



VERITAS FINANCE PRIVATE LIMITED

CIN: U65923TN2015PTC100328

SKCL CENTRAL SQUARE 1, SOUTH WING, 1ST FLOOR, UNIT  
C#28-35, CIPET ROAD, THIRU VI KA INDUSTRIAL ESTATE,  
GUINDY, CHENNAI – 600032

TEL: 044 46150011 WEB: [www.veritasfin.in](http://www.veritasfin.in)

05.08.2020

**The Managing Director**

National Securities Depository Limited  
Trade World, 4<sup>th</sup> Floor, Kamala Mills Compound  
Senapati Bapat Marg, Lower Parel,  
Mumbai – 400013

Dear Sir,

**Sub: Allotment of Series 9B Non-convertible Debentures**

**Ref: ISIN No : INE448U07109**

We hereby apply for the allotment of Series 9B Non-convertible Debentures. In this regard please find enclosed the following:

1. Corporate Action Information Form.
2. Certified true copy of Board Resolution approving the issue of shares.
3. Certified true copy of Board Resolution approving the allotment of shares.
4. List of Allottees.
5. Certified true copy of PAS-3 and Challan.
6. Payment details towards Corporate Action Fee.

Kindly acknowledge receipt.

Thanking you.

Yours truly,

For Veritas Finance Private Limited

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N. A. Madhavi  
Company Secretary & Compliance Officer

Enclosed: As above



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## CORPORATE ACTION INFORMATION FORM

(For Debt instruments - Allotment)

Date: 05.08.2020

To,  
Vice President  
National Securities Depository Limited  
Trade World, A Wing  
Kamala Mills Compound, Lower Parel  
Mumbai – 400013.

We wish to execute corporate action to **credit** the following securities to the accounts in NSDL. The details of the securities allotted are given below:

ISIN	INE448U07109
Security Description	Series 9B 9.50% Secured, Rated, Listed, Redeemable, Non-Convertible, Taxable Bond in the nature of Debentures
Allotment Date	05.08.2020
Face Value per security	Rs. 10,00,000/-
Distinctive Numbers	Not applicable
Whether this issue is placed through Electronic Book Provider (EBP) Mechanism	(Yes/No)
If through EBP, name of Electronic Book Provider	N.A
Funds Settlement (Tick any one as applicable)	<input type="checkbox"/> Through Clearing corporation <input checked="" type="checkbox"/> Through Issuer's Escrow Bank
If through Clearing Corporation, name of clearing corporation	N.A

<i>Allotment Details</i>	<i>No. of records</i>	<i>No. of Securities (Quantity)</i>
Electronic Form – NSDL	1	200
Electronic Form – CDSL		
Physical Form		
<b>Total Allotted</b>	<b>1</b>	<b>200</b>



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I, N.A Madhavi, Company Secretary & Compliance officer of Veritas Finance Private Limited declare that: we have obtained all the necessary approvals for the aforesaid issue of securities and are in compliance with all the applicable rules and regulations. The allotment is in terms of Board Resolution dated 05.08.2020 (*copy enclosed*).

Signature :

**FOR VERITAS FINANCE PRIVATE LIMITED**

A handwritten signature in blue ink, appearing to read 'N.A. Madhavi', with a horizontal line underneath.

**COMPANY SECRETARY & COMPLIANCE OFFICER**



VERITAS FINANCE PRIVATE LIMITED

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*Annexure A*

Date: 05.08.2020

To,  
**The Managing Director,**  
National Securities Depository Limited.  
Trade World, 4<sup>th</sup> floor,  
Kamala Mills Compound,  
Senapati Bapat Marg,  
Lower Parel,  
Mumbai - 400 013

Dear Sir,

We intend to issue securities under existing ISIN as per details given below. We hereby declare that there is no modification in terms or structure of the issue viz. change in terms of payment, change in interest pay-out frequency etc. and are pari passu with the bonds / debentures under the following ISIN wherein the new securities being issued.

**Details of current issue:**

ISIN	INE448U07109
Date of Allotment (in DD-MM-YYYY)	05-08-2020
Date of Maturity (in DD-MM-YYYY)	05-02-2022
Allotment Quantity	200
Issue Price (in Rs.)	Rs.10,00,000/-
Face Value (in Rs.)	Rs.10,00,000/-
Issue Size (in Rs. Crs.)	Rs. 20 Crores
Certificate Nos./Distinctive Nos. (From – To)	Not Applicable

**Issuance history under the aforesaid ISIN (including current issue):**

Sr. No.	Date of Allotment	Allotment Quantity	Cumulative Quantity	Issue Price (in Rs.)	Issue Size (in Rs. Crs.)	Cumulative Issue Size (in Rs. Crs.)
1.	05-08-2020	200	200	Rs.10,00,000/-	Rs.20 Crores	Rs.20 Crores

**For Veritas Finance Private Limited**

**Name: N.A Madhavi**

**Designation: Company Secretary & Compliance Officer**

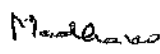
**EXTRACTS OF RESOLUTION PASSED IN THE BOARD MEETING OF M/S. VERITAS FINANCE PRIVATE LIMITED HELD AT THE REGISTERED OFFICE OF THE COMPANY AT SKCL CENTRAL SQUARE 1, SOUTH WING, 1ST FLOOR, UNIT # C28-C35, CIPET ROAD, THIRU VI KA INDUSTRIAL ESTATE, GUINDY, CHENNAI – 600032 ON WEDNESDAY, THE 15<sup>TH</sup> DAY OF JULY 2020 AT 11:45 A.M**

**“RESOLVED THAT** pursuant to the provisions of Section 179, Section 71, Section 42 of the Companies Act, 2013 read with the Companies (Prospectus and Allotment of Securities) Rules, 2014 and all other applicable provisions, if any, of the Companies Act, 2013 (the “Act”) and Securities and Exchange Board of India (Issue and Listing of Debt Securities) Regulations 2008, Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations 2015, other applicable SEBI Regulations, the Memorandum and Articles of Association of the Company, the Securities Contracts (Regulation) Act, 1956, RBI Regulations on issue of Non-Convertible Debentures, Listing agreement to be entered into by the company with Bombay Stock Exchange (BSE) and/or National Stock Exchange (NSE) and other applicable laws, if any and such other approvals, permissions and sanctions as may be necessary and subject to such conditions and modifications as may be prescribed while granting such consent, approvals, permissions and sanctions by any of the aforesaid authorities, and within the overall issuance of NCDs as approved by the shareholders of the Company under Section 42 of the Companies Act, 2013 vide its resolution dated 08.07.2020 for debentures of Rs.600,00,00,000/- (Rupees Six Hundred Crores only), the consent of the Board of Directors (hereinafter referred to as the “Board”) of the Company be and hereby accorded to offer/ issue of redeemable non-convertible debt securities in the form of secured /unsecured and / or subordinate debts (hereinafter referred to as the “NCDs”) through “private placement issue” in one of or more series /tranches, upto maximum limit of Rs. 195,00,00,000 (One Hundred and Ninety Five Crores only) upon such terms and conditions may be agreed with the debenture-holders/Investors, subject to due compliance with NHB/ RBI Directions to the extent applicable and also any other law, rules, directions issued by any other regulatory authorities, in this regard.

**RESOLVED FURTHER THAT** Mr. D. Arulmany, MD & CEO be and is hereby authorized to:

- Accept the term sheet for issue of Non – Convertible Debentures (NCD)
- To approve creation of security for the Debentures as may be approved by the shareholders.

For Veritas Finance Private Limited

  
Company Secretary

**RESOLVED FURTHER THAT** Mr. D. Arulmany, Managing Director & CEO and Ms. N. A. Madhavi, Company Secretary & Compliance Officer, be and are hereby severally authorized to negotiate, finalise and execute or ratify, on behalf of the Company, the Debenture Trustee Agreement for the appointment of the Debenture Trustee and the Debenture Trust Deed setting out *inter alia* the terms upon which the Debentures are being issued and the necessary security documents in favour of Catalyst Trusteeship Limited including in particular the Deed of Hypothecation to do all such acts, deeds and things as may be necessary or expedient to implement this resolution and to do and execute all acts and deeds as may be required by the Debenture Trustee in connection with the aforesaid.

**RESOLVED FURTHER THAT** the Company be and is hereby authorised to execute and issue the Private Placement Offer cum Application Letter and Mr. D. Arulmany Managing Director & CEO and Ms. N. A. Madhavi, Company Secretary & Compliance Officer, be and are hereby severally authorized to finalise and execute the Private Placement Offer cum Application Letter on behalf of the Company.

**RESOLVED FURTHER THAT** the Company be and is hereby authorised obtain listing of the Debentures on the WDM segment of the Bombay Stock Exchange of India Limited ("BSE") under the Securities and Exchange Board of India (Issue and Listing of Debt Securities) Regulations, 2008 (the "Listing Regulations") and to do all such acts, deeds and things and execute or ratify such documents, papers and writings as may be necessary for the purpose.

**RESOLVED FURTHER THAT** Mr. D. Arulmany, Managing Director & CEO and Ms. N. A. Madhavi, Company Secretary & Compliance Officer, be and are hereby severally authorized to:

- execute necessary documents for obtaining credit rating,
- appoint and enter into arrangements with debenture trustees, registrars, depository and such other entities as may be deemed fit, on such terms and conditions as may be deemed fit,
- make such application(s) for listing the Secured Redeemable Non-convertible Debentures, in the Wholesale Debt Market of a Stock Exchange (BSE/NSE) and do all such acts, deeds and things as may be necessary or desirable in connection with the listing including in particular making applications to and liaising with the concerned authorities including BSE and the Securities and Exchange Board of India and negotiating finalising and executing or ratifying such documents, papers and writings including the Listing Agreement as may be necessary for the purpose.

- file the disclosure requirements as per SEBI (Issue and Listing of Debt Securities) Regulations, 2008 with a Stock Exchange (BSE/NSE)
- execute necessary documents in connection with subscription of debentures and application to Depository (NSDL / CDSL),
- Issue Letters of Allotment/Debenture Certificates in physical or demat form in favour of debenture holders,
- to pay applicable stamp duty at the time of each allotment, to make necessary filings with Registrar of Companies and such other statutory and regulatory authorities as may be necessary and make necessary entries in the statutory registers.
- to do all such acts, deeds, things and execute or ratify all such documents whatsoever as may be required in connection with the issue of the Debentures including without limitation the opening of bank accounts, opening of demat accounts, appointment of legal counsel, the registrar to the issue, the rating agency and other advisors as may be required and making payment of their fees.
- to do all such acts, deeds and things as may be necessary in connection with the issue and allotment of Debentures.

**RESOLVED FURTHER THAT** a Certified True Copy of this resolution be furnished as required under the signature of the MD & CEO or Company Secretary of the Company to anyone concerned or interested in this matter”.

**/CERTIFIED TRUE COPY/**

For Veritas Finance Private Limited

  
Company Secretary



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**EXTRACT OF CIRCULAR RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF M/S. VERITAS FINANCE PRIVATE LIMITED HAVING ITS REGISTERED OFFICE AT SKCL CENTRAL SQUARE 1, SOUTH WING, 1ST FLOOR, UNIT # C28-C35, CIPET ROAD, THIRU VI KA INDUSTRIAL ESTATE, GUINDY, CHENNAI – 600032 ON WEDNESDAY, THE 05<sup>th</sup> DAY OF AUGUST 2020**

**RESOLVED THAT** 200 (Two Hundred) Secured Rated Listed Redeemable Non-Convertible Debentures bearing a face value of Rs.10,00,000/- each, aggregating upto Rs. 20,00,00,000/- (Rupees Twenty Crores only (“**Debentures**”) bearing distinctive numbers from [1] to [200] (both inclusive) be and are hereby allotted to the identified persons specified below (the “**Allottees**” / “**Identified Persons**”) on the terms and conditions set out in the Shelf Disclosure document read along with Issue Addendum dated August 05, 2020 in respect of the Debentures;

No. of debentures	Face value	Maturity date	Debenture holders / Allottees / Identified Persons
200	10,00,000/-	February 05, 2022	State Bank of India

**RESOLVED FURTHER THAT** the Company be and is hereby authorised to enter the names of the Allottees in the Register of Debenture Holders of the Company as the holders of the Debentures and Mr. D. Arulmany, MD & CEO (DIN: 00009981) and Ms. N. A. Madhavi, Company Secretary & Compliance Officer of the Company be and are hereby severally authorised to enter the name of the Allottees in the Register of Debenture Holders of the Company.

**RESOLVED FURTHER THAT** Mr. D. Arulmany, MD & CEO (DIN: 00009981) and Ms. N.A. Madhavi, Company Secretary & Compliance Officer of the Company, be and are hereby severally authorised to execute and issue, the debenture certificates, and to do all such acts, deeds and things and execute all such documents in relation thereto, as may be required for execution and issuance of debenture certificates and to do all other acts, deeds and things in connection with the allotment of the Debentures or which may be necessary or expedient to implement this resolution

**/CERTIFIED TRUE COPY/**

**FOR VERITAS FINANCE PRIVATE LIMITED**

**COMPANY SECRETARY**





VERITAS FINANCE PRIVATE LIMITED

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**Name of the Company:** Veritas Finance Private Limited

**ISIN:** INE448U07109

Sr No	DP ID	CLIENT ID	Name of the holders (First Holder / Second Holder / Third Holder)	No of debentures
1	IN303786	10000023	State Bank of India	200

**FOR VERITAS FINANCE PRIVATE LIMITED**

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**COMPANY SECRETARY & COMPLIANCE OFFICER**

# ISSUE ADDENDUM



A private limited company incorporated under the Companies Act, 2013

**Date of Incorporation:** April 30, 2015; **CIN:** U65923TN2015PTC100328

**Registered Office:** SKCL Central Square 1, South Wing Unit # C28 - C35 CIPET Road, Thiru Vi Ka Industrial Estate, Guindy Chennai - 600032

This Issue Addendum to Shelf Disclosure Document is issued in terms of and pursuant to the Shelf Disclosure Document dated July 15, 2020. All the terms, conditions and information as stipulated in the Shelf Disclosure Document are incorporated herein by reference as if the same were set out herein. Investors are advised to refer to the same. This Issue Addendum to the Shelf Disclosure Document must be read in conjunction with the Shelf /Disclosure Document.

This Issue Addendum is dated August 5, 2020

## Broad terms of the Issue

Security Name	09.50% Secured Senior Rated Listed Redeemable Non-Convertible Debentures
Issuer	Veritas Finance Private Limited (VFPL/Veritas/Issuer/ Company)
Issue Size	Up to Rs. 20 crores (Rupees Twenty Crore Only)
Series	Series 9B
Option to retain oversubscription	Nil
Type of Instrument	Secured, Redeemable, Non-Convertible, Rated, Listed, Taxable Bonds in the nature of Debentures ("Bonds"/"Debentures")
Nature of Instrument	Secured
Issuance Mode	In Demat mode only
Trading Mode	In Demat mode only
Objects of the Issue	<p>The proceeds of the Debentures shall be utilised by the Company for the purpose of onward lending to MSME borrowers/to meet liquidity mismatch arising due to Covid 19 situation</p> <p>Issue proceeds will not be used for acquisition of land or for investing in Capital Markets or for the following purposes which are not eligible for bank finance:</p> <ol style="list-style-type: none"> <li>1. Bills discounted / rediscounted by the Issuer - except for rediscounting of bills discounted by NBFCs arising from sale of - <ol style="list-style-type: none"> <li>(a) commercial vehicles (including light commercial vehicles), and</li> <li>(b) two wheeler and three wheeler vehicles, subject to the following conditions : <ul style="list-style-type: none"> <li>• the bills should have been drawn by the manufacturer on dealers only;</li> <li>• the bills should represent genuine sale transactions as may be ascertained from the chassis / engine number; and</li> <li>• before rediscounting the bills, banks should satisfy themselves about the bona fides and track record of NBFCs which have discounted the bills.</li> </ul> </li> </ol> </li> <li>2. Investments of the Issuer both of current and long-term nature, in any company / entity by way of shares, debentures.</li> <li>3. Unsecured loans / inter-corporate deposits by the Issuer to / in any company.</li> <li>4. All types of loans and advances by the Issuer to their subsidiaries, group companies / entities.</li> <li>5. Further lending to individuals for subscribing to Initial Public Offerings (IPOs) and for purchase of shares from secondary market.</li> </ol>
Utilization of Issue Proceeds	The proceeds of the Debentures shall be utilised by the Company for the purpose of onward lending to MSME borrowers/to meet liquidity mismatch arising due to Covid 19 situation

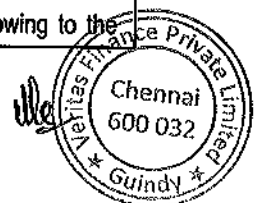
	<p>situation</p> <p>Issue proceeds will not be used for acquisition of land or for investing in Capital Markets or for the following purposes which are not eligible for bank finance:</p> <ol style="list-style-type: none"> <li>1. Bills discounted / rediscounted by the Issuer - except for rediscounting of bills discounted by NBFCs arising from sale of -             <ol style="list-style-type: none"> <li>(a) commercial vehicles (including light commercial vehicles), and</li> <li>(b) two wheeler and three wheeler vehicles, subject to the following conditions :                 <ul style="list-style-type: none"> <li>• the bills should have been drawn by the manufacturer on dealers only;</li> <li>• the bills should represent genuine sale transactions as may be ascertained from the chassis / engine number; and</li> <li>• before rediscounting the bills, banks should satisfy themselves about the bona fides and track record of NBFCs which have discounted the bills.</li> </ul> </li> </ol> </li> <li>2. Investments of the Issuer both of current and long-term nature, in any company / entity by way of shares, debentures.</li> <li>3. Unsecured loans / inter-corporate deposits by the Issuer to / in any company.</li> <li>4. All types of loans and advances by the Issuer to their subsidiaries, group companies / entities.</li> <li>5. Further lending to individuals for subscribing to Initial Public Offerings (IPOs) and for purchase of shares from secondary market.</li> </ol>
<p>Security</p>	<p>The Debentures shall be secured by way of a first ranking, exclusive and continuing charge on identified receivables ("Hypothecated Receivables") created pursuant to the deed of hypothecation to be executed between the Company and the Debenture Trustee as described herein. The Issuer undertakes:</p> <ul style="list-style-type: none"> <li>• to maintain the value of security at all times equal to 1.25 times or 125% of the aggregate amount of principal outstanding of the NCDs ("Security Cover").</li> <li>• to replace any slippage in loan receivables specifically charged to us with standard receivables. Asset coverage ratio will be maintained at 1.25 times at all times during the currency of the NCDs.</li> <li>• to create the security over the Hypothecated Assets as contemplated above within 90 days from the Deemed Date of Allotment by executing a duly stamped deed of hypothecation ("Deed of Hypothecation")</li> <li>• to provide a list on a monthly basis, of specific loan receivables/identified book debts to the Debenture Trustee over which the charge is created and subsisting by way of hypothecation in favour of the Debenture Trustee (for the benefit of the Debenture Holders) ("Monthly Hypothecated Asset Report").</li> <li>• to add fresh loan assets to the Security Cover to ensure that the value of the Hypothecated Assets is equal to 1.25 times or 125% (One Hundred Twenty Five Percent) of the aggregate amount of principal outstanding of the NCDs.</li> </ul> <p>Eligibility Criteria for the Hypothecated Receivables:</p> <ul style="list-style-type: none"> <li>• the receivables are existing at the time of selection and have not been terminated or pre-paid;</li> <li>• the receivables have not been restructured or rescheduled</li> <li>• all "Know Your Customer" norms have been complied with as prescribed by the Reserve Bank of India;</li> <li>• It is clarified that the assets would be 'current' on inclusion and replacement of receivables (to be carried out within 30 calendar days) would be upon becoming NPA (i.e. on crossing 90DPD);</li> <li>• Each client loans must satisfy the Issuer's credit and underwriting policies,</li> </ul>

	including credit referencing agency checks where commonly used; • Each client loan must be directly originated by the issuer and not loans purchased from a third party; All loans hypothecated under the deed of hypothecation comply with RBI norms and guidelines	
Seniority	Senior	
Contribution being made by the promoters or directors either as part of the offer or separately in furtherance of such objects	Nil	
Mode of Issue	Private Placement	
Listing	Proposed to be listed on the Wholesale Debt Market Segment (WDM) of BSE and/ or NSE	
Trustees	Catalyst Trusteeship Limited	
Credit Rating	"CARE A-/ Stable" by CARE Ratings Limited	
Credit Enhancement	Nil	
Face Value	Rs. 10,00,000/- (Rupees Ten Lakhs only) per Debenture	
Premium on issue	Nil	
Discount on issue	Nil	
Issue Price	Rs. 10,00,000/- (Rupees Ten Lakhs only) per Debenture	
Premium on redemption	Nil	
Discount on redemption	Nil	
Minimum Application	10 Debentures and in multiples of 1 Debentures thereafter	
Tenor	18 months from the deemed date of allotment	
Put Option	None	
Put Option Price	Not Applicable	
Put Option Date	Not Applicable	
Put Notification Time	Not Applicable	
Call Option	None	
Call Option Price	Not Applicable	
Call Option Date	Not Applicable	
Call Notification Time	Not Applicable	
Coupon Rate	[9.50% p.a.]	
Redemption/ Maturity Amount	At Par	
Redemption Date	[05-Feb-2022]	
Step Up Coupon Rate	None	
Step Down Coupon Rate	None	
Coupon Payment Frequency	Annual and on Maturity	
Coupon Payment Dates	1st Coupon date	[05-Aug-2021]
	2nd and final Coupon date	[05-Feb-2022]
Coupon Type	Fixed	
Coupon Reset	None	
Day Count Basis	Actual/Actual	

<b>Issue Timing</b>	
1. Issue Opening Date	[05-Aug-2020]
2. Issue Closing Date	[05-Aug-2020]
3. Pay-in Date	[05-Aug-2020]
4. Deemed Date of Allotment	[05-Aug-2020]
Default Interest Rate	2% (Two percent) over and above the Coupon Rate per annum, for the defaulting period, in the event the Issuer fails to make any payments of Interest and/or principal redemption to the Debenture Holders on their respective due dates.
Settlement Mode	Payment of interest and repayment of principal shall be made by way of cheque(s)/ credit through RTGS/ Electronic Fund Transfer or any other electronic mode offered by the Banks
Depositories	NSDL / CDSL
Registrar	KFin Technologies Private Limited
Valuer	Not Applicable
Business Day Convention	<p>'Business Day' shall be a day on which commercial banks are open for business in the city of Mumbai, Maharashtra and when the money market is functioning in Mumbai. If the date of payment of interest/redemption of principal does not fall on a Business Day, the payment of interest/principal shall be made in accordance with SEBI Circular CIR/IMD/DF-1/122/2016 dated November 11, 2016.</p> <p>If any of the Coupon Payment Date(s), other than the ones falling on the redemption date, falls on a day that is not a Business Day, the payment shall be made by the Issuer on the immediately succeeding Business Day, which becomes the coupon payment date for that coupon. However, the future coupon payment date(s) would be as per the schedule originally stipulated at the time of issuing the debentures. In other words, the subsequent coupon payment date(s) would not be changed merely because the payment date in respect of one particular coupon payment has been postponed earlier because of it having fallen on a non-Business Day.</p> <p>If the redemption date of the Bonds falls on a day that is not a Business Day, the redemption amount shall be paid by the Issuer on the immediately preceding Business Day which becomes the new redemption date, along with interest accrued on the debentures until but excluding the date of such payment.</p>
Record Date	The Record Date shall be 15 Calendar days prior to each coupon payment date / redemption date.
Investors who are eligible to apply	<ul style="list-style-type: none"> <li>a) Banks and Financial Institutions</li> <li>b) FIIs</li> <li>c) Mutual Funds</li> <li>d) Insurance Companies</li> <li>e) Provident and Pension and Gratuity Funds</li> <li>f) Companies and Bodies Corporate including Public Sector Undertakings</li> <li>g) Individuals and Hindu Undivided Families</li> <li>h) Partnership Firms</li> <li>i) Any other investor authorized to invest in these debentures</li> </ul> <p>Applications can only be made by the applicants / Institutions to whom this offer is addressed.</p>
Transaction Documents	<p>The Issuer shall execute the documents including but not limited to the following, as required, in connection with the Issue as per latest SEBI guidelines / Companies Act, 2013 (as applicable) for issuance of NCDs through Private Placement:</p> <ul style="list-style-type: none"> <li>1. Letter appointing Trustees to the Debenture Holders;</li> <li>2. Debenture Trusteeship Agreement;</li> <li>3. Debenture Trust Deed;</li> <li>4. Deed of Hypothecation;</li> </ul>

	<ol style="list-style-type: none"> <li>5. Information Memorandum/Shelf Disclosure Document</li> <li>6. Private Placement Offer Letter (Form PAS 4);</li> <li>7. Board Resolution authorizing this Issuance;</li> <li>8. Applicable Shareholder Resolutions under the Companies Act, 2013;</li> <li>9. Rating Agreement with the aforesaid Rating Agency(ies) with respect to this Issuance;</li> </ol>
Issuer's Undertaking	<p>The Issuer undertakes that it has executed/ shall execute the documents including but not limited to the following in connection with the Issue:</p> <ol style="list-style-type: none"> <li>1. Tripartite Agreement between the Issuer, Registrar and NSDL for issue of Bonds in dematerialized form;</li> <li>2. Tripartite Agreement between the Issuer, Registrar and CDSL for issue of Bonds in dematerialized form;</li> <li>3. Letter appointing KFin Technologies Private Limited as Registrar and MoU entered into between the Issuer and the Registrar;</li> </ol>
Conditions precedent to subscription of Bonds	<p>The Issuer represents and warrants to the Investor or its successors or assigns, prior to and upon the execution of the Transaction Documents/Agreement and at the time of issuance of the Debentures and at all time during the currency of the Transaction Documents, that:</p> <ol style="list-style-type: none"> <li>1. The Issuer is duly incorporated, validly existing, and in good standing;</li> <li>2. The Issuer is authorized to enter into the Transaction Documents, and the Transaction Documents are a valid and binding obligation of the Issuer enforceable in accordance with its terms; and the execution and performance of the Transaction Documents by the Issuer is lawful and does not constitute a default, acceleration or termination of any other agreement to which the Issuer is a party or breach of any judgment, decree, order or award.</li> <li>3. All information provided by the Issuer to the Investor at any time is true, complete, and accurate,</li> <li>4. The Issuer is the sole owner of all assets shown on the Issuer's financial statements delivered to the Investor save and except as stated in the said financial statements.</li> <li>5. The Issuer is solvent and capable of paying its obligations as and when they become due.</li> <li>6. There is no material litigation including winding up proceedings or governmental proceeding pending against the Issuer and the Issuer is not aware of any such proceeding being threatened, which could impair the Issuer's net worth or ability to perform this Agreement.</li> <li>7. The Issuer maintains and shall maintain accurate business and financial records and prepares and shall prepare its financial statements in accordance with generally accepted accounting principles.</li> <li>8. In case the Issuer is a Company under the Companies Act, 1956 or Companies Act, 2013, as the case may be:-             <ol style="list-style-type: none"> <li>i. All corporate authorizations required for entering into the Transaction Documents and performing the transactions pursuant hereto have been obtained and are in full force and effect, and the Transaction Documents and all transactions pursuant hereto are and will be in accordance with all applicable provisions of law;</li> </ol> </li> <li>9. Obligation hereunder are not in conflict with any other obligations of the Issuer</li> <li>10. The execution of Transaction Documents is binding on the Issuer and such executed documents are valid and admissible in evidence in the court of law.</li> <li>11. There is no Material Adverse Change occurred or event of default has occurred or continuing with respect to the Issuer and no such event or circumstance would occur as a result of its executing the Transaction Documents or performance of any obligation there under.</li> <li>12. The Investor or it's successors and assigns shall have a exclusive floating charge</li> </ol>

	<p>on the identified business loan receivables of our Company</p> <p>13. The Issuer shall take appropriate measures and/or authorization to create Security in favour of the Trustees or its successors and assigns and avail the financial indebtedness.</p> <p>14. The Issuer shall have good title to assets, to be provided as security.</p>
Conditions subsequent to subscription of Bonds	<p>The Issuer shall ensure that the following documents are executed/ activities are completed as per time frame mentioned elsewhere in this Private Placement Offer Letter:</p> <ol style="list-style-type: none"> <li>1. Ensuring that the payment made for subscription to the Bonds is received from the bank account of the person/ entity subscribing to the Bonds and keep record of the bank accounts from where payments for subscriptions have been received. In case of subscription to the Bonds to be held by joint holders, application monies is received from the bank account of the person whose name appears first in the Application Form;</li> <li>2. Maintaining a complete record of private placement offers in Form PAS-5;</li> <li>3. Filing a return of allotment of Bonds with complete list of all Bondholders in Form PAS-3 under section 42 of the Companies Act, 2013, with the Registrar of Companies, Chennai on the Deemed Date of Allotment along with fee as provided in the Companies (Registration Offices and Fees) Rules, 2014;</li> <li>4. Credit of demat account(s) of the allottee(s) by number of Bonds allotted within two working days from the Deemed Date of Allotment;</li> <li>5. Making listing application to BSE and/ or NSE within 15 business days from the Deemed Date of Allotment of Bonds and obtain listing permission within 20 calendar days from the Deemed Date of Allotment of Bonds;</li> </ol> <p>Besides, the Issuer shall perform all activities, whether mandatory or otherwise, as mentioned elsewhere in the Private Placement Offer Letter.</p>
Covenants	<ol style="list-style-type: none"> <li>1. Security Creation: In the event of delay in execution of Debenture Trust Deed within three months of the issue closure, the Company shall pay penal interest at the rate of 2.00% p.a. over the Coupon Rate till these conditions are complied with or refund the subscription (ie. redemption at par) along with other monies/accrued interest due in respect thereof, at the option of the Bondholders;</li> <li>2. Default in Payment: In case of default in payment of interest and/ or principal redemption on the due dates, the Company shall pay additional interest at the rate of 2.00% p.a. over the Coupon Rate for the defaulting period i.e. the period commencing from and including the date on which such amount becomes due and upto but excluding the date on which such amount is actually paid.</li> <li>3. Delay in Listing: The Company shall make listing application to BSE and/ or NSE within 15 days from the Deemed Date of Allotment of the Bonds and obtain listing permission within 20 days from the Deemed Date of Allotment of Bonds. In case of delay in listing of the Bonds beyond 20 days from the Deemed Date of Allotment, the Company shall pay penal interest at the rate of 1.00% p.a. over the Coupon Rate from the expiry of 30 days from the Deemed Date of Allotment till the listing of Bonds to the Bondholder(s).</li> </ol> <p>The interest rates mentioned in above covenants shall be independent of each other. In case any of the "Covenants" mentioned above is breached and continues breached for a period of 30 days from such breach coming to notice, the Primary Bondholder would reserve the right to recall the outstanding principal amount on the NCDs (ie. redemption at par) along with other monies/accrued interest due in respect thereof.</p>
Event of Defaults	<p>Occurrence of any of the following events constitutes an event of default with respect to the Issuer:</p> <p>(i) If the Issuer fail to promptly pay any amount now or hereafter owing to the</p>



	<p>Investors as and when the same shall become due and payable; or</p> <p>(ii) If the Issuer fail to duly observe or perform any obligation under this agreement or under any agreement entered into by it in connection with any loans or other borrowings (including any kind of hybrid borrowing like FCCB , optionally convertible preference shares or bonds) availed of by the Issuer and the lender or investor concerned; or</p> <p>(iii) Breach of any of the key covenants, as specified above, which are not remedied within such period of time, if any, as the Debenture Trustee (acting on the instructions of the Majority Debenture Holders) may allow.</p> <p>(iv) Breach of any of the covenants, representations and warranties (including any representation or warranty is held to be untrue, incomplete, incorrect or misleading in material ("material adverse changes") form contained in the Transaction Documents which are not remedied within 15 days from the date of such breach.</p> <p>(v) the Issuer entering into any material arrangement or composition with his/her/its/their creditors or committing any act of insolvency, or any act the consequence of which may lead to the insolvency or winding up of the Issuer;</p> <p>(vi) execution or distress or other process being enforced or levied upon or against the whole or any part of the Issuer's property whether secured to the Investor or not;</p> <p>(vii) any order being made or a Resolution being passed for the winding up of the Issuer (except for the purpose of amalgamation or reconstruction with the prior approval of the Investor);</p> <p>(viii) a Receiver being appointed in respect of the whole or any part of the property of the Issuer;</p> <p>(ix) the Issuer being adjudicated insolvent or taking advantage of any law for the relief of insolvent debtors;</p> <p>(x) the Issuer ceasing or threatening to cease to carry on business or giving or threatening to give notice of intention to do so;</p> <p>(xi) Inability to pay debts, proceedings of winding up, or the Issuer's being declared or considered to be a sick company, or a relief undertaking or a protected company or a sick industrial company or a protected industrial company or otherwise, under any law, statute, rule, ordinance etc. which would have the effect of suspending or waiving all or any right against the Issuer or in respect of any contract or agreement concerning the Issuer,</p> <p>(xii) The passing of any order of a court ordering, restraining or otherwise preventing the Issuer from conducting all or any material part of its business; or</p> <p>(xiii) The cessation of business by or the dissolution, winding-up, insolvency or liquidation of the Issuer.</p> <p>(xiv) Events of default considered appropriate for the transaction of this nature including:</p> <ol style="list-style-type: none"> <li>1. Breach of any of the covenants, representations and warranties. Cure period for (a) any breach of key covenants to be given at the sole discretion of the Investor, and (b) breach of any other covenants, representation and warranties to be cured within 30 days.</li> <li>2. Failure to file a Form CHG 9 with the Registrar of Companies in form and substance within within 90 days from deemed date of allotment</li> <li>3. Security provided being invalid security or loss of lien on collateral</li> <li>4. Unlawfulness or unenforceability of finance or security</li> <li>5. Repudiation of any Transaction Document</li> <li>6. Illegality for the Issuer to perform any of its obligations under the Transaction Document</li> <li>7. The withdrawal, failure of renewal, or failure to obtain any statutory or regulatory approval in any relevant jurisdiction for the Debentures or any Security.</li> </ol>
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	<p>8. Representations or Warranties are found to be untrue or misleading when made or deemed to be made.</p> <p>9. Cross default/ default with any other financial indebtedness of the Issuer.</p> <p>10. The security cover falls below 1.25 times of the Outstanding Amount at any time during the currency of the Debentures and if the Issuer fails to reinstate to 1.25 times within 30 working days.</p> <p>On the question whether any of the acts, matters, events or circumstances mentioned in sub-clauses (i) to (xi) and (xiii) to (xiv) above have happened, the opinion of the Trustee in concurrence with majority debenture holders shall be final and conclusive and be binding on the Issuer.</p>
Role and Responsibilities of Trustees	The Trustees shall perform its duties and obligations and exercise its rights and discretions, in keeping with the trust reposed in the Trustees by the holder(s) of the Bonds and shall further conduct itself, and comply with the provisions of all applicable laws. The Trustees shall carry out its duties and perform its functions as required to discharge its obligations under the terms of SEBI Debt Regulations, the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993, the Debenture Trusteeship Agreement, Disclosure Document and all other related transaction documents, with due care, diligence and loyalty.
Approvals	The Issuer agrees to comply with all applicable rules and regulations in respect of the transaction. The Issuer will be responsible for taking all necessary authorization and / or approvals internal, external regulatory, statutory or otherwise
Governing Law and Jurisdiction	The Bonds are governed by and shall be construed in accordance with the existing laws of India. Any dispute arising thereof shall be subject to the jurisdiction of district courts of Mumbai, Maharashtra and Chennai, Tamil Nadu

**Bond Cash Flows on a per Debenture Basis:**

Face Value		10,00,000				
Coupon Rate		9.50%				
Months	Date	Net Cash Flow	Principal	Interest	Principal O/s	days
	05 August 2020	(10,00,000)			10,00,000	
12	05 August 2021	95,000	-	95,000	10,00,000	365
18	05 February 2022	10,47,890	10,00,000	47,890	-	184

\*subject to the business day convention (as per the business day convention repayment date will be 4 February 2022 and coupon will accrued till 4 February 2022.

**For Veritas Finance Private Limited**

  
 Authorized Signatory

Name: D.Arulmany

Designation: Managing Director & CEO

