

September 16, 2022

To
BSE Limited
Phiroze Jeejeebhoy Towers
Dalal Street
Mumbai- 400001
Scrip code: 541770

National Stock Exchange of India Limited
The Exchange Plaza
Bandra Kurla Complex, Bandra (East)
Mumbai 400051
Scrip code: CREDITACC

Dear Sir/Madam,

Sub.: Intimation under Regulations 30 (read with Part A of Schedule III) of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 (the "Listing Regulations") - Issuance of Non-Convertible Debentures (NCDs)

In accordance with provisions of the Listing Regulations, we hereby inform that the Executive, Borrowings and Investment Committee of the Board of Directors of the Company, in its meeting held today, i. e. Friday, September 16, 2022, has considered and approved the terms and conditions for issuance of 600 (six hundred) senior, secured, rated, listed, redeemable, taxable, transferable, principal protected market linked non-convertible debentures denominated in INR, each having a face value of INR 10,00,000 (Indian Rupees Ten Lakh) and an aggregate face value of INR 60,00,00,000 (Indian Rupees Sixty Crore).

Further, the details required to be disclosed as per the SEBI circular number CIR/CFD/CMD/4/2015 dated September 09, 2015 are provided as Annexure A below.

Please take this intimation on record.

Thanking you,

Yours' Truly
For CreditAccess Grameen Limited

M. J Mahadev Prakash
Head- Compliance, Legal & Company Secretary

Encl.: As above

Annexure A

Facility	Senior, secured, rated, listed, redeemable, taxable, transferable, principal protected market linked non-convertible debentures.
Size of the issue	600 (six hundred) senior, secured, rated, listed, redeemable, taxable, transferable, principal protected market linked non-convertible debentures denominated in INR, each having a face value of INR 10,00,000 (Indian Rupees Ten Lakh) and an aggregate face value of INR 60,00,00,000 (Indian Rupees Sixty Crore) (" Debentures ").
Whether proposed to be listed? If yes, name of the stock exchange(s)	The Debentures are proposed to be listed on the wholesale debt market segment (WDM) of BSE Limited within four working days from the Deemed Date of Allotment (as defined below).
Date of allotment	The Debentures are proposed to be allotted on September 27, 2022 (" Deemed Date of Allotment ").
Tenure	27 (twenty-seven) months from the Deemed Date of Allotment.
Date of Maturity	The Debentures shall be redeemed on the date occurring on the expiry of 27 (twenty-seven) months from the Deemed Date of Allotment (being December 27, 2024) (" Final Redemption Date ").
Coupon/interest offered, schedule of payment of coupon/interest and principal;	<p>INTEREST ON DEBENTURES</p> <p>The Interest Amounts (as defined below) shall accrue and be payable by the Company to the relevant holders of the Debenture on the Final Redemption Date in accordance with the debenture trust deed executed/to be executed between the Company and the debenture trustee ("DTD"). The interest payable on the Debentures shall be subject to step-up in accordance with the terms of the DTD.</p> <p>For the purposes of the above, the following terms have the following meanings:</p> <p>"Annualised Interest Rate" or "Annualised Coupon Rate" means:</p> <p>(a) 8.50% (eight decimal five zero percent) (XIRR), if the Reference Index Yield is less than or equal to 18% (eighteen percent); and/or</p> <p>(b) 8.45% (eight decimal four five percent) (XIRR), if the</p>

	<p>Reference Index Yield is greater than 18% (eighteen percent) but less than or equal to 24% (twenty four percent); and/or</p> <p>(c) 0% (zero percent) (XIRR), if the Reference Index Yield is greater than 24% (twenty four percent).</p> <p>"Digital Level" means, as on the date of observation and at the time of observation, the yield of the Reference Index.</p> <p>"Final Fixing Date" means:</p> <p>(a) if the Debentures are being redeemed on the Final Redemption Date, the date occurring 1 (one) calendar month prior to the Final Redemption Date; or</p> <p>(b) if the Debentures are being redeemed on any date other than in accordance (a) above, the date occurring 1 (one) calendar month prior to any date on which a redemption payment in respect of the Debentures is required to be made in accordance with terms of the DTD.</p> <p>PROVIDED THAT if such date is not a business day, the immediately preceding business day would be deemed to be the Final Fixing Date.</p> <p>"Final Fixing Level" means the official closing level/price of the Reference Index on the Final Fixing Date (determined in accordance with the Digital Level).</p> <p>"Interest Amounts" or "Coupon Amounts" means, for redemption/premature redemption of Debentures in accordance with the DTD, in respect of any Debenture, the interest or the coupon payable on such Debenture, determined as follows:</p> $IA = OPA * [(1 + \text{Annualised Interest Rate})^{(\text{Tenor in Days}/365)} - 1]$ <p>where:</p> <p>(a) "IA" is the Interest Amounts;</p>
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	<p>(b) "OPA" is the Outstanding Principal Amounts in respect of such Debenture; and</p> <p>(c) "Tenor in Days" means the period between the Deemed Date of Allotment and the date on which the Debentures are to be redeemed in accordance with the DTD, determined in days.</p> <p>"Reference Index" means the 6.54% GS 2032 having ISIN IN0020210244 and maturing on January 17, 2032, as published by Financial Benchmarks India Private Limited (available at www.fbil.org.in).</p> <p>"Reference Index Yield" means the yield of the Reference Index on the Final Fixing Date (determined in accordance with the Digital Level).</p> <p>"XIRR" means the internal rate of return calculated using the XIRR function in Microsoft Excel software.</p> <p>REDEMPTION</p> <p>The Debentures shall be fully redeemed on a <i>pari-passu</i> basis by the Company by making the payment of the outstanding principal amounts in respect of the Debentures ("Outstanding Principal Amounts") on the Final Redemption Date in accordance with the DTD.</p>
<p>Charge/security, if any, created over the assets;</p>	<p>(a) The Debentures shall be secured on or prior to the Deemed Date of Allotment by way of (i) a first ranking exclusive and continuing charge to be created pursuant to an unattested deed of hypothecation ("Deed of Hypothecation"), executed or to be executed and delivered by the Company in a form acceptable to the debenture trustee ("Debenture Trustee") over certain identified book debts/loan receivables of the Company as described therein (the "Hypothecated Assets"), and (ii) such other security interest or contractual comfort as may be agreed between the Company and the Debenture Holders.</p> <p>(b) The charge over the Hypothecated Assets shall at all times be at least 1.10 (one decimal one zero) times ("Security Cover") the value of Outstanding Principal Amounts together with any Interest Amounts (including</p>

	<p>any accrued but unpaid/uncrystallised Interest Amounts), additional interest, costs, fees, charges, and other amounts payable by the Company in respect of the Debentures.</p> <p>It is clarified that for the purposes of determining the Security Cover, the Annualised Interest Rate (for the purposes of calculating the accrued Interest Amounts) shall be assumed to be 8.50% (eight decimal five zero percent) (XIRR).</p>
Special right/interest/privileges attached to the instrument and changes thereof;	None. The rights/interests/privileges are set out in the DTD and the other transaction documents executed in respect of the Debentures.
Delay in payment of interest / principal amount for a period of more than three months from the due date or default in payment of interest / principal;	<p>(a) The Company shall pay additional interest at 2% (two percent) per annum over the Annualised Interest Rate in respect of the Debentures on the Outstanding Principal Amounts from the date of the occurrence of a payment default until such payment default is cured or the secured obligations in respect of the Debentures are repaid.</p> <p>(b) The Company shall pay additional interest at 2% (two percent) per annum over the Annualised Interest Rate in respect of the Debentures on the Outstanding Principal Amounts from the date of the occurrence of any breach of any covenants (including any financial covenants) set out in the DTD or the other transaction documents (other than a payment default) until such breach is cured or the secured obligations in respect of the Debentures are repaid.</p> <p>(c) Any additional/default interest payable by the Company in accordance with any provision of the DTD or any other transaction document shall be in addition to and independent of any additional/default interest payable by the Company in accordance with any other provision of the DTD or any other transaction document.</p>
Details of any letter or comments regarding payment/non-payment of interest, principal on due dates, or any other matter concerning the security and /or the assets	Not applicable.

along with its comments thereon, if any;	
details of redemption of preference shares indicating the manner of redemption (whether out of profits or out of fresh issue) and debentures	The Debentures shall be redeemed at par by the Company by making the payment of the outstanding principal amounts in respect of the Debentures on the Final Redemption Date in accordance with the DTD.