/ 365
	Series A1 PTC
Seniority	Senior
Face Value of each PTC	Rs. 100,000/- (Rupees One Lakh)
Initial Rating	A-(SO)
Senior Tranche Final Maturity Date	March 17, 2025
Senior Tranche Expected Maturity Date	December 17, 2024
Expected Yield	13% (thirteen percent) per annum payable monthly
Payment Schedule	As set out in **Annexure 2** hereto.
Expected Payment Schedule	Please refer Section 2.3 read with **Annexure 2** hereto.
Promised Payment Schedule	Please refer Section 2.3 read with **Annexure 2** hereto.
First Payout Date	August 17, 2023
Portfolio Audit	All the necessary documents for a sample audit would be available to the independent auditor for KYC verification and the costs would be borne by the Seller.
Eligibility Criteria for the Receivables	As set out in the rating rationale issued by the Rating Agency, annexed hereto as **Annexure 4** and as set out in Paragraph 6.1 below.
Minimum Holding Period	Where the original tenure of the Facilities comprising the Pool is less than 24 (twenty four) months, the minimum holding period in respect of each of the Facilities comprising the Pool has been calculated as 3 (three) months from the date of first repayment, and where the original tenure of the Facilities comprising the Pool is more than 24 (twenty four) months, the minimum holding period in respect of each of the Facilities comprising the Pool has been calculated as 6 (six) months from the date of first repayment.

Minimum Retention Requirement	The minimum retention requirements applicable to the Facilities comprising the Pool is 5% (five percent) of the book value of the Facilities being securitised (as prescribed in Clause 12 of the Securitisation Directions) and the MRR is being maintained by way of the Credit Enhancement. In addition to the above, subordinated facilities principal/over-collateralisation comprising 10.65% (ten decimal six five percent) of the principal outstanding under the Pool as of the Pool Cut Off Date is also available to the Trust.
Details of Transaction Documents	For the purposes of the securitisation transaction contemplated under this IM, the following documents shall be considered to be material and may be inspected during the normal business hours at the registered offices of the Trustee during the offer period: (a) Trust Deed (b) Assignment Agreement (c) Servicing Agreement (d) Accounts Agreement (e) Power of attorney
Applicable Law and Jurisdiction	The Certificates are governed by and will be construed in accordance with the laws of India and the courts and tribunals in Mumbai, India have exclusive jurisdiction to settle any dispute which may arise out of or in connection with the Securitisation Documents.
Waterfall Mechanism	Till the time the Series A1 PTCs are outstanding, all collections (including the Excess Interest Spread) from the particular month shall be distributed in the following manner and all the collections including the cash collateral withdrawn, if any to meet the shortfall, shall be deposited in the subsequent month in C&P account: 1. Payment of all statutory and regulatory dues; 2. Payment of any fees and expenses incurred by the Trustee or any fees payable to service providers 3. Payment of overdue interest payments due to Series A1 PTCs; 4. Payment of scheduled interest payments to the Series A1 PTCs; 5. Payment of expected Series A1 Principal including any unpaid expected Series A1 Principal pertaining to earlier months, which is payable to the Series A1 PTC holder; 6. Any prepayments would be utilized for payment of Series A1 Principal; 7. Reinstatement of the cash collateral drawn in the earlier period, if any: 8. Payment to the Residual Beneficiary, provided that the Initial overcollateralization is maintained. Following payments of the Series A1 PTCs in full: 1. Payment of all statutory and regulatory dues; 2. Payment of any fees and expenses incurred by the Trustee or any fees payable to service providers; 3. Payment to the Residual Beneficiary Upon occurrence of any of the following events, 100% of EIS will be trapped and will be utilized towards accelerated prepayment of Series A1 PTC principal till the time Series A1 PTCs are outstanding: 1. 90+ DPD Principal Outstanding (%) in the pool exceeds 5% of the original Principal Outstanding under the pool as on cut-off date

	2. The *collection efficiency of the pool falls below 85.0% in any of the collection months 3. The rating of the PTC instrument is downgraded by one or more notch 4. The Servicer defaults on any of its payment obligations pertaining to the proposed structure or from other lenders. (*Collection Efficiency above would be calculated on the basis of [(Current Month Collection from the pool + Overdue Collection from the pool) / Current Month Demand from the pool)

CHAPTER 6: THE RECEIVABLES

6.1 POOL SELECTION CRITERIA

A. The Pool has been selected on the basis of the criteria specified below, as on the Pool Cut Off Date:

1. Minimum Holding Period (MHP) of the pool should meet the criteria and the PTCs will meet other applicable requirements set under the RBI Directions;

2. A Minimum seasoning of 4 months for the contracts comprising the pool

3. Minimum residual tenor of 13 months for the pool contracts

4. Underlying loans exist at the time of Pool selection and have not been terminated or prepaid or restructured or rescheduled or classified as NPA

5. All pool contracts should have been fully disbursed by the Anchor;

6. Pool contracts with Nil DPDs as on pool cut-off date

7. New to Credit & Credit Bureau score of 650 & above for underlying loan borrowers, provided that exposure of no New to Credit borrower should be more than INR 1,25,000, and exposure of no borrower having a score of 650-674 should be more than INR 1,50,000

8. Assignor has not initiated legal or repossession against any of the Obligors of the underlying assets

6.2 POOL CHARACTERISTICS

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

Please also refer below:

Pool Principal (in Rs. Cr)	22,38,41,657
Pool Cashflows (in Rs. Cr)	27,81,18,624
Number of Loans	2481
District Wise Concentration (Top 3) %	47.09%
Branch wise Concentration (Top 5) %	33.33%
Top State Concentration%	85.82%
Wt. Avg. Original Tenor (months)	23.86
Wt. Avg. Seasoning (months)	6.17
Wt. Avg. Balance Tenure (months)	17.69
Wt. Avg. IRR (in %)	29.07

A. State wise Pool Cuts

State Wise	Principal O/s	Interest O/s	Cashflows O/s	Principal O/s (%)
Andhra Pradesh	19,21,01,034	4,62,59,480	23,83,60,514	85.82%
Karnataka	2,02,18,572	51,40,419	2,53,58,991	9.03%
Pondicherry	67,22,397	17,14,443	84,36,840	3.00%
Tamil Nadu	47,99,655	11,62,625	59,62,280	2.14%
Grand Total	**22,38,41,657**	**5,42,76,967**	**27,81,18,624**	**100.00%**

B. District wise Pool Cuts

District Wise	Principal O/s	Interest O/s	Cashflows O/s	Principal O/s (%)
Chittoor	4,26,86,016	1,03,17,529	5,30,03,545	19.07%
East Godavari	3,28,43,105	77,71,602	4,06,14,706	14.67%
Kakinada	2,98,81,835	71,30,195	3,70,12,030	13.35%
Sri Sathya Sai	2,03,83,224	48,99,952	2,52,83,176	9.11%
Anakapalle	1,13,68,918	26,68,006	1,40,36,925	5.08%
Tumkur	1,10,20,603	26,91,278	1,37,11,882	4.92%
Annamayya	1,07,99,999	25,29,870	1,33,29,869	4.82%

Bapatla	1,03,56,663	26,78,040	1,30,34,702	4.63%
Anantapur	96,14,465	23,37,846	1,19,52,310	4.30%
Kolar	91,97,968	24,49,141	1,16,47,109	4.11%
Dr. B.R. Ambedkar Konaseema	73,43,809	17,56,791	91,00,600	3.28%
Guntur	67,67,016	17,48,934	85,15,950	3.02%
Yanam	67,22,397	17,14,443	84,36,840	3.00%
West Godavari	58,29,183	13,41,467	71,70,650	2.60%
Palnadu	39,96,126	10,14,924	50,11,050	1.79%
Vellore	30,75,277	7,62,245	38,37,522	1.37%
Tiruvannamalai	17,24,378	4,00,380	21,24,758	0.77%
Prakasam	2,30,676	64,324	2,95,000	0.10%
Grand Total	**22,38,41,657**	**5,42,76,967**	**27,81,18,624**	**100.00%**

C. Concentration of Top- 20 Branches in the Pool

Branch wise	Principal O/s	Interest O/s	Cashflows O/s	Principal O/s (%)
Hindupur_MSME	2,03,83,224	4899951.55	25283175.7	9.11%
Samarlakota_MSME	1,57,75,135	3769800.5	19544935.03	7.05%
Punganur_MSME	1,38,91,521	3192714.85	17084236.17	6.21%
Chittoor_MSME	1,31,06,319	3242481.42	16348799.99	5.86%
Palamaner_MSME	1,14,60,445	2817314.21	14277758.96	5.12%
Madanapalle_MSME	1,07,99,999	2529870.34	13329869.06	4.82%
Rajanagaram_MSME	99,15,730	2328764.39	12244493.89	4.43%
Rajahmundry_MSME	98,21,897	2303254.72	12125151.62	4.39%
Anantapur_MSME	96,14,465	2337845.77	11952310.36	4.30%
Narsipatnam_MSME	85,40,641	1945733.75	10486374.55	3.82%
Annavaram_MSME	76,72,663	1806487.2	9479150.1	3.43%
Bangarpet_MSME	73,22,119	1939389.93	9261509.08	3.27%
Gokavaram_MSME	69,42,032	1659540.67	8601572.2	3.10%
Yanam_MSME	67,22,397	1714442.72	8436839.57	3.00%
Tuni_MSME	64,34,038	1553907.49	7987945.13	2.87%
Amalapuram_MSME	64,23,920	1511330.37	7935249.98	2.87%
Nidadavolu_MSME	61,63,447	1480041.8	7643488.77	2.75%
Palakollu_MSME	56,45,424	1290225.96	6935650	2.52%
Madhugiri_MSME	55,82,861	1418598.47	7001459.09	2.49%
Pavagada_MSME	54,37,743	1272679.72	6710422.57	2.43%

D. Seasoning Wise Pool Cuts

Seasoning	Principal O/s	Interest O/s	Cashflows O/s	Principal O/s (%)
4	4,14,50,771	1,14,48,534	5,28,99,305	18.52%

5	5,48,25,822	1,38,69,717	6,86,95,539	24.49%
6	3,94,99,819	97,11,626	4,92,11,446	17.65%
7	3,71,07,423	86,11,698	4,57,19,121	16.58%
8	2,74,20,700	59,87,093	3,34,07,793	12.25%
9	1,27,73,305	26,15,139	1,53,88,444	5.71%
10	89,20,635	17,05,455	1,06,26,090	3.99%
11	18,43,183	3,27,704	21,70,887	0.82%
Grand Total	**22,38,41,657**	**5,42,76,967**	**27,81,18,624**	**100.00%**

E. Balance Tenure wise Pool Cuts

Balance /Residual Tenure	Principal O/s	Interest O/s	Cashflows O/s	Principal O/s (%)
13	63,90,162	11,36,075	75,26,237	2.85%
14	96,44,487	18,44,003	1,14,88,490	4.31%
15	1,27,73,305	26,15,139	1,53,88,444	5.71%
16	2,74,20,700	59,87,093	3,34,07,793	12.25%
17	3,71,07,423	86,11,698	4,57,19,121	16.58%
18	3,94,99,819	97,11,626	4,92,11,446	17.65%
19	5,02,78,842	1,30,61,346	6,33,40,189	22.46%
20	4,07,26,919	1,13,09,986	5,20,36,905	18.19%
Grand Total	**22,38,41,657**	**5,42,76,967**	**27,81,18,624**	**100.00%**

CHAPTER 7: PARTIES TO THE TRANSACTION AND RESPECTIVE ROLES

(gathered from publicly available information)

7.1 PROFILE OF THE SELLER / ORIGINATOR / SERVICER

Keertana Finserv Private Limited (formerly known as Rajshree Tracom Private Limited) was incorporated as a Private Limited company in 1996. It got NBFC license in 2001 from Reserve Bank of India and remained as a Closely held Company for twenty years and the lending activity was restricted to few select corporate clients. Ms. Reddy and family took over the company from the original promoter group lead by Mr. Varun Mundhra along with other shareholders who had no intention of continuing NBFC business. Post acquisition of 100% shares in Mar 22, INR 112 Cr equity was infused in April and INR 215 Cr portfolio was transferred from Spandana Mutual benefit Trust and SRUDO on 4th April and new loans disbursed since 4th April are booked on Keertana Finserv's balance sheet.

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

Parameter	Remarks
Demonstrate Strong Capitalization & PE backing	As on 31st March 2023, the Net worth of the Company was INR 174.29 Cr. The promoters infused INR 40.8 Cr in two tranches in Sep 22 (INR 10.8Cr) and Nov 22 (INR 30Cr). As of Mar,'23, CAR is 26.36% considering the entire asset as 100% risk weighted though 80% is secured and the leverage is 2.98 times.
Collection efficiency **> 85% as of Mar'22**	The company had collection efficiency of 99.9% from Apr'22 to Apr'23. Except 12 loans received from SRUDO and were disbursed in 2019, all other loans have EMI paid on time.
Maintain High Cash Balance & Liquidity Support	As on Mar'23, the company had a cash balance of INR 43.25 Cr and have close to 30 lenders who provide liquidity support.
ALM: **Positive across all buckets**	Yes.
Rating Outlook***: No negative outlook or downgrade***	Keertana has been rated by CRISIL at BBB / Stable and ICRA at BBB- / Stable.
Demonstrate Business Potential	The company has disbursed INR 1,550.60 Cr in FY 22-23. And has disbursed about INR 160.92 Cr in April'23.
AUM Position-***No significant de-growth***	AUM has grown from Nil as on Apr'22 to INR 609.16 in Mar'23 and further to INR 660.07 in Apr'23.
Portfolio Quality: ***No significant deterioration***	Portfolio quality has been excellent and intact with 99.9% collection efficiency.

(i) **Inception & Formation**

- The Company was incorporated on 14th Feb 1996. It got licence from RBI bearing No. B.05.03970 on 19th Jan 2001

- Current promoters acquired the company on 31st March 2022 and infused INR 112Cr equity on 4th April 2022 and acquired around INR 200Cr worth of Gold Loan Business from Spandana Mutual Benefit Trust and 15Cr MSME business from Spandana Rural and Urban development Organisation.
- INR 10.8Cr was infused in Sep'22 by promoters and another INR 30 Cr by Ms Reddy in Nov'22.
- As of April 23, total no of Branches stood at 242, out of which no. of operating branches stood at 199.

(ii) **Ownership and Shareholding Pattern (As of 30th April 23)**

SN	Name of Shareholder	Type of shareholding	No. of shares	% of Shareholding
1	Vijaya Sivarami Reddy Vendidandi	Individual capacity	4,87,69,743	75.83%
2	Padmaja Gangireddy	Individual capacity	1,24,47,123	19.35%
3	Revan Saahith Reddy Vendidandi	Individual capacity	23,73,085	3.69%
4	Other Individuals (employees)	Individual capacity	7,68,637	1.13%
		Total	**6,43,11,288**	**100.00%**

(iii) **External Credit Rating**

ICRA rated Keertana Finserv Pvt Limited on 26th August 2022, BBB- (stable) and CRISIL rated on 08th September 2022, BBB (stable)

(iv) **BORROWING PROFILE OF THE COMPANY: As on April 30, 2023: (Amount in Rs. Cr.)**

Name of the FI/Lender	Type of Loan	Amt. Sanctioned	Amt. Availed	Amt. O/s	Rate of Interest	Security cover
Incred	Term Loan	15.00	15.00	8.32	14.25%	110%
Ambit Finvest	Term Loan	5.00	5.00	0.90	14.25%	110%
Usha Financial (Tranch-1)	Term Loan	10.00	5.00	0.89	14.90%	110%
Usha Financial (Tranch-2)	Term Loan	10.00	5.00	2.59	14.90%	110%
Vivriti Capital	Term Loan	15.00	15.00	2.50	14.25%	125%
Capri Global	Term Loan	10.00	10.00	6.25	14.80%	110%
Grow Money (E-clear)	Term Loan	5.00	5.00	2.11	15.00%	120%
Aditya Birla Finance Ltd	Term Loan	40.00	40.00	-	10.10%	100%
IDFC Bank	Term Loan	40.00	40.00	28.75	13.00%	110%
Hinduja Leyland Finance	Term Loan	10.00	10.00	6.55	13.00%	110%
Western Capital	Term Loan	5.00	5.00	3.13	14.75%	110%
Electronica Financial Ltd	Term Loan	5.00	5.00	3.18	14.00%	110%
SMC Finance	Term Loan	10.00	10.00	7.37	14.75%	115%
Sundaram Finance	Term Loan	10.00	10.00	4.33	14.00%	118%
Oxyzo Financial Services Pvt Ltd	Term Loan	20.00	20.00	13.33	14.00%	110%
Kotak Mahindra Bank Ltd	Term Loan	19.90	19.90	8.33	12.00%	120%
MAS Financial Ltd TR-1	Term Loan	15.00	15.00	9.17	13.50%	110%
Profectus Capital (new loan)	Term Loan	10.00	10.00	6.00	14.00%	110%
ESAF SFB	Term Loan	20.00	20.00	16.21	13.50%	110%
MAS Financial Ltd Tr-2	Term Loan	15.00	15.00	10.83	13.50%	110%
Usha Financial (TR-3)	Term Loan	10.00	5.00	3.54	14.50%	110%
Grow Money (E-clear) (2nd Loan)	Term Loan	10.00	10.00	6.87	15.00%	110%
Usha Financial -(TR-4)	Term Loan	10.00	5.00	3.84	14.50%	110%
Credit Saison	Term Loan	15.00	15.00	11.25	13.75%	110%
IndusInd Bank	Term Loan	25.00	25.00	21.59	13.00%	110%
Ambit Finvest Pvt Ltd	Term Loan	7.00	7.00	5.94	14.50%	110%
Suryodaya	Term Loan	10.00	10.00	7.62	13.50%	110%

Hinduja Leyland Finance TR 2	Term Loan	6.50	6.50	5.51	14.00%	110%
Western Capital -TR 2	Term Loan	10.00	10.00	8.75	14.80%	110%
Yes Bank TR 2	WCDL	15.00	15.00	15.00	13.25%	120%
MAS Financial Ltd-TR 3	Term Loan	15.00	15.00	12.50	13.80%	110%
IKF Finance	Term Loan	20.00	20.00	19.17	14.95%	110%
Oxyzo Financial services Pvt ltd(TL-2)	Term Loan	20.00	20.00	18.89	14.50%	110%
Sundaram Finance	Term Loan	10.00	10.00	8.41	14.25%	118%
Chola	Term Loan	7.50	7.50	7.12	14.00%	110%
Mas Financial Tr 4	Term Loan	15.00	15.00	14.17	13.80%	110%
Maanaveeya	Term Loan	25.00	25.00	24.31	14.75%	110%
Kissandhan	Term Loan	10.00	10.00	9.64	14.25%	100%
Kotak Mahindra Bank Ltd TL-2	Term Loan	20.00	20.00	18.33	13.00%	120%
Capri Global TL-2	Term Loan	25.00	15.00	15.00	15.00%	110%
SMC Finance TL-2	Term Loan	10.00	7.25	7.25	14.80%	110%
IDFC Bank TL-2	Term Loan	30.00	30.00	30.00	13.00%	110%
Incred TL-2	Term Loan	5.75	5.75	5.75	14.75%	110%
Klay Finvest	Term Loan	10.00	10.00	9.58	14.00%	110%
Incred Credit Opportunities Fund - NCD	NCD's	25.00	25.00	24.17	14.90%	110%
SRUDO	Unsecured Loan	100.00	67.68	67.68	13.00%	-
Total				**522.61**		

(v) **Details of Board of Directors**

S. No	Name	Designation	Qualifications
1	Raghu Venkata Harish	Director	Raghu Venkata Harish is the Co-founder, CEO and MD of SaGgraha Management Services Private Limited. SaGgraha is a Bottom of the Pyramid financial services provider with a mission to contribute to the country's financial inclusion effort. Harish has 25 years of experience in Agri, Rural, Banking and Financial services. In his previous role, he has worked as the COO of Future Financial Services Ltd, Trident Microfinance, CPO at Spandana. During his long career, he was with Fullerton Rural, ICICI bank, and Madras Fertilizers in various business centric roles. He has experience handling Sales, Operations, Channel management, Branch banking, Sales, HR, Media and PR, Marketing. He holds a Bachelor's degree in (B.Sc.) Agriculture, PGDBM and EGMP from IIM – Bangalore.
2	Vara Prasad Chaganti	Director	Vara Prasad is the Promoter and Director of STrace Agri Business Solutions Pvt Ltd. STrace is an end-to-end agri value chain player that works with Farmers at one end to promote responsible agriculture and for consumers at the other end, in promoting residue conscious healthy food products. Prior to promoting STrace, Vara Prasad worked in IndusInd Bank for 10 years, and last served as Vice President, his earlier stints include close to three years in Royal Bank of Scotland and nine months in ICICI Bank and 3 years in BASIX

			(Micro Finance Institution). In IndusInd Bank, he was overseeing business correspondent and wholesale lending to Micro Finance Institutions.
3	Ms. Padmaja Gangireddy	MD & CEO	Padmaja is the Promoter, Founder and Director of Spandana. She has an overall experience of 24 years in the 'social development' and 'microfinance' industry. She founded 'Spandana' in 1998 and promoted the Company in 2003. Under her able leadership, the company has witnessed immense growth and scaled new heights. She holds a master's degree in business administration and has pursued trainings on Microfinance from Naropa University, Durham University Business School and Harvard Business School.
4	Mr. Vijaya Siva Rami Reddy	Director	Mr. Reddy was part of the founding team of Spandana Sphoorty Financial Limited, the second largest microfinance institution in India. He has been associated with Spandana since its inception and played a crucial role in setting up the operations of the company in its initial stages. He was in-fact the branch manager of Spandana's very first branch in Guntur town of Andhra Pradesh. He later served as a Regional Manager and was involved in various operational roles over the years. Mr. Reddy has always been an investor in Spandana since its inception in 2003 and continues to be an investor. Mr. Reddy holds a Master's Degree in English Literature. Before working with Spandana, Mr. Reddy has worked as a lecturer and assumed administrative roles with educational institutions for close to 10 years. Mr. Reddy has actively been involved in the real estate industry for the last 5 years and currently invests most of his time into real estate business.
5	Mr. Mahesh S. Payannavar	Director	Mr. Mahesh is a senior Banker with diverse experience in the field of banking and financial services sector at leadership roles. He was a Business Head at IDFC First Bank with primary focus on Corporate NBFC loans, securitization, risk management, compliance and structuring transactions. He has multi decade experience at senior positions in Private Equity Funding, Treasury, Fixed Income, Capital Markets and Corporate Finance. He is a strategic thinker with analytical bend and has proven track record of building profitable businesses.

(vi) **Organisational Structure**

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

The company is offering following products to its customers

Product	Ticket Size (in Rs.)	Rate of Interest per annum	Tenure in Months	POS as on (Apr'23) In Rs. Cr.	%
Gold Loans	1,000 - 1,00,0000	11.5% to 23%	3-12	384.30	63.09%
Group Loans	20,000 - 60,000	26%	12-24	131.89	21.65%
MSME - Business Loans	50,000 - 2,00,000	29%	12-24	59.95	9.84%
MSME - LAP Loans	2,00,000- 30,00,000	22% to 24%	30-96	31.53	5.18%
Consumer Loans	50,000 - 2,00,000	24% - 29%	___	1.49	0.24%
			Total	**609.16**	**100%**

(i) **Operations**

Operating Plan	Mar-20 Actual	Mar-21 Actual	Mar-22 Actual	Mar-23 Actual	Apr-23 Actual	Mar-24 Projected
Branches (Operating and Non-Operating)	1	1	117	234	242	326
Operating Branches	1	1	68	185	199	300
Branches Added	-	-	67	10	9	140
Headcount	8	9	365	1,038	1,123	1,600
Disbursement (INR Crores/year)	14.57	4.72	367.25	1,325.35	160.92	2,723.84
AUM (Look Book, year-end, INR crores)	9.4	11.35	* 203.86	609.16	660.07	1,500.64

(ii) **CRAR & Leverage**

Period	CRAR (%)	Leverage (TOL/Owned Funds)
Mar'21	123.3%	0.8
Mar'22	140.0%	0.7
Mar'23	26.36%	2.98
Apr'23	25.03%	3.02

(iii) **Portfolio Quality**

Particulars	2020-21	2021-22	2022-23	Apr-23
Net worth in INR crores	2.50	2.70	174.29	177.67
GNPA in INR crores	0.18	0.02	0.04	0.04
Provisions in INR crores	-	-	0.04	0.04
NNPA in INR crores	0.18	0.02	-	-
GNPA %	8.82%	1.22%	0.01%	0.01%
NNPA %	8.82%	1.22%	0.00%	0.00%
GNPA as a % of net worth	7.20%	0.85%	0.02%	0.02%
NNPA as a % of net worth	7.20%	0.85%	0.00%	0.00%
PAR 90 (%)	0.65%	0.00%	0.01%	0.01%

NPA Recognition Days	90	90	90	90

(c) **Financial Information concerning the Originator's business**

Balance Sheet as on end of FY 2022 – 2023

KEERTANA FINSERV PRIVATE LIMITED
(FORMERLY KNOWN AS: RAJSHREE TRACOM PRIVATE LIMITED)
CIN:U65100WB1996PTC077252

Balance Sheet as at March 31, 2023 (₹ in Lakhs)

Particulars	Notes	As at 31.03.2023	As at 31.03.2022
EQUITY AND LIABILITIES			
Shareholders' funds			
Share capital	2.1	6,431.13	124.76
Reserves and surplus	2.2	10,998.20	149.06
		17,429.33	**273.82**
Non-current liabilities			
Long term borrowings	2.3	16,540.02	-
Deferred tax Liabilities (net)	2.10	-	0.01
Long term provisions	2.4	0.02	-
		16,540.04	**0.01**
Current liabilities			
Short-term borrowings	2.5	34,190.37	-
Trade Payables			
total outstanding dues of micro enterprises and small enterprises; and	2.6	-	-
total outstanding dues of creditors other than micro enterprises and small enterprises		62.29	0.13
Other current liabilities	2.7	575.86	-
Short term provisions	2.8	577.96	1.25
		35,406.48	**1.38**
TOTAL		**69,375.85**	**275.21**
ASSETS			
Non-current assets			
Property, plant and equipment and intangible assets			
(i) Property, plant and equipment	2.9	1,661.80	0.03
Deferred tax assets (net)	2.10	4.10	
Long term loans and advances	2.11	12,425.10	-
Other Non-current assets	2.12	204.53	-
		14,295.53	**0.03**
Current assets			
Cash and bank balances	2.13	4,325.54	86.83
Short-term loans and advances	2.14	48,599.79	188.36
Other current assets	2.15	2,154.99	-
		55,080.32	**275.19**
TOTAL		**69,375.85**	**275.22**

Significant Accounting Policies 1
Notes to accounts form an integral part of financial statements 2.1 to 2.43
As per our report of even date

For M. Anandam & Co.,
Chartered Accountants
Firm's registration No. 000125S

M. V. Ranganath
Partner
Membership No. 028031
Place : Hyderabad
Date: 08-05-2023
UDIN: 23028031BGVWJC9071

For Keertana Finserv Private Limited

Padmaja Gangireddy
Managing Director
DIN: 00004842
Place : Hyderabad
Date: 08-05-2023

Vara Prasad Chaganti
Director
DIN: 09425725
Place : Hyderabad
Date: 08-05-2023

Siddharth Mehta
Company Secretary
PAN:CIFPM6022F
Place : Hyderabad
Date: 08-05-2023

Statement of P&L for FY 2022 – 2023

KEERTANA FINSERV PRIVATE LIMITED
(FORMERLY KNOWN AS: RAJSHREE TRACOM PRIVATE LIMITED)
CIN:U65100WB1996PTC077252

Statement of Profit and Loss for the year ended March 31, 2023 (₹ in Lakhs)

Particulars	Notes	For the year ended 31.03.2023	For the year ended 31.03.2022
Income			
Revenue from Operations	2.16	9,406.96	22.07
Other Income	2.17	118.16	11.16
Total Income (I)		**9,525.12**	**33.23**
Expenses			
Finance cost	2.18	3,693.59	-
Employee benefits expense	2.19	1,897.00	8.00
Depreciation	2.9	184.68	-
Other expenses	2.20	759.10	0.87
Provisions and Write offs	2.21	97.17	-
Total expenses (II)		**6,631.54**	**8.87**
Profit before tax (III) = (I)-(II)		**2,893.58**	**24.36**
Tax expenses:			
Current tax for the year		756.99	4.70
Earlier years' tax		(0.54)	-
Deferred tax		(4.11)	0.56
Profit for the year		**2,141.24**	**19.10**
Earnings per equity share (Face value of ₹ 10/- each)			
Basic (in ₹)	2.25	**3.87**	**1.53**
Diluted (in ₹)	2.25	**3.87**	**1.53**

Significant Accounting Policies 1
Notes to accounts form an integral part of financial statements 2.1 to 2.43
As per our report of even date

For M. Anandam & Co.,
Chartered Accountants
Firm's registration No. 000125S

M. V. Ranganath
Partner
Membership No. 028031
Place : Hyderabad
Date: 08-05-2023
UDIN: 23028031BGVWJC9071

For Keertana Finserv Private Limited

Padmaja Gangireddy
Managing Director
DIN: 00004842
Place : Hyderabad
Date: 08-05-2023

Vara Prasad Chaganti
Director
DIN: 09425725
Place : Hyderabad
Date: 08-05-2023

Siddharth Mehta
Company Secretary
PAN:CIFPM6022F
Place : Hyderabad
Date: 08-05-2023

Keertana Finserv Private Limited

Statement of Cashflow for FY 2022 – 2023

KEERTANA FINSERV PRIVATE LIMITED
(FORMERLY KNOWN AS: RAJSHREE TRACOM PRIVATE LIMITED)
CIN:U65100WB1996PTC077252

Cash Flow Statement for the year ended March 31, 2023 (₹ in Lakhs)

Particulars	For the year ended 31.03.2023	For the year ended 31.03.2022
Cash flow from operating activities		
Profit before tax	2,893.58	24.36
Adjustments to reconcile profit before tax to net cash flows:		
Depreciation	184.68	-
Provision expenses	122.10	(0.04)
Net (gain)/ loss on sale of current investments	(0.39)	-
Operating profit before working capital changes	**3,199.97**	**24.32**
Changes in operating assets and liabilities :		
Increase/ (decrease) in other current liabilities	575.83	(9.64)
Increase/ (decrease) in Trade payables	62.16	-
Proceeds from Long-term borrowings (Net)	50,730.39	(0.47)
Decrease / (increase) in loans and advances	(60,836.53)	15.93
(Increase) / Decrease in other assets (Current and Non-Current)	(2,359.52)	(4.73)
(Increase) / Decrease in Provisions	(301.79)	-
Cash generated from /(used in) operations	**(8,929.48)**	**25.41**
Direct taxes paid (net of refunds)	-	-
Net cash flow from / (used in) operating activities (A)	**(8,929.48)**	**25.41**
Cash flows from investing activities		
Purchase of property, plant and equipment (net)	(1,846.47)	-
Purchase of Money market Investments	(1,380.00)	-
Proceeds from Sale of Investments	-	60.00
Proceeds from sale/maturity of current investments	1,380.39	-
Net cash flow (used in) / from investing activities (B)	**(1,846.08)**	**60.00**
Cash flows from financing activities		
Proceeds from issue of equity shares	15,014.26	-
Net cash flow used in financing activities (C)	**15,014.26**	**-**
Net decrease in cash and cash equivalents (A + B + C)	**4,238.71**	**85.41**
Cash and cash equivalents at the beginning of the year	**86.83**	**1.42**
Cash and cash equivalents at the end of the year	**4,325.54**	**86.83**
Note:		
1. Cash and cash equivalents comprise:		
Cash in hand	452.70	0.01
Balance with banks		
- Current Accounts	3,766.84	86.82
-Fixed Deposits	106.00	
	4,325.54	86.83

Notes:
1. As the Company is a Loan Company (NBFC-ICC), interest earned and loan given are considered as a part of cash flow from operating activities. Purchase and sale of investment has been classified as investment activity based on the intention of the management at the time of purchase of securities.
2. The above Cash flow statement has been prepared under the indirect method set out in Accounting Standard-3, "Cash Flow Statement".

Significant Accounting Policies 1
Notes to accounts form an integral part of financial statements 2.1 to 2.43
As per our report of even date

For M. Anandam & Co.,
Chartered Accountants
Firm's registration No. 000125S

M. V. Rangnath
Partner
Membership No. 029080
Place : Hyderabad
Date: 08-05-2023
UDIN: 23028031BGVWJC9071

For Keertana Finserv Private Limited

Padmaja Gangireddy
Managing Director
DIN: 00004842
Place : Hyderabad
Date: 08-05-2023

Vara Prasad Chaganti
Director
DIN: 09425725
Place : Hyderabad
Date: 08-05-2023

Siddharth Mehta
Company Secretary
PAN:CIFPM6022F
Place : Hyderabad
Date: 08-05-2023

Balance Sheet as on FY 2021 – 2022

RAJSHREE TRACOM PRIVATE LIMITED
Balance Sheet as at 31st March 2022

	Particulars	Note	As at 31st March 2022	As at 31st March 2021
I.	**EQUITY AND LIABILITIES**			
	Shareholder's fund			
	Share capital	2.1	1,24,76,300	1,24,76,300
	Reserves and surplus	2.2	1,49,07,029	1,29,96,665
			2,73,83,329	**2,54,72,965**
	Current Liabilities			
	Short-term borrowings	2.3	-	47,278
	Other current liabilities	2.4	12,600	9,76,650
	Short-term provisions	2.5	8,37,090	3,71,071
	Deferred tax liabilty (net)	2.6	872	-
			8,50,562	**13,94,999**
	TOTAL		**2,82,33,891**	**2,68,67,964**
II.	**ASSETS**			
	Non-current Assets			
	Property,Plant and Equipment	2.7	3,429	3,429
	Non-current Investments	2.8	-	60,00,000
	Deferred Tax Asset (net)	2.6	-	54,639
			3,429	**60,58,068**
	Current assets			
	Cash and Bank balances	2.9	86,82,847	1,42,438
	Short-term loans and advances	2.10	1,95,47,615	2,06,67,458
			2,82,30,462	**2,08,09,896**
	TOTAL		**2,82,33,891**	**2,68,67,964**

Significant Accounting Policies 1.1
Notes to Accounts 2.1 to 2.28
The accompanying notes referred above form an integral part of the Financial Statements

As per our report of even date
For Maroti & Co.
Chartered Accountants
Firm's registration No. 322165E

For MAROTI & CO.
Chartered Accountants
(Dilip Kumar Maroti)
Proprietor
ICAI M. No. 055931
FRN 322165E

Dilip Kumar Maroti
Proprietor
Membership No. 055931
UDIN: 22055931AHSUYY2770

For Rajshree Tracom Private Limited

RAJSHREE TRACOM PVT. LTD.

Vara Prasad Chaganti
Director
DIN: 09425725

Raghu Venkata Harish
Director
DIN: 06792543

Place : Kolkata
Date : 25/04/2022

MAROTI & CO. Kolkata FRN:322165E Chartered Accountants

Statement of P&L for FY 2021 -2022

RAJSHREE TRACOM PRIVATE LIMITED

Statement of Profit and Loss for the Period Ended 31st March 2022

Particulars	Note	Period Ended 31st March 2022	Period Ended 31st March 2021
Revenue from operations	2.12	33,19,101	26,57,028
Other income	2.13	3,981	3,62,145
Total Revenue		**33,23,082**	**30,19,173**
Expenses			
Employee benefit expenses	2.14	8,00,000	9,60,000
Depreciation and Amortisation	2.15	-	13,700
Other expenses	2.16	87,207	11,07,054
Total Expenses		**8,87,207**	**20,80,754**
Profit before tax		**24,35,875**	**9,38,419**
Tax expense:			
Current Tax		4,70,000	3,20,000
Deferred Tax		55,511	(55,477)
Income Tax Adjustment for Earlier Year		-	(7,990)
Profit for the period		**19,10,364**	**6,81,886**
Earnings per equity share of Rs. 10 each - Basic & Diluted		1.53	0.55

Significant Accounting Policies 1.1

Notes to Accounts 2.1 to 2.28

The accompanying notes referred above form an integral part of the Financial Statements

As per our report of even date attached

For Maroti & Co.
Chartered Accountants
Firm's registration No. 322165E

For MAROTI & CO.
Chartered Accountants

Dilip Kumar Maroti
Proprietor
Membership No.055931

(Dilip Kumar Maroti)
Proprietor
ICAI M. No. 055931
FRN 322165E

UDIN: 22055931AHSUYY2770

For Rajshree Tracom Private Limited

RAJSHREE TRACOM PVT. LTD.

Vara Prasad Chaganti
Director
DIN: 09425725

Raghu Venkata Harish
Director
DIN: 06792543

Place : Kolkata
Date : 25/04/2022

MAROTI & CO. Kolkata FRN:322165E Chartered Accountants

Statement of Cash Flow for FY 2021 – 2022

RAJSHREE TRACOM PRIVATE LIMITED
Cash Flow Statement for the Year Ended 31st March 2022

Particulars	For the Year Ended 31st March 2022	For the Year Ended 31st March 2021
Cash flow from operating activities		
Profit / (Loss) before tax	24,35,875	9,38,419
Adjustments to reconcile profit before tax to net cash flows:		
Depreciation and amortization	-	13,700
Impairment on Financial Instruments	(3,981)	
Operating Profit before working capital changes	**24,31,894**	**9,52,119**
Movements in working capital :		
Increase/ (decrease) in other current liabilities	(9,64,050)	(36,058)
(Increase)/Decrease in Short Term Loans &Advances	15,92,522	(19,65,272)
Increase/ (decrease) in short term provisions	-	32,832
Decrease / (increase) in other current assets	(4,72,679)	66,15,554
Cash generated from /(used in) operations	**25,87,687**	**55,99,176**
Direct taxes paid (net of refunds)	-	-
Net cash flow from / (used in) operating activities (A)	**25,87,687**	**55,99,176**
Cash flows from investing activities		
Profit/Loss on Sale of Investment	-	2,66,816
Purchase of current investments		(1,66,816)
Sale of current investments	60,00,000	
Net cash flow (used in) / from investing activities (B)	**60,00,000**	**1,00,000**
Cash flows from financing activities		
Proceeds from short-term borrowings	-	
Repayment of short-term borrowings	(47,278)	(58,89,106)
Interest on borrowings paid	-	-
Net cash flow used in financing activities (C)	**(47,278)**	**(58,89,106)**
Net increase/(decrease) in cash and cash equivalents (A + B + C)	85,40,410	(1,89,930)
Cash and cash equivalents at the beginning of the year	1,42,438	3,32,368
Cash and cash equivalents at the end of the year	**86,82,847**	**1,42,438**
Cash and cash equivalents comprise		
Cash and Balance with schedule banks	86,82,847	1,42,438
	86,82,847	**1,42,438**

NOTE -
Cash flow statement hss been prepared under indirect method as set out I th the AS-3 "Cash Flow Statement" and previous year figures have been recast/restated whereever considered necessary

For Maroti & Co.
Chartered Accountants
Firm's registration No. 322165E

Dilip Kumar Maroti
Proprietor
Membership No. 055931

For Rajshree Tracom Private Limited

Vara Prasad Chaganti
Director
DIN: 09425725

Raghu Venkata Harish
Director
DIN: 06792543

Place : Kolkata
Date : 25/04/2022

Balance Sheet as on end of FY 2020 – 2021

RAJSHREE TRACOM PRIVATE LIMITED

BALANCE SHEET AS AT 31ST MARCH,2021

	Particulars	Note No.	As at 31st March 2021 Amount	As at 31st March 2020 Amount
	1	2	3	4
I	EQUITY AND LIABILITIES			
1	Shareholders Funds			
	(a) Share Capital	2	12476300.00	12476300.00
	(b) Reserves and Surplus	3	12996665.09	12314779.47
2.	Non - Current Liabilities			
	Deferred Tax Liability		---	838.00
3.	Current Liabilities			
	(a) Other Current Liabilities	4	976650.00	612000.00
	(b) Short Term Borrowings	5	47277.59	5936383.39
	(c) Short Term Provisions	6	371071.00	338238.71
	(d) Trade Payable	7	---	400707.60
	TOTAL		26867963.68	32079247.17
II	ASSETS			
	Non - Current Assets			
1	(a) Fixed Assets			
	Tangible Assets	8	3429.00	3429.00
	(b) Non Current Investment	9	6000000.00	6100000.00
	(c) Deferred Tax Assets (Net)		54639.00	---
2	Current Assets			
	(a) Trade Receivable	10	---	6615554.43
	(a) Cash and Cash Equivalents	11	142437.68	332367.74
	(b) Short - Term Loans and Advances	12	20667458.00	19014196.00
	(c) Other Current Assets	13	---	13700.00
	TOTAL		26867963.68	32079247.17

Significant Accounting Policies, Other Notes & Disclosures to Financial Statements. 1 to 28

The accompanying notes are an integral part of the Financial Statements.

As per our Report of even date annexed.

Place : Kolkata
Date : 02/09/2021

For MAROTI & CO.
Chartered Accountants
(Dilip Kumar Maroti)
Proprietor
ICAI M. No. 55931
FRN 322165E

UDIN - 21055931AAAAEF6218

MAROTI & CO. Kolkata FRN : 322165E Chartered Accountants

Statement of P&L for FY 2020 – 2021

RAJSHREE TRACOM PRIVATE LIMITED

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

Sl.No.	Particulars	Note No	2020-21 Amount	2019-20 Amount
	INCOME			
I.	Revenue from Operations	14	2657027.63	3546409.79
II.	Other Income	15	362145.23	525190.06
III.	**Total Revenue(I+II)**		3019172.86	4071599.85
IV.	**EXPENSES**			
	Employee benefit Exp	16	960000.00	960000.00
	Depreciation and Amortization Expenses	17	13700.00	13700.00
	Other Expenses	18	1107054.24	1839378.45
	Total Expenses		2080754.24	2813078.45
V.	**Profit/(Loss) before exceptional and extraordinary Items and Tax (III-IV)**		938418.62	1258521.40
VI.	Exceptional Item		----	----
VII.	**Profit/(Loss) before extraordinary Items and Tax(V-VI)**		938418.62	1258521.40
VIII.	Extra Ordinary Item		----	----
IX.	**Profit/(Loss) before Tax(VII-VIII)**		938418.62	1258521.40
X.	**Tax Expenses**			
	(1) Current Tax		320000.00	125000.00
	(2) Deferred Tax Expenses (Income)		(55477.00)	36.00
	(3) Income Tax adjustment for Earlier Year		(7990.00)	----
XI.	**Profit /(Loss) for the period from continuing operations (IX-X)**		681885.62	1133485.40
XII.	Profit/(Loss from discontinuing operations		----	----
XIII.	Tax expense of discountinuing operations		----	----
XIV.	Profit /(Loss) from discontinuing operations (XII-XIII)		----	----
XV.	**Period/(Loss) for the period (XI+XIV)**		681885.62	1133485.40
XVI.	Earnings per equity share:	19		
	(1) Basic		0.55	0.91
	(2) Diluted		0.55	0.91

Significant Accounting Policies, Other Notes & Disclosures to Financial Statements. 1 to 28

The accompanying notes are an integral part of the Financial Statements.

As per our Report of even date annexed.

For MAROTI & CO.
Chartered Accountants

(Dilip Kumar Maroti)
Proprietor
ICAI M. No. 55931
FRN 322165E

UDIN: 21055931AAAAEF6218

Place : Kolkata
Date : 02/09/2021

Statement of Cashflow for FY 2020 – 2021

RAJSHREE TRACOM PRIVATE LIMITED

Cash Flow Statement for the year ended 31st March,2021

PARTICULARS	As at 31st March,2021	As at 31st March,2020
A. Cash Flow from operating Activities:		
Net Profit/(Loss) Before Tax	938418.62	1258521.40
Adjustments for:		
Dividend Received	(185957.64)	(551513.03)
Interest Received	(2471069.99)	(2877560.00)
Profit/Loss on Sale of Investment	266815.75	(117336.76)
Operating Profit Before Working Capital Changes	(1451793.26)	(2287888.39)
Adjustments for:		
(Increase)/Decrease in Trade Receivable	6615554.43	(6615554.43)
(Increase)/Decrease in Other Current Asset	13700.00	13700.00
(Increase)/Decrease in Short Term Loans &Advances	(1965272.00)	(9989432.89)
Increase /(Decrease) in Short Term Provision	32832.29	184500.71
Increase /(Decrease) in Other Current Liabilities	364650.00	412500.00
Increase/(Decrease) in Trade Payable	(400707.60)	400707.60
Increase/(Decrease) in Short Term Borrowings	(5889105.80)	5936383.39
Net Cash Flow from Operating Activities - A	(2680141.94)	(11945084.01)
B. Cash flow from Investing Activities:		
(Purchase)/Sale of Non-Current Investment (Net)	(166815.75)	8567336.76
Dividend Received	185957.64	551513.03
Interest Received	2471069.99	2877560.00
Net Cash Flow from Investing Activities - B	2490211.88	11996409.79
C. Cash flow from Financing Activities:		
Proceeds from issue of Share Capital	----	----
Increase in Share Premium	----	----
Finance Cost	----	----
Net Cash Flow from Financing Activities - C	----	----
Net Increase/(Decrease) in Cash & Cash Equipments=A+B+C	(189930.06)	51325.78
Cash & Cash Equivalents as at the beginning of the Period	332367.74	281041.96
Cash & Cash Equivalents as at the End of the period	142437.68	332367.74

Notes:
1. **Cash Flow Statements has been prepared under Indirect Method as set out in the Accounting Standard (AS)- 3 "Cash Flow Statements".**
2. **Cash & Cash Equivalents represent Cash & Bank Balances.**
3. **Previous Year Figures have been recast /restated wherever necessary.**

As per our Report even date annexed

Place: Kolkata
Date: 02/09/2021

For MAROTI & CO.
Chartered Accountants

Akshaya Mukhiya

(Dilip Kumar Maroti)
Proprietor
ICAI M. No. 55931
FRN 322165E

UDIN: 21055931AAAAEF6218

MAROTI & CO. Kolkata FRN: 322165E Chartered Accountants

(d) **Policy Doc for Unsecured & Secured MSME Loans: Overview of the process of origination of the asset being securitised and major underwriting practices concerning the asset being securitised.**

1. MSME Loans అంటే ఏమిటి:

MSME అంటే Micro, Small and Medium Enterprise Loans. ఈ లోన్స్

1) Self Employed people (సొంత వ్యాపారాన్ని కలిగి ఉన్నవారు, ఉదాహరణకు పండ్ల వ్యాపారం, కూరగాయల వ్యాపారం, టిఫిన్ సెంటర్, బేకరీ, సిమెంట్, hardware shops, Brick మేకింగ్ unit etc)కి
2) రోజు వారి కూలి పనులు (unskilled Labourers) చేసుకొనే (వ్యయసాయ కూలీలు, maids, టీ shops మరియు ఇతర Food Joints లో పని చేసే workers) వారికి,
3) Skilled Labourers (Carpenters, Masons, Electricians, Painters, Plumbers Mechanics, Tailors) వారికి,
4) చిన్న సన్నకారు రైతులకు,
5) ఏదైనా నైపుణ్యం తో కూడిన వృత్తుల (చేనేత) పై ఆధారపడి పని చేసే వారికి
6) Salaried Employees - క్లాస్ IV government employees (అంగన్వాడీ టీచర్లు, అంగన్వాడీ ఆయాలు, drivers, మునిసిపల్ Workers, ఎలిమెంటరీ మరియు High School Teachers, అటెండర్లు, Clerks) కి,
7) ప్రైవేట్ ఉద్యోగస్తులకు (Private Companies లో పని చేసే Emlployees),
8) ఫ్యాక్టరీస్ (Garment factories, జీడి పిక్కల Factories, రొయ్యలు మరియు ఫిషరీస్ ఫ్యాక్టరీస్, Poultry Forms) లో పని చేసే కార్మికులకు ఇవ్వవచ్చును.

MSME లోన్స్ కేవలం అల్పాదాయ వర్గాల (low income households with annual income of upto Rs. 3L) వారికే కాకుండా మధ్య తరగతి ఆదాయ వర్గాల వారికి (middle income households with annual income of >3L to 15L) కూడా ఇవ్వవచ్చును.
ఈ loans కేవలం వ్యాపార అవసరాలకే కాకుండా, వ్యక్తిగత అవసరాలకు కూడా ఇవ్వవచ్చును. MSME Loans individual గా ఇచ్చే Loans. ఈ Loans cashflows మరియు repayment history ని base చేసుకొని ఇవ్వబడును.

MSME Loans broad గా రెండు categories కింద divide చేయబడ్డాయి.

1. Unsecured Loans: ఈ loans 50వేల నుండి రెండు లక్షల వరకు ఏ విధమైన collateral security లేకుండా ఇచ్చేవి. .
2. Secured Loans (LAP): రెండు లక్షల పైన collateral security (residential house / commercial property) తో ఇచ్చే loans. ఈ లోన్స్ ని LAP (Loan Against Property) అని పిలుస్తాము.

2. Borrower Eligibility Criteria:

1. **18 నుండి 58** సంవత్సరాల వయసు మధ్యలో ఉన్న **మహిళలు** మరియు పురుషులు ఈ లోన్ కి అర్హులు. వీలయినంతవరకు **మహిళలకే** మాత్రమే లోన్స్ ఇవ్వవలెను. Exceptional conditions లో మాత్రమే పురుషుల్ని applicant గా consider చేయవచ్చును. LAP అయినట్లయితే mortgage చేసే property ఎవరి పేరుతో ఉందో వారినే applicant గా consider చేయవలెను.

2. **సొంత ఇల్లు గాని, లేదా సొంత shop గాని లేదా ఏదైనా commercial property ని** కలిగి ఉన్నవారే ఈ loans కి అర్హులు. అద్దె ఇంట్లో ఉండే వారికి ఈ లోన్స్ ఇవ్వకూడదు. అద్దె ఇంట్లో ఉండేవారికి లోన్ ఇచ్చినట్లైయితే వారు లోన్ తీసుకున్నాక, ఇతర ప్రదేశాలకు migrate అయ్యే (వలస పోయే)రిస్క్ ఉంది. ఆలా migrate అయినప్పుడు వారిని trace out చేయడం కష్టమవుతుంది, కాబట్టి సొంత ఇల్లుని కలిగి ఉండటమనేది అతి ముఖ్యమైన criteria. Own shop ఉండి own house లేనట్లయితే, అట్టి వారు కూడా loan కి అర్హులు. Loan ఇవ్వాలంటే ఎదో ఒక సొంత స్థిరాస్తి ని కలిగి ఉండవలెను.

3. ప్రతి loan కి Applicant తో పాటుగా Co-Applicant ఖచ్చితంగా ఉండవలెను. కొన్ని సార్లు ఇద్దర్ని Co-Applicants గా పెట్టవచ్చును. Applicant మరియు Co -Applicant ఇద్దరూ ఏదో ఒక Economic Activity చేస్తూ ఆదాయాన్ని కలిగి ఉండవలెను. Applicant Widow అయినప్పుడు, చనిపోయిన ఆమె husband ని Co-Applicant గా పెట్టకూడదు. Co-Applicant అంటే సహ ధరఖాస్తుదారుడని అర్థం. చనిపోయిన వారు సహ ధరఖాస్తుదారులు కాలేరు కాబట్టి, వారిని Co-Applicants గా పెట్టకూడదు. Applicant మరియు Co-Applicant ఒకే కుటుంబ సభ్యులై ఉండవలెను. వీరిద్దరూ కలిసి ఒకే ఇంట్లో నివసిస్తూ ఉండవలెను. Co -applicant, Applicant daughter లేదా son అయి ఉండి, పెళ్లి కానట్లయితే, job నిమిత్తం వేరే ప్రదేశం లో నివసిస్తున్నప్పటికీ co -Applicant గా consider చేయవచ్చును. పెళ్లయి separate గా ఉంటున్న వారిని, వారు అదే ఊర్లో ఉన్నా లేదా వేరే ప్రదేశంలో ఉన్నా, applicant తో కలిసి ఉండనప్పుడు Co-Applicant గా consider చేయకూడదు.

4. Applicant మరియు Co-applicant ఇద్దరు ఏదో ఒక పని చేసుకుంటూ ఆదాయాన్ని కలిగి ఉండవలెను మరియు వారిద్దరూ ఆరోగ్యంగా, active గా ఉండి hard work చేసే వారై ఉండవలెను. ఇద్దరు, two different sources నుండి ఆదాయాన్ని పొందుతున్నట్లయితే, అటువంటి వారికి preference ఇవ్వవలెను.

5. Applicant మరియు Co-applicant మంచి అలవాట్లు మరియు సత్ప్రవర్తన కలిగి ఉండవలెను. వారికి ఏ విధమైన చెడు అలవాట్లు ఉండకూడదు. BM Appraisal చేసేప్పుడు neighbours తో ఈ విషయమై ఖచ్చితంగా verify చేయవలెను.

6. Applicant family members (కుటుంబ సభ్యుల్లో) లో కనీసం ఇద్దరు (Applicant తో కలిపి) ఏదైనా economic activity ద్వారా ఆదాయాన్ని పొందుతూ ఉండవలెను. Daily wage labour work (కూలి పని) కూడా economic activity గానే పరిగణించబడును. Earning members వేర్వేరు sources లో ఆదాయాన్ని పొందుతూ ఉండవలెను. ఇద్దరూ ఒకే పని చేస్తున్నట్లయితే, కొన్ని కారణాల వల్ల, ఆ business impact అయినట్లయితే, loan repay చేయడం కష్టమవుతుంది. అదే వేర్వేరు activities లో involve అయితే రెండు activities impact అయ్యే అవకాశం చాలా తక్కువ ఉంటుంది.

7. Applicant ఖచ్చితంగా సొంత ఆదాయాన్ని కలిగి ఉండవలెను. ఆదాయమున్న వారినే applicant గా consider చేయవలెను. ఏ పని చేయని వారిని applicant గా consider చేయకూడదు. Applicant family (Applicant తో కలిపి) లో ఇద్దరి కంటే ఎక్కువ మంది earning members ఉండి, వారు వేర్వేరు మార్గాల ద్వారా ఆదాయాన్ని పొందుతున్నట్లయితే, అట్టి వారికి ప్రాధాన్యత ఇవ్వవలెను.

8. ఖర్చులు, EMIs మరియు ఇతరత్రా monthly obligations అన్నీ పోను నెలకు కనీసం 5వేల రూపాయల మిగులు cash ఉండవలెను. ఉదాహరణకు, కుటుంబ ఆదాయం నెలకు 20 వేలు రూపాయలు అయినట్లైయితే, కుటుంబం యొక్క నెలసరి ఖర్చులు మరియు EMIs అన్ని 15 వేలకి మించి ఉండకూడదు. అన్ని ఖర్చులు పోయాక కనీసం 5 వేల రూపాయల మిగులు ఆదాయం ఉండవలెను.

9. LAP అయితే mortgage చేయడానికి House గాని, Shop గాని లేదా residential area లో ఉన్న vacant plot ని గాని కలిగి ఉండాలి.

10. Applicant మరియు ఇతర family members తీసుకున్న అన్ని లోన్స్ టైంకి repay చేసి మంచి track record ని కలిగి ఉండవలెను. గతంలో తీసుకున్న loans కి సంభందించి OD (overdue) కానీ, write off కానీ ఉండకూడదు. Loan repayment Track perfect గా ఉండవలెను.

11. Applicant కానీ Co-Applicant కానీ 5 Security Cheques ఇవ్వవలెను. ఇద్దరిలో ఏ ఒక్కరి దగ్గర కూడా cheques లేనట్లయితే, Existing bank account కి cheques మరియు debit card కోసం apply చేసే బదులు కొత్త అకౌంట్ open చేయడం better. ఇది త్వరగా complete అవుతుంది. కొత్తగా open చేసే Bank Accounts కి cheque book, Debit కార్డు ఒకే సారి వచ్చే విధంగా request చేసుకోవచ్చును. Loan Application collect చేసేప్పుడే client కి ఈ విషయమై RO suggest చేయవలెను. తద్వారా Loan sanction అయిన వెంటనే disburse చేయవచ్చును.

Applicant family members లో ఎవరికైనా బ్యాంకు account లో salary గాని లేదా Business income గాని regular గా లో క్రెడిట్ అవుతున్నట్లయితే, ఆ bank account నుండి మాత్రమే cheques ఇవ్వవలిసి ఉంటుంది . Credit Committee loan sanction చేసినప్పుడు, ఎవరి (Applicant/Co-Applicant) నుండి cheques తీసుకోవావాలనేది specify చేయబడును. Credit కమిటీ decide చేసిన ప్రకారం ఆ వ్యక్తి నుండి మరియు ఆ specific Bank account నుండి మాత్రమే cheques మరియు NACH mandate collect చేయవలెను.

12. Loan sanction అయ్యాక, Loan Amount Applicant బ్యాంకు అకౌంట్ కి transfer చేయడానికి Bank Account Active గా ఉండవలెను. బ్యాంకు అకౌంట్ లో regular గా transactions జరుగుతున్నప్పుడే bank account active గా ఉంటుంది. ఒక వేళ bank account running లో లేకపోయినట్లయితే, బ్యాంకు అకౌంట్ active చేయించుకునే బదులు కొత్త బ్యాంకు అకౌంట్ open చేయడం మంచిది.

13. నెల వాయిదా అమౌంట్ (EMI) బ్యాంకు అకౌంట్ నుండి deduct చేసుకోవడానికి NACH లేదా E NACH mandate ఇవ్వవలెను. కొత్త account open చేసినప్పుడు Debit card కూడా వస్తుంది కాబట్టి E NACH mandate ఇవ్వడం easy అవుతుంది.

14. ప్రతి నెల instalment due date కి రెండు రోజులు ముందుగా bank account లో EMI amount deposit చేసేందుకు అంగీకరించాలి. Bounce అయిన ప్రతి సారి bank charge చేసే bouncing charges తో సంభందం లేకుండా Borrower Rs. 500- Bouncing charges instalment కి అదనంగా pay చేయవలసి ఉంటుంది. ఈ విషయాన్ని client కి Application collect చేసుకునే time లోనే clear గా explain చేయవలెను

3. Negative Profiles: (loans ఎవరికి ఇవ్వకూడదు)?

1. Political గా active గా ఉన్న వారికి, politicians చుట్టూ తిరుగుతూ political influence కలిగి ఉన్న వారు loan కి అర్హులు కారు. అటువంటి వారి నుండి oan అప్లికేషన్ collect చేయకూడదు. Neighbours తో **Ref check** చేసేప్పుడు ఈ విషయమై ఖచ్చితంగా verify చేయవలెను.

2. Applicant గాని family members మీద కానీ ఏమైనా criminal కేసులు ఉన్నట్లయితే, వారికి loan consider చేసేప్పుడు జాగ్రత్త వహించవలెను.

3. Applicant గాని లేదా family members కానీ police department లో లేదా న్యాయవాది వృత్తిలో లేదా Media లో కానీ లేదా press లో కానీ పని చేస్తున్నట్లయితే, అటువంటి వారు loan కి అర్హులు కారు.

4. ఇంతకముందు తీసుకున్న లోన్స్ కి సంభందించి over dues ఉన్నా లేదా loan write off అయిన history ఉన్నవారు loan కి అర్హులు కారు.

5. Applicant కుటుంబ సభ్యులెవరూ అనారోగ్యంతో గాని లేదా దీర్ఘకాలిక వ్యాధులతో గాని బాధ పడుతున్నట్లయితే, వారికి medical expenses ఉంటాయి కాబట్టి cashflows assess చేసేప్పుడు తగు జాగ్రత్త వహించవలెను.

6. Single woman కి, సంపాదిస్తున్న కొడుకు కానీ కూతురు కాని లేనట్లయితే వారు loan కి అర్హులు కారు.

4. MSME Loans ఏ purpose కోసం ఇవ్వ వచ్చును?

MSME Loans కేవలం Business అవసరాలకే కాకుండా వ్యక్తిగత అవసరాలకు కూడా ఇవ్వబడును. MSME loans కేవలం business అవసరాలకే ఇవ్వొచ్చన్న అపోహ చాలా మందికి ఉంటుంది. Applicant Cashflows support చేస్తున్నంత వరకు, ఏ అవసరానికైనా loan ఇవ్వవచ్చును. Application collect చేయునప్పుడు ఈ విషయం పై పూర్తి స్పష్టత ఇవ్వవలెను. చాలామంది business అవసరాలకే loan ఇస్తారన్న ఉద్దేశ్యంతో, కొత్త

business చేస్తామని లేదా లేని business ని ఉన్నట్లుగా create చేసి చెప్పడానికి try చేస్తారు. loan purpose వాస్తవం చెప్పమని applicant కి చెప్పవలెను. ఏ purpose అయినా loan ఇస్తామని, అబద్ధం చెప్పవలసిన అవసరం లేదని clear గా explain చేయాలి.

ఈ కింద ఇచ్చిన ఏ purpose కయినా MSME Loans ఇవ్వవచ్చును.
1. Business Expansion కొరకు: Business start చేసి కనీసం one year complete అయి ఉండవలెను. కొత్తగా start చేసిన లేదా start చేయబోయే Business కి loan ఇవ్వడం risk తో కూడిన పని. Business succeed కావడానికి time పడుతుంది. కొన్ని సార్లు business లో నష్టం వచ్చినప్పుడు business close చేయాల్సి రావచ్చును. అటువంటప్పుడు loan repay చేయడానికి ఇబ్బంది పడే అవకాశం ఉంది.
2. Existing Business కి working capital కోసం; Stock కొనుగోలు నిమిత్తం; New product line add చేయు నిమిత్తం loan ఇవ్వొచ్చును.
2. Business కి అవసరమైన assets purchase చేసుకోవడానికి. For Example: Kirana Shop లో గాని లేదా Medical Shop లో Refrigerator లేదా Chiller అవసరమవుతుంది.
3. House Renovation కి (flooring, painting, plastering, Wood Work, kitchen construction, పూరింటికి రేకులు వేసుకోవడాని, second Floor construction కొరకు etc)
4. House లేదా Shop Purchase చేయడానికి
5. Money lender దగ్గర లేదా బయట అప్పులున్నట్లైయితే, అప్పు తీర్చుకోవడానికి
6. Commercial vehicles purchase చేయడానికి
7. House లేదా Shop నిర్మాణానికి
8. Vacant Land Purchase చేయడానికి
9. గేదెలు/ ఆవులు కొనుగోలు నిమిత్తం
10. Cattle Shed / Poultry Shed నిర్మాణానికి
11. Irrigation బోరెవెల్స్ కొరకు
12. Children education మరియు medical expenses నిమిత్తం
13. వివాహ ఖర్చుల నిమిత్తం
14. ఇతర NBFCs నుండి ఎక్కవ వడ్డీకి లోన్ తీసుకున్నట్లైయితే, ఆ Loans repay చేయడానికి;
15. Money lenders దగ్గర assets mortgage చేసి ఎక్కువ interest కి లోన్ తీసుకున్నట్లయితే, ఆ లోన్స్ close చేసుకోవడానికి;
16. నాలుగైదు loans తీసుకొని instalments ఎక్కువై, repayment చేయడానికి ఇబ్బంది పడుతున్నప్పుడు, ఆ loans అన్నీ repay చేసి ఒక్క loan మాత్రమే కట్టుకునేందుకు .

5. Target Segment:

Low income మరియు middle income families అందరూ కూడా MSME loans కి eligible అవుతారు. మొత్తం జనాభా లో (Total population లో) దాదాపు 30% నుండి 50% మందిని ఈ Loans కి target చేయవచ్చును. MSME loans అనగానే కేవలం వ్యాపారస్తులకు (business people) మాత్రమే ఇస్తారనే అపోహ ఉంటుంది. ఇది correct కాదు. MSME loans వ్యక్తిగత (personal) అవసరాలకి కూడా ఇవ్వొచ్చు కాబట్టి, business లేని వాళ్లు కూడా ఈ loans ని avail చేసుకోవచ్చును. మనం work చేస్తున్న villages లో low income households ఎక్కువగా ఉండే SC colony లోనే కాకుండా village లో ఉండే each and every community ని కవర్ చేయవలెను.

MSME loans గ్రూపు లోన్స్ కావు కాబట్టి, borrowers మిగిలిన borrowers కి గారంటీ ఇవ్వాల్సిన అవసరం లేదు మరియు వారు pay చేయలేనప్పుడు వీరు pay చేయాల్సిన obligation లేదు మరియు వారం, వారం సెంటర్ మీటింగ్ కి అటెండ్ కావాల్సిన అవసరం ఉండదు కాబట్టి, మధ్య తరగతి ఆదాయ వర్గాల వారు కూడా ఈ loans తీసుకోవడానికి ఆసక్తి చూపిస్తారు. MSME మార్కెట్, Micro Finance market కంటే చాలా పెద్దది. Low income households మాత్రమే Micro Finance loans తీసుకుంటారు. అదే MSME loans అయితే low income మరియు middle income households కూడా ఆసక్తి చూపిస్తారు.

ఈ కింద ఇచ్చిన వివిధ రకాలైన వృత్తులు, వ్యాపారాలు చేసే వారందర్నీ MSME loans కు target చేయవచ్చును.

1. Self Employed: MSME loans 50 వేల నుండి 50 లక్షల వరకు ఇస్తాం కాబట్టి, చిన్న వ్యాపారస్తులే కాకుండా, పెద్ద వ్యాపారస్థుల్ని కూడా ఈ loans గురించి approach కావచ్చు. కిరాణా షాప్, కూరగాయల business , పండ్ల షాప్, Medical shop, Fancy Shop, Chicken Shop, బేకరీ లతో పాటు, సిమెంట్ hardware business, Electronics, wholesalers, Iron, Steel, Tiles, Timber Depos ని కూడా target చేయవచ్చును.

2. Service Sector లో పని చేసే బేల్దారు మేస్త్రులు, painters, plumbers, carpenters, Electricians, Saloon owners;

3. ఇల్లు కట్టుకునే ప్రతి ఒక్కరికీ ఎంతో కొంత లోన్ అవసరం ఉంటుంది. ఎక్కడ construction జరుగుతున్నా అక్కడ లోన్ ఇచ్చే అవకాశం ఉంటుంది .

4. గేదెలు మరియు ఆవులు ఉన్న వాళ్లకు కూడా అడిషనల్ గా గేదెలు కొనుక్కోవడానికి లోన్ అవసరముంటుంది. Village లో ఉన్న పాల కేంద్రం లో మిల్క్ సప్లై చేసే వారి లిస్ట్ ఉంటుంది. పాల కేంద్రం నుండి లిస్ట్ తీసుకుని ఆయా రైతుల్ని approach కావడం ద్వారా ఆవులు, గేదెలు ఉన్న వారందర్నీ రీచ్ కావచ్చును. List కోసం పాల కేంద్రం / dairy ని approach అయినప్పుడు ఆ village లో కానీ, పక్క village లో కానీ మనం ఇచ్చిన loans గురించి చెప్పవలెను. మనం loans ఇవ్వగలం అనే confidence create చేసినప్పుడే వాళ్ళు cooperate చేస్తారు.

5. చిన్న మరియు సన్నకారు రైతులకు కూడా లోన్ అవసరముంటుంది. (రైతులకు కేవలం వ్యవసాయం నుండే కాకుండా పాల పరిశ్రమ ద్వారా కూడా ఆదాయాన్ని పొందుతారు. కొంతమంది వ్యవసాయదారులు కూరగాయలు, పూలు పండిస్తారు. వీరికి రోజువారి ఆదాయం వస్తుంది.

6. ప్రతి village లో అనేక రకాల వృత్తుల వారు ఉంటారు. నేతపని చేసే వాళ్ళు, వెదురు బుట్టలు అల్లే వాళ్ళు , చీపుర్లు కట్టే వాళ్ళు, ఇలా ఒక్కో ప్రదేశంలో ఒక్కో వృత్తి మీద ఆధారపడే వారుంటారు. ఉదాహరణకు మదనపల్లి మరియు Hindupur లో నేత పని చేసే వాళ్ళు, పుంగనూరు లో చింతపండు వ్యాపారం చేసే వాళ్ళు అలాగే నర్సీపట్నం లో జీడి పిక్కల ఫ్యాక్టరీ లో పని చేసే వాళ్ళు ఎక్కువ సంఖ్యలో ఉంటారు.
7. ఒక ఊరు అన్నాక వ్యాపారం బాగా నడిచే రెండు మూడు కిరాణా షాప్స్, రెండు మూడు మెడికల్ షాప్స్, ఫాన్సీ షాప్, vegetable షాప్, fruits shop ఖచ్చితంగా ఉంటాయి. నర్సీపట్నం ఏరియా లో ఎక్కువగా సంతలు జరుగుతుంటాయి. కొంతమంది వ్యాపారస్తులు, ప్రతి రోజు ఒక్కొక్క ప్రదేశంలో జరిగే సంతలో వ్యాపారం చేస్తుంటారు. వీళ్ళకి గారంటీ గా బిజినెస్ నడుస్తుంటుంది. సంతలో వ్యాపారం చేసే వ్యాపారస్థులందర్నీ ఒకేసారి టార్గెట్ చేయవచ్చు. సంత జరిగే ప్రదేశం లో umbrella activity ద్వారా ఒకే రోజు ఎక్కువ మంది నుండి loan applications collect చేయవచ్చును.

6. Identification of Villages:

Branch operations start చేసిన వెంటనే, BM మరియు Cluster Manager Branch నుండి 30 Kms Distance లో ఉన్న villages అన్నిటిని identify చేయవలెను. Phase-1 లో 15 Kms లోపు ఉన్న Villages ని identify చేసి ముందుగా ఆ villages మీద focus చేయాలి. Identify చేసిన villages ని ROs కి equal గా చేయవలెను. ఒక direction లో ఉన్న villages అన్నింటిని ని ఒక RO కే allot చేయవలెను. ఉదాహరణకు Branch నుండి North (ఉత్తరం) వైపు ఉన్న villages అన్నింటిని ఒక RO కి అలాగే South లో ఉన్న Villages ఇంకొక RO కి allot చేయవలెను.
Branch నుండి 30 Kms దాటి ఏ village ని cover చేయకూడదు. ROs వారికి కేటాయించిన villages లో తగినంత time spend చేసి village జియోగ్రఫీ ని పూర్తిగా అర్థం చేసుకుని house visit ద్వారా ప్రతి ఒక్క మహిళను కలిసి MSME loans గురించి explain చేయాలి. ఒక Village లో 1,000 కుటుంబాలు ఉన్నట్లయితే కనీసం 250 నుండి 300 మందికి లోన్స్ ఇవ్వవలెను.

Branch నుండి 30 Kms లోపు **distance** ఉన్న Villages నుండి Collect చేసిన applications నే appraisal చేయవలెను. BM Appraisal చేయబోయేముందు, Applicant యొక్క village మరియు Branch నుండి distance check చేయవలెను. అలాగే HO Credit Team కూడా distance check చేశాకే PD start చేయవలెను.

7. How to Source Loan Applications:

ROs (Relationship Officers) వారికి కేటాయించిన villages లో మాత్రమే Loan Applications source చేయవలెను. MSME loans కి కేవలం SC Colony నే target చేయకుండా entire village ని cover చేయవలెను. కేవలం low income households నే కాకుండా Middle income households ఉండే localities అన్నింటినీ cover చేయవలెను.

Farmers కి income పంట time లోనే వస్తుంది, వారు monthly instalment pay చేయలేరు అనే ఉద్దేశ్యంతో farmers ని లోన్ కోసం general గా NBFCs ఎవరూ target చేయరు. ఇది సరి అయిన understanding కాదు. Farmers కి వ్యవసాయం తో పాటుగా అనేక ఇతర sources నుండి ఆదాయం వస్తుంది. కొంతమంది వ్యవసాయదారులకు, పంట ద్వారా కూడా రోజూవారి ఆదాయం వస్తుంది. కొన్ని ప్రాంతాల్లో, రైతులు (Farmers) Vegetables (కూరగాయలు), Fruits (పండ్లు), Flowers (పూలు) , Malbary (మల్బరీ) పండిస్తారు. వీరికి ఆదాయం రోజువారి వస్తుంది. వీరు monthly instalment easy గా pay చేయగలుగుతారు. చాలావరకు రైతులకు గేదెలు లేదా ఆవులు ఉంటాయి. వీరికి పాల ద్వారా ఆదాయం పది రోజులకొకసారి వస్తుంది. Dairies ten days కి ఒకసారి బ్యాంకు అకౌంట్ లో amount credit చేస్తారు.

Farmers లో కొంతమందికి Tractors ఉంటాయి. కొత్త Tractor కొనుక్కునేందుకు లేదా truck కట్టించేందుకు, Plough లేదా Tractor తో వాడే నాగలి కొరకు వారికి loan అవసరముంటుంది. Tractor ద్వారా వీరికి ఆదాయం రోజూవారి వస్తుంది. కొంతమంది రైతుల పిల్లలు (Son/Daughter) job చేస్తుంటారు. వారికి marriage కానట్లయితే వారి income ని base చేసుకుని కూడా Loans ఇవ్వొచ్చును. Farmers అనగానే వాళ్లకు monthly income ఉండదు అనే ఉద్దేశ్యంతో వారిని loan కోసం కాంటాక్ట్ చేడయం మానకూడదు. Farmer కి కేవలం వ్యవసాయం పెట్టుబడికే కాకుండా ఇల్లు కట్టుబడి కోసం, ఇల్లు repairs కోసం, marriage వంటి అనేక అవసరాలకి లోన్ అవసరముంటుంది.

ఇల్లు కట్టుబడి (construct) చేసుకునే ప్రతి ఒక్కరికీ loan అవసరముంటుంది. ఎక్కడ construction work జరుగుతుంటే అక్కడ loan ఇచ్చే అవకాశం ఉంటుందనేది అర్థం చేసుకోవాలి. ఇల్లు కట్టుకునే వారు masonని, carpenterని, Electricianని, Painterని engage చేస్తారు. వీరందరికి Loan అవసరముంటుంది. వారి details తీసుకుని వారిని కూడా approach కావచ్చు, అలాగే construction కొరకు అవసరమయ్యే Material - Bricks, Cement, Iron ని వేర్వేరు Shops నుండి కొనడం (procure) జరుగుతుంది. వారి details కూడా తీసుకుని వారిని contact చేయవచ్చును. Construction జరుగుతున్న site నుండి కనీసం minimum 10 leads ని generate చేయవచ్చును.

RO, village (గ్రామం) లో నివసిస్తున్న ప్రతి family / household (కుటుంబం) ని House Visit ద్వారా కలిసి MSME Loan product గురించి explain చేసి వారికి loan అవసరముందీ, లేనిదీ check చేయవలెను. Loan అవసరమున్న వారినుండి Loan Application collect చేయవలెను. ఒక వేళ (In case) వారికి RO contact చేసినప్పుడు loan అవసరం లేనట్లయితే, ముందు రోజుల్లో (future) ఎప్పుడైనా అవసరం తలెత్తినప్పుడు contact చేయమని Branch Business card / Pamphlet share చేయవలెను. Applicant లేదా Borrower నుండి తీసుకునే ప్రతి అమౌంట్ కి ఖచ్చితంగా రసీదు ఇవ్వవలెను.

8. DONTS:

ROs, Loan applications, clients నుండి direct గా collect చేయాలే తప్ప, మీడియేటర్స్, Arrangers, Connectors, DSAs, Ring Leaders ద్వారా గాని మరే ఇతర channel ద్వారా గాని applications source చేయకూడదు. DSAs ఎవరైనా applications ఇస్తామని RO ని approach అయినట్లయితే, వారిని ఎటువంటి పరిస్థితుల్లో entertain చేయకూడదు. Clients ని కలిసేప్పుడు DSA staffని వెంట తీసుకుని వెళ్ళి వారికి commission ఇప్పించడం చేయకూడదు. కొన్ని సార్లు DSAs clients కి RO mobile నెంబర్ share చేసి RO ని contact చేయమని చెప్పి RO Application collect చేసాక Client నుండి కమిషన్ తీసుకోవడం చేస్తుంటారు. కొన్ని సార్లు Clients direct గా RO ని contact చేయడం జరుగుతుంది. అటువంటప్పుడు, phone number ఎవరి ద్వారా తెలుసుకున్నారు, phone number కోసం ఎవరికైనా commission ఇవ్వడం జరిగిందా లేదా application submit చేసాక గాని లేదా loan disburse చేశాక గాని commission ఇమ్మని ఎవరైనా అడిగారా అనే వివరాలు అడిగి తెలుసుకోవాలి. ఎవరైనా DSA కానీ mediator కానీ involve అయినట్లయితే, ఆ clients ని entertain చేయకూడదు.

Loan Applications Direct గా clients నుండి కాకుండా, mediators నుండి తీసుకోవడం, clients నుండి వారికి commission ఇప్పించడం లేదా ROS direct గా commission తీసుకోవడం Company policy కి పూర్తిగా విరుద్ధం. ఎవరైనా ఈ విధమైన ప్రాక్టీసెస్ follow అయినట్లయితే, వారిని వెంటనే సస్పెండ్ చేయడం జరుగుతుంది మరియు వారి పై complaint lodge చేయడం జరుగుతుంది. Clients నుండి ఏ రూపంలో తీసుకున్నా, తప్పే అవుతుంది అటువంటి వారిని ఎటువంటి పరిస్థితుల్లో excuse చేయడం జరగదు.

Applications Source చేసేందుకు మరియు అవసరమైన documents collect చేసేందుకు RO Applicant ఇంటిని రెండు/మూడు సార్లు visit చేయడం జరుగుతుంది. Loan ఇవ్వడానికి ముందు గాని లోన్ ఇచ్చాక గాని కమిషన్ కానీ , లంచం కానీ, gift రూపంలో కానీ ఏ విధమైన monetary or non-monetary benefit ని తీసుకో కూడదు.

Applicant ఇంటికి వెళ్ళినప్పుడు, వారు కాఫీ / టీ / టిఫిన్ / మీల్స్ etc offer చేసే ఆవకాశముంది. ఎటువంటి పరిస్థితుల్లో client నుండి even drinking water కూడా తీసుకోరాదు. మన policy ప్రకారం Client నుండి drinking water తో సహా ఏమి తీసుకోకూడదని clear గా చెప్పాలి. Applicant మరియు వారి కుటుంబ సభ్యుల్ని మర్యాదగా "గారు" అని మాత్రమే సంభోదించవలెను. ఏక వచనం తో "నువ్వు" అని సంబోధించకూడదు. మీరు అని మాత్రమే సంబోదించాలి. Clients తో మాట్లాడేప్పుడు ఓపిక తో సమాధానం చెప్పాలే తప్ప, కోపం, చిరాకు పడకూడదు.

Client calls ని ఎటువంటి పరిస్థితుల్లో కూడా respond చేయకుండా ఉండకూడదు. మనం work చేస్తున్న areas లో అనేక NBFCs మరియు Banks operate చేస్తున్నాయి. మనం customers ని ఎలా choose చేసుకుంటామో, customers కూడా వారికి నచ్చిన service provider ని choose చేసుకుంటారు. NBFCs మధ్య వాళ్ళు offer చేసే products లో చెప్పుకోతగ్గ difference ఉండదు. కేవలం వారి service quality ని base చేసుకునే వాళ్ళు ఎవరి దగ్గర loan తీసుకోవాలనే decision తీసుకుంటారు. Client ని కలిసేది, client తో interact అయ్యేది RO కాబట్టి, RO behaviour ని బట్టి company గురించి impression form చేసుకుంటారు. RO తాను కంపెనీ ని represent చెస్తున్నాననే విషయాన్ని మర్చిపోకూడదు.

Client ని మొదటగా కలిసినప్పుడు మొదటగా వారికి loan requirement ఉన్నదేమో check చేయవలెను. Loan requirement ఉన్నట్లయితే Loan products – Unsecured మరియు LAP గురించి explain చేయవలెను. ప్రతి client కి రెండు products 1. MSME unsecured loan 2. LAP గురించి explain చేయవలెను.

	MSME-Unsecured	LAP
Minimum Loan Size	50,000	>200,000
Maximum Loan Size	200,000	5,000,000

Interest rate	29%	20% to 24%
Loan Processing Fees	2% plus GST	2% plus GST
Loan Tenor	12M/ 18M/ 24M	3 to 8 Years
Cheques	Mandatory	Mandatory
NACH Mandate	Mandatory	Mandatory
Collateral Security	Not required	MODT of Residential House / Commercial Property

Product Features తో పాటుగా ఈ కింద ఇచ్చిన ముఖ్యమైన విషయాల్ని కూడా explain చేయాలి:

1. MSME Loans Individual గా ఇచ్చే Loan అని, ఇది group loan కాదని చెప్పాలి. లోన్ కోసం group form కావాల్సిన అవసరం లేదని మరియు ఇతర్లు తీసుకునే loans కి గారంటీ ఇవ్వవలిసిన అవసరం లేదని స్పష్టం చేయాలి.
2. Monthly Instalment every month due date కి రెండు రోజులు ముందుగానే ఏ account నుంచి NANCH mandate ఇచ్చారో, ఆ account లోనే deposit చేయాలని, loan instalment pay చేయడం కోసం centre మీటింగ్స్ కి అటెండ్ కావాల్సిన అవసరం లేదని చెప్పాలి. Loan disbursement నిమిత్తం documents execute చేసేందుకు ఒక్క సారి మాత్రమే బ్రాంచికి రావాల్సి ఉంటుందని చెప్పవలెను.
3. Loan repayment bank ద్వారా మాత్రమే చేయవలెనని, every month instalment deduct చేసుకునేందుకు వీలుగా NACH / ENACH mandate ఖచ్చితంగా ఇవ్వవలెనని చెప్పవలెను. Applicant కానీ Co-Applicant కానీ ఎవరికైతే Debit card కానీ Internet Banking facility ఉందో, వారు E-NACH mandate ఇవ్వచ్చని చెప్పాలి. ఇద్దరి లో ఏ ఒక్కరికీ Debit card కానీ Internet Bank facility గాని లేనప్పుడు physical NACH mandate ఇవ్వాలని చెప్పాలి.
4. Minimum 5 Cheques ఇవ్వవలెనని ఒక వేళ existing bank account కి సంభందించి cheques లేనట్లైయితే, కొత్త bank account open చేయమని చెప్పవలెను. cheques ready గా పెట్టుకున్నట్లయితే loan sanction అయిన వెంటనే disbursement చేయవచ్చుననే విషయం తెలియ చెప్పాలి. కొత్తగా bank account open చేయడానికి కొన్ని సార్లు 10 వేలు cheque ఇవ్వాల్సిఉంటుంది. అవసరమైన వారికి 10 వేల రూపాయల loan ఒక నెల రోజుల్లో repay చేసే విధంగా ఇవ్వొచ్చును.
5. ఏ account నుండి ENACH mandate ఇస్తారో every month due date కి రెండు రోజుల ముందు ఆ account లోనే instalment amount deposit చేయవలెనని చెప్పవలెను.
6. Instalment Due Date కి bank account లో amount deposit చేయనట్లైయితే Rs.500- instalment కి అదనంగా bouncing Charges pay చేయవలసి వస్తుందని చెప్పవలెను.
7. రెండు లక్షల కంటే ఎక్కువ loan అవసరమైనట్లయితే, ఇల్లు కానీ shop కానీ, లేదా vacant plot కానీ (residential ఏరియాలో ఇళ్ళ మధ్య ఉన్నట్లయితే) mortgage చేయవలిసి ఉంటుందని చెప్పాలి.

పై విషయాలన్నీ చెప్పిన తర్వాత applicant ఈ conditions కి ఇష్టపడినట్లయితే, Log-in Fee collect చేయబోయేముందు Applicant కి loan ఇవ్వడానికి మనకున్న most important criteria అయినటువంటి 1. Own House 2.Co-Applicant conditions 3. Minimum two earning members in the family fulfil చేస్తున్నదీ లేనిదీ ఒక్కసారి చెక్ చేసుకోవలెను.

Applicant పైన చెప్పిన conditions కి ఒప్పుకున్నట్లయితే మరియు eligibility criteria ని కూడా fulfil చేస్తున్నట్లయితే, Unsecured loan కయితే Rs.200- మరియు LAP కయితే Rs.500- Log in Fees collect చేసి రసీదు ఇవ్వవలెను. Client Enrolment Form fill చేయడానికి ముందు family లో ఎంత మంది earning members ఉన్నారో తెలుసుకొని వారి details Client Enrolment Form లో fill చేసి లోన్ అప్లికేషన్ మీద క్లయింట్ signature తీసుకోవలెను.

Application తో పాటు, ఈ కింద ఇవ్వబడిన documents collect చేయవలెను:

1. Applicant మరియు ఇతర Earning members యొక్క ఆధార్ కాపీలు,
2. Applicant మరియు ఇతర Earning members యొక్క PAN లేదా ఓటర్ ఐడిలు (PAN లేని వారికే Voter ID తీసుకోవలెను)

3. సొంత ఇంటి ప్రూఫ్ (latest Electricity Bill / House tax Receipt / Sale deed / Gift deed)
4. Six months Bank Statement
5. Applicant family members పేరుతో ఉన్న vehicles అన్నింటికీ RC Copies
6. ఏదైనా Vehicle కోసం Loan తీసుకొని, ఆ Loan close అయి hypothecation still loan ఇచ్చిన కంపెనీ పేరు మీదే ఉన్నట్లయితే Lender నుండి NOC లేదా Loan Clearance certificate తీసుకోవాలి.
7. LAP అయినట్లయితే Property కి సంభందించి Sale Deed / Gift Deed / Partition deed copy
8. Property కి సంభందించిన Link documents
9. వేరే ఇతర NBFC నుండి loan takeover చేస్తున్నట్లయితే Loan Ledger copy
10. EC
11. Applicant కానీ Family members కానీ Business చేస్తున్నట్లయితే, Business కి సంభందించిన Purchase Bills మరియు Sales Bills;

వీలయినంతవరకు Client నుండి అన్ని documents ఒకేసారి collect చేయవలెను. ఏ రోజు collect చేసిన applications అదే రోజు FINS లో లాగ్-ఇన్ చేయవలెను. BM Appraisal చేసేవరకు system లో లాగ్-ఇన్ చేయకుండా wait చేయకూడదు. ఒక్కో RO రోజుకి minimum 3 నుండి 4 applications లాగ్-ఇన్ చేయవలెను. Three Months Complete అయిన ప్రతి RO monthly కనీసం 25 లక్షల Loan disburse చేయవలెను.
RO Application collect చేసిన ప్రతి Client కి సంభందించి, Client ఇంటి దగ్గర ఉన్నప్పుడే current location client పేరుతో save చేసి BM కి whatsapp చేయవలెను. ఇలా చేయడం వల్ల BM appraisal కి వెళ్లేప్పుడు address వెతుక్కోడానికి time waste చేయకుండా చూడవచ్చును.

ప్రతి Branch లో log in చేసిన files ఈ కింద ఇచ్చిన format లో Branch Desktop లో Excel file లో maintain చేయవలెను. File ని Desktop మీద Login Tracker పేరుతో Save చేయవలెను:
SN
Date
Name of the RO, who sourced file
Name of the Applicant
Name of the Co-Applicant
Unsecured/ LAP
Date of Appraisal
Date of Credit Committee Mtg
Loan Sanctioned/Rejected/Hold
Date of execution of Loan Documents
Date of Loan Disbursement
Instalment Due Date

Every Month updated file ని month last date న HO లో Business Head కి share చేయవలెను.
RO responsibilities మరియు Key deliverables ఈ కింద mention చేయబడ్డాయి:
1. RO తనకి allot చేసిన అన్ని villages కి సంభందించి న geography ని అర్థం చేసుకుని village లో each and every household ని కలిసి ప్రోడక్ట్ గురించి క్లియర్ గా explain చేయడం
2. Loan Terms కి ఒప్పుకున్న clients, వారు loan eligibility criteria ని fulfil చేస్తున్నట్లయితే Loan Applications collect, చేసి Branch లో maintain చేస్తున్న excel tracker లో update చేసి FINS లో upload చేయడం;
3. BM Appraisal చేయడానికి, ఏమైనా documents pending ఉన్నట్లయితే, Clients తో follow up చేసి documents collect చేయడం మరియు BM Appraisal complete అయ్యేవిధంగా BM తో follow up చేసి BM Appraisal త్వరగా అయ్యేలా చూసుకోవడం
4. Sanction అయిన loans గురించి clients కి inform చేసి Loan Documentation complete చేయడం
5. Loan Documentation complete అయిన clients కి Loan documents scanned copies HO ki share chesi Loan Disburse అయ్యే విధంగా Follow up చేయడం.
6. Instalment Due date న recovery వచ్చిందీ లేనిదీ చెక్ చేసుకుని follow up చేయడం.

9. ROs Daily Routine

ROs ప్రతి రోజూ Sharp 9am కి Branch లో report చేయవలెను. 9am నుండి 9.30am వరకు Branch లో జరిగే meeting కి attend అయి, Applicants నుండి collect చేయవలిసిన documents ఏమైనా pending ఉన్నట్లయితే, అవి note చేసుకుని, 9.30 కి Branch నుండి start అయి 10am కి village లో ఉండవలెను. 10am నుండి 1.30 వరకు loan applications source చేయవలెను. 1.30 నుండి 2pm వరకు lunch break తీసుకుని, 2pm నుండి 6pm వరకు loan sourcing లో time spend చేయాలి. RO రోజు కి minimum (కనీసం) 3 నుండి 4 నుండి నాలుగు applications ని source చేయవలెను.

8.50 to 9am	Branch లో report చేయడం
9am to 9.30.	Branch Meeting ఈ Meeting లో collect చేసిన applications కి సంభందించి, Incomplete Applications కి సంభందించి BM feedback ROs కి inform చేయడం. ROs clients కి inform చేసి cheques available గా ఉన్నట్లయితే documentation plan చేయడం
9. 35	Movement Register Update చేసి ఫీల్డ్ కి వెళ్లడం (RO తనకి allot చేసిన villages కే వెళ్లవలెను).
10am to 1.30pm	MSME Loans గురించి clients కి explain చేయడం, eligibility ఉన్న clients నుండి Applications collect చేయడం, Applications collect చేసిన clients నుండి పెండింగ్ documents collect చేయడం
1.30 to 2pm	Lunch
2pm to 4pm	Documentation / Disbursement plan చేసిన RO Branch లో report చేసి డాక్యుమెంటేషన్ complete చేయడం
4pm to 6pm	వ్యవసాయ కూలీలు ఈ time లో ఇంట్లో available గా ఉంటారు కాబట్టి, evening time లో ఈ clients ని కలవడానికి prefer చేయవలెను
6.15	Report at Branch

BM రోజుకి కనీసం 3 నుండి 4 files appraisals చేయవలెను. Loan Documentation లేని రోజు 4, loan documentation ఉన్న రోజు కనీసం 3 files appraisal చేయవలెను.

10. **Loan Appraisal:**

RO source చేసి upload చేసిన ప్రతి ఫైల్ ని two working days లో BM appraisal appraisal చేయవలెను. BM కి వెళ్ళబోయేముందు, ఏ loan అయితే appraisal చేయాలనుకుంటున్నాడో, ఆ l oan application కి సంభందించిన అన్ని documentsRO collect చేసిందీ లేనిదీ చెక్ చేసుకోవలెను.
Checklist ప్రకారం, applicant నుండి collect చేయవల్సిన అన్ని documents collect చేసిన ఫైల్స్ నే BM appraisal చేయవలెను. ఏదైనా specific document, collect చేయవల్సిన అవసరం లేనట్లయితే, FINS లో ఆ document కి against గా ఉన్న dropdown లో Not Applicable అని select చేసుకోవాలి.
Checklist ప్రకారం each and every document either upload అన్నా చేయాలి లేదా Not Applicable అని అన్నా mention చేయాలి.
FINS లో Documents upload status COMPLETE అని ఉన్న files నే BM Appraisal చేయవలెను. For example, Applicant family members లో ఏ ఒక్కరికీ income Bank లో credit కానప్పుడు, అలాగే existing loans ఏవి bank ద్వారా repayment చేయనప్పుడు మాత్రమే, bank statement mandatory కాదు.
అటువంటి file కి Bank statement పక్కన Not Applicable అని mention చేయవచ్చును . అలాగే MSME – Unsecured Loans కి Property documents, Link documents submit చేయవల్సిన అవసరం లేదు. ఈ documents పక్కన, Not Applicable అని select చేసుకోవలెను. ROs incomplete files ని login చేయకుండా అన్ని documents ఒకేసారి collect చేసి upload చేసే విధంగా BM, ROs ని train చేయాలి.

Documents incomplete గా ఉన్నfiles ని BM Appraisal చేసినప్పటికీ, HO Credit Team appraisal చేయరు కాబట్టి documents incomplete గా ఉన్న files ని appraisal చేయడం వల్ల time waste అవుతుందే తప్ప ఎలాంటి ఉపయోగం ఉండదు. చాలా cases లో ROs applicant మరియు ఇతర earning members యొక్క Bank Statements Collect చేయడం లేదు. ప్రతి client కి సంభందించి 6 months Bank statement ఖచ్చితంగా collect చేయాలి. Applicant, Co-Applicant ఇద్దరూ కూలి పని చేస్తూ వారికి Bank ద్వారా (NACH / Cheques/ECS) repay చేసే loans లేనప్పుడు మాత్రమే BankStatement పై insist చేయవల్సిన అవసరం లేదు. బ్యాంకు state met లేనప్పటికీ ఈ cases లో appraisal చేయవచ్చును. అదే Applicant కానీ Co-applicant కానీ job చేస్తూ, salary bank account లో credit అవుతున్నట్లయితే, బ్యాంకు statement లేకుండా appraisal చేయకూడదు.

Documents incomplete గా ఉన్న files ని BM Appraisal చేసినప్పటికీ, HO Credit Team appraisal చేయరు కాబట్టి documents incomplete గా ఉన్న files ని appraisal చేయడం వల్ల time waste అవుతుందే తప్ప ఎలాంటి ఉపయోగం ఉండదు. చాలా cases లో ROs applicant మరియు ఇతర earning members యొక్క Bank Statements Collect చేయడం లేదు. ప్రతి client కి సంభందించి 6 months Bank statement ఖచ్చితంగా collect చేయాలి. Applicant,CoApplicant ఇద్దరూ కూలి పని చేస్తూ వారికి Bank ద్వారా (NACH/CHCheques/ECS) repay చేసే loans లేనప్పుడు మాత్రమే BankStatement పై insist చేయవల్సిన అవసరం లేదు. బ్యాంకు statement లేనప్పటికీ ఈ cases లో appraisal చేయవచ్చును. అదే Applicant కానీ Coapplicant కానీ job చేస్తూ, salary bank account లో credit అవుతున్నా లేదా వారికి డైరీ (పాల కేంద్రం) నుండి amount bank account లో credit అవుతున్నా, బ్యాంకు statement లేకుండా appraisal చేయకూడదు. ఈ cases లో Bank statement Not Applicable అని select చేయకూడదు.

Appraisal కి BMindividual గా వెళ్ళాలే తప్ప ఎటువంటి పరిస్థితుల్లో RO ని వెంట తీసుకెళ్లకూడదు. ROs, వారికున్న time అంతా clients ని కలవడం, loan requirement ఉన్న వారిని identify చేయడం, వారికి loan product features, terms and conditions explain చేయడం, loan requirement ఉన్న వారిని identify చేసి, వారు మన terms కి ఒప్పుకున్నట్లయితే Loanapplications మరియు ఇతర documentscollect చేయడం మీదే spend చయాలే తప్ప,BM తో appraisal కి వెళ్ళకూడదు. Appraisal లోతీసుకోవాల్సిన photosBM తీసుకోవాలే తప్ప photos తీయడం కోసం RO ని వెంట తీసుకెళ్లకూడదు. BM appraisal కి వెళ్లేందుకు BM తన own vehicle use చేయాలి
తప్ప RO vehicle వాడడం లేదా RO ని drop కి pick up కి వాడడం చేయకూడదు.

RO application collect చేసే time లో Client ఇంటి దగ్గర ఉన్నప్పుడు live location client పేరుతో save చేసి BM కి whatsapp లో share చేయవలెను . BM appraisal కి వెళ్ళే ముందు applicant కి call చేసి, Appraisal time fix చేసుకోవలెను. వీలయినంతవరకు appraisal time లోfamily members కూడా ఉండే విధంగా చూసుకోవాలి. అందరూ available గా ఉన్న time లోనే Appraisal time schedule చేసుకోవలెను.

RO source చేసిన ప్రతి file maximum two working days లో BM ఖచ్చితం గా appraisal చేయవలెను. Clients available గా లేనప్పుడు మాత్రమే BM third day appraisal కి తీసుకోవచ్చును. Appraisal FIFO (First In First Out) పద్ధతి లో చేయవలెను. ముందుగా log in చేసిన ఫైల్స్ appraisal పూర్తి చేశాకే, తదుపరి date న log in చేసిన files ని appraisal చేయవలెను. FINS లో RO file log-in చేసిన ఎన్ని రోజుల్లో BM appraisal చేస్తున్నదీ track చేయబడును. RO log in చేసిన file two working days లోappraisal చేయలేకపోయినట్లయితే, ఏ reason తో appraisal చేయలేక పోయింది BM FINS లో mention చేయవలెను.

Appraisal లో ఈ కింద guidelines ఖచ్చితం గా ఫాలో కావలెను:

Appraisal లో మొదటి step, RO, client నుండి ఎన్ని రోజుల క్రితం application మరియు ఇతర documents submit చేసిందీ అడిగి తెలుసుకోవలెను. RO Application collect చేసిన same day FINS లో upload చేశాడా లేదా అనేది క్రాస్-చెక్ (cross check) చేసుకోవలెను. అలాగే, RO Client నుండి commission గాని లేదా travel expenses అని గాని , documentation expenses అని కానీ, లేదా ఏ ఇతర రూపేణా ఏమైనా amount తీసుకున్నాడా అనేది check చేయాలి. Applicati on collect చేయబోయే ముందు log in fees మాత్రమే collect చేయవలెను. MSME unsecured loan కయితే Rs.200- LAP అయితే Rs.500- Log in Fees collect చేసి receipt ఇవ్వవలెను.

Appraisal లో second step, applicant కి Own House ఉందా లేదా అనేది వెరిఫై చేయడం. BM appraisal లో భాగంగా Applicant మరియు family members నివసిస్తున్న house (own rent) ని ఖచ్చితం గా visit చేయవలెను. Applicant చూపించిన house వారిదా, కాదా అని నిర్ధారించుకోవడాని కి ముందుగా Electricity Bill / Tax Receipt, applicant లేదా family members పేరుతో ఉన్నదీ లేనిదీ check చేసుకోవలెను. ఆపై, electricity bill లో ఉన్న మీటర్ service No మరియు ఇంట్లో ఉన్న physical meter మీదున్న సర్వీస్ నెంబర్ ఒకటేనా కాదా అనేది check చేయవలెను. ఒకవేళ Applicant own house Proof గా Tax Receipt ఇచ్చినట్లయితే, ఇంటి మీద ఉన్న door నెంబర్ మరియు Tax bReceipt మీద ఉన్న డోర్ నెంబర్ మ్యాచ్ చేసుకోవాలి Tax Receipt కూడాapplicant / family members పేరుతో ఉన్నదీ లేనిదీ చెక్ చేయవలెను.

House Visit లో భాగంగా ఇంటికి అవసరమైన basicnecessities అన్నీ ఉన్నాయా లేదా అనేది చెక్ చేయాలి. At ది sa me time, income కి dis-proportionate గా lifestyle ఉందేమో కూడా చూడాలి. ఇల్లు శుభ్రంగా ఉన్నదీ లేనిదీ, ఇల్లు నీట్ గా organise చేసుకున్నారా లేదా అనేదీ చెక్ చేసుకోవలెను. ఇంట్లో ఎవరైనా చాలా రోజుల నుం డి sick అయి Bedridden అయినట్లయితే medical expenses ఎంత spend చేస్తున్నదీ తెలుసుకోవాలి.

11. **Cashflow Analysis:**

House గురించి confirm చేసుకున్నాక, next step, Applicant family income వెరిఫై చేయడం. మనం ఇచ్చే loans Applicant income ని base చేసుకుని ఇచ్చేవే కాబట్టి, ఈ విషయం పై ఎక్కువగా దృష్టి పెట్టవలెను.

Applicant కానీ లేదా family members గానీ వ్యవసాయ కూలీలుగా పని చేస్తున్నట్లయితే, వారి income consider చేయాలంటే వాళ్ళు నిజంగా పని కి వెళ్తున్నారా లేదా అనేది చెక్ చేయడం most important. వారిని కొన్ని ప్రశ్నలు అడగడం ద్వారా, వాళ్ళు నిజంగాకూలి పని చేస్తున్నదీ లేనిది నిర్ధారిం చుకోవచ్చును. ప్రస్తుతం ఏ పనులకు వెళ్తున్నారు? ఏ ఏ రైతుల దగ్గర పని చేస్తున్నారు? ఊర్లో ఏ పంటలు వేశారు? మేస్త్రి ఎవరు? ఏ time కి వెళ్తారు? ఏ టైం కి తిరిగి వస్తారు? రోజు వారి కూలి ఇస్తారా లేదా కాంట్రా క్టు basis లోచేస్తున్నారా? కూలి అయితే రోజు కూలి ఎంత ? నెలలో ఎన్ని రోజులు పని చేస్తారు? ఆదివారం పనికి వెళ్తారా లేదా? పొలానికి నడిచి వెళ్తారా లేదా రైతు transportation provide చేస్తారా? నిజంగా కూలి పనులకి వెళ్ళే వాళ్ళు ఈ ప్రశ్నలకి తముడుకోకుండా, సమాధానంచెప్తారు. వెళ్ళని వాళ్ళ దగ్గర వీటికి సమాధానాలు ఉండవు. వారి answers ని బట్టి వాళ్ళు నిజంగా కూలి పని చేస్తు న్నారా లేదా అనేది తెలుసుకోవచ్చును.

Applicant కానీ కుటుంబ సభ్యులు కానీ ఏదైనా factory లో గాని లేదా Company లో గాని work చేస్తున్నట్లైయితే , factory / Company పేరు, Owner పేరు, రోజు ఏ టైం కి డ్యూటీ కి వెళ్తారు, ఏ work చేస్తారు? payment ఎన్ని రోజులకు ఒకసారి వస్తుంది? supervisor ఎవరు? Supervisor contact నెంబర్, payment cash లో వస్తుందా లేదా account కి credit చేస్తారా, నెలలో ఎన్ని రోజులు వర్క్ చేస్తారు? ఇంటి నుండి work location కి ఎంత దూరం? ఏ విధంగా ట్రావెల్ చేస్తారు, వంటి అన్ని విషయాల్ని అడిగి తెలుసుకోవాలి. ఈ ప్రశ్నలకి వచ్చే answers ని బట్టి నిజం గా వర్క్ చేస్తున్నదీ లేనిది తెలుసుకోవచ్చును. Supervisor Contact number ఖచ్చితంగా తీసుకోవలెను మరియు appraisal report లో mention చేయవలెను.

Supervisor కి call చేసినప్పుడు మొదటగా అయన / ఆవిడ ఎక్కడ పని చేస్తున్నారు, పేరేంటి, పని చేసే company పేరేంటి వంటి విషయాలు అడగవలెను . Supervisor అదే company / factory లో పని చేస్తుంటారని assume చేసుకోకూడదు. కొన్ని సార్లు work చేయనప్పుడు, supervisor కి బదులు ఎవరిదైనా తెలిసిన వారి నెంబర్ ఇచ్చే అవకాశముంది. Applicant లేదా family members ఏదైనా business చేస్తున్నట్లయితే బిజినెస్ ని ఖచ్చితంగా visit చేయవలెను. Business visit లో భాగంగా చుట్టు పక్కల వారిని, ఈ business ఎవరిదీ, ఎంత కాలం నుండి business చేస్తున్నారు అనేది అడిగి తెలుసుకోవలెను. BM Business visit ఖచ్చింతంగా business Peak time లోనే చేయవలెను. For example applicant Tiffin centre run చేస్తున్నట్లయితే morning 9am తర్వాత visit చేస్తే business అస్సెస్స్ చేయడానికి
ఏమి ఉండదు. morning7am నుండి 8am మధ్యలోనే విసిట్చేయవలెను. Business ని visit చేసే time లో ఆ రోజు కౌంటర్ ఎంత అయిందీ verify చేయాలి. దాన్ని బట్టి డైలీ sale, monthly sale estimate చేసి, profit arrive కావలెను. Business ఏదైనా కొని అమ్మేదయితే, అన్నిటికంటే ముఖ్యంగా ఎంత స్టాక్ ఉన్నదీ చూడాలి . పక్కా bills లేకపోయినా ఖచ్చితంగా కచ్చా బిల్స్ అయినా ఉంటాయి. Purchases ని బట్టి సేల్స్ అంచనా వేయవచ్చును. Purchase Bills మరియు సేల్స్ బిల్స్ ఖచ్చితంగా verify చేయాలి మరియు వీటిని FINS loo upload చేయాలి. Daily sale ఏదో ఒక book లో note చేసుకుంటారు. ఆ book చూశాకే Sale Amount పట్ల ఒక understanding కి రావాలి. Purchases ఎన్ని రోజులకొకసారి చేస్తున్నారు , purchase చేసిన ప్రతి సారి ఎంత amount కి కొంటున్నారు వంటివి check చేయవలెను. Applicant గాని family members గాని Tea Shop run చేస్తున్నట్లయితే, రోజుకి ఎన్ని లీటర్ల పాలు కొంటున్నారనే దాన్ని బట్టి sales అంచనా వేయవచ్చును.

Peak time లో ఒక half an hour(అర గంట) లో ఎంత మంది కస్టమర్స్ వచ్చారు అనేది observe చేసి, దాన్ని బట్టి రోజుకి ఎంతమంది కస్టమర్స్ రావచ్చు, average billing per, customer ఎంతవుతుంది ఒక రోజు సేల్ మొత్తం ఎంత ఉండొచ్చు వంటివి proper గా assess చేయాలి మరియు
appraisal report లో clear గా రాయాలి. Appraisal చేసిన రోజు, ఎంత టైం షాప్ దగ్గర స్పెండ్ చేసింది, అక్కడ ఉన్నంత టైం లో ఎంతమంది కస్టమర్స్ షాప్ కి వచ్చారు వంటివి క్లియర్ గా వివరించాలి. Applicant నుండి suppliersdetails ఖచ్చితంగా collect చేయాలి. సరుకు ఎవరి దగ్గర్నుండి purchase చేస్తారు, ఎన్ని రోజులకొకసారి purchase చేస్తారు, ఒక్కొక్కసారి ఎంత బిల్ అవుతుంది వంటి వివరాల్ని collect చేసుకోవాలి. ఎవరి దగ్గర్నుండి సరుకులుకొంటున్నారో వారితో ref
check చేయడం చాలా important. Applicant ఎంత కాలం నుండి business చేస్తున్నారు , stock కొన్న ప్రతి సారి ఎంత purchase చేస్తారు, ఎన్ని రోజులకొకసారి సరుకు కొంటారు, time కి payment చేస్తారా వంటి విషయాల్ని అడిగితెలుసుకోవాలి.

Applicant family కి గేదెలు లేదా ఆవులు ద్వారా income వస్తున్నట్లయితే, cattle shed visit చేయాలి. మిల్క్ ఎవరికీ supply చేస్తున్నారు, పాల కేంద్రానికా లేదా ఇంటి చుట్టుపక్కల వారికా అనేది అడిగి తెలుసుకోవాలి. Dairy కి సప్లై చేస్తున్నట్లైయితే, పాల కేంద్రంవాళ్ళు ఇచ్చే కార్డు, bills collect చేసి appraisal
report తో upload చేయాలి. ఆలా కాకుండా ఇరుగుపొరుగు వారికి అమ్ముతున్నట్లయితే, వారి వివరాలు collect చేసుకోవాలి. గేదెల పని కుటుంబ సభ్యులే చేస్తున్నారా లేదా workers ని engage చేస్తున్నారా అనేదికూడా చెక్ చేయాలి. గేదెలు / ఆవులు ఉన్న ప్రతి ఒక్కరికి ఇంట్లో తవుడు మరియు పశువుల దాణా ఉంటుంది. House visit చేసినప్పుడు, ఇది కూడా check చేయవలెను. 4/5 గేదెలు / ఆవులు ఉన్నవారికి, పాలు తీసే utencils కూడా ప్రత్యేకంగా ఉంటాయి. ఇవన్నీఉన్నాయా లేదా అనేది house visit చేసినప్పుడు పరిశీలించాలి.

Applicant family members లో ఎవరైనా masons గా గాని, Painters గా గాని, carpenters గా గాని పని చేస్తుంటే, వారు కూలికి చేస్తున్నారా లేదా works
contract కి తీసుకుని చేస్తున్నారో అడగాలి. Wage అయితే, ఎవరి దగ్గర పని చేస్తున్నదీ అడిగితెలుసుకోవలెను. వారి contact number ని తీసుకొని appraisal

report లో mention చేయాలి. ఈ details లేకుండా HO లో Credit Manager appraisal complete చేయలేరు కాబట్టి, ఇది చాలా important. Contract basis అయితే ఎన్ని active contracts ఉన్నాయి, contracts ఇచ్చిన clients ఎవరు అనేది తెలుసుకోవాలి, అలాగే ఒక్కొక్క కాంట్రాక్టు మీద అన్ని ఖర్చులు పోను ఎంత మిగులుతుంది అనేది తెలుసుకోవాలి. Income cash రూపం లో వస్తుందా లేదా Bank Account లో credit అవుతుందా అనేది కూడా అడిగితెలుసుకోవాలి.
Applicant గాని family members లో ఎవరైనా Lorry / Truck Driver గా చేస్తున్నట్లయితే Lorry Owner details తీసుకుని, వారితో ఖచ్చితంగా మాట్లాడాలి. ఎన్ని years నుండి ఆ Owner దగ్గర పని చేస్తున్నారు ? Work కి regular గా వస్తారా? ఎంత salary ఇస్తున్నారు? ఏమైనా badhabits ఉన్నాయా వంటి విషయాల్ని అడిగి తెలుసుకోవాలి. Incase సొంత auto నడుపుతున్నట్లయితే రోజుకి ఎన్ని trips వేస్తారు? ఏయే ఊర్ల మధ్య ట్రిప్స్ వేస్తారు? ఒక ట్రిప్ లో ఎంతమంది passengerstravel చేస్తారు? రోజుకి ఎన్ని trips వేస్తారు? Diesel/ పెట్రోల్ ఖర్చులు పోను రోజుకి ఎంత మిగులుతుంది? నెలలో ఎన్ని రోజులు సెలవు తీసుకుంటారు వంటి అన్ని details అడిగి తెలుసుకోవలెను.

Residual cash correct గా assess చేయాలంటే కేవలం income మాత్రమే కాకుండా expenses కూడా correctగా estimate చేయాల్సి ఉంటుంది. House visit చేసినప్పుడు, ఇంట్లో ఉన్న Furniture ని బట్టి, cost of living estimate చేయాల్సి ఉంటుంది. Educational expenses estimate చేయడం కోసం, పిల్లలు ఎంత మంది? ఎక్కడ చదువుతున్నారు, ఎంత fees pay చేస్తున్నారు వంటి వివరాలు తెలుసుకోవాలి.

బ్రాంచ్ మేనేజర్ appraisal చేసి, applicant కి loan ఇవ్వొచ్చునా లేదా, ఒకవేళ ఇవ్వొచ్చు అయితే ఎంత ఇవ్వొచ్చు అనేది recommend చేయవలెను. BM recommend చేయని files కి కూడా appraisal report upload చేయవలెను. మనం ఇచ్చే లోన్ individual లోన్ కాబట్టి, Borrower డిఫాల్ట్ అయిన పక్షంలో మిగిలిన Borrowers నుండి ఏ విధమైన peer ప్రెషర్ expect చేయలేము కాబట్టి, appraisal చాలా జాగ్రత్తగా చేసి రైట్ డెసిషన్ తీసుకోవాల్సి ఉంటుంది. ఒక మంచి Borrower కి సంభందించి, మనం assessment correct గా చేయని కారణంగా loan reject చేస్తే జరిగే నష్టం చాలా తక్కువ. ఆలా కాకుండా eligibility లేని Borrower కి loan ఇవ్వడం వల్ల చాలా Problems face చేయాల్సి వస్తుంది. ఒక wrong decision వల్ల దాదాపు రెండేళ్ళు suffer కావాల్సి రావచ్చు. కాబట్టి appraisal చాలా జాగ్రత్తగా చేసి correct recommendation చేసే బాధ్యత BM మీద ఉంటుంది.

Applicant రెండు మూడు సార్లు follow up చేశారనో, ఇంకేదో ఇతర కారణాలతో, cashflows support చేయనప్పటికీ రాజీ పడి సరయిన నిర్ణయం తీసుకోనట్లయితే, తర్వాత చాలా ఇబ్బందుల్ని face చేయవలసి ఉంటుంది. అర్హత లేని borrower కి loan ఇవ్వడం వల్ల Borrower ని కూడా ఇబ్బంది పెట్టినట్లే అవుతుంది. ఒక wrong decision తీసుకున్నట్లైతే దాని consequences 2 years పాటు bear చేయవలసి ఉంటుంది.

Photos: Appraisal లో ఇంకొక ముఖ్యమైన activity – Photos తీసి appraisal report tho share చేయడం .
Applicant and family members తో discussion పూర్తి అయ్యాక మాత్రమే photos తీసుకోవాలి. BM appraisal కి వెళ్ళిన time లో తీసిన ఫొటోస్మాత్రమే share చేయవలెను. Applicant దగ్గర గతంలో ఎప్పుడో తీసిన ఫొటోస్ collect చేసి పంపించకూడదు. Applicant తీసి ఇచ్చిన photos BM share చేయకూడదు. Upload చేసే ప్రతి ఫోటో BM Click చేసినవి మాత్రమే అయి ఉండాలి.

ప్రతి loan application కి సంభందించి minimum 10 photos upload చేయవలసి ఉంటుంది. మొదటి photo Applicant family members తో కూడిన group ఫోటో. ఈ Photo లో Applicant family members తో పాటు BM కూడా ఉండవలెను. Applicant house ని cover చేస్తున్న photos కనీసం నాలుగు లేదా ఐదు share చేయవలెను. మొదటి photo ఇంటి over all view ని cover చేస్తున్న photo అయి ఉండాలి. ఆ తర్వాత, Hall, Bed Rooms, కిచెన్, ఇంట్లో ఉన్న furniture ని cover చేస్తూ 3 / 4 photos తీయవలెను. ఈ photos order లో arrange చేయవలెను. House కి సంభందించిన ఫొటోస్ అన్ని ఒక వరుస లో ఉండవలెను. House photos తర్వాత బిజినెస్ ఫొటోస్ పెట్టవలెను. కొంత మంది photos ఒక order లో కాకుండా జిగ్ జాగ్ గా arrange చేస్తున్నారు. మొదటి photo లో kitchen ఉంటుంది, రెండో photo

business కి సంభందించి న photo అయిఉంటుంది, మూడో photo లో sudden గా గేదెలో / ఆవులో ఉంటాయి. Photos correct order lలో ఉంటే file assess చేయడం easy అవుతుంది.

Business Photos: Applicant లేదా family members ఎవరైనా business చేస్తున్నట్లైయితే, business photos minimum 4/5 share చేయవలెను. మొదటి photo shop overall view ని కవర్ చేస్తూ తీయవలెను. Shop కి signage /name board ఉన్నట్లైయితేఫోటో లో signage cover కావలెను. Customers ని కవర్ చేసే photos, stock ని కవర్ చేసే photos, shop లో sale చేసే different products ని కవర్ చేసే ఫొటోస్ తీయవలెను.
Applicant family కి గేదెలు /ఆవులు / Sheep and Goat (గొర్రెలు మరియు మేకలు) ఉన్నట్లయితే, a photos కూడా తీయవలెను. Applicant గాని లేదా family members గాని daily wage labourers గా work చేస్తుంటే , work location లో పని చేస్తున్న photos తీయవలెను.
Ref-check

Applicant మరియు family members ని గురించిన కొన్ని విషయాలు కేవలం neighbours (ఇరుగు పొరుగు వారితో) తో ref-check ద్వారా మాత్రమే తెలుసుకోగలుగుతాం. మనం ఎంత గొప్పగా appraisal చేసినా కొన్ని విషయాలు ref check చేయకుండా తెలుసుకోలేము. Informal Sources నుండి (Money Lenders, relatives) తీసుకున్న Loans Bureau check లో report కావు. ఈ loans ఏమైనా default అయితే ఆ విషయం ఇంటి చుట్టుపక్కల వాళ్ళకే తెలుస్తుంది. Applicant family members లో ఎవరికైనాbad habits ఉన్నా, ఆదాయాన్ని మించి ఖర్చు చేసే attitude ఉన్నా, అవన్నీ ref check ద్వారా మాత్రమే తెలుసుకోగలుగుతాము. ఇంటి చుట్టుపక్కల కనీసం ఇద్దరితో, అలాగే business location దగ్గర ఇద్దరితో ref-check చేయడం వల్ల మనకి విభిన్న కోణం నుంచిfeedback తెలుస్తుంది.
Applicant family members కి బిజినెస్ ఉన్నట్లయితే, Shop చుట్టుపక్కల వారితో, Suppliers తో, customers తో ref check చేయాలి. Business ఎన్ని రోజుల నుండి నడుస్తుంది? షాప్ regular గా open చేస్తారా? ఎక్కువమంది customers వస్తారా? Customers కికావాల్సిన అన్ని products దొరుకుతాయా? దగ్గర్లో ఇంకెన్ని షాప్స్ ఉన్నాయి ? business కి competition ఎంత ఉందీ అడిగి తెలుసులోవలెను. Ref చెక్ ఎవరితో చేశారో, వారి పేరు, contact number, వారి నుండి సేకరించిన information వివరంగా రాయాలి. Applicant మరియు family members ని గురించిన కొన్ని విషయాలు కేవలం neighbours (ఇరుగుపొరుగు వారితో) తో ref-check ద్వారా మాత్రమే తెలుసుకోగలుగుతాం.

House Visit, Business Visit, photos తీయడం, Neighbours (at home అండ్ shop) తో ref check చేయడంతో Appraisal ముగుస్తుంది. Appraisal complete అయిన same day నే BM Appraisal Report, client నుండి collect చేసిన bills మరియు ఇతరdocuments, Photos upload చేయాల్సిఉంటుంది.

(e) **ROLE OF THE SERVICER**

Representations and Warranties of the Servicer

The Servicer hereby represents and warrants that:

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

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

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

In addition to the above representations, the Servicer represents, warrants and undertakes:

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

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

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

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

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

(f) for the purposes of Clause 42 of the Securitisation Directions, the Servicer shall provide such information as may be required by the PTC Holders to assess whether the Servicer has an established performance history for substantially similar credit claims or receivables as the Facilities comprising the Pool and for an appropriately long period of time.

Undertakings of the Servicer

Keertana Finserv Private Limited as the Servicer shall *inter alia*:

(a) collect, assist in and facilitate the collection of (including through its branch network), amounts constituting the Receivables and manage and deposit such amounts into the Collection and Payment Account so that such amounts may be distributed as Investor Payouts to the Investors and any payments to the Residual Beneficiary, if any, in accordance with the Waterfall Mechanism;

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

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

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

thereof, under the Servicing Agreement or in any Transaction Document;

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

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

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

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

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

(iii) in case the PTCs are listed, furnishing statements on a periodic basis in the format specified in Schedule III of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, within 7 (seven) days from the end of the month or the Payout Date, as the case may be;

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

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

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

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

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

(iii) collections from Obligors towards Overdues;

(iv) advance payments made by Obligors;

(v) aging analysis of Overdues;

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

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

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

(ix) utilisation (and reimbursement/replenishment) of the Credit Enhancement, if any; and

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

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

(l) assist an independent auditor, as may be appointed by the Trustee and at a periodicity as may be prescribed by the Trustee in performing an audit on the collections made by the Servicer;

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

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

(o) initiate, commence, institute, defend any proceedings, legal or judicial and take any and all actions (including issuing legal notices) as and when required for enforcing any of the rights of the Trustee in the Underlying Documents including the right to receive the Receivables;

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

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

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

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

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

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

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

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

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

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

(d) a moratorium or an interim moratorium is declared in respect of the Servicer under the (Indian) Insolvency and Bankruptcy Code, 2016 and any rules and regulations made thereunder;

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

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

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

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

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

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

(k) the failure of 2 (two) successive Discretionary Audits testing the ability of the Servicer to meet the standards with respect to collection standards, management, governance, internal systems and processes, and data integrity as may be required by the Trustee. The Trustee may authorise an independent entity to conduct such Discretionary Audits conducted on a quarterly basis or such other periodicity as may be prescribed by the Trustee (acting on the instructions of the Investors holding Majority Interest).

(g) **Replacement of the Servicer**

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

(A) In the event of the occurrence of one or more Servicer Event(s) of Default, the Trustee will, upon receipt of written instructions from the Investors holding Majority Interest, serve a notice upon the Servicer calling upon it to remedy such Servicer Event(s) of Default, to the extent capable of remedy in the opinion of the Trustee, within a period of 7 (seven) days from the date of occurrence, or such other time period as may be set out in such notice.

(B) If the Servicer fails to remedy the Servicer Event(s) of Default within a period of 7 (seven) days from the date of occurrence or such other time period as may be set out in aforementioned notice, all functions of the defaulting Servicer will stand transferred to such other servicer, acceptable to the Rating Agency, who may be appointed by the Trustee upon receipt of written instructions from the Investors holding Majority Interest in such Servicer's place.

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

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

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

(A) Without prejudice to Paragraph 7.3 above, the Trustee will, on receipt of a written request from the Investors holding Majority Interest, terminate the appointment of the Servicer, and appoint any other body corporate or a company which is a bank or a financial institution, acceptable to the Rating Agency and the Investors holding Majority Interest, to act as the servicer. It is hereby clarified that the Parties shall endeavour to appoint the successor/new servicer within a period of 30 (thirty) days from the date of the request from the Investors holding Majority Interest.

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

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

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

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

(iii) **Change of Servicer**

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

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

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

(iv) **Liability**

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

(h) **Semi-Annual Reports**

The Servicer shall as on the Deemed Date of Allotment and every 6 (Six) months thereafter submit a report to the Trustee (with a copy marked to the Investors) in the format required under the Securitisation Directions (specifically Annex 2 of the Securitisation Directions which is reproduced herein as **Annexure 4**).

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 Mitcon Credentia Trusteeship Services Limited under a Declaration of Trust. The SPV shall be called " Vista SME 06 2023 ". The Trust is a special purpose distinct entity within the meaning of Securitisation Listing Framework.

Objects of the Trust

The Trust has been established with the following objects:

(i) to consider the Information Memorandum prepared by the Seller for the Investors pertaining to the securitisation of the Receivables and to discuss and finalise the Information Memorandum with the Rating Agency and the Seller;

(ii) to purchase the Receivables from the Seller and utilise the Credit Enhancement for the benefit of the Investors. For this purpose, the Trustee will be empowered to execute such deeds, documents, agreements and writings as may be required to acquire the complete right, title and interest in respect of the Assigned Assets;

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

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

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

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

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

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

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

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

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

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

(xiii) to appoint the Registrar and Transfer Agent;

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

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

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

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

(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 Mitcon Credentia Trusteeship Services 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.**

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

(f) **Names, Qualification, professional experience and academic qualifications of the trustees.**

Name	Qualification	Brief

Ms. Vaishali Urkude (MD)	Post Graduate in Law(commercial laws), top ranker & gold medalist (LL.B)-Nagpur University	Rich experience of 26 years in legal, operations and compliance. She has been into the trusteeship services for more than a decade and was associated with Vistra ITCL (India) Limited managing trusteeship services across various products. Last associated with Beacon Trusteeship Limited as Whole Time Director & Chief Operating Officer and with Milestone Trusteeship Services Private Limited as Senior Vice President - Business Development & Legal where Vaishali was the key management team member in setting up entire trusteeship business. Vaishali has also worked with UCO Bank - Regional Office Mumbai and Export-Import Bank of India in legal departments and has a vast experience in legal and statutory/regulatory compliance, Default management and enforcement action.
Mr. Venkatesh Prabhu (Director)	CA, Cost Accountant	Having more than 12 years of experience in Trustee business. Winner of "40under40" Alternative Investment Professionals in India - 2019 awarded by The Indian Association of Alternative Investment Funds (IAAIF) & Association of International Wealth Management of India (AIWMI). Headed entire business development of Trustee Business across all the trusteeship products including securitization & Midoffice Head for Family Office in Vistra ITCL (India) Limited (Formerly IL&FS Trust Company Limited). Has worked for complex escrow structures with various banks and institutions along with Family office services, debentures, security Trusteeship, and allied activities. A key managerial person in setting up the entire trusteeship business from scratch and has achieved exemplary recognition in the industry.
Mr. T V Rao (Director)		Over 35 year's experience in Banking, Foreign Trade and Housing Finance Sectors with specialization in Management of Treasury, Investment and Corporate Finance Operations, Securitization and Structured Finance, product development (Reverse Mortgage etc.), Training, Research, Capacity Building and Regulation and Supervision of Housing Finance Institutions. Director on the Boards of corporates in NBFC, HFC and Manufacturing sectors.

Mr. Ram Mapari (Director)	B.Com	Ram Mapari is qualified as Bachelor of commerce and currently acting as CFO with MITCON Consultancy & Engineering Services Limited. He has more than 20 years of experience in the field of accounts and Finance.
Ms. Archana Lakhe (Director)	Company Secretary	Ms. Archana Lakhe is a Practicing Company Secretary by profession. She is having more than 18 years of experience in Corporate Laws, FEMA compliance's, Legal drafting and Secretarial Audit. She is also working with several banks as a consultant for their secretarial matters. She is running a firm in Pune which provides services to more than 100 clients.
Mr. Pankaj Deshmukh (Director)	MBA Finance	Mr. Pankaj Deshmukh is a MBA in Finance and have over 22 years of experience. He has worked with First Leasing Company of India Ltd, Centrum Finance Limited taking care of syndication of term / working capital loan, raising funds through bond / debenture issues, asset financing or money market instruments, business development, credit evaluation, financing. Mr. Deshmukh is currently working with MITCON Consultancy and Engineering Services Ltd. heading a team of 15 people developing market and preparation of DPR, TEV, LIE study reports for different organizations covering various industries, lenders
Ms. Lakshmi Arunkumar (Director)	BSc. in Physics, Management Development Program from The Wharton School	She was a in a Senior management role in key product verticals such as corporate banking, trade finance, Treasury, Structured Products, International Banking, Retail and Personal Banking. She has worked with Alternative Investment Funds, CTBC Bank, Shinhan Bank, Nagarjuna Oil Corporation Ltd as Head Treasury, State Bank of India. Her expertise is also in Credit underwriting, credit risk management, Stressed assets management and recovery under IBC

(g) **Management of the Issuer**

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

7.3 THE TRUSTEE

(a) **Primary Duties of Trustee**

Duties and Obligations of the Trustee

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

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

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

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

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

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

(A) the amount of the Receivables realised;

(B) the amount of the Receivables outstanding;

(C) the details of any Defaults;

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

(E) the details of any Prepayments; and

(F) if so required, a new Schedule III Part A (i.e., a schedule of payment of the Investor Payouts on all subsequent Payout Dates) and/or Schedule III Part B (i.e., a schedule of expected cash flows from the Facilities comprising the Pool), each adjusted for (A) the impact of Prepayments and/or Defaults on the Pool (if so required), or (B) any change in the Effective Date pursuant to the terms of the Securitisation Documents.

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

(A) ensure timely Investor Payouts;

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

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

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

(ix) The Trustee shall monitor the internal processes of the Servicer and ensure that they are designed to avoid a conflict of interest.

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

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

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

(xiii) Every rating obtained by the Trustee in relation to the PTCs shall be periodically (not later than 1 (one) year) reviewed by the Rating Agency and any revision in the rating shall be promptly disclosed by the Trustee to the recognised stock exchanges where the PTCs are listed.

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

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

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

(xvii) The Trustee shall take adequate steps for redressal of grievances of the Investors within 1 (one) month of the date of the receipt of the complaint and keep the SEBI informed about the number, nature and other particulars of the complaints received.

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

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

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

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

(xxii) The Trustee agrees that credit to demat accounts of the Investors shall be made within 2 (two) Business Days from the date of issuance of the PTCs.

(xxiii) The terms of issue of the PTCs shall not be varied without the consent of all the Investors. The Investors shall be deemed to have given their consent to any variation only if 21 (twenty one) days' notice is given to them of the proposed variation and it is approved by each Investor.

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

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

(xxvi) The Trustee shall adopt internal procedures designed to avoid conflict of interest.

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

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

(xxix) The Trustee shall intimate to the SEBI the places where the records and documents maintained under this Paragraph are kept.

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

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

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

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

(xxxiv) The Trustee shall take reasonable and due care to ensure that the funds raised through the issue of the PTCs by the Trust are in accordance with the provisions of the Securities and Exchange Board of India Act, 1992 and the Securities and Exchange Board of India (Issue and Listing of Securitised Debt Instruments and Security Receipts) Regulations, 2008.

Powers of the Trustee

Without prejudice to the generality of the powers, authorities and discretions conferred under the Securitisation Documents, the Trustee has the following powers:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(q) to execute and perform the Securitisation Documents;

(r) to keep all Underlying Documents as handed over to it by the Seller and the Securitisation Documents in safe custody for the benefit of the Investors;

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

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

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

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

(w) 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;

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

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

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

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

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

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

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

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

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

(b) **Remuneration of Trustees**

The Trustee is entitled to a fee payable on or before the Settlement Date, as mutually agreed between the Trustee and the Seller as remuneration for it providing services as the trustee of the Trust under the Trust Deed. The fee will be paid to the Trustee by the Seller as per the fee letter provided by the Trustee. The Trustee's remuneration will not be paid from the Receivables.

(c) **Resignation of the Trustee**

The Trustee may voluntarily resign from its office of Trustee hereunder at any time without assigning any reason and without being responsible for any loss or costs occasioned by such resignation. PROVIDED THAT the Trustee will have given at least 3 (three) months prior written notice to the Investors in that regard and the Investors have found a suitable trustee to replace the Trustee. Until the Investors do not find such a suitable trustee to replace the Trustee, the Trustee will not be entitled to resign from its responsibilities. In the event of such resignation from its office by the Trustee, the Trustee will forthwith return to the Investors or the Seller, as the case may be, on a pro rata basis, the remuneration received under the fees mentioned in Paragraph 4.5 for the period of services remaining. If so required by Applicable Law, the consent of the Competent Authorities (including the SEBI) shall be obtained prior to any such resignation.

(d) **Discharge of the Trustee**

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

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

In the event of termination of the services of the Trustee, the new trustee will be appointed by the Investors holding Majority Interest.

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

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

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

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

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

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

Ms. Ankita Agarwal – ICSI & ICAI, with over 12 years of post-qualification experience in handling

secretarial and compliance portfolio for the entire MITCON Group companies

7.4 REGISTRAR AND TRANSFER AGENT

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

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

7.5 COLLECTION BANK

ICICI Bank Limited acting through its branch located at Nariman Point Mumbai shall be the Collection Bank. Accordingly, the CPA shall be maintained with the Collection Bank at its branch at Nariman Point, 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, Phoenix Legal.

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

(a) the Trust Deed;

(b) the Assignment Agreement;

(c) Servicing Agreement;

(d) the Accounts Agreement

(e) this Information Memorandum;

(f) the Pass Through Certificates; and

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

8.2 STAMP DUTY

(a) **Securitisation Documents**

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

(b) **Pass Through Certificates**

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

8.3 RIGHTS IN THE CONTRACT

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

8.4 REPOSSESSION

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

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

8.5 WITHHOLDING TAXES

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

8.6 TAX DEDUCTED AT SOURCE

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

8.7 TAXATION OF TRUST

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

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

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

8.8 LEGAL STATUS OF THE TRUST

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

8.9 APPLICABILITY OF THE SECURITISATION ACT

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

8.10 NEW SECURITISATION DIRECTIONS

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 Series A1 PTCs have been given a provisional rating of A- (SO) by the Rating Agency. However, holding of the Series A1 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. Currently, the spread of COVID-19 has affected millions across the globe and has not only affected day to day lives of people but has also given a hard blow to the supply chain of factories, with trade routes being disturbed and slowing down of the industry, trade, commerce and business activities across all sectors economically. Further, the loan repayment capacity of the Borrowers may be impacted because of the factors such as pay cuts, lay-offs or complete shut-down /disruption of their businesses caused due to the COVID-19.

9.4 POTENTIAL LIABILITIES OF TRUST

There could be certain liabilities that may arise during the tenor of the Series A1 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 relacing 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 liabile 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 Series A1 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

Keertana Finserv 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 Keertana Finserv Private Limited is unable to perform its functions as a Servicer satisfactorily, the appointment of Keertana Finserv Private Limited as the Servicer may be terminated under the circumstances set out in the Assignment Agreement. In such an eventuality, the Trustee is required to appoint an alternate Servicer or to function as the back-up Servicer. The cost of servicing in that case may be recovered from the Receivables, which may cause a shortfall in the monthly Investor Payouts to Investors.

9.9 RISKS DUE TO POSSIBLE PREPAYMENTS

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

9.10 CLEAN-UP CALL

(a) Subject to Applicable Law, at any time after the residual value i.e., value of outstanding principal of the Facilities comprising the Pool, falls below the thresholds prescribed under the Securitisation Directions, the Seller will have the option to buy fully performing Facilities, exercisable by the Seller in its sole discretion ("**Clean Up Call Option**"), in accordance with the Securitisation Directions. This option may be exercised only if, at the time of exercise of the Clean Up Call Option by the Seller, the amount available under the Cash Collateral is greater than the principal balance of non-performing Facilities belonging to the Pool.

(b) Upon exercise of the Clean Up Call Option by the Seller, the price payable by the Seller will be an amount arrived at on the basis of the net present value of the outstanding amounts of such fully performing Facilities as of the date of exercising the Clean Up Call Option.

(c) It is clarified that pursuant to the Clean Up Call Option, the Seller only has an option (and not an obligation) to re-purchase the Receivables that are performing and that the Clean Up Call Option is to

be exercised in accordance with the Securitisation Directions. The Clean Up Call Option is exercisable at its sole discretion at the thresholds prescribed under the Securitisation Directions, only if, at the time of exercise of the Clean Up Call Option, the amount available under the Cash Collateral is greater than the principal balance of non-performing Facilities belonging to the Pool. Therefore, the Clean Up Call Option is not structured to avoid allocating losses to credit enhancements or positions held by the Investors or structured to provide any credit enhancements.

9.11 BANKRUPTCY

(a) **Bankruptcy of the Originator / Seller**

If Keertana Finserv Private Limited becomes subject to bankruptcy proceedings and the court or tribunal in the bankruptcy proceedings concludes that the sale from Keertana Finserv 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 Assignment Agreement provides that the Receivables collected by the Servicer are to be held by the Servicer in trust for the Trust, for the benefit of the Beneficiaries, till deposited in the Collection and Payout Account.

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

The bankruptcy of the Servicer is a ground for termination of the services of the Servicer and the Trustee (acting on the instructions of the Beneficiaries holding Majority Interest) may terminate the services of the Servicer as per the terms of the 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 Series A1 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 Keertana Finserv 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 Keertana Finserv Private Limited. If Keertana Finserv 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 Keertana Finserv 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 [INTENTIONALLY LEFT BLANK]

9.16 ACCOUNTING CONSIDERATIONS

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

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

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

9.18 INDUSTRY RISK: GENERAL ECONOMIC CONDITIONS

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

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

9.19 CURRENCY, INTEREST AND OTHER RISKS

The functional currency of the Borrower and/or the Servicer is the Indian rupee. The Borrower and/or the Servicer may be incurring expenses and sell its products and services in various countries outside India. Moreover, it may have outstanding foreign currency-denominated debt and credit facilities in a few jurisdictions. Hence, they may be sensitive to fluctuations in foreign currency exchange rates. Adverse changes 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 Series A1 PTCs.

9.20 DILUTION RISK

The Series A1 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 Series A1 PTCs.

9.21 LEGALITY OF PURCHASE

Prospective Investors will be responsible for the lawfulness of the acquisition of the Series A1 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 exclusive jurisdiction of the courts and tribunals at Mumbai, India.

10.2 TERMINATION OF THE OBLIGATION OF THE PARTIES

The respective obligations and responsibilities of the Seller, the Issuer, the Servicer and the Trustee created by the 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 Collection Bank and the Collection Bank may, after making such investigation and after calling for such information as it may consider appropriate, make payment of that monthly Investor Payout to the person entitled thereto, with or without indemnity, as may then be considered appropriate by the Collection Bank.

10.3 AMENDMENTS TO THE SECURITISATION DOCUMENTS

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

CHAPTER 11: DECLARATION

A. By the Trustee

We Mitcon Credentia Trusteeship Services Limited being the trustees of the issuer namely: Vista SME 06 2023 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 Mitcon Credentia Trusteeship Services Limited,

Trustee for Vista SME 06 2023

Authorised Signatory

Date: _____

Place: _____Mumbai_____

B. By the Originator

I, Padmaja Reddy, being the Director of the Originator namely: Keertana Finserv 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 **Keertana Finserv Private Limited**

Managing Director / CEO : __Padmaja Reddy__

Date: _____

Place: ___Hyderabad, India___

ANNEXURE 1: TERMS OF THE Series A1 PTCs

Issue Opening Date	July 17, 2023
Issue Closing Date	July 17, 2023
Deemed Date of Allotment	July 17, 2023
First Payout Date	August 17, 2023
Last Payout Date (Expected) in relation to Series A1 PTCs	December 17, 2024
Expected Maturity in relation to Series A1 PTCs	December 17, 2024
Final Maturity in relation to Series A1 PTCs	March 17, 2025
No. of Series A1 PTCs	2000
Price Per Series A1 PTC	INR 100,000 (Rupees One Lakh)
Series A1 Interest Rate/Yield	13% (thirteen percent) per annum payable monthly
Cut-off Date	June 19, 2023
Transfer Date	June 20, 2023
Expected Yield in relation to Series A1 PTCs	13% (thirteen percent) per annum payable monthly
Redemption Value per Series A1 PTC	INR 100,000 (Rupees One Lakh)

ANNEXURE 2: INVESTOR PAYOUTS

The payout schedule described below is indicative in nature and may undergo alterations as per the provisions of the Transaction Documents. Further, the amounts indicated herein are the scheduled Investor Payouts and the actual amounts to be paid to the 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 the PTCs.

Pool Cashflows*

COLLECTION START DATE	COLLECTION END DATE	PAY IN DATE	PAY OUT DATE	PRINCIPAL (in INR)	INTEREST (in INR)	CASHFLOWS (in INR)
20-Jun-23	31-Jul-23	16-Aug-23	17-Aug-23	₹ 1,05,22,148	₹ 53,48,426	₹ 1,58,70,574
01-Aug-23	31-Aug-23	16-Sep-23	17-Sep-23	₹ 1,06,05,433	₹ 52,66,967	₹ 1,58,72,400
01-Sep-23	30-Sep-23	16-Oct-23	17-Oct-23	₹ 1,08,67,182	₹ 50,05,218	₹ 1,58,72,400
01-Oct-23	31-Oct-23	16-Nov-23	17-Nov-23	₹ 1,12,88,197	₹ 45,84,203	₹ 1,58,72,400
01-Nov-23	30-Nov-23	16-Dec-23	17-Dec-23	₹ 1,14,13,992	₹ 44,58,408	₹ 1,58,72,400
01-Dec-23	31-Dec-23	16-Jan-24	17-Jan-24	₹ 1,18,30,430	₹ 40,41,970	₹ 1,58,72,400
01-Jan-24	31-Jan-24	16-Feb-24	17-Feb-24	₹ 1,19,87,682	₹ 38,84,718	₹ 1,58,72,400
01-Feb-24	29-Feb-24	16-Mar-24	17-Mar-24	₹ 1,22,83,547	₹ 35,88,853	₹ 1,58,72,400
01-Mar-24	31-Mar-24	16-Apr-24	17-Apr-24	₹ 1,27,98,693	₹ 30,73,707	₹ 1,58,72,400
01-Apr-24	30-Apr-24	16-May-24	17-May-24	₹ 1,29,02,598	₹ 29,69,802	₹ 1,58,72,400
01-May-24	31-May-24	16-Jun-24	17-Jun-24	₹ 1,33,06,571	₹ 25,65,829	₹ 1,58,72,400
01-Jun-24	30-Jun-24	16-Jul-24	17-Jul-24	₹ 1,35,49,462	₹ 23,22,938	₹ 1,58,72,400
01-Jul-24	31-Jul-24	16-Aug-24	17-Aug-24	₹ 1,39,48,022	₹ 19,24,378	₹ 1,58,72,400
01-Aug-24	31-Aug-24	16-Sep-24	17-Sep-24	₹ 1,36,49,169	₹ 16,44,281	₹ 1,52,93,450
01-Sep-24	30-Sep-24	16-Oct-24	17-Oct-24	₹ 1,31,65,537	₹ 13,07,363	₹ 1,44,72,900
01-Oct-24	31-Oct-24	16-Nov-24	17-Nov-24	₹ 1,24,96,316	₹ 9,50,684	₹ 1,34,47,000
01-Nov-24	30-Nov-24	16-Dec-24	17-Dec-24	₹ 1,06,85,157	₹ 6,73,843	₹ 1,13,59,000
01-Dec-24	31-Dec-24	16-Jan-25	17-Jan-25	₹ 82,72,861	₹ 3,96,689	₹ 86,69,550
01-Jan-25	31-Jan-25	16-Feb-25	17-Feb-25	₹ 57,30,231	₹ 2,05,319	₹ 59,35,550
01-Feb-25	28-Feb-25	16-Mar-25	17-Mar-25	₹ 25,38,429	₹ 63,371	₹ 26,01,800

** The above schedule sets out the expected payments assuming (a) the Effective Date as July 17, 2023, and (b) that there are no Prepayments and/or Defaults. In the event of any change in the Effective Date and/or any Prepayments and/or Defaults, the schedule of payments to the Investor(s) will be updated by the Trustee pursuant to the Trust Deed.*

Cashflows on Series A1 PTCs **

COLLECTION START DATE	COLLECTION END DATE	PAY IN DATE	PAY OUT DATE	PRINCIPAL (in INR)	INTEREST (in INR)	CASHFLOWS (in INR)
20-Jun-23	31-Jul-23	16-Aug-23	17-Aug-23	₹ 1,05,22,148	₹ 22,08,219	₹ 1,27,30,367
01-Aug-23	31-Aug-23	16-Sep-23	17-Sep-23	₹ 1,06,05,433	₹ 20,92,043	₹ 1,26,97,476
01-Sep-23	30-Sep-23	16-Oct-23	17-Oct-23	₹ 1,08,67,182	₹ 19,11,240	₹ 1,27,78,421
01-Oct-23	31-Oct-23	16-Nov-23	17-Nov-23	₹ 1,12,88,197	₹ 18,54,962	₹ 1,31,43,159
01-Nov-23	30-Nov-23	16-Dec-23	17-Dec-23	₹ 1,14,13,992	₹ 16,74,511	₹ 1,30,88,503
01-Dec-23	31-Dec-23	16-Jan-24	17-Jan-24	₹ 1,18,30,430	₹ 16,04,305	₹ 1,34,34,734
01-Jan-24	31-Jan-24	16-Feb-24	17-Feb-24	₹ 1,19,87,682	₹ 14,73,684	₹ 1,34,61,366
01-Feb-24	29-Feb-24	16-Mar-24	17-Mar-24	₹ 1,22,83,547	₹ 12,54,790	₹ 1,35,38,336
01-Mar-24	31-Mar-24	16-Apr-24	17-Apr-24	₹ 1,27,98,693	₹ 12,05,703	₹ 1,40,04,396
01-Apr-24	30-Apr-24	16-May-24	17-May-24	₹ 1,29,02,598	₹ 10,30,056	₹ 1,39,32,654
01-May-24	31-May-24	16-Jun-24	17-Jun-24	₹ 1,33,06,571	₹ 9,21,933	₹ 1,42,28,504
01-Jun-24	30-Jun-24	16-Jul-24	17-Jul-24	₹ 1,35,49,462	₹ 7,50,013	₹ 1,42,99,475
01-Jul-24	31-Jul-24	16-Aug-24	17-Aug-24	₹ 1,39,48,022	₹ 6,25,413	₹ 1,45,73,434
01-Aug-24	31-Aug-24	16-Sep-24	17-Sep-24	₹ 1,36,49,169	₹ 4,71,411	₹ 1,41,20,580
01-Sep-24	30-Sep-24	16-Oct-24	17-Oct-24	₹ 1,31,65,537	₹ 3,10,364	₹ 1,34,75,901
01-Oct-24	31-Oct-24	16-Nov-24	17-Nov-24	₹ 1,24,96,316	₹ 1,75,347	₹ 1,26,71,664
01-Nov-24	30-Nov-24	16-Dec-24	17-Dec-24	₹ 33,85,021	₹ 36,169	₹ 34,21,189

***The above schedule sets out the expected payments assuming (a) the Effective Date as July 17, 2023, and (b) that there are no Prepayments and/or Defaults. In the event of any change in the Effective Date and/or any Prepayments and/or Defaults, the schedule of payments to the Investor(s) will be updated by the Trustee pursuant to the Trust Deed.*

ANNEXURE 3: APPLICATION FORM

Serial No._____
Date: _____/ _____/ ___

To,
Mitcon Credentia Trusteeship Services Limited,

Registered Office: - Kubera Chambers, 1st Floor, Shivajinagar, Pune, Maharashtra - 411005, India

Acting Branch Address: - 1402/1403, Dalamal Tower, Free Press Journal Marg 211, Nariman Point, Mumbai - 400021, Maharashtra, India

Kind Attn: _____

Ref: Application for / _____/ number of PTCs

Dear Sirs,

In connection with our application for the [-] Senior A1 PTCs, we confirm that (a) we have received and reviewed a copy of the enclosed Information Memorandum ("**Information Memorandum**") relating to the said Certificates and reviewed the documents referred to therein (b) we have had the opportunity to ask question of and receive answers from Mitcon Credentia Trusteeship Services Limited, the trustee (the "**Trustee**") of Vista SME 06 2023 (the "**Trust**") concerning the [-]Certificates and all matters relating thereto and such additional information as deemed necessary by us to take the decision to apply for the [-]Certificates, and (c) we have not relied upon Trust or the Trustee or upon any information or materials prepared or furnished by Trustee or the Trust or its agents or counsel in determining whether our investment in the [-]Certificates is permissible under applicable law.

On the basis of the Information Memorandum, I/we hereby apply to you for such number of [-] Senior A1 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)

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

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

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

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

Applicants Details

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

Details Of Bank Account

Bank	
Branch	
Account No	
Nature of Account	
IFSC Code	

Dematerialisation Details

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

Tax Deduction Status: (Please Specify)

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

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

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

ACKNOWLEDGEMENT SLIP

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

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

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 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 " Vista SME 06 2023 ".

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 “Vista SME 06 2023”.

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: Vista SME 06 2023

   Account No: [-]

   Bank Details: ICICI Bank Limited

   Branch: Nariman Point , Mumbai

   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)	
		iv)	Breaches, if any, and reasons there for		
4.	Credit quality of the underlying loans	i)	Distribution of overdue loans (post securitisation)		
			a)	Percentage of loans overdue up to 30 days	
			b)	Percentage of loans overdue between 31-60 days	
			c)	Percentage of loans overdue between 61-90 days	
			d)	Percentage of loans overdue more than 90 days	
		ii)	Details of tangible security available for the		

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

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

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

ANNEXURE 6: DETAILS OF THE RECEIVABLES

(*Annexed separately*)

Pool Principal (in Rs. Cr)	22,38,41,657
Pool Cashflows (in Rs. Cr)	27,81,18,624
Number of Loans	2481
District Wise Concentration (Top 3) %	47.09%
Branch wise Concentration (Top 5) %	33.33%
Top State Concentration%	85.82%
Wt. Avg. Original Tenor (months)	23.86
Wt. Avg. Seasoning (months)	6.17
Wt. Avg. Balance Tenure (months)	17.69
Wt. Avg. IRR (in %)	29.07

A. State wise Pool Cuts

State Wise	Principal O/s	Interest O/s	Cashflows O/s	Principal O/s (%)
Andhra Pradesh	19,21,01,034	4,62,59,480	23,83,60,514	85.82%
Karnataka	2,02,18,572	51,40,419	2,53,58,991	9.03%
Pondicherry	67,22,397	17,14,443	84,36,840	3.00%
Tamil Nadu	47,99,655	11,62,625	59,62,280	2.14%
Grand Total	**22,38,41,657**	**5,42,76,967**	**27,81,18,624**	**100.00%**

B. District wise Pool Cuts

District Wise	Principal O/s	Interest O/s	Cashflows O/s	Principal O/s (%)
Chittoor	4,26,86,016	1,03,17,529	5,30,03,545	19.07%
East Godavari	3,28,43,105	77,71,602	4,06,14,706	14.67%
Kakinada	2,98,81,835	71,30,195	3,70,12,030	13.35%
Sri Sathya Sai	2,03,83,224	48,99,952	2,52,83,176	9.11%
Anakapalle	1,13,68,918	26,68,006	1,40,36,925	5.08%
Tumkur	1,10,20,603	26,91,278	1,37,11,882	4.92%
Annamayya	1,07,99,999	25,29,870	1,33,29,869	4.82%
Bapatla	1,03,56,663	26,78,040	1,30,34,702	4.63%
Anantapur	96,14,465	23,37,846	1,19,52,310	4.30%
Kolar	91,97,968	24,49,141	1,16,47,109	4.11%

Dr. B.R. Ambedkar Konaseema	73,43,809	17,56,791	91,00,600	3.28%
Guntur	67,67,016	17,48,934	85,15,950	3.02%
Yanam	67,22,397	17,14,443	84,36,840	3.00%
West Godavari	58,29,183	13,41,467	71,70,650	2.60%
Palnadu	39,96,126	10,14,924	50,11,050	1.79%
Vellore	30,75,277	7,62,245	38,37,522	1.37%
Tiruvannamalai	17,24,378	4,00,380	21,24,758	0.77%
Prakasam	2,30,676	64,324	2,95,000	0.10%
Grand Total	**22,38,41,657**	**5,42,76,967**	**27,81,18,624**	**100.00%**

C. Concentration of Top- 20 Branches in the Pool

Branch wise	Principal O/s	Interest O/s	Cashflows O/s	Principal O/s (%)
Hindupur_MSME	2,03,83,224	4899951.55	25283175.7	9.11%
Samarlakota_MSME	1,57,75,135	3769800.5	19544935.03	7.05%
Punganur_MSME	1,38,91,521	3192714.85	17084236.17	6.21%
Chittoor_MSME	1,31,06,319	3242481.42	16348799.99	5.86%
Palamaner_MSME	1,14,60,445	2817314.21	14277758.96	5.12%
Madanapalle_MSME	1,07,99,999	2529870.34	13329869.06	4.82%
Rajanagaram_MSME	99,15,730	2328764.39	12244493.89	4.43%
Rajahmundry_MSME	98,21,897	2303254.72	12125151.62	4.39%
Anantapur_MSME	96,14,465	2337845.77	11952310.36	4.30%
Narsipatnam_MSME	85,40,641	1945733.75	10486374.55	3.82%
Annavaram_MSME	76,72,663	1806487.2	9479150.1	3.43%
Bangarpet_MSME	73,22,119	1939389.93	9261509.08	3.27%
Gokavaram_MSME	69,42,032	1659540.67	8601572.2	3.10%
Yanam_MSME	67,22,397	1714442.72	8436839.57	3.00%
Tuni_MSME	64,34,038	1553907.49	7987945.13	2.87%
Amalapuram_MSME	64,23,920	1511330.37	7935249.98	2.87%
Nidadavolu_MSME	61,63,447	1480041.8	7643488.77	2.75%
Palakollu_MSME	56,45,424	1290225.96	6935650	2.52%
Madhugiri_MSME	55,82,861	1418598.47	7001459.09	2.49%
Pavagada_MSME	54,37,743	1272679.72	6710422.57	2.43%

D. Seasoning Wise Pool Cuts

Seasoning	Principal O/s	Interest O/s	Cashflows O/s	Principal O/s (%)
4	4,14,50,771	1,14,48,534	5,28,99,305	18.52%
5	5,48,25,822	1,38,69,717	6,86,95,539	24.49%
6	3,94,99,819	97,11,626	4,92,11,446	17.65%
7	3,71,07,423	86,11,698	4,57,19,121	16.58%

8	2,74,20,700	59,87,093	3,34,07,793	12.25%
9	1,27,73,305	26,15,139	1,53,88,444	5.71%
10	89,20,635	17,05,455	1,06,26,090	3.99%
11	18,43,183	3,27,704	21,70,887	0.82%
Grand Total	**22,38,41,657**	**5,42,76,967**	**27,81,18,624**	**100.00%**

E. Balance Tenure wise Pool Cuts

Balance /Residual Tenure	Principal O/s	Interest O/s	Cashflows O/s	Principal O/s (%)
13	63,90,162	11,36,075	75,26,237	2.85%
14	96,44,487	18,44,003	1,14,88,490	4.31%
15	1,27,73,305	26,15,139	1,53,88,444	5.71%
16	2,74,20,700	59,87,093	3,34,07,793	12.25%
17	3,71,07,423	86,11,698	4,57,19,121	16.58%
18	3,94,99,819	97,11,626	4,92,11,446	17.65%
19	5,02,78,842	1,30,61,346	6,33,40,189	22.46%
20	4,07,26,919	1,13,09,986	5,20,36,905	18.19%
Grand Total	**22,38,41,657**	**5,42,76,967**	**27,81,18,624**	**100.00%**

ANNEXURE 7: FORMAT OF THE MONTHLY REPORT

The report to be submitted by the Servicer will, *inter alia*, contain:

(a) Client ID

(b) Loan ID

(c) Number of installments remaining

(d) Principal outstanding beginning of the relevant Collection Period

(e) Principal due during the relevant Collection Period

(f) Principal paid during the relevant Collection Period

(g) Principal overdue

(h) Number of days overdue

(i) Current principal outstanding

(j) Interest outstanding beginning of the relevant Collection Period

(k) Interest due during the relevant Collection Period

(l) Interest paid during the relevant Collection Period

(m) Interest overdue

(n) Number of days overdue

(o) Current interest outstanding

(p) Prepayments during the relevant Collection Period