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**DISCLOSURE DOCUMENT DATED 27.01.2021**

Disclosure Document for issue by way of private placement ("Issue") by Steel Exchange India Limited ("SEIL" or the "Company" or the "Issuer") of up to **3828** listed, rated, secured, redeemable, non-convertible debentures ("Debentures"), each of the face value of Rs. 10,00,000 (Indian Rupees Ten Lakhs), for cash aggregating up to an amount of Rs. **382,80,00,000 (Indian Rupees Three Hundred and Eighty Two Crores and Eighty Lakhs)** ("Issue") ("Issue Size"). The Issue would be under the electronic book mechanism for issuance of debt securities on private placement basis as per the Securities and Exchange Board of India ("SEBI") circular no. SEBI/HO/DDHS/CIR/P/2018/122 dated August 16, 2018 and any amendments thereto ("SEBI EBP Circular") read with the "Updated Operational Guidelines for issuance of Securities on Private Placement basis through an Electronic Book Mechanism" issued by BSE vide their Notice No. 20180928-24 dated September 28, 2018 and any amendments thereto ("BSE EBP Guidelines", together with the SEBI EBP Circular referred to as the "Operational Guidelines"). The Company intends to use the BSE BOND-EBP Platform (as defined in Section 1 titled "Definitions") for this Issue.

**THIS DISCLOSURE DOCUMENT IS BEING UPLOADED ON THE BSE BOND-EBP PLATFORM TO COMPLY WITH THE OPERATIONAL GUIDELINES AND AN OFFER WILL BE MADE BY ISSUE OF THE PRIVATE PLACEMENT OFFER CUM APPLICATION LETTER ("PPOAL") AFTER COMPLETION OF THE BIDDING PROCESS ON ISSUE/BID CLOSING DATE TO SUCCESSFUL BIDDERS IN ACCORDANCE WITH THE PROVISIONS OF THE COMPANIES ACT, 2013, AS AMENDED (THE "COMPANIES ACT" or "ACT"), AND RULES ISSUED THEREUNDER.**

This document provides disclosures in accordance with the SEBI (Issue and Listing of Debt Securities) Regulations, 2008 as amended (the "SEBI ILDS Regulations") and provides additional disclosures in Section 4 (Additional Disclosures). The Eligible Participants (as defined in Section 1 titled "Definitions") must evaluate the disclosures in the Disclosure Document for taking their investment decision.

#### GENERAL RISKS

Investment in debt and debt related securities involve a degree of risk and Eligible Participants should not invest any funds in the debt instrument, unless they understand the terms and conditions of the Issue, the risk factors set out in **Annexure C (Management's Perception of Risk Factors)** and can afford to take the risks attached to such investments. For taking an investment decision, Eligible Participants must rely on their own examination of the Company and the Issue including the risks involved. The Issue of the Debentures have not been recommended or approved by SEBI nor does SEBI guarantee the accuracy or adequacy of this document. Eligible Participants are advised to take an informed decision and consult their tax, legal, financial and other advisers, regarding the suitability of the Debentures in the light of their particular financial circumstances, investment objectives and risk profile.

#### CREDIT RATING

The Debentures have been rated "BWRD" ("BWRD rating") by Brickwork Ratings India Pvt. Ltd. (BWR), hereinafter referred to as the "Credit Rating Agency". This indicates "low degree of safety" with respect to timely payment of interest and principal on the Debentures. The ratings are not a recommendation to buy, sell or hold the Debentures and Eligible Participants should take their own decision. The ratings may be subject to suspension, revision or withdrawal at any time by the assigning Credit Rating Agency. Credit Rating Agency have a right to revise, suspend

or withdraw the rating at any time on the basis of factors such as new information or unavailability of information or other circumstances which the Credit Rating Agency believe may have an impact on its rating. Please refer to **Annexure L** to this Disclosure Document for rating letters by the Credit Rating Agency.

#### LISTING



The Debentures are proposed to be separately listed on the Wholesale Debt Market ("WDM") segment BSE Limited ("BSE"). BSE shall be the designated stock exchange for the Issue. The Issuer shall comply with the requirements of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended (the "SEBI LODR Regulations") to the extent applicable to it on a continuous basis. BSE has given its in-principle listing approval for the Debentures proposed to be offered through this Disclosure Document *vide* its letter dated **27.01.2021**. Please refer to **Annexure M** to this Disclosure Document for the in-principle listing approvals.

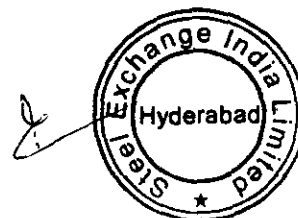
#### ISSUE PROGRAMME

ISSUE OPENING DATE	ISSUE CLOSING DATE	PAY IN DATE	DEEMED DATE OF ALLOTMENT
27.01.2021	27.01.2021	28.01.2021	28.01.2021

The Issuer reserves the right to change the Issue Programme including the Deemed Date of Allotment (as defined hereinafter) at its sole discretion in accordance with the timelines specified in the Operational Guidelines, without giving any reasons or prior notice. The Issue will be open for bidding as per bidding window that would be communicated through the BSE BOND-EBP Platform.

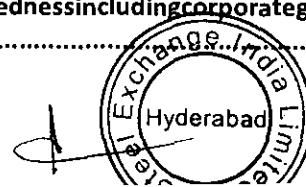
The Issue shall be subject to the provisions of the Companies Act, the rules notified thereunder SEBI ILDS Regulations, the Memorandum and Articles of Association of the Issuer, the terms and conditions of the Disclosure Document filed with the Stock Exchanges and other documents in relation to the Issue.

DEBENTURE TRUSTEE	REGISTRAR & TRANSFER AGENT
<p><b>VISTRA ITCL</b> </p> <p><b>VISTRA ITCL (INDIA) LIMITED</b> CIN: U66020MH1995PLC095507 Registered office: The IL&amp;FS Financial Centre Plot No. C-22, G Block, 7th Floor Bandra Kurla Complex, Bandra (East) Mumbai 400051, India Tel: +91 22 26593535 Fax: +91 22 26533297 Website Address: <a href="http://www.vistraitcl.com">www.vistraitcl.com</a> E-mail: <a href="mailto:mumbai@vistra.com">mumbai@vistra.com</a></p>	<p> Venture Capital and Corporate Investments Private Limited</p> <p><b>VENTURE CAPITAL AND CORPORATE INVESTMENTS PRIVATE LIMITED</b> 12-10-167, Bharat Nagar Hyderabad, 500018, Phone: +91 040-23818475/23818476/23868023 Fax: +91 040-23868024 E mail: <a href="mailto:info@vccilindia.com">info@vccilindia.com</a> Website: <a href="http://www.vccipl.com">www.vccipl.com</a></p>

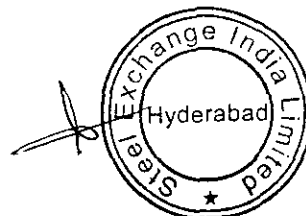


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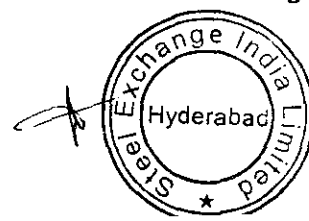
## DISCLAIMER

This Disclosure Document is neither a prospectus nor a statement in lieu of a prospectus and should not be construed to be a prospectus or a statement in lieu of a prospectus under the Companies Act. The issue of Debentures to be listed on BSE is being made strictly on a private placement basis. This Disclosure Document is not intended to be circulated to any person other than the Eligible Participants. Multiple copies hereof given to the same entity shall be deemed to be given to the same person and shall be treated as such. This Disclosure Document does not constitute and shall not be deemed to constitute an offer of the Debentures under the Companies Act to the public in general. The contents of this Disclosure Document should not be construed to be an offer within the meaning of Section 42 of the Companies Act. **This Disclosure Document shall be uploaded on the BSE BOND-EBP Platform to comply with the Operational Guidelines and an offer shall only be made upon the issue of the PPOAL to successful bidders after the completion of the bidding process.**

This Disclosure Document has been prepared in conformity with the SEBI ILDS Regulations and Companies Act to provide general information about the Issuer and the Debentures to Eligible Participants and shall be uploaded on the BSE BOND-EBP Platform to facilitate invitation of bids. This Disclosure Document shall be available on the wholesale debt market segment of BSE after the final listing of the Debentures. This Disclosure Document does not purport to contain all the information that any Eligible Participant may require. Neither this Disclosure Document nor any other information supplied in connection with the Issue is intended to provide the basis of any credit or other evaluation and any recipient of this Disclosure Document should not consider such receipt a recommendation to subscribe to the Issue or purchase any Debentures. Each Eligible Participant contemplating subscribing to the Issue or purchasing any Debentures should make its own independent investigation of the financial condition and affairs of the Issuer and its own appraisal of the creditworthiness of the Issuer as well as the structure of the Issue. Eligible Participants should consult their own financial, legal, tax and other professional advisors as to the risks and investment considerations arising from an investment in the Debentures. It is the responsibility of successful bidders to also ensure that they will sell these Debentures strictly in accordance with this Disclosure Document and Applicable Laws, so that the sale does not constitute an offer to the public, within the meaning of the Companies Act. Neither the intermediaries, nor their agents, nor advisors associated with the Issue undertake to review the financial condition or any of the affairs of the Issuer contemplated by this Disclosure Document or have any responsibility to advise any Eligible Participant or successful bidder on the Debentures of any information coming to the attention of any other intermediary.

The Issuer confirms that, as of the date hereof, this Disclosure Document (including the documents incorporated by reference herein, if any) contains all information in accordance with the SEBI ILDS Regulations that are material in the context of the Issue of the Debentures, and are accurate in all material respects and does not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements herein not misleading, in the light of the circumstances under which they are made. No person has been authorised to give any information or to make any representation not contained or incorporated by reference in this Disclosure Document or in any material made available by the Issuer to any Eligible Participant pursuant thereto and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuer. The legal advisor to the Issuer and any other intermediaries and their agents and advisors associated with the Issue have not separately verified the information contained herein. Accordingly, the legal advisors to the Issuer and other intermediaries associated with the Issue shall have no liability in relation to the information contained in this Disclosure Document or any other information provided by the Issuer in connection with the Issue.

**This Disclosure Document and the contents hereof are restricted for providing information under SEBI ILDS Regulations for the purpose of inviting bids on the BSE BOND-EBP Platform only from the Eligible Participants. An offer of private placements shall be made by the Issuer by way of issue of the PPOAL to the successful bidders who have been addressed through a communication by the Issuer and/ or the Arranger, and only such recipients are eligible to apply to the Debentures. All Eligible Participants are required to comply with the relevant regulations/ guidelines applicable to them, including but not limited to the Operational Guidelines for investing in this issue.**



**The contents of this Disclosure Document and any other information supplied in connection with this Disclosure Document or the Debentures are intended to be used only by those Eligible Participants to whom it is distributed. It is not intended for distribution to any other person and should not be reproduced or disseminated by the recipient.**

**The Issue of the Debentures will be under the electronic book mechanism as required in terms of the Operational Guidelines.**

No offer of private placement is being made to any persons other than the successful bidder on the BSE BOND-EBP Platform to whom the PPOAL will be separately sent by or on behalf of the Issuer. Any application by any person who is not a successful bidder (as determined in accordance with the Operational Guidelines) shall be rejected without assigning any reason.

The person who is in receipt of this Disclosure Document shall maintain utmost confidentiality regarding the contents of this Disclosure Document and shall not reproduce or distribute in whole or part or make any announcement in public or to a third party regarding the contents of this Disclosure Document or deliver this Disclosure Document or any other information supplied in connection with this Disclosure Document or the Debentures to any other person, whether in electronic form or otherwise, without the consent of the Issuer. Any distribution or reproduction of this Disclosure Document in whole or in part or any public announcement or any announcement to third parties regarding the contents of this Disclosure Document or any other information supplied in connection with this Disclosure Document or the Debentures is unauthorized. Failure to comply with this instruction may result in a violation of the Companies Act, the SEBI ILDS Regulations or other Applicable Laws of India and other jurisdictions. This Disclosure Document has been prepared by the Issuer for providing information in connection with the proposed Issue described in this Disclosure Document.

The Issuer does not undertake to update this Disclosure Document to reflect subsequent events after the date of the Disclosure Document and thus it should not be relied upon with respect to such subsequent events without first confirming its accuracy with the Issuer.

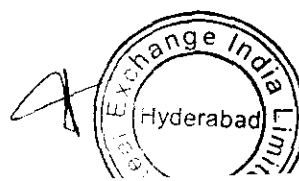
Neither the delivery of this Disclosure Document nor any Issue made hereunder shall, under any circumstances, constitute a representation or create any implication that there has been no change in the affairs of the Issuer since the date hereof.

**Each person receiving the Disclosure Document acknowledges that:**

Such person has been afforded an opportunity to request and to review and has received all additional information considered by it to be necessary to verify the accuracy of or to supplement the information herein and such person has not relied on any intermediary that may be associated with issuance of Debentures in connection with its investigation of the accuracy of such information or its investment decision. Each such person in possession of this Disclosure Document should carefully read and retain this Disclosure Document. However, each such person in possession of this Disclosure Document is not to construe the contents of this Disclosure Document as investment, legal, accounting, regulatory or tax advice, and such persons in possession of this Disclosure Document should consult their own advisors as to all legal, accounting, regulatory, tax, financial and related matters concerning an investment in the Debentures. Each person receiving this Disclosure Document acknowledges and confirms that he is not an arranger for the Debentures save and except Arranger as defined in this Disclosure Document.

The Issuer does not undertake to update the Disclosure Document to reflect subsequent events after the date of the Disclosure Document and thus it should not be relied upon with respect to such subsequent events without first confirming its accuracy with the Issuer.

Neither the delivery of this Disclosure Document nor any issue of Debentures made thereunder shall, under any



circumstances, constitute a representation or create any implication that there has been no change in the affairs of the Issuer since the date hereof.

This Disclosure Document does not constitute, nor may it be used for or in connection with, an offer or solicitation by anyone in any jurisdiction other than in India in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such an offer or solicitation. No action is being taken to permit an offering of the Debentures or the distribution of this Disclosure Document in any jurisdiction where such action is required. The distribution of this Disclosure Document and the offer, sale, transfer, pledge or disposal of the Debentures may be restricted by law in certain jurisdictions. Persons who have possession of this Disclosure Document are required to inform themselves about any such restrictions. No action is being taken to permit an offering of the Debentures or the distribution of this Disclosure Document in any jurisdiction other than India.

#### **DISCLAIMER OF THE STOCK EXCHANGES**

As required, a copy of this Disclosure Document shall be submitted to the Stock Exchanges for hosting the same on their respective websites. It is to be distinctly understood that such submission of this Disclosure Document with Stock Exchanges or hosting the same on their websites should not in any way be deemed or construed that the document has been cleared or approved by the Stock Exchanges; nor does it in any manner warrant, certify or endorse the correctness or completeness of any of the contents of this Disclosure Document; nor does it warrant that the Issuer's Debentures will be listed or continue to be listed on the Stock Exchanges; nor does it take responsibility for the financial or other soundness of the Issuer, its promoters, its management or any scheme or project of the Issuer. Every person who desires to apply for or otherwise acquire any Debentures of the Issuer may do so pursuant to independent inquiry, investigation and analysis and shall not have any claim against the Stock Exchanges whatsoever by reason of any loss which may be suffered by such person consequent to or in connection with such subscription/acquisition whether by reason of anything stated or omitted to be stated herein or any other reason whatsoever.

Nothing in this Disclosure Document constitutes an offer of securities for sale in any other jurisdiction, other than India, where such offer or placement would be in violation of any law, rule or regulation.

#### **DISCLAIMER OF SEBI**

This Disclosure Document has not been filed with SEBI. The Debentures have not been recommended or approved by SEBI nor does SEBI guarantee the accuracy or adequacy of this Disclosure Document. It is to be distinctly understood that this Disclosure Document should not, in any way, be deemed or construed that the same has been cleared or vetted by SEBI. SEBI does not take any responsibility for the correctness of the statements made or opinions expressed in this Disclosure Document.

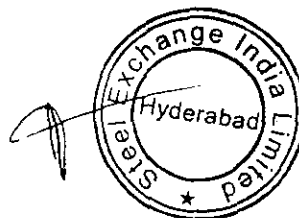
#### **DISCLAIMER IN RESPECT OF JURISDICTION**

This Disclosure Document does not constitute an offer to sell or an invitation to subscribe to the Debentures herein, in any other jurisdiction and to any person to whom it is unlawful to make an offer or invitation in such jurisdiction.

Any disputes arising out of this Issue will be subject to the jurisdiction of the courts in Hyderabad, Telangana, India.

#### **FORCE MAJEURE**

The Issuer reserves the right to withdraw the bid prior to the Issue / Bid Closing Date in accordance with the Operational Guidelines, in the event of any unforeseen development adversely affecting the economic and regulatory environment or otherwise.



**CONFIDENTIALITY**

By accepting a copy of this Disclosure Document or any other information supplied in connection with this Disclosure Document or the Debentures, each recipient agrees that neither it nor any of its employees or advisors will use the information contained herein for any purpose other than evaluating the transaction described herein or will divulge to any other party any such information. This Disclosure Document or any other information supplied in connection with this Disclosure Document or the Debentures must not be photocopied, reproduced, extracted or distributed in full or in part to any person other than the recipient without the prior written consent of the Issuer.

**CAUTIONARY NOTE**

By bidding for the Debentures and when investing in the Debentures, the Eligible Participants acknowledge that they: (i) are knowledgeable and experienced in financial and business matters, have expertise in assessing credit, market and all other relevant risk and are capable of evaluating, and have evaluated, independently the merits, risks and suitability of purchasing the Debentures, (ii) have not requested the Issuer to provide it with any further material or other information, (iii) have not relied on any investigation that any person acting on their behalf may have conducted with respect to the Debentures, (iv) have made their own investment decision regarding the Debentures based on their own knowledge (and information they have or which is publicly available) with respect to the Debentures or the Issuer, (v) have had access to such information as deemed necessary or appropriate in connection with purchase of the Debentures, (vi) are not relying upon, and have not relied upon, any statement, representation or warranty made by any person, including, without limitation, the Issuer, and (vii) understand that, by purchase or holding of the Debentures, they are assuming and are capable of bearing the risk of loss that may occur with respect to the Debentures, including the possibility that they may lose all or a substantial portion of their investment in the Debentures, and they will not look to the Debenture Trustee appointed for the Debentures and/or legal advisor to the Issuer for all or part of any such loss or losses that they may suffer.

**FORWARD LOOKING STATEMENTS**

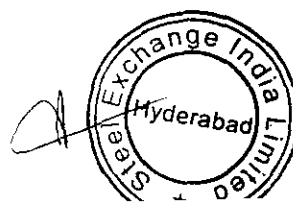
Certain statements in this Disclosure Document are not historical facts but are "forward-looking" in nature. Forward-looking statements appear throughout this Disclosure Document. Forward-looking statements include statements concerning the Issuer's plans, financial performance etc., if any, the Issuer's competitive strengths and weaknesses, and the trend the Issuer anticipates in the industry, along with the political and legal environment, and geographical locations, in which the Issuer operates, and other information that is not historical information.

Words such as "aims", "anticipate", "believe", "could", "continue", "estimate", "expect", "future", "goal", "intend", "is likely to", "may", "plan", "predict", "project", "seek", "should", "targets", "would" and similar expressions, or variations of such expressions, are intended to identify and may be deemed to be forward looking statements but are not the exclusive means of identifying such statements.

By their nature, forward-looking statements involve inherent risks and uncertainties, both general and specific, and assumptions about the Issuer, and risks exist that the predictions, forecasts, projections and other forward-looking statements will not be achieved.

Eligible Participants should be aware that a number of important factors could cause actual results to differ materially from the plans, objectives, expectations, estimates and intentions expressed in such forward-looking statements. These factors include, but are not limited, to:

- a. compliance with laws and regulations, and any further changes in laws and regulations applicable to India, especially in relation to the steel and the steel business related sector;





- b. availability of adequate debt and equity financing at reasonable terms;
- c. our ability to effectively manage financial expenses and fluctuations in interest rates;
- d. our ability to successfully implement our business strategy;
- e. our ability to manage operating expenses;
- f. performance of the Indian debt and equity markets; and
- g. general, political, economic, social, business conditions in Indian and other global markets.

By their nature, certain market risk disclosures are only estimates and could be materially different from what actually occurs in the future. Although the Issuer believes that the expectations reflected in such forward-looking statements are reasonable at this time, the Issuer cannot assure Eligible Participants that such expectations will prove to be correct. Given these uncertainties, Eligible Participants are cautioned not to place undue reliance on such forward-looking statements. If any of these risks and uncertainties materialize, or if any of the Issuer's underlying assumptions prove to be incorrect, the Issuer's actual results of operations or financial condition could differ materially from that described herein as anticipated, believed, estimated or expected. All subsequent forward-looking statements attributable to the Issuer are expressly qualified in their entirety by reference to these cautionary statements. As a result, actual future gains or losses could materially differ from those that have been estimated. The Issuer undertakes no obligation to update forward-looking statements to reflect events or circumstances after the date hereof.

Forward looking statements speak only as of the date of this Disclosure Document. None of the Issuer, its Directors, its officers or any of their respective affiliates or associates has any obligation to update or otherwise revise any statement reflecting circumstances arising after the date hereof or to reflect the occurrence of underlying events, even if the underlying assumptions do not come to fruition.

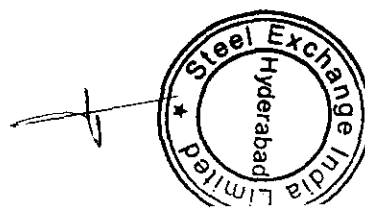
**1. DEFINITIONS AND ABBREVIATIONS**

In this Disclosure Document, unless the context otherwise requires, the terms defined, and abbreviations expanded below shall have the same meaning as stated in this section. References to statutes, rules, regulations, guidelines and policies will be deemed to include all amendments and modifications notified thereto.

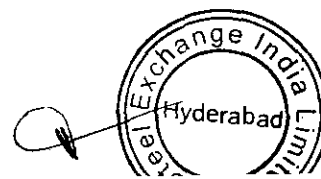
Further, unless otherwise indicated or the context otherwise requires, all references to "the Company", "our Company", "Steel Exchange India Company", "Issuer", "we", "us" or "our" is to Steel Exchange India Limited and reference to "you" are to the Eligible Participants, as the case may be, in the Debentures.

Words denoting singular number shall include plural number and vice versa. Words denoting any gender shall include any other gender. Words denoting persons shall include companies and bodies corporate.

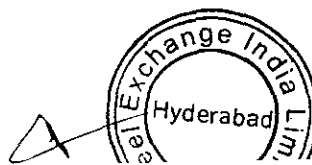
TERM	DESCRIPTION
Account Bank	HDFC Bank Limited, having its branch office at Ground Floor, Jehangir Building, MG Road, Fort, Mumbai - 400001, or any other replacement branch or scheduled commercial bank acceptable to the Secured Parties.
Agreed IRR	means the total IRR equivalent to the rate of 21.5% per annum and compounded monthly on the Subscription Amount and the Special Premium.
Articles or Articles of Association	Articles of Association of Steel Exchange India Limited, as amended from time to time



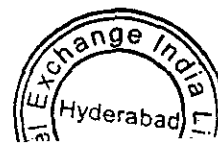
TERM	DESCRIPTION									
Applicable Law	Any statute, national, state, provincial, local, municipal, foreign, international, multinational or other law, treaty, code, regulation, ordinance, rule, judgment, order, decree, bye-law, approval of any Governmental Authority, directive, guideline, policy, requirement 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 Governmental Authority having jurisdiction over the matter in question, whether in effect as of the date of this Disclosure Document or at any time thereafter in India									
Application Form	Application form forming part of the PPOAL to be issued by the Issuer, after completion of the bidding process									
Auditors	Bhavani & Co, Chartered Accountants									
Authorizations	Any consent, registration, filing, agreement, notarization, certificate, license, approval, permit, authority or exemption from, by or with any Governmental Authority, whether given by express action or deemed given by failure to act within any specified time period and all corporate, creditors' and shareholders' approvals or consents.									
Board or Board of Directors	The Board of Directors of Steel Exchange India Limited									
Business Day	means a day (other than a Saturday or Sunday or any other day which is a public holiday) on which banks are open for business generally in Mumbai, India.									
Business Day Convention	<p>If any of the Coupon Payment Date(s), other than the ones falling on the Redemption Date, fall on a day that is not a Business Day, the payments 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 Dates would be as per the schedule originally stipulated at the time of issuing the Debentures. In other words, the subsequent Coupon Payment Dates would not be disturbed 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 Debentures 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> <p>Additionally, if any principal pay-in-date falls on a holiday or a Saturday, principal will be payable on the previous Business Day.</p>									
BSE BOND-EBP Platform	Electronic Book Provider Platform of BSE for issuance of debt securities on private placement basis.									
Calculation Date	Any Business Day, falling on or after the date of the Deemed Date of Allotment									
Corporate Guarantee	The deed(s) of corporate guarantee dated on or about the date of the Debenture Trust Deed and executed by each of the Corporate Guarantors in favour of the Debenture Trustee.									
Corporate Guarantors	<table border="1"> <thead> <tr> <th>S NO.</th> <th>Name</th> <th>Details</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Vizag Profiles Private Limited</td> <td>CIN Number: U27105TG1997PTC028395</td> </tr> <tr> <td>2</td> <td>Umashiv Garments Private Limited</td> <td>CIN Number: U18109WB1996PTC077627</td> </tr> </tbody> </table>	S NO.	Name	Details	1	Vizag Profiles Private Limited	CIN Number: U27105TG1997PTC028395	2	Umashiv Garments Private Limited	CIN Number: U18109WB1996PTC077627
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1	Vizag Profiles Private Limited	CIN Number: U27105TG1997PTC028395								
2	Umashiv Garments Private Limited	CIN Number: U18109WB1996PTC077627								
Coupon Payment Date(s)	Last Business Day of the month									
Coupon Rate	15% per annum compounded monthly ("p.a.c.m.") for the initial 24 months starting									



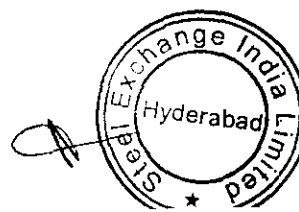
TERM	DESCRIPTION
	from the Deemed Date of Allotment; 21.5% p.a.c.m. thereafter. Coupon rate to be on the aggregate of the Subscription Amount and the Special Premium
Credit Rating Agency	Brickwork Ratings India Private Limited
Date of Subscription	The date of realisation of proceeds of subscription money in the bank account of ICCL
Debentures	3828 listed, rated, secured, redeemable, non-convertible debentures with face value of Rs. 10,00,000 (Indian Rupees Ten Lakhs) each
Debenture Holder(s)/ Beneficial Owner(s)	Person(s) holding the Debenture(s) and whose name(s) is recorded as "Beneficial Owner" with the Depository (for Debentures held in dematerialized form) as defined under clause (a) of sub-section (1) of Section 2 of the Depositories Act, 1996, as amended or the person(s) whose name(s) appears as holder of Debenture(s) in the Register of Debenture Holder(s) (for Debenture(s) held in physical form)
Debenture Trustee	VISTRA ITCL (INDIA) LIMITED, as trustee for the benefit of the Debenture Holder(s) / Beneficial Owner(s)
Debenture Trustee Appointment Agreement	The debenture trustee agreement entered into between the Issuer and the Debenture Trustee for the appointment of the Debenture Trustee
Debenture Trust Deed	The trust deed to be entered into between the Issuer and the Debenture Trustee for the Debentures
Debenture Trustee Regulations	SEBI (Debenture Trustees) Regulations, 1993, as amended from time to time
Debt	The aggregate of the Nominal Value, the Coupon, the Redemption Premium, the Special Premium, the Default Interest, costs, charges, expenses and all present and future moneys, debts and liabilities due, owing or incurred from time to time to any Secured Party under or in connection with the Debentures, the Debenture Trust Deed or any other Transaction Document (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently, and whether as principal, surety or otherwise).
Deed of Hypothecation	means the deed of hypothecation to be executed between the Issuer and the Debenture Trustee for creating a first ranking charge by way of hypothecation over the Hypothecated Assets in favour of the Debenture Trustee (acting for the benefit of the Secured Parties).
Deemed Date of Allotment	28.01.2021
Depository	A depository registered with SEBI under the SEBI (Depositories and Participants) Regulations, 2018, as amended
Depository Participant/ DP	A Depository Participant as defined under Depositories Act, 1996, as amended
Designated Stock Exchange	BSE Limited
Directors	The directors of the Company
Disclosure Document	This disclosure document dated 27.01.2021
Due Date	Any date on which any amount (including the Debt or a part thereof) is due and payable by the Issuer to the Secured Parties pursuant to the Transaction Documents.
Early Redemption Amount	means, in respect of a Debenture being redeemed on an Early Redemption Date, the Nominal Value, Default Interest (if any), the Coupon, the Redemption Premium, together with all other amounts payable (including other costs, expenses and indemnified amounts payable by the Issuer) payable by the Issuer under the Transaction Documents or otherwise in respect of that Debenture.
Early Redemption Date	means any date after the expiry of the minimum lock-in period of 18 (eighteen)



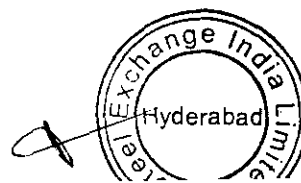
TERM	DESCRIPTION											
	months from the Deemed Date of Allotment and prior to the Final Redemption Date on which the Debentures are required to be redeemed in accordance with the Debenture Trust Deed.											
Encumbrance	any Security Interest, quasi-security, claim, option, power of sale in favour of a third party, retention of title, lock-in, vendor's lien, right of pre-emption, right of first refusal or other third party right or security interest (whether arising under law or by agreement) or agreement, arrangement or obligation to create any of the foregoing and "Encumbered" or "Encumber" shall be construed accordingly											
Environmental or Social Laws	Any applicable law or regulation concerning: (a) occupational health and safety; (b) community welfare, and/or land or property rights; (c) the pollution or protection of the environment; any emission or substance which is capable of causing harm to any living organism or the environment;											
Eligible Participants	Shall have the meaning given to the term in Section 3 titled "Issue Details"											
Exchange Control Regulations	means the Foreign Exchange Management Act 1999 and rules and regulations framed thereunder from time to time including the Foreign Exchange Management (Non-debt Instruments) Rules 2019											
Existing Lender	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="padding: 2px;"><b>Existing Lender</b></td></tr> <tr><td style="padding: 2px;"><b>State Bank of India</b></td></tr> <tr><td style="padding: 2px;"><b>Punjab National Bank</b></td></tr> <tr><td style="padding: 2px;"><b>Syndicate Bank</b></td></tr> <tr><td style="padding: 2px;"><b>Laxmi Vilas Bank</b></td></tr> <tr><td style="padding: 2px;"><b>Karur Vysya Bank</b></td></tr> <tr><td style="padding: 2px;"><b>Bank of India</b></td></tr> <tr><td style="padding: 2px;"><b>Canara Bank</b></td></tr> <tr><td style="padding: 2px;"><b>IDBI Bank</b></td></tr> <tr><td style="padding: 2px;"><b>Andhra Bank</b></td></tr> <tr><td style="padding: 2px;"><b>Dhanlaxmi Bank</b></td></tr> </table>	<b>Existing Lender</b>	<b>State Bank of India</b>	<b>Punjab National Bank</b>	<b>Syndicate Bank</b>	<b>Laxmi Vilas Bank</b>	<b>Karur Vysya Bank</b>	<b>Bank of India</b>	<b>Canara Bank</b>	<b>IDBI Bank</b>	<b>Andhra Bank</b>	<b>Dhanlaxmi Bank</b>
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Financial Indebtedness	<p>means any indebtedness for or in respect of (without double counting):</p> <ul style="list-style-type: none"> <li>(a) moneys borrowed, excluding customer advances and vendor advances;</li> <li>(b) any amount raised by acceptance under any acceptance credit, bill acceptance or bill endorsement facility or dematerialised equivalent;</li> <li>(c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;</li> <li>(d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with GAAP, be treated as a finance or capital lease, and which for the avoidance of doubt excludes an operating lease;</li> <li>(e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);</li> <li>(f) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing under GAAP;</li> <li>(g) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of</li> </ul>											



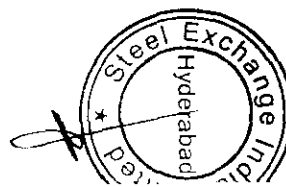
TERM	DESCRIPTION
	<p>any derivative transaction, only the marked to market value shall be taken into account);</p> <p>(h) shares which are expressed to be redeemable or shares which are the subject of a put option or any form of guarantee;</p> <p>(i) any payment obligation under any put option in respect of any shares;</p> <p>(j) any counter-indemnity obligation in respect of an issued and/or outstanding guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; and</p> <p>(k) the amount of any payment obligation in respect of:</p> <p>(i) any put option, shortfall undertaking, support undertaking, guarantee or indemnity for any of the items referred to in paragraphs (a) to (j) above; or</p> <p>(ii) any letter of comfort or keep fit letter for any of the items referred to in paragraphs (a) to (j) above (other than letters of comfort or keep fit letters which pertain to mere awareness of the items referred to in paragraphs (a) to (j) above);</p> <p>(l) the amount of any liability in respect of any guarantee or indemnity against any item referred to in paragraphs (a) to (l) above,</p> <p>and includes all Financial Indebtedness in respect of any of the items referred to in paragraphs (a) to (l) above which the relevant Person has irrevocably committed to incur whether by way of issue of an irrevocable drawdown notice (or equivalent), guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; or any such Financial Indebtedness which has been similarly committed to be incurred or otherwise, notwithstanding that no actual liability or debt exists at the time of such consideration.</p>
Financial Years	The accounting year of the Issuer commencing each year on April 1 <sup>st</sup> and ending on the following March 31 <sup>st</sup> , or such other period as the Issuer, with the Debenture Trustee's consent (acting in accordance with Relevant Instructions), from time to time designates as its accounting year.
Final Redemption Date	Redemption Date on which all the Debt is due to be paid.
Final Settlement Date	the date on which the entire Debt has been unconditionally and irrevocably repaid and discharged to the satisfaction of the Debenture Trustee and confirmed by the Debenture Trustee in writing of the same.
Governmental Authority	Any (a) government (central, state or otherwise) or sovereign state; (b) any governmental agency, semi-governmental or judicial or quasi-judicial or administrative entity, department or authority, or any political subdivision thereof; and (c) international organisation, agency or authority, or including, without limitation, any stock exchange or any self-regulatory organization, established under any Applicable Law
Guarantee	Collectively, the Personal Guarantees and the Corporate Guarantees
Green Shoe Amount	N.A.



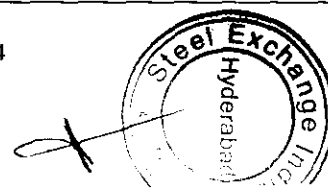
TERM	DESCRIPTION												
Hypothecated Assets	<p>means, collectively:</p> <p>(a) all present and future receivables of the Issuer and all present and future right, title and interest of the Issuer in and to such receivables, details of which have been delivered in writing by the Issuer to the Trustee on or about the date of the Deed of Hypothecation; and</p> <p>(b) all rights, title, interests, benefit, claims and demands whatsoever (both present and future) of the Issuer in, to, under and/ or in respect of all bank accounts and reserves, including without limitation, the receivables, transaction accounts together with all permitted investments including all operating cash flows and receivables and all other assets and securities which represent all amounts in the aforementioned accounts and all the moneys, securities, instruments, investments and other properties deposited in, credited to or required to be credited or required to be deposited or lying to the credit of such accounts or liable to be credited to such accounts, which description shall include all properties of the above description whether presently in existence or acquired hereafter and all proceeds thereof in relation to the same;</p> <p>(c) all the Issuer's movable assets, current assets, non-current assets, loans and advances, both present and future;</p> <p>(d) all bank accounts of the Issuer, including but not limited to the TR Account and any sub-accounts, all designated account opened with designated banks and the Permitted Investments or other securities representing all amounts credited to the Trust and Retention Account;</p> <p>(e) all intangible assets of the Issuer including but not limited to goodwill, rights and undertakings and intellectual property rights and uncalled capital, both present and future;</p> <p>as more particularly set out in the Deed of Hypothecation.</p>												
Identified Assets	<p><b>ASSETS OWNED BY SEIL</b></p> <table border="1"> <thead> <tr> <th data-bbox="446 1310 630 1377">ASSET DETAILS</th> <th data-bbox="630 1310 1065 1377">ASSET DESCRIPTION</th> <th data-bbox="1065 1310 1279 1377">EXPECTED SALE VALUE (RS. CRS)</th> </tr> </thead> <tbody> <tr> <td data-bbox="446 1377 630 1581">Rolling Mill</td> <td data-bbox="630 1377 1065 1581">Industrial land admeasuring Ac 5.34 cents (25845.60 sq yds) along with factory buildings constructed on an area of 5,794 sq yards situated at Plot No 1, IDA, E Bonangi village, Parwada, Visakhapatnam.</td> <td data-bbox="1065 1377 1279 1581">20.00</td> </tr> <tr> <td data-bbox="446 1581 630 1785">Wire Drawing Unit II</td> <td data-bbox="630 1581 1065 1785">Land &amp; civil structures of 15,788 sq yards of factory land with constructed area of 71,400 sq feet situated at plot No 17 &amp; 18, IDA, E-block, Autonagar, Gajuwakamandal, Visakhapatnam</td> <td data-bbox="1065 1581 1279 1785">5.00</td> </tr> <tr> <td data-bbox="446 1785 630 1873">Ingot &amp; Gas Based Power Plant</td> <td data-bbox="630 1785 1065 1873">Industrial Land admeasuring Ac 13.35 cents with a constructed area of 3413.28 sq mts situated at Sy</td> <td data-bbox="1065 1785 1279 1873">25.00</td> </tr> </tbody> </table>	ASSET DETAILS	ASSET DESCRIPTION	EXPECTED SALE VALUE (RS. CRS)	Rolling Mill	Industrial land admeasuring Ac 5.34 cents (25845.60 sq yds) along with factory buildings constructed on an area of 5,794 sq yards situated at Plot No 1, IDA, E Bonangi village, Parwada, Visakhapatnam.	20.00	Wire Drawing Unit II	Land & civil structures of 15,788 sq yards of factory land with constructed area of 71,400 sq feet situated at plot No 17 & 18, IDA, E-block, Autonagar, Gajuwakamandal, Visakhapatnam	5.00	Ingot & Gas Based Power Plant	Industrial Land admeasuring Ac 13.35 cents with a constructed area of 3413.28 sq mts situated at Sy	25.00
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Ingot & Gas Based Power Plant	Industrial Land admeasuring Ac 13.35 cents with a constructed area of 3413.28 sq mts situated at Sy	25.00											



TERM	DESCRIPTION		
		Nos: 7/2, 7/4, 8/1 to 8/5, 10/1 to 3 & 11/4 of Kothapeta Village & Mandal, EG Dist	
	Land Parcel	Land & civil structures of 80 Acres of vacant factory land situated at S Nos. 236 to 243, 250 to 252, 295 to 300, 304, 305, 311 to 316, 321 to 324 situated at Bobbili village, Vizianagaram (Conditional Allotment)	10.00
	Total		60.00
<b>ASSETS OWNED BY THIRD PARTIES</b>			
S NO	DESCRIPTION OF THE PROPERTY	PROPERTY BELONGS TO	VALUE (RS. CRS)
1.	VACANT COMMERCIAL LAND ADMEASURING 1127.33 SQ YDS AT KURMANNAPALEM, VISAKHAPATNAM,	VIZAG PROFILES PRIVATE LTD (VPPL)	1.64
2.	VACANT LAND PARCEL AC 3.79 CENTS VACANT SITE IN S NO 330/3C AND 329/1, KANITHI VILLAGE, GREATER VISAKHA MUNICIPAL CORPORATION, VISAKHAPATNAM DISTRICT	VPPL	15.00
3.	VACANT LAND PARCEL AC 4.37 CENTS IN SY NOS: 335/1 & 336/1A1 SITUATED AT KANITI, GAJUWAKA MANDAL, VISAKHAPATNAM	VPPL	15.00
4.	LAND PARCEL AC 8.255 CENTS LOCATED AT S NO 207, 277, 278 & 279 AT KANITHI VILLAGE, VISAKHAPATNAM	VPPL	30.00
5.	VACANT COMMERCIAL LAND ADMEASURING 29,911 SFT IN HOBLI, BANGALORE EAST TALUK	VPPL	8.97
6.	RESIDENTIAL PLOT VILLA NO 50 IN GREEN, TUNGLAM VILLAGE, GAJUWAKA MANDAL, VISAKHAPATNAM	VPPL	1.17
7.	COMMERCIAL LAND AT GREEN CITY TOWERS, BLOCK-A CORPORATE OFFICE BLDG, TUNGLAM VILLAGE, GAJUWAKA MANDAL, VISAKHAPATNAM	VPPL	4.49
8.	VACANT LAND MEASURING AC 7.90 CENTS LOCATED AT PARAWADA, VISAKHAPATNAM	VPPL	13.76
9.	RESIDENTIAL FLAT BEARING	VPPL	2.66

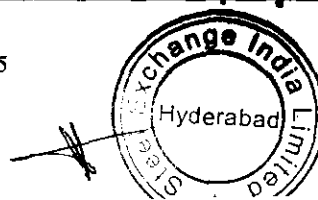


TERM	DESCRIPTION			
	FLAT NO: G-1, G-2, G-3, G-4, G-5, G-6, G-7 IN GREENCITY HEIGHTS, TUNGLAM VILLAGE, GAJUWAKA MANDAL, VISAKHAPATNAM DISTRICT			
10.	RESIDENTIAL VACANT PLOT, RAJAHMUNDRY MUNICIPAL CORPORATION	BANDI SUDHA		4.41
11.	RESIDENTIAL VACANT PLOT, KANURU VILLAGE, VIJAYAWADA	BANDI SUDHA		1.2
12.	COMMERCIAL PLOT ALONG WITH BUILDING AT KURMANNAPLEM, VISAKHAPATNAM	BANDI SURESH KUMAR BANDI SUGUNA		0.69
13.	RESIDENTIAL FLAT: 401 IN VIZAG PROFILE TOWERS AT KURMANNAPALEM, VISAKHAPATNAM	BANDI SURESH KUMAR		0.4
14.	RESIDENTIAL FLAT: 508 IN GREENCITY HEIGHTS, TUNGLAM VILLAGE, GAJUWAKA MANDAL, VISAKHAPATNAM DISTRICT	BAVINENI RAJESH		0.85
15.	VACANT RESIDENTIAL PLOT WITHIN THE LIMITS OF VISAKHAPATNAM MUNICIPAL LIMITS, VIZAG DIST	BAVINENI SURESH		1.06
16.	RESIDENTIAL PLOT BEARING D.NO: 4-28 (OLD) / D.NO: 3-7-9 (NEW), KURMANNAPALEM, GAJUWAKA MUNICIPALITY, VIZAG	BANDI RAMESH KUMAR & BANDI ARUNA KANTI		1.1
17.	VACANT LAND AT SY NO; 11/8 (AC 0.29 CENTS), SY NO: 11/9 (AC 0.32 CENTS), SY NO: 11/11 (AC 0.30 CENTS), SY NO: 11/17 (AC 0.33 CENTS) AND SY NO: 11/18 (AC 0.16 CENTS) OF TUNGALAM VILLAGE, GAJUWAKA, VIZAG	BANDI SURESH KUMAR		3.25
18.	COMMERCIAL LAND ATSY NO; 2/1 TO 2/19, 3/1 TO 3/18, 4/1 TO 4/14, 5/2B, 5/7B, 5/8 TO 5/11B (EXCEPT 5/10A, 5/11A) 7/1 TO 7/12, TUNGLAM, NEAR APPAREAL EXPORT PARK, VISAKHAPATNAM	VPPL		8.55
<b>ASSETS OWNED BY THIRD PARTIES TO BE RELEASED UPON UPFRONT RECEIPT OF MONEY BY THE INVESTORS/DEBENTURE HOLDERS</b>				

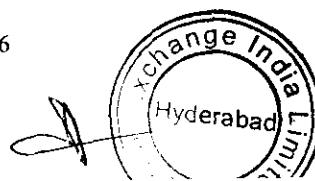




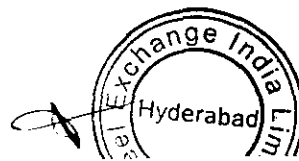
TERM	DESCRIPTION			
	S NO.	DESCRIPTION OF THE PROPERTY	PROPERTY BELONGS TO	VALUE (RS. CRS)
	1.	VACANT COMMERCIAL LAND AT BIDARAHALLI HOBLI, BANGALORE	DUVVURU VIJAYA KUMAR REDDY	1.94
	2.	AGRICULTURAL LAND, GANGURU VILLAGE, KRISHNA DISTRICT	GOGINENI SRI LAKSHMI	4.5
			CHALLA INDIRA LAVANYA	2.03
	3.	VACANT LAND RAJAHMUNDRY RURAL, EAST GODAVARI DIST	MARIDI RAMA KRISHNA	2.03
	4.	RESIDENTIAL PLOT BEARING SY NO: 1051, D.NO: 12-1-23/3, WARD NO: 18, WALTAIR WARD, KANNAYAPETA ROAD, VISAKHAPATNAM	K.V. BHASKAR	0.52
	5.	RESIDENTIAL PLOT ADMEASURING AT SY NO: 119/4, D.NO: 31-12-3, WARD NO: 31, KURMANNAPALEM, VISAKHAPATNAM - 530046	BANDI SUGUNA	0.84
	6.	VACANT LAND ADMEASURING AC 8.70 CENTS SITUATED IN SY NO: 66/P OF MALLIVEEDU VILLAGE, VIZINAGARAM MANDAL	VPPL	6.6
		TOTAL		18.46
Intellectual Property	All patents, trademarks, permits, service marks, brands, trade names, trade secrets, proprietary information and knowledge, technology, computer programs, databases, copyrights, licences, franchises, formulae, designs, rights of confidential information and all other intellectual property.			
IBC	Insolvency and Bankruptcy Code, 2016 as amended from time to time.			
Issue / Private Placement	Private placement by the Company of the Debentures			
Issue Size	3828 Debentures, each of the face value of Rs. 10,00,000, for cash aggregating upto an amount of Rs. 382,80,00,000			
Mandatory Redemption Amounts	Such amounts to be received by the Issuer upon occurrence of a Mandatory Redemption Event and which shall in any event amount to: (a) INR 25,00,00,000 (Indian Rupees Twenty Five Crore) upon occurrence of the first Mandatory Redemption Event; (b) 25,00,00,000 (Indian Rupees Twenty Five Crore) upon occurrence of the second Mandatory Redemption Event; and (c) INR 110,00,00,000 (Indian Rupees One Hundred and Ten Crore) upon occurrence of the third Mandatory Redemption Event.			
Mandatory Redemption Date	The following on which the Debentures are required to be redeemed in accordance with the Debenture Trust Deed pursuant to the occurrence of a Mandatory			



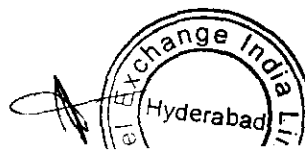
TERM	DESCRIPTION
	<p>RedemptionEvent:</p> <p>(i) first, upto a period of 1 (one) month from the Deemed Date of Allotment;</p> <p>(ii) second, up to a period of 3 (three) months from the Deemed Date of Allotment;</p> <p>(iii) third, up to a period of 18 (eighteen) months from the Deemed Date of Allotment.</p>
Mandatory Redemption Events	<p>The sale of Identified Assets of the Issuer:</p> <p>(i) first, within a period of 1 (one) month from the Deemed Date of Allotment, to pay a Mandatory Redemption Amount of INR 25,00,00,000 (Indian Rupees Twenty Five Crore);</p> <p>(ii) second, within a period of 3 (three) months from the Deemed Date of Allotment, to pay a Mandatory Redemption Amount of INR 25,00,00,000 (Indian Rupees Twenty Five Crore); and</p> <p>(iii) third, within a period of 18 (eighteen) months from the Deemed Date of Allotment, to pay a Mandatory Redemption Amount of INR 110,00,00,000 (Indian Rupees One Hundred and Ten Crore).</p>
Material Adverse Effect	<p>means a material adverse effect on or a material adverse change on:</p> <p>(a) the Issuer and/ or the Corporate Guarantors, their assets, properties, business prospects or financial condition;</p> <p>(b) the implementation of, or the carrying on of, the business or operations of the Issuer and/ or the Corporate Guarantors;</p> <p>(c) the ability of the Obligor to perform and comply with its obligations under any Transaction Document;</p> <p>(d) the validity, legality or enforceability of, or the rights or remedies of any Secured Party under any Transaction Document; or</p> <p>(e) the validity, legality or enforceability of any Security Interest expressed or evidenced to be created pursuant to any Transaction Document or on the priority and ranking of any of such Security Interest.</p>
Memorandum / Memorandum of Association	Memorandum of association of the Company, as amended from time to time
Mortgaged Documents	The memorandum(s) of entry, declarations and such other documents required to be executed by the Mortgagors for creation of Security Interest on the Mortgaged Properties.
Mortgaged Properties	Please refer to <b>Annexure P</b>
Non Disposal Undertaking	the non-disposal undertaking cum declaration to be executed between the NDU Provider and the Debenture Trustee as a condition precedent prior to the Deemed Date of Allotment in a form and manner acceptable to the Debenture Trustee.
Obligors	The Issuer, the Pledgors, the Promoters and the Guarantors
Offer Documents	This Information Memorandum and the Offer Letter



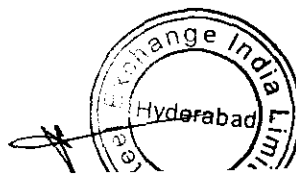
TERM	DESCRIPTION																																		
Offer Letter	The private placement offer cum application letter in the form specified pursuant to sub-rule (3) of Rule 14 of the Prospectus and Allotment of Securities Rules offering, by way of private placement to the Original Debenture Holders, the Debentures.																																		
Original Financing Statements	In relation to the Issuer, its audited financial statements for Financial Year ended on March 31, 2020.																																		
Personal Guarantee	The deed(s) of personal guarantee dated on or about the date of the Debenture Trust Deed and executed by each of the Personal Guarantors in favour of the Debenture Trustee.																																		
Personal Guarantors	Mr. Bandi Satish Kumar, Mr Bandi Suresh Kumar and Mr Bandi Ramesh Kumar																																		
Pledge Agreement(s)	The pledge agreement to be executed between the Pledgors and the Debenture Trustee as a condition precedent prior to the Deemed Date of Allotment in a form and manner acceptable to the Debenture Trustee.																																		
Pledged Shares	The equity shares held by the Issuer representing 46.96% of the total issued and paid up share capital of the Issuer on a fully diluted basis.																																		
Pledgors	<table border="1"> <thead> <tr> <th>S NO.</th> <th>INDIVIDUALS/HINDU UNDIVIDED FAMILY</th> </tr> </thead> <tbody> <tr><td>1.</td><td>BAVINENI JYOTHI KIRAN</td></tr> <tr><td>2.</td><td>VEERAMACHANENI VENKATA KRISHNA RAO</td></tr> <tr><td>3.</td><td>V RAJYA LAKSHMI</td></tr> <tr><td>4.</td><td>VEERAMACHANENI SRIJAN BABU</td></tr> <tr><td>5.</td><td>BANDI JAYA PADMAVATHI</td></tr> <tr><td>6.</td><td>SATISH KUMAR BANDI</td></tr> <tr><td>7.</td><td>BAVINENI SURESH</td></tr> <tr><td>8.</td><td>BAVINENI LAVANYA</td></tr> <tr><td>9.</td><td>BANDI RAMESH KUMAR</td></tr> <tr><td>10.</td><td>SUDHA B</td></tr> <tr><td>11.</td><td>BANDI SUGUNA</td></tr> <tr><td>12.</td><td>BANDI ARUNAKANTHI</td></tr> <tr><td>13.</td><td>SURESH KUMAR BANDI</td></tr> <tr><td>14.</td><td>RAJESH BAVINENI</td></tr> <tr><td>15.</td><td>UMASHIV GARMENTS PRIVATE LTD</td></tr> <tr><td>16.</td><td>VIZAG PROFILES PRIVATE LIMITED</td></tr> </tbody> </table>	S NO.	INDIVIDUALS/HINDU UNDIVIDED FAMILY	1.	BAVINENI JYOTHI KIRAN	2.	VEERAMACHANENI VENKATA KRISHNA RAO	3.	V RAJYA LAKSHMI	4.	VEERAMACHANENI SRIJAN BABU	5.	BANDI JAYA PADMAVATHI	6.	SATISH KUMAR BANDI	7.	BAVINENI SURESH	8.	BAVINENI LAVANYA	9.	BANDI RAMESH KUMAR	10.	SUDHA B	11.	BANDI SUGUNA	12.	BANDI ARUNAKANTHI	13.	SURESH KUMAR BANDI	14.	RAJESH BAVINENI	15.	UMASHIV GARMENTS PRIVATE LTD	16.	VIZAG PROFILES PRIVATE LIMITED
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Promoters	B Satish Kumar B Ramesh Kumar B Suresh Kumar																																		
Private Placement Offer Cum Application Letter/ PPOAL	Private Placement Offer Cum Application Letter signed by the authorised signatory of the Company in Form PAS-4 to be issued by the Issuer pursuant to the provisions of Section 42 of the Companies Act, 2013 and the rules framed thereunder, as amended, to successful bidders after completion of the e-bidding process.																																		
QIBs	Qualified Institutional Buyers, as defined in Regulation 2(1)(ss) of SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended																																		
Redemption Dates	<p><b>"Redemption Date"</b> means as the context may permit or require, each or any of:</p> <p>(a) a Scheduled Redemption Date;</p> <p>(b) an Early RedemptionDate;</p> <p>(c) the Mandatory Redemption Date;or</p> <p>(d) the Final RedemptionDate.</p>																																		



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	If the Redemption Date is not a Business Day, then the Redemption Date shall be arrived at as per the Business Day Convention																																												
Redemption Premium	means such amounts payable along with the principal Redemption Amounts such that the Debenture Holders earn the Agreed IRR on the aggregate of the Subscription Amount and the Special Premium.																																												
Registrar / Registrar and Transfer Agent	Venture Capital and Corporate Investments Private Limited, as the registrar and transfer agent to the Issue																																												
Required Security Cover	100% (One Hundred Percentage)																																												
Resolution of Stressed Assets Framework	The circular dated 7 June 2019 issued by the RBI titled "Prudential Framework for Resolution of Stressed Assets", as may be amended, modified, replaced or substituted from time to time.																																												
SARFAESI Act	means the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (as amended from time to time).																																												
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SEBI Act	The Securities and Exchange Board of India Act, 1992, as amended																														
Secured Parties	Debenture Trustee and Debenture Holders																														
Secured Property	<p>The assets mortgaged, charged, pledged, hypothecated otherwise made the subject of Security Interest pursuant to the Transaction Documents, including (for the avoidance of doubt) collectively:</p> <p>(a) the Hypothecated Assets;</p> <p>(b) the Pledged Shares; and</p> <p>(c) the Mortgage Property(ies);</p> <p>as more particularly set out in the relevant Security Documents.</p>																														
Security Cover	At any time, with respect to all the Debentures, the ratio of the aggregate valuation of the Secured Property to the aggregate outstanding Debt.																														
Security Documents	<p>Includes:</p> <p>(a) Mortgage Documents;</p> <p>(a) the Deed of Hypothecation along with corresponding power of attorney;</p> <p>(b) the Pledge Agreement along with corresponding power(s) of attorney;</p> <p>(c) the Guarantees;</p> <p>(d) the Non-Disposal Undertaking along with corresponding power of attorney;</p> <p>(e) the letters from the Issuer providing details of the receivables forming part of the Secured Property delivered to the Debenture Trustee from time to time; and</p> <p>any other document designated as a security document by the Debenture Holders and/or Debenture Trustee.</p>																														
Security Interest	any mortgage, charge, pledge, assignment, hypothecation, security interest, title retention, preferential right, trust arrangement, right of set-off, counterclaim or																														

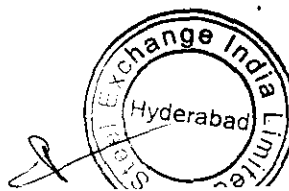


TERM	DESCRIPTION
	banker's lien, privilege or priority of any kind having the effect of security, any designation of loss payees or beneficiaries or any similar arrangement under or with respect to any insurance policy or any preference of one creditor over another arising by operation of Applicable Law.
Special Premium	<p>Special Premium shall be an amount equivalent to Rs 17,20,00,000 (Indian Rupees Seventeen crores and Twenty Lakhs) and shall become payable immediately upon the occurrence of any of the following events:-</p> <ol style="list-style-type: none"> <li>1. At the end of 45 days from the date of allotment of the NCDs; or</li> <li>2. Issuance of equity shares, declaration of bonus shares, buyback of shares, merger, demerger or any other corporate action undertaken by the Company; or</li> <li>3. Default in payment of coupon and principal amounts on the Subscription Amount; or</li> <li>4. Any proceeding being initiated, or any claim being made against the Company in terms of the Insolvency and Bankruptcy Code, 2016; or</li> <li>5. Any change in existing management of the Company; or</li> <li>6. Any other default by the Company in terms of the Debenture Trust Deed.</li> </ol> <p>If the Issuer is unable to immediately pay the Special Premium, then the same shall get added to the outstanding Debt and can be paid along with the debenture with an IRR of 21.5% p.a.c.m.</p> <p>All other conditions of Coupon at the rate as being levied on NCDs shall also be applicable on the Special Premium.</p> <p>Special Premium shall be deemed to have been invested by the Debenture Holders along with the Subscription Amount on the Deemed Date of Allotment.</p>
Stock Exchanges	BSE
Subscription Amounts	The proceeds received by the Issuer in relation to issue of the Debentures by the Issuer in accordance with the Transaction Documents
Tax Laws	the prevalent Tax laws and rules thereunder, or any amendments thereto, in India at the Central, State or Municipal/local level and includes the Income Tax Act, 1961 and the Income Tax Rules, 1962.
TR Account or Trust and Retention Account	means the INR denominated bank account that the Issuer shall open/ operationalize within 30 (thirty) days of the Deemed Date of Allotment and in accordance with the terms of the Trust and Retention Account Agreement, with the relevant Account Bank (or any scheduled commercial bank approved by the Debenture Trustee in writing) with no lien or set off rights of that Account Bank.
Trust and Retention Account Agreement	means the agreement to be executed in a form and manner acceptable to the Debenture Trustee, in relation to the operations and maintenance of the TR Account.

All other capitalised terms not defined above shall have the meaning assigned to them in "Issuer Information" and "Issue Details" of this Disclosure Document.

#### Abbreviations

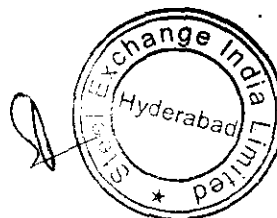
&	And
1H	1 <sup>st</sup> half of the FY
1Q	1 <sup>st</sup> quarter of the FY
2Q	2 <sup>nd</sup> quarter of the FY
3Q	3 <sup>rd</sup> quarter of the FY



4Q	4 <sup>th</sup> quarter of the FY
BSE	BSE Limited
CDSL	Central Depository Services (India) Limited
Cr	Crore
CY	Calendar Year
DRR	Debenture Redemption Reserve
DTA	Domestic Tariff Area
EBIT	Earnings Before Interest and Tax
EBITDA	Earnings Before Interest, Tax, Depreciation and Amortization
EBP	Electronic Book Provider
FCY	Foreign Currency
FY	Financial Year
GAAP	Generally Accepted Accounting Principles
GoI	Government of India
Ind AS	Indian Accounting Standards
ISIN	International Securities Identification Number
JV	Joint Venture
MIS	Management Information System
N.A.	Not Applicable
NEFT	National Electronic Funds Transfer
NSDL	National Securities Depository Limited
NSE	National Stock Exchange of India Limited
NTRP	Negotiated Trade Reporting Platform
OTT	Over-the-top
p.a.	Per annum
PAN	Permanent Account Number
PAT	Profit After Tax
PBT	Profit Before Tax
PI	Participating Interest
PPOAL	Private Placement Offer Cum Application Letter
R&D	Research and Development
RBI	Reserve Bank of India
RDC	Registrar of Companies
Rs.	Indian Rupees
RTGS	Real Time Gross Settlement
SEZ	Special Economic Zone
SEBI	Securities and Exchange Board of India
TDS	Tax Deducted at Source
USA	United States of America
USD or US\$ or \$	United States Dollar
VPPL	Vizag Profiles Private Limited
UGPL	Umashiv Garments Private Limited
w.e.f.	with effect from
WDM	Wholesale Debt Market
y-o-y	Year on Year

## 2. ISSUER INFORMATION

### 2.1 About the Issuer

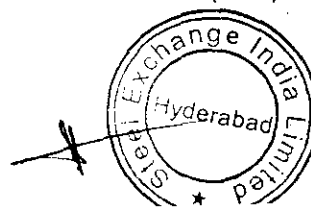


<b>Name</b>	Steel Exchange India Limited
<b>Corporate Identity Number (CIN)</b>	L74100AP1999PLC031191
<b>Registered Office of the Issuer</b>	303, My home Lakshmi Nivas Apartments, Greenlands, Ameerpet, Hyderabad – 500 016 Tel No: <b>040-40033501, 040-23403725</b> Fax No: <b>040-23413267</b> E-mail: <a href="mailto:cs@seil.co.in">cs@seil.co.in</a> , <a href="mailto:csravindra.seil@gmail.com">csravindra.seil@gmail.com</a>
<b>Corporate Office of the issuer</b>	Block 'A', Green city, Near Apparel Export Park, Vadlapudi (po), Visakhapatnam- 530 046 A.P. TelNo: <b>0891-2587175,2587573</b> FaxNo: <b>0891-2749215,2749218</b> E-mail: <a href="mailto:cs@seil.co.in">cs@seil.co.in</a> , <a href="mailto:info@seil.co.in">info@seil.co.in</a>
<b>Compliance Officers of the Issuer</b>	<b>Raveendra Babu Mannem</b> ACS M. No: 34409 Tel No: 040-40033501 E-mail: <a href="mailto:csravindra.sell@gmail.com">csravindra.sell@gmail.com</a>
<b>CFO of the Issuer</b>	<b>Bandi RameshKumar</b> Chief Financial Officer TelNo:+9108912587175 E-mail: <a href="mailto:ramesh@seil.co.in">ramesh@seil.co.in</a>
<b>Debenture Trustee of the Issue</b>	<b>VISTRA ITCL (INDIA) LIMITED</b> Tel No: +91 22 2659 3535 E-mail: <a href="mailto:mumbai@vistra.com">mumbai@vistra.com</a>
<b>Registrar &amp; Transfer Agent of the Issue</b>	<b>Venture Capital and Corporate Investments Private Limited</b> Tel No: +91 040-23818475/23818476/23868023 E-mail: <a href="mailto:info@vccilindia.com">info@vccilindia.com</a>
<b>Credit Rating Agency of the Issue</b>	<b>Brickwork Ratings India Private Limited</b> Tel No: +91 22 2831 1426/2831 1439 E-mail: <a href="mailto:satish.j@brickworkratings.com">satish.j@brickworkratings.com</a>
<b>Auditors of the Issuer</b>	<b>Bhavani &amp; Co, Chartered Accountants</b> Tel No: +91-8497980002 E-mail: <a href="mailto:contact@bhavaniandco.in">contact@bhavaniandco.in</a>
<b>Legal Advisors to the Issue</b>	<b>Khaitan &amp; Co.,</b> One Indiabulls Centre, 10 <sup>th</sup> & 13 <sup>th</sup> Floor, Tower 1, 841 Senapati Bapat Marg, Mumbai, Maharashtra 400 013 Tel: + 91-22-66365000 Fax: +91-22-66365050

## 2.2 Brief summary of Business/ Activities of the Issuer and its line of Business

### 2.2.1 Overview

Steel Exchange India Limited (SEIL), promoted by Shri. Satish Kumar along with his brothers, was incorporated on February 24, 1999 as Pyxis Technology Solutions Limited (PTSL). Pyxis Technology Solutions





was a software company focused on development of business -to -business specific online solutions. The promoters were originally into trading of steel & steel related products under the banner of Vizag Profiles Limited. In December 1999 a 100% subsidiary of PTSL named Steel Exchange India limited was incorporated to launch a portal by that name.

In June 2002, the promoters acquired Simhadri Steels Private Limited (SSPL), a sick rolling mill with an installed capacity of 45,000 MTPA and turned around the operations of the unit.

In April 2003, the 100% subsidiary of PTSL, and Simhadri Steels were merged with PTSL and the combined entity was renamed as Steel Exchange India Limited (SEIL). In 2004, Company set up an ingot manufacturing unit at Kothapeta near Rajahmundry.

During FY 2006-07, the entire manufacturing and trading business of Vizag Profiles, the erstwhile flagship company, consisting of a rolling mill and two wire drawing units were transferred to SEIL.

In 2008, the company became strategic investor in the revival and rehabilitation of GSAL (India) Limited (GSAL), a sick company referred to the BIFR. GSAL owned a 220,000 MTPA capacity sponge iron unit. The unit is located in about 400 acres of land in close proximity to Vishakhapatnam city. The unit became sick in 1999 as the steel industry was in recession and the unit did not have downstream arrangements for captive consumption of the sponge iron.

The proposal of rehabilitation of GSAL included setting up of downstream arrangements namely Steel Melting shop to manufacture billets, rolling mill and captive power plant and merger of GSAL (India) Limited with SEIL at a swap ratio of one share of SEIL for every ten shares of GSAL. The 2,50,000 MTPA capacity SMS billet unit and 2,25,000 MTPA capacity rolling mill were since set up in 2010.

SEIL promoted Simhadri Power Limited (SPL) as a SPV in FY 2012 for setting up a captive power plant with an installed capacity of 60 MW in order to support its power requirement and also to derive economies of scale. In order to have synergy of operations among the group companies and as a part of fiscal consolidation, SEIL and SPL were merged with April 1, 2013 as effective date of merger.

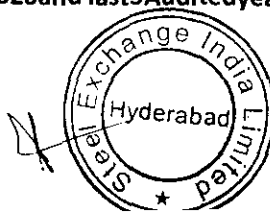
Currently the company's manufacturing facilities consist of 2,20,000 MTPA sponge iron unit, 2,50,000 MTPA billet unit, 2,25,000 MTPA rolling mill and 60 MW coal based captive power plant. These facilities are located on 400 acres of land, 35 km from Visakhapatnam city at Malliveedu Village in Andhra Pradesh. Currently the Company is engaged in manufacture of TMT rebars, billets & ingots, sponge iron, power and in trading of steel products. In addition to these units at steel plant, the company also has a rolling mill unit with capacity of 45,000 MTPA at Paravada Mandal, Visakhapatnam which has been given on lease to Vizag Rebars Pvt Ltd, a natural gas-based power plant of capacity 11.84 MW & steel melting shop of capacity 90,000 MTPA of ingot manufacture at Kothapeta, East Godavari and wire drawing unit in Autonagar Vishakhapatnam.

**2.2.2 Corporate Structure**

**Details of the Holding Company/ Subsidiaries (as per Companies Act) as on 30 September 2020:**

I	<b>Holding Company</b>
	Nil
II	<b>Subsidiary Companies</b>
	Nil

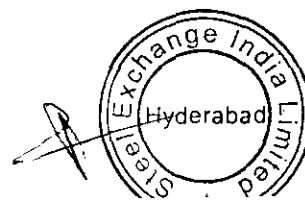
**2.2.3 Key Operational and Financial Parameters for the Sep 2020 and last 3 Audited years**



## 1. Consolidated

(Rs. in Crore)

Parameters	1H FY 2020-21	FY 2019-20	FY 2018-19	FY 2017-18
Net-worth	174.02	155.50	91.33	128.12
Total Debt	941.25	1032.89	1039.52	1087.23
- of which - Non-Current Maturities of Long-Term Borrowing	83.08	103.23	122.81	153.85
- Short Term Borrowing	648.58	738.95	744.95	773.70
- Current Maturities of Long-Term Borrowings	190.98	172.10	153.31	141.08
- Other Financial Liabilities (Preference Share Capital)	18.61	18.61	18.61	18.61
Other Long-Term Liabilities	30.52	30.52	55.12	35.13
Net Fixed Assets	657.71	670.08	695.21	722.12
Non-Current Assets	27.37	19.32	33.22	8.04
Cash and Cash Equivalents	14.19	26.38	4.33	8.27
Current Investments	-	-	0.31	0.30
Current Assets	664.78	697.75	699.08	803.26
Current Liabilities	1043.63	1079.30	1139.64	1197.69
Assets under Management	-	-	-	-
Off balance Sheet Assets	-	-	-	-
Interest income	1.86	0.20	1.30	0.79
Interest expense	-	-	-	114.22
Net Sales	302.07	780.82	1023.94	931.15
EBITDA	31.38	69.88	22.41	-50.17
EBIT	18.89	54.13	-0.52	-79.17
Interest	-	-	-	114.22
PAT	18.52	64.16	-36.79	-170.12
Dividend	-	-	-	-
Current ratio	0.64	0.65	0.61	0.67
Interest Coverage Ratio	NA	NA	NA	-0.69
Gross Debt / Equity Ratio	5.41	6.64	11.38	8.49
Debt Service Coverage Ratio	0.18	0.46	0.16	-0.46



## 2. Standalone

(Rs. in Crore)

Parameters	1H FY 2020-21	FY 2019-20	FY 2018-19	FY 2017-18
Net-worth	174.02	155.50	91.33	128.12
Total Debt	941.25	1032.89	1039.52	1087.23
- of which - Non-Current Maturities of Long-Term Borrowing	83.08	103.23	122.81	153.85
- Short Term Borrowing	648.58	738.95	744.95	773.70
- Current Maturities of Long-Term Borrowings	190.98	172.10	153.31	141.08
- Other Financial Liabilities (Preference Share Capital)	18.61	18.61	18.61	18.61
Other Long-Term Liabilities	30.52	30.52	55.12	35.13
Net Fixed Assets	657.71	670.08	695.21	722.12
Non-Current Assets	27.37	19.32	33.22	8.04
Cash and Cash Equivalents	14.19	26.38	4.33	8.27
Current Investments	-	-	0.31	0.30
Current Assets	664.78	697.75	699.08	803.26
Current Liabilities	1043.63	1079.30	1139.64	1197.69
Assets under Management	-	-	-	-
Off balance Sheet Assets	-	-	-	-
Interest income	1.86	0.20	1.30	0.79
Interest expense	-	-	-	114.22
Net Sales	302.07	780.82	1023.94	931.15
EBITDA	31.38	69.88	22.41	-50.17
EBIT	18.89	54.13	-0.52	-79.17
Interest	-	-	-	114.22
PAT	18.52	64.16	-36.79	-170.12
Dividend	-	-	-	-
Current ratio	0.64	0.65	0.61	0.67
Interest Coverage Ratio	NA	NA	NA	-0.69
Gross Debt / Equity Ratio	5.41	6.64	11.38	8.49

Parameters	1H FY 2020-21	FY 2019-20	FY 2018-19	FY 2017-18
Debt Service Coverage Ratio	0.18	0.46	0.16	-0.46

#### 2.2.4 Gross Debt: Equity Ratio of the Company (as of 30 September 2020):

Before the issue of Debentures	5.41
After the issue of Debentures	3.65

#### 2.2.5 Project cost and means of financing, in case of funding new projects

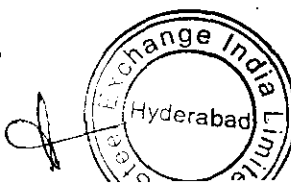
No New Projects

#### 2.2.6 Objects of the Issue

The net proceeds of the Issue will be utilised *inter-alia* towards a full and final one-time settlement of outstanding dues of the Existing Lenders.

#### 2.2.7 Brief history of the Issuer since its incorporation

- ▶ SEIL the flagship company was incorporated as Pyxis Technology Solutions Ltd (PTSL) in February 1999. The company was promoted by first generation technocrats cum entrepreneurs who were originally into steel trading and gradually ventured into Steel manufacturing as a backward integration of their strong steel retail and trading business.
- ▶ A 100% subsidiary by the name Steel Exchange India Limited was incorporated in the year 2000 to launch and promote a steel portal by the same name.
- ▶ In 2002, SEIL acquired Simhadri Steels Private Limited (SSPL), a sick company having a rolling mill of 45000 TPA capacity at Vizag. It was successfully turned around into a profitable venture.
- ▶ In 2003, the 100% subsidiary and SSPL were merged with PTSL and the combined entity was renamed as Steel Exchange India Limited (SEIL).
- ▶ During 2003-04, SEIL set up a project for manufacturing steel ingots with an installed capacity of 60,000 TPA along with a captive natural gas-based power plant of 5.82 MW at a capex of around Rs 18.84 crores, which was part funded by Term Loan (TL-I) of Rs 12.00 crores. The capacity was subsequently expanded to 11.64 MW Gas based power plant and 90,000 tpa of Steel Ingot.
- ▶ During FY 2006-07, the entire manufacturing and trading business of Vizag Profiles, the erstwhile flagship company, consisting of a rolling mill of 20,000 tpa capacity and two wire drawing units of 6000 tpa capacity and 24,000 tpa capacity were transferred to SEIL. The rolling was sold in 2008-09 and the wire drawing unit of 6000 tpa capacity was sold in 2011-12
- ▶ During 2008-09, SEIL by virtue of inorganic business strategy, became the strategic investor in the rehabilitation of GSAL India Limited, a sick company with BIFR having 2,20,000 tpa of Sponge Iron unit with excellent infrastructure and close proximity to Visakhapatnam city. GSAL was merged with SEIL with approval of BIFR in 2012. The effective date of merger was 1.4.2010.
- ▶ During 2010, SEIL commissioned a billet plant and rolling mill with capacities of 2,40,000 TPA and 2,25,000 TPA respectively as part of the rehabilitation program of GSAL at a capex of Rs 132 crores, which had been funded out of equity of Rs 37.32 crores debt of Rs 80.00 crores and balance from internal accruals.



► During 2012-13, the company set up a 60 MW captive power plant through an SPV named Simhadri Power Limited. The power plant has waste heat recovery boiler of 10 MW which utilises the waste heat of sponge iron kilns. The CFBC boiler of 50 MW is designed to utilize the waste coal fines and char generated in the sponge iron kilns apart from using fresh coal. The cost of the project was Rs. 320 crore funded by Term Loans of Rs. 230 Cr and balance by equity. Subsequently in 2014-15, the SPV was merged with 5EIL with effective date being 1<sup>st</sup> April 2013.

#### 2.2.8 Details of Share Capital as on last quarter end i.e. 30 September 2020

AUTHORISED SHARE CAPITAL		(Rs. Crore)
258000000 Equity Shares of Rs. 10 each		258.00
74000000 Preference Shares of Rs.10 each		74.00
<b>TOTAL</b>		<b>332.00</b>
ISSUED, SUBSCRIBED AND PAID-UP SHARE CAPITAL		(Rs. Crore)
75984812 Equity Shares of Rs.10 each fully paid-up		75.98
18608750 Non-Convertible Redeemable Preference Shares of Rs.10 each		18.60
<b>TOTAL</b>		<b>94.58</b>

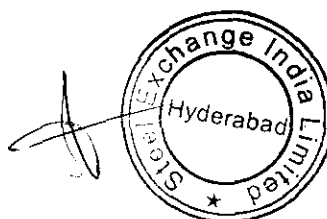
#### 2.2.9 Changes in Capital Structure as on last quarter end, i.e. 30 September 2020 for the last 5 years

Date of Change (AGM/ EGM)	Equity Share Capital (Rs.)	Preference Share Capital (Rs.)	Unclassified Capital (Rs.)	Total Authorised Capital (Rs.)	Particulars
30.09.2020	2580000000	740000000	Nil	3320000000	-
30.09.2019	2580000000	740000000	Nil	3320000000	-
30.09.2018	2580000000	740000000	Nil	3320000000	-
30.09.2017	2580000000	740000000	Nil	3320000000	-
30.09.2016	2580000000	740000000	Nil	3320000000	-

#### 2.2.10 Equity Share Capital History of the Company as on last quarter end i.e. 30 September 2020 for the last 5 Years

There are no equity allotments from 30<sup>th</sup> September 2016 to 30<sup>th</sup> September 2020

Date of Allotment	No. of Equity Shares	Face Value (Rs.)	Issue Price (Rs.)	Consideration (Cash, other than cash, etc.)	Nature of Allotment	Cumulative			Remarks
						No of equity shares	Equity Share Capital (Rs.)	Equity Share Premium (in Rs.)	



Date of Allotment	No. of Equity Shares	Face Value (Rs.)	Issue Price (Rs.)	Consideration (Cash, other than cash, etc.)	Nature of Allotment	Cumulative			Remarks
						No of equity shares	Equity Share Capital (Rs.)	Equity Share Premium (in Rs.)	
26.01.2016	18052092	10	NA	Other than Cash	Shares issued to Erstwhile shareholders of Simhadri Power Limited pursuant to Scheme of Merger as per Hon'ble High Court Order	75984812	759848120	897823960	NA

**2.2.11 Details of any Acquisition or Amalgamation in the last 1 year**

Nil

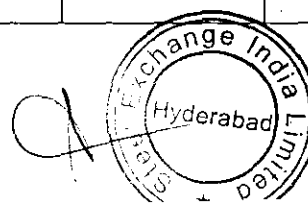
**2.2.12 Details of any Reorganization or Reconstruction in the last 1 year**

Nil

Types of event	Date of announcement	Date of Completion	Details
NIL	NIL	NIL	NIL

**2.3 Details of the shareholding of the Company as on the latest quarter end i.e. 30 September 2020****2.3.1 Shareholding pattern of the Company as on last quarter end i.e. 30 September 2020:**

Sr. No.	Particulars	Total no. of equity shares held	No. of shares in demat form	Total shareholding / voting rights as a % of total no. of equity shares
1.	Promoter & Promoter Group	36156567	36156567	47.53
2.	Mutual Funds/UTI	3537	3447	0.00
3.	Alternate Investment Funds	-	-	-
4.	Foreign Portfolio Investors (FPIs)	-	-	-
5.	Financial Institutions/ Banks	-	-	-
6.	Insurance Companies	-	-	-
7.	Foreign Institutional Investors (FIIs)	-	-	-
8.	Qualified Institutional Buyers	-	-	-
9.	Central Government/ State Government(s)/ President of India	309348	309348	0.41



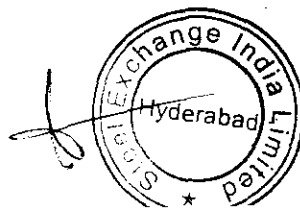
10.	Individuals	25041218	24355506	32.95
11.	NBFCs registered with RBI	-	-	-
12.	Bodies Corporate	11421452	11195390	15.03
13.	Non-Resident Indians	105218	105218	0.14
14.	Overseas Corporate Bodies	3050197	-	4.01
15.	Foreign Portfolio Investors (Individual)	-	-	-
16.	Foreign Nationals	-	-	-
17.	Clearing Members	160162	160162	0.21
18.	Unclaimed Shares Suspense Account	579046	579046	0.76
19.	Investor Education and Protection Fund (IEPF) Authority	-	-	-
20.	Trusts	87045	100	0.11
21.	HUF	-	-	-
22.	Global Depository Receipts (GDRs)	-	-	-
<b>Total</b>		<b>75984812</b>	<b>72022741</b>	<b>100.00</b>

### 2.3.2 List of top 10 holders of equity shares of the Company as on the latest quarter end i.e. 30 September 2020

Sr. No.	Name of the Shareholders	Total No of Equity Shares	No of shares in Dematerialised form	Total Shareholding / voting rights as a % of total no of equity shares
1.	UMASHIV GARMENTS PRIVATE LTD	20789115	20789115	27.36
2.	VIZAG PROFILES PRIVATE LIMITED	5763650	5763650	7.59
3.	QUALITY STEEL SHOPPE PVT LTD	4250000	4250000	5.59
4.	ROSE CITY HOLDINGS LTD	3050197	0	4.01
5.	ARCADIA SHARE AND STOCK BROKERS PVT LTD-PROPRIETARY A/C	2356948	2356948	3.10
6.	BANDI SURESH KUMAR	1549950	1549950	2.03
7.	YASHOVARDHAN SINHA HUF.	1516766	1516766	2.00
8.	BANDI JAYA PADMAVATHI	1325646	1325646	1.74
9.	JAIDEEP SINGH NAKAI	1250000	1250000	1.65
10.	KAUSHIK SHAH SHARES AND SEC PVT LTD	1168288	1168288	1.54
<b>Total</b>		<b>43020560</b>	<b>39970363</b>	<b>56.62</b>

### 2.3.3 List of the Person / Entity belonging to Promoter and Promoter Group of the Company as on the latest quarter end i.e. 30 September 2020

Sr. No.	Name of the Person / Entity belonging to Promoter and Promoter Group	No. of shares held	No. of shares held in dematerialised form	% w.r.t total share capital / Voting Capital

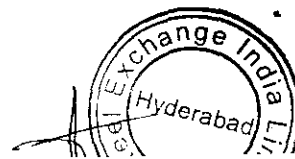


Sr. No.	Name of the Person / Entity belonging to Promoter and Promoter Group	No. of shares held	No. of shares held in dematerialised form	% w.r.t total share capital / Voting Capital
1	UMASHIV GARMENTS PRIVATE LTD	20789115	20789115	27.36
2	VIZAG PROFILES PRIVATE LIMITED	5763650	5763650	7.59
3	BANDI SURESH KUMAR	1549950	1549950	2.04
4	BANDI JAYA PADMAVATHI	1325646	1325646	1.74
5	BAVINENI SURESH	1138350	1138350	1.5
6	BAVINENI JYOTHI KIRAN	1127964	1127964	1.48
7	RAJESH BAVINENI	775336	775336	1.02
8	SATISH KUMAR BANDI	645944	645944	0.85
9	VEERAMACHANENI VENKATA KRISHNA RAO	643736	643736	0.85
10	BAVINENI LAVANYA	491146	491146	0.65
11	BANDI SUGUNA	433150	433150	0.57
12	V RAJYA LAKSHMI	340908	340908	0.45
13	BANDI RAMESH KUMAR	319418	319418	0.42
14	BANDI ARUNAKANTHI	217900	217900	0.29
15	RAVI C NARAYANAN	211504	211504	0.28
16	K V BHASKAR	146328	146328	0.19
17	K JELUSIA	113636	113636	0.15
18	VEERAMACHANENI SRIJAN BABU	114886	114886	0.16
19	SUDHA B	8000	8000	0.01
	<b>Total</b>	<b>36156567</b>	<b>36156567</b>	<b>47.58</b>

#### 2.4 Details regarding the Directors of the Company

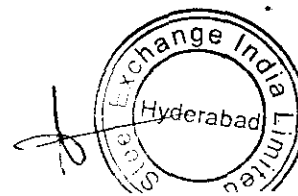
##### 2.4.1 Details of the current Directors of the Company as of the date of this Disclosure Document

S. No.	Name	Designation	DIN/M No	Age	Appointment Date/ Director of the Company since	Address	Details of Other Directorships
1	Bandi Satish Kumar	Chairman & Managing Director	00163676	60 Years	01.10.2007	Flat No. NF-1, Lavakhusa Residency, Road No 2, Banjara Hills Beside L V Prasad Eye Institute Hyderabad- 500034	Satyatej Vyapar Pvt. Ltd. Umashiv Garments Pvt. Ltd. Simhadri Pellets India Ltd.
2	Bandi Suresh Kumar	Joint Managing Director	00206473	56 Years	24.02.1999	H.No. 31-8- 41/2, Vizag Profile Towers Kurmannapale m, Visakhapatnam -530046	Simhadri Wires Private Limited Simhadri Pellets India Ltd Vizag Profiles Private Ltd.





3	Bandi Ramesh Kumar	Joint Managing Director & CFO	00206293	58 Years	19.02.2015	F.No. 303, Vizag Profile Towers Kurmannapalem Visakhapatnam -530046	Simhadri Pellets IndiaLtd
4	Veeramachaneni Venkata Krishna Rao	Director	00206884	72 Years	24.01.2000	H.No. 31-84/4, Flat No.201, Vizag Profile Towers, Railway Station Road, Near Annapurna Theatre, Visakhapatnam -530046	Vizag Profiles PrivateLimited
5	Bavineni Suresh	Director	00181832	52 Years	28.02.2000	31-51-5/9, Villa No-9, Green City, Near Apparel Export Park, Vadlapudi, Duvvada Visakhapatnam 530046	Vizag Profiles PrivateLimited Satyatej Vyapaar Pvt. Ltd Umashiv Garments Pvt. Ltd Simhadri Wires Pvt.Ltd
6	Ramineni Ramachandra Rao	Independent Director	00226945	61 Years	30.01.2006	#1108,18th Cross, 9th Main, HSR Layout 7th Sector, Bangalore South Bangalore-560102	MERLINHAWK AEROSPACE PRIVATELIMITED MERLINHAWK ASSOCIATES PRIVATELIMITED MADAKSIRA VINEYARDS PRIVATELIMITED
7	Siva Prasad Chivukula	Independent Director	01904785	77 Years	10.01.2008	Villa No.77, Green City, Aperial Export Park, Kurmannapalem, Vadlapudi Visakhapatnam -530046	Velagapudi Steels Limited
8	Kodali Krishna Rao	Independent Director	00382726	74 years	31.01.2009	31-191/1, Master plaza,	Nil

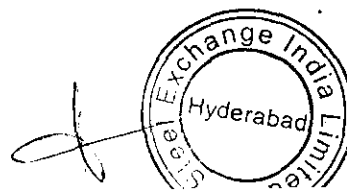


						Near ramalayam, Old kurmannapule m, Vadlapudi, Visakhapatnam -530046	
9	Venkata Narayana Reddy Godi	Independent Director	05358117	68 Years	30.07.2012	Villa No.51, Green City, Near Apparel Export Park, Vadlapudi, Duvvada, Visakhapatnam -530046	Nil
10	Sujata Chattopadhyay	Independent Director	02336683	56 Years	27.03.2015	CH, 1/15, Kharghar, Kendriya Vihar, Sector 11, Kharghar, Navi Mumbai Mumbai-410210	Vakrangee Limited Polygenta Technologies Limited IITL Projects Limited Industrial Investment Trust Limited Felguera Gruas India Private Limited Resolve International Private Limited Kpad Insolvency Resolution Professionals LLP

#### 2.4.2 Details of change in Director since last three years: No Change in Director since last 3 years

Name	Designation	DIN	Appointment/Resignation	Date of Appointment/Resignation	Director of Company since (in case of resignation)	Remarks
-	-	-	-	-	-	-

#### 2.5 Details regarding the Auditors of the Company



**2.5.1 Details of the statutory auditors of the Company**

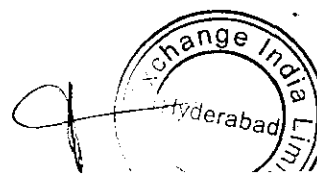
Name	Address	Auditor since
Bhavani & Co, Chartered Accountants	Plot No.48, Flat No.301, Micasa, Phase - I, Kavuri Hills, Hyderabad - 500 033. E-mail: contact@bhavaniandco.in	01.04.2019

**2.5.2 Details of change in statutory auditors since last three years**

Name	Address	Date of Appointment/Resignation	Auditor of the Company since (in case of resignation)	Remarks
Bhavani & Co, Chartered Accountants	Plot No.48, Flat No.301, Micasa, Phase - I, Kavuri Hills, Hyderabad - 500 033. E-mail: contact@bhavaniandco.in	01.04.2019	-	-
Pavuluri & Co,	Plot No-48, Flat No-301, 3rd Floor, Micasa, Phase-I, Kavuri Hills, Hyderabad -500033 mail@pavuluriandco.com	01.04.2019	01.04.2009	-

**2.6 Details of borrowings of the Company as on latest quarter ended i.e.30 September 2020****2.6.1 Details of Secured Loan Facilities**

Lender's Name/ Name of Bank	Type of facility	Amount Sanctioned	Principal Amount Outstanding	Repayment Date / Schedule	Security
State Bank of India	Working Capital (FB+NFB)	325.00	265.52	On Demand	As detailed below*
State Bank of Bikaner		22.00	19.55		
State Bank of Hyderabad		30.00	23.93		
Punjab National Bank		51.00	39.09		
Bank of India		55.00	48.35		
Syndicate Bank		69.40	62.89		
Canara Bank		50.00	37.76		
IDBI Bank Limited		39.00	37.40		
Karur Vysya Bank Ltd		40.00	26.93		
Lakshmi Vilas Bank Ltd		45.00	10.29		
Dhanlaxmi Bank Ltd		20.00	18.40		
Andhra Bank		30.00	26.05		
<b>Total</b>			<b>776.40</b>		
State Bank of India	<b>Term Loan-I</b>	30.00	1.90	Repayable in 28 Quarterly instalments commencing from Q3FY 2010 & last instalment falls due on Q2FY2017	As detailed below*
State Bank Bikaner & Jaipur		15.00	1.01		
State Bank of Mysore		15.00	0.82		
State Bank of Travancore		20.00	1.10		
<b>Total</b>			<b>80.00</b>		

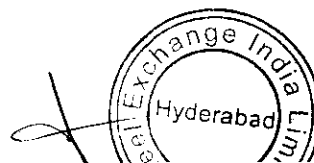


State Bank of India	Term Loan-II	50.00	35.48	Repayable in 40 Quarterly instalments commencing from Q4FY2014 after an initial moratorium of 2 years for construction & 1 year payment moratorium. Total Door to Door Tenor 13 Years	As detailed below*
State Bank Bikaner & Jaipur		40.00	26.09		
State Bank of Hyderabad		50.00	36.30		
State Bank of Patiala		40.00	26.16		
Punjab National Bank		50.00	31.78		
<b>Total</b>		<b>230.00</b>	<b>155.81</b>		
State Bank of India	Corporate Loan II	14.00	4.80	Repayable in 16 Quarterly instalments commencing from Q2FY2014	As detailed below*
		<b>14.00</b>	<b>4.80</b>		

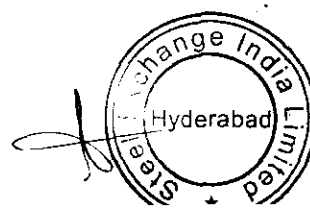
Lender's Name/ Name of Bank	Type of facility	Amount Sanctioned	Principal Amount Outstanding	Repayment Date / Schedule	Security
State Bank of India	Corporate Loan III	50.00	33.52	Repayable in 16 Quarterly Instalments commencing from Q3FY2015	As detailed below*
Kavur Vysya Bank Ltd		25.00	6.65	Repayable in 12 Quarterly instalments commencing from August 2015	
Lakshmi Vilas Bank Ltd		25.00	9.26	Repayable in 10 Quarterly instalments commencing from May 2015	
<b>Total</b>		<b>100.00</b>	<b>49.43</b>		

**\*SECURITY DETAILS:**

a)	<b>Working Capital Limits: FB &amp; NFB</b>
	<p><b>Primary Security:</b> Pari-passu 1<sup>st</sup> charge on current assets of the company along with other members in WC Consortium i.e., e-SBBJ, e-SBH, BOI, Syndicate Bank, PNB, KVB, LVB, IDBI Bank Ltd, Canara Bank, Andhra Bank and DLB</p> <p><b>Collateral Security:</b></p> <ol style="list-style-type: none"> <li>1. Pari-passu 2<sup>nd</sup> charge on entire fixed assets of the company along with other members in WC Consortium i.e., SBI, SBBJ, SBH, BOI, Syndicate Bank, PNB, KVB, LVB, IDBI Bank Ltd, Canara Bank, Andhra Bank and DLB</li> <li>2. Pari-passu 1<sup>st</sup> charge on 3 properties along with other members in WC Consortium i.e., SBI, SBBJ, SBH, BOI, Syndicate Bank, PNB, KVB, LVB, IDBI Bank Ltd, DLB, Andhra Bank &amp; Canara Bank as per Schedule thereinbelow</li> <li>3. Pari-Passu Charge on pledge of <b>49,41,250 Equity shares of SEIL</b> along with other members in WC Consortium i.e., i.e., SBI, SBBJ, SBH, BOI, Syndicate Bank, PNB, KVB, LVB, IDBI Bank</li> </ol>



	Ltd, DLB, Andhra Bank & Canara Bank 4. Pari-Passu Charge on pledge of <b>86,08,750 Non-Convertible Redeemable Preference shares of SEIL</b> along with other members in WC Consortium i.e., i.e., SBI, SBBJ, SBH, BOI, Syndicate Bank, PNB, KVB, LVB, IDBI Bank Ltd, DLB, Andhra Bank & Canara Bank
b)	<b>Term Loan I – Rs 80 Crores</b>
	<b>Primary Security:</b> Pari Passu 1 <sup>st</sup> Charge on project assets of Billet-I & Rolling Mill including mortgage of the factory land admeasuring Ac 47.94 cents along with structures there on and hypothecation of Plant and Machinery along with SBT, SBM and SBBJ (Other members of Term Loan consortium).
	<b>Collateral Security:</b> Pari Passu 2 <sup>nd</sup> charge on current assets of the company along with other lenders under consortium of TL-I, TL-II, CL-II and CL-III i.e., SBT, SBBJ, SBM, SBP, SBH, PNB, LVB and KVB
c)	<b>TERM LOAN II – Rs 230 Crores</b>
	<b>Primary Security:</b> Pari Passu 1 <sup>st</sup> charge on project assets of 60MW Power Plant including mortgage of the factory land admeasuring Ac 29.05 Cents along with structures thereon and hypothecation of Plant & Machinery along with SBBJ, SBH, SBP & PNB.
	<b>Collateral Security:</b> 1. PariPassu2 <sup>nd</sup> chargeoncurrentassetsofthecompanyalongwithotherlendersunderconsortium of TL-I, TL-II, CL-II and CL-III i.e., SBT, SBBJ, SBM, SBP, SBH, PNB, LVB andKVB 2. Pari-passu charge on pledge of <b>71,34,646 equity shares</b> of promoters in SEIL with all members of TL-II under consortium for 60 MW Power Plant i.e., SBI, SBBJ, SBH, SBP&PNB 3. Pari-PassuChargeonpledge of <b>100,00,000NonConvertibleRedeemablePreferenceSharesof SEIL</b> among all lenders of TL-II under Consortium i.e., SBI, SBBJ, SBH, SBP&PNB
d)	<b>CORPORATE LOAN – II – Rs 14 Crores</b>
	<b>Primary Security:</b> Pari Passu 1 <sup>st</sup> charge on assets on fixed assets of erstwhile GSAL's Sponge Iron Plant and other miscellaneous assets along with EM of land admeasuring Ac 323.167 Cents along with CL-III lenders [LVB & KVB to the extent of Rs 50.00 crores]
	<b>Collateral Security:</b> Pari Passu 2 <sup>nd</sup> charge on current assets of the company along with other lenders under consortium of TL-I, TL-II, CL-II and CL-III i.e., SBT, SBBJ, SBM, SBP, SBH, PNB, LVB and KVB
e)	<b>CORPORATE LOAN – III – Rs 100 Crores</b>
	<b>Primary Security:</b> a) Pari Passu 1 <sup>st</sup> charge on fixed assets of erstwhile GSAL's Sponge Iron Unit and other miscellaneous assets along with EM of land admeasuring Ac 323.167 Cents (for LVB & KVB only to the extent of Rs 50.00 crores) along with CL-III lenders b) Pari Passu 1 <sup>st</sup> Charge on entire fixed assets of Billet Unit-II along with other CL-III Consortium Lenders
	<b>Collateral Security:</b> a) Pari Passu 2 <sup>nd</sup> charge on current assets of the company along with other lenders under consortium of TL-I, TL-II, CL-II and CL-III i.e., SBT, SBBJ, SBM, SBP, SBH, PNB, LVB and <b>KVB Exclusive to SBI for Corporate Loan III:</b> a) Industrial land admeasuring Ac 5.34 Cents situated at Sy No: 130 (P) bearing Plot No 1, IDA, E-Bonangi Village, Parwada Mandal, Visakhapatnam, AP along with constructions thereon pertaining to Rolling Mill standing in the name of Steel Exchange India Limited b) Industrial land admeasuring Ac 12.40 Cents situated at Kothapeta Village, East Godavari Dist, AP along with factory buildings and other infrastructural facilities of Ingot & Gas based Power Plant standing in the name of Steel Exchange India Limited c) Industrial land admeasuring 15,788 Sq Yds situated at Plot No: 17& 18, IDA, E-block, Autonagar, Gajuwaka Mandal, Visakhapatnam, AP along with buildings and other structures constructed thereon standing in the name of Steel Exchange India Limited d) commercial Flat bearing no 303 bearing D Nos: 6-3-862/1 in Myhome Lakshminivas Apartments, Greenlands, Ameerpet, Hyderabad standing in the name of SEIL e) Land & civil structures of 80 Acres of vacant factory land situated at S Nos. 236 to 243, 250 to 252, 295 to 300,304,305,311to 316, 321 to 324 situated at Bobbili village, Vizianagaram.



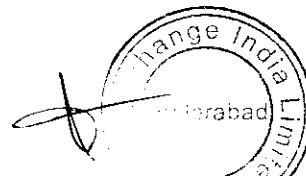
## Schedule-I

## Exclusively charged to Working Capital Consortium:

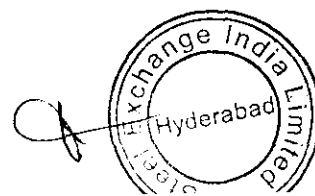
S No.	Description of Property
1.	EM of Vacant Land measuring 39954.20 Sq Yards (Ac 8.255 cents) located at S No 207,277,278 & 279 at Kanithi Village, Visakhapatnam belonging to VPL Projects Private Limited and Vizag ProfileConstructionsIndiaPrivateLimited(formerlyVizagProfileConstructions)-Nowmerged with <b>Vizag Profiles Private Limited</b>
2.	EM of Ac 3.79 cents vacant site in S No 330/3c and 329/1, Kanithi Village, Greater Visakha Municipal Corporation, Visakhapatnam district belonging to Vizag Profile Constructions India PrivateLimited(formerlyVizagProfileConstructions)-Nowmergedwith <b>VizagProfilesPrivate Limited</b>
3.	EM of vacant land admeasuring Ac 4.37 Cents 12690.48Sq Yds situated at SyNos: 335/1 & 336/1A1 of Kanithi Village, Gajuwaka Mandal, Visakhapatnam belonging to Vizag Profile Constructions India Private Limited (formerly Vizag Profile Constructions) - Now merged with <b>Vizag Profiles Private Limited</b>

## DETAILS OF EXCLUSIVE COLLATERALS TO SEIL LENDERS:

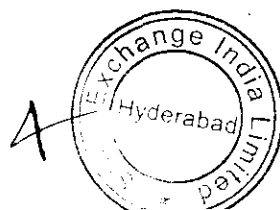
S No.	Description of Property	Exclusive Charge to
1.	EM of Vacant Land measuring 10 guntas and located at S No. 40, Bandapura Village, BidarahalliHobli, Bangalore belonging to Mr. D. Vijay Kumar Reddy.	SBI (including e-SBAs)
2.	EM of Vacant site measuring 1,620.00 Square Yards and located at Plot No. 28/B – 1, 2,,3 & 4 in S No. 226/2, Rajahmundry Municipal Corporation belonging to Mrs. B. Sudha.	SBI (including e-5BAs)
3.	EM of Vacant site measuring 444.00 Square Yards and located at S No. 198/5, Kanuru Village, Vijayawada belonging to Mrs. B. Sudha.	SBI (including e-SBAs)
4.	EM of Agricultural Land measuring 3.38 Acres and located at S No. 19/6,20/4,21/1,20/7A, Ganguru Village, Krishna District belonging to Mrs. G. Sri Lakshmi.	SBI (including e-SBAs)
5.	EM of Commercial plot bearing D No.4-32, Kurmannapalem, Visakhapatnam admeasuring 459 Sq. Yds. with building thereon, belonging to Mr. B. Suresh Kumar and Mrs. B Suguna.	SBI (including e-SBAs)
6.	EM of Flat No 401, Vizag Profile Towers, Kurmannapalem, Visakhapatnam admeasuring1,535Sq.Ft.belongingto Mr. B. SureshKumar.	SBI (including e-SBAs)
7.	EM of Vacant plot in S. No. 120/8, Kurmannapalem, Visakhapatnam, admeasuring 1,127.33 Sq. Yds. belonging to VPL Projects Private Limited (formerly Vizag Profiles Constructions Limited).	SBI (including e-SBAs)
8.	EM of Vacant land in S. No. 40 (Part), Bandapura Village, BidarahalliHobli, Bangalore East Taluk, situated on NH 4 - old Madras road at 22 Kms from Bangalore city, belonging to M/s Vizag Profile Constructions India Private Limited (formerly Vizag Profile Constructions) admeasuring 1 acre (43,560 Sq. Ft.).	SBI (including e-SBAs)
9.	EM of vacant site measuring 4,504.27 Square Yards belonging to Mr. M. Ramakrishna & Mrs. Ch. Indra Lavanya. and located at S No. 365P, Pidimgoyya Village, Rajahmundry Rural.	SBI (including e-SBAs)



S No.	Description of Property	Exclusive Charge to
10.	EM of residential property admeasuring 630 Square Yards along with built up area of 2,548 Square Feet belonging to VPL Projects Private Limited, Visakhapatnam and located at Villa No 50 in Green City S Nos 2/1 to 2/19, 3/1 to 3/18, 4/1 to 4/14, 5/2B, 5/3B1, 3B2, 5/4B, 5/5B, 5/6B, 5/7B, 5/8 to 5/11B (except 5/10A, 5/11A), 7/1 to 7/12, Tunglam Village, Gajuwaka Mandal, Visakhapatnam.	SBI (including e-SBAs)
11.	EM of vacant site measuring 1,480 Square Yards along with proposed built up area of 29,448 Square feet belonging to VPL Projects Private Limited and located at Green City Towers, Block – A, in Plot Nos. 128, 129, 130p, 131p, 149p, 150 & 151 of Green City in Survey Nos. 2/1 to 2/19, 3/1 to 3/18, 4/1 to 4/14, 5/2B, 5/3B1, 3B2, 5/4B, 5/5B, 5/6B, 5/7B, 5/8 to 5/11B (except 5/10A, 5/11A), 7/1 to 7/12, Tunglam Village, Gajuwaka Mandal, Visakhapatnam.	SBI (including e-SBAs)
12	Flat Nos. G-1, in Ground Floor measuring 1710 Sq.Yrds, of 'Green City Heights', Plot No: 152, with 57 Sq.yards being undivided and unspecified share out of the total extent of 5235 Sq. yards in S.No.S.No.2/1 to 2/19; 3/1 to 3/18; 4/1 to 4/14; 5/2B, 5/3B1, 3B2, 5/4B, 5/5 B, 5/6B, 5/7B, 5/8 to 5/11B (except 5/10 A, 511 A) 7/1 to 7/12, Plot No.152. situate at Tunglam Village, Gajuwaka Mandal, Visakhapatnam District standing in the name of Vizag Profiles Private Limited	SBI (including e-SBAs)
13	Flat Nos. G-2, in Ground Floor measuring 1710 Sq.Yrds, of 'Green City Heights', Plot No: 152, with 70 Sq.yards being undivided and unspecified share out of the total extent of 5235 Sq. yards in S.No.S.No.2/1 to 2/19; 3/1 to 3/18; 4/1 to 4/14; 5/2B, 5/3B1, 3B2, 5/4B, 5/5 B, 5/6B, 5/7B, 5/8 to 5/11B (except 5/10 A, 511 A) 7/1 to 7/12, Plot No.152. situate at Tunglam Village, Gajuwaka Mandal, Visakhapatnam District standing in the name of Vizag Profiles Private Limited	SBI (including e-SBAs)
14	Flat Nos. G-3, in Ground Floor measuring 1710 Sq.Yrds, of 'Green City Heights', Plot No: 152, with 70 Sq.yards being undivided and unspecified share out of the total extent of 5235 Sq. yards in S.No.S.No.2/1 to 2/19; 3/1 to 3/18; 4/1 to 4/14; 5/2B, 5/3B1, 3B2, 5/4B, 5/5 B, 5/6B, 5/7B, 5/8 to 5/11B (except 5/10 A, 511 A) 7/1 to 7/12, Plot No.152. situate at Tunglam Village, Gajuwaka Mandal, Visakhapatnam District standing in the name of Vizag Profiles Private Limited	SBI (including e-SBAs)
15	Flat Nos. G-4, in Ground Floor measuring 1710 Sq.Yrds, of 'Green City Heights', Plot No: 152, with 70 Sq.yards being undivided and unspecified share out of the total extent of 5235 Sq. yards in S.No.S.No.2/1 to 2/19; 3/1 to 3/18; 4/1 to 4/14; 5/2B, 5/3B1, 3B2, 5/4B, 5/5 B, 5/6B, 5/7B, 5/8 to 5/11B (except 5/10 A, 511 A) 7/1 to 7/12, Plot No.152. situate at Tunglam Village, Gajuwaka Mandal, Visakhapatnam District standing in the name of Vizag Profiles Private Limited	SBI (including e-SBAs)
16	G-5, in Ground Floor measuring 1397 Sq.Yrds, of 'Green City Heights', Plot No: 152, with 57 Sq.yards being undivided and unspecified share out of the total extent of 5235 Sq. yards in S.No.S.No.2/1 to 2/19; 3/1 to 3/18; 4/1 to 4/14; 5/2B, 5/3B1, 3B2, 5/4B, 5/5 B, 5/6B, 5/7B, 5/8 to 5/11B (except 5/10 A, 511 A) 7/1 to 7/12, Plot No.152. situate at Tunglam Village, Gajuwaka Mandal, Visakhapatnam District standing in the name of Vizag Profiles Private Limited	SBI (including e-SBAs)



S No.	Description of Property	Exclusive Charge to
17	FlatNos.G-6,inGroundFloormeasuring1397Sq.Yrds,of'GreenCityHeights', PlotNo:152,with57Sq.yardsbeingundividedandunspecifiedshareoutofthe total extent of 5235 Sq. yards in S.No.S.No.2/1 to 2/19; 3/1 to 3/18; 4/1 to 4/14; 5/2B, 5/3B1, 3B2, 5/4B, 5/5 B, 5/6B, 5/7B, 5/8 to 5/11B (except 5/10 A, 511 A) 7/1 to 7/12 , Plot No.152. situate at Tunlam Village,Gajuwaka Mandal, Visakhapatnam District standing in the name of Vizag Profiles Private Limited	SBI (including e-SBAs)
18	FlatNos.G-7,inGroundFloormeasuring1397Sq.Yrds,of'GreenCityHeights', PlotNo:152,with57Sq.yardsbeingundividedandunspecifiedshareoutofthe total extent of 5235 Sq. yards in S.No.S.No.2/1 to 2/19; 3/1 to 3/18; 4/1 to 4/14; 5/2B, 5/3B1, 3B2, 5/4B, 5/5 B, 5/6B, 5/7B, 5/8 to 5/11B (except 5/10 A, 511 A) 7/1 to 7/12 , Plot No.152. situate at Tunlam Village,Gajuwaka Mandal, Visakhapatnam District standing in the name of Vizag Profiles Private Limited	SBI (including e-SBAs)
19	Flat Nos. 508, Fifth Floor, measuring 3534 Sq.ft. of 'Green City Heights', Plot No: 152; with145 Sq.yards being undivided and unspecified share out of the total extent of 5216 Sq. yards in S.No.S.No.2/1 to 2/19; 3/1 to 3/18; 4/1 to 4/14; 5/2B, 5/3B1, 3B2, 5/4B, 5/5 B, 5/6B, 5/7B, 5/8 to 5/11B (except 5/10 A, 511A)7/1to7/12,PlotNo.152.situateatTunlamVillage,GajuwakaMandal, Visakhapatnam District standing in the name of ShriBavineni Rajesh	SBI (including e-SBAs)
20	All that land in Sy.No.83/14 admeasuring 302 sq. yds bearing Plot No: 20 situate at Duvvada, Visakhapatnam, within the limits of Visakhapatnam Municipal Limits, VizagDist standing in the name of ShriBavineni Suresh	SBI (including e-SBAs)
21.	EM of vacant land measuring Ac 7.90 cents belonging to Vizag Profile Constructions India Private Limited and located at S. No. 156, Patta No. 5, Lankalapalem, Parawada, Visakhapatnam.in the name of Vizag Profiles Private Limited	SBI (including e-SBAs)
22	Residential plot admeasuring <b>347.55 sq yds</b> along with building with built up areaof4664sqftconstructedthereonsituatedatSyNo:121/5PbearingD.No: 4-28(Old)/D.No:3-7-9(New),Kurmannapalem,GajuwakaMunicipality,Vizag in the name of Bandi Ramesh Kumar & Bandi ArunaKanti	Punjab National Bank
23	Residential plot admeasuring <b>131.40 sq yds</b> (out of total extent of 549.34 sq yds) along with first floor with a plinth area of 1600 sq ft constructed thereon siuated at Sy No: 1051, D.No: 12-1-23/3, Ward No: 18, Waltair Ward, Kannayyapeta Road, Visakhapatnam in the name of K.V. Bhaskar	Punjab National Bank
24	VacantlandadmeasuringAc1.40CentssituatedatSyNo;11/8(Ac0.29Cents), SyNo:11/9(Ac0.32Cents),SyNo:11/11(Ac0.30Cents),SyNo:11/17(Ac 0.33Cents)andSyNo:11/18(Ac0.16Cents)ofTungalamVillage,Gajuwaka, Vizag in the name of Bandi Suresh Kumar	Bank of India
25	Residential plot admeasuring <b>413.50 sq yds</b> along with G+2 Floor building constructed thereon with a total built up area of 3116.53 sq ft situated at Sy No: 119/4, D.No: 31-12-3, Ward No: 31, Kurmannapalem, Visakhapatnam - 530046 in the name of Smt Bandi Suguna & Others	Bank of India
26	Commercial land admeasuring <b>3535 Sq Yds</b> bearing Plot No: 71 along with Green City Club House with a built of area of 5958.56 sq ft situated at Sy No; 2/1 to 2/19, 3/1 to 3/18, 4/1 to 4/14, 5/2B, 5/7B, 5/8 to 5/11B (except 5/10A, 5/11A) 7/1 to 7/12, Tunlam, Near Appareal Export Park, Visakhapatnam in the name of Vizag Profiles Private Limited	IDBI Bank Ltd





S No.	Description of Property	Exclusive Charge to
27	Vacant land admeasuring Ac 8.70 Cents situated in Sy No: 66/P of Malliveedu Village, Vizinagaram Mandal in the name of Vizag Profiles Private Limited	Lakshmi Vilas Bank Ltd

## 2.6.2 Details of Unsecured Loan Facilities (as on 30 September 2020)

(Rs in Crores)

Lender / Instrument Name	Type of Facility	Amount Sanctioned	Principal Amount Outstanding (Rs. Crore)**	Repayment Date/ Schedule
Bandi Suresh Kumar – Promoter Group	Interest Free USL	10.00	10.00	Proposed to be converted into Equity
Bandi Ramesh Kumar – Promoter Group	Interest Free USL	5.00	5.00	Proposed to be converted into Equity
Bavineni Suresh – Promoter Group	Interest Free USL	5.00	5.00	Proposed to be converted into Equity
Vizag Profiles Private Limited – Promoter Group	Interest Free USL	10.00	10.00	Proposed to be converted into Equity
<b>Total</b>		<b>30.00</b>		

of NCDs outstanding as of 30 September 2020: Nil

Series	Tenor / Period of maturity (in years)	Coupon (p. a.)	Amount outstanding (Rs. In Crore)	Date of allotment	Redemption Date/ Schedule	Credit Rating	Secured / Unsecured	Security
NA	NA	NA	NA	NA	NA	NA	NA	NA

## 2.6.4 List of top 10 Debenture Holders (on the basis of NCDs outstanding) as on 30 September 2020: Nil

(a) Top 10 Debenture Holders (on cumulative basis and not in reference to any particular series of Debentures): Nil

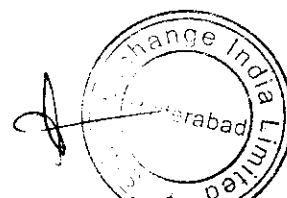
2.6.5 The amount of corporate guarantee issued by the issuer along with name of the counterparty (like name of the subsidiary, JV entity, group company, etc.) on behalf of whom it has been issued as on 30 September 2020: Nil

## 2.6.6 Details of Commercial Papers

The total face value of commercial papers outstanding as on 30 September 2020 is NIL.

2.6.7 Details of rest of the borrowing (if any including hybrid debt like FCCB, Optionally Convertible Debentures/ Preference Shares) as on 30 September 2020: Nil

Party Name (in case of Facility)/ Instrument Name	Type of Facility/ Instrument	Amount Sanctioned/ Issued (Rs. Crore)	Principal Amount outstanding (Rs. Crore)	Repayment Date / Schedule	Credit Rating	Secured/ Unsecured	Security
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Party Name (in case of Facility)/ Instrument Name	Type of Facility/ Instrument	Amount Sanctioned/ Issued (Rs. Crore)	Principal Amount outstanding (Rs. Crore)	Repayment Date / Schedule	Credit Rating	Secured/ Unsecured	Security
NA	NA	NA	NA	NA	NA	NA	NA

**2.6.8 Details of all default/s and/or delay in payments of interest and principal of any kind of term loans, debt securities and other financial indebtedness including corporate guarantee issued by the Company, in the past 5 years**

The Company accounts under consortium became NPA with effect from 28<sup>th</sup> December 2016 which was also considered as the reference date for the debt resolution proposal under 54A Scheme. Though the scheme was sanctioned in August 2017, the same could not be implemented due to inadequate cash accruals as envisaged in the scheme.

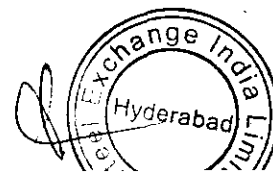
**2.6.9 Details of any outstanding borrowings taken/ debt securities issued where taken/ issued (i) for consideration other than cash, whether in whole or part, (ii) at a premium or discount, or (iii) in pursuance of an option**

NIL

**2.7 Details of Promoters of the Company**

Details of Promoter and Promoter Group's Holding in the Company as on the latest quarter end i.e. 30 September 2020

Sr. No.	Name of the shareholders	Total No of Equity Shares	No of shares in demat form	Total Shareholding / voting rights as % of total no of equity shares	No of Shares Pledged	% of Shares pledged with respect to shares owned
	<b>Promoter and Promoter Group</b>					
1.	UMASHIV GARMENTS PRIVATE LTD	20789115	20789115	27.36	3828146	18.41
2.	VIZAG PROFILES PRIVATE LIMITED	5763650	5763650	7.59	4422750	76.74
3.	BANDI SURESH KUMAR	1549950	1549950	2.04	1000000	64.52
4.	BANDI JAYA PADMAVATHI	1325646	1325646	1.74	1000000	75.43
5.	BAVINENI SURESH	1138350	1138350	1.5	825000	72.47
6.	BAVINENI JYOTHI KIRAN	1127964	1127964	1.48	1000000	88.66
7.	RAJESH BAVINENI	775336	775336	1.02	0	0
8.	SATISH KUMAR BANDI	645944	645944	0.85	0	0
9.	VEERAMACHANENI VENKATA KRISHNA RAO	643736	643736	0.85	0	0
10.	BAVINENI LAVANYA	491146	491146	0.65	0	0



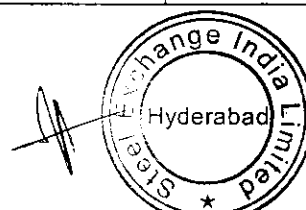
Sr. No.	Name of the shareholders	Total No of Equity Shares	No of shares in demat form	Total Shareholding / voting rights as % of total no of equity shares	No of Shares Pledged	% of Shares pledged with respect to shares owned
11.	BANDI SUGUNA	433150	433150	0.57	0	0
12.	V RAJYA LAKSHMI	340908	340908	0.45	0	0
13.	BANDI RAMESH KUMAR	319418	319418	0.42	0	0
14.	BANDI ARUNAKANTHI	217900	217900	0.29	0	0
15.	RAVI C NARAYANAN	211504	211504	0.28	0	0
16.	K V BHASKAR	146328	146328	0.19	0	0
17.	K JELUSIA	113636	113636	0.15		0
18.	VEERAMACHANENI SRIJAN BABU	114886	114886	0.16	0	0
19.	SUDHA B	8000	8000	0.01	0	0
<b>Total</b>		<b>36156567</b>	<b>36156567</b>	<b>47.58</b>	<b>12075896</b>	<b>33.40</b>

## 2.8 Abridged version of Financial information for the last 3years

### 2.8.1 Abridged version of Audited Consolidated financial information for the last three years

(Rs. in Crores)

Sr. No	Particulars	FY 2019-20	FY 2018-19	FY 2017-18
<b>A.</b>	<b>Balance Sheet</b>			
	Assets			
	Net Fixed Assets (Including Goodwill & CWIP)	670.08	695.21	722.12
	Non-Current Financial Assets	-	-	-
	Deferred Tax Assets (net)	-	-	-
	Other Non-Current Assets	19.32	33.22	8.04
	Current Assets:			
	Inventories	577.12	592.78	579.33
	Current Financial Assets	100.16	85.16	174.42
	Other Current Assets	20.47	21.14	49.50
	<b>Assets held for sale</b>	-	-	-
	<b>Total</b>	<b>1387.15</b>	<b>1427.51</b>	<b>1533.41</b>
	Equity and Liabilities			
	Share Capital	75.98	75.98	75.98
	Other Equity	79.52	15.35	52.14
	Non-Controlling Interest	-	-	-
	Non - Current Financial Liabilities	121.83	141.42	172.46
	Deferred Payment Liabilities	-	-	-
	Long Term Provisions	1.72	1.20	0.71
	Deferred tax Liabilities (Net)	28.79	53.92	34.41
	Other Non-Current Liabilities	-	-	-
	Current Financial Liabilities	1048.55	1085.90	1093.73

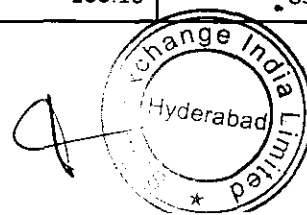


Sr. No	Particulars	FY 2019-20	FY 2018-19	FY 2017-18
	Other Current Liabilities & Provisions	30.75	53.74	103.97
	Liabilities directly associated with Assets held for Sale	-	-	-
	<b>Total</b>	<b>1387.15</b>	<b>1427.51</b>	<b>1533.41</b>
<b>B.</b>	<b><u>Profit and Loss Statement</u></b>			
	Revenue from Operations	780.82	1023.94	931.15
	Other Income*	10.60	5.34	8.37
	Expenditure	740.77	1039.76	1106.62
	EBITDA	69.88	22.41	-50.17
	Depreciation and Amortisation	27.24	29.62	29.00
	EBIT	54.13	-0.52	-79.17
	Finance Cost	3.47	9.97	135.52
	Tax	-25.13	19.51	-44.56
	OCI	-0.13	-0.11	0.01
	PAT before minority Interest	64.16	-36.79	-170.12
	Minority Interest	-	-	-
	PAT	64.16	-36.79	-170.12
<b>C.</b>	<b><u>Cash Flow Statement</u></b>			
	Operating Profit/ Loss before Working Capital Changes	88.57	78.95	-3.99
	Net Cash From Operating Activities	36.66	59.86	50.40
	Net Cash From/ (used in) Investing Activities	-1.90	-2.74	-1.57
	Net Cash From/ (used in) Financing Activities	-10.10	-57.68	-49.09
	Net increase / (decrease) in Cash and Cash Equivalents	24.66	-0.56	-0.26
	Opening balance of Cash and Cash Equivalents	0.90	1.46	1.72
	Upon Addition Of Subsidiaries	-	-	-
	Closing balance of Cash and Cash Equivalents	25.56	0.90	1.46

**2.8.2 Abridged version of Audited Standalone financial information for the last three years**

(Rs. in Crore)

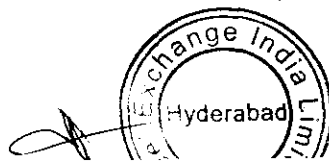
Sr. No	Particulars	FY 2019-20	FY 2018-19	FY 2017-18
<b>A.</b>	<b><u>Balance Sheet</u></b>			
	Assets			
	Net Fixed Assets (Including Goodwill & CWIP)	670.08	695.21	722.12
	Non-Current Financial Assets	-	-	-
	Deferred Tax Assets (net)	-	-	-
	Other Non-Current Assets	19.32	33.22	8.04
	Current Assets:			
	Inventories	577.12	592.78	579.33
	Current Financial Assets	100.16	85.16	174.42



Sr. No.	Particulars	FY 2019-20	FY 2018-19	FY 2017-18
	Other Current Assets	20.47	21.14	49.50
	Assets held for sale	-	-	-
	<b>Total</b>	<b>1387.15</b>	<b>1427.51</b>	<b>1533.41</b>
	<b>Equity and Liabilities</b>			
	Share Capital	75.98	75.98	75.98
	Other Equity	79.52	15.35	52.14
	Non-Controlling Interest	-	-	-
	Non - Current Financial Liabilities	121.83	141.42	172.46
	Deferred Payment Liabilities	-	-	-
	Long Term Provisions	1.72	1.20	0.71
	Deferred tax Liabilities (Net)	28.79	53.92	34.41
	Other Non-Current Liabilities	-	-	-
	Current Financial Liabilities	1048.55	1085.90	1093.73
	Other Current Liabilities & Provisions	30.75	53.74	103.97
	Liabilities directly associated with Assets held for Sale	-	-	-
	<b>Total</b>	<b>1387.15</b>	<b>1427.51</b>	<b>1533.41</b>
<b>B.</b>	<b><u>Profit and Loss Statement</u></b>			
	Revenue from Operations	780.82	1023.94	931.15
	Other Income*	10.60	5.34	8.37
	Expenditure	740.77	1039.76	1106.62
	EBITDA	69.88	22.41	50.17
	Depreciation and Amortisation	27.24	29.62	29.00
	EBIT	54.13	-0.52	-79.17
	Finance Cost	3.47	9.97	135.52
	Tax	-25.13	19.51	-44.56
	Other OCI	-0.13	-0.11	0.01
	PAT before minority Interest	64.16	-36.79	-170.12
	Minority Interest	-	-	-
	PAT	64.16	-36.79	-170.12

**2.8.3 Abridged version of Latest Limited Review Half Yearly Consolidated financial information**

		(Rs. in Crore)
Sr. No.	Particulars	1H FY 2020-21
<b>A.</b>	<b><u>Balance Sheet</u></b>	
	<b>Assets</b>	
	Net Fixed Assets (Including Goodwill and CWIP)	657.71
	Non-Current Financial Assets	-
	Deferred tax assets (net)	-
	Other Non-Current Assets	27.37

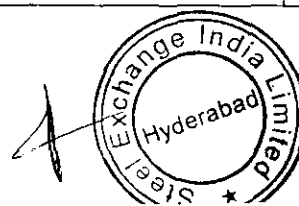


Sr. No.	Particulars	1H FY 2020-21
	<b>Current Assets:</b>	
	Inventories	569.02
	Current Financial Assets	75.92
	Other Current Assets	19.84
	<b>Total</b>	<b>664.78</b>
	<b>Equity and Liabilities</b>	
	Share Capital	75.98
	Other Equity	98.04
	Non-Controlling Interest	-
	Non-current Financial liabilities	101.69
	Deferred Payment Liabilities	-
	Long Term Provisions	1.73
	Deferred Tax Liabilities (Net)	28.79
	Other Non-Current Liabilities	-
	Current Financial Liabilities	994.05
	Other Current Liabilities & Provisions	49.58
	<b>Total</b>	<b>1043.63</b>
<b>B.</b>		
	<b><u>Profit &amp; Loss Statement</u></b>	
	Revenue from operations	302.07
	Other Income	9.61
	Expenditure	293.16
	EBITDA	31.38
	Depreciation and Amortisation	12.48
	EBIT	18.89
	Finance Cost	0.37
	Tax	-
	PAT before minority interest	18.52
	Minority Interest	-
	PAT	18.52

#### 2.8.4 Abridged version of Latest Limited Review Half Yearly Standalone financial information

(Rs. in Crore)

Sr. No.	Particulars	1H FY 2020-21
<b>A.</b>	<b><u>Balance Sheet</u></b>	
	<b>Assets</b>	
	Net Fixed Assets (Including Goodwill and CWIP)	657.71
	Non-Current Financial Assets	-
	Deferred tax assets (net)	-
	Other Non-Current Assets	27.37
	<b>Current Assets:</b>	
	Inventories	569.02
	Current Financial Assets	75.92
	Other Current Assets	19.84
	<b>Total</b>	<b>664.78</b>
	<b>Equity and Liabilities</b>	
	Share Capital	75.98



Sr. No.	Particulars	1H FY 2020-21
	Other Equity	98.04
	Non-Controlling Interest	-
	Non-current Financial liabilities	101.69
	Deferred Payment Liabilities	-
	Long Term Provisions	1.73
	Deferred Tax Liabilities (Net)	28.79
	Other Non-Current Liabilities	-
	Current Financial Liabilities	994.05
	Other Current Liabilities & Provisions	49.58
	<b>Total</b>	<b>1043.63</b>
<b>B.</b>		
	<b><u>Profit &amp; Loss Statement</u></b>	
	Revenue from operations	302.07
	Other Income	9.61
	Expenditure	293.16
	EBITDA	31.38
	Depreciation and Amortisation	12.48
	EBIT	18.89
	Finance Cost	0.37
	Tax	-
	PAT before minority interest	18.52
	Minority Interest	-
	PAT	18.52

#### 2.8.5 Abridged version of Latest Limited Review Quarterly Consolidated financial information

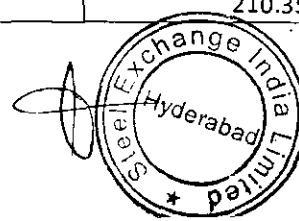
(Rs. in Crores)

Sr. No.	Particulars	2Q FY 2020-21
<b>A.</b>	<b><u>Profit &amp; Loss Statement</u></b>	
	Revenue from operations	210.35
	Other Income	2.25
	Expenditure	194.89
	EBITDA	24.29
	Depreciation and Amortisation	6.24
	EBIT	17.36
	Finance costs	0.34
	Tax	Nil
	PAT before minority interest	17.71
	Minority Interest	Nil
	PAT	17.71

#### 2.8.6 Abridged version of Latest Limited Review Quarterly Stand-alone financial information

(Rs. in Crore)

Sr. No.	Particulars	2Q FY 2020-21
<b>A.</b>	<b><u>Profit &amp; Loss Statement</u></b>	
	Revenue from operations	210.35



Sr. No	Particulars	2Q FY 2020-21
	Other Income	2.25
	Expenditure	194.89
	EBITDA	24.29
	Depreciation and Amortisation	6.24
	EBIT	17.36
	Interest	0.34
	Tax	Nil
	PAT	17.71

- 2.9 Any material event/ development or change having implications on the financials/ credit quality (i.e. any material regulatory proceedings against the Issuer/ promoters, tax litigations resulting in material liabilities, corporate restructuring event etc.) at the time of issue which may affect the issue or the investor's decision to invest/ continue to invest in the debt securities.

The company has contingent liabilities of Rs. 61.05 Crores as on 30.9.2020, which are disputed and if the same are decided otherwise by authorities, can affect the financials to the extent of liability provided. The Summary is provided below which is net of payments made:

PARTICULARS	Amount Rs. 30 <sup>th</sup> Sep 2020	Amount Paid (Rs.)	Additional Liability in case of adverse ruling (Rs.)
Claim against the company by GAIL not acknowledged as debt	1,84,07,569	1,84,07,569	Nil
Demands from Sales Tax Department disputed	10,62,68,432	1,16,99,817	9,45,68,615
Demands from Excise departments disputed	39,49,01,503	8,73,33,408	30,75,68,095
Demand from GST Departments disputed	89,41,505	Nil	89,41,505
Others	8,20,27,584	52,16,266	7,68,11,318
Letters of Credit and bank guarantees	Nil	Nil	Nil
	61,05,46,593	12,26,57,060	48,78,89,533

## 2.10 Debenture Trustee

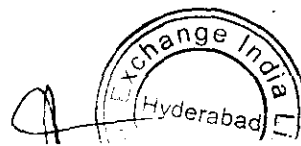
### VISTRA ITCL (INDIA) LIMITED

Vistra is a versatile group of professionals, providing a uniquely broad range of services and solutions. Our capabilities span international incorporations to trust, fiduciary and fund administration services. Vistra believe that doing business in a fast-changing global environment provides great opportunities, but at the cost of complexity. Vistra operate as a partnership of equals with high-quality professionals working with high-quality Work.

## 2.11 Credit Rating of Debentures

The Debentures are rated as "BWR D" by Brickwork Ratings India Private Limited.

This indicates "low degree of safety" with respect to timely payment of interest and principal on the instrument. The rating is not a recommendation to buy, sell or hold Debentures and investors should take





their own decision. The rating may be subject to suspension, revision or withdrawal at any time by the assigning Credit Rating Agency. Each of the Credit Rating Agency have a right to revise, suspend or withdraw the rating at any time on the basis of factors such as new information or unavailability of information or other circumstances which the Credit Rating Agency believe may have an impact on its rating.

The rating letter(s) as released by Credit Rating Agency are attached as **Annexure L** of this Disclosure Document.

## 2.12 Guarantee or comfort for the Debentures

The Debentures are backed by:

- i) Corporate guarantee of Vizag Profiles Private Limited;
- ii) Corporate guarantee of Umashiv Garments Private Limited;
- iii) Personal guarantees provided by the Personal Guarantors.

## 2.13 Consent letter from the Debenture Trustee

Copy of the consent letter from the Debenture Trustee is enclosed in this Disclosure Document as **Annexure K**.

## 2.14 Listing of Debentures

The Debentures are proposed to be separately listed on the BSE. The Company has obtained in-principle approval from BSE. Copy of the in-principle approval of BSE is enclosed in this Disclosure Document as **Annexures M**.

BSE Limited shall act as the Designated Stock Exchange.

## 2.15 Other Details

### Debenture Redemption Reserve

Debenture Redemption Reserve is not required to be created by the Company for this Issue, as per applicable statutory provisions.

### Issue related Laws

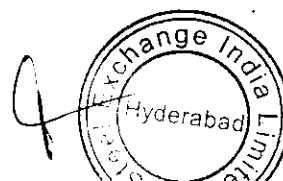
The Debentures offered are subject to provisions of the Companies Act, SEBI ILDS Regulations, SEBI LDDR Regulations, Securities Contracts (Regulation) Act, 1956, as amended, the Depositories Act, 1996, as amended and rules and regulations made under these enactments.

### Governing Law and Provisions

The Debentures are governed by and shall be construed in accordance with the existing laws of India. Any dispute arising in respect thereof will be subject to the exclusive jurisdiction of the courts at Hyderabad, Telangana in India.

### Particulars of the dates of, and parties to all material contracts, agreements involving financial obligations of the Issuer

**Material Contracts** - By the very nature and volume of its business, the Company is involved in a large number of transactions involving financial obligations and therefore it may not be possible to furnish details of all material contracts and agreements involving financial obligations of the Company. However, copies of the contracts considered material for the Issue together with the copies of documents referred to in Para A



and Para B may be inspected at the Registered Office of the Company between 11.00 a.m. and 1.00 p.m. on any Business Day until the Issue Closing Date.

**Para A:**

- Letter appointing VENTURE CAPITAL AND CORPORATE INVESTMENTS PRIVATE LIMITED as the Registrar & Transfer Agent for the Issue
- Letter appointing **Vistra ITCL (India) Limited**, as the Debenture Trustee for the benefit of the Debenture Holder(s)

**Para B:**

- Memorandum and Articles of Association of the Company
- Board Resolution dated 18 December 2020 authorising issue of Debentures and approving the specific terms of issue of Debentures
- Consent letter from **Vistra ITCL (India) Limited** for acting as Debenture Trustee for and on behalf of the Debenture Holder(s) dated 28 December 2020
- Consent letter from Venture Capital and Corporate Investments Private Limited for acting as Registrar & Transfer Agent for the Issue dated 17 December 2020
- In-principle approval for listing of Debentures received from BSE dated 14.01.2021
- Letter from Brickwork Ratings India Private Limited dated 28 December 2020 conveying the credit rating for the Debentures of the Company
- Tripartite Agreement between the Company, NSDL and the Registrar & Transfer Agent for the Issue
- Tripartite Agreement between the Company, CDSL and the Registrar & Transfer Agent for the Issue
- Annual Reports of the Company for the last three years
- Latest Limited Review Half Yearly Consolidated and Standalone Financial Information (Profit & Loss statement, Balance Sheet and Cash Flow statement).
- Undertaking from the Company dated 29.12.2020 that certain assets on which charge has been created is free from any encumbrance, is enclosed in this Disclosure Document as **Annexure O**.

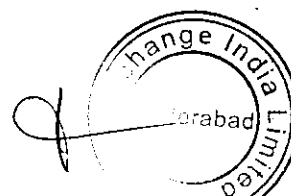
**Issue Size and Nature of Instrument**

The Company proposes to issue by way of private placement, Listed, Rated Secured Redeemable Non-Convertible Debentures of the face value of Rs. 10,00,000 (Rupees Ten Lakh only) each, for cash aggregating to the Issue Size.

For details of the Issue, please refer to section titled "Issue Details" in this Disclosure Document.

**Details of utilisation of Issue proceeds**

The net proceeds of the Issue will be utilised *inter-alia* towards a full and final one-time settlement of outstanding dues of the Existing Lenders.



### Face Value, Issue Price, Effective Yield for Investor

Each Debenture has a face value of Rs. 10,00,000 (Rupees Ten Lakhs only) and is issued at par i.e. for Rs. 10,00,000 (Rupees Ten Lakhs only). Since there is no premium or discount on either issue price or on redemption value of the Debenture, the effective yield for the investors held to maturity shall be the same as the annualised coupon rate on the Debentures.

### Minimum Bid

The minimum bid lot shall be 1 Debenture having face value Rs. 10,00,000 (Rupees Ten Lakhs) each.

### Minimum Subscription

As the current issue of Debentures is being made on private placement basis, the requirement of minimum subscription shall not be applicable and therefore the Company shall not be liable to refund the issue subscription(s)/proceed(s) in the event of the total issue collection falling short of the Issue Size or a certain percentage of the Issue Size.

### Deemed Date of Allotment

All benefits related to the Debentures will be available to the allottee(s) from the Deemed Date of Allotment. The actual allotment of the Debentures may take place on a date other than the Deemed Date of Allotment. The Company reserves the right to keep multiple allotment date(s)/ Deemed Date(s) of Allotment at its sole and absolute discretion without any notice to the Debenture Holders. In case the Issue Closing Date is revised, the Deemed Date of Allotment may also be revised by the Company at its sole and absolute discretion.

### Credit of Debentures

The Company shall credit the Debentures in no later than 2 Business Days from the Issue Closing Date. The Company shall give the instruction to the Registrar for crediting the Debentures by 12:00 noon on the Pay-In Date. The Registrar shall provide corporate action file along with all requisite documents to Depositories by 12:00 noon on the Pay-In Date. The Company shall allot the Debentures and issue and credit the Letter of Allotment in the beneficiary account of the investor(s) with NSDL (and CDSL)/ Depository Participant ("Beneficiary Account").

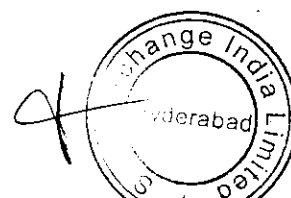
### Depository Arrangements

The Company has appointed Venture Capital and Corporate Investments Private Limited as the Registrar of the Issue. A copy of the consent letter from the Registrar is enclosed in this Disclosure Document as Annexure J. The Company has made necessary depository arrangements with NSDL and CDSL for the Issue and holding of Debentures in the dematerialised form by investors. In this context, the Company has signed tripartite agreements as under:

- Tripartite Agreement between the Company, the Registrar and Transfer Agent and NSDL for offering Depository option to the investors.
- Tripartite Agreement between the Company, the Registrar and Transfer Agent and CDSL for offering Depository option to the investors.

### Listing

The Debentures are proposed to be separately listed on the WDM segment of BSE. The Company shall comply with the requirements of the simplified listing agreement read with SEBI LODR Regulations, to the extent applicable to it, on a continuous basis.



BSE shall act as the Designated Stock Exchange.

**Coupon Rate**

15% (fifteen percent) per annum, payable monthly during initial 24 months from the Deemed Date of Allotment; and 21.5% (twenty-one-point five percent) per annum, payable monthly thereafter on the aggregate of the Subscription Amount and the Special Premium.

**Market Lot**

The market lot will be one Debenture. Since the Debentures are being issued only in dematerialised form, the odd lots will not arise either at the time of issuance or at the time of transfer of Debentures

**Interest on Application Money**

As the Pay-In Date and the Deemed Date of Allotment fall on the same date, interest on application money shall not be applicable. Further, no interest on application money will be payable in case the Issue is withdrawn by the Issuer in accordance with the Operational Guidelines.

**Debentures in Dematerialised Form**

The Company is issuing the Debentures only in dematerialised form and hence no Debentures are being issued in physical form in terms of the Disclosure Document. The Company has entered into Depository Arrangements with NSDL and CDSL for dematerialisation of the securities.

Interest, Redemption Amount or other benefits with respect to the Debentures would be paid to those Debenture Holders whose names appear: (i) on the list of Beneficial Owners given by the Depository to the Issuer, and (ii) in the Register of Debenture Holders, as on the Record Date.

**Undertaking - Common Form of Transfer**

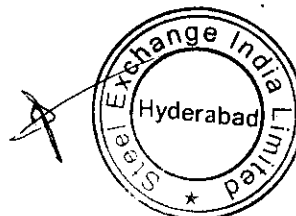
The Debentures shall be transferred subject to and in accordance with the rules and procedures as prescribed by the NSDL and CDSL, Depository Participant of the transferor/ transferee and any other Applicable Laws.

The normal procedure followed for transfer of securities held in the dematerialized form shall be followed for transfer of the Debentures, issued in terms of the Disclosure Document and held in electronic form. The seller should give delivery instructions containing details of the buyer's depository account to his Depository Participant.

The transferee(s) should ensure that the transfer formalities are completed prior to the Record Date. In the absence of the same, interest will be paid/ redemption will be made to the person, whose name appears in the records of the Depository on the Record Date. In such cases, claims, if any, by the transferee(s) would need to be settled with the transferor(s) and not with the Company.

The Company is issuing the Debentures only in the dematerialized form and hence there is no physical holding of the Debentures being issued in terms of the Disclosure Document. A Debenture Holder may, at its discretion, hold such Debentures in physical form by rematerializing the same. However, request for effecting transfer of Debentures shall not be processed unless the Debentures are held in dematerialized form with a depository.

**Joint-Holders**



WheretwoormorepersonsareholdersofanyDebenture(s),theyshallbedeemedtoholdthesameasjoint tenantswithbenefitsofsurvivorshipinthesamemannerandtothesameextentandbesubjecttothesame restrictions and limitations as in the case of the existing equity shares of the Company, subject to other provisions contained in the Articles of Association of the Company.

#### **Mode of Transfer**

The Debentures shall be transferable and transmittable in the same manner and to the same extent and be subject to the same restrictions and limitations as in the case of the existing equity shares of the Company. The provisions relating to transfer and transmission, nomination and other related matters in respect of equity shares of the Company, contained in the Articles of Association of the Company, shall apply *mutatis mutandis* to the transfer and transmission of the Debentures and nomination in this respect.

#### **Succession**

In the event of demise of the sole holder of the Debentures, the Company will recognize the executor or administrator of the deceased Debenture Holder, or the holder of succession certificate or other legal representative as having title to the Debentures. The Company shall not be bound to recognize such executor, administrator or holder of the succession certificate, unless such executor or administrator obtains probate or letter of administration or such holder is the holder of succession certificate or other legal representation, as the case may be, from a Court in India having jurisdiction over the matter. The Directors of the Company may, in their absolute discretion, where they think fit, dispense with production of probate or letter of administration or succession certificate or other legal representation, in order to recognize such holder as being entitled to the Debentures standing in the name of the deceased Debenture Holder on production of sufficient documentary proof or indemnity.

#### **Record Date**

The Record Date for the Debentures shall be 15 (fifteen) days prior to the date of each of the Coupon Payment Dates and/or the Redemption Date, as the case may be.

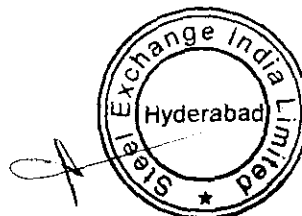
In case the Record Date falls on a non-business day, the day prior to the said non-business day will be considered as the Record Date.

Interest and/or Redemption Amount shall be paid to the person whose name appears as sole/first holder in the register of Debenture Holders/ beneficiaries on the Record Date. In the event of the Company not receiving any notice of transfer on or before the Record Date of the respective due date of payment of interest/Redemption Date, as the case may be, the transferees for the Debentures shall not have any claim against the Company in respect of interests so paid to the registered Debenture Holders.

In case of those Debentures for which the beneficial owner is not identified by the Depository as on the Record Date, the Company would keep in abeyance the payment of interest or other benefits, till such time that the beneficial owner is identified by the Depository and conveyed to the Company, whereupon the interest or benefits will be paid to the beneficiaries, as identified, within a period of 30 (thirty) days from the date of such notification by the Depository.

#### **List of Debenture Holder(s)/ Beneficiaries**

The Company shall request the Registrar/Depository to provide a list of Debenture Holders/ Beneficial Owners at the end of the Record Date. This shall be the list, which shall be considered for payment of interest or Redemption Amount, as the case may be.



### Interest on Debentures

The Debentures shall carry interest at Coupon Rate (subject to deduction of tax at source at the rates prevailing from time to time under the provisions of the Income Tax Act, 1961, or any other statutory modification or re-enactment thereof). The interest shall be payable on Coupon Payment Date monthly through the Tenor of the Debentures.

Interest on Debentures will be paid to the Debenture Holders/ Beneficial Owners as per the beneficiary list provided by the Registrar/ Depository as on the Record Date.

Payment will be made by way of RTGS/ NEFT/ any other electronic mode / any other permissible mode of payment from time to time in the name of Debenture Holder(s) whose names appear on the List of Beneficial Owners as on the Record Date given by the Depository to the Company.

Interest in all cases shall be payable on the amount outstanding on an Actual/ Actual basis, i.e., actual number of days elapsed divided by the actual number of days in the year and rounded off to the nearest Rupee.

### Deduction of Tax at Source (TDS)

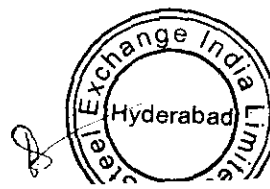
Debenture Holders should consult their own independent tax advisers to understand their positions. In addition, the Debenture Holders should be aware that tax regulations and their application by the relevant taxation authorities change from time to time. Accordingly, it is not possible to predict the precise tax treatment which will apply at any given time. Therefore, the Debenture Holders are advised to consider the tax implications in respect of subscription to the Debentures in consultation with their tax advisors.

Tax as applicable under the Income Tax Act, 1961, or any other statutory modification or re-enactment thereof will be deducted at source on payment of interest or any other sums payable in respect of the Debentures. For seeking TDS exemption/lower rate of TDS, relevant certificate(s)/ order(s)/ declaration(s)/ document(s) must be lodged at least 15 (fifteen) days before the payment of interest becoming due with the Registrar or to such other person(s) at such other address(es) as the Company may specify from time-to-time through suitable communication. Tax exemption certificate/order/declaration/document of non-deduction of tax at source on Interest on Application Money, should be submitted along with the Application Form. Where any deduction of Income Tax is made at source and PAN has been provided by the Debenture Holder, the Company shall send to the Debenture Holder(s) a Certificate of Tax Deduction at Source.

Regarding deduction of tax at source and the requisite certificate(s)/ order(s)/ declaration(s)/ document(s) forms to be submitted, prospective investors are advised to consult their own tax consultant(s).

With effect from June 1, 2008 under Section 193 of the Income-tax Act, 1961, no tax is deductible at source from the amount of interest payable on any security issued by a Company in dematerialised form and listed on a recognised stock exchange in India in accordance with the Securities Contract (Regulation) Act, 1956 and the rules made thereunder, held by a person resident in India. Since the Debentures shall be issued in dematerialized mode and are proposed to be listed on BSE, no tax will be deductible at source on the payment or credit of interest on the Debentures held by any person resident in India. Provided that if the law is subsequently amended to mandate deduction of tax at source from the amount of interest payable, the Issuer shall comply with such amended laws and regulations and deduct the tax at source as required.

Section 115AD read with section 194LD of the Income Tax Act, 1961 governs the taxability of Interest on rupee denominated bonds for the investors registered with Securities and Exchange Board of India ("SEBI")



as a Foreign Institutional Investor ("FII") or Qualified Institutional Investor ("QII") or Foreign Portfolio Investor ("FPI") and provides that Interest income received by FII/QII/FPI after 01 June 2013 but before 01 July 2023 from a rupee denominated bond issued by an Indian company shall be subject to withholding tax taxable at the rate of 5% (plus applicable surcharge and health and education cess), if the rate of interest on such bond does not exceed the rate notified by the Central Government. As per the notification the Interest rate should not exceed 500 basis points over the base rate of State Bank of India applicable on date of issue of the said bonds.

With regards to the interest payments made after July 1, 2023, or if the rate of interest exceeds the prescribed rate (as mentioned above), tax will be required to be withheld at the rate of 20% (plus applicable surcharge and health and education cess). This rate will be subject to any lower rate of tax provided by an applicable tax treaty entered into between India and the jurisdiction of residence of the investor.

The above beneficial rate of 5% (plus surcharge and cess) under section 194LD shall be applicable subject to following list of documents:

- (i) PAN – Note that PAN will not be required if the FII/QII/FPI provides documentation including a Tax Residency Certificate ("TRC"), a tax identification number and other details including their name, address, email details and contact number, pursuant to section 206AA(7) of the Income Tax Act, 1961 read with rule 37BC of the Income Tax Rules, 1962. In absence of PAN or such other documents such as TRC, a minimum withholding tax @ 20% shall apply.
- (ii) SEBI registration certificate confirming that they are registered as FII/FPI/QFI.

#### **Payment on Redemption**

The Debentures shall be redeemed at par at any time prior to 5.25 years from the Deemed Date of Allotment ("**Redemption Date**") as mentioned in the Issue Details.

The Debentures will not carry any obligation, for interest or otherwise, after the Redemption Date. The Debentures held in the dematerialised form shall be taken as discharged on payment of the Redemption Amount by the Company on Redemption Date to the registered Debenture Holders whose name appear in the Register of Debenture Holders/Beneficial Owners as per the list provided by the Depository(ies), on the Record Date. Such payment will be a legal discharge of the liability of the Company towards the Debenture Holders.

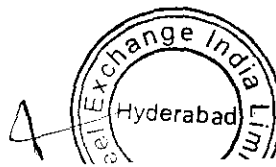
Payment of Redemption Amount will be made by way of RTGS/NEFT/any other electronic mode/any other permissible mode of payment in the name of Debenture Holder(s)/ Beneficial Owners(s) whose names appear on the List of Beneficial Owners given by the Depository to the Company as on the Record Date.

#### **Future Borrowings**

The Company shall not incur any additional Financial Indebtedness without the prior consent of the Debenture Trustee (acting on behalf of the Debenture Holders) or the Debenture Holders.

#### **Business Day Convention/ Effect of Holidays**

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 payments 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 disturbed merely because the payment date in respect of one particular coupon payment has been postponed earlier because of it having fallen on a non-

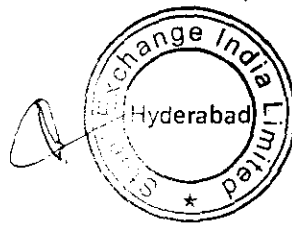


Business Day.

If the Redemption Date of the Debentures fall 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.

Additionally, if any principal pay-in-date falls on a holiday or a Saturday, the principal will be payable on the previous Business Day.

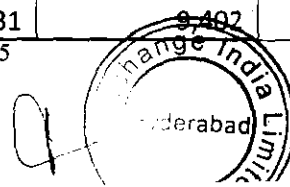
For the purpose of clarity, illustration on Coupon Payment Date(s) and Redemption Date for 1(one) Debenture of Rs. 10,00,000 each is given in the following table:



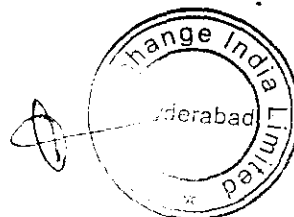


Particulars	Details
Face Value per NCD (Rs.)	1,000,000.00
Issue Date/Date of Allotment	27.01.2021/28.01.2021
Redemption	As per repayment schedule
Coupon Rate	15% for initial 24 months and then 21.5% for rest of the period
Frequency of the Interest Payment with specified dates	Monthly
Day Count Convention	Actual / Actual Basis

Dates	No of Days	Amount
28-01-21	-	(1,000,000)
29-01-21	1	5,225
31-01-21	2	1,288
28-02-21	28	77,339
31-03-21	31	12,554
30-04-21	30	77,524
31-05-21	31	11,858
30-06-21	30	11,539
31-07-21	31	11,988
31-08-21	31	12,054
30-09-21	30	11,729
31-10-21	31	12,185
30-11-21	30	11,857
31-12-21	31	12,318
31-01-22	31	12,386
28-02-22	28	11,249
31-03-22	31	12,516
30-04-22	30	12,179
31-05-22	31	12,653
30-06-22	30	12,312
31-07-22	31	300,147
31-08-22	31	9,200
30-09-22	30	8,953
31-10-22	31	9,300
30-11-22	30	9,050
31-12-22	31	8,462

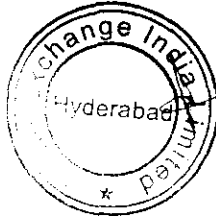


31-01-23	31	13,550
28-02-23	28	12,239
31-03-23	31	50,653
30-04-23	30	12,457
31-05-23	31	12,873
30-06-23	30	49,560
31-07-23	31	12,195
31-08-23	31	12,195
30-09-23	30	48,904
31-10-23	31	11,518
30-11-23	30	11,146
31-12-23	31	48,620
31-01-24	31	10,840
29-02-24	29	10,141
31-03-24	31	47,943
30-04-24	30	9,835
31-05-24	31	10,163
30-06-24	30	46,938
31-07-24	31	9,485
31-08-24	31	9,485
30-09-24	30	46,282
31-10-24	31	8,808
30-11-24	30	8,523
31-12-24	31	45,910
31-01-25	31	8,130
28-02-25	28	7,343
31-03-25	31	45,233
30-04-25	30	7,212
31-05-25	31	7,453
30-06-25	30	44,315
31-07-25	31	6,775
31-08-25	31	6,775
30-09-25	30	43,659
31-10-25	31	6,098
30-11-25	30	5,901
31-12-25	31	43,200
31-01-26	31	5,420
28-02-26	28	4,896
31-03-26	31	302,242



\* The scheduled coupon date(s) are falling on a bank holiday thus coupon will be paid on the following working day.

Note: Payment dates are subject to change as per holidays declared in that particular year. Payment convention to be followed as per SEBI Circular No. CIR/IMD/DF/18/2013 dated October 29, 2013 & SEBI Circular No. CIR/IMD/DF-1/122/2016 dated November 11, 2016



### **Purchase/ Sale of Debentures**

The Issuer may, at any time and from time to time, prior to Redemption Date, purchase Debentures in part (on a pro-rata basis or otherwise) or full at discount, at par or at premium in the open market or otherwise as may be determined by the Board of Directors of the Issuer. Such Debentures, at the option of the Issuer, may be cancelled, held or resold, as permitted under Applicable Laws, at such price and on such terms and conditions as the Board of Directors of the Issuer may deem fit. Such purchase / sale of Debentures shall not require any further consent/approval of the Debenture Holder(s)/Debenture Trustee. The right to purchase Debentures is not a call option and should not be construed as such by anyone. The right of purchase and sale can be exercised by the Company multiple times during the tenor of the Debentures without applicability of any minimum amount or price of the Debentures.

### **Right of Consolidation and Reissuance**

The Board of Directors of the Issuer shall have the power to consolidate and reissue its debt securities including the Debentures on such terms and conditions as they may deem fit.

### **Tax Implications to the Debenture Holders**

The holder(s) of the Debentures are advised to consider in their own case, the tax implications in respect of subscription to the Debentures after consulting their own tax advisor/ counsel.

### **Consents**

The consents in writing of Registrar of the Issue and the Debenture Trustee to act in their respective capacities have been obtained.

### **Sharing of Information**

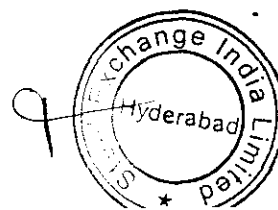
The Company may, at its option, use on its own, as well as exchange, share or part with any financial or other information about the Debenture Holder(s) available with the Company, with its subsidiaries and affiliates and other banks, financial institutions, credit bureaus, agencies, statutory bodies, as may be required and neither the Company nor its subsidiaries and affiliates or their agents shall be liable for use of the aforesaid information.

### **Debenture Holder not a shareholder**

The Debenture Holder(s) will not be entitled to any of the rights and privileges available to the shareholders of the Company.

### **Modification of Rights**

The rights, privileges, terms and conditions attached to the Debentures may be varied, modified or abrogated by the Company, with the consent, in writing, of those Debenture Holder(s) who hold at least three-fourth of the outstanding amount of the Debentures or with the sanction accorded pursuant to a special resolution passed at a meeting of the Debenture Holder(s), provided that nothing in such consent or resolution shall be operative against the Company where such consent or resolution modifies or varies the terms and conditions of the Debentures, if the same are not acceptable to the Company.



### Notice(s)

All notices to the Debenture Holder(s) required to be given by the Company or the Debenture Trustee from time to time, shall be deemed to have been given if sent by registered post/ by courier / by email to the sole/ first holder or the sole/ first Beneficial Owner of the Debentures or registered email id of such holder, as the case may be, or if published in Mumbai

All notice(s) to be given by the Debenture Holder(s) shall be sent by registered post or by hand delivery to the Company or to such persons at such address as may be notified by the Company from time to time through suitable communication.

### Disputes and Governing Law

The Debentures are governed by and shall be construed in accordance with the existing laws of India. Any dispute arising in respect thereof will be subject to the exclusive jurisdiction of the courts at Hyderabad, Telangana in India.

### Application / Bidding Process

This Disclosure Document has been prepared in compliance with the SEBI ILDS Regulations, the Memorandum and Articles of Association of the Issuer and all other Applicable Laws. This section applies to all Eligible Participants. Please note that all Eligible Participants are required to make payment of the full application amount in accordance with the Operational Guidelines.

Pursuant to a resolution of the Board of Directors dated 18 December 2020 the Issuer has been authorised to issue the Debentures for an amount not exceeding Rs. 400,00,00,000 (Indian Rupees Four Hundred Crores) and has been authorised to inter-alia invite bids in relation to the issue of Debentures pursuant to this Disclosure Document.

### Who can bid?

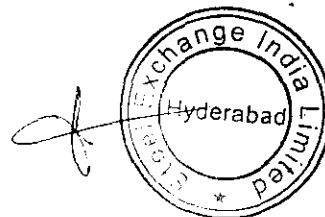
All Eligible Participants comprising of QIBs, the Arranger and any non-QIB Investors specifically mapped by the Issuer on the BSE BOND-EBP Platform, are eligible to bid for this Issue.

All Eligible Participants are required to comply with the relevant regulations/ guidelines applicable to them for investing in this Issue in accordance with the norms approved by the Government of India, RBI or any other statutory body from time to time, including but not limited to the Operational Guidelines for investing in this Issue.

### Right to Accept or Reject Bids

The Issuer reserves its full, unqualified and absolute right to accept or reject any application for bid, in part or in full, without assigning any reason thereof in accordance with the Operational Guidelines.

### How to bid?



All Eligible Participants will have to register themselves as a one-time exercise (if not already registered) under the BSE BOND – EBP Platform offered by BSE for participating in the electronic book mechanism. Eligible Participants will also have to complete the mandatory KYC verification process. Eligible Participants should refer to the Operational Guidelines.

The details of the Issue shall be entered on the BSE BOND – EBP Platform by the Issuer at least 2 (two) working days prior to the Issue / Bid Opening Date, in accordance with the Operational Guidelines.

The Issue will be open for bidding for the duration of the bidding window that would be communicated through the Issuer's bidding announcement on the BSE BOND – EBP Platform, at least 1 (one) working day before the start of the Issue / Bid Opening Date.

A bidder will only be able to enter the amount while placing their bids in the BSE BOND – EBP Platform, for the Debentures.

Some of the key guidelines in terms of the current Operational Guidelines on issuance of securities on private placement basis through an electronic book mechanism, are as follows\*:

**1 Modification of Bid:**

Eligible Participants may note that modification of bid is allowed during the bidding period / window. However, in the last 10 minutes of the bidding period / window, revision of bid is only allowed for upward revision of the bid amount placed by the Eligible Participant.

**2 Cancellation of Bid**

Eligible Participants may note that cancellation of bid is allowed during the bidding period / window. However, in the last 10 minutes of the bidding period / window, no cancellation of bids is permitted.

**3 Multiple Bids**

Investors are permitted to place multiple bids on the EBP platform in line with the Operational Guidelines.

**4 Manner of bidding**

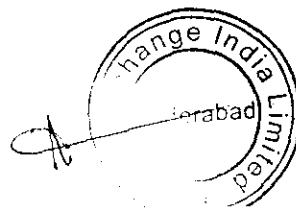
The Issue will be through close bidding on the EBP platform in line with the Operational Guidelines.

**5 Manner of allotment**

The allotment will be done on uniform yield basis in line with the Operational Guidelines.

**6 Manner of settlement**

Settlement of the Issue will be done through Indian Clearing Corporation Limited



(ICCL) and the account details are given in the section on Payment Mechanism of this Disclosure Document.

**7 Settlement cycle**

The process of pay-in of funds by investors and pay-out to issuer will be done on T+1 day, where T is the Issue day.

**8 Withdrawal of Issue**

The Issuer may, at its discretion, withdraw the issue process on the following conditions:

- (a) non-receipt of bids up to the Issue Size, as applicable;
- (b) bidder has defaulted on payment towards the allotment, within the stipulated time frame, due to which the Issuer is unable to fulfil the Issue Size, as applicable.

Provided that the Issuer shall accept or withdraw the Issue on the BSE BOND – EBP Platform within 1 (one) hour of the closing of the bidding window, and not later than 6 pm on the Issue/Bidding Closing Date.

However, Investors should refer to the Operational Guidelines as prevailing on the date of the bid.

**9 Application / Bid Size**

Applications for the Debentures are required to be for a minimum of 1 Debenture and multiples of 1 Debentures thereafter.

All eligible participants under the Operational Guidelines and subsequent Debenture Holders (who shall purchase the Debentures in the secondary market) are required to consult their own advisors in investing in the Debentures and comply with the relevant rules, regulations, guidelines or notifications applicable to them for investing in the Debentures.

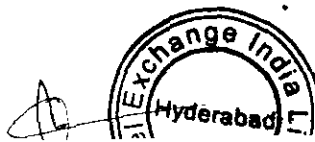
**10 Offer or Issue of executed PPOAL to Successful Bidders**

The PPOAL along with the Application Form will be issued to the successful bidders. Successful bidders will be required to complete and submit the Application Form and Part B of the PPOAL to the Issuer in order to accept the offer of Debentures.

No person other than the successful bidder to whom the PPOAL has been issued by Issuer may apply for the Issue through the PPOAL and any Application Form received from a person other than those specifically addressed will be invalid.

**11 Minimum Subscription**

The requirement of minimum subscription shall not be applicable to the Issue and therefore the Issuer shall not be liable to refund the subscription(s) or proceed(s) in respect of Issue in the event of the total Issue collection falling short of the proposed Issue size or certain percentage of the proposed Issue size.



**12 Payment Mechanism**

Successful bidders should do the funds pay-in to the bank account of ICCL provided by ICCL ("**Designated Bank Account**"). The details of the virtual account shall be shared via email by BSE-EBP.

Successful bidders must pay the subscription amount to the Designated Bank Account on or before 10:30 a.m. on the Pay-in Date ("**Pay-in Time**"). Successful bidders should ensure to make payment of the subscription amount for the Debentures from the same bank account which is updated by them in the BSE BOND - EBP Platform while placing the bids. In case of mismatch in the bank account details between BSE BOND - EBP Platform and the bank account from which payment is done by the successful bidder, the payment would be returned. Provided that, in case of bids made by the Arranger on behalf of Eligible Participants, funds pay-in shall be made from the bank account of such Eligible Participants.

Note: In case of failure of any successful bidders to complete the subscription amount payments by the Pay-in Time or the funds are not received in the ICCL's Designated Bank Account by the Pay-in Time for any reason whatsoever, the bid will be liable to be rejected and the Issuer shall not be liable to issue Debentures to such successful bidders.

Funds payment to the Issuer on [•] would be made by ICCL to the following bank account of the Issuer:

Bank	:HDFC Bank Limited
Branch	:GAJUWAKA
BankAccountNo.	:57500000605880
IFSCCodeNo.	: <b>HDFC0002813</b>
Mode	: NEFT /RTGS

**Date of Subscription**

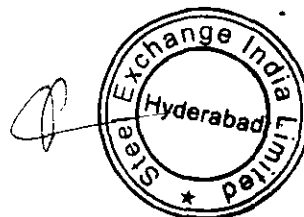
The date of subscription shall be the date of realization of proceeds of subscription money in the Designated Bank Account of ICCL.

**Settlement Process**

Upon final allocation by the Issuer, the Issuer or the Registrar on behalf of the Issue shall instruct the Depositories on the Pay In Date, and the Depositories shall accordingly credit the allocated Debentures to the demat account of the successful bidder.

The Company shall give the instruction to the Registrar for crediting the Debentures by 12:00 noon on the Pay-In Date. The Registrar shall provide corporate action file along with all requisite documents to Depositories by 12:00 noon on the Pay-In Date. On the Pay-In Date, the Depositories shall confirm to ICCL the transfer of Debentures in the demat account(s) of the successful bidder(s).

Post-Allocation Disclosures by the EBP

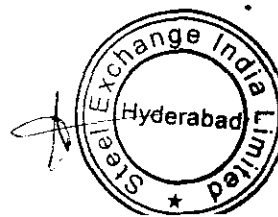




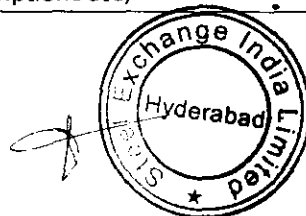
Upon final allocation by the Issuer, the Issuer shall disclose the issue size, coupon rate, ISIN, number of successful bidders, category of the successful bidder(s), etc., in accordance with the Operational Guidelines. The EBP shall upload such data, as provided by the Issuer, on its website to make it available to the public.

### 3. ISSUE DETAILS WITH RESPECT TO THE DEBENTURES

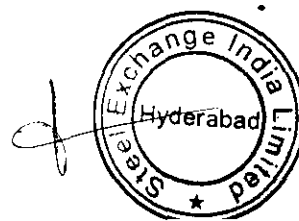
Security Name	21.5% Steel Exchange India Limited 2026
Issuer	Steel Exchange India Limited
Type of Instrument	Listed Rated Secured Redeemable Non-Convertible Debentures
Nature of Instrument	Secured Rated Listed
Seniority	N.A.
Mode of Issue	<p>Private Placement under electronic book mechanism of BSE under SEBI Circular ref SEBI/HO/DDHS/CIR/P/2018/122 dated August 16, 2018 read with "Operational Guidelines for issuance of Securities on Private Placement basis through an Electronic Book Mechanism" issued by BSE vide their Notice No. 20180928-24 dated September 28, 2018 and/ or any subsequent guidelines as may be issued by BSE from time to time, in this regard.</p> <p>The Issue will be through closed bidding on the EBP platform in line with EBP Guidelines vide SEBI circular SEBI/HO/DDHS/CIR/P/2018/122 dated August 16, 2018</p>
Eligible Investors/ Participants	<p>All QIBs, and any non-QIB Investors specifically mapped by the Issuer on the BSE BOND – EBP Platform, are eligible to bid / invest / apply for this Issue.</p> <p>All participants are required to comply with the relevant regulations/ guidelines applicable to them for investing in this Issue.</p>
Listing	<p>Listing application shall be filed with the Stock Exchange within 4 days from the Issue Closing Date.</p> <p>In case of delay in listing, the Issuer shall pay penal interest of 1% (one per cent) p.a. over the Coupon Rate to the Debenture Holders for the Delayed period, i.e., from the Deemed Date of Allotment till the listing of Debentures.</p> <p>The Issuer shall be permitted to utilize the issue proceeds of its subsequent 2 (two) privately placed issuances of securities only after receiving final listing approval from BSE.</p>
Rating of the Instrument	"BWR D" by Brickwork Ratings India Private Limited
Issue Size	3828 Listed Rated Secured Redeemable Non-Convertible Debentures of the face value of Rs. 10 Lakhs each (Rupees Ten Lakhs), for cash aggregating to Rs. 382,80,00,000 (Rupees Three Hundred and Eighty Two Crores and Eighty Lakhs).



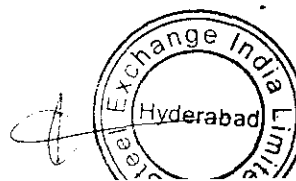
Objects of the Issue	The net proceeds of the Issue will be utilised <i>inter-alia</i> towards a full and final one-time settlement of outstanding dues of the Existing Lenders.
Details of the utilisation of the proceeds	The net proceeds of the Issue will be utilised <i>inter-alia</i> towards a full and final one-time settlement of outstanding dues of the Existing Lenders.
Coupon Rate	15% per annum payable monthly for the initial 24 months starting from the Deemed Date of Allotment; 21.5% per annum payable monthly thereafter. Coupon rates shall be on the aggregate of the Subscription Amount and the Special Premium.
Step Up/ Step Down Coupon Rate	15% per annum payable monthly for the initial 24 months starting from the Deemed Date of Allotment; 21.5% per annum payable monthly thereafter. Coupon rates shall be on the aggregate of the Subscription Amount and the Special Premium.
Coupon Payment Frequency	Monthly
Coupon Payment Date(s)	Last Business Day of the Month
Coupon Type	Monthly
Coupon Reset Process (including rates, spread, effective date, interest rate cap and flooretc)	NA
Day Count Basis	Actual / Actual Basis Interest payable on the Debentures will be calculated on the basis of actual number of days elapsed in a year of 365 or 366 days as the case may be.
Interest on Application Money	As the Pay-In Date and the Deemed Date of Allotment fall on the same date, interest on application money shall not be applicable.
Upfront Interest	Rs 5,224.66 per Debenture payable on the Deemed Date of Allotment
Default Interest Rate	In case of default in payment of interest and/or Redemption Amount on due dates, additional interest @ 6% p.a. over the Coupon Rate will be payable by the Issuer for the period of default.
Default Interest for delay in execution of the Debenture Trust Deed	In the event the Issuer fails to execute the Debenture Trust Deed within three months of the closure of the issue of the Debentures, the Issuer shall be liable to pay interest of at the rate of 2% p.a., to the debenture holder, over and above the agreed Coupon Rate, till the execution of the Debenture Trust Deed.
Default Interest for delay in listing of the Debentures	In case of delay in listing of the Debentures beyond 4 days from the Issue Closing Date, the Issuer shall pay penal interest of at least at the rate of 1% p.a. over the Coupon Rate from the Deemed Date of Allotment till the listing of the Debentures.
Tenor	5.25 years from the Deemed Date of Allotment
Redemption Date(s)	"Redemption Date" means as the context may permit or require, each or any of: (a) a Scheduled Redemption Date;



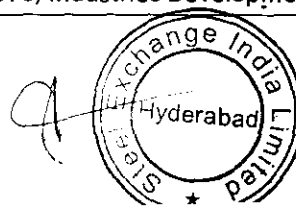
	<p>(b) an Early RedemptionDate;  (c) the Mandatory Redemption Date;or  (d) the Final RedemptionDate.</p>
Redemption Amount	<p><b>“Redemption Amount”</b> means, in respect of a Debenture:</p> <p>(a) on a Scheduled Redemption Date, the Scheduled Redemption Amount;  (b) on an Early Redemption Date, the Early Redemption Amount;  (c) on the Mandatory Redemption Date, the Mandatory Redemption Amount; and  (d) on the Final Redemption Date, the Final Redemption Amount.</p> <p>The Issuer shall pay to the Debenture Holders, the Redemption Premium along with the Special Premium as and when any Debentures are redeemed and on the Final Redemption Date in order to ensure that the Debenture Holders are paid the Agreed IRR on the aggregate of the Subscription Amount and the Special Premium.</p>
Redemption Premium/ Discount	<p>The debentures will receive such premium so as to provide an IRR of 21.5% p.a.c.m. on the Subscription Amount as well as the Special Premium accrued and unpaid.</p>
Special Premium	<p>Special Premium shall be an amount equivalent to Rs 17,20,00,000 (Indian Rupees Seventeen Crores and Twenty Lakhs) and shall become payable immediately upon the occurrence of any of the following events:-</p> <ol style="list-style-type: none"> <li>1. At the end of 45 (forty-five) days from the Deemed Date of Allotment; or</li> <li>2. Issuance of equity shares, declaration of bonus shares, buyback of shares, merger, demerger or any other corporate action undertaken by the Company; or</li> <li>3. Default in payment of coupon and principal amounts on the Subscription Amount; or</li> <li>4. Any proceeding being initiated, or any claim being made against the Company in terms of the Insolvency and Bankruptcy Code, 2016; or</li> <li>5. Any change in existing management of the Company; or</li> <li>6. Any other default by the Company in terms of the Debenture Trust Deed.</li> </ol> <p>If the Issuer is unable to immediately pay the Special Premium, then the same shall get added to the outstanding Subscription Amount and can be paid along with the debenture with an IRR of 21.5% p.a.c.m.</p> <p>All other conditions of Coupon at the rate as being levied on NCDs shall also be applicable on the Special Premium.</p> <p>Special Premium shall be deemed to have been invested by the Debenture Holders along with the Subscription Amount on the same date of allotment of debenture.</p>
Issue Price	<p>Rs. 10,00,000 (Rupees Ten Lakhs) per Debenture</p>



Discount at which security is issued and the effective yield as a result of such discount	NA
Put Date	NA
Put Price	NA
Call Date	NA
Call Price	NA
Put Notification Time	NA
Call Notification Time	NA
Face Value	Rs. 10,00,000 (Rupees Ten Lakhs) per Debenture
Minimum bid size and in multiples thereafter	The minimum bid lot shall be 1 Debenture having face value of Rs. 10,00,000 (Rupees Ten Lakhs)
Issue Timing: 1. Issue / Bid Opening Date 2. Issue / Bid Closing Date 3. Pay-in-Date 4. Deemed Date of Allotment	27.01.2021 27.01.2021 28.01.2021 28.01.2021
Issuance Mode of the Instrument	Only in dematerialized form
Trading Mode of the Instrument	Only in dematerialized form
Settlement Mode of the Instrument	Payment of interest and Redemption Amount will be made by way of RTGS/ NEFT/ any other electronic mode/ any other permitted mode of payment
Depository	NSDL and CDSL
Business Day Convention	<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 Dates would be as per the schedule originally stipulated at the time of issuing the Debentures. In other words, the subsequent Coupon Payment Dates would not be disturbed 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 Debentures 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> <p>Additionally, if any principal pay-in-date falls on a holiday or a Saturday, principal will be payable on the previous Business Day.</p>



Record Date	15 (fifteen) days prior to each Coupon Payment/ Redemption Date.
Cash Sweep Mechanism	<p>The Issuer agrees that any operating cash or monies (equivalent to EBITDA net of Taxes) generated by the Issuer or available with the Issuer in any account including the TR Account shall be utilised in the manner set out below and more particularly described in the Trust and Retention Account Agreement:</p> <p>a) First, towards any operational requirements of the Issuer including but not limited to any capital expenditure or working capital requirements/margin or repayment of sundry creditors in accordance with the annual plan/budget as may be approved by the Debenture Holders in writing. Any deviations from such approved plan/ budget in any Financial Year shall be permitted only with the prior written approval of the Debenture Holders, which shall be approved by the Debenture Holders on a quarterly basis.</p> <p>b) Second,</p> <p>(i) towards payment of any Additional Interest, or any other outstanding amounts in relation to the Debt, due and payable by the Issuer; and</p> <p>(ii) towards scheduled payment of Coupon, Redemption Premium and Debt;</p> <p>c) Any residual cash remaining after meeting the requirements set out in sub-clauses (a) and (b) above shall be paid towards early redemption of Debentures.</p> <p>The Issuer and the Debenture Trustee agree that the above cash sweep mechanism shall be operated at the end of each month.</p>
All covenants of the Issue (including side letters, accelerated payment clause, etc.)	<p style="text-align: center;"><b>PART A GENERAL UNDERTAKINGS</b></p> <p><b>1. Authorisations</b> The Issuer shall promptly:</p> <p>(a) obtain, comply with and do all that is necessary to maintain in full force and effect; and</p> <p>(b) supply certified copies to the Debenture Trustee of,</p> <p>any Authorisation which is necessary for the carrying out of its business and operations and those required to enable it to perform its obligations under the Transaction Documents and to ensure the legality, validity, enforceability or admissibility in evidence in its jurisdiction of incorporation of any Transaction Document.</p> <p><b>2. Compliance with laws</b></p> <p>(a) The Issuer shall and shall ensure that each other Obligor complies in all respects with all with Applicable Law including Tax Laws, Companies Act, Factories Act, 1948, Contract Labour (Regulation and Abolition) Act, 1970, Industries Development and Regulation</p>



Act, 1951, Employees Provident Fund Act, 1952, Exchange Control Regulations, Environmental or Social Laws to which it may be subject.

- (b) Without prejudice to the generality of sub-paragraph (a) above, the Issuer shall comply in all respects with any circular, guideline, direction, notification or rule issued by any Governmental Authority with respect to the Issue including but not limited to the SEBI Regulations and the listing agreement entered into with the Stock Exchange.

**3. Pari passu ranking**

The Issuer shall ensure that each relevant Transaction Document creates (or, once entered into, will create) in favour of the Debenture Trustee or the Debenture Trustee (as the case may be), the Security Interest which it is expressed to create with the ranking and priority it is expressed to have.

**4. Transaction Documents**

The Issuer shall comply with all provisions of the Offer Documents and other Transaction Documents at all times until the expiry of the Final Settlement Date.

**5. Negative pledge**

The Issuer shall not create or permit to subsist any Encumbrance over any of the Secured Property (other than any Security Interest created pursuant to the Transaction Documents).

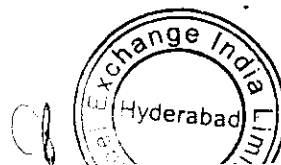
**6. Disposals**

- (a) The Issuer shall not enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, alienate, transfer or otherwise dispose of any Secured Property, at all times until the Final Settlement Date.
- (b) The Issuer undertakes that, at all times until the Final Settlement Date, it will not enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell/ transfer/ alienate or otherwise dispose of (or agree to sell/ transfer/ alienate or otherwise dispose of) all or substantially all of its assets to any other Person.

**7. Merger**

The Issuer shall not and shall ensure that neither the Promoters nor any other Obligor shall enter into any amalgamation, demerger, merger or corporate reconstruction save and except: (a) any amalgamation, demerger, merger or corporate reconstruction of Promoter or any other Obligor with any other Obligor (in each case, excluding the Issuer); and (b) any amalgamation, demerger, merger or corporate reconstruction of any member of an Obligor into the Issuer and where, pursuant to such merger, the Issuer is the resultant entity.

**8. Change of business**



The Issuer shall procure that no substantial change is made to the general nature of the business of the Issuer or Promoter or any other Obligor from that carried on at the date of the Debenture Trust Deed. As on the date of the Debenture Trust Deed, the Issuer, Promoters and other Obligors are engaged generally in the business of providing financial services.

#### 9. Constitutional Documents

- (a) The Issuer shall not make any amendment to its constitutional documents which may have any adverse effect on the rights of the Secured Parties under the Transaction Documents, the Secured Property or otherwise in respect of the Debentures.
- (b) The Issuer shall within 3 (three) days after any amendment is made to its constitutional documents (not being inconsistent with the terms of the Debenture Trust Deed), notify the Debenture Trustee of such amendment.

#### 10. Intellectual Property

The Issuer shall:

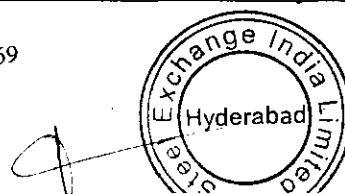
- (a) take all action to obtain, safeguard, maintain in full force and effect and preserve its ability to enforce all Intellectual Property necessary for the conduct of its business as conducted from time to time including:
  - (i) paying all applicable renewal fees, licence fees and other outgoings; and
  - (ii) performing and complying with all Applicable Laws and obligations to which it is subject as registered proprietor, beneficial owner, user, licensor or licensee of any such necessary Intellectual Property;
- (b) promptly notify the Debenture Trustee of any infringement or of any infringement threatened (in writing) or any challenge to the validity of any such necessary Intellectual Property owned by or licensed to it which may come to its notice, supply the Debenture Trustee (if requested) with all information in its possession relating thereto;
- (c) take all necessary steps (including the institution of legal proceedings) to prevent third parties infringing any such necessary Intellectual Property; and
- (d) take all necessary steps (including legal proceedings) to enforce the confidentiality of and prevent any improper use of any trade secret which is Intellectual Property.

#### 11. Financial year

The Issuer shall not alter its accounting policies or its financial year so that such financial year ends on any date other than on March 31<sup>st</sup> of each year.

#### 12. Security and Security Cover

- (a) Ensure that it maintains and perfects the Security Interest created under the relevant Transaction Documents, and, if necessary, shall



create and perfect such Security Interest as the Debenture Trustee may require, in order to secure the Debt under the Transaction Documents.

- (b) The Issuer shall at all times until the expiry of the Final Settlement Date maintain a Security Cover in accordance with Part D (Security Cover) of Schedule V (Issuer's Covenants).

The Issuer shall ensure that, at all times, the receivables charged or to be charged under the Security Documents provide a Security Cover equal to the Required Security Cover.

### 13. Accounts

- (a) The Issuer will ensure that all receivables, on and from the Deemed Date of Allotment, shall be deposited into the TR Account and, on and from the, undertakes to ensure that:
- (b) The TR Account shall be operated and maintained in accordance with the Trust and Retention Account Agreement.
- (c) The Issuer hereby agrees and undertakes that in the event that it receives amounts pertaining to the receivables, it shall hold such amounts pertaining to such receivables (or any assets received in lieu thereof), or part thereof, as the case may be, in trust for the benefit of the Secured Parties, and shall promptly and in any event no later than 1 (one) Business Day of receipt thereof deposit such amounts pertaining to such receivables into the TR Account.
- (d) The Issuer undertakes that there will be no change to the Depository and the depository participant of the Issuer without the prior written consent of the Debenture Trustee (acting pursuant to the instructions of the Debenture Holders).

### 14. Taxes

- (a) The Issuer shall pay and discharge all Taxes, rates, rents and governmental charges levied upon it and its assets before penalties become attached thereto and shall establish adequate reserves for the payment of any Taxes, rates, rents and governmental charges becoming due unless such Taxes, rates, rent and governmental charges are being contested in good faith by appropriate proceedings.
- (b) The Issuer shall make all filings required under Applicable Laws (including, without limitation, the obligations to file regular tax returns with any Governmental Authority of India or elsewhere).

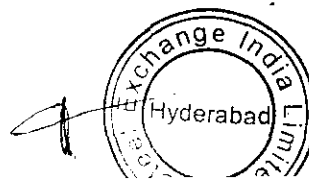
### 15. Wilful defaulter

If a director of the Issuer or Promoter is found to be a wilful defaulter, it shall:

- (a) ensure that such person is removed from the directorship of the Issuer; or
- (b) procure that the Promoter shall ensure that such person is removed from the directorship of Promoter (as applicable).

### 16. Environmental and Social Matters and Material Adverse Effect

- (a) The Issuer is and shall ensure that each other Obligor is and





continues to be in compliance with all Applicable Laws, including Environmental or Social Laws and Environmental or Social Approvals applicable to it, where failure to do so:

(i) has or is reasonably likely to have a Material Adverse Effect; or

(ii) would or is reasonably likely to result in any impact on the reputation of any Secured Party arising out of or in connection with any negative publicity or anticipated negative publicity (as determined by that Secured Party in its sole discretion) regarding that Secured Party or any liability for any Secured Party.

(b) The Issuer shall, promptly upon becoming aware, notify the Debenture Trustee of:

(i) any Environmental or Social Claim current, or to its knowledge, pending or threatened; or

(ii) any circumstances reasonably likely to result in an Environmental or Social Claim,

which (x) has or, if substantiated, is reasonably likely to have a Material Adverse Effect; or (y) would or, if substantiated, is reasonably likely to result in any impact on the reputation of any Secured Party arising out of or in connection with any negative publicity or anticipated negative publicity (as determined by that Secured Party in its sole discretion) regarding that Secured Party or any liability for any Secured Party.

#### 17. Delist the Debentures

The Issuer shall not voluntarily delist the Debentures or permit or suffer the Debentures to be delisted at any time until the Final Settlement Date.

#### 18. Use of Proceeds

The funds raised pursuant to the Issue shall be utilised by the Issuer only inter-alia towards a full and final one-time settlement of outstanding dues of the Existing Lenders.

#### 19. Arm's length dealings

The Issuer shall not enter into any arrangement, agreement or commitment with any person or pay any fees, commissions or other sums on any account whatsoever to any persons other than:

(a) in the ordinary course of trading, at arm's length and on normal commercial terms; or

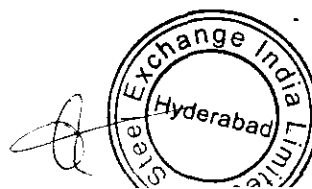
(b) as required by the Transaction Documents.

#### 20. Terms of Financing

The Issuer shall ensure that the Issue does not violate the terms of any existing Financial Indebtedness of the Issuer.

#### 21. Management control and change in name

Promoters shall continue to exercise control on the Issuer and the Issuer shall not change its name such that the brand - name 'SIMHADRI' or 'STEELEXCHANGE' is removed from forming part of its name, each until the Final Settlement Date.



**22. Further Financial Indebtedness**

The Issuer undertakes and confirms that, on and from the Deemed Date of Allotment, any Financial Indebtedness proposed to be availed of by the Issuer shall be subject to the prior written consent of the Debenture Trustee.

**23. CERSAIFiling**

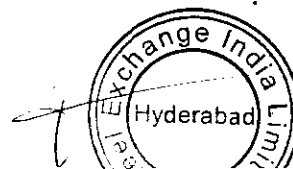
The Issuer shall co-operate with the Debenture Trustee to enable it to make necessary filings in connection with the creation of Security Interest over the Secured Property under the Transaction Documents with the Central Registry of Securitisation Asset Reconstruction and Security Interest of India, within 30 days from the date of creation of the relevant Security Interest.

**24. Promoter Support**

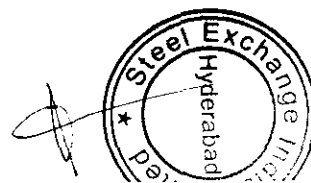
- (a) The Issuer and the Promoter agree that in the event the Issuer requires any amounts in excess of the Issue Proceeds for payment of the settlement amount to the Existing Lender, the Promoters shall make the same available by way of equity contribution.
- (b) The Promoters shall not step down from the Board and/or their executive positions which they hold at the time of investment, except with the approval of the Debenture Holders and/or the Debenture Trustee.

**25. Further Assurances**

- (a) The Issuer shall execute and/or do, at its own expense, all such deeds, assurances, documents, instruments, acts, matters and things, in such form and otherwise as the Debenture Trustee and/or the Debenture Holders may under the Debenture Trust Deed or by Applicable Law require to give effect to the Debenture Trust Deed, the other Transaction Documents or to enforce or exercise any of the rights and authorities of the Debenture Trustee and/or the Debenture Holders.
- (b) The Issuer shall obtain, comply with the terms of and do all that is necessary to maintain in full force and effect, and supply certified copies to the Debenture Trustee (on behalf of the Debenture Holders) of, all Authorizations necessary to enable it lawfully to enter into and perform its obligations under the Transaction Documents or to ensure the legality, validity, enforceability or admissibility in evidence in India of the Transaction Documents and to carry on its current business.
- (c) The Issuer shall procure that the Debentures are rated and the rating is continued until the Final Settlement Date and shall at all times comply with the terms and conditions of the rating letters (allotting the credit rating for the Debentures) issued by the relevant Credit Rating Agency including promptly providing accurate information as requested by the Credit Rating Agency from time to time.
- (d) The Issuer shall maintain asset cover sufficient to discharge the Debt in accordance with Applicable Law, including but not limited



- to the Act, the SEBI Regulations and the requirements of the listing agreement entered into with the Stock Exchange.
- (e) The Issuers shall not declare any dividend to the shareholders in any year until the Issuer has obtained prior consent of the Debenture Holders and paid or made satisfactory provision for the payment of the principal and accrued premium due on the Debentures.
- (f) The Issuer agrees that the Debenture Holders shall have the right to change the internal/statutory auditor of the Issuer at any point of time.
- (g) The Issuer agrees that the Debenture Holders shall have the right to sell, assign, transfer or otherwise dispose of all or any part of the loans at any time till the entire outstanding Debt of the Debenture Holders are paid off in full.
- (h) The Issuer shall provide the Debenture Trustee with a monthly MIS and other details as required by Debenture Holders.
- (i) The Issuer shall ensure that its Promoters have no political affiliations.
- (j) The Issuer undertakes not to conduct any trading activity without the approval of the Debenture Holders.
- (k) The Issuer shall maintain a reserve named "Recovery Expense Fund" as per SEBI Circular dated 22 October 2020 bearing reference number SEBI/HO/MIRSD/CRADT/CIR/P/2020/207 and the provisions of SEBI (Debenture Trustee) Amendment Regulations, 2020, as amended from time to time. The Issuer shall submit to the Debenture Trustee, a certificate duly certified by the statutory auditors certifying creation of such "Recovery Expense Fund" by the Issuer, for an amount equal to 0.01% of the Issue subject to maximum of INR 25,00,000/- (Indian Rupees Twenty Five Lakhs only) in the manner specified by the SEBI from time to time, the listing agreement entered into with the Stock Exchange and/or the Debenture Trust Deed.
- (l) The Issuer agrees that any shortfall in meeting the full and final settlement dues of the Existing Lenders shall be arranged by the Issuer in the designated account as notified by the Debenture Holders to the Debenture Trustee prior to the Deemed Date of Allotment.
- (m) The Issuer shall ensure that the Promoters infuse capital in the Issuer in case of any statutory dues/ penalties arriving from any non-compliance related to approvals/clearances.
- (n) The Issuer agrees that all related party transactions shall be monitored and conducted only with the approval of the Debenture Trustee and/ or the Debenture Holders.

**PART B**

### INFORMATION UNDERTAKINGS

1. Financial statements

The Issuer shall supply to the Debenture Trustee in sufficient copies for all the Debenture Holders:

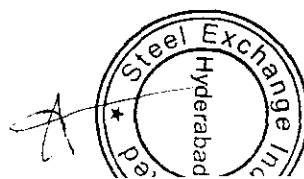
- (a) as soon as the same become available, but in any event within 90 (ninety) days after the end of each of its Financial Years, its audited Consolidated financial statements for that Financial Year.
- (b) as soon as the same become available, but in any event within 30 (thirty) days after the end of each half of each of its Financial Years, its consolidated financial statements for the relevant half of that Financial Year.

2. Compliance Certificate

- (a) The Issuer shall supply to the Debenture Trustee, with each set of financial statements delivered pursuant to paragraph 1 above, a compliance certificate setting out (in reasonable detail) computations as to compliance with the covenants set out in Part B (Financial Covenants) of Schedule V (Issuer's Covenants) as at the date as at which those financial statements were drawn up.
- (b) Each compliance certificate delivered pursuant to paragraph 2(a) above shall be signed by the statutory auditor of the Issuer.

3. Requirements as to financial statements

- (a) Each set of financial statements delivered by the Issuer pursuant to paragraph 1 above shall be certified by a director of the Issuer as giving a true and fair view of (in the case of any such financial statements which are audited) or fairly representing (in the case of any such financial statements which are unaudited) its financial condition as at the date as at which those financial statements were drawn up.
- (b) The Issuer shall procure that each set of financial statements delivered pursuant to paragraph 1 above is prepared using GAAP, accounting practices and financial reference periods consistent with those applied in the preparation of the Original Financial Statements unless, in relation to any set of financial statements, it notifies the Debenture Trustee that there has been a change in GAAP, the accounting practices or reference periods and its auditors deliver to the Debenture Trustee:
  - (i) a description of any change necessary for those financial statements to reflect the GAAP, accounting practices and reference periods upon which Issuer's Original Financial Statements were prepared; and
  - (ii) sufficient information, in form and substance as may be reasonably required by the Debenture Trustee, to enable the Debenture Holders to determine whether covenants set out in Part B (Financial Covenants) of **Schedule V (Issuer's Covenants)** have been complied with and make an accurate comparison between the financial position indicated in those financial statements and the Issuer's Original Financial Statements.



(c) Any reference in the Debenture Trust Deed to those financial statements shall be construed as a reference to those financial statements as adjusted to reflect the basis upon which the Original Financial Statements were prepared.

4. Requirements regarding Debentures

(a) Information to the Debenture Trustee:

(i) On and from the Deemed Date of Allotment, furnish a quarterly report (within 21 calendar days from the end of the relevant quarter) to the Debenture Trustee (or as may be required in accordance with SEBI Regulations) containing the following particulars:

(A) an updated list of the names and addresses of the Debenture Holders;

(B) details of the interest, principal amount and any other amounts that may be due in respect of the Debentures, but unpaid and reasons thereof;

(C) the number and nature of grievances received from the Debenture Holders and resolved by the Issuer and those grievances not yet resolved to the satisfaction of the Debenture Holders and reasons for the same;

(D) a statement that the assets of the Issuer which are available by way of Security Interest are sufficient to discharge the claims of the Debenture Holders as and when they become due; and

(E) any other information as may be required by the Debenture Trustee from time to time.

(ii) On and from the Deemed Date of Allotment, furnish to the Debenture Trustee on a quarterly basis (or as may be required in accordance with SEBI Regulations):

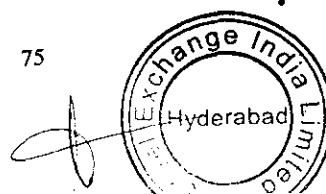
(A) a certificate from the director or managing director of the Issuer certifying the value of the receivables; and

(B) a certificate from an independent chartered accountant (acceptable to the Debenture Trustee) certifying the value of the receivables.

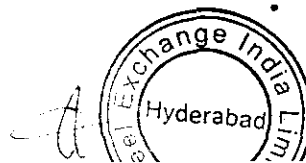
(iii) On and from the Deemed Date of Allotment, furnish to the Debenture Trustee on an annual basis (or as may be required in accordance with SEBI guidelines) a certificate from the Auditor certifying the value of the receivables.

(iv) Furnish to the Debenture Trustee, periodical status/ performance reports within 7 (seven) days of the relevant board meeting or within 45 (forty-five) days of the respective, quarter whichever is earlier.

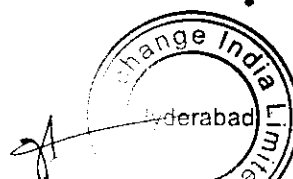
(v) Promptly and expeditiously attend to and redress the grievances, if any, of the Debenture Holders. The average time required by the Issuer for the redressal of routine grievances of the Debenture Holders shall be 10 (ten) Business Days from the date of receipt of the complaint. The Issuer further undertakes that it shall promptly give reasonable consideration to the suggestions and directions that may be given in this regard, from time to time, by the Debenture Trustee and shall advise



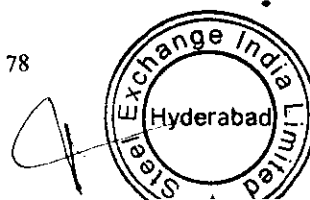
	<p>the Debenture Trustee periodically of the compliance.</p> <p>(vi) Promptly inform the Debenture Trustee in writing of any material change in the nature and conduct of its business before such change.</p> <p>(vii) Send to the Debenture Trustee one copy or translation, in each case in the English language, of all notices, statements and documents which are issued to shareholders of the Issuer or its respective creditors generally as soon as practicable (but not later than 2 (two) days) after their date of issue.</p> <p>(viii) So far as permitted by Applicable Law, give the Debenture Trustee such information as it requires to perform its functions and/or to exercise its powers, rights and discretions under the Debenture Trust Deed and any other Transaction Document.</p> <p>(ix) Promptly inform the Debenture Trustee of any significant changes in the composition of its board of directors.</p> <p>(x) Promptly inform the Debenture Trustee of any proposed amalgamation, merger or reconstruction scheme.</p> <p>(xi) Promptly inform the Debenture Trustee of any order, direction, notice received from a court or tribunal affecting or likely to affect the Secured Property.</p> <p>(b) <i>Information to the Stock Exchange:</i> File with the Stock Exchange for dissemination, along with the yearly and half yearly financial results, a noting letter issued by the Debenture Trustee, stating that the Debenture Trustee has taken note <i>inter-alia</i> of the following information:</p> <p>(i) credit rating and name of Credit Rating Agency;</p> <p>(ii) asset cover available;</p> <p>(iii) debt-equity ratio accompanied with a certificate of a practicing chartered accountant confirming the said debt-equity ratio;</p> <p>(iv) previous Due Date for the payment of interest, principal and whether the same has been paid or not;</p> <p>(v) next Due Date for the payment of interest and principal;</p> <p>(vi) net profits, earnings per share, net-worth and all other information as may be required under Applicable Law, including but not limited to Regulation 52 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015; and</p> <p>(vii) any other information as may be required by the Debenture Trustee from time to time.</p> <p>5. Information: miscellaneous The Issuer shall supply to the Debenture Trustee (insufficient copies for all the Debenture Holders and the Debenture Trustee, if the Debenture Trustee so requests):</p> <p>(a) all documents dispatched by the Issuer to its shareholders (or any class of them) or its creditors generally at the same time as they are dispatched;</p> <p>(b) promptly, any announcement, notice or other document relating specifically to the Issuer posted onto any electronic website maintained by any stock exchange on which shares in or other securities of the Issuer are listed or any electronic website required by any such stock exchange to be maintained by or on behalf of the</p>
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	<p>Issuer;</p> <p>(c) promptly upon becoming aware of them, the details of any suit, litigation, arbitration or administrative proceedings which are current, threatened (in writing) or pending: (i) to restrain the Issuer's entry into, the exercise of their respective rights under, or compliance by it with any of its obligations under the Transaction Documents; or (ii) which if, adversely determined, could have or is likely to have a Material Adverse Effect; or (iii) in relation to any Debenture pursuant to any Transaction Document;</p> <p>(d) promptly, if it has notice of any application for winding up having been made or any statutory notice of winding up has been given to it under the Act;</p> <p>(e) promptly, if it has notice of a receiver being appointed in respect of any of its properties or business or undertaking, information in respect thereof;</p> <p>(f) promptly upon becoming aware of initiation of any proceeding, enquiry or investigation by SEBI against (i) the Issuer; or (ii) any director or key managerial personnel of the Issuer;</p> <p>(g) promptly upon becoming aware of any proposal by any Governmental Authority or any agency, instrumentality or department thereof to compulsorily nationalize, seize, acquire or otherwise expropriate all or any part of the property or assets of the Issuer or to compulsorily acquire the Issuer;</p> <p>(h) promptly, such further information regarding the financial condition, business and operations of any Debenture Holder (through the Debenture Trustee) may reasonably request;</p> <p>(i) promptly, notice of any change in authorised signatories of the Issuer signed by a director or company secretary of the Issuer accompanied by specimen signatures of any new authorised signatories;</p> <p>(j) promptly, notify the Debenture Trustee in writing of any sale of Shares pursuant to instructions of any Borrower; and upon the occurrence of an Event of Default, in any event within 1 (one) Business Day from the date of receipt of sale instructions from the relevant Borrower(s); and</p> <p>6. Notification of default</p> <p>(a) The Issuer shall notify the Debenture Trustee of any Default or an Event of Default (and the steps, if any, being taken to remedy it) promptly upon becoming aware of its occurrence.</p> <p>(b) Promptly upon a request by the Debenture Trustee, the Issuer shall supply to the Debenture Trustee a certificate signed by two of its directors or senior officers on its behalf certifying that no Event of Default is continuing (or if an Event of Default is continuing, specifying the Event of Default and the steps, if any, being taken to remedy it).</p> <p>7. "Know your customer" checks</p> <p>The Issuer shall promptly upon the request of the Debenture Trustee supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the Debenture Trustee (for itself or on behalf of any Debenture Holder (including for any Debenture Holder on behalf of any prospective new Debenture</p>
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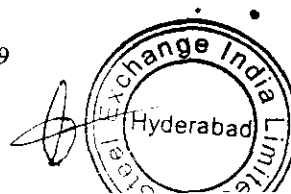


	<p>Holder)) in order for the Debenture Trustee, such Debenture Holder or any prospective new Debenture Holder to conduct any "know your customer" or other similar procedures under applicable laws and regulations.</p> <p>8. Access Upon the request of the Debenture Trustee (on the instructions of any Debenture Holder), the Issuer shall provide the Debenture Trustee and any of their representatives, professional advisers and contractors with access to visit and inspect any premises where the business of the Issuer is conducted and permit inspection by them of the assets, premises, books and records of the Issuer so far as it relates to the Transaction Documents, the Transaction Security (from time to time in accordance with the terms of the Transaction Documents) or otherwise in connection with the Issuer's business.</p> <p><b>PART C</b></p> <p><b>SECURITY COVER</b></p> <p>1. Minimum Security Cover</p> <p>(a) Security Cover</p> <p>The Issuer shall procure that, on each Calculation Date until the Final Settlement Date the Security Cover is at least equal to the Required Security Cover.</p> <p>(i) In order to restore the Security Cover as required under subparagraph (a) above, the Issuer shall take all such actions as may be necessary including without limitation:</p> <p>(A) promptly share all information as required by the Debenture Trustee from time to time;</p> <p>(B) undertake all actions to perfect the said charge, including, but not limited to, filing Form CHG-9 with the relevant registrar of companies; and</p> <p>(C) at the end of each calendar month from the Deemed Date of Allotment or at any other time upon a request by the Debenture Trustee (acting in accordance with Relevant Instructions), deliver to the Debenture Trustee (for the benefit of the Debenture Holders) a statement from an independent chartered accountant, certifying the level of the Security Cover at that time.</p> <p>2. Details of Security</p> <p>The Issuer shall on a quarterly basis, provide details in writing to the Debenture Trustee regarding compliance with the provisions of Security Cover and specifying details of the nature of the Security Interest, including the receivables and the amounts (if any) maintained in the TR Account, in a pre-agreed form.</p>
<p>Security (Including description, type of security)</p>	<p>First ranking charge over:</p> <p>(i) Mortgage Properties including in respect of the right of way, land,</p>

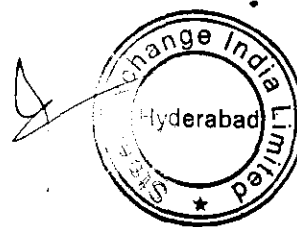




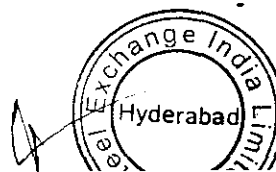
<p>(movable/immovable/ tangible etc.), type of charge (pledge/hypothecation /mortgage etc.), date of creation of security/likely date of creation of security, minimum security cover, revaluation, replacement of security, interest to the debenture holder over and above the coupon rate as specified in the Trust Deed and disclosed in the Offer Document/Information Memorandum]</p> <p>(Debt securities shall be considered as secured only if the charged asset is registered with Sub-registrar and Registrar of Companies or CERSAI or Depository etc., as applicable, or is independently verifiable by the Debenture Trustee)</p>	<p>civil structures, towers and cables, office buildings, present and future, if any by way of deposit of title deeds;</p> <p>(ii) Hypothecated Assets by way of hypothecation;</p> <p>(iii) over the shares held by the Pledgors by way of pledge.</p> <p>The aforesaid security shall be created within 15 (fifteen) days from the Deemed Date of Allotment.</p> <p>Security Cover</p> <p>The Issuer shall procure that, on each Calculation Date until the Final Settlement Date the Security Cover is at least equal to the Required Security Cover.</p>
<p>Transaction Documents</p>	<p>The Issuer has arranged to execute/ 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. Certified copies of resolution dated 18 December 2020 passed by the Board</li> <li>2. Consent Letter from Venture Capital and Corporate Investments Private Limited to act as Registrar for the issue</li> <li>3. Consent Letter from Vistra ITCL (India) Limited to act as Debenture Trustee for the issue</li> <li>4. Debenture Trustee Appointment Agreement</li> <li>5. Debenture Trust Deed</li> <li>6. Rating Letter by Brickwork Ratings India Private Limited</li> <li>7. Tripartite Agreement between the Issuer, the Registrar and NSDL for offering Depository option to the investors</li> <li>8. EBP Agreement with the BSE</li> <li>9. Disclosure Document in line with SEBI guidelines</li> <li>10. Upon closure of the bidding on the Bid Closing Date, PPOAL in format of Form PAS 4, as per the Companies Act 2013 to be issued</li> </ol>



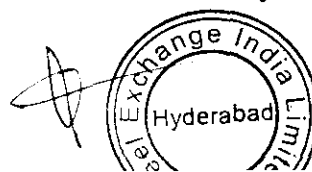
	<p>to each successful bidder;</p> <p>11. Any other document as agreed between the Issuer and the Debenture Trustee.</p>
<b>Conditions Precedent to Disbursement</b>	<ol style="list-style-type: none"> <li>1. Credit Rating by Brickwork Ratings India Private Limited</li> <li>2. Consent Letter from Vistra ITCL (India) Limited to act as Debenture Trustee for the Issue</li> <li>3. Signed Disclosure Document</li> <li>4. Certified copies of resolution dated 18 December 2020 passed by the Board</li> <li>5. Consent letter from Venture Capital and Corporate Investments Private Limited to act as Registrar &amp; Transfer Agent for the Issue</li> <li>6. In-principle approvals from BSE</li> <li>7. EBP Agreement with BSE</li> <li>8. Certified true copy of the signature certificate provided by the Issuer setting out the specimen signatures of each person authorized by the Issuer's board and shareholders' resolutions</li> <li>9. Certified true copies of the Articles of Association, Memorandum of Association and certificate of incorporation of the Issuer</li> <li>10. Sanctioned OTS letters from all the Existing Lenders of the Company</li> <li>11. No Objection Certificates from the Existing Lenders of the Company for the Issue and for creation of charge in favour of Debenture Trustee acting on behalf of the Debenture Holders</li> <li>12. Promoters to provide personal guarantee to the extent of all outstanding dues under the Debentures</li> <li>13. VPPL and Umashiv Garments Private Limited to provide Corporate Guarantee to the extent of all outstanding dues against the Debentures</li> <li>14. Pledgors to create pledge on the Shares in favour of the Debenture Trustee</li> <li>15. Other conditions customary to the transaction of this nature as set out in more detail in the Debenture Trust Deed.</li> </ol>



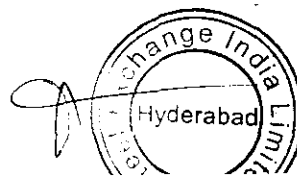
<p><b>Conditions Subsequent Disbursement</b> to</p>	<ol style="list-style-type: none"> <li>1. Listing of the Debentures onBSE</li> <li>2. Allotment ofDebentures</li> <li>3. The Issuer shall ensure that the Debentures are credited into the demataccountsoftheDebentureHoldersoftheDebentureswithin 2(two)BusinessDaysfromtheDeemedDateofAllotment.</li> <li>4. The Issuer shall, <i>inter alia</i>, file a copy of the return of allotment of securitiesunderFormPAS-3underSection42oftheCompaniesAct read with Rule 14 of the Companies (Prospectus and Allotment of Securities) Rules, 2014 with the ROC within 15 (fifteen) days of the Deemed Date of Allotment along with a list of the Debenture holders and with the prescribed fee and maintain a complete record in the form of Form PAS-5 of the Companies (Prospectus and Allotment of Securities) Rules, 2014 in respect of the Issue of theDebentures</li> <li>5. from the Deemed Date of Allotment .Within a period of 7 (seven) days from the Deemed Date of Allotment, the Issuer shall have obtained no dues certificates from Existing Lenders in a form and manner satisfactory to the Debenture Trustee and/ or the Debenture Holders confirming that all outstanding dues have been paid and that the loan is closed in their records along with release of original title documents in respect of the Mortgaged Properties and make the necessary filings with the ROC in relation to satisfaction ofcharges.</li> <li>6. Charge satisfaction with ROC and CERSAI within 07 days from the Pay In Date Within a period of 30 (thirty) days from the Deemed Date of Allotment, conversion of the unsecured loans of INR 10,00,00,000 (Rupees Ten Crores only) availed by the Issuer from VPPL, INR 10,00,00,000 (Rupees Ten Crores only) availed by the Issuer from Mr. Kumar Bandi, INR 5,00,00,000 (Rupees Five Crores only) availed by the Issuer from Mr. Bavineni Suresh and INR 5,00,00,000 (Rupees Five Crores only) availed by the Issuer from Mr. Ramesh Kumar Bandi (collectively, referred to as "<b>Unsecured Loans</b>") and the issuance of equity shares to the Debenture Holders, pursuantthereto.</li> <li>7. Within a period of 7 (thirty) days from the Deemed Date of Allotment, non-convertible redeemable preference shares amounting to INR 18,60,00,000 Crores (Indian Rupees Eighteen Crores Sixty Lakhs only) issued to the shareholders of Simhadri Power Limited (now merged with the Issuer) to be subordinated in favouroftheDebentureHoldersand/ortheDebentureTrustee.</li> <li>8. Other conditions customary to the transaction of this nature as set out in more detail in the Debenture TrustDeed.</li> </ol>
<p>Event of Default (including manner of voting / conditions of joining inter creditor agreement)</p>	<p>The following events or circumstances shall constitute as an Event of Default.</p> <ol style="list-style-type: none"> <li>1. Non-payment</li> </ol> <p>The Issuer does not pay on the Due Date any amount payablepursuant to a Transaction Document at the place at and in the currency in which itisexpressedtobepayableorfailstopayanystatutorydues.</p> <p>The Issuer does not pay the applicable Mandatory Redemption</p>



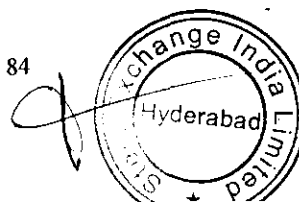
	<p>Amounts on the Mandatory Redemption Dates upon the occurrence of the respective Mandatory Redemption Events.</p> <p>The Issuer does not pay any amount payable on the Special Premium.</p> <p>2. End-use If the Subscription Amount is not utilized for the Purpose as set out in clause 2.4 of the Debenture Trust Deed.</p> <p>3. Financial covenants Any requirement of Part B (Financial Covenants) of Schedule V (Issuer's Covenants) of the Debenture Trust Deed is not satisfied.</p> <p>4. Financial Indebtedness The Issuer incurs any additional Financial Indebtedness without the prior consent of the Debenture Trustee (acting on behalf of the Debenture Holders) or the Debenture Holders.</p> <p>5. Security Cover Any requirement of Part D (Security Cover) of Schedule V (Issuer's Covenants) of the Debenture Trust Deed is not satisfied.</p> <p>6. Failure to deposit amounts The Issuer fails to comply with its obligations under paragraph 13 (Accounts) of Part A (General Undertakings) of Schedule V (Issuer's Covenants) of the Debenture Trust Deed.</p> <p>7. Other obligations and non-cooperation The Issuer does not comply with any provision of the Transaction Documents (other than any non-compliance which constitutes an Event of Default under any other sub-clauses of the Clause 7 (Events of Default and remedies) of the Debenture Trust Deed. The Issuer does not co-operate with the Debenture Trustee and/or the Debenture Holders in relation to any requests for sharing information or completion of any statutory filings or in relation to any litigations.</p> <p>8. Misrepresentation Any representation or statement made or deemed to be made by the Issuer or other Obligors in the Transaction Documents or any other document delivered by or on behalf of the Issuer or other Obligors under or in connection with any Transaction Document is or proves to have been incorrect or misleading in any respect when made or deemed to be made.</p> <p>9. Cross default Any Financial Indebtedness of the Issuer or other Obligors is not paid when due nor within any originally applicable grace period. Any Financial Indebtedness of the Issuer or other Obligors is declared to be or otherwise becomes due and payable prior to its specified</p>
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	<p>maturity as a result of an event of default (however described).</p> <p>Any commitment for any Financial Indebtedness of the Issuer or other Obligors is cancelled or suspended by a creditor of the Issuer or other Obligors (as applicable) as a result of an event of default (however described).</p> <p>Any creditor of the Issuer or other Obligors becomes entitled to declare any Financial Indebtedness of the Issuer or other Obligors (as applicable) due and payable prior to its specified maturity as a result of an event of default (however described).</p> <p>Any event of default (howsoever described) or other similar condition or event which with the lapse of time or giving of notice may become an event of default under one or more agreements or instruments relating to any Financial Indebtedness of the Issuer or other Obligors.</p> <p><b>10. Insolvency</b></p> <p>(i) The Issuer or Promoter or any other Obligor is presumed or deemed under Applicable Law to be unable or admits inability to pay its debts as they fall due, suspends making payments on any of its debts or is deemed by Applicable Law to be bankrupt or insolvent or, by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors (excluding any Secured Party in its capacity as such) with a view to rescheduling any of its indebtedness.</p> <p>(ii) The value of the assets of the Issuer or Promoter or any other Obligor is less than its liabilities (taking into account contingent and prospective liabilities).</p> <p>(iii) A moratorium is declared in respect of any indebtedness of the Issuer or Promoter or any other Obligor.</p> <p><b>11. Insolvency proceedings</b></p> <p>Any corporate action, legal proceedings or other procedure or step is taken or instituted or commenced in relation to:</p> <p>(i) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration, provisional supervision or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Issuer or Promoter or any other Obligor;</p> <p>(ii) the preparation of a resolution plan for the Issuer or any other Obligor pursuant to the Resolution of Stressed Assets Framework;</p> <p>(iii) a composition or arrangement with any creditor of the Issuer or any other Obligor, or an assignment for the benefit of creditors generally of the Issuer or other Obligors or a class of such creditors;</p> <p>(iv) the appointment of a liquidator, receiver, administrator, administrative receiver, compulsory manager, provisional supervisor or other similar officer in respect of the Issuer or Promoter or any other Obligor or any of its assets;</p>
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	<p>(v) enforcement of any Security Interest over any assets of the Issuer or any other Obligor, or any analogous procedure or step is taken in any jurisdiction;</p> <p>(vi) making of a reference, inter alia, under section 272 of the Act in respect of the Issuer or other Obligors;</p> <p>(vii) a demand notice under the SARFAESI Act or any other Applicable Law has been issued to the Issuer or any other Obligor by any creditor;</p> <p>(viii) any application in relation to an insolvency resolution process under the IBC or any other similar legislation in respect of Issuer or Promoter or any other Obligor is filed by any 'financial creditor' (as defined under IBC);</p> <p>(ix) any application (voluntary or otherwise) in relation to an insolvency resolution process under the IBC or any other similar legislation in respect of the Issuer or any other Obligor is filed by any 'operational creditor' (as defined under IBC); or</p> <p>(x) any analogous procedure or step is taken in any jurisdiction.</p> <p>12. Judgments, creditors' process</p> <p>(xi) The Issuer or any Obligor fails to pay any sum, due from it or comply with any judgment or any order made or given by a court or tribunal or arbitrator.</p> <p>(xii) Any expropriation, attachment, sequestration, distress or execution affects any asset or assets of the Issuer or any other Obligor.</p> <p>13. Moratorium The Government of India or any Governmental Authority declares a general moratorium or "standstill" (or makes or passes any order or regulation having a similar effect) in respect of the payment or repayment of any Financial Indebtedness (whether in the nature of principal, interest or otherwise) (or any indebtedness which includes Financial Indebtedness) owed by Indian companies or other persons (and whether such declaration, order or regulation is of general application or applies to a class of persons which includes the Issuer or any other Obligor).</p> <p>14. Expropriation Any Governmental Authority or other authority (whether de jure or de facto) nationalises, compulsorily acquires, expropriates or seizes all or any part of the business or assets of the Issuer, or any other Obligor.</p> <p>15. Unlawfulness It is or becomes unlawful for the Issuer to perform any of its obligations under the Transaction Documents.</p> <p>16. Repudiation The Issuer repudiates a Transaction Document or evidences an intention to repudiate a Transaction Document.</p> <p>17. Material adverse effect</p>
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The Debenture Trustee determines that a Material Adverse Effect exists, has occurred or could be expected to occur.

#### 18. Creditrating

The Credit Rating Agency withdraws or suspends the rating of the Debentures or classifies the Issuer as 'Issuer not co-operating'.

#### 19. Failure to list the Debentures

The Issuer fails to list the Debentures with the Stock Exchange within 4 (four) calendar days from the Issue Closing Date or in accordance with the Securities and Exchange Board of India (Issue and Listing of Debt Securities) Regulations, 2008.

#### 20. Delisting of the Debentures

The listing of the Debentures ceases or is suspended at any time prior to the Final Redemption Date and the Issuer fails to relist the Debentures with the Stock Exchange within 2 (two) calendar days from such cessation or suspension.

#### 21. Security

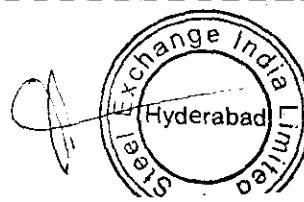
- (i) Any Transaction Document is not in full force and effect or any Transaction Document ceases to create in favour of the Debenture Trustee, the Security Interest which it is expressed to create with the ranking and priority it is expressed to have.
- (ii) The Security Interest for the Debentures is not created or perfected within the timelines set out in the Debenture Trust Deed.
- (iii) It becomes unlawful for the Issuer to hold or transfer any of the Secured Property.
- (iv) The Security Interest purported to be created under any Transaction Document is jeopardised or endangered in any manner whatsoever or any other obligations purported to be secured or guaranteed thereby or any part thereof is repudiated by or on behalf of the Issuer or any other Obligor.
- (v) The Obligor creates or attempts to create any Security Interest on the Secured Property or any part thereof without the prior written approval of the Debenture Trustee.

#### 22. Material Litigation

Any litigation, arbitration, investigative, regulatory, governmental or administrative proceeding is commenced, continuing, pending or threatened (in writing):

- (i) to restrain the Obligor's entry into, the exercise of their respective rights under, or compliance by them with any of their obligations under, the Transaction Documents; or
- (ii) which if, adversely determined, could have a Material Adverse Effect; or
- (iii) in relation to any Debenture or pursuant to any Transaction Document;

#### 23. Audit Qualifications



Any audit letter relating to any financial statements of the Issuer contains significant material reservations or qualifications and the Debenture Trustee determines that it has or is likely to have a Material Adverse Effect.

#### 24. Central Repository of Information on Large Credits

The Issuer or any corporate Obligor is reported as a 'Special Mention Account' to the Central Repository of Information on Large Credits (or any other agency appropriately authorised by the relevant other Governmental Authority in this regard) by any of their respective lenders.

#### 25. Environmental compliance

Any claim, suit or proceeding is filed against the Issuer or a judgement or order or direction of or by an administrator, regulator, court or tribunal is passed in relation to any administrative, regulatory or judicial action, suit or proceeding under or relating to any environmental law or asserting any environmental claim against the Issuer.

#### 26. Cessation of business

The Issuer or other Obligor suspends or ceases (or threatens in writing to suspend or cease) to carry on all or a material part of its business it carries on or proposes to carry on as at the date of the Debenture Trust Deed or ceases to own any of its assets.

#### 27. Authorisations

Failure by the Issuer or any other Obligor, as the case may be in obtaining any Authorisations necessary for the Issuer or such Obligor to carry on its business.

If any Authorisations necessary for any Obligor to carry on its business are modified, amended, revoked, refused, not renewed before its expiry, withheld or does not remain in full force and effect.

#### 28. No objection certificates/No dues certificates/Release of charge

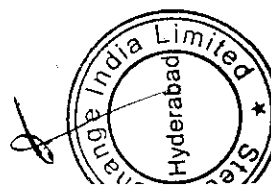
Failure by the Issuer to obtain the no dues certificates/ no objection certificates/certificates evidencing release of charge, from the Existing Lenders within a period of 15 days from the Deemed Date of Allotment.

#### 29. Mandatory Redemption

Failure to mandatorily redeem the Debentures on the Mandatory Redemption Dates up to an amount of at least the respective Mandatory Redemption Amount, pursuant to a Mandatory Redemption Event.

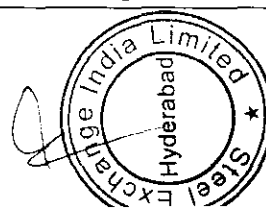
#### 30. Related Party Transactions

In the event the Issuer enters into any related party transactions without the prior approval of the Debenture Holders and/ or the Debenture Trustee.

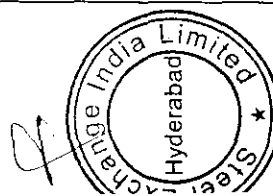




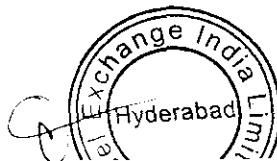
	<p>31. Failure to allot Equity Shares The Company fails to allot equity shares within a period of 45 (forty-five) days from the Deemed Date of Allotment corresponding to 5% (five per cent) of the post issue equity share capital of the Issuer.</p> <p>32. Change of Control Any change of control of the Issuer without the prior written consent of the Debenture Trustee and/ or Debenture Holders.</p>
<p>Consequences of Event of Default</p>	<p>(a) At any time after an Event of Default has occurred, the Debenture Trustee (acting in accordance with Relevant Instructions) shall have the right (but not the obligation) to declare an Event of Default by way of a written notice to the Issuer and exercise all or any of the following rights:</p> <ul style="list-style-type: none"> <li>(i) require the Issuer to immediately redeem in full all the Debentures then outstanding, at the Early Redemption Amount or, if the Final Redemption Date has elapsed, at the Final Redemption Amount together with, in each case, all other amounts, payable by the Issuer under the Transaction Documents and recall and/or accelerate the repayment of the Debt, including the Coupon and Additional Interest, together with all other amounts payable by the Issuer. The Issuer waives any right that it might have to further notice, presentment, demand or protest with respect to that demand for immediate payment.</li> <li>(ii) expropriate, attach, sequester, execute and/ or enforce any or all Encumbrances or Security Interest created under the terms of the Security Documents to secure the Debentures, under any Applicable Law;</li> <li>(iii) invoke and enforce any other security/credit comfort provided by any Obligor, including the Guarantees, Pledge Agreements, Mortgage Documents and/ or any third party security;</li> <li>(iv) utilise any amounts within the escrow accounts/ TRA Account, as the case may be, to repay the Debt;</li> <li>(v) enter upon and take possession of the assets of the Obligors in accordance with Applicable Law and the Security Documents, including but not limited to the proceedings under the SARFAESI Act, Recovery of Debts and Bankruptcy Act, 1993 before the competent Debt Recovery Tribunal, or under any other court of competent jurisdiction under any other law or any other recourse available to the Debenture Holders;</li> <li>(vi) initiate a proceeding against the Obligors under the IBC or any other Applicable Law;</li> <li>(vii) pursuant to invocation of security interests, transfer the assets of any Obligor including by way of lease or assignment or leave and license or sale;</li> <li>(viii) take any other action as the Debenture Holders may consider necessary or desirable, including transfer/ assignment/ novation of the Debentures, and/ or stipulation of any additional conditions;</li> <li>(ix) review the business and/ or management set-up and/ or</li> </ul>



	<p>organization of the Issuer by appointing any independent/ concurrent auditor/ consultants and require the Issuer to restructure it as may be considered necessary for the Debenture Holders, including formation of management committees with such powers and functions as may be considered suitable by the Debenture Holders;</p> <p>(x) disclose the name of the Obligors and the directors of the Obligors as defaulters to the RBI, CIBIL, any other credit information bureau or as may be required under Applicable Law. The Issuer acknowledges and also hereby provides its consent to the Debenture Holders, the Debenture Trustee, RBI, CIBIL, any credit information bureau or such other authority as may be required under Applicable Law, to publish its name, the name of the Obligors and the names of each of the directors as defaulters in such manner and through such medium as the Debenture Holders, Debenture Trustee, RBI, CIBIL, any credit information bureau or such other authority may in their sole and absolute discretion think fit;</p> <p>(xi) appoint/ change any personnel of the Issuer, including without limitation, the Promoters, and other key managerial personnel, subject to such Promoters being permitted to perform managerial/ organizational functions as may be mandated by Applicable Law; or</p> <p>(xii) such other rights as may be permitted by Applicable Law and/ or Transaction Documents.</p> <p>(b) For the avoidance of doubt, at any time after the occurrence of an Event of Default and subject to giving the notice as set out in paragraph (a) above, the Debenture Trustee shall be entitled to exercise all its rights and remedies available to it under Applicable Law, to enforce the rights contemplated under this Deed and the Transaction Documents, including the right to enforce any Security Interest without any notice and without assigning any reason and at the risk and expense of the Issuer and if necessary, as attorney for and in name of the Issuer.</p> <p>(c) The Debenture Holders may declare that the Security Interest created in favour of the Debenture Trustee is enforceable, and the Debenture Trustee (acting for and on behalf of the Debenture Holders) shall have the right to enforce the Security Interest under the Security Documents and sell, call in, collect, convert into money or otherwise deal with or dispose of the Security Interest or any part thereof on an instalment basis or otherwise and generally in such manner and upon such terms whatever as the Debenture Trustee may consider fit towards repayment of the Debt and redemption of the Debentures;</p> <p>(d) Take over the operation of the Issuer's business and may exercise its step-in/substitution rights under Applicable Law.</p>
<p>Creation of recovery expense fund (Details and purpose of the</p>	<p>The Issuer shall deposit cash/ cash equivalent/ bank guarantees amounting to an aggregate of 0.01% of the Issue Size i.e. INR 4 Lakhs, subject to a maximum of INR 25 Lakhs to the BSE, as a contribution of</p>



recovery expense fund)	<p>the recovery expense fund at the time of making the application for listing.</p> <p>The Issuer undertakes to inform the Debenture Trustee about the same. TherecoveryexpensefundmaybeutilizedbyDebentureTrustee after obtaining consent of the Debenture Holders, in the event of default by the Issuer in accordance with the SEBI Circular SEBI/HO/MIRSD/CRADT/CIR/P/2020/207 dated 22 October2020.</p>
Conditions for breach of covenants (as specified in Debenture Trust Deed)	The breach of any representation, warranty, undertaking or covenant or any term or condition, by the Issuer under the Transaction Documents shall be construed to be an event of default.
Provisions related to Cross Default Clause	<p>(i) Any Financial Indebtedness of the Issuer or other Obligors is notpaidwhenduenorwithinanyoriginallyapplicablegraceperiod.</p> <p>(ii) Any Financial Indebtedness of the Issuer or other Obligors is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default (however described).</p> <p>(iii) Any commitment for any Financial Indebtedness of the Issuer or other Obligors is cancelled or suspended by a creditor of the Issuer or other Obligors (as applicable) as a result of an event of default (howeverdescribed).</p> <p>(iv) AnycreditoroftheissuerorotherObligorsbecomesentitledto declare any Financial Indebtedness of the Issuer or other Obligors (as applicable) due and payable prior to its specified maturity as a resultof an event of default (howeverdescribed).</p> <p>(v) Any event of default (howsoever described) or other similar condition or event which with the lapse of time or giving of notice may become an event of default under one or more agreements or instruments relating to any Financial Indebtedness of the Issuer or other Obligors.</p>
Role and responsibilities of the Debenture Trustee	<p>The Issuer has appointed Vistra ITCL (India) Limited registered with SEBI, as Debenture Trustee for the benefit of Debenture Holders (hereinafter referred to as "<b>Debenture Trustee</b>"). The Debenture Trustee has given its consent to the Issuer for its appointment and has entered into a Debenture Trustee Appointment Agreement with the Issuer. The Issuer shall enter into a Debenture Trust Deed, <i>inter alia</i>, specifyingthetermsandconditionsoftheDebenturesandthepowers, authorities and obligations of the Issuer and the Debenture Trustee in respect of theDebentures.</p> <p>The Debenture Trustee shall oversee and monitor the overall transaction for and on behalf of the Debenture Holders in connection with the issue of Debentures and as detailed in the Transaction Documents</p>
Risk factors pertaining to the Issue	Please refer to <b>Annexure C</b>
Governing Law and Jurisdiction	The Debentures are governed by and shall be construed in accordance with the existing laws of India. Any dispute arising in respect thereof will be subject to the exclusive jurisdiction of the courts at Hyderabad,

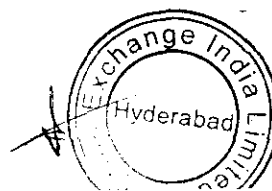


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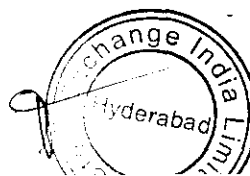
While the Debentures are secured to the tune of 100% of the principal and interest amount and as per the terms of Disclosure Document, in favour of Debenture Trustee, it is the duty of the Debenture Trustee to monitor that the security is maintained, however, the recovery of 100% of the amount shall depend on the market scenario prevalent at the time of enforcement of the security.

#### 4. ADDITIONAL DISCLOSURES

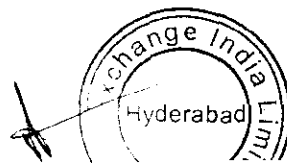
Particulars		Disclosures			
A	Details of Branches and Units	Please refer to <b>Annexure A</b> for major plant locations of the Company			
B	Brief particulars about the Management	Please refer to <b>Annexure B</b>			
C	Management's perception of risk factors	Please refer to <b>Annexure C</b>			
D	Details of default, if any, including therein the amount involved, duration of default and present status, in repayment of—				
i)	statutory dues;	<b>S. No.</b>	<b>Particulars of Dues</b>	<b>Due Amount as on 30.09.2020</b>	
		1	ESI	673,516	
		2	Professional Tax	178,950	
		3	Provident Fund	1,065,080	
		4	TDS & TCS	2,377,890	
		5	GST	190,526,368	
		6	Bonus	12,513,112	
		8	VAT and CST	4,478,200	
		7	Gratuity	18,464,030	
			<b>Total</b>	<b>230,277,146</b>	
ii)	debentures and interest thereon;	NIL			
iii)	deposits and interest thereon; and	NIL			
iv)	loan from any bank or financial institution and interest thereon.	<b>Lender's Name/ Name of Bank</b>	<b>Type of facility</b>	<b>Amount Sanctioned</b>	<b>Principal Amount Outstanding</b>
		State Bank of India	Working Capital (FB+NFB)	325.00	265.52



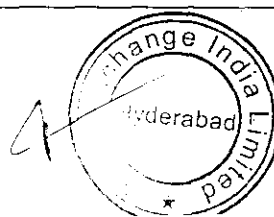
Particulars		Disclosures	
		State Bank of Bikaner	22.00 19.55
		State Bank of Hyderabad	30.00 23.93
		Punjab National Bank	51.00 39.09
		Bank of India	55.00 48.35
		Syndicate Bank	69.40 62.89
		Canara Bank	50.00 37.76
		IDBI Bank Limited	39.00 37.40
		Karur Vysya Bank Ltd	40.00 26.93
		Lakshmi Vilas Bank Ltd	45.00 10.29
		Dhanlaxmi Bank Ltd	20.00 18.40
		Andhra Bank	30.00 26.05
		<b>Total</b>	<b>776.40 616.16</b>
		State Bank of India	Term Loan-I 30.00 1.90
		State Bank Bikaner & Jaipur	15.00 1.01
		State Bank of Mysore	15.00 0.82
		State Bank of Travancore	20.00 1.10
		<b>Total</b>	<b>80.00 4.83</b>
		State Bank of India	Term Loan-II 50.00 35.48
		State Bank Bikaner & Jaipur	40.00 26.09
		State Bank of Hyderabad	50.00 36.30
		State Bank of Patiala	40.00 26.16
		Punjab National Bank	50.00 31.78
		<b>Total</b>	<b>230.00 155.81</b>
		State Bank of India	Corporate Loan II 14.00 4.80
			14.00 4.80
E	Details of default in annual filing of the Company, if any, under the Companies Act, 2013 and the rules made thereunder	NIL	
F	The change in control, if any, in the Company, that would occur consequent to the private placement	NA	
G	The number of persons to whom	Please refer to <b>Annexure D</b>	



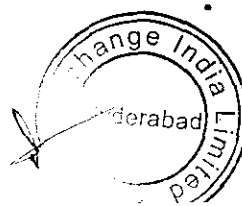
	Particulars	Disclosures
	allotment on preferential basis/private placement/rights issue has already been made during the year, in terms of number of securities as well as price	
H	Contribution being made by the promoters or directors either as part of the offer or separately in furtherance of such objects	NIL
I	The details of significant and material orders passed by the regulators, courts and tribunals impacting the going concern status of the Company and its future operations.	NIL
J	The pre-issue and post-issue shareholding pattern of the Company	<i>Please refer to Annexure E</i>
K	Any financial or other material interest of the directors, promoters or key managerial personnel in the offer/issue and the effect of such interest in	NIL



	Particulars	Disclosures
	so far as it is different from the interests of other persons.	
L	Details of any litigation or legal action pending or taken by any Ministry or Department of the Government or a statutory authority against any promoter of the Issuer during the last three years immediately preceding the year of the circulation of this Disclosure Document and any direction issued by such Ministry or Department or statutory authority upon conclusion of such litigation or legalaction.	NIL
M	Remuneration of directors (during the current year and last three financial years)	<i>Please refer to Annexure F</i>
N	Related party transactions entered during the last three financial years immediately preceding the year of circulation of	<i>Please refer to Annexure G</i>

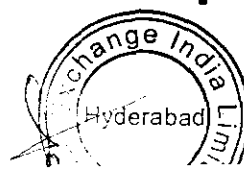


	Particulars	Disclosures
	this Disclosure Document including with regard to loans made or, guarantees given or securities provided.	
O	Summary of reservations or qualifications or adverse remarks of auditors in the last five financial years immediately preceding the year of circulation of this Disclosure Document and of their impact on the financial statements and financial position of the company and the corrective steps taken and proposed to be taken by the company for each of the said reservations or qualifications or adverse remark.	Attached as Annexure H
P	Details of any inquiry, inspections or investigations initiated or conducted under the Actor any previous company law in the last three years	NIL

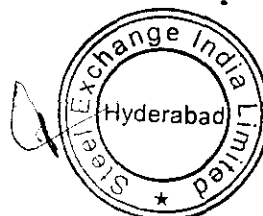




	Particulars	Disclosures	
	<p>immediately preceding the year of circulation of this Disclosure Document in the case of company and all of its subsidiaries. Also, if there were any prosecutions filed (whether pending or not) fines imposed, compounding of offences in the last three years immediately preceding the year of this Disclosure Document and if so, section-wise details thereof for the company and all of its subsidiaries.</p>		
Q	<p>Details of acts of material frauds committed against the company in the last three years, if any, and if so, the action taken by the company.</p>	None	
R	<p>The securities premium account before and after the issue</p>	<p>Before the issue of Debentures* After the issue of Debentures*</p>	<p>Rs. 89,78,23,960 Rs. 89,78,23,960</p>
		*as of 30 September 2020	
S	<p>Details of the existing share capital of the</p>	Please refer to Annexure H	



	Particulars	Disclosures
	<p>Issuer company in a tabular form, indicating therein with regard to each allotment, the date of allotment, the number of shares allotted, the face value of the shares allotted, the price and the form of consideration</p> <p>Number and price at which each of the allotments were made in the last one year preceding the date of this Disclosure Document separately indicating the allotments made for considerations other than cash and the details of the consideration in each case.</p>	<p><i>Please refer to Annexure H</i></p>
T	<p>Any change in accounting policies during the last three years and their effect on the profits and the reserves of the company.</p>	<p><i>Please refer to Annexure I</i></p>

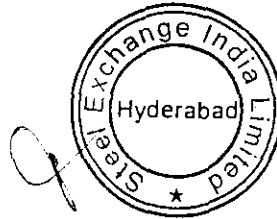


**5. DISCLOSURES PERTAINING TO WILFULDEFAULT**

Neither the Company nor any of its Promoters or Directors is a wilful defaulter or is in default of payment of interest or repayment of principal amount in respect of debt securities issued by it to the public, if any, for a period of more than six months.

**6. DUE DILIGENCE CERTIFICATE FROM THE DEBENTURETRUSTEE:**

Provided for in Annexure P



**DECLARATION BY THE ISSUER**

- The Issuer hereby declares that this Disclosure Document contains full disclosure in accordance with SEBI ILDS Regulations, the Companies Act and the Operational Guidelines.
- The Issuer also confirms that this Disclosure Document does not omit disclosure of any material fact which may make the statements made therein, in the light of the circumstances under which they are made, misleading. The Disclosure Document also does not contain any false or misleading statement. The Issuer accepts no responsibility for the statements made otherwise than in this Disclosure Document or in any other material issued by or at the instance of the Issuer and that anyone placing reliance on any other source of information would be doing so at his own risk.
- The Issuer declares that all the relevant provisions of the relevant regulations or guidelines issued by SEBI and other Applicable Laws have been complied with and no statement made in this Disclosure Document is contrary to the provisions of the regulations or guidelines issued by SEBI and other Applicable Law, as the case maybe.

Signed By: Raveendra Babu M For Steel Exchange India Limited

*Raveendra Babu M*

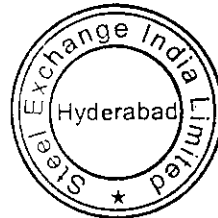
Name: Raveendra Babu

Company Secretary

Designation: Company Secretary

Date: 27.01.2021

Place: Hyderabad



**ANNEXURE A**  
**MAJOR FACTORY LOCATIONS OF THE COMPANY**

**Power Plant & Steel Ingot Division:**

Opp: Mandapalli New Bridge, Kothapeta (V & M) - 533 223 East Godavari (Dt).

**Rolling Division:**

Simhadri TMT Steels, Plot No 1, I.D.A., Edulapaka Bonangi, Paravada (Mandal), VSP (Dt) - 531 201.

**Wire Drawing Division (HC Wire Products):**

Plot No.17 & 18, E-Block, IDA, Auto Nagar, Vizag - 530 012

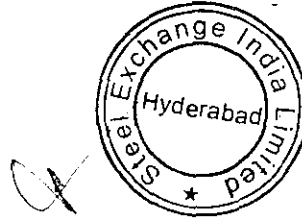
**Bobbili Wire Drawing Division (Galvanising Wire Products):**

S. No. 295 to 300, APIIC Growth Centre, Bobbili- 535 558

**Integrated Steel Plant (ISP)-Sponge Iron Division, Rolling Division, SMS Billet Unit and 60MW**

**Power Plant:**

Malliveedu, L. Kota Mandal, Vizianagaram District - 533 301.



**ANNEXURE B**  
**BRIEF PARTICULARS OF THE MANAGEMENT OF THE COMPANY**

**I. DIRECTORS:**

**A) Brief background of the promoters & board of directors of the Company:**

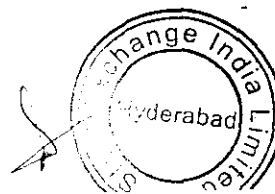
- **Mr. Bandi Satish Kumar**, Chairman-cum-Managing Director of Steel Exchange India Limited. He is a graduate and Mechanical Engineer from REC, Kurukshetra and MBA from Queensland, Australia. Held key positions in manufacturing industry (Allwyn Hyderabad-White & Engineering Goods), Oilrig & Transport business, Logistics and value chain management. His expertise is in Change management, Negotiations, Strategic leadership, Project planning & implementation, ERP solutions and International Business Development in software industry.

**Mr Bandi Ramesh Kumar**, Joint Managing Director & Chief Financial Officer (CFO) of Steel Exchange India Limited. He has done his graduation in Electrical Engineering from NITK-Suratkal in 1984. He has worked with Bhadrachalam Paper boards (ITC Group company), Vizag Steel Plant (RINL) at Visakhapatnam in various capacities like Maintenance, Materials management, Marketing and Financial Systems. He is now heading the Operations of the Company, E-commerce Software development, Corporate & Sales accounting and overseeing the Purchases including Raw materials.

- **Mr Bandi Suresh Kumar**, Joint Managing Director of Steel Exchange India Ltd and Managing Director of Vizag Profiles Private Limited. He is a graduate in mechanical engineering from Pusad, Amaravati University. He worked in Siripur Paper Mills Ltd. He played a major role in development and sustaining service related industries through innovative strategies, dealer network and relationship management. He looks after the commercial aspects of business, sales, employee's welfare, public relations and social responsibilities.
- **Mr Veeramachaneni Venkata Krishna Rao**, Director of Steel Exchange India Limited and Vizag Profiles Private Limited. He is an MA from Andhra University. He has worked with AP Scooters for 15yrs, before becoming Partner at M/s. GSN Murthy & Co. and M/s. Anand Transport & Co. after which he joined Vizag Profiles Group. He has vast experience in Steel marketing, logistics and monitoring, stock yard handling. He looks after BIS Certifications, JPC accreditations and publications, testing of products in reputed laboratories, Vendor Registration and approval by major clients.
- **Mr Bavineni Suresh**, Director of Steel Exchange India Limited & Vizag Profiles Private Limited. He is a Mechanical Engineer from Nagarjuna University and MBA from Andhra University. Prior to joining SEIL, he has worked with NCL Seccolar Ltd. And Coromandel Paints and Chemicals Ltd. and was also Partner at M/s. GSN Murthy & Co. and M/s. Anand Transport & Co.

**II. KEY MANAGERIAL PERSONNEL:**

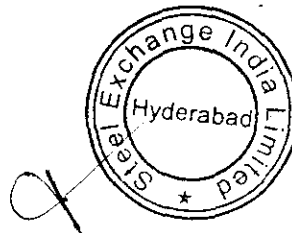
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**Mr. Raveendra Babu Mannem**, Company Secretary & Compliance Officer of Steel Exchange India Limited. He is a qualified Company Secretary from ICSI with MNo A34409 and associated with the company since 2012.



## ANNEXURE C

## MANAGEMENT'S PERCEPTION OF RISK FACTORS RELATING TO THE DEBENTURES

*The following is a description of material risk factors, the occurrence or continuation of any of which could have a material adverse effect on the Company's business, financial condition or results of operations.*

**COVID-19:** In December 2019, the COVID-19 disease, commonly known as "coronavirus", was first reported in Wuhan, China. In January 2020, the World Health Organization declared the COVID-19 outbreak a "Public Health Emergency of International Concern" and on March 11, 2020 it was declared a pandemic. Between January 2020 and the date of this Offering Memorandum, the COVID-19 disease has spread from China to many other countries, with the number of reported cases and related deaths increasing daily and, in many countries, exponentially.

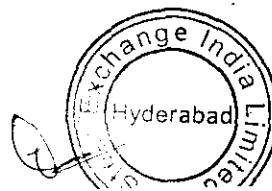
Several countries' governments and numerous companies have imposed increasingly stringent restrictions to help avoid, or slow down, the spreading of COVID-19, restrictions on international and local travel, public gatherings and participation in meetings, as well as closures of universities, schools, stores and restaurants, with some countries imposing strict curfews. In India, the Government announced a 21-day country-wide lockdown starting on March 25, 2020 and there can be no assurance that this lockdown will not be extended further on one or more occasions either locations specific or country-wide.

The Company continues to monitor developments closely as the COVID-19 pandemic develops. The impact of the COVID-19 pandemic on the Company's business will depend on a range of factors which the Company's is not able to accurately predict, including the duration and scope of the pandemic, the geographies impacted, the impact of the pandemic on economic activity in India and globally, and the nature and severity of measures adopted by governments. These factors include, but are not limited to:

- The deterioration of socio-economic conditions and disruptions to the Company's operations, such as its supply chain, or manufacturing or distribution capabilities, which may result in increased costs due to the need for more complex supply chain arrangements, to expand existing facilities or to maintain inefficient facilities, or in a reduction of the Company's sales volumes.
- Reductions or volatility in consumer demand for the Company's products due to quarantine or other travel restrictions, economic hardship, retail closures or illness, which may impact the Company's market share.
- Significant volatility in financial markets (including exchange rate volatility) and measures adopted by governments and central banks that further restrict liquidity, which may limit the Company's access to funds, lead to shortages of cash.

As of the date of this document, there is significant uncertainty relating to the severity of the near- and long-term adverse impact of the COVID-19 pandemic on the global economy, global financial markets and the Indian economy, and the Company's is unable to accurately predict the near-term or long-term impact of the COVID-19 pandemic on its business.

The Global finished steel market in 2020 is set to be weighed down by continuation of last year's weaker end-consumption rates co-occurring with outbreak of COVID-19. Global steel consumption y-o-y growth for 2020 has been revised down to 1.1% from initial forecasts of 1.7% while China's steel





consumption is expected to stay flat. These downward revisions are largely due to negative impact of COVID-19 along with weak downstream activities in construction and manufacturing sectors. Meanwhile, disruption of supply chains has been the most significant in automotive industry as many countries rely on imported automotive parts from China and a large number of automotive factories are located within China. Traditionally, slower growth in steel consumption has a negative impact on steel prices and this trend will continue in 2020. The steel industry's net leverage and interest coverage are likely to deteriorate in FY20 due to compressed EBITDA margins, due to a drop in net realizations in the face of a demand slowdown and increase in raw material prices. India's steel exports are likely to decline in the next fiscal year due to higher domestic demand from automotive and infrastructure companies. The auto sector has seen one of the worst periods in the last 9 months. Better demands from auto and infra companies are expected in FY22 on a low FY20 base. Government's spending on infrastructure will help boost the demand further in later half of 2021 and thereafter once COVID-19 crisis will be over.

Rising steel and iron ore prices could still help India to become a net exporter. The growth trajectory of the steel industry has its own set of challenges/ concerns. Presently the biggest concern is with environment which is gradually taking center stage in India. The steel industry is energy intensive and is the second biggest consumer of energy globally. This leads to a higher carbon footprint and also affects the environment. Energy-efficient methods will be the focal point for production of steel. In spite of lowering down of policy repo rate by RBI 5 times and by 135 basis points in 2019 alone, cost of capital in India still remains significantly high and Indian steelmakers continue to face a relative disadvantage vis-à-vis their competitors from the developed world. For most Indian steel makers managing logistics requirements in time is really challenging and costly affair. However, Government of India has announced National Infrastructure Pipeline ('NIP') projects / initiatives for 2019-2025 in December 2019 especially for the transportation & logistics sector covering Roads, Railways, Ports and Airports. Achievement of NIP target will likely bring down the transportation and logistics cost in the future.

#### **Risks relating to the Debentures/ Issue**

##### **The Debentures may not be a suitable investment for all purchasers.**

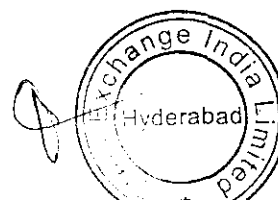
Potential investors should ensure that they understand the nature of the Debentures and the extent of their exposure to risk, that they have sufficient knowledge, experience and access to professional advisers to make their own legal, tax, accounting and financial evaluation of the merits and risks of investment in the Debentures and that they consider the suitability of the Debentures as an investment in the light of their own circumstances and financial condition.

##### **Any downgrading in credit rating of the Debentures may affect the value of the Debentures.**

The Debentures proposed to be issued pursuant to this Disclosure Document have been rated "BWR D" by Brickwork Ratings India Private Limited. The Issuer cannot guarantee that the ratings of the Debentures will not be downgraded. A downgrade in the credit ratings may lower the value of the Debentures.

##### **The right of the holders of the Debentures to receive payments under the Debentures will be junior to certain tax and other liabilities preferred by law in case of an insolvency of the Issuer.**

The Debentures will be subordinated to certain liabilities preferred by law such as claims of the Government of India on account of taxes and certain liabilities incurred in the ordinary course of the Issuer's business (including workmen's dues). Upon an order for winding-up or liquidation in India,



the assets of a company are vested in a liquidator who has wide powers to liquidate such company, sell its assets and distribute the net sale proceeds (after meeting liquidator's expenses) in accordance with the provisions of the applicable laws.

**Uncertain trading market**

The Issuer intends to list the Debentures on the WDM segment of BSE or such other recognised stock exchange that the Issuer may deem fit after giving prior notice to the Debenture Trustee. The Issuer cannot provide any guarantee that the Debentures will be frequently traded on the BSE and that there would be an active market for secondary trade in the Debentures.

**You may not be able to recover, on a timely basis or at all, full value of the outstanding amounts of and/ or the interest accrued on the Debentures.**

The Issuer's ability to pay interest accrued on the Debentures and/ or the outstanding principal amount of the Debentures would be subject to various factors, including its financial condition, profitability and the general economic conditions in India. The Issuer cannot assure you that it would be able to repay the outstanding principal amount of the Debentures or the interest accrued thereon in a timely manner or at all.

**Delays in court proceedings in India.**

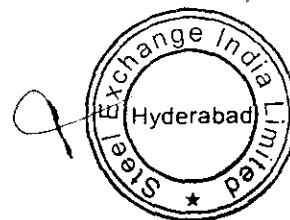
If any dispute arises between the Issuer and any other party, the Issuer or such other party may need to take recourse to judicial proceedings before courts in India. It is not unusual for court proceedings in India to continue for extended periods. Disposition of cases may be further subject to various delays including multiple levels of appellate adjudication.

**Potential investors of the Debentures should be aware that they may be required to pay taxes in accordance with the laws and practices of India.**

Payment of any amount due in respect of the Debentures may be subject to taxes. Potential investors who are in any doubt as to their tax position should consult their own independent tax advisers. In addition, potential investors should be aware that tax regulations and their application by the relevant taxation authorities may change from time to time. Accordingly, it is not possible to predict the precise tax treatment which will apply at any given time.

**The Issuer is not required to maintain a Debenture Redemption Reserve ("DRR")**

Pursuant to a notification dated August 16, 2019 issued by Ministry of Corporate Affairs, Govt. of India, amending Section 71 of the Companies Act, 2013 and Rule 18 (7) of the Companies (Share Capital and Debentures) Rules, 2014, the Issuer is not required to maintain DRR for the Debentures as they are issued through a private placement. Hence, investors shall not have the benefit of reserve funds to cover the repayment of the principal and payment of interest on the Debentures.

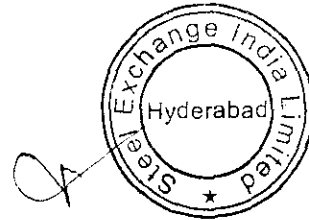


ANNEXURE O

THE NUMBER OF PERSONS TO WHOM ON A PREFERENTIAL BASIS / PRIVATE PLACEMENT / RIGHTS ISSUE HAS ALREADY BEEN MADE DURING THE YEAR, IN TERMS OF THE NUMBER OF SECURITIES AS WELL AS THE PRICE

Company has not issued any type of Securities During the Year.

Sl. No.	Nature of Security	Series	Number of Allottees	No. of securities Issued	Face Value per security (Rs. in Lakhs)	Issue Price per security (Rs. in Lakhs)
NA	NA	NA	NA	NA	NA	NA

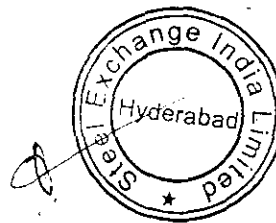


## ANNEXURE E

## PRE-ISSUE AND POST-ISSUE SHAREHOLDING PATTERN OF THE COMPANY

There is no change in Capital of the Company as we are issuing NCDs,

Sl. No	Category	Pre Issue		Post Issue	
		No of shares held	% of Shareholding	No of shares held	% of Shareholding
<b>A</b>	<b>Promoter and Promoter Group Holding</b>				
1	Indian				
	Individual	9392298	12.36	9392298	12.36
	Bodies corporate	26552765	34.94	26552765	34.94
	Trusts	-	-	-	-
	<b>Sub-total</b>	<b>35945063</b>	<b>47.30</b>	<b>35945063</b>	<b>47.30</b>
2	Foreign promoters	211504	0.28	211504	0.28
	<b>Sub-total (A)</b>	<b>36156567</b>	<b>47.58</b>	<b>36156567</b>	<b>47.58</b>
<b>B</b>	<b>Non-promoters' holding</b>				
1	Institutional Investors	-	-	-	-
2	Non-institutional investors	-	-	-	-
	Private Corporate bodies	14434602	19.00	14434602	19.00
	Directors and relatives *	-	-	-	-
	Indian public	25041218	32.96	25041218	32.96
	Others (including non-resident Indians) #	352425	0.46	352425	0.46
	<b>Sub-total (B)</b>	<b>40180670</b>	<b>52.42</b>	<b>40180670</b>	<b>52.42</b>
	<b>GRAND TOTAL (A+B)</b>	<b>75984812</b>	<b>100.00</b>	<b>75984812</b>	<b>100.00</b>



**ANNEXURE F**  
**REMUNERATION OF DIRECTORS DURING THE CURRENT YEAR AND THE LAST THREE FINANCIAL YEARS**

**Remuneration to Executive Directors:**

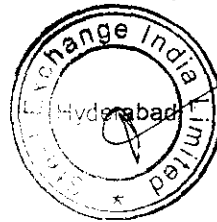
(Amount in Rs.)

Name of Director	FY 2019-20*	FY 2018-19**	FY 2017-18**	FY 2016-17**
1. B SATISHKUMR	67,09,485	67,41,682	67,59,843	66,29,265
2. B RAMESHKUMAR	60,00,000	60,00,000	18,00,000	60,00,000
3. B SURESHKUMAR	60,00,000	60,00,000	60,00,000	60,00,000

**Remuneration to Non-Executive Directors (in nature of sitting fees and commission):**

(Amount in Rs.)

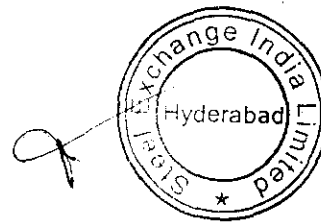
Name of Director	FY 2019-20 Year	FY 2018-19	FY 2017-18	FY 2016-17
1. R RAMACHANDRA RAO	60,000	60,000	60,000	50,000
2. K KRISHNA RAO	1,10,000	80,000	60,000	70,000
3. C SIVA PRASAD	90,000	80,000	50,000	70,000
4. G VENKATANARAYANA REDDY	80,000	40,000	60,000	70,000
5. SUJATA CHATTOPADHYAY	90,000	1,20,000	80,000	50,000



**ANNEXURE G**  
**RELATED PARTY TRANSACTION ENTERED DURING THE LAST THREE FINANCIAL YEARS**  
**IMMEDIATELY PRECEDING THE YEAR OF ISSUE OF THIS DISCLOSURE DOCUMENT INCLUDING WITH**  
**REGARD TO LOANS MADE OR, GUARANTEES GIVEN OR SECURITY PROVIDED**

(Amount in Crs.)

Sl.No.	Transactions with enterprise over which key management personnel/ their relatives exercise significant influence	Apr-20 to Sep-20	2019-20	2018-19	2017-8
<b>1.</b>	<b>M/s. Vizag Profiles Pvt Ltd</b>				
	a) Sales	1.41	1.50	7.80	2.61
	b) Purchases	0.01	7.57	Nil	6.88
	c) Services	0.54	10.66	14.15	13.37
	d) Lease Rent	0.46	0.99	0.99	0.99
<b>2.</b>	<b>M/s. SAWP Steel Limited</b>				
	a) Sales	60.52	69.68	319.51	130.81
	b) Purchases	1.09	2.49	139.35	67.06
	c) Lease Rent	0.03	0.07	Nil	Nil
<b>3.</b>	<b>Amount due from/ (due to) related parties at the year/ period end</b>				
	M/s. Vizag Profiles Pvt Ltd	(55.82)	(11.65)	(30.86)	(50.12)
	M/s. SAWP Steel Ltd	(6.35)	(3.92)	(27.14)	7.99
	M/s. UMA Shiv Garments Pvt Ltd	Nil	Nil	(3.65)	(3.66)
	M/s. SEIL (HONG KONG) LTD	0.02	0.02	0.02	0.02

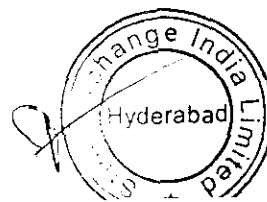


**ANNEXURE H**  
**DETAILS OF EXISTING SHARE CAPITAL OF THE COMPANY**

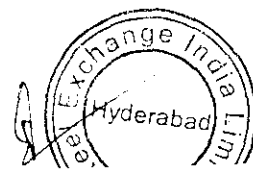
**Equity Share Capital (Paid in Capital) history as on last quarter end 30 September 2020 Details of**

**Capital evolution:**

Date of Issue	Face Value	No. of shares issued	Issue Price (Rs.)	Consideration	Type of Issue	Cumulative capital (No of shares)	Cumulative Equity Share Capital (Rs.)	Cumulative Equity Share Premium (in Rs.)	Remarks if any
24.02.1999	10	198	10	Cash	Subscribers to Memorandum	198	1980	0	
27.12.1999	10	402500	10	Cash	Preferential Allotment - Issued to Promoters/ Friends/ Relatives	402698	4026980	0	
12.01.2000	10	400	10	Cash	Preferential Allotment - Issued to Promoters/ Friends/ Relatives	403098	4030980	0	
31.03.2000	10	2473502	10	Cash	Preferential Allotment - Issued to Promoters/ Friends/ Relatives	2876600	28766000	0	
28.04.2000	10	2743400	10	Cash	Preferential Allotment - Issued to Promoters/ Friends/ Relatives	5620000	56200000	0	
27.07.2000	10	250000	10	Cash	Initial Public Offer - Issued to Promoters	5870000	58700000	0	
27.07.2000	10	300000	10	Cash	Initial Public Offer - Issued to APIDC	6170000	61700000	0	
27.07.2000	10	2060000	10	Cash	Initial Public Offer - Issued to Public	8230000	82300000	0	

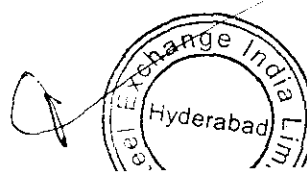


02.09.2004	10	6002160	NA	Cash	Shares issued to shareholders of Simhadri Steels Private Limited pursuant to Scheme of Amalgamation	14232160	142321600	0	
11.12.2006	10	803750	25	Cash	Preferential Allotment - Conversion Share warrants into equity shares allotted through preferential allotment to Promoters and Others.	15035910	150359100	12056250	
03.12.2007	10	4000000	NA	Other than Cash	Shares issued to shareholders of Vizag Profiles Limited pursuant to Scheme of Arrangement	19035910	190359100	12056250	
31.03.2008	10	1000000	126	Cash	Preferential Allotment - Conversion Share warrants into equity shares which were allotted through preferential allotment to Promoters	20035910	200359100	128056250	
27.03.2009	10	12875000	29	Cash	Preferential Allotment - equity shares allotted through preferential allotment to	32910910	329109100	372681250	





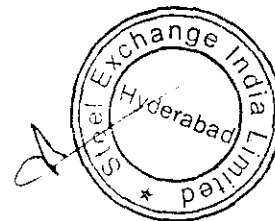
					Promoters and Others				
21.12.2009	10	2900000	35	Cash	Preferential Allotment - equity shares allotted through preferential allotment to Others	35810910	358109100	445181250	
23.12.2009	10	3489090	29	Cash	Preferential Allotment - Conversion Share warrants into equity shares which were allotted through preferential allotment to Promoters	39300000	393000000	511473960	
23.07.2010	10	3550000	37	Cash	Preferential Allotment - equity shares allotted through preferential allotment to Promoters	42850000	428500000	607323960	
08.04.2011	10	4000000	38	Cash	Preferential Allotment - Conversion Share warrants into equity shares which were allotted through preferential allotment to Promoters	46850000	468500000	719323960	
02.04.2012	10	5100000	45	Cash	Preferential Allotment - equity shares allotted through preferential allotment to Promoters	51950000	519500000	897823960	



	10			Other than Cash	Shares issued to shareholders of GSAL (India) Limited pursuant to Scheme of Merger as per BIFR Order			897823960	
09.05.2015		59,82,720	NA			57932720	579327200		
26.01.2016	10	18052092		Other Than Cash	Shares issued to Erstwhile shareholders of Simhadri Power Limited pursuant to Scheme of Merger as per Hon'ble High Court Order			897823960	
			NA			75984812	759848120		
<b>TOTAL</b>		<b>7,59,84,812</b>							

**Preference Share Capital (Paid-up capital) history (last five years) as on last quarter end 30 September 2020**

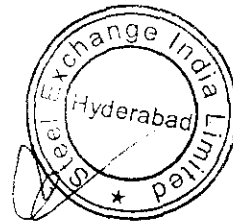
Date of Allotment	Number of Preference Shares	Face Value (Rs.)	Issue Price (Rs.)	Consideration (Cash, other than cash, etc)	Nature of Allotment	Cumulative			Remarks
						Number of Preference Shares	Preference Share Capital (Rs.)	Preference Share Premium (in Rs.)	



26.01.2016	18052092	10	10	Other than Cash	Shares issued to Vizag Profiles Private Limited, Erstwhile shareholder of Simhadri Power Limited pursuant to Scheme of Merger as per Hon'ble High Court Order	18052092	180520920	Nil	-
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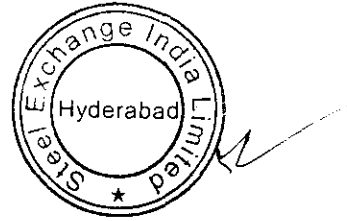
Share allotment details in the last 3 years: Nil

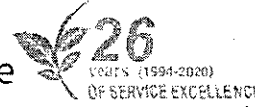
Date of Allotment	Type of Security	No. of Shares	Face Value (Rs.)	Issue Price (Rs.)	Consideration (Cash)	Nature of Allotment	Remarks
NA	NA	NA	NA	NA	NA	NA	NA



**ANNEXURE I**  
**CHANGE IN ACCOUNTING POLICIES DURING THE LAST THREE YEARS AND EFFECT ON THE PROFITS AND THE RESERVES OF THE COMPANY**

There has been no change in the accounting policies of the Company in last 3 (three) years.



ANNEXURE J  
CONSENT LETTER FROM THE REGISTRAR TO THE ISSUEVenture Capital and Corporate  
Investments Private Limited

CIN : U65993TG1986PTC006936

17<sup>th</sup> December, 2020

To,  
The Managing Director  
Steel Exchange India Limited  
303, Laxmi Nivas Apts,  
Opp Hotel Green Park, Greenlands  
Hyderabad, TG, India, 500073

Dear Sir/Madam,

Subject: Details of registration with Securities and Exchange Board of India ("SEBI")

The details of our registration as the Registrar to an Issue and Share Transfer Agent with SEBI are as below:


S. No.	Particulars	Details/Information
1.	Name of the RTA	VENTURE CAPITAL AND CORPORATE INVESTMENTS PRIVATE LIMITED
2.	Registration No.	INR000001203
3.	Date of Registration/Renewal of Registration	01.06.1994
4.	Date of expiry of registration	Permanent Registration
5.	If applied for renewal	Not Applicable
6.	Any communication from SEBI prohibiting from acting as Lead Manager	No
7.	Any enquiry/investigation being conducted by SEBI	No
8.	Period up to which Registration/ Renewal Fees has been applied	31.05.2023

Kindly take the same on records.

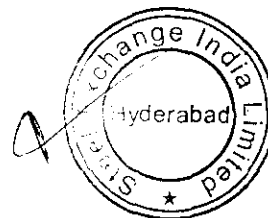
Thanking you.

Yours Sincerely,

for Venture Capital and Corporate Investments Private Limited

  
**ESK Prasad**  
 Chief Executive

Regd. Office : 12-10-167, Bharat Nagar, Hyderabad - 500 018.  
 Phones : 23818475 / 23818476 / 23868023, Fax : 040-23868024, E-mail : info@vccipl.com, Website : www.vccipl.com



17<sup>th</sup> December, 2020

To,  
The Managing Director  
Steel Exchange India Limited  
303, Laxmi Nivas Apts,  
Opp Hotel Green Park, Greenlands  
Hyderabad, TG, India, 500073

**Dear Sir/Madam,**

Subject: Consent to act as Registrar for the Proposed NCD's Issue.

With reference to the above, we hereby give consent to act as a Registrar for the proposed NCD's Issue through Private Placement of M/s. Steel Exchange India Limited.

We also give our consent to include our name in the offer document/Escrow Agreement.

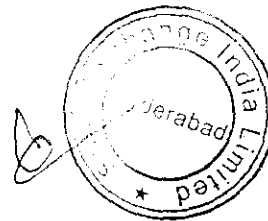
Thanking you.

Yours Sincerely,  
for **Venture Capital and Corporate Investments Private Limited**

  
**ESK Prasad**  
**Chief Executive**

---

Regd. Office : 12-10-167, Bharat Nagar, Hyderabad - 500 018.  
Phones : 23818475 / 23818476 / 23868023, Fax : 040-23868024, E-mail : info@vccipl.com, Website : www.vccipl.com



ANNEXURE K  
CONSENT LETTER FROM THE DEBENTURE TRUSTEE

December 28, 2020

**STEEL EXCHANGE INDIA LIMITED ("Company")**  
Block-A, Green City, Near Apparel Export Park,  
Vadlapudi Post, Visakhapatnam – 530046,  
Andhra Pradesh, India

Sub: Consent to act as Debenture Trustee for the proposed to issue on private placement basis, up to 3828 (Three Thousand Eight Hundred Twenty Eight) listed, rated, secured, redeemable, non-convertible debentures of face value of INR 10,00,000 (Indian Rupees Ten Lakh Only) ("Debentures") aggregating up to INR 382,80 00,000 (Indian Rupees Three Hundred Eighty Two Crores Eighty Lacs Only) ("Debenture Amount"), by Company

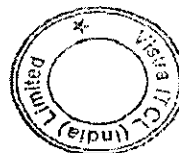
Dear Sir,

This is with reference to our discussion regarding appointment of Vistra ITCL India Limited for proposed to issue on private placement basis, up to 3828 (Three Thousand Eight Hundred Twenty Eight) listed, rated, secured, redeemable, non-convertible debentures of face value of INR 10,00,000 (Indian Rupees Ten Lakh Only) ("Debentures") aggregating up to INR 382,80 00,000 (Indian Rupees Three Hundred Eighty Two Crores Eighty Lacs Only) ("Debenture Amount"), by Company. In this regards, we do hereby give our consent to act as the Debenture Trustee subject to the Company agreeing to the following conditions.

1. The Company agrees and undertakes that it shall provide an undertaking in the Offer Document that the assets on which charge is created for securing the Debentures, are free from encumbrances and if such assets are already charged to secure debt, the permissions or consent to create a *pari passu* charge on such assets of the Company has been obtained from the existing trustees/lenders as defined under the Debenture Trustee Appointment Agreement dated December 28, 2020 for the above referred issue. The said security shall be created within 30 days on such terms and conditions as disclosed in the Debenture Trustee Appointment Agreement and execute necessary documents as agreed upon by the Company under the Debenture Trustee Agreement
2. The Company shall pay Debenture Trustee so long as they hold the office of the Debenture Trustee, remuneration as stated in appointment letter dated December 10, 2020 for the services as Debenture Trustee in addition to all legal, travelling and other costs, charges and expenses which the Debenture Trustee or their officers, employees or agents may incur in relation to execution of the Debenture Trust Deed and all other documents affecting the Security till the monies in respect of the Debentures have been fully paid-off and the requisite formalities for satisfaction of charge in all respects, have been complied with
3. The Company shall comply with the provisions of SEBI (Debenture Trustees) Regulations, 1993, SEBI (Issue and Listing of Debt Securities) Regulations, 2008, SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, the Companies Act, 2013 and other applicable provisions as amended from time to time and agrees to furnish to Trustee such information in terms of the same on regular basis

Sincerely,  
For Vistra ITCL (India) Limited

  
Authorized Signatory

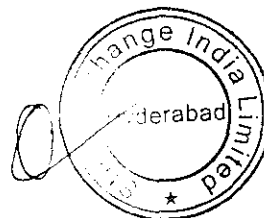


Registered office:  
The IL&FS Financial Centre,  
Plot C- 22, G Block, 7th Floor  
Bandra Kurla Complex, Bandra (East),  
Mumbai 400045

Tel +91 22 2659 3535  
Fax: +912226533297  
Email: mumbai@vistra.com  
www.vistraitcl.com

Vistra ITCL (India) Limited

Corporate Identity Number (CIN): I58720141100601006507



**ANNEXURE L**  
**RATING LETTER FROM BRICKWORK RATINGS INDIA PVT. LTD. (BWR),**



**Brickwork Ratings India Pvt. Ltd.**

Ground floor, Building No - S 14, Solitaire  
Corporate Park, Guru Hargovindji Marg,  
Chakala, Andheri (East), Mumbai - 400 093  
P: +91 22 2831 1426/39 | F: +91 22 2838 9144

BWR/NCD/MUM/CRC/BP/0489/2020-21

28<sup>th</sup> December, 2020

To,  
Mr. B Satish Kumar  
Managing Director  
Steel Exchange India Limited  
Flat No.303, My Home Laxminivas Apartments,  
Greenlands, Ameerpet,  
Hyderabad-500016  
Contact No- 9848160501

**Sub: Initial Rating for the proposed Non-Convertible Debenture (NCD) issue up to Rs. 400 Crs (INR Four Hundred Crores Only) by Steel Exchange India Limited.**

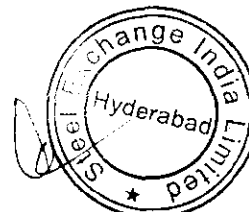
Thank you for giving us an opportunity to undertake rating of proposed NCD issue of Rs. 400 Crs of **Steel Exchange India Limited**. Based on the indicative term sheet of the NCD shared with us, information and clarifications provided by your company, as well as information available in public sources, we are pleased to inform you that Brickwork Ratings has assigned the rating for the proposed NCD issue as per table below:

Instrument Type	Tenor	Amount (Rs. Cr)	Rating*
Proposed NCD	Long Term	400.00	BWR D Assigned
<b>Total</b>		<b>400.00</b>	<b>(INR Four Hundred Crores Only)</b>

\*Please refer to BWR website [www.brickworkratings.com](http://www.brickworkratings.com) for definition of the ratings.

The Rating is subject to completion and submission of Executed transaction documents that include the terms in line with the indicative term sheet provided by the company to Brickwork Ratings

The Rating is valid for one year from the date of this letter and subject to the terms and conditions that were agreed in your mandate dated 15-Dec-2020 and other correspondence, if any and Brickwork Ratings standard disclaimer.







**Steel Exchange India Limited**

Brickwork Ratings would conduct surveillance every year till maturity/redemption of the instrument. Please note that you are required to keep us informed of any information/development that may affect your Company's finances/performance without any delay. You are required to submit information periodically as per Annexure I for the purpose of surveillance/review. **You are also requested to submit the No default statement on monthly basis.**

Please acknowledge the receipt of this letter.

Best Regards,

**Bal Krishna Piparaiya**  
Senior Director-Ratings

*Note: In case of all accepted Ratings, respective Rating Rationale is published on Brickwork Ratings website. Interested persons are well advised to refer to our website [www.brickworkratings.com](http://www.brickworkratings.com). If they are unable to view the rationale, they are requested to inform us on [brickworkhelp@brickworkratings.com](mailto:brickworkhelp@brickworkratings.com)*

**Disclaimer:** Brickwork Ratings India Pvt. Ltd. (BWR), a Securities and Exchange Board of India (SEBI) registered Credit Rating Agency and accredited by the Reserve Bank of India (RBI), offers credit ratings of Bank Loan facilities, Non-convertible / convertible / partially convertible debentures and other capital market instruments and bonds, Commercial Paper, perpetual bonds, asset-backed and mortgage-backed securities, partial guarantees and other structured / credit enhanced debt instruments, Security Receipts, Securitization Products, Municipal Bonds, etc. [hereafter referred to as "Instruments"]. BWR also rates NGOs, Educational Institutions, Hospitals, Real Estate Developers, Urban Local Bodies and Municipal Corporations.

BWR wishes to inform all persons who may come across Rating Rationales and Rating Reports provided by BWR that the ratings assigned by BWR are based on information obtained from the issuer of the instrument and other reliable sources, which in BWR's best judgement are considered reliable. The Rating Rationales / Rating Report & other rating communications are intended for the jurisdiction of India only. The reports should not be the sole or primary basis for any investment decision within the meaning of any law or regulation (including the laws and regulations applicable in Europe and also the USA).

BWR also wishes to inform that access or use of the said documents does not create a client relationship between the user and BWR.

The ratings assigned by BWR are only an expression of BWR's opinion on the entity / instrument and should not in any manner be construed as being a recommendation to either, purchase, hold or sell the instrument.

BWR also wishes to abundantly clarify that these ratings are not to be considered as an investment advice in any jurisdiction nor are they to be used as a basis for or as an alternative to independent financial advice and judgement obtained from the user's financial advisors. BWR shall not be liable to any losses incurred by the users of these Rating Rationales, Rating Reports or its contents. BWR reserves the right to vary, modify, suspend or withdraw the ratings at any time without assigning reasons for the same.

BWR's ratings reflect BWR's opinion on the day the ratings are published and are not reflective of factual circumstances that may have arisen in a later date. BWR is not obliged to update its opinion based on any public notification, in any form or format although BWR may disseminate its opinion and analysis when deemed fit.

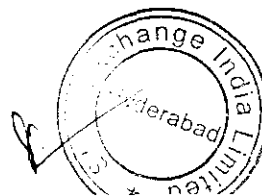
Neither BWR nor its affiliates, third party providers, as well as the directors, officers, shareholders, employees or agents (collectively, "BWR Party") guarantee the accuracy, completeness or adequacy of the Ratings, and no BWR Party shall have any liability for any errors, omissions, or interruptions therein, regardless of the cause, or for the results obtained from the use of any part of the Rating Rationales or Rating Reports. Each BWR Party disclaims all express or implied warranties, including, but not limited to, any warranties of merchantability, suitability or fitness for a particular purpose or use. In no event shall any BWR Party be liable in any one for any direct, indirect, incidental, exemplary, compensatory, punitive, special or consequential damages, costs, expenses, legal fees, or losses (including, without limitation, lost income or lost profits and opportunity costs) in connection with any use of any part of the Rating Rationales and/or Rating Reports even if advised of the possibility of such damages. However, BWR or its associates may have other commercial transactions with the company/entity. BWR and its affiliates do not act as a fiduciary.

BWR keeps certain activities of its business units separate from each other in order to preserve the independence and objectivity of the respective activity. As a result, certain business units of BWR may have information that is not available to other BWR business units. BWR has established policies and procedures to maintain the confidentiality of certain non-public information received in connection with each analytical process.

BWR clarifies that it may have been paid a fee by the issuers or underwriters of the instruments, facilities, securities etc., or from obligors. BWR's public ratings and analysis are made available on its web site, [www.brickworkratings.com](http://www.brickworkratings.com). More detailed information may be provided for a fee. BWR's rating criteria are also generally made available without charge on BWR's website.

This disclaimer forms an integral part of the Ratings Rationales / Rating Reports or other press releases, advisories, communications issued by BWR and circulation of the ratings without this disclaimer is prohibited.

BWR is bound by the Code of Conduct for Credit Rating Agencies issued by the Securities and Exchange Board of India and is governed by the applicable regulations issued by the Securities and Exchange Board of India as amended from time to time.



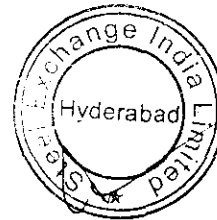


**Steel Exchange India Limited**

**Annexure I**

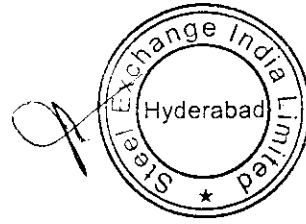
The following documents / information should be submitted to BWR periodically:

1. Confirmation about payment of coupon, redemption as and when done.
2. Information on delays/default in servicing bank loans, letters of credit, letters of guarantee, NCDs, bonds and other borrowings, if any, by the Company as at the end of every month.
3. Information on delays / defaults in servicing of debt obligations of any subsidiary / other group companies, if any, as at the end of every month.
4. Any other statement / information sought by BWR from time to time.



**ANNEXURE M**  
**IN-PRINCIPLE APPROVAL FROM [REDACTED]**

[REDACTED]



## ANNEXURE N

## BOARD AND SHAREHOLDERS RESOLUTIONS



# Steel Exchange India Limited

Regd. Office : 303, My Home Laxminivas Apartments, Greenlands, Ameerpet Hyderabad - 500 016, T.S.  
Phone: +91-40-23403725, Fax : +91-40-23413267

Corp. Office : Block-A, Green City Towers, Green City, Near Apparel Export Park,  
Vadlapudi (Post), Visakhapatnam-530049, Andhra Pradesh  
Phone: +91-891-2587175, 2587573, Fax : +91-891-2749215, 2749218

www.seil.co.in

GST NO: 37AABCP9362L1ZV

CIN No.: L74100AP1999PLC031191

E-mail : info@seil.co.in

**CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS ("BOARD") OF STEEL EXCHANGE INDIA LIMITED ("COMPANY") ON FRIDAY, THE 18TH DAY OF DECEMBER 2020 AT 3.30 PM THROUGH (OAVM) OTHER AUDIO VIDEO MEANS**

### ISSUE OF NON-CONVERTIBLE DEBENTURES:

The Chairman informed the Board that with a view to repay all its existing lenders as a full and final one-time settlement, the Company proposes to issue secured, rated, listed, redeemable, non-convertible debentures bearing a face value of INR 10,00,000 (Rupees Ten Lakh Only) each, aggregating up to an amount of INR 400,00,00,000/- (Rupees Four Hundred Crores Only) in dematerialised form on a private placement basis ("Debentures").

The proceeds from the Debentures shall be used towards a full and final one-time settlement of outstanding dues of the existing lenders of the Company.

The Debentures are being proposed to be issued on the terms and conditions specified in the (i) draft of the private placement offer cum application letter ("PPOAL") which inter-alia contains the disclosures that are required to be made by the Company under Form PAS-4 pursuant to Rule 14 of the Companies (Prospectus and Allotment of Securities) Rules, 2014 and Section 42 of the Companies Act, 2013; (ii) draft of the information memorandum which will be filed with the BSE Limited ("BSE") where the Debentures are proposed to be listed, and contain the disclosures that are prescribed under the SEBI (Issue and Listing of Debt Securities) Regulations, 2008 (the "Information Memorandum") in relation to the Debentures; and (iii) the draft of the debenture trust deed ("Debenture Trust Deed") along with the other finance documents in connection with the issue of Debentures (the "Transaction Documents") as placed before the Board.

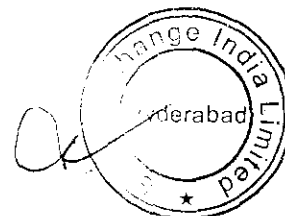
The Chairman also informed the Board that the amounts to be raised pursuant to the issue of the Debentures together with all interests and other charges thereon are to be secured by way of, *inter alia*:

- (i) exclusive charge over the current assets of the Company, present and future;
- (ii) exclusive charge on the land, manufacturing plant and other fixed assets of the Company, present and future;
- (iii) exclusive charge on any other asset currently mortgaged / hypothecated with the lenders of the Company;
- (iv) exclusive charge by way of pledge over the total shareholding of the promoters in the Company;
- (v) personal guarantee of Mr. Bandi Suresh Kumar, Mr. Bandi Satish Kumar and Mr. Bandi Ramesh Kumar;
- (vi) corporate guarantee of Vizag Profiles Private Limited and Umashiv Garments Private Limited;
- (vii) exclusive charge over specified immovable property of Vizag Profiles Private Limited; and
- (viii) any other security as may be mutually agreed between the investors and the Company.

((i) to (viii) are collectively referred to herein as the "Security")

### WORKS

<b>Integrated Steel Plant</b>	: Sreerampuram, L. Kota Mandal, Vizianagaram District-535161 Phone : 08966-267172, Fax : 08966-267218
<b>Power Plant &amp; SMS</b>	: Opp. Mandapalli New Bridge, Kothapeta, East Godavari District-533223. Phone: 08855-244400, Fax: 08855-244406
<b>Re-Rolling Unit</b>	: Plot No : 1, I.D.A. Edulapaka Bonangi, Paravada Mandal, Visakhapatnam-531201. Phone: 08924-247055, Fax: 08924-247685



Continuation sheet ..



## Steel Exchange India Limited

in favor of all eligible participants like mutual funds, corporates, insurers, alternative investment funds, foreign portfolio investors, pension funds, non-banking financial companies, other eligible body corporate that can invest into Debentures specifically identified by the Company on the electronic bidding platform of the BSE ("EBP Platform") ("Investors") and trustees for the holders of debentures which shall be issued on private placement basis, to secure the obligations of the Company in relation to the Debentures payable by the Company to the debenture trustee under a debenture trust deed and/or to the investors under their respective agreements/debenture trust deed to be entered into by the Company in respect of such borrowings."

After discussion, the Board passed the following resolutions:

"RESOLVED THAT pursuant to the provisions of Sections 179 and all other applicable provisions, if any, of the Companies Act, 2013, the Companies (Prospectus and Allotment of Securities) Rules, 2014, the Companies (Share Capital and Debentures) Rules, 2014 and other applicable rules made under the Companies Act, 2013, (including statutory modification(s), amendment(s) or re-enactment thereof and any circulars, notifications, clarifications, rules passed thereunder from time to time), in accordance with the memorandum of association and articles of association of the Company, subject to any approvals, consents, sanctions, permissions as may be necessary from the government authorities and all other appropriate statutory and regulatory authorities, the approval of the Board be and is hereby accorded for issue and allotment of the Debentures on private placement basis (the "Issue") as set out in the Transaction Documents."

"RESOLVED FURTHER THAT the Board do hereby approves the creation of the Security to secure the obligations of the Company in relation to the Debentures in favor of the debenture trustee for the benefit of the holders of the Debentures and authorizes the execution of such documents necessary for creation of such charge, complete filing of relevant forms with the jurisdictional registrar of companies."

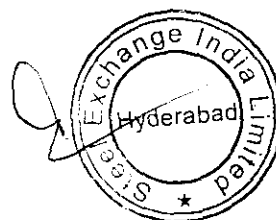
"RESOLVED FURTHER THAT the Board be and hereby approves the Information Memorandum and other Transaction Documents for the issue of Debentures."

"RESOLVED FURTHER THAT the Board be and hereby approves the appointment of Brickworks Ratings India Private Limited as the rating agency, Vistra ITCL (India) Limited as the debenture trustee, Venture Capital and Corporate Investments Private Limited as the registrar and transfer agent for the Issue."

"RESOLVED FURTHER THAT the Board be and hereby approves to seek listing of the issued Debentures with the BSE."

"RESOLVED FURTHER THAT the Board be and hereby approves the payment of fees for issuance and listing of the aforesaid Debentures."

"RESOLVED FURTHER THAT the Company issue private placement cum application letters to the Investors".



Continuation sheet.

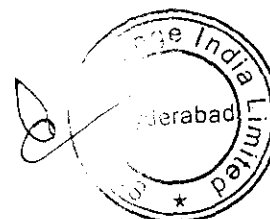


## Steel Exchange India Limited

**"RESOLVED FURTHER THAT** the Company requests (A) Umashiv Garments Private Limited to (i) create pledge over its shares in the Company; and (ii) provide corporate guarantee; and (B) Vizag Profiles Private Limited to (i) create pledge over its shares in the Company; (ii) provide corporate guarantee; and (iii) create charge on specified immovable properties, as per the terms of the Debenture Trust Deed and other Transaction Documents."

**"RESOLVED FURTHER THAT** that Mr. B Satish Kumar, Managing Director, Mr. B Suresh Kumar, Joint Managing Director, B Ramesh Kumar, Joint Managing Director cum Chief Financial Officer, Mr. Raveendra Babu M, Company Secretary ("Authorized Persons") be and are hereby severally authorized and delegated, *inter-alia*, to do such acts, deeds, actions and things as in its absolute discretion deems necessary or desirable in connection with the issue and allotment of the Debentures, including without limitation, the following:

- (a) to decide the terms of the issue including number of units and the face value of the Debentures, premium, coupon, redemption terms etc.;
- (b) to negotiate, finalize and execute the mandate letter(s) with the intermediaries for placement of the Debentures and make necessary payments to the intermediaries;
- (c) to finalize, execute and file the Information Memorandum for the issue of the Debentures from time to time with relevant stock exchanges, the Registrar of Companies and Securities & Exchange Board of India in accordance with the applicable laws and regulations;
- (d) to apply for listing of the Debentures on the stock exchange in India, submitting the listing application to the BSE and taking all actions that may be necessary in connection with obtaining such listing;
- (e) to alter or modify the terms of the Issue, to authorize the repurchase of the Debentures, approve, finalise and issue the PPOAL in terms of the Companies (Prospectus and Allotment Rules) 2014 and/or the Information Memorandum;
- (f) to undertake such actions required pursuant to participation on the EBP Platform of the BSE;
- (g) to identify investors from the successful bidders selected on the EBP Platform of the BSE to whom the signed, addressed to and serially numbers PPOAL shall be issued to;
- (h) to apply for admission of the securities on the depository system including but not limited to submission of Master Creation Form (MCF) for creation of ISIN, submission of Corporate Action Form (CAF) for allotment to depositories and taking all actions that may be necessary in this regard;
- (i) to sign and submit all necessary papers/ certificates/ undertakings and take all necessary steps in this regard including the payment of applicable stamp duty and other taxes, fees and costs as required under the applicable laws in relation to the Debentures;
- (j) to execute all necessary documents in connection with opening of such accounts with banks, institutions or agencies as may be required as per the applicable laws;
- (k) to sign, discuss, negotiate, finalise, execute and issue documents with respect to consolidated receipt/s for the Debentures, debenture certificate (for the purpose of payment of stamp duty), listing application, various agreements (including but limited to



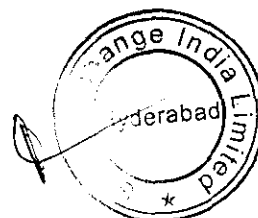
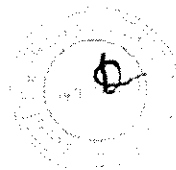
Continuation sheet



## Steel Exchange India Limited

subscription agreement, depository agreement, debenture trustee agreement, agreement with stock exchanges, the EBP agreement), undertaking, deeds, declarations and all other documents and to do all such things, deeds and acts and to comply with all the formalities as may, in the opinion of such authorized persons, be required in connection with or incidental to the aforesaid offering of Debentures and listing of the same, including post issue formalities;

- (l) giving such declarations, affidavits, certificates, consents and authorities as may be required from time to time, and all other related matters;
- (m) seeking, if required, any approval, consent or waiver from any/all financial creditors, concerned government and regulatory authorities, and/or any other approvals, consent or waivers that may be required in connection with the issue, offer and allotment of the Debentures;
- (n) obtain In-principal approval and final listing/trading approvals from BSE and obtain ISIN from the depositories and allot Debentures to all the Investors to the Debentures;
- (o) deciding, negotiating and finalizing the terms of the Debentures, including the price, coupon, face value, tenor, issue opening date, issue closing date and all other related matters as more particularly set out in the Transaction Documents;
- (p) entering into arrangements with any depository in connection with the issue of Debentures in dematerialised form;
- (q) do all such acts, matters, deeds and things in relation to the Issue including, without limitation, appointment of legal counsel, the registrar and transfer agent, the arranger, the rating agency and other advisors and/or intermediaries as may be required and making payment of their fees;
- (r) finalization of the allotment of the Debentures on the basis of the applications received;
- (s) acceptance and appropriation of the proceeds of the issue of the Debentures;
- (t) authorization of the maintenance of a register of holders of the Debentures;
- (u) negotiate, finalise, execute, ratify and deliver the term sheet, the Transaction Documents (to which the Company is a party) and such other documents, as may be necessary including but not limited to all other documents, instruments, deeds, amendments, papers, applications, notices or letters as may be required for the filing, registration, negotiation on dealing in any manner with the regulatory authorities in connection with the Debentures (including but not limited to Registrar of Companies, Ministry of Corporate Affairs, National Securities Depository Limited/Central Depository Services (India) Limited, the Securities and Exchange Board of India, BSE or any other stock exchange in India and such other authorities as may be required);
- (v) to execute all documents, file forms and take all necessary and appropriate steps relating to the creation of the Security under applicable laws with the relevant sub-registrar of assurances and other relevant governmental authorities as may be necessary;



Continuation sheet.



## Steel Exchange India Limited

- (w) entering into and dispatching such other documents, deeds, notices, letters, agreements, power of attorneys, declarations, memorandums, affidavits, certificates, indentures, indemnities (including without limitation in respect of stamp duty), undertakings, instruments and forms as may be required, in relation to or in connection with the issue or pursuant to any other purpose mentioned in these resolutions or to give effect to any transactions contemplated in such Transaction Documents for the benefit of the holders of the Debentures; and
- (x) to take all steps and do all things and give such directions, as may be required, necessary, expedient or desirable for giving effect to the Transaction Documents, the transactions contemplated therein and the resolutions mentioned herein."

"RESOLVED FURTHER THAT Mr. B Satish Kumar, Managing Director, Mr. B Suresh Kumar, Joint Managing Director, Mr. B Ramesh Kumar, Joint Managing Director cum Chief Financial Officer, Mr. Raveendra Babu M, Company Secretary ("Authorized Persons") of the Company be and are hereby severally authorized to record the name of holder of the Debentures in the register of debenture holders and to undertake such other acts, deeds and acts as may be required to give effect to the issuance and allotment of the Debentures."

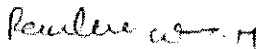
"RESOLVED FURTHER THAT the common seal of the Company, if required, be affixed on the Transaction Documents including without limitation the power of attorney and such other agreements, indentures, certificates and documents, under the signatures of any of director of the Company and counter-signed by any of the Authorized Persons, in accordance with the articles of association of the Company."

"RESOLVED FURTHER THAT the Company be and is hereby authorized to open any bank accounts with such bank or banks in India as may be required in connection with the Issue, and appoint HDFC Bank Limited as the escrow bank and trust and retention account bank, and that any one of Authorized Signatories, be and are hereby authorized to sign and execute the application form and other documents required for opening the said account/s, to operate the said account/s, and to give such instructions including closure thereof as may be required and deemed appropriate by them, and that the said bank/s be and is/are hereby authorized to honour all cheques and other negotiable instruments drawn, accepted or endorsed and instructions given by the aforesaid Authorized Signatories on behalf of the Company."

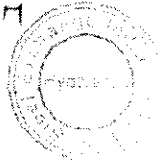
"RESOLVED FURTHER to furnish a certified true copy of the above resolutions to any persons concerned for their information and records."

//Certified True Copy//

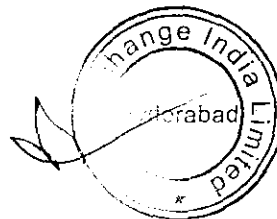
For, Steel Exchange India Limited



Raveendra Babu M  
Company Secretary  
M No: A34409



Date: 19 December 2020  
Place: Hyderabad







# Steel Exchange India Limited

Regd. Office : 303, My Home Laxminivas Apartments, Greenlands, Amecpet, Hyderabad - 500 016, A.P.  
Phone : +91-40-23403725, Fax : +91-40-23413267  
Corp. Office : 103, Vizag Profile Towers, Kurmannapalem, Vishakhapatnam 530 046, A.P.  
Phone : +91-891-2587175, 2587573, Fax : +91-891-2766892, 2749218

URL : [www.sell.co.in](http://www.sell.co.in)

CIN No. : L74100AP1999PLC031191

E-mail : [info@sell.co.in](mailto:info@sell.co.in)

CERTIFIED TRUE COPY OF THE PROPOSED RESOLUTIONS PASSED BY THE BOARD OF DIRECTORS OF M/S STEEL EXCHANGE INDIA LIMITED PURSUANT TO SECTION 110 OF THE COMPANIES ACT, 2013, READ WITH THE COMPANIES (PASSING OF THE RESOLUTION BY POSTAL BALLOT) RULES, 2011 AT THEIR MEETING HELD ON 14TH DAY OF NOVEMBER 2014 AT THEIR CORPORATE OFFICE AT "A BLOCK, GREENCITY TOWER, GREENCITY, VADLAPUDI POST, VISAKHAPATNAM 530 046.

## 1. Creation of Charge:

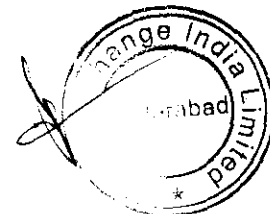
To consider and if thought fit, to pass with or without modifications the following resolution as a **Special Resolution** by Postal Ballot/e-voting:

"RESOLVED THAT in supersession of the Ordinary Resolution passed by the members through postal ballot on 23.03.2011 and pursuant to the provisions of section 180(1)(a) and other applicable provisions, if any of the Companies Act, 2013 (including any statutory modifications or amendments thereof) and Rules made there under, consent of the Shareholders be and is hereby accorded for Mortgaging and/or charging by the Board of Directors (hereinafter referred to as "the Board" and which term shall be deemed to include any Committee, which the Board may have constituted or hereinafter constitute to exercise its powers including the powers conferred by this resolution and with the power to delegate such authority to any person or persons) of the Company of all the immovable and movable properties of the Company, where so ever situated, both present and future and/or whole or substantially the whole of the undertaking(s) of the Company to or in favour of any public or private financial institution(s), mutual funds, banks, bodies corporate or any other person whomsoever participating in extending financial assistance, to secure any term loans working capital facilities, or any other type of financial assistance up to Rs. 2000.00 Crores (Rupees Two Thousand Crores only) lent and advanced/agreed to be lent and advanced by them, together with interest, compound interest, additional interest, liquidated damages, premia on pre-payment, costs, charges, expenses or monies payable by the Company to them under loan agreements/letter of sanction. RESOLVED FURTHER THAT the securities to be created by the Company as aforesaid may rank pari passu with the mortgages and / or charges already created or to be created in future by the Company or in such other manner and ranking as may be thought expedient by the Board and as may be agreed to between the Company and the concerned parties.

RESOLVED FURTHER THAT the Board/Committee thereof be and is hereby authorized to finalise and execute any agreements and documents, necessary for creating mortgages and/ or charges as aforesaid and to do all such acts, deeds, matters and things as may be

## WORKS

Re-Rolling Division : Simhadri TMT Steels, Plot No. 1, I.D.A., J.N. Pharma City, Paravada Mandal, Visakhapatnam - 531 021. Phone : +91-8924-247055, Fax : +91-8924-247686.  
Power Plant & Steel : Opp. Monadapalli New Bridge, Kothapeta, E.C. Dist. - 533 223. Telefax : +91-8866-244406  
Melting Division  
Factory Unit - II : Plot No. 17 & 18, E Block, IDA Autonagar, Visakhapatnam - 530 012. Telefax : 0891-2756437  
Integrated Steel : Srampuram (Village), L. Kota Mandal, Kothavalasa, Vizianagaram District  
Plant : Phone +91-08966-277139, 277219, Fax : 08966 - 277134, 277144



Continuation sheet



## Steel Exchange India Limited

considered necessary, desirable or expedient for implementing this resolution and to resolve any question of doubt relating thereto, or otherwise considered by the Board to be in the best interests of the Company".

### 2. To borrow up to a maximum limit of Rs. 2000.00 crores:

To consider, and if thought fit, to pass with or without modifications the following resolution as a **Special Resolution** by Postal Ballot/e-voting:

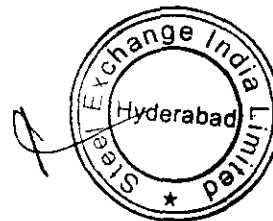
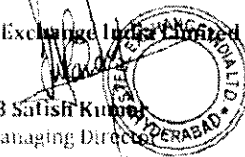
"RESOLVED THAT in supersession of the Ordinary Resolution passed by the members through postal ballot on 23.03.2011 and pursuant to Section 180(1)(c) and any other applicable provisions, if any, of the Companies Act, 2013 and the Rules made there under (including any statutory modifications or amendments thereof) consent of the shareholders be and is hereby accorded to the Board of Directors of the Company (hereinafter referred to as "the Board" and which term shall be deemed to include any Committee, which the Board may have constituted or hereinafter constitute to exercise its powers including the powers conferred by this resolution and with the power to delegate such authority to any person or persons) to borrow from time to time, as it may think fit, any sum or sums of money, from one or more banks/ financial institutions or from any bodies corporate, firms or persons in India or abroad, up to Rs. 2000.00 Crores (Rupees Two Thousand Crores only) on such security and on such terms and conditions as the Board may think fit, notwithstanding that the moneys to be borrowed, together with the moneys already borrowed by the Company (apart from temporary loans obtained or to be obtained from the Company's Bankers in the ordinary course of business) may exceed the aggregate, for the time being, of the total paid-up capital and free reserves of the Company, that is to say, reserves not set apart for any specific purpose."

RESOLVED FURTHER THAT the Board be and is hereby authorised to settle any question, difficulty or doubt that may arise in respect of the borrowing(s) as aforesaid and to do all such acts, deeds, matters and things and to execute all documents and writings as it may in its absolute discretion deem necessary, proper, desirable or expedient to give effect to this resolution."

//CERTIFIED TRUE COPY//

For, Steel Exchange India Limited

B Sathish Kumar  
Managing Director



## ANNEXURE O

## Undertaking from the Company

Date: 29.12.2020

To,

**VISTRA ITCL (INDIA) LIMITED**

(as the debenture trustee)

7<sup>th</sup> Floor, IL&FS Financial Centre,  
Plotno.C-22,BandraKurlaComplex,  
Bandra East,Mumbai,  
Maharashtra 400051**Attention: VISTRA ITCL (INDIA) LIMITED**

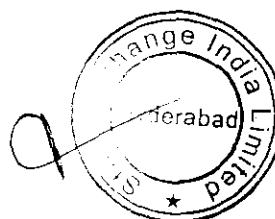
Dear Sirs,

**Subject: Undertaking in relation to the security creation for the issuance of non-convertible debentures by Steel Exchange India Limited**

The assets of Steel Exchange India Limited ("Company") are currently charged in favour of the following lenders ("Existing Lenders"):

S. No.	Name of the Lender
1.	State Bank of India
2.	Punjab National Bank
3.	Syndicate Bank
4.	Laxmi Vilas Bank
5.	Karur Vysya Bank
6.	Bank of India
7.	Canara Bank
8.	IDBI Bank
9.	Andhra Bank
10.	Dhanlaxmi Bank

The Company is proposing to issue rated, secured, listed and redeemable non-convertible debentures aggregating up to an amount of INR 382,80,00,000 (Indian Rupees Three Hundred and EightyTwoCroresandEightyLakhs)("Debtentures")andtheceedsfromtheDebtenturesshallbe utilized by the Company towards full and final settlement of the outstanding dues of the Existing Lenderspursuanttoaone-timesettlementproposalagreedbetweentheCompanyandtheExisting Lenders("OTS").

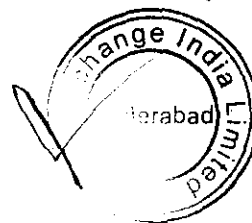


Upon the full and final settlement of the outstanding dues of the Existing Lenders pursuant to the OTS, the Existing Lenders shall release the security created in their favour, or, for their benefit, over the assets of the Company and any other security created in their favour, or, for their benefit, by any third party to secure their outstanding dues. Upon release of such security by the Existing Lenders, the security will be created by the Company and such third party over the relevant assets in favour of the Debenture Trustee (for the benefit of the holders of the Debentures) within 15 (fifteen) days from the [deemed date of allotment of the Debentures / release of security by the Existing Lenders].

**EXECUTED AND DELIVERED** for and on behalf of  
**Steel Exchange India Limited,**  
duly represented through its authorized representative

By \_\_\_\_\_

**Date:**  
**Name:**  
**Title:** Director



## ANNEXURE P

## List of Mortgaged Properties

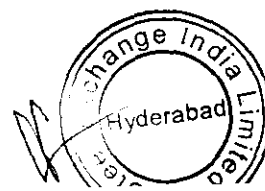
1. Exclusive 1<sup>st</sup> charge on land assets, manufacturing plants and buildings and other fixed assets of the Issuer and other Third Parties as mentioned in detail below.

## Assets owned by Issuer

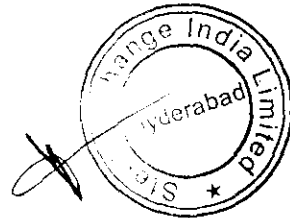
Asset Details	Asset Description
Integrated Steel Plant	Land admeasuring Ac 400.157 Cents along with buildings constructed thereon and hypothecation of Plant & Machinery and other fixed assets of Sponge Iron Unit, Billet Units, Rolling Mill, 60MW Power Plant and other infrastructural facilities within Integrated Steel Plant (ISP) situated at Srirampuram Village, RG Peta Village, Malliveedu, Gangubudi Village and Gajapathinagaram Village of L.KotaMandal, VizianagaramDist, Andhra Pradesh
Rolling Mill	Industrial land admeasuring Ac 5.34 Cents along with buildings constructed thereon and hypothecation of Plant & Machinery and other fixed assets of Rolling Mill thereon situated at Sy No: 130 (P) bearing Plot No 1, IDA, E-Bonangi Village, ParwadaMandal, Visakhapatnam, AP
Wire Drawing Unit II	Industrial land admeasuring 15,788 Sq Yds along buildings constructed thereon situated at Plot No: 17 & 18, IDA, E-block, Autonagar, GajuwakaMandal, Visakhapatnam, AP
Ingot & Gas Based Power Plant	Industrial land admeasuring Ac 13.35 Cents along with buildings constructed thereon and hypothecation of Plant & Machinery and other fixed assets of Ingot & Gas based Power Plant situated at Kothapeta Village, East Godavari Dist, AP
Land Parcel	Vacant land admeasuring 80 Acres along with constructions thereon situated at S Nos. 236 to 243, 250 to 252, 295 to 300, 304, 305, 311 to 316, 321 to 324 situated at Bobbili village, Vizianagaram (Conditional Allotment)
Registered Office	Commercial Flat bearing no 303 bearing D Nos: 6-3-862/1 in Myhome Lakshminivas Apartments, Greenlands, Ameerpet, Hyderabad

## Assets owned by Third Parties

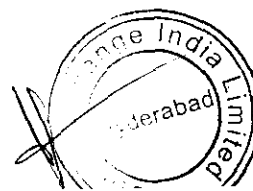
S No	Description of the mortgage property	Name of the Mortgagor
01	Equitable Mortgage of vacant Land measuring Ac 8.255 cents located at S No 207, 277, 278 & 279 at Kanithi Village, Visakhapatnam standing in the name of VPL Projects Private Limited and Vizag Profile Constructions India Private Limited (formerly Vizag Profile Constructions) - Now merged with Vizag Profiles Private Limited	Vizag Profiles Private Limited
02	Equitable mortgage of vacant land admeasuring Ac 3.79 cents in S No 330/3 and 329/1, Kanithi Village, Greater Visakha Municipal Corporation, Visakhapatnam district belonging to Vizag Profile Constructions India Private Limited (formerly Vizag Profile Constructions) - Now merged with Vizag Profiles Private Limited	Vizag Profiles Private Limited



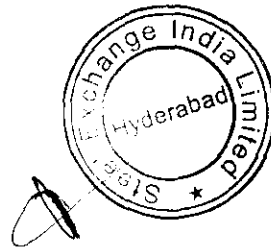
03	Equitable Mortgage of vacant land admeasuring Ac 4.37 Cents situated at Sy Nos: 335/1 & 336/1A1 of Kanithi Village, Gajuwaka Mandal, Visakhapatnam belonging to Vizag Profile Constructions India Private Limited (formerly Vizag Profile Constructions) - Now merged with Vizag Profiles Private Limited	Vizag Profiles Private Limited
04	Vacant commercial land admeasuring 1127.33 SqYds in Sy No 120/8 at Kurmannapalem, Visakhapatnam,	Vizag Profiles Private Ltd
05	Vacant commercial land admeasuring 29,911 Sft (Out of original land of 43,560 Sft after 13,649 Sft acquired by NHAI) in 5. No. 40 (Part), Bandapura Village, Bidarahalli, Hobli, Bangalore East Taluk	Vizag Profiles Private Ltd
06	Residential Plot admeasuring 630 Square Yards along with residential building with built up area of 2,548 Square Feet located at <b>Villa No 50</b> in Green City S Nos 2/1 to 2/19, 3/1 to 3/18, 4/1 to 4/14, 5/2B, 5/3B1, 3B2, 5/4B, 5/5B, 5/6B, 5/7B, 5/8 to 5/11B (except 5/10A, 5/11A), 7/1 to 7/12, Tunlam Village, Gajuwaka Mandal, Visakhapatnam	Vizag Profiles Private Ltd
07	Commercial land admeasuring 1,480 Square Yards along with office building with built up area of 29,448 Square feet located at Green City Towers, <b>Block-A Corporate Office Bldg</b> , in Plot Nos. 128,129,130p, 131p, 149p,150&151 of Green City in Survey Nos. 2/1 to 2/19, 3/1 to 3/18, 4/1 to 4/14, 5/2B, 5/3B1, 3B2, 5/4B, 5/5B, 5/6B, 5/7B, 5/8 to 5/11B (except 5/10A, 5/11A), 7/1 to 7/12, Tunlam Village, Gajuwaka Mandal, Visakhapatnam	Vizag Profiles Private Ltd
08	Vacant land measuring Ac 7.90 cents located at S. No. 156, Patta No. 5, Lankalapalem, Parawada, Visakhapatnam	Vizag Profiles Private Ltd
09	Residential Flat bearing <b>Flat No: G-1</b> in Ground Floor at Greencity Heights with a built up area admeasuring 1710 Sft along with undivided and unspecified share of land out of total extent of 5235 Sq. yards in Plot No:152 located in S.No.S.No.2/1 to 2/19; 3/1 to 3/18; 4/1 to 4/14; 5/2B, 5/3B1, 3B2, 5/4B, 5/5 B, 5/6B, 5/7B, 5/8 to 5/11B (except 5/10 A, 511 A) 7/1 to 7/12, Plot No.152. situate at Tunlam Village, Gajuwaka Mandal, Visakhapatnam District	Vizag Profiles Private Ltd
10	Residential flat bearing <b>Flat No G-2</b> in Ground Floor of Greencity Heights with a built up area admeasuring 1710 Sft with an undivided and unspecified share of land admeasuring 70 Sq.yards out of total extent of 5235 Sq. yards in Plot No:152 situated in S.No.S.No.2/1 to 2/19; 3/1 to 3/18; 4/1 to 4/14; 5/2B, 5/3B1, 3B2, 5/4B, 5/5B, 5/6B, 5/7B, 5/8 to 5/11B (except 5/10 A, 511 A) 7/1 to 7/12, Plot No.152. situate at Tunlam Village, Gajuwaka Mandal, Visakhapatnam District	Vizag Profiles Private Ltd



S No	Description of the mortgage property	Name of the Mortgagor
11	Residential flat bearing no: <b>Flat No G-3</b> in Ground Floor of Greency Heights with a built up area admeasuring 1710 Sft with an undivided and unspecified share of land ademasruing70 Sqyards out of total extent of 5235 Sq. yards in Plot No: 152 situated in S.No.S.No.2/1 to 2/19;3/1to3/18;4/1to4/14;5/2B,5/3B1,3B2,5/4B,5/5B,5/6B, 5/7B,5/8to5/11B(except5/10A,511A)7/1to7/12,PlotNo.152. situate at Tunglam Village, Gajuwaka Mandal, Visakhapatnam District	Vizag Profiles PrivateLtd
12	Residential flat bearing no: <b>Flat No G-4</b> in Ground Floor of Greency Heights with a built up area admeasuring 1710 Sft along with an undivided and unspecified share of land admeasuring 70 Sqyards out of total extent of 5235 Sq. yards in Plot No: 152 situated in S.No.S.No.2/1to2/19;3/1to3/18;4/1to4/14;5/2B,5/3B1,3B2, 5/4B, 5/5 B, 5/6B, 5/7B, 5/8 to 5/11B (except 5/10 A, 511 A) 7/1 to 7/12, Plot No.152. situate atTunglam Village, GajuwakaMandal, Visakhapatnam District	Vizag Profiles PrivateLtd
13	Residential flat bearing no: <b>Flat No G-5</b> in Ground Floor of Greency Heights with a built up area admeasuring 1397 Sft along with an undivided and unspecified share of land admeasuring 57Sqyards out of total extent of 5235 Sq. yards in Plot No: 152 situated in S.No.S.No.2/1to2/19;3/1to3/18;4/1to4/14;5/2B,5/3B1,3B2, 5/4B,5/5B,5/6B,5/7B,5/8to5/11B(except5/10A,511A)7/1to 7/12, Plot No.152. situate at Tunglam Village, Gajuwaka Mandal, Visakhapatnam District	Vizag Profiles PrivateLtd
14	Residential flat bearing no: <b>Flat No G-6</b> in Ground Floor of Greency Heights with a built up area admeasuring 1397 Sft along with an undivided and unspecified share of land admeasuring 57Sqyards out of total extent of 5235 Sq. yards in Plot No: 152 situated in S.No.S.No.2/1to2/19;3/1to3/18;4/1to4/14;5/2B,5/3B1,3B2, 5/4B, 5/5 B, 5/6B, 5/7B, 5/8 to 5/11B (except 5/10 A, 511 A) 7/1 to 7/12, Plot No.152. situate atTunglam Village, GajuwakaMandal, Visakhapatnam District	Vizag Profiles PrivateLtd
15	Residential flat bearing no: <b>Flat No G-7</b> in Ground Floor of Greency Heights with a built up area admeasuring 1397 Sft along with an undividedandunspecifiedshareoflandadmeasuring57Sqyardsout of total extent of 5235 Sq. yards in Plot No: 152 situated in S.No.S.No.2/1to2/19;3/1to3/18;4/1to4/14;5/2B,5/3B1,3B2, 5/4B, 5/5 B, 5/6B, 5/7B, 5/8 to 5/11B (except 5/10 A, 511 A) 7/1 to 7/12, Plot No.152. situate atTunglam Village, GajuwakaMandal, Visakhapatnam District	Vizag Profiles PrivateLtd
16	Commercial land admeasuring <b>3535 SqYds</b> bearing Plot No: 71 along with Green City Club House with a built of area of 5958.56 sqft situated at Sy No; 2/1 to 2/19, 3/1 to 3/18, 4/1 to 4/14, 5/2B, 5/7B, 5/8 to 5/11B (except 5/10A, 5/11A) 7/1 to 7/12, Tunglam, Near Appareal Export Park, Visakhapatnam	Vizag Profiles PrivateLtd
17	Residential vacant plot admeasuring <b>1620 SqYds</b> bearing Plot Nos: 28/B – 1, 2,3 & 4 situated at Sy No. 226/2, Rajahundry Municipal Corporation	Bandi Sudha
18	Residential vacant plot admeasuring <b>444 SqYdss</b> situated at Sy No: 198/5, Kanuru Village, Vijayawada	Bandi Sudha



19	Commercial plot admeasuring 459 (400+59) SqYds along with building constructed thereon bearing D No: 4-32 situated at Kurmannapalem, Visakhapatnam	Bandi Kumar & Suguna	Suresh Bandi
20	Residential Flat bearing no: 401 in Vizag Profile Towers with a built up area admeasuring 1535 Sqft along with undivided & unspecified share of land admeasuring 73 SqYds out of total extent of 1088 SqYds situated Kurmannapalem, Visakhapatnam	Bandi Kumar	Suresh



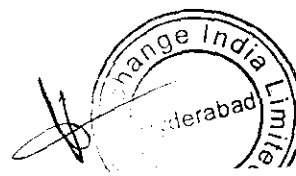


S No	Description of the mortgage property	Name of the Mortgagor
21	Residential Flat bearing Flat No: 508 in Fifth Floor of Greencity Heights with a built up area admeasuring 3534 Sft along with an undividedandunspecifiedshareoflandameasuring145SqYdsoutof totalexentof5216SqYdsinPlotNo:152situatedin5.No.S.No.2/1to 2/19;3/1to3/18;4/1to4/14;5/2B,5/3B1,3B2,5/4B,5/5B,5/6B, 5/7B,5/8to5/11B(except5/10A,511A)7/1to7/12,PlotNo.152. situate at Tunglam Village, Gajuwaka Mandal, Visakhapatnam District	Bavineni Rajesh
22	Vacant residential plot admeasuring 302 SqYds bearing Plot No: 20 situated in Sy.No.83/14 at Duvvada, Visakhapatnam, within the limits of Visakhapatnam Municipal Limits, VizagDist	Bavineni Suresh
23	Residential plot admeasuring 347.55 sqydsalong with building with built up area of 4664 sqft constructed thereon situated at Sy No: 121/5P bearing D.No: 4-28 (Old) / D.No: 3-7-9 (New), Kurmannapalem, Gajuwaka Municipality, Vizag	Bandi Ramesh Kumar &Bandi ArunaKanti
24	Vacant land admeasuring Ac 1.40 Cents situated at Sy No; 11/8(Ac 0.29Cents),SyNo:11/9(Ac0.32Cents),SyNo:11/11(Ac0.30Cents), Sy No: 11/17 (Ac 0.33 Cents) and Sy No: 11/18 (Ac 0.16 Cents)of Tungalam Village, Gajuwaka, Vizag	Bandi Suresh Kumar

**Assets owned by Third Parties to be released upon upfront receipt of money by the Debenture Holders**

S No	Description of the Property	Property belongs to
1	Vacant Commercial land admeasuring 10 guntas located at Sy No 40, Bandapura Village, BidarahalliHobli, Bangalore	Duvvuru Vijaya KumarReddy
2	Agricultural Land measuring 3.38 Acres located at Sy No 19/6, 20/4, 21/1 & 20/7A of Ganguru Village, Krishna District	GogineniLa Sri kshmi
3	Vacant land admeasuring 2253.72 Sq Yds situated at Sy No: 365p of Pidimgoyya Village, Rajahmundry Rural, East Godavari Dist	ChailaLava Indira nya
4	Vacant land admeasuring 2250.55 Sq Yds situated at Sy No: 365p of Pidimgoyya Village, Rajahmundry Rural, East Godavari Dist	MaridiKris Rama hna
5	Residential plot admeasuring 131.40 sq yds (out of total extent of 549.34 sq yds) along with first floor with a plinth area of 1600 sq ft constructed thereon siutated at Sy No: 10S1, D.No: 12-1-23/3, Ward No: 18, Waltair Ward, Kannayyapeta Road, Visakhapatnam	K.V. Bhaskar
6	Residential plot admeasuring 413.50 sq yds along with G+2 Floor building constructed thereon with a total built up area of 3116.53 sq ft situated at Sy No: 119/4, D.No: 31-12-3, Ward No: 31, Kurmannapalem, Visakhapatnam - 530046	Bandi Suguna
7	Vacant land admeasuring Ac 8.70 Cents situated in Sy No: 66/P of Malliveedu Village, Vizinagaram Mandal	VPPL

2. Exclusive hypothecation of the present and future current assets of the issuer.



3. 100% Pledge of promoter shares of the Issuer at all points in time from promoter shareholders.
4. Personal Guarantee of
  - a) Mr. Bandi Satish Kumar, Mr. Bandi Suresh Kumar and Mr. Bandi Ramesh Kumar for entire Subscription Amount and the Special Premium
  - b) Bavineni Suresh, Bavineni Rajesh, Bandi Suguna, Bandi Sudha and Bandi Arunakanthi to the extent of the value of the properties mortgaged by them
5. Corporate Guarantee of Vizag Profiles Private Limited and Umashiv Garments Private Limited.

For Steel Exchange India Limited

*Ravi Kumar*

Company Secretary