

Serial No. 1  
Addressed to: Fourdegreewater Private Limited  
Date: May 25, 2021

## INFORMATION MEMORANDUM



### UGRO CAPITAL LIMITED

(A Public Limited Company Incorporated under the Companies Act, 1956 and  
Registered with Reserve Bank of India as a Systemically Important Non-Banking Financial Company)  
**Date of Incorporation:** February 10, 1993; **Registered & Corporate Office:** Equinox Business Park, Tower 3, 4th  
Floor, LBS Road, Kurla (West), Mumbai – 400070; **Tel.:** 022-48918686; **Contact Person:** Mr. Aniket Karandikar;  
**Email:** [cs@ugrocapital.com](mailto:cs@ugrocapital.com); **Tel:** 022- 48918686;

Information Memorandum under Companies Act, 2013, Schedule I of SEBI (Issue and Listing of Debt Securities) Regulations, 2008 ("SEBI Debt Listing Regulations"), as amended from time to time for issue of Debentures on a private placement basis on May 25, 2021

**Issue of 2,00,000 (two lakh) rated, secured, senior, transferable, listed, redeemable, principal protected market linked non-convertible debentures denominated in Indian Rupees ("INR") each having a face value of INR 1,000 (Indian Rupees One Thousand) and an aggregate face value of INR 20,00,00,000 (Indian Rupees Twenty Crore) ("Debentures") on a private placement basis (the "Issue")**

### Background

This Information Memorandum is related to the Debentures to be issued by Ugro Capital Limited (the "Issuer" or "Company") on a private placement basis and contains relevant information and disclosures required for the purpose of issuing of the Debentures. The issue of the Debentures comprised in the Issue and described under this Information Memorandum has been authorised by the Issuer through resolutions, each dated September 18, 2020 of the shareholders of the Issuer and the resolutions dated November 11, 2019 and August 12, 2020 of the Board of Directors of the Issuer read with the resolution dated May 22, 2021 of the Investment and Borrowing Committee of the Board of Directors of the Issuer and the Memorandum and Articles of Association of the Issuer. Pursuant to the resolution dated September 18, 2020 of the Issuer's shareholders in accordance with Section 180(1)(c) of the Companies Act, 2013, the Issuer has been authorised to borrow, upon such terms and conditions as the Board may think fit for amounts up to Rs. 3000,00,00,000/- (Rupees Three Thousand Crore Only). The present issue of the Debentures in terms of this Information Memorandum is within the overall powers of the Board as per the above shareholder resolution(s).

### General Risks

Investment in debt and debt related securities involve a degree of risk and Investors should not invest any funds in the debt instruments, unless they can afford to take the risks attached to such investments and only after reading the information carefully. For taking an investment decision, the Investors must rely on their own examination of the Issuer and the Issue including the risks involved. The Debentures have not been recommended or approved by Securities and Exchange Board of India ("SEBI") nor does SEBI guarantee the accuracy or adequacy of this document. Specific attention of Investors is invited to the statement of Risk Factors at Section 3 (*Risk Factors*) on

of this memorandum of private placement for issue of Debentures on a private placement basis (“**Information Memorandum**”). This Information Memorandum has not been submitted, cleared or approved by SEBI.

### **Issuer’s Absolute Responsibility**

The Issuer, having made all reasonable inquiries, confirms and represents that the information contained in this Information Memorandum/ Information Memorandum is true and correct in all material respects and is not misleading in any material respect, that the opinions and intentions expressed herein are honestly held and that there are no other facts, the omission of which makes this Information Memorandum/ Information Memorandum as a whole or any of such information or the expression of any such opinions or intentions misleading in any material respect. The Issuer is solely responsible for the correctness, adequacy and disclosure of all relevant information herein.

### **Credit Rating**

The Debentures proposed to be issued by the Issuer have been rated by Acuite Rating and Research Limited (“**Rating Agency**”). The Rating Agency has vide its letter dated May 21, 2021 assigned a rating of ‘ACUITE Provisional PPMLD AA+(CE)’ in respect of the Debentures. The above rating is not a recommendation to buy, sell or hold securities and Investors should take their own decision. The ratings may be subject to revision or withdrawal at any time by the rating agency and should be evaluated independently of any other ratings. Please refer to **Annexure II** of this Information Memorandum for the letter dated May 21, 2021 issued by the Rating Agency.

### **Issue Schedule**

Issue Opens on: May 25, 2021  
Issue Closing on: May 25, 2021  
Deemed Date of Allotment: May 25, 2021

The Issuer reserves the right to change the Issue Schedule including the Deemed Date of Allotment at its sole discretion, without giving any reasons or prior notice. The Issue shall be open for subscription during the banking hours on each day during the period covered by the Issue Schedule.

The Debentures are proposed to be listed on the wholesale debt market of the Bombay Stock Exchange (“**BSE**”).

<b>Registrar and Transfer Agent</b>	<b>Debenture Trustee</b>	<b>Rating Agency</b>	<b>Valuation Agency</b>
 <p><b>Link Intime India Private Limited</b> C 101, 247 Park B S Marg, Vikhroli West, Mumbai 400 083 <b>Tel:</b> +91 22 49186000 <b>Website:</b> <a href="http://www.linkintime.co.in">www.linkintime.co.in</a></p>	 <p><b>Catalyst Trusteeship Limited</b> GDA House, Plot No. 85, Bhusari Colony (Right), Paud Road, Pune, Maharashtra 411038 <a href="http://www.catalysttrustee.com">www.catalysttrustee.com</a></p>	 <p><b>Acuite Rating and Research Limited</b> 102, Summer Plaza, Marol Maroshi Road, Marol, Andheri (East), Mumbai-400059 <b>Tel:</b> 022- 67141111 <b>Website:</b> <a href="http://www.acuite.com">www.acuite.com</a></p>	 <p><b>ICRA Analytics Limited</b> Unit No. 1102, 1103, 1104, 11th Floor, B-Wing, Kanakia Wallstreet Andheri - Kurla Rd, Chakala, Mumbai 400093 <b>Tel.:</b> +91-22-61796300 <b>Website:</b> <a href="http://www.icraanalytics.com">www.icraanalytics.com</a></p>

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## SECTION 1: DEFINITIONS AND ABBREVIATIONS

Unless the context otherwise indicates or requires, the following terms shall have the meanings given below in this Information Memorandum.

Act/Companies Act	means the Companies Act, 2013, and shall include any re-enactment, amendment or modification of the Companies Act, 2013, as in effect from time to time.
Accounts	has the meaning given to it in the Trust Deed.
Accounts Agreement	means the agreement executed/to be executed by and among the Issuer, the Servicer and the Trustee setting out the terms and conditions for opening, operating and maintaining the Collection and Payment Account.
Accelerated Redemption Event (Company)	means, upon the occurrence of a Credit Event, the failure of the Issuer to transfer amounts in respect of the Assigned Assets into the Collection and Payment Account in accordance with the DTD.
Allot/Allotment/Allotted	Means the allotment of the Debentures pursuant to this Issue.
Annualised Interest Rate or Annualised Coupon Rate means:	<p>(a) 0% (zero percent), if the Reference Index Performance is less than or equal to -80% (minus eighty percent); and/or</p> <p>(b) 9.11% (nine decimal one one percent) (coupon) (9.50% (nine decimal five zero percent) XIRR), if the Reference Index Performance is greater than -80% (minus eighty percent).</p>
Applicable Law(s)	means all applicable statutes, enactments or acts of any legislative body in India, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any Governmental Authority and any modifications or re-enactments thereof.
Applicable Accounting Standards	means the generally accepted accounting principles, standards and practices in India or any other prevailing accounting standard in India as may be applicable, and includes Indian Accounting Standards (IND-AS).
Applicant	Means a person who will submit a completed Application Form to the Issuer in relation to the Debentures in accordance with this Information Memorandum.
Application Form	The form used by the recipient of this Information Memorandum, to apply for subscription to the Debentures, which is annexed to this Information Memorandum and marked as <b>Annexure IV</b> .
Application Money	Means the subscription amounts paid by the Applicants at the time of submitting the Application Form.
Assets	means, for any date of determination, the assets of the Issuer on such date as the same would be determined in accordance with the Applicable Accounting Standards.
Assignment Agreements	means, collectively, the initial assignment agreement executed on or about the date of this Information Memorandum between the Issuer (in its capacity as the assignor) and the SPV Trustee, setting out the terms and conditions of the assignment of, inter alia, the relevant Assigned Assets, and each supplemental assignment agreement executed between the Issuer (in its capacity as the assignor) and the



	SPV Trustee, setting out the terms and conditions of the assignment of, inter alia, the relevant Assigned Assets.
Assigned Assets	has the meaning given to it in the Deed of Hypothecation (SPV).
Beneficial Owner(s)	means the holder(s) of the Debentures in dematerialised form whose name is recorded as such with the Depository in the Register of Beneficial Owners.
Board/Board of Directors	The Board of Directors of the Issuer.
BSE	Means the BSE Limited.
Business Day	means any day (other than a Sunday or a public holiday under Section 25 of the Negotiable Instruments Act, 1881) on which money markets are functioning in Mumbai, India.
CDSL	Central Depository Services (India) Limited.
Call Options	has the meaning given to it in Section 4.19 ( <i>Issue Details</i> ).
Call Option Payment Dates	has the meaning given to it in Section 4.19 ( <i>Issue Details</i> ).
Call Option Payment Notification	has the meaning given to it in Section 4.19 ( <i>Issue Details</i> ).
Capital Adequacy Ratio	means the capital adequacy ratio as defined under the NBFC Directions.
Company/ Issuer	Ugro Capital Limited, a company incorporated under the Companies Act, 1956 and a non-banking financial company registered with the Reserve Bank of India, having its registered office at Equinox Business Park, Tower 3, 4th Floor, Off BKC, LBS Road, Kurla, Mumbai, Maharashtra - 400070, India
CERSAI	means the Central Registry of Securitisation Asset Reconstruction and Security Interest of India.
Change of Control	<p>means the shareholders of the Issuer (as on the Effective Date) ceasing to:</p> <p>(a) have the power (whether by way of ownership of shares, proxy, contract, agency or otherwise) to:</p> <p style="padding-left: 40px;">(i) cast, or control the casting of, more than 51% (Fifty One percent) of the shareholding (on a fully diluted basis) of the Issuer; or</p> <p style="padding-left: 40px;">(ii) appoint or remove all or majority of the directors or the "key managerial personnel" (as defined in the Act) of the Issuer,</p> <p style="text-align: center;">OR</p> <p>(b) hold at least 51% (Fifty One percent) of the shareholding (on a fully diluted basis) of the Issuer.</p>
Change of Control Event	means any event, including without limitation, the issuance of any shares (whether equity or convertible into equity), or any transfer, sale, creation of security interest (including pledge) or encumbrance over any shares (whether equity or convertible into equity), which by itself, or together with other actions (including the conversion of any convertible instruments into equity shares) may result in a Change of Control.
Client Loan	means each loan made by the Issuer as a lender.

Collection and Payment Account	means an account to be opened and maintained in accordance with the Cover Pool Documents.
Contribution Agreements	means, collectively, the initial contribution and subordination agreement executed/to be executed by the Issuer on or about the Effective Date in relation to the initial contribution, and each other supplemental contribution and subordination agreement executed/to be executed by the Issuer in relation to each replenishment contribution.
Control	has the meaning given to it in the Companies Act, 2013.
Conditions Precedent	means the conditions precedent set out in Section 4.19 ( <i>Issue Details</i> ).
Conditions Subsequent	means the conditions subsequent set out in Section 4.19 ( <i>Issue Details</i> ).
Constitutional Documents	means the certificate of incorporation of the Issuer, the memorandum of association and articles of association of the Issuer and the certificate of registration issued by the RBI to the Issuer.
Cover Pool Documents	means the Trust Deed, the Assignment Agreements, the Servicing Agreement, the Accounts Agreement, the Contribution Agreements, and any power(s) of attorney and all other instruments, deeds and documents executed or entered into by or between the SPV Trustee and the Issuer from time to time, for the purpose of assignment of the Assigned Assets.
Credit Event	means any event or circumstance specified in Section 6.6.
Credit Event (Non-Payment)	means any event or circumstance specified in Sections 6.6(a) ( <i>Call Options</i> ) and/or Section 6.6(b) ( <i>Non-Payment of Amounts</i> ).
Credit Event Date	means the date of occurrence of any Credit Event.
Debentures / NCDs	means, collectively, 2,00,000 (two lakh) rated, secured, senior, transferable, listed, redeemable, principal protected market linked non-convertible debentures denominated in Indian Rupees each having a face value of INR 1,000 (Indian Rupees One Thousand) aggregating to a face value of INR 20,00,00,000 (Indian Rupees Twenty Crore).
Debenture Documents	<p>means:</p> <ul style="list-style-type: none"> <li>(a) the DTD;</li> <li>(b) the Debenture Trustee Agreement;</li> <li>(c) the Deeds of Hypothecation;</li> <li>(d) the SPV Guarantee;</li> <li>(e) the Debt Disclosure Documents;</li> <li>(f) the letters issued by the, and each memorandum of understanding/agreement entered into with, the Rating Agency, the Debenture Trustee and/or the Registrar;</li> <li>(g) each tripartite agreement between the Issuer, the Registrar and any Depository; and</li> <li>(h) any other document or undertaking that may be designated as a Debenture Document by the Debenture Trustee or the Debenture Holders,</li> </ul> <p>and "Debenture Document" means any of them.</p>
Debenture Holders	means the Applicants whose names and addresses are set out in the Application Form and who have agreed to subscribe to the Debentures, and for any subsequent Debenture Holders, each person who is:

	<p>(a) registered as a Beneficial Owner; and</p> <p>(b) registered as a debenture holder in the Register of Debenture Holders.</p> <p>Sub-paragraphs (a) and (b) shall be deemed to include transferees of the Debentures registered with the Issuer and the Depository from time to time, and in the event of any inconsistency between sub-paragraphs (a) and (b) above, sub-paragraphs (a) shall prevail.</p>
Debenture Trustee	means Catalyst Trusteeship Limited,.
Debenture Trustee Agreement	Means the agreement executed/to be executed by and between the Debenture Trustee and the Issuer for the purposes of appointment of the Debenture Trustee to act as debenture trustee in connection with the issuance of the Debentures.
Debenture Trust Deed or DTD	Shall mean the debenture trust deed executed/to be executed by and between the Debenture Trustee and the Issuer which shall, <i>inter alia</i> , set out the terms upon which the Debentures are being issued and shall include the representations and warranties and the covenants to be provided by the Issuer.
Debenture Trustees Regulations	Means the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993
Debt	<p>shall mean aggregate of:</p> <p>(a) all outstanding long-term borrowings (whether secured or unsecured);</p> <p>(b) all contingent liabilities pertaining to corporate and financial guarantees given on behalf of any company, special purpose vehicle, any subsidiary or affiliate to the extent of the amounts outstanding in respect of such guaranteed debt;</p> <p>(c) all outstanding short-term debt borrowings (whether secured or unsecured), availed of in lieu of any long-term debt or by way of bridge financing for a long-term debt;</p> <p>(d) all amounts raised by acceptance under any acceptance credit facility;</p> <p>(e) all receivables sold or discounted (other than receivables that are sold on a non-recourse basis);</p> <p>(f) any obligation under any put option, any shortfall/liquidity support undertaking, any debt service reserve account undertaking, any keep fit letter(s), any letter of comfort issued in favour of any person(s); and</p> <p>(g) all amounts raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing, but shall not include any cash-in-hand and/or any amounts available in the bank accounts of the Issuer.</p>
Debt Disclosure Documents	means collectively the PPOA and the Information Memorandum, and "Debt Disclosure Document" means any one of them.
Debt Listing Regulations	means the Securities Exchange Board of India (Issue and Listing of Debt Securities) Regulations, 2008.
Deed of Hypothecation (Company)	has the meaning given to it in Section 4.19 ( <i>Issue Details</i> ).

Deed of Hypothecation (SPV)	has the meaning given to it in Section 4.19 ( <i>Issue Details</i> ).
Deeds of Hypothecation	means, collectively, the Deed of Hypothecation (Company) and the Deed of Hypothecation (SPV), and the term "Deed of Hypothecation" shall mean any of them.
Deemed Date of Allotment	Means the date on which the Debentures are deemed to be allotted, being May 25, 2021.
Designated Account	means such account(s) of the Debenture Trustee for the receipt, collection and distribution of amounts due and payable to the Debenture Holders in accordance with the Debenture Documents, as is intimated by the Debenture Trustee to the Issuer from time to time.
Due Dates	means, collectively, the Call Option Payment Date(s), the Final Redemption Date, and all other dates on which any principal amounts (including any Redemption Payment or premature redemption amounts are payable), any amounts in respect of interest, additional interest or liquidated damages, and/or any other amounts including are due and payable.
Demat	Dematerialized securities which are securities that are in electronic form, and not in physical form, with the entries noted by the Depository.
Depositories Act	The Depositories Act, 1996, as amended from time to time
Depository	Means the depository with which the Issuer has made arrangements for dematerialising the Debentures, being NSDL and/or CDSL.
Depository Participant / DP	A depository participant as defined under the Depositories Act
Director(s)	Director(s) of the Issuer.
Effective Date	Means the date of execution of the Debenture Trust Deed.
Eligible Investors	Shall have the meaning specified in paragraph 7.11 ( <i>Eligible Investors</i> ) below.
Event(s) of Default	Shall mean the events identified under row titled " <b>Event of Default</b> " under paragraph 4.19 ( <i>Issue Details</i> ) herein.
EFT	Electronic Fund Transfer
FCCB	Means Foreign Currency Convertible Bonds
Final Fixing Level	means the official closing level of the Reference Index on the Final Fixing Date.
Final Fixing Date	Means the date occurring 30 (thirty) days prior to the Initial Call Option Payment Date. PROVIDED THAT where a Call Option is exercised prior to the Initial Call Option Date (due to the occurrence of a Credit Event prior to the Initial Call Option Payment Date), the date occurring 30 (thirty) days prior to such Call Option Payment Date shall be considered as the Final Fixing Date.
Final Settlement Date	means the date on which all Secured Obligations have been irrevocably and unconditionally paid and discharged in full to the satisfaction of the Debenture Holders.
Financial Year/ FY	means each period of 12 (twelve) months commencing on April 1 of any calendar year and ending on March 31 of the subsequent calendar year.
Financial Indebtedness	means any indebtedness for or in respect of: <ul style="list-style-type: none"> <li>(a) moneys borrowed;</li> <li>(b) any amount raised by acceptance under any acceptance credit, bill acceptance or bill endorsement facility or</li> </ul>

	<p>dematerialised equivalent;</p> <p>(c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, loan stock or any similar instrument;</p> <p>(d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with the Applicable Accounting Standards, be treated as a finance or capital lease;</p> <p>(e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);</p> <p>(f) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing;</p> <p>(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 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 obligation under any put option in respect of any securities;</p> <p>(j) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution;</p> <p>(k) any corporate/personal guarantee, a letter of comfort or any other similar contractual comfort issued or incurred in respect of a liability incurred by any other third person; and</p> <p>(l) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (k) above.</p>
Final Redemption Date	means May 25, 2029.
Governmental Authority	means any government (central, state or otherwise) or any governmental agency, semi-governmental or judicial or quasi-judicial or administrative entity, department or authority, agency or authority including any stock exchange or any self-regulatory organisation, established under any Applicable Law.
Gross Loan Portfolio	means and includes the outstanding principal amounts of the loans originated by the Issuer on its own books, securitized portfolio as well

	as loans originated on behalf of other entities by entering into partnership agreements but not included on the Issuer's own book.
Gross NPA	mean, in respect of the Issuer's entire assets under management, the assets classified as "gross non-performing assets" in accordance with the NBFC Directions.
Hypothecated Assets	means, collectively, the Hypothecated Assets (Company) and the Hypothecated Assets (SPV).
Hypothecated Assets (Company)	has the meaning given to it in Section 4.19 ( <i>Issue Details</i> ).
Hypothecated Assets (SPV)	has the meaning given to it in Section 4.19 ( <i>Issue Details</i> ).
Initial Fixing Date	means May 25, 2021 (i.e., the Deemed Date of Allotment).
Initial Fixing Level	means the official closing level of the Reference Index on the Initial Fixing Date.
Initial Call Option Payment Date	has the meaning given to it in Section 4.19 ( <i>Issue Details</i> ).
Interest Amounts or Coupon Amounts	<p>means, in respect of any Debenture, the interest or the coupon payable on such Debenture, determined as follows:</p> $IA = FV * [(1 + \text{Annualised Interest Rate})^{(\text{Tenor in Days}/365)} - 1]$ <p>where:</p> <ul style="list-style-type: none"> <li>(a) "IA" is the Interest Amounts;</li> <li>(b) "FV" is the face value of such Debenture; and</li> <li>(c) "Tenor in Days" means: <ul style="list-style-type: none"> <li>(i) where a Call Option has been exercised, the period been the Deemed Date of Allotment and the relevant Call Option Payment Date determined in days; and</li> <li>(ii) where a Call Option has not been exercised, the period been the Deemed Date of Allotment and the Final Redemption Date, determined in days.</li> </ul> </li> </ul>
Information Memorandum	Means this information memorandum issued on May 25, 2021 by the Issuer in respect of the issuance of the Debentures.
Issue	Means this issue of Debentures by the Issuer on a private placement basis.
Issue Closing Date	May 25, 2021
Issue Opening Date	May 25, 2021
Key Shareholder	means Poshika Advisory Services LLP, a limited liability partnership registered under the Limited Liability Partnership Act, 2008.
Listing Period	has the meaning given to it in Section 4.19 ( <i>Issue Details</i> ).
LODR Regulations	means the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015.
Majority Debenture Holders	means such number of Debenture Holders collectively holding more than 50% (fifty percent) of the value of the Outstanding Principal Amounts of the Debentures.
Majority Resolution	means a resolution approved by the Majority Debenture Holders who are present and voting or if a poll is demanded, by the Majority Debenture Holders who are present and voting in such poll.

MLD Guidelines	means the Guidelines for Issue and Listing of Structured Products/Market Linked Debentures issued by SEBI on September 28, 2011, read with Guidelines for Issue and Listing of Structured Products/Market Linked Debentures - Amendments issued by SEBI on July 13, 2020, as may amended/modified and in force from time to time.
Material Adverse Effect	means the effect or consequence of an event, circumstance, occurrence or condition which has caused, as on the date of determination, or could reasonably be expected to cause a material and adverse effect on: <ul style="list-style-type: none"> <li>(a) the financial condition, business or operation of the Issuer which is prejudicial to the ability of the Issuer to perform its obligations under the Transaction Documents;</li> <li>(b) the rights or remedies of the Debenture Holders hereunder or under any other Transaction Documents;</li> <li>(c) the ability of the Issuer or the SPV Trustee to perform its respective obligations under the Transaction Documents; or</li> <li>(d) the legality, validity or enforceability of any of the Transaction Documents.</li> </ul>
N.A.	Not Applicable.
NBFC	Non-banking financial company
NEFT	Means National Electronic Fund Transfer.
NPA	Means non-performing asset.
NRI	Means a non-resident Indian.
NSDL	National Securities Depository Limited.
NBFC Directions	means the Non-Banking Financial Company - Systemically Important Non-Deposit taking Company and Deposit taking Company (Reserve Bank) Directions, 2016 dated September 1, 2016 and/or the Non-Banking Financial Company - Non-Systemically Important Non-Deposit taking Company (Reserve Bank) Directions, 2016 dated September 1, 2016 (each as amended, modified or restated from time to time) as may be applicable read with the RBI's circular no. DOR (NBFC).CC.PD.No.109/22.10.106/2019-20 dated March 13, 2020 on "Implementation of Indian Accounting Standards".
Net NPA	means, in respect of the Issuer's entire assets under management, the Gross NPA less the provisioning made in respect of the Non-Performing Assets.
Non-Performing Assets	mean the assets classified as "non-performing assets" in accordance with the NBFC Directions.
Net Worth	has the meaning given to it in the Act.
Obligor	Means any person to whom loan has been extended by the Issuer and includes its successors or permitted assigns
OCB	Means overseas corporate bodies
Outstanding Amounts	means, on any date, the Outstanding Principal Amounts together with any accrued interest (including any accrued but unpaid/uncrystallised Interest), additional interests, costs, fees, charges, and other amounts payable by the Issuer in respect of the Debentures.
Outstanding Principal Amounts	means, at any date, the principal amounts outstanding under the Debentures.
PAR>60	means, in respect of the Assigned Assets, at any time, the outstanding principal amounts of the Client Loans comprising the Assigned Assets that have one or more instalments of principal, interest, penalty, fee or any other payments overdue for 60 (sixty) days or more to the aggregate of the outstanding principal amounts of the Client Loans

	comprising the Assigned Assets, multiplied by 100, and followed by the "%" symbol.
PAR>90	<p>means, any one or more of the following:</p> <p>(a) in respect of the Issuer's Gross Loan Portfolio (including restructured loans), at any time, the outstanding principal amounts of the Client Loans (including restructured loans) that have one or more instalments of principal, interest, penalty, fee or any other payments overdue for 90 (ninety) days or more, multiplied by 100, and followed by the "%" symbol; and/or</p> <p>(b) in any district where the Issuer is present or any branch of the Issuer, at any time, the outstanding principal amounts of the Client Loans (including restructured loans) that have one or more instalments of principal, interest, penalty, fee or any other payments overdue for 90 (ninety) days or more, multiplied by 100, and followed by the "%" symbol.</p>
PAN	Permanent Account Number.
Pool Cover	has the meaning given to it in Section 4.19 ( <i>Issue Details</i> ).
Private Placement Offer cum Application Letter or PPOA	Means the private placement offer and application letter prepared in compliance with Section 42 of the Act read with the Companies (Prospectus and Allotment of Securities) Rules, 2014.
Purpose	Has the meaning given to it in paragraph 4.19 ( <i>Issue Details</i> ) under row titled " <b>Utilization of the Issue Proceeds</b> " below.
Quarterly Date	means each of March 31, June 30, September 30 and December 31 of a calendar year, and "Quarterly Dates" shall be construed accordingly.
Rating	Means the credit rating for the Debentures from the Rating Agency, which has affirmed a rating of "ACUITE Provisional PPMLD AA+(CE)" to the Issue through its letter dated May 21, 2021.
RBI	Reserve Bank of India.
Rating Agency	Acuite Ratings and Research Limited.
Recovery Expense Fund	means the recovery expense fund established/to be established and maintained by the Issuer in accordance with the provisions of the SEBI Recovery Expense Fund Circular.
Redemption Payment	means, in respect of any Debenture, the aggregate of the face value/Outstanding Principal Amount of such Debenture, and the Interest Amounts in respect of such Debenture calculated in the manner set out in the DTD.
Record Date	Means 15 (Fifteen) calendar days prior to any date on which on which any payment is to be made by the Issuer / the Debenture Trustee to the Debenture Holders in accordance with the terms of the Debentures, on the basis of which, the determination of the persons entitled to receive payment of the Interest Amounts, redemption of principal and other payments, if any, as the case may be, in respect of the Debentures shall be made
Reference Index	means the price of BSE SENSEX 30.
Reference Index Performance	means the performance of the Reference Index on the Final Fixing Date with reference to the Initial Fixing Date, and shall be determined (as a percentage) as the difference of (a) the ratio of (i) the Final Fixing Level, and (ii) the Initial Fixing Level, and (b) 1 (one), multiplied by



	100, and followed by the "%" symbol.
Register of Beneficial Owners	means the register of beneficial owners of the Debentures maintained in the records of the Depository.
Register of Debenture Holders	means the register of debenture holders maintained by the Issuer in accordance with Section 88 of the Act.
Related Party	has the meaning given to it in the Act.
R&T Agent/Registrar/ Registrar and Transfer Agent	Means the registrar and transfer agent appointed for the Issue, being Link Intime India Private Limited Pvt. Ltd.
ROC	Means the jurisdictional registrar of companies.
RTGS	Real Time Gross Settlement.
SEBI	Securities and Exchange Board of India.
SEBI Debt Listing Regulations/Debt Listing Regulations	The Securities and Exchange Board of India (Issue and Listing of Debt Securities) Regulation, 2008 issued by SEBI, as amended from time to time.
SEBI Defaults (Procedure) Circular	means the SEBI circular bearing reference number SEBI/HO/MIRSD/CIR/P/2020/203 dated October 13, 2020 on "Standardisation of procedure to be followed by Debenture Trustee(s) in case of 'Default' by Issuers of listed debt securities".
SEBI Due Diligence Circular	means the SEBI circular bearing reference number SEBI/HO/MIRSD/CIR/P/2020/218 dated November 3, 2020 on "Creation of Security in issuance of listed debt securities and 'due diligence' by debenture trustee(s)".
SEBI Listed Debentures Circulars	means, collectively, the SEBI Defaults (Procedure) Circular, the SEBI Due Diligence Circular, the SEBI Listing Timelines Circular, the SEBI Monitoring Circular, the SEBI Recovery Expense Fund Circular, and (to the extent applicable) the LODR Regulations.
SEBI Listing Timelines Circular	means the SEBI circular bearing reference number SEBI/HO/DDHS/CIR/P/2020/19 dated October 05, 2020 on "Standardization of timeline for listing of securities issued on a private placement basis under: i. SEBI (Issue and Listing of Debt Securities) Regulations, 2008 (SEBI ILDS), ii. SEBI (Issue and Listing of Non-Convertible Redeemable Preference Shares) Regulations, 2013 (SEBI NCRPS), iii. SEBI (Public Offer and Listing of Securitized Debt Instruments and Security Receipts) Regulations, 2008 (SEBI SDI), and iv. SEBI (Issue and Listing of Municipal Debt Securities) Regulations, 2015 (SEBI ILDM)".
SEBI Monitoring Circular	means the SEBI circular bearing reference number SEBI/ HO/ MIRSD/ CRADT/ CIR/ P/ 2020/23 dated November 12, 2020 on "Monitoring and Disclosures by Debenture Trustee(s)".
SEBI Recovery Expense Fund Circular	means the SEBI circular bearing reference number SEBI/HO/MIRSD/CIR/P/2020/207 dated October 22, 2020 on "Contribution by Issuers of listed or proposed to be listed debt securities towards creation of "Recovery Expense Fund".
Secured Obligations	means all present and future obligations (whether actual or contingent and whether owed jointly or severally or in any capacity whatsoever) of the Issuer to the Debenture Holders or the Debenture Trustee under the Debenture Documents, including without limitation, the making of payment of any Interest, redemption of principal amounts, the default interest, additional interest, liquidated damages and all costs, charges, expenses and other amounts payable by the Issuer in respect of the Debentures.
Security Cover	Has the meaning given to it under Section 4.19 ( <i>Issue Details</i> ).

Servicer	means UGRO Capital Limited, appointed as the servicer by the SPV Trustee pursuant to the Servicing Agreement.
Servicing Agreement	means the servicing agreement executed on or about the date of this Information Memorandum between the Servicer and the SPV Trustee, whereby, inter alia, the Servicer is appointed to manage the collection of the loan receivables comprising the Assigned Assets.
Step Up (Credit Event)	means the payment of interest at the applicable Step Up Rate (Credit Event) in accordance with Section 4.19 ( <i>Issue Details</i> ).
Step Up Rate (Credit Event)	Has the meaning given to it under Section 4.19 ( <i>Issue Details</i> ).
Special Majority Debenture Holders	means such number of Debenture Holders collectively holding more than 75% (seventy five percent) of the value of the Outstanding Principal Amounts of the Debentures.
Special Resolution	means resolution approved by the Special Majority Debenture Holders who are present and voting or if a poll is demanded, by the Special Majority Debenture Holders who are present and voting in such poll.
SPV Guarantee	means the deed of guarantee, dated on or about the Effective Date, executed or to be executed by the SPV Trust in favour of the Debenture Trustee (for the benefit of the Debenture Holders).
SPV Trust	means the "Wint Bricks CB-01" trust, a private trust settled in India in accordance with the Indian Trusts Act, 1882 pursuant to the Trust Deed.
SPV Trustee	means the trustee of the SPV Trust, being Catalyst Trusteeship Limited
SPV Trust Property	means, collectively, the property belonging to the SPV Trust, as may be determined in accordance with the Trust Deed and the other Transaction Documents
Structurer	means Fourdegreewater Private Limited, a company incorporated under the Companies Act, 2013 having its registered office at Plot No. 2, Krushna Colony, Near M.S.E.B Colony, Jail Road, Nashik Road, Nashik 422101, Maharashtra.
Stressed Assets Framework	means the RBI's circular no. DBR.No.BP.BC.45/21.04.048/2018-19 dated June 7, 2019 on "Prudential Framework for Resolution of Stressed Assets", as may be amended, modified or restated from time to time.
Tangible Net Worth	means, with respect to any person, the amount paid up on such person's issued equity share capital, compulsorily convertible instruments and any amount standing to the credit of its reserves, less equity or equity-like investments. goodwill, deferred tax assets and other intangible assets.
Tax Deduction or TDS	means a deduction or withholding for or on account of Tax from a payment under a Debenture Document pursuant to Applicable Law.
Tax	means any present or future tax, levy, duty, charge, fees, deductions, withholdings, surcharges, cess, turnover tax, transaction tax, stamp tax or other charge of a similar nature (including any penalty or interest payable on account of any failure to pay or delay in paying the same), now or hereafter, imposed pursuant to any Applicable Law or by any Governmental Authority and as maybe applicable in relation to the payment obligations of the Issuer under the DTD.
Tier I Capital	has the meaning given to it in the NBFC Directions.
Tier II Capital	has the meaning given to it in the NBFC Directions.

Transaction Documents	means, collectively, the Cover Pool Documents, and the Debenture Documents, and "Transaction Document" shall be construed accordingly.
Total Assets	means, for any date of determination, the total Assets of the Issuer on such date.
Transaction Security	Has the meaning given to it under Section 4.19 ( <i>Issue Details</i> )
Trust Deed	means the declaration of trust dated May 25, 2021 made by the Catalyst Trusteeship limited (in its capacity as the settlor) in respect of the "Wint Bricks CB-01" trust.
Valuation Agent or Valuation Agency	Means ICRA Analytics Limited, an AMFI appointed valuation agency as stipulated by SEBI vide circular no. CIR/IMD/DF/17/2011 dated September 28, 2011, as amended from time to time.
Uncovered Period	means the period during which the aggregate of the outstanding principal amounts under the Client Loans comprising the Hypothecated Assets (SPV), is less than 1.25 (one decimal two five) times the Outstanding Amounts. For the purposes of ascertaining the Uncovered Period, Client Loans which are classified as "60 (sixty) days-past-due" will not be considered.
WDM	Wholesale Debt Market segment of the BSE.
Wilful Defaulter	Means an Issuer who is categorized as a wilful defaulter by any Bank or financial institution or consortium thereof, in accordance with the guidelines on wilful defaulters issued by the Reserve Bank of India and includes an issuer whose director or promoter is categorized as such.
XIRR	means the internal rate of return calculated using the XIRR function in Microsoft Excel software.

## SECTION 2: NOTICE TO INVESTORS AND DISCLAIMERS

### 2.1 ISSUER'S DISCLAIMER

This Information Memorandum 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 the Debentures to be listed on the WDM segment of the BSE is being made strictly on a private placement basis. 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 Information Memorandum does not constitute and shall not be deemed to constitute an offer or invitation to subscribe to the Debentures to the public in general.

As per the applicable provisions, it is not necessary for a copy of this Information Memorandum to be filed or submitted to the SEBI for its review and/or approval. However pursuant to the provisions of Section 42 of the Act read with the Companies (Prospectus and Allotment of Securities) Rules, 2014, the copy of this Information Memorandum shall be filed with the ROC and SEBI within the stipulated timelines under the Companies Act.

This Information Memorandum has been prepared in conformity with the SEBI Debt Listing Regulations as amended from time to time and the applicable RBI circulars governing private placements of debentures by NBFCs. This Information Memorandum has been prepared solely to provide general information about the Issuer to the Eligible Investors to whom it is addressed and who are willing and eligible to subscribe to the Debentures. This Information Memorandum does not purport to contain all the information that any Eligible Investor may require. Further, this Information Memorandum has been prepared for informational purposes relating to this transaction only and upon the express understanding that it will be used only for the purposes set forth herein.

Neither this Information Memorandum nor any other information supplied in connection with the Debentures is intended to provide the basis of any credit or other evaluation and any recipient of this Information Memorandum should not consider such receipt as a recommendation to subscribe to any Debentures. Each Investor ("Investor") contemplating subscription to 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. Investors 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 and should possess the appropriate resources to analyse such investment and the suitability of such investment to such Investor's particular circumstances.

The Issuer confirms that, as of the date hereof, this Information Memorandum (including the documents incorporated by reference herein, if any) contains all the information that is material in the context of the Issue and regulatory requirements in relation to the Issue and is accurate in all such material respects. No person has been authorized to give any information or to make any representation not contained or incorporated by reference in this Information Memorandum or in any material made available by the Issuer to any Investor pursuant hereto and, if given or made, such information or representation must not be relied upon as having being authorized by the Issuer. The Issuer certifies that the disclosures made in this Information Memorandum are adequate and in conformity with the SEBI Debt Listing Regulations. Further, the Issuer accepts no responsibility for statements made otherwise than in the Information Memorandum or any other material issued by or at the instance of the Issuer and anyone placing reliance on any source of information other than this Information Memorandum would be doing so at its own risk.

This Information Memorandum and the contents hereof are restricted only for the intended recipient(s) who have been addressed directly and specifically through a communication by the Issuer and only such recipients are eligible to apply for the Debentures. All Investors are required to comply with the relevant regulations/guidelines applicable to them for investing in this Issue. The contents of this Information Memorandum are intended to be used only by those Investors to whom it is distributed. It is not intended for distribution to any other person and should not be reproduced by the recipient.

No invitation is being made to any persons other than those to whom Application Forms along with this Information Memorandum being issued have been sent. Any application by a person to whom the Information Memorandum has not been sent by the Issuer shall be rejected without assigning any reason.

The person who is in receipt of this Information Memorandum shall not reproduce or distribute in whole or part or make any announcement in public or to a third party regarding the contents hereof without the consent of the

Issuer. The recipient agrees to keep confidential all information provided (or made available hereafter), including, without limitation, the existence and terms of the Issue, any specific pricing information related to the Issue or the amount or terms of any fees payable to us or other parties in connection with the Issue. This Information Memorandum may not be photocopied, reproduced, or distributed to others at any time without the prior written consent of the Issuer. Upon request, the recipients will promptly return all material received from the Issuer (including this Information Memorandum) without retaining any copies hereof. If any recipient of this Information Memorandum decides not to participate in the Issue, that recipient must promptly return this Information Memorandum and all reproductions whether in whole or in part and any other information statement, notice, opinion, memorandum, expression or forecast made or supplied at any time in relation thereto or received in connection with the Issue to the Issuer.

The Issuer does not undertake to update the Information Memorandum to reflect subsequent events after the date of Information Memorandum 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 Information Memorandum nor any sale of Debentures made hereafter 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 Information Memorandum does not constitute, nor may it be used for or in connection with, an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorized 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 Information Memorandum in any jurisdiction where such action is required. Persons into whose possession this Information Memorandum comes are required to inform themselves about and to observe any such restrictions. The Information Memorandum is made available to Investors in the Issue on the strict understanding that it is confidential.

## **2.2 DISCLAIMER CLAUSE OF STOCK EXCHANGES**

As required, a copy of this Information Memorandum has been filed with the BSE in terms of the SEBI Debt Listing Regulations. It is to be distinctly understood that submission of this Information Memorandum to the BSE should not in any way be deemed or construed to mean that this Information Memorandum has been reviewed, cleared, or approved by the BSE; nor does the BSE in any manner warrant, certify or endorse the correctness or completeness of any of the contents of this Information Memorandum, nor does the BSE warrant that the Issuer's Debentures will be listed or will continue to be listed on the BSE; nor does the BSE take any responsibility for the soundness of the financial and other conditions of the Issuer, its promoters, its management or any scheme or project of the Issuer.

## **2.3 DISCLAIMER CLAUSE OF SEBI**

As per the provisions of the SEBI Debt Listing Regulations, it is not stipulated that a copy of this Information Memorandum has to be filed with or submitted to the SEBI for its review / approval. It is to be distinctly understood that this Information Memorandum should not in any way be deemed or construed to have been approved or vetted by SEBI and that this Issue is not recommended or approved by SEBI. SEBI does not take any responsibility either for the financial soundness of any proposal for which the Debentures issued thereof is proposed to be made or for the correctness of the statements made or opinions expressed in this Information Memorandum. However, the Issuer undertakes to file this Information Memorandum and/or the Private Placement Offer Letter with SEBI within 20 (twenty) days from the Deemed Date of Allotment as per the provisions of the Act and the rules thereunder.

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

This Issue is made in India to the Eligible Investors, who shall be/have been identified upfront by the Issuer. This Information Memorandum does not constitute an offer to sell or an invitation to subscribe to Debentures offered hereby to any person to whom it is not specifically addressed. Any disputes arising out of this Issue will be subject to the exclusive jurisdiction of the courts and tribunals at Mumbai, India. This Information Memorandum does not constitute an offer to sell or an invitation to subscribe to the Debentures herein, in any other jurisdiction to any person to whom it is unlawful to make an offer or invitation in such jurisdiction.

## **2.5 DISCLAIMER IN RESPECT OF RATING AGENCIES**

Ratings are opinions on credit quality and are not recommendations to sanction, renew, disburse or recall the concerned bank facilities or to buy, sell or hold any security. The Rating Agency has based its ratings on information obtained from sources believed by it to be accurate and reliable. The Rating Agency does not, however, guarantee the accuracy, adequacy or completeness of any information and is not responsible for any errors or omissions or for the results obtained from the use of such information. Most entities whose bank facilities/instruments are rated by the Rating Agency have paid a credit rating fee, based on the amount and type of bank facilities/instruments.

## **2.6 ISSUE OF DEBENTURES IN DEMATERIALISED FORM**

The Debentures will be issued in dematerialised form. The Issuer has made arrangements with the Depositories for the issue of the Debentures in dematerialised form. Investors will have to hold the Debentures in dematerialised form as per the provisions of Depositories Act. The Issuer shall take necessary steps to credit the Debentures allotted to the beneficiary account maintained by the Investor with its depository participant. The Issuer will make the Allotment to Investors on the Deemed Date of Allotment after verification of the Application Form, the accompanying documents and on realisation of the Application Money.

## **2.7 DISCLAIMER OF THE RESERVE BANK OF INDIA**

The Debentures have not been recommended or approved by the RBI nor does RBI guarantee the accuracy or adequacy of this document. It is to be distinctly understood that this document should not, in any way, be deemed or construed that the securities have been recommended for investment by the RBI. It does not take any responsibility either for the financial soundness of the Issuer, or the securities being issued by the Issuer or for the correctness of the statements made or opinions expressed in this document. Investors may make investment decision in the securities offered in terms of this Information Memorandum solely on the basis of their own analysis and RBI does not accept any responsibility about servicing/ repayment of such investment.

## **2.8 DISCLAIMER OF THE STRUCTURER**

The Issuer hereby declares that it has exercised due-diligence to ensure complete compliance with prescribed disclosure norms in this Information Memorandum and/or the PPOA. Without limiting the foregoing, the Structurer is not acting, and has not been engaged to act, as an underwriter, merchant banker or other intermediary with respect to the Debentures. The Issuer is solely responsible for the truth, accuracy and completeness of all the information provided in the Debt Disclosure Documents. Neither is the Structurer responsible for preparing, clearing, approving, scrutinizing or vetting the Debt Disclosure Documents, nor is the Structurer responsible for doing any due-diligence for verification of the truth, correctness or completeness of the contents of the Debt Disclosure Documents. The Structurer shall be entitled to rely on the truth, correctness and completeness of the Debt Disclosure Documents. It is to be distinctly understood that the aforesaid use of the Debt Disclosure Documents by the Structurer should not in any way be deemed or construed to mean that the Debt Disclosure Documents has been prepared, cleared, approved, scrutinized or vetted by the Structurer. Nor should the contents of the Debt Disclosure Documents in any manner be deemed to have been warranted, certified or endorsed by the Structurer as to the truth, correctness or completeness thereof. Each recipient must satisfy itself as to the accuracy, reliability, adequacy, reasonableness or completeness of the Debt Disclosure Documents.

The Structurer has not conducted any due diligence review on behalf or for the benefit of the Debenture Trustee or any of the Debenture Holders. Each of the Debenture Holders should conduct such due diligence on the Issuer and the Debentures as it deems appropriate and make its own independent assessment thereof.

Distribution of the Debt Disclosure Documents does not constitute a representation or warranty, express or implied by the Structurer that the information and opinions herein will be updated at any time after the date of the Debt Disclosure Documents. The Structurer does not undertake to notify any recipient of any information coming to the attention of the Structurer after the date of the Debt Disclosure Documents. No responsibility or liability or duty of care is or will be accepted by the Structurer for updating or supplementing the Debt Disclosure Documents nor for providing access to any additional information as further information becomes available.

Neither the Structurer nor any of their respective directors, employees, officers or agents shall be liable for any direct, indirect or consequential loss or damage suffered by any person as a result of relying on any statement in or omission from this Information Memorandum or in any other information or communications made in connection with the Debentures. The Structurer is acting for the Issuer in relation to the Issue of the Debentures and not on behalf of the recipients of the Debt Disclosure Documents. The receipt of the Debt Disclosure Documents by any recipient is not to be constituted as the giving of investment advice by the Structurer to that recipient, nor to constitute such a recipient a customer of the Structurer. The Structurer is not responsible to any other person for providing the protection afforded to the customers of the Structurer nor for providing advice in relation to the Debentures.

## **2.9 ELIGIBILITY OF THE ISSUER TO COME OUT WITH THE ISSUE**

The Issuer has not been prohibited from accessing the capital market under any order or directions passed by SEBI.

## **2.10 FORWARD LOOKING STATEMENTS**

All statements in this Information Memorandum that are not statements of historical fact constitute “forward looking statements”. All statements regarding the Issuer’s expected financial condition and results of operations, business, plans and prospects are forward looking statements. These forward-looking statements and any other projections contained in this Information Memorandum are predictions and involve known and unknown risks, uncertainties and other factors that may cause the Issuer’s actual results, performance and achievements to be materially different from any future results, performance or achievements expressed or implied by such forward looking statements or other projections. The forward-looking statements, if any, contained in this Information Memorandum are based on the beliefs of the management of the Issuer, as well as the assumptions made by and information available to management as at the date of this Information Memorandum. There can be no assurance that the expectations will prove to be correct. The Issuer expressly disclaims any obligation or undertaking to release any updated information or revisions to any forward-looking statements contained herein to reflect any changes in the expectations or assumptions with regard thereto or any change in the events, conditions or circumstances on which such statements are based. Given these uncertainties, recipients are cautioned not to place undue reliance on such forward-looking statements. All subsequent written and oral forward-looking statements attributable to the Issuer are expressly qualified in their entirety by reference to these cautionary statements.

## **2.11 CAUTIONARY NOTE**

The Investors acknowledge by the receipt of this Information Memorandum 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) understand that the Issuer has not provided, and will not provide, any material or other information regarding the Debentures, except as included in the Information Memorandum, (iii) have not requested the Issuer to provide it with any such material or other information, (iv) have not relied on any investigation that any person acting on their behalf may have conducted with respect to the Debentures, (v) have made their own investment decision regarding the Debentures, (vi) have had access to such information as deemed necessary or appropriate in connection with purchase of the Debentures, 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.

### **SECTION 3: RISK FACTORS**

Data contained throughout this Information Memorandum has been supplied by the Issuer and the same has not been verified from any independent sources (including the original source documents). In the absence of independent verification, neither the legal advisors nor any of the intermediaries are or can be held responsible for the correctness, completeness or the adequacy of the data contained herein.

The Issuer believes that there are certain factors that may affect its ability to fulfil its obligations in respect of the Debentures. All these factors are contingencies which may or may not occur and the Issuer is not able to express a view on the likelihood of any such contingency occurring. In addition, there are certain factors which are material for assessing the market risks associated with the Debentures. The Issuer believes that the factors described below represent the principal risks inherent in investing in Debentures, but the inability of the Issuer to pay interest, or other amounts on or in connection with any Debentures may occur for other reasons and the Issuer does not represent that the statements below regarding the risks of holding any Debentures are exhaustive. Prospective investors should also read the detailed information set out elsewhere in this Information Memorandum and reach their own views prior to making any investment decision. Such Investors are strongly recommended to consult with their financial, legal, tax and other professional advisors before making any investment decision.

The following are the risks envisaged by the management and Investors should consider the following risk factors carefully for evaluating the Issuer and its business before making any investment decision. Unless the context requires otherwise, the risk factors described below apply to the Issuer only. The risks have been quantified wherever possible. If any one of the following stated risks occur, the Issuer's business, financial conditions and results of operations could suffer and therefore the value of the Issuer's debt securities could decline.

Investors are advised to carefully read these key risks associated with the Debentures. These risks are not and are not intended to be a complete list of, all risks and considerations relevant to the Debentures or your decision to purchase the Debentures. This Information Memorandum is not, and does not purport to be, an investment advice.

#### **3.1 REPAYMENT IS SUBJECT TO THE CREDIT RISK OF THE ISSUER.**

Investors should be aware that receipt of the principal amount, (i.e. the redemption amount) and any other amounts that may be due in respect of the Debentures is subject to the credit risk of the Issuer whereby the investor(s) may or may not recover all or part of the funds in case of default by the Issuer. Investors assume the risk that the Issuer will not be able to satisfy their obligations under the Debentures. In the event that bankruptcy proceedings or composition, scheme of arrangement or similar proceedings to avert bankruptcy are instituted by or against the Issuer, the payment of sums due on the Debentures may not be made or may be substantially reduced or delayed.

#### **3.2 INCREASING COMPETITIVE ENVIRONMENT FOR BUSINESS**

The successful implementation of the Company's growth plans depends on its ability to face the competition. The main competitors of the Company are NBFCs, financial institutions and banks, alternate investment funds, private wealth management, offshore investors. The Company, being a non-deposit taking NBFC, does not have access to low cost deposits. Many of its competitors may have significantly greater financial, technical, marketing and other resources. Many of them also offer a wider range of services and financial products than the Company does and have greater brand recognition and a larger client base.

#### **3.3 CREDIT RISK OF BORROWERS**

Any lending and investment activity by the Company is exposed to credit risk arising from interest / repayment default by borrowers and other counterparties. As an NBFC, the Company has lent money for various maturities and with varying security to a variety of clients. The Company is exposed to the risk of such third parties which owe money, securities or other assets not performing their obligations due to various reasons.

The Company has a systematic credit evaluation process and monitors its asset portfolio on a regular basis to detect any material development, and constantly evaluate the changes and developments in sectors in which it



has substantial exposure. Despite these efforts, there can be no assurance that repayment default will not occur and/or there will be no adverse effect on the Company's financial results and/or operations as a result thereof.

In performing its credit assessment, the Company relies primarily on information furnished by or on behalf of its borrowers, including financial information, based on which the Company performs its credit assessment. The Company may also depend on certain representations and undertakings as to the accuracy, correctness and completeness of information, and the verification of the same by agencies to which such functions are outsourced. Any such information if materially misleading may increase the risk of default and could adversely impact the financial condition, financial results and/or operations of the Company.

### **3.4 COLLATERAL RISK**

A substantial portion of the Company's gross loan portfolio is secured by assets, moveable and immoveable. The value of the security/collateral granted in favour of the Company, as the case may be, may decline due to adverse market and economic conditions (both global and domestic), delays in insolvency, winding up and foreclosure proceedings, defects in title, difficulty in locating moveable assets, inadequate documentation in respect of assets secured and the necessity of obtaining regulatory approvals for the enforcement of the Company's security over the assets comprising its security and the Company may not be able to recover the estimated value of the assets, thus exposing it to potential losses.

### **3.5 LEGAL RISK**

Enforcement proceedings before Indian courts may be time consuming and could expose the Company to potential losses. Although the Company regularly reviews its credit exposures, defaults may arise from events or circumstances that are difficult to detect or foresee.

### **3.6 CREDIT RISK OF THE COMPANY**

Investors should be aware that receipt of principal amount and any other amounts that may be due in respect of the Debentures is subject to the credit risk of the Company. If bankruptcy proceedings or composition, scheme of arrangement or similar proceedings to avert bankruptcy are instituted by or against the Company, the payment of sums due on the Debentures may be substantially reduced or delayed.

### **3.7 NON-PERFORMING ASSETS ("NPA")**

The Company makes provisions for NPAs in accordance with the provisions prescribed by the RBI. The Company believes that its overall financial profile and capitalization levels provide significant risk mitigation. However, the occurrence of NPAs or an increase in the level of NPAs may adversely affect the Company's business, financial results and/or operations.

### **3.8 INTEREST RATE RISK**

The Company's interest income from lending is dependent upon interest rates and their movement. Interest rates are highly sensitive to many factors beyond the control of the Company, including the monetary policies of the RBI, domestic and international economic and political conditions, inflation and other factors. Due to these factors, interest rates in India have historically experienced a relatively high degree of volatility. Consequently, there can be no assurance that significant interest rate movements will not have an adverse effect on the Company's financial results and/or operations.

### **3.9 ACCESS TO CAPITAL MARKETS AND COMMERCIAL BORROWINGS**

With the growth of its business, the Company will increasingly rely on funding from the debt capital markets and commercial borrowings. The Company's growth and financial performance will depend on its continued ability to access funds at competitive rates which in turn will depend on various factors including its ability to maintain its credit ratings.

### **3.10 OPERATIONAL AND SYSTEM RISK**

The Company is faced with operational and system risks, which may arise because of various factors, viz., improper authorizations, failure of employees to adhere to approved procedures, inappropriate documentation, failure in maintenance of proper security policies, frauds, inadequate training and employee errors. Further, the Company also faces security risk in terms of system failures, information system disruptions, communication systems failure which involves certain risks like data loss, breach of confidentiality and adverse effect on business continuity and network security.

If any of the systems do not operate properly or are disabled or if other shortcomings or failures in internal processes or systems are to arise, this could affect the Company's operations and/or result in financial loss, disruption of the Company's businesses, regulatory intervention and/or damage to its reputation. In addition, the Company's ability to conduct business may be adversely impacted by a disruption (i) in the infrastructure that supports its businesses and (ii) in the localities in which it is located.

### **3.11 ANY INABILITY OF THE COMPANY TO ATTRACT OR RETAIN TALENTED PROFESSIONALS MAY IMPACT ITS BUSINESS OPERATIONS**

The business in which the Company operates is very competitive and ability to attract and retain quality talent impacts the successful implementation of growth plans. The Company may lose business opportunities and its business would suffer if such required manpower is not available on time. The inability of the Company to replace manpower in a satisfactory and timely manner may adversely affect its business and future financial performance.

### **3.12 EMPLOYEE MISCONDUCT**

Any kind of employee misconduct may impair the Company's ability to service clients. It is not always possible to deter employee misconduct and the precautions the Company takes to detect and prevent this activity may not be effective in all cases.

### **3.13 DOWNGRADING IN CREDIT RATING**

Acuite Rating and Research Limited has assigned 'ACUITE Provisional PPMLD AA+(CE)' rating to the Debentures. The Company cannot guarantee that this rating will not be downgraded. In the event of deterioration in the financial health of the Company, there is a possibility that the rating agency may downgrade the rating of the Debentures. In such cases, Investors may have to take losses on re-valuation of their investment or make provisions towards sub-standard/ non-performing investment as per their usual norms. Such a downgrade in the credit rating may lower the value of the Debentures and/or the Company's ability to meet its obligations in respect of the Debentures could be affected.

### **3.14 DECISIONS MAY BE MADE ON BEHALF OF ALL DEBENTURE HOLDERS THAT MAY BE AVERSE TO THE INTEREST OF INDIVIDUAL DEBENTURE HOLDERS**

The terms of the Debentures contain provisions for calling meetings of Debenture holders to consider matters affecting their interests generally. These provisions permit defined majorities to bind all Debenture Holders including Debenture Holders who did not attend and vote at the relevant meeting and Debenture Holders who voted in a manner contrary to the majority.

### **3.15 NO DEBENTURE REDEMPTION RESERVE**

As per the provisions of sub-rule 7 of Rule 18 of the Companies (Share Capital and Debentures) Rules, 2014, NBFCs registered with RBI are exempt from the requirement of creation of debenture redemption reserve in respect of privately placed debentures. Pursuant to this rule, the Company does not intend to create any such reserve funds for the redemption of the Debentures.

### **3.16 SECURITY MAY BE INSUFFICIENT TO REDEEM THE DEBENTURES**

If the Company is unable to meet its payment and other obligations towards Investors under the terms of the Debentures, the Debenture Trustee may enforce the Transaction Security as per the terms of the Debenture Trust Deed and other related Transaction Documents. The Investors recovery in relation to the Debentures will be subject to (i) the market value of the property offered as security, and (ii) finding a willing buyer for such security at a price sufficient to repay the Investors' amounts outstanding under the Debentures.

### **3.17 TAX AND OTHER CONSIDERATIONS**

Special tax, accounting and legal considerations may apply to certain types of Investors. Investors are urged to consult with their own financial, legal, tax and other professional advisors to determine any financial, legal, tax and other implications of an investment into the Debentures.

### **3.18 THE DEBENTURES MAY BE ILLIQUID**

The Company intends to list the Debentures on the WDM segment of the BSE. The Company cannot provide any guarantee that the Debentures will be frequently traded on the Stock Exchange and that there would be any market for the Debentures. It is not possible to predict if and to what extent a secondary market may develop for the Debentures or at what price the Debentures will trade in the secondary market or whether such market will be liquid or illiquid. The fact that the Debentures may be so listed or quoted or admitted to trading does not necessarily lead to greater liquidity than if they were not so listed or quoted or admitted to trading.

The Company may, but is not obliged to, at any time purchase the Debentures at any price in the market or by tender or private agreement. Any Debentures so purchased may be resold or surrendered for cancellation. The more limited the secondary market is, the more difficult it may be for holders of the Debentures to realize value for the Debentures prior to settlement of the Debentures. Further, the Company may not be able to issue any further Debentures, in case of any disruptions in the securities market.

### **3.19 FUTURE LEGAL AND REGULATORY OBSTRUCTIONS**

Future government policies and changes in laws and regulations in India (including their interpretation and application to the operations of the Company) and comments, statements or policy changes by any regulator and any regulatory action, including but not limited to SEBI or RBI, may adversely affect the Debentures, and restrict the Company's ability to do business. The timing and content of any new law or regulation is not within the Company's control and such new law, regulation, comment, statement or policy change could have an adverse effect on its business, financial results and/or operations. Further, SEBI, the relevant Stock Exchange(s) or other regulatory authorities may require clarifications on this Information Memorandum, which may cause a delay in the issuance of Debentures or may result in the Debentures being materially affected or even rejected.

### **3.20 MATERIAL CHANGES IN REGULATIONS TO WHICH THE COMPANY IS SUBJECT**

NBFCs in India are subject to detailed supervision and regulation by the RBI, though currently NBFCs not accepting public deposits are exempt from many provisions. In addition, the Company is generally subject to changes in Indian law, as well as to changes in regulations and policies and accounting principles. The RBI also requires the Company to make provisions in respect of NPAs.

Any changes in the regulatory framework affecting NBFCs including risk weights on assets and/or provisioning norms for NPAs and/or capital adequacy requirements could adversely affect the profitability of the Company or its future financial performance by requiring a restructuring of its activities, increasing costs or otherwise. The Company is classified as a NBFC-ND-SI as defined in the RBI guidelines, which is subject to certain statutory, regulatory, exposure and prudential norms and this may limit the flexibility of the Company's loans, investments and other products.

### **3.21 COMPANY'S INDEBTEDNESS AND COVENANTS IMPOSED BY ITS FINANCING ARRANGEMENTS MAY RESTRICT ITS ABILITY TO CONDUCT ITS BUSINESS**

The Company's financing arrangements may require it to maintain certain security cover for some of its borrowings. Should there be any breach of financial or other covenants of any financing arrangement and such breach continues beyond the stipulated cure period (if any), the Company may be subjected to various consequences because of such default including forced repayment of such borrowings. Further, under some of the financing arrangements, the Company may be required to inform/ obtain prior approval of the lenders/ debenture holders/ debenture trustee for various actions. This may restrict/ delay some of the actions/ initiatives of the Company from time to time.

### **3.22 A SLOWDOWN IN ECONOMIC GROWTH IN INDIA**

The Company's performance and the quality and growth of its assets are necessarily dependent on the health of the overall Indian economy. A slowdown in the Indian economy may adversely affect its business, including its ability to enhance its asset portfolio and the quality of its assets, and its ability to implement certain measures could be adversely affected by a movement in interest rates, or various other factors affecting the growth of industrial, manufacturing and services sector or a general downtrend in the economy. Any adverse revision to India's credit rating for domestic and international debt by international rating agencies may adversely impact the Company's ability to raise additional financing and the interest rates and other commercial terms at which such additional financing is available.

### **3.23 POLITICAL INSTABILITY OR CHANGES IN THE GOVERNMENT COULD DELAY FURTHER LIBERALIZATION OF THE INDIAN ECONOMY AND ADVERSELY AFFECT ECONOMIC CONDITIONS IN INDIA GENERALLY**

A slowdown in the economic liberalization, or a reversal of policy actions already taken could have an adverse effect on the Company's business. Financial difficulties and other problems in certain financial institutions in India could cause the Company's business to suffer. The Company is exposed to the risks of the Indian financial system, which in turn may be affected by financial difficulties, trends and other problems faced by certain Indian financial institutions. The problems faced by such Indian financial institutions and any instability in or difficulties faced by the Indian financial system generally could create an adverse market perception about Indian financial institutions, banks and NBFCs. This in turn could adversely affect the Company's business, its future financial performance and its shareholders' funds.

### **3.24 ACTS OF GOD, TERRORIST ATTACKS, CIVIL UNREST AND OTHER ACTS OF VIOLENCE OR WAR INVOLVING INDIA AND OTHER COUNTRIES COULD ADVERSELY AFFECT THE FINANCIAL MARKETS AND THE COMPANY'S BUSINESS**

Any occurrence, event or incident of which it becomes aware which might adversely affect the Issuer or affect its ability to perform its obligations under this Information Memorandum, any event or act of god such as earthquake, pandemic, flood, war, tempest or typhoon, etc. as well as the happening of any lockouts, shut-downs, fires or other similar happenings which could be expected to adversely impact the day-to-day functioning or the business of the Issuer. All the obligations/duties/performances of Issuer shall be suspended during the subsistence of Force Majeure and if the Force Majeure subsist for the period of more than 90 days then Issuer shall be entitled to terminate/end/forego its duties or responsibilities related to and under this Information Memorandum.

### **3.25 GENERAL RISK FACTORS**

Investment in debt and debt related securities involve a degree of risk and investors should not invest any funds in the debt instruments, unless they can afford to take the risks attached to such investments. Investors are advised to read the risk factors carefully before taking an investment decision in this Issue. For taking an investment decision, the investors must rely on their own examination of the Company, this Information Memorandum issued in pursuance hereof and the Issue including the risks involved. The Issue has not been recommended or approved by SEBI or RBI nor does SEBI or RBI guarantee the accuracy or adequacy of this Information Memorandum.

### 3.26 PRODUCT RELATED RISK FACTORS

A. **The composition of the securities underlying the Underlying Index to which a Debenture may be linked may change over time.**

The composition of the constituents of the Underlying Index to which the Debentures are linked may change over time. The Underlying Index sponsor may, in its sole discretion, add, delete or substitute the securities underlying the index or make other methodological changes required by certain corporate events relating to the securities underlying the Underlying Index that could change the value of the index. There may be additions to the securities in Underlying Index to which the Debenture Holders may not want exposure, or deletions of securities to which they would want exposure. The Debenture Holders should not place undue reliance on the creditworthiness, business plans or prospects or other factors relating to any particular issuer of constituents of Underlying Index as of the date hereof.

B. **Structure Risks**

The Debentures being structured debentures are sophisticated instruments which involve a significant degree of risk and are intended for sale only to those Investors capable of understanding the risks involved in such instruments. Please note that both the return on the Debentures and the return of the principal amount in full are at risk if the Debentures are not held till, or for any reason have to be sold or redeemed, before the Final Redemption Date. The Debentures are a principal protected product only upon maturity.

The Debentures are structured and are complex and an investment in such a structured product may involve a higher risk of loss of a part of the initial investment as compared to investment in other securities unless held till the Final Redemption Date. The Debenture Holder shall receive at least the face value of the Debenture only if the Investor holds and is able to hold the Debentures till the Final Redemption Date. Prior to investing in the Debentures, a prospective Investor should ensure that such prospective Investor understands the nature of all the risks associated with the investment in order to determine whether the investment is suitable for such prospective Investor in light of such prospective Investor's experience, objectives, financial position and other relevant circumstances. Prospective Investors should independently consult with their legal, regulatory, tax, financial and/or accounting advisors to the extent the prospective Investor considers necessary in order to make their own investment decisions.

An investment in Debentures where the payment of premium (if any), and/or coupon and/or other consideration (if any) payable or deliverable thereon is determined by reference to one or more equity or debt securities, indices, baskets, formulas or other assets or basis of reference will entail significant risks not associated with a conventional fixed rate or floating rate debt security. Such risks include, without limitation, changes in the level or value of the relevant underlying equity or debt securities or basket or index or indices of equity or debt securities or other underlying asset or basis of reference and the holder of the Debentures may receive a lower (or no) amount of premium, coupon or other consideration than the holder expected. The Company has no control over a number of matters that are important in determining the existence, magnitude and longevity of such risks and their results, including, but not limited to, economic, financial and political events. In addition, if an index or formula used to determine any amounts payable or deliverable in respect of the Debentures contains a multiplier or leverage factor, the effect of any change in such index or formula will be magnified. In recent times, the values of certain indices, baskets and formulas have been volatile and volatility in those and other indices, baskets and formulas may occur in the future.

C. **Model Risk**

Investment in the Debentures is subject to model risk. The Debentures are created on the basis of complex mathematical models involving multiple derivative exposures which may or may not be hedged and the actual behaviour of the securities selected for hedging may significantly differ from the returns predicted by the mathematical models.

**D. Credit Risk**

While the repayment of sums due at maturity is provided by the Issuer, investors should be aware that receipt of any coupon payment and principal amount at maturity on the Debentures is subject to the credit risk of the Issuer. Investors assume the risk that the Company will not be able to satisfy their obligations under the Debentures and investors may or may not recover all or part of the principal amount in case of default by the Issuer.

Any stated credit rating of the Company reflects the independent opinion of the referenced rating agency as to the creditworthiness of the rated entity but is not a guarantee of credit quality of the Company. Any downgrading of the credit ratings of the Company or its parent or affiliates, by any rating agency could result in a reduction in the value of the Debentures. In the event that bankruptcy proceedings or composition, scheme of arrangement or similar proceedings to avert bankruptcy are instituted by or against the Company, the payment of sums due on the Debentures may be substantially reduced or delayed.

**E. The Debenture Holders should consult their own tax, legal, accounting experts to determine the impact of any change in valuation, returns etc. of these debentures in case of any prepayment or early redemption or premature exit by the Company relating to Debentures due to linkages to the reference asset**

An investment in Debentures that has payments of principal, coupon or both, indexed to the value of any equity share, index or any other rate, asset or index, or a basket including one or more of the foregoing and /or to the number of observation of such value falling within or outside a pre-stipulated range (each of the foregoing, a "Reference Value") will entail significant risks not associated with a conventional fixed rate or floating rate debt security. Such risks include, without limitation, changes in the applicable Reference Value and how such changes will impact the amount of any principal or coupon payments linked to the applicable Reference Value. The Company has no control over a number of matters that are important in determining the existence, magnitude and longevity of such risks and their results, including economic, financial and political events. Past performance of any Reference Value to which any principal or coupon payments may be linked is not necessarily indicative of future performance. Investors should be aware that a Reference Value may go down as well as up and/or be volatile and the resulting impact such changes will have on the amount of any principal or coupon payments will depend on the applicable index formula. The Debenture Holder shall receive at least the face value of the Debenture only if the investor holds and is able to hold the Debentures and the Debentures are not sold or redeemed or bought back till the Maturity Date.

If so specified, the early redemption amount, if any, may in certain circumstances be determined by the Valuation Agency(ies) based upon the market value of the Debentures less any costs associated with unwinding any hedge positions relating to the Debentures. In the event the terms and conditions do not provide for a minimum redemption amount even in the event of an early redemption, then on such occurrence a holder may receive less than 100.00% of the principal amount. In case of principal/capital protected market linked debentures, the principal amount is subject to the credit risk of the Issuer whereby the Debenture Holder may or may not recover all or part of the funds in case of default by the Issuer. However, if the Debentures are held till the Maturity Date, subject to credit risk of the Issuer, the Debenture Holder of the Debenture will receive at least the principal amount.

The Debentures are likely to be less liquid than conventional fixed or floating rate debt instruments. No representation will be made as to the existence of a market for the Debentures. While the Company intends under ordinary market conditions to indicate and/or procure indication of prices for any such Debentures there can be no assurance as to the prices that would be indicated or that the Company will offer and/or cause to purchase any Debentures. The price given, if any, will be affected by many factors including, but not limited to, the remaining term and outstanding principal amount of the Debentures, the level of the Reference Value, fluctuations in interest rates and/or in exchange rates, volatility in the Reference Value used to calculate the amount of any coupon or principal payments, and credit spreads.

Consequently, prospective Investors must be prepared to hold the Debentures for an indefinite period of time or until the redemption or maturity of the Debentures. Trading levels of any Debentures will be influenced by, among other things, the relative level and performance of the applicable Reference Value and the factors described above.

## SECTION 4: REGULATORY DISCLOSURES

The Information Memorandum is prepared in accordance with the provisions of SEBI Debt Listing Regulations and in this Section, the Issuer has set out the details required as per Schedule I of the SEBI Debt Listing Regulations.

### 4.1 Documents Submitted to the Exchanges

The following documents have been / shall be submitted to the BSE:

- A. Memorandum and Articles of Association of the Issuer and necessary resolution(s) for the allotment of the Debentures;
- B. Copy of last 3 (Three) years audited Annual Reports;
- C. Statement containing particulars of, dates of, and parties to all material contracts and agreements;
- D. Copies of the resolutions, each dated September 18, 2020 of the shareholders of the Issuer passed at the Annual General Meeting of the Issuer;
- E. Copy of the resolution dated November 11, 2019 and August 12, 2020 of the board of directors of the Issuer under Section 179(3) of the Act read with the resolution dated May 22, 2021 of the Investment and Borrowing Committee of the board of directors of the Issuer, inter alia, approving the borrowing and list of authorized signatories;
- F. An undertaking from the Issuer stating that the necessary documents for the creation of the charge, including the Trust Deed would be executed within the time frame prescribed in the relevant regulations/acts/rules etc. and the same would be uploaded on the website of the BSE, where the debt securities have been listed, within 5 (five) working days of execution of the same;
- G. Where applicable, an undertaking that permission / consent from the prior creditor for a second or pari passu charge being created, in favour of the trustees to the proposed issue has been obtained; and
- H. Any other particulars or documents that the recognized stock exchange may call for as it deems fit.
- I. Due diligence certificate from the Debenture Trustee as per the format specified in Annexure B of the SEBI Due Diligence Circular.

The following documents have been / shall be submitted to BSE at the time of filing the draft of this Information Memorandum:

- A. Due diligence certificate from the Debenture Trustee as per the format specified in Annexure A of the SEBI Due Diligence Circular.

### 4.2 Documents Submitted to Debenture Trustee

The following documents have been/shall be submitted to the Debenture Trustee in electronic form (soft copy) on or before the allotment of the Debentures:

- A. Memorandum and Articles of Association of the Issuer and necessary resolution(s) for the allotment of the Debentures;
- B. Copy of last 3 (Three) years audited Annual Reports;
- C. Statement containing particulars of, dates of, and parties to all material contracts and agreements;
- D. Latest audited / limited review half yearly consolidated (wherever available) and standalone financial information (profit & loss statement, balance sheet and cash flow statement) and auditor qualifications, if any.
- E. An undertaking to the effect that the Issuer would, until the redemption of the debt securities, submit the details mentioned in point (D) above to the Debenture Trustee within the timelines as mentioned in Simplified Listing Agreement issued by SEBI vide circular No. SEBI/IMD/BOND/1/2009/11/05 dated May 11, 2009 as amended from time to time, for furnishing / publishing its half yearly/ annual result. Further, the Issuer shall within 180 (One Hundred and Eighty) calendar days from the end of the financial year, submit a copy of the latest annual report to the Debenture Trustee and the Debenture Trustee shall be



obliged to share the details submitted under this clause with all 'Qualified Institutional Buyers' and other existing debenture-holders within 2 (two) working days of their specific request.

#### 4.2A Financial Statements

The audited annual reports of the Issuer for the year ended March 31, 2018, March 31, 2019 and March 31, 2020, and the audited/half-yearly limited review financial results of the Issuer as of December 31, 2020, are provided enclosed under Annexure V Part B below.

#### 4.3 Name and Address of the following:

<b>Name of the Issuer</b>	UGRO Capital Limited
<b>Registered and Corporate Office of the Issuer</b>	Equinox Business Park, 4th floor, Tower 3, LBS Road, Kurla (West), Mumbai – 400070
<b>Date of incorporation</b>	February 10, 1993
<b>Company Secretary / Compliance Officer of the Issuer</b>	Mr. Aniket Karandikar, Company Secretary Equinox Business Park, 4th floor, Tower 3, LBS Road, Kurla (West), Mumbai - 400070 Tel.: 022- 48918686 Email: <a href="mailto:aniket.karandikar@ugrocapital.com">aniket.karandikar@ugrocapital.com</a>
<b>Chief Financial Officer</b>	Mr. Sandeepkumar Zanvar Equinox Business Park, 4th floor, Tower 3, LBS Road, Kurla (West), Mumbai - 400070 Tel.: 022- 48918686 Email: <a href="mailto:sandeepkumar.zanvar@ugrocapital.com">sandeepkumar.zanvar@ugrocapital.com</a>
<b>Arrangers to the Issuer</b>	<b>Fourdegreewater Private Limited</b> Plot No. 2, Krushna Colony, Near M.S.E.B Colony, Jail Road, Nashik Road, Nashik - 422101, Maharashtra, India
<b>Trustee of the Issue</b>	<b>Catalyst Trusteeship Limited</b> GDA House, Plot No. 85, Bhusari Colony (Right), Paud Road, Pune, Maharashtra 411038
<b>Registrar of the Issue</b>	<b>Link Intime India Private Limited</b> C 101, 247 Park, L B S Marg, Vikhroli West, Mumbai 400 083 Tel No: +91 22 49186000 Website: <a href="http://www.linkintime.co.in">www.linkintime.co.in</a>
<b>Credit Rating Agency of the Issue</b>	<b>Acuite Rating and Research Limited</b> 102, Summer Plaza, Marol Maroshi Road, Marol, Andheri (East), Mumbai-400059 Tel: 022- 67141111, Website: <a href="http://www.acuite.com">www.acuite.com</a>
<b>Auditors of the Issuer</b>	<b>MSKA &amp; Associates, Chartered Accountant</b> Floor 3, Enterprise Centre, Nehru Road Near Domestic Airport, Vile Parle (E) Mumbai -400099 Tel: +91 22 3358 9800

#### 4.4 A brief summary of business / activities of the Issuer and its line of business

##### A. Overview

UGRO is tech focused, Small Business Lending Platform. The Company's mission is to 'Solve the Unsolved' – Small Business Credit Availability Problem. The Company believes that the problem of small businesses can be solved by building deep expertise around core sectors of MSME's in India coupled with a technology platform. The company follows a sector specific approach to lending and has identified 9 high potential focus sectors viz Auto components, Chemicals, Education, Electrical equipment and components, Food processing & FMCG, Hospitality, Healthcare, Light engineering and Micro-enterprises. The Company strives to build a strong MSME financing platform based on sectoral understanding supplemented by a fully integrated technology and analytics platform.

##### B. Corporate Structure/Organization Structure

The Company does not have any holding or subsidiary Company.

##### C. Key Financial and Operational Parameters for the last 3 audited years on a consolidated basis (wherever available) else on a standalone basis.

Parameters (For Financial Entities)	31 <sup>st</sup> December, 2020 (Unaudited)	FY 2019-20 (Audited)	FY 2018-19 (Audited)	FY 2017-18 (Audited)
Net worth	924.64	895.70	593.79	25.87
Total Debt of which:	550.92	254.54	9.74	-
- Non-Current Maturities of long-term Borrowing	273.87	67.44	6.84	-
- Short Term Borrowings	72.76	32.34	-	-
- Current Maturities of long-term Borrowings	204.29	154.76	2.90	-
Net Fixed Assets	24.73	24.26	3.91	-
Non-Current Assets	73.90	45.81	37.54	33.43
Cash and Cash Equivalents	168.12	8.75	320.87	0.01
Current Investment	Nil	72.51	106.79	2.67
Current Assets	208.15	228.80	320.52	3.61
Current Liabilities	24.83	19.45	8.05	0.01
Assets Under Management (net of ECL provision)	1126.45	842.82	79.08	-
Off Balance Sheet Assets	-	-	-	-
Interest Income	103.84	78.89	28.23	1.85
Interest Expense	28.26	13.67	1.05	-
Provisioning & Write-offs	10.94	10.23	0.24	-
PAT	27.18	19.52	3.95	2.98
Gross NPA (%)	2.82%	0.96%	NIL	NIL
Net NPA (%)	1.88%	0.54%	NIL	NIL
Tier I Capital Adequacy Ratio (%)	76.62	84.07	213.4	100.31
Tier II Capital Adequacy Ratio (%)	1.28	0.18	0.15	0

D. **Gross Debt: Equity Ratio of the Issuer:**

(Rs. in Crores)

<b>Before the issue of debt securities</b>	0.58
<b>After the issue of debt securities</b>	0.60

E. **Project cost and means of financing, in case of funding new projects:**

N.A.

4.5 **A Brief history of Issuer since its incorporation giving details of its following activities:**

A. **Details of Share Capital as on last quarter end i.e. March 31, 2021:**

<b>Share Capital</b>	<b>No. of shares</b>	<b>Aggregate Nominal Value (Rs.)</b>
Authorized Share Capital	<b>10,20,00,000</b>	<b>1,02,00,00,000</b>
(a) Equity Shares	8,15,00,000	81,50,00,000
(b) Preference shares	2,05,00,000	20,50,00,000
Issued, Subscribed and Paid-up Share Capital	<b>7,05,28,550</b>	<b>70,52,85,500</b>
(a) Equity Shares	7,05,28,550	70,52,85,500
(b) Preference shares	-	-

B. **Changes in its capital structure as on last quarter end i.e. March 31, 2021, for the last five years:**

<b>Sr. No.</b>	<b>Date of AGM/EGM/Postal Ballot</b>	<b>Amount (in Rs.)</b>	<b>Particulars</b>
1	9 <sup>th</sup> May, 2018	64,00,00,000	The authorized share capital of the Company was increased from Rs. 6,00,00,000 (Rupees Six Crores only) divided into 60,00,000 (Sixty lacs) equity shares of Rs. 10 (Rupees ten only) each to Rs. 64,00,00,000 (Rupees Sixty Four Crores only) divided into 5,00,00,000 Equity Shares of Rs. 10/- (Rupees Ten only) each and 1,40,00,000 preference shares of Rs. 10/- (Rupees Ten) each.
2	27 <sup>th</sup> June, 2018	1,00,00,00,000	The authorized share capital of the Company was increased from Rs. 64,00,00,000 (Rupees Sixty Four Crores only) divided into 5,00,00,000 Equity Shares of Rs. 10/- (Rupees Ten only) each and 1,40,00,000 preference shares of Rs. 10/- (Rupees Ten) each to Rs. 100,00,00,000 (Rupees One Hundred Crore only) divided into 8,00,00,000 Equity Shares of Rs.10/- (Rupees Ten only) each and 2,00,00,000 preference shares of Rs. 10/- (Rupees Ten only) each.
3	28 <sup>th</sup> July 2018	102,00,00,000	The authorized share capital of the Company was increased from Rs. 100,00,00,000 (Rupees One Hundred Crore only) divided into 8,00,00,000

			Equity Shares of Rs.10/- (Rupees Ten only) each and 2,00,00,000 preference shares of Rs. 10/- (Rupees Ten only) each to Rs.102,00,00,000/- (Rupees One Hundred Two Crores only) divided into 8,15,00,000 Equity Shares of Rs. 10/- (Rupees Ten only) each and 2,05,00,000 preference shares of Rs. 10/- (Rupees Ten) each.
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**C. Equity Share Capital History of the Issuer as on last quarter end i.e. March 31, 2021, for the last five years:**

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.)	
05.07.2018	25,58,138	10	129	329,999,802	Preferential Allotment	72,56,638	7,25,66,380	30,44,18,422	N. A
14.08.2018	80,89,385	10	140	1,132,513,900	QIP Allotment	1,53,46,023	15,34,60,230	1,051,620,050	N. A
03.10.2018	44,97,087	10	140	NA	Conversion of Compulsory Convertible Preference shares	1,98,43,110	19,84,31,100	NIL	N. A
18.01.2019	34,88,372	10	129	NA	Conversion of Compulsory Convertible Debentures	2,33,31,482	23,33,14,820	NIL	N. A
30.07.2019	1,35,65,891	10	129	NA	Pursuant to Scheme of arrangement as approved by the Hon'ble NCLT, Mumbai Bench	3,68,97,373	36,89,73,730	NA	N. A
18.09.2019	1,00,00,000	10	129	NA	Conversion of Compulsory Convertible Debentures	4,68,97,373	46,89,73,730	NIL	N. A
18.09.2019	1,00,00,000	10	129	NA	Conversion of Compulsory Convertible	5,68,97,373	56,89,73,730	NIL	N. A

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.)	
					Preference Shares				
19.12.2019	38,37,210	10	129	NA	Conversion of Compulsory Convertible Debentures	6,07,34,583	60,73,45,830	NIL	N. A
19.12.2019	38,37,210	10	129	NA	Conversion of Compulsory Convertible Preference Shares	6,45,71,793	64,57,17,930	NIL	N. A
20.12.2019	59,56,757	10	148	NA	Conversion of Convertible Warrants	7,05,28,550	70,52,85,500	NIL	N. A

Notes (if any): NIL

D. Details of any Acquisition or Amalgamation in the last 1 (one) year:

NIL

E. Details of any Reorganization or Reconstruction in the last 1 (one) year: NIL

4.6 Details of the shareholding of the Issuer as the last quarter end, i.e., on March 31, 2021:

A. Shareholding pattern of the Issuer as on the last quarter end, i.e., March 31, 2021:

Sr. No.	Particular	Total No. of Equity shares	No. of shares in Demat form	Total shareholding as % of total no. of equity shares
<b>A.</b>	<b>Promoters</b>			
(1)	Indian			
	a) Individual/HUF	-	-	-
	b) Central Govt.	-	-	-
	c) State Govt(s)	-	-	-
	d) Bodies Corp.	20,27,709	20,27,709	2.88
	e) Banks / FI	-	-	-
	f) Any other			
	<b>Sub Total A (1)</b>	20,27,709	20,27,709	2.88
(2)	Foreign			
	a) NRI/Individuals	-	-	-
	b) Other Individuals	-	-	-
	c) Bodies Corp.	-	-	-

Sr. No.	Particular	Total No. of Equity shares	No. of shares in Demat form	Total shareholding as % of total no. of equity shares
	d) Any other	-	-	-
	<b>Sub Total A (2)</b>			
	<b>Total shareholding of Promoter (A)</b>	<b>20,27,709</b>	<b>20,27,709</b>	<b>2.88</b>
<b>B.</b>	<b>Public Shareholding.</b>			
(1)	Institutions	-	-	-
	a) Mutual Funds	-	-	-
	b) Banks / FI	-	-	-
	c) Central Govt	-	-	-
	d) State Govt(s)	-	-	-
	e) Venture Capital Funds	-	-	-
	f) Alternate Investment Fund	45,21,640	45,21,640	6.41
	f) Insurance Companies	14,28,600	14,28,600	2.03
	g) FII/FPIs	37,44,131	37,44,131	5.31
	h) Foreign Venture Capital Funds	-	-	-
	i) Others (specify)	-	-	-
	<b>Sub-total (B)(1):-</b>	<b>96,94,371</b>	<b>96,94,371</b>	<b>13.75</b>
(2)	Non-Institutions			
	a) Individuals			
	i) Individual shareholders holding nominal share capital upto Rs. 2 lakh	868942	818022	1.23
	ii) Individual shareholders holding nominal share capital in excess of Rs 2 lakh	4744896	4744896	6.73
	b) Others (Including NRI's)			
	Non Resident Indians	24,871	24,871	0.04
	Overseas Corporate Bodies	5,01,64,713	5,01,64,713	71.13
	Foreign Nationals	-	-	-
	HUF	3,47,945	3,47,945	0.49
	Body Corporate	26,50,729	26,49,929	3.76
	Clearing Members	4374	4374	0.01
	Trusts	-	-	-
	Foreign Bodies - D R	-	-	-
	<b>Sub-total (B)(2):-</b>	<b>5,88,06,470</b>	<b>5,87,54,750</b>	<b>83.38</b>
	<b>Total Public Shareholding (B)=(B)(1)+ (B)(2)</b>	<b>6,85,00,841</b>	<b>6,84,49,121</b>	<b>97.13</b>
C.	Shares held by Custodian for GDRs & ADRs	-	-	-
	<b>Grand Total (A+B+C)</b>	<b>7,05,28,550</b>	<b>7,04,76,830</b>	<b>100.00</b>

**Notes: - Shares pledged or encumbered by the promoters (if any): NIL**

**B. List of top 10 holders of equity shares of the Issuer as on the last quarter end, i.e., March 31, 2021**

<b>Sr. No.</b>	<b>Name of Shareholders</b>	<b>Total number of Equity Shares</b>	<b>Number of shares held in dematerialised form</b>	<b>% Share of Total Shareholding</b>
1	Clearsky Investment Holdings Private Limited	1,51,16,279	1,51,16,279	21.43
2	NewQuest Asia Investments III Limited	1,51,16,279	1,51,16,279	21.43
3	DBZ (Cyprus) Limited	1,35,65,891	1,35,65,891	19.23
4	Samena Fidems Holdings	59,56,757	59,56,757	8.44
5	Indgrowth Capital Fund I	34,43,640	34,43,640	4.88
6	Samena Special Situations Mauritius	33,21,500	33,21,500	4.71
7	Poshika Advisory Services LLP	20,27,709	20,27,709	2.88
8	PNB Metlife India Insurance Company Limited	14,28,600	14,28,600	2.03
9	Chhattisgarh Investments Limited	13,20,372	13,20,372	1.87
10	Abakkus Growth Fund-1	10,78,000	10,78,000	1.53

**4.7 Following details regarding the directors of the Issuer:**

**A. Details of current directors\* of the Issuer:**

<b>Name &amp; Designation</b>	<b>DIN</b>	<b>Age</b>	<b>Address</b>	<b>Director of the Issuer Since</b>	<b>Details of Other Directorships</b>
Shachindra Nath  Executive Chairman & Managing Director	00510618	49	GV-65, The Palm Springs, Golf Course Road Sector-54, Sikanderpur Ghosi, Gurgaon	22/06/2018	1. Livfin India Private Limited 2. Orbis Financial Corporation Limited 3. Poshika Financial Ecosystem Private Limited
Abhijit Sen  Independent Director	00002593	70	A 92, Grand Paradi, 572 Dadyseth Hill August Kranti Marg, Near Kemps Corner, Mumbai 400036	05/07/2018	1. Kalyani Forge Limited 2. Ujjivan Financial Service Limited 3. Cashpor Micro Limited 4. Veritas Finance Private Limited 5. Tata Investments Corporation Limited 6. Netafilm Agriculture Agency Private Limited

Name & Designation	DIN	Age	Address	Director of the Issuer Since	Details of Other Directorships
					7. Manappuram Finance Limited 8. Pramerica Life insurance Limited 9. Booker India Limited 10. Booker Satnam Wholesale Limited 11. Asirvad Micro Finance Limited
Amit Gupta  Non- Executive Director	02282600	45	325, River Valley Road, #01-06 Yong An Park, Singapore- 238357	05/07/2018	1. Halonix Technologies Private Limited 2. Brainbees Solutions Private Limited
Chetan Kulbhushan Gupta  Non- Executive Director	07704601	40	Flat – GT.3-2404, Emirates Hill, Po Box 126229, Dubai UAE	02/11/2018	1. Imperative Hospitality Private Limited 2. SC India Manager Private Limited 3. SC Fulfil Services India Private Ltd
Karuppasamy Singam  Independent Director	03632212	67	1301, Monarch, Ashar Residency, Jawahar Nagar, Pokhran Road No. 2, Vasant Vihar, Thane (W)	05/07/2018	1. Vivardhana Microfinance Company Limited
Manoj Kumar Sehrawat  Non- Executive Director	02224299	48	76 Bayshore Road #17-17 Costa Del Sol Singapore 469990 SG	05/07/2018	1) Feedback Infra Private Limited 2) Amber Enterprises (India) Limited 3) Encore Asset Reconstruction Company Private Limited 4) Feedback Energy Distribution Company Limited
Navin Kumar Maini  Independent Director	00419921	65	B-74, Block-B, Defence Colony Lajpat Nagar New Delhi 110024	05/07/2018	1. NSE Clearing Limited 2. Aye Finance Private Limited



Name & Designation	DIN	Age	Address	Director of the Issuer Since	Details of Other Directorships
					3. Capital Small Finance Bank Limited 4. Ananya Finance for Inclusive Growth Private Limited 5. Borbagh Group
Rajeev Kumar Agarwal  Independent Director	07984221	62	S/O. Krishna Murari Lal, G-42, Hyderabad Estate, Nepean sea Road, Malabar Hill, Mumbai	05/07/2018	1. Trust Asset Management Private Limited
Ranjana Agarwal  Independent Director	03340032	64	C-62, South Extension, Part-II New Delhi 110049	05/07/2018	1. ICRA Limited 2. KDDL Limited 3. Indo Rama Synthetics (India) Limited 4. Joyville Shapoorji Housing Private Limited 5. ICRA Analytics Limited 6. RBL Bank Limited 7. PNB MetLife India Insurance Company Limited
Satyananda Mishra  Independent Director	01807198	71	D-138, Second Floor, Defense Colony New Delhi 110024	05/07/2018	1. Invesco Trustee Private Limited 2. 63 Moons Technologies Limited
Navin Puri  Independent Director	08493643	62	39th floor, 3902 Omkar 1973, Tower B, Pandurang Budhkar Marg, Near Shani Mandir, Worli, Mumbai.	07/08/2019	1. Equitas Small Finance Limited 2. Aditya Birla Health Insurance Limited 3. Aditya Birla Sun Life AMC Limited
Kanak Kapur Non-Executive Director	03299278	50	Apartment 233, 2/F, Tower 4, Hong Kong, Parkview, 88 Tai Tam Reservoir Road, Hon Kong	07/08/2019	1. Asia Pragati Capfin Private Limited
Nisheeth Saran Alternate Director to Kanak Kapur	03037307	45	Flat No. 1703, Aristo Super tech 34 Pavilion, Sector 34 Noida 201301	20/05/2020	1. Asia Pragati Capfin Private Limited

\*Company to disclose name of the current directors who are appearing in the RBI defaulter list and/or ECGC default list, if any: Nil

B. Details of change in directors since last three years as on March 31, 2021\*:

Sr. No.	DIN	Name of Director	Designation	Date of Appointment	Date of Cessation/ Resignation	Remarks
1	00613176	Ramakant Chokhani	Non-Executive Promoter	10/02/1993	05/07/2018	-
2	00238789	Rajesh Chokhani	Non-Executive Promoter	13/05/2005	05/07/2018	-
3	00613331	Jyoti Jain	Non-Executive Promoter	02/02/2015	05/07/2018	-
4	00191085	Pravin Gupta	Independent Director	06/01/2012	05/07/2018	-
5	00510618	Shachindra Nath	Executive Chairman & Managing Director	22/06/2018	-	-
6	07935397	Abhijit Ghosh	Whole Time Director & Chief Executive Officer	05/07/2018	30.04.2021	-
7	00002593	Abhijit Sen	Independent Director	05/07/2018	-	-
8	02282600	Amit Gupta	Non- Executive Director	05/07/2018	-	-
9	07704601	Chetan Kulbhushan Gupta	Non- Executive Director	02/11/2018	-	-
10	03632212	Karuppasamy Singam	Independent Director	05/07/2018	-	-
11	02224299	Manoj Kumar Sehwat	Non- Executive Director	05/07/2018	-	-
12	00419921	Navin Kumar Maini	Independent Director	05/07/2018	-	-

Sr. No.	DIN	Name of Director	Designation	Date of Appointment	Date of Cessation/ Resignation	Remarks
13	07984221	Rajeev Kumar Agarwal	Independent Director	05/07/2018	-	-
14	03340032	Ranjana Agarwal	Independent Director	05/07/2018	-	-
15	01807198	Satyananda Mishra	Independent Director	05/07/2018	-	-
16	08493643	Navin Puri	Independent Director	07/08/2019	-	-
17	03299278	Kanak Kapur	Non- Executive Director	07/08/2019	-	-
18	03037307	Nisheeth Saran	Alternate Director to Mr. Kanak Kapur	20/05/2020	-	-

**4.8 Following details regarding the auditors of the Issuer:**

**A. Details of the auditor of the Issuer:**

Name	Address	Auditor since
M/s MSKA & Associates, Chartered Accountant	Floor 3, Enterprise Centre, Nehru Road Near Domestic Airport, Vile Parle (E) Mumbai -400099 Tel: +91 22 3358 9800	12-08-2020

**B. Details of change in auditors since last three years:**

Sr. No.	Name & Address of Auditor/Auditor's Firm	F.Y. to which appointment relates	Date of Appointment	Date of Resignation	Auditor of the Issuer since (in case of resignation)	Remarks
1	M/s MSKA & Associates, Chartered Accountant  Floor 3, Enterprise Centre, Nehru Road Near Domestic Airport, Vile Parle (E) Mumbai -400099 Tel: +91 22 3358 9800	2020-21 2021-22 2022-23 2023-24 2024-25	12.08.2020	N.A.	N.A.	-
2	M/s Deloitte Haskins & Sells LLP, Chartered Accountants  Indiabulls Finance Centre Tower 3, 4th & 24th-32nd floors, Senapati Bapat Marg, Elphinstone Road (West) Mumbai-400013	2018-19	03-07-2018	12.08.2020	03-07-2018	-
3	M/s B.M. Gattani & Co., Chartered Accountants  B 702, Om Sai Sravan, opp Shimpoli telephone exchange, Borivali West, Mumbai, Maharashtra 400092	2017-18	28-07-2017	03-07-2018	28-07-2017	-

#### 4.9 Details of borrowings of the Issuer, as on latest quarter end March 31, 2021

##### A. Details of Secured Loan Facilities as on March 31, 2021

Sr. No.	Lender's name	Type of Facility	Amount Sanctioned Rs. in Crores	Principal Amount O/s Rs. in Crores	Repayment Date Schedule	Security
1	AU Small Finance Bank Ltd	Term Loan	15	6.25	36 Months	Exclusive first charge over specific pool of receivables identified for the benefit of the lender from time to time
2	AU Small Finance Bank Ltd	Cash Credit	10	Nil	12 Months (The Tenure of facilities is 12 months)	Exclusive first charge over specific pool of receivables identified for the benefit of the lender from time to time
3	Hinduja Leyland Finance Limited	Term Loan	15	7.74	36 Months	Exclusive first charge over specific pool of receivables identified for the benefit of the lender from time to time
4	MAS Financial Services Limited	Term Loan	50	0.28	18 Months	Exclusive first charge over specific pool of receivables identified for the benefit of the lender from time to time
5	MAS Financial Services Limited	Term Loan	30	5.00	18 Months	Exclusive first charge over specific pool of receivables identified for the benefit of the lender from time to time
6	Poonawalla Finance Pvt Ltd	PTC - Series 1	24.38	2.41	24 Months	10% FD & 10% Overcollateralization (liabilities arising out of securitization transactions resulting into recording of borrowing)

Sr. No.	Lender's name	Type of Facility	Amount Sanctioned Rs. in Crores	Principal Amount O/s Rs. in Crores	Repayment Date Schedule	Security
7	Hinduja Leyland Finance Limited	Term Loan	35	24.67	36 Months	Exclusive first charge over specific pool of receivables identified for the benefit of the lender from time to time
8	ESAF Small Finance Bank Ltd.	Term Loan	10	6.38	30 Months	Exclusive first charge over specific pool of receivables identified for the benefit of the lender from time to time
9	State Bank of Mauritius Ltd.	Term Loan	10	5.24	24 Months	Exclusive first charge over specific pool of receivables identified for the benefit of the lender from time to time
10	State Bank of Mauritius Ltd.	ODFD	50	40.81	12 Months (The Tenure of facilities is 12 months)	Against Fixed Deposit
11	Canara Bank Ltd	Term Loan	10	8.50	60 Months	Exclusive first charge over specific pool of receivables identified for the benefit of the lender from time to time
12	Bank of India (TLTRO)	NCD	50	50	36 Months	Exclusive first charge over specific pool of receivables identified for the benefit of the lender from time to time
13	Central Bank of India (PCG)	NCD	50	50	18 Months	Exclusive first charge over specific pool of receivables identified for the benefit of the lender from time to time

Sr. No.	Lender's name	Type of Facility	Amount Sanctioned Rs. in Crores	Principal Amount O/s Rs. in Crores	Repayment Date Schedule	Security
14	Indian Bank	NCD	25	25	18 Months	Exclusive first charge over specific pool of receivables identified for the benefit of the lender from time to time
15	Punjab National Bank	NCD	10	10	18 Months	Exclusive first charge over specific pool of receivables identified for the benefit of the lender from time to time
16	IDFC First Bank	Term Loan	40	40	48 Months	Exclusive first charge over specific pool of receivables identified for the benefit of the lender from time to time
17	MAS Financial Services Limited	TERM LOAN	15	11.25	24 Months	Exclusive first charge over specific pool of receivables identified for the benefit of the lender from time to time
18	AU Small Finance Bank Ltd	Term Loan	20	18.89	36 Months	Exclusive first charge over specific pool of receivables identified for the benefit of the lender from time to time
19	Bank of Baroda	NCD	20	20	18 Months	Exclusive first charge over specific pool of receivables identified for the benefit of the lender from time to time

Sr. No.	Lender's name	Type of Facility	Amount Sanctioned Rs. in Crores	Principal Amount O/s Rs. in Crores	Repayment Date Schedule	Security
20	Indian Bank	Term Loan	25	25	36 Months	Exclusive first charge over specific pool of receivables identified for the benefit of the lender from time to time
21	Manveeya Development Finance	Term Loan	40	40	36 Months	Exclusive first charge over specific pool of receivables identified for the benefit of the lender from time to time
22	Punjab National Bank	NCD	10	10	18 Months	Exclusive first charge over specific pool of receivables identified for the benefit of the lender from time to time
23	SIDBI	Liquidity Facility	35	7	6 Months	Exclusive first charge over specific pool of receivables identified for the benefit of the lender from time to time
24	State Bank of India	NCD	50	50	18 Months	Exclusive first charge over specific pool of receivables identified for the benefit of the lender from time to time
25	State Bank of India	Term Loan	50	50	52 Months	Exclusive first charge over specific pool of receivables identified for the benefit of the lender from time to time



Sr. No.	Lender's name	Type of Facility	Amount Sanctioned Rs. in Crores	Principal Amount O/s Rs. in Crores	Repayment Date Schedule	Security
26	Capri Global Capital Ltd	Term Loan	10	10	24 Months	Exclusive first charge over specific pool of receivables identified for the benefit of the lender from time to time
27	ESAF Small Finance Bank Ltd	Term Loan	25	25	36 Months	Exclusive first charge over specific pool of receivables identified for the benefit of the lender from time to time
28	IDFC First Bank Ltd	Cash Credit	10	Nil	Maximum 12 Months facility tenure	Exclusive first charge over specific pool of receivables identified for the benefit of the lender from time to time
29	MAS Financials Services Limited	Term Loan	50	50	30 Months	Exclusive first charge over specific pool of receivables identified for the benefit of the lender from time to time
30	Northern Arc	Term Loan	50	49.12	30 Months	Exclusive first charge over specific pool of receivables identified for the benefit of the lender from time to time
31	Sundaram Finance	Term Loan	25	25	30 Months	Exclusive first charge over specific pool of receivables identified for the benefit of the lender from time to time

Sr. No.	Lender's name	Type of Facility	Amount Sanctioned Rs. in Crores	Principal Amount O/s Rs. in Crores	Repayment Date Schedule	Security
32	Vivriti Short Term Bond Fund	NCD	25	25	45 Months	Exclusive first charge over specific pool of receivables identified for the benefit of the lender from time to time

**B. Details of Unsecured Loan Facilities as on March 31, 2021:**

Sr. No.	Lender's name	Type of Facility	Amount	Principal	Repayment
			Sanctioned	Amount O/s	Schedule
			(Rs.)	(RS.)	Date
1	Poonawalla finance Private Limited	Pass Through Certificates - Series 2	28.01	14.08**	10/11/2022*

\* Last payment date as per repayment schedule.

\*\* 10% FD & 10% Overcollateralization (liabilities arising out of securitization transactions resulting into recording of borrowing)

**C. Details of Non-Convertible Debentures as on March 31, 2021:**

Debenture Series	Tenor / Period of Maturity	Coupon	Amount (Rs.)	Date of Allotment	Redemption Date/ Schedule	Credit Rating	Secured / unsecured	Security
INE583D07026	36 months	10.00% per annum	50 Crores	08-06-2020	08-06-2023	ACUITE A	Secured	Exclusive first charge over specific pool of receivables identified for the benefit of the lender from time to time
INE583D07042	18 months	10.25% per annum	50 Crores	26-06-2020	26-12-2021	ACUITE A	Secured	Exclusive first charge over specific pool of receivables identified for the benefit of the lender from time to time

Debtenture Series	Tenor / Period of Maturity	Coupon	Amount (Rs.)	Date of Allotment	Redemption Date/ Schedule	Credit Rating	Secured / unsecured	Security
INE583D07059	18 months	10.25% per annum	35 Crore	11-09-2020	11-03-2022	ACUITE A	Secured	Exclusive first charge over specific pool of receivables identified for the benefit of the lender from time to time
INE583D07067	18 months	9.88% per annum	20 Crore	21-10-2020	21-04-2022	ACUITE A	Secured	Exclusive first charge over specific pool of receivables identified for the benefit of the lender from time to time
INE583D07083	18 months	10.25% per annum	10 Crore	31-12-2020	30-06-2022	ACUITE A	Secured	Exclusive first charge over specific pool of receivables identified for the benefit of the lender from time to time
INE583D07091	18 months	10.50% per annum	50 Crore	31-12-2020	30-06-2022	ACUITE A	Secured	Exclusive first charge over specific pool of receivables identified for the benefit of the lender from time to time
INE583D07109	45 months	11.55% per annum	25 Crore	26-03-2021	31-12-2024	ACUITE A	Secured	Exclusive first charge over specific pool of receivables identified for the benefit of the lender from time to time

**D. List of Top 10 Debtenture Holders (as on March 31, 2021)**

Sl.No	Name of Debtenture Holders	Amount (Rs. in Crore)
1	Bank of India	50
2	Central Bank of India	50
3	State Bank of India	50
4	Indian Bank	25
5	Vivriti Short Term Bond Fund	25
6	Punjab National Bank	20
7	Bank of Baroda	20

**Note:** Top 10 holders' (in value terms, on cumulative basis for all outstanding debentures issues) details should be provided

- E. **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. (if any)**

The Issuer has not issued any corporate guarantee in favour of any third party.

- F. **Details of Commercial Paper: The total face value of commercial papers outstanding as on the latest quarter end to be provided and its breakup in following table (as on March 31, 2021):**

<b>Maturity Date</b>	<b>Amount Outstanding (RS.)</b>
04/03/2022	25 Crore
15/07/2021	10 Crore
09/09/2021	21 Crore

- G. **Details of rest of the borrowing (if any including hybrid debt like FCCB, Optionally Convertible Debentures / Preference Shares) as on March 31, 2021:**

NIL

- H. **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 Issuer, in the past 5 years:**

NIL

- I. **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

- 4.9A Details of Promoters of the Issuer:** Poshika Advisory Services LLP is the promoter of the Company.

- 4.9B Details of Promoter Holding in Company as on latest quarter end, i.e. March 31, 2021**

<b>Sr No</b>	<b>Name of the shareholders</b>	<b>Total No of Equity shares</b>	<b>No. of shares in Demat form</b>	<b>Total shareholding as % of total no of equity shares</b>	<b>No of shares Pledged</b>	<b>% of shares Pledged with respect to shares owned</b>
1	Poshika Advisory Services LLP	20,27,709	20,27,709	2.88	Nil	Nil

- 4.10 Abridged version of the Audited Consolidated and Standalone Financial Information (like Profit and Loss statement, Balance Sheet and Cash Flow statement) for at least last three years and auditor qualifications, if any.**

Please refer to **Annexure V Part A** of this Information Memorandum

**4.11 Abridged version of Latest Audited/ Limited Review Half Yearly Consolidated (wherever available) and Standalone Financial Information and auditors qualifications, if any.:**

Please refer to **Annexure V Part A** of this Information Memorandum

**4.12 Any material event/ development or change having implications on the financials/credit quality (e.g. 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.**

NIL.

**4.13 The names of the debenture trustee(s) shall be mentioned with statement to the effect that debenture trustee(s) has given his consent to the Issuer for his appointment under regulation 4 (4) and in all the subsequent periodical communications sent to the holders of debt securities**

Catalyst Trusteeship Limited has given its written consent for its appointment as debenture trustee to the Issue and inclusion of its name in the form and context in which it appears in this Information Memorandum and in all the subsequent periodical communications sent to the Debenture Holders. The consent letter from Debenture Trustee is provided in **Annexure II** of this Information Memorandum.

**4.14 Rating Rationale(s) adopted (not older than one year on the date of opening of the Issue)/ credit rating letter issued (not older than one month on the date of opening of the Issue) by the rating agencies shall be disclosed.**

The Rating Agency has assigned a rating of "ACUITE Provisional PPMLD AA+(CE)" to the Debentures. The outlook of such rating is considered to be 'Stable'. The rating letter has been attached hereto and marked as **Annexure I**.

**4.15 If the security is backed by a guarantee or letter of comfort or any other document / letter with similar intent, a copy of the same shall be disclosed. In case such document does not contain detailed payment structure (procedure of invocation of guarantee and receipt of payment by the investor along with timelines), the same shall be disclosed in the offer document.**

(a) The Debentures shall be guaranteed by way of unconditional and irrevocable guarantee to be provided by the SPV Trust pursuant to the SPV Guarantee in favour of the Debenture Trustee (acting on behalf of and for the benefit of the Debenture Holders) to be executed in a form and manner satisfactory to the Debenture Trustee.

(b) The Debenture Trustee may invoke or claim under the SPV Guarantee, without being obligated or having to take recourse under the Transaction Security or any other contractual comfort provided by the Issuer.

(c) The indicative draft of the SPV Guarantee is enclosed under Annexure XII below

**4.15A Copy of consent letter from the Debenture Trustee shall be disclosed.**

The consent letter from Debenture Trustee is provided in **Annexure II** of this Information Memorandum.

**4.16 Names of all the recognized stock exchanges where the debt securities are proposed to be listed clearly indicating the designated stock exchange:**

The Debentures are proposed to be listed on the WDM segment of the BSE. The Issuer shall comply with the requirements of the listing agreement for debt securities to the extent applicable to it on a continuous basis.

#### **4.17 Other details:**

##### **A. Debenture Redemption Reserve ("DRR") Creation:**

- (a) The Issuer hereby agrees and undertakes that, if required under Applicable Law, it will create a debenture redemption reserve or DRR in accordance with the provisions of the Act (and the rules and regulations made thereunder) and the guidelines issued by the relevant Governmental Authorities.
- (b) During the tenor of the Debentures, if any guidelines are formulated (or modified or revised) by any Governmental Authority in respect of creation of the DRR, the Issuer shall abide by such guidelines and shall do all deeds, acts and things as may be required by the Debenture Trustee.
- (c) Where applicable, the Issuer shall submit to the Debenture Trustee a certificate duly certified by a chartered accountant certifying that the Issuer has transferred the required amount to the DRR at the end of each Financial Year.
- (d) In addition to the foregoing, to the extent required by Applicable Law, the Issuer shall invest or deposit amounts up to such thresholds, and in such form and manner and within the time periods, as may be prescribed by Applicable Law, in respect of any amounts of the Debentures maturing in any Financial Year.

##### **B. Issue / instrument specific regulations:**

The Issue of Debentures shall be in conformity with the applicable provisions of the Companies Act including the notified rules thereunder, the SEBI Debt Listing Regulations, the LODR Regulations, the SEBI Listed Debentures Circulars, the MLD Guidelines and the applicable RBI and SEBI guidelines.

##### **C. Application process:**

The application process for the Issue is as provided in Section 8 (*Other Information and Application Process*) of this Information Memorandum .

##### **D. Details of the securities sought to be issued**

The Issuer intends to raise an amount of INR 20,00,00,000 (Indian Rupees Twenty Crore) by issue of 2,00,000 (two lakh) rated, secured, senior, transferable, listed, redeemable, principal protected market linked non-convertible debentures each having a face value of INR 1,000 (Indian Rupees One Thousand), on a private placement basis.

##### **E. Utilisation of the Issue Proceeds**

The funds raised by the Issue shall be utilized by the Issuer for ("**Purpose**"):

- (a) the general corporate purposes of the Issuer; and
- (b) the ordinary course of business of the Issuer (including repayment/re-financing of its existing debt).

The funds raised by the Issue shall be utilised by the Issuer solely for the Purpose and the Issuer shall not use the proceeds of the Issue towards:

- (i) any capital market instrument such as equity, debt, debt linked, and equity linked instruments or any other capital market related activities (whether directly or indirectly);
- (ii) any speculative purposes;
- (iii) investment in the real estate sector/real estate business (including the acquisition/purchase of land);
- (iv) in contravention of Applicable Law (including without limitation, any guidelines, rules or regulations of the RBI and SEBI); and
- (v) any purpose, that is not eligible for the providing of financing by banks to non-banking financial companies for bank finance to non-banking financial companies, or, which results in a breach of the RBI's master circular no. DBR.BP.BC.No.5/21.04.172/2015-16 dated July 1, 2015 on "Bank Finance to Non-Banking Financial Companies (NBFCs)".

#### 4.18 A statement containing particulars of the dates of, and parties to all material contracts and agreements:

The contracts and documents referred to hereunder are material to the Issue, may be inspected at the Registered Office of the Issuer between 9.30 am to 5.30 pm on working days.

Sr. No.	Nature of Contract
1	Memorandum and Articles of Association of the Company.
2	NBFC registration certificate dated October 26, 2018 issued by Reserve Bank of India.
3	Resolutions of the board of directors of the Issuer dated August 12, 2020 and November 11, 2019 read with the resolution of the Investment and Borrowing Committee of the Board of Directors passed at its meeting held on May 22, 2021 approving, <i>inter- alia</i> , the issue of the Debentures.
4	Resolution passed by the Board of Directors at the its meeting held on August 12, 2020 appointing MSKA & Associates, Chartered Accountant as statutory auditors of the Company.
5	Resolution passed by the shareholders of the Company at the Annual General Meeting held on September 18, 2020 authorising the Board of Directors to offer, issue and allot secured/unsecured, listed/unlisted, rated Redeemable Non-Convertible Debentures (NCDs), in one or more series/tranches, aggregating up to Rs. 3,000 Crores, on private placement basis, on such terms and conditions as the Board of Directors of the Company may, from time to time, determine in the best interests of the Company.
6	Annual Reports for the three Financial Years ended of the Company.
7	Letter dated May 21, 2021 from Acuite Rating & Research Limited assigning the credit rating to the NCDs.
8	Debenture Trust Deed executed between the Company and Catalyst Trusteeship Limited in connection with the issue of the Debentures.
9	Deed of Hypothecation executed between the Company and Catalyst Trusteeship Limited
10	Consent letter issued by Catalyst Trusteeship Limited dated May 18, 2021 to act as the Debenture Trustee to the Issue under Regulation 4(4) of the SEBI Regulations.
11	Consent letter issued by Link Intime India Private Limited dated May 18, 2021 to act as the Registrar to the Issue.

#### 4.19 Issue Details

Security Name	UGRO Capital Limited Wint Bricks CB-01 - DTD 2029
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<b>Issuer</b>	UGRO Capital Limited
<b>Type of Instrument</b>	Rated, secured, senior, transferable, listed, redeemable, principal protected market linked non-convertible debentures
<b>Nature of Instrument</b>	Secured
<b>Seniority</b>	Senior
<b>Mode of Issue</b>	Private Placement
<b>Eligible Investors</b>	As specified in paragraph 7.11 ( <i>Eligible Investors</i> ) herein
<b>Listing (including name of stock Exchange(s) where it will be listed and timeline for listing)</b>	<p>(a) The Issuer shall submit all duly completed documents to the BSE, SEBI, ROC or any other Governmental Authority, as are required under Applicable Law and obtain the listing of the Debentures within the timelines prescribed under the SEBI Listing Timelines Circular ("<b>Listing Period</b>").</p> <p>(b) The Issuer shall ensure that the Debentures continue to be listed on the wholesale debt market segment of the BSE.</p> <p>(c) The Issuer shall ensure that the Debentures at all times are rated in accordance with the provisions of the Debenture Documents and that the rating of the Debentures is not downgraded or withdrawn throughout the tenor of the Debentures.</p> <p>(d) The Issuer agrees and undertakes that as and when required by the Debenture Holders, it shall obtain an additional credit rating for the Issue from any credit rating agency registered with/accredited by SEBI. The Issuer shall ensure and procure that such rating is at least equivalent to the Rating.</p> <p>(e) In the event there is any delay in listing of the Debentures beyond the Listing Period, the Issuer will:</p> <p>(i) pay to the Debenture Holders, penal interest of 2% (two percent) per annum over the Annualised Interest Rate, from the closure of the issue of the Debentures until the listing of the Debentures is completed. Such amounts shall be determined separately with reference to the abovementioned incremental rate and paid in addition to the Interest Amounts together with the Redemption Payment on the relevant Due Date; and</p> <p>(ii) be permitted to utilise the issue proceeds of its 2 (two) subsequent privately placed issuances of securities only after receiving final listing approval from the stock exchange(s).</p> <p>(f) In the event the Debentures are delisted and remain delisted for a continuous period of 1 (one) month, the Issuer will pay to the Debenture Holders, penal interest of 2% (two percent) per annum over the Annualised Interest Rate calculated on the Outstanding Principal Amounts, which interest will be calculated from the Deemed Date of Allotment and until the Debentures are listed on the wholesale debt market segment of the BSE. Such amounts shall be determined separately with</p>



	reference to the abovementioned incremental rate and paid in addition to the Interest Amounts together with the Redemption Payment on the relevant Due Date.
<b>Rating of the Instrument</b>	Debentures have been rated as "ACUITE Provisional PPMLD AA+(CE)" by the Rating Agency.
<b>Issue Size</b>	The aggregate issue size for the Debentures is up to Rs. 20,00,00,000/- (Rupees Twenty Crores only)
<b>Option to retain oversubscription</b>	Not applicable
<b>Objects of the Issue</b>	<p>The funds raised by the Issue shall be utilized by the Issuer for:</p> <ul style="list-style-type: none"> <li>(a) the general corporate purposes of the Issuer; and</li> <li>(b) the ordinary course of business of the Issuer (including repayment/re-financing of its existing debt).</li> </ul> <p>The funds raised by the Issue shall be utilised by the Issuer solely for the Purpose and the Issuer shall not use the proceeds of the Issue towards:</p> <ul style="list-style-type: none"> <li>(i) any capital market instrument such as equity, debt, debt linked, and equity linked instruments or any other capital market related activities (whether directly or indirectly);</li> <li>(ii) any speculative purposes;</li> <li>(iii) investment in the real estate sector/real estate business (including the acquisition/purchase of land);</li> <li>(iv) in contravention of Applicable Law (including without limitation, any guidelines, rules or regulations of the RBI and SEBI); and</li> <li>(v) any purpose, that is not eligible for the providing of financing by banks to non-banking financial companies for bank finance to non-banking financial companies, or, which results in a breach of the RBI's master circular no. DBR.BP.BC.No.5/21.04.172/2015-16 dated July 1, 2015 on "Bank Finance to Non-Banking Financial Companies (NBFCs)".</li> </ul>
<b>Details of the utilization of the Proceeds</b>	<p>The funds raised by the Issue shall be utilized by the Issuer for:</p> <ul style="list-style-type: none"> <li>(a) the general corporate purposes of the Issuer; and</li> <li>(b) the ordinary course of business of the Issuer (including repayment/re-financing of its existing debt).</li> </ul> <p>The funds raised by the Issue shall be utilised by the Issuer solely for the Purpose and the Issuer shall not use the proceeds of the Issue towards:</p> <ul style="list-style-type: none"> <li>(i) any capital market instrument such as equity, debt, debt linked, and equity linked instruments or any other capital market related activities (whether directly or indirectly);</li> <li>(ii) any speculative purposes;</li> <li>(iii) investment in the real estate sector/real estate business (including the acquisition/purchase of land);</li> </ul>

	<p>(iv) in contravention of Applicable Law (including without limitation, any guidelines, rules or regulations of the RBI and SEBI); and</p> <p>(v) any purpose, that is not eligible for the providing of financing by banks to non-banking financial companies for bank finance to non-banking financial companies, or, which results in a breach of the RBI's master circular no. DBR.BP.BC.No.5/21.04.172/2015-16 dated July 1, 2015 on "Bank Finance to Non-Banking Financial Companies (NBFCs)".</p>
<b>Coupon Rate</b>	<p>Subject to section titled "Step Up/Step Down Coupon Rate" below, the Interest Amounts shall accrue and be payable by the Issuer to the Debenture Holders on the Final Redemption Date or the relevant Call Option Payment Dates (as the case may be).</p> <p>In case of the occurrence of a Credit Event, the interest on the Outstanding Principal Amounts will be determined with reference to the Step Up Rate (Credit Event).</p> <p>For ease of reference, the following terms have the following meanings:</p> <p><b>"Annualised Interest Rate" or "Annualised Coupon Rate"</b> means:</p> <p>(a) 0% (zero percent), if the Reference Index Performance is less than or equal to -80% (minus eighty percent); and/or</p> <p>(b) 9.11% (nine decimal one one percent) (coupon) (9.50% (nine decimal five zero percent) XIRR), if the Reference Index Performance is greater than -80% (minus eighty percent).</p> <p><b>"Final Fixing Date"</b> means the date occurring 30 (thirty) days prior to the Initial Call Option Payment Date.</p> <p><b>"Final Fixing Level"</b> means the official closing level of the Reference Index on the Final Fixing Date.</p> <p><b>"Interest Amounts" or "Coupon Amounts"</b> means, in respect of any Debenture, the interest or the coupon payable on such Debenture, determined as follows:</p> $IA = FV * [(1 + \text{Annualised Interest Rate})^{(\text{Tenor in Days}/365)} - 1]$ <p>where:</p> <p>(a) "IA" is the Interest Amounts;</p> <p>(b) "FV" is the face value of such Debenture; and</p> <p>(c) "Tenor in Days" means:</p>

	<p>(i) where a Call Option has been exercised, the period been the Deemed Date of Allotment and the relevant Call Option Payment Date determined in days; and</p> <p>(ii) where a Call Option has not been exercised, the period been the Deemed Date of Allotment and the Final Redemption Date, determined in days.</p> <p><b>"Initial Fixing Date"</b> means May 25, 2021 (i.e., the Deemed Date of Allotment).</p> <p><b>"Initial Fixing Level"</b> means the official closing level of the Reference Index on the Initial Fixing Date.</p> <p><b>"Reference Index"</b> means the price of BSE SENSEX 30.</p> <p><b>"Reference Index Performance"</b> means the performance of the Reference Index on the Final Fixing Date with reference to the Initial Fixing Date, and shall be determined (as a percentage) as the difference of (a) the ratio of (i) the Final Fixing Level, and (ii) the Initial Fixing Level, and (b) 1 (one), multiplied by 100, and followed by the "%" symbol.</p> <p>In case, due to any reason whatsoever, the official closing level of the Reference Index on the Final Fixing Date is not available for the purposes of determining the Final Fixing Level, then, the last determined/known official closing level of the Reference Index immediately preceding the Final Fixing Date will be considered for the purposes of determining the Final Fixing Level.</p>
<b>Step Up/Step Down Coupon Rate</b>	<p>On the occurrence of a Credit Event, the Annualised Interest Rate payable on the Debentures shall be increased by 4% (four percent) with effect from the Deemed Date of Allotment ("<b>Step Up Rate (Credit Event)</b>") and such increased interest rate shall be applicable on the Debentures with effect from the Deemed Date of Allotment. Step Up (Credit Event) shall not require any notice, intimation or action on behalf of the Debenture Trustee.</p> <p>Such amounts shall be determined separately with reference to the abovementioned incremental rate and paid in addition to the Interest Amounts together with the Redemption Payment on the relevant Due Date.</p>
<b>Coupon Payment Frequency</b>	The Interest Amounts shall accrue and be payable by the Issuer to the Debenture Holders on the Final Redemption Date or the relevant Call Option Payment Date(s) (as the case may be).
<b>Coupon Payment Dates</b>	The Interest Amounts shall accrue and be payable by the Issuer to the Debenture Holders on the Final Redemption Date or the relevant Call Option Payment Date(s) (as the case may be).
<b>Coupon Type</b>	The interest/coupon is linked to the Reference Index and the Reference Index Performance (each as defined under this Information Memorandum).

<b>Coupon Reset Process (including rates, spread, effective date, interest rate cap and floor etc).</b>	N.A.
<b>Day Count Basis</b>	Interest and all other charges shall accrue based on an actual/actual basis.
<b>Interest on Application Money</b>	<p>(a) Interest at 12% (twelve percent) per annum, subject to deduction of tax at source in accordance with Applicable Law, will be paid by the Issuer on the Application Money to the Applicants from the date of receipt of such Application Money up to 1 (one) day prior to the Deemed Date of Allotment for all valid applications, within 5 (five) Business Days from the Deemed Date of Allotment. Where pay-in date of the Application Money and the Deemed Date of Allotment are the same, no interest on Application Money will be payable.</p> <p>(b) Where the entire subscription amount has been refunded, the interest on Application Money will be paid along with the refunded amount to the bank account of the Applicant as described in the Application Form by electronic mode of transfer such as (but not limited to) RTGS/NEFT/direct credit.</p> <p>(c) Where an Applicant is allotted a lesser number of Debentures than applied for, the excess amount paid on application will be refunded to the Applicant in the bank account of the Applicant as described in the Application Form towards interest on the refunded money by electronic mode of transfer like RTGS/NEFT/direct credit. Details of allotment will be sent to every successful Applicant.</p>
<b>Default Interest Rate</b>	The Issuer agrees to pay interest at the rate of 15% (fifteen percent) per annum on the Outstanding Principal Amounts in case of the occurrence of any Event of Default, from the date of the occurrence of such Event of Default until the Event of Default is cured or the Secured Obligations are repaid.
<b>Tenor</b>	96 (ninety six) months from the Deemed Date of Allotment (subject to the exercise of the Call Options by the Issuer).
<b>Redemption Date</b>	<p>Subject to exercise of the Call Options by the Issuer, the Debentures shall be fully redeemed on a pari passu basis by the Issuer by making the payment of the Redemption Payment on the Final Redemption Date in accordance with Annexure VI.</p> <p>The Issuer shall make all payments in respect of the Outstanding Principal Amounts comprising the Redemption Payment to the Debenture Trustee by 4:00 pm IST, 1 (one) Business Day prior the relevant Due Date.</p>
<b>Redemption Amount</b>	INR 20,00,00,000 (Indian Rupees Twenty Crore)
<b>Redemption Premium/Discount</b>	N.A.
<b>Issue Price</b>	The issue price of each Debenture is INR 1,000 (Indian Rupees One Thousand).
<b>Discount at which security is issued and the effective yield as result of such discount</b>	N.A.
<b>Put Date</b>	Not Applicable
<b>Put Price</b>	Not Applicable

<b>Put Notification Time</b>	Not Applicable
<b>Call Date</b>	Means the date occurring on the expiry of a period of 18 (eighteen) months from the Deemed Date of Allotment, or upon the occurrence of a Credit Event, on the Credit Event Date or on any date following the Credit Event Date until the Final Settlement Date.
<b>Call Price</b>	<p>(a) Without prejudice to any other provisions of the Transaction Documents, the Issuer may redeem the Debentures (the "<b>Call Options</b>") on:</p> <p>(i) the date occurring on the expiry of a period of 18 (eighteen) months from the Deemed Date of Allotment ("<b>Initial Call Option Payment Date</b>"); or</p> <p>(ii) upon the occurrence of a Credit Event, on the Credit Event Date or on any date following the Credit Event Date until the Final Settlement Date ((i) and (ii) are collectively referred to as the "<b>Call Option Payment Dates</b>").</p> <p>(b) For the purposes of exercising any of the Call Options, the Issuer shall provide a notice to the Debenture Trustee in writing at least 10 (ten) calendar days prior to the relevant Call Option Payment Date informing the Debenture Trustee of its intention to exercise the relevant Call Option on the relevant Call Option Payment Date ("<b>Call Option Payment Notification</b>").</p> <p>(c) Following the providing of the notice referred in (b) above, the Issuer shall repay the Redemption Payment in respect of the Debentures to the Debenture Trustee on the Call Option Payment Date.</p> <p>(d) Where a Call Option is exercised on the Initial Call Option Payment Date, the Redemption Amount will be determined and the Outstanding Amounts will be repaid in accordance with Annexure VI. Where a Call Option is exercised on any date other than the Initial Call Option Payment Date, the Redemption Amount will be determined by the Debenture Trustee in accordance with the terms of the DTD.</p> <p>(e) The Call Option Payment Notification shall be irrevocable.</p>
<b>Call Notification Time</b>	Before 4 PM on the relevant Call Option Payment Date.
<b>Face Value</b>	Rs. 1000/- (Rupees One Thousand only)
<b>Minimum subscription amount and in multiples of _____ Debentures thereafter</b>	The minimum subscription of the Debentures shall be 10,000 (ten thousand) Debentures (aggregating to INR 1,00,00,000 (Indian Rupees One Crore)) per investor, and 1 (one) Debenture thereafter.
<b>Issue Timing</b> 1. Issue Opening Date 2. Issue Closing Date 3. Pay-in Date 4. Deemed Date of Allotment	1. Issue Opening Date: May 25, 2021 2. Issue Closing Date: May 25, 2021 3. Pay-in Date: May 25, 2021 4. Deemed Date of Allotment: May 25, 2021
<b>Issuance mode of the Instrument</b>	Demat only, Private Placement
<b>Trading mode of the Instrument</b>	Demat only

<b>Settlement Mode of the Instrument</b>	All interest, principal repayments, penal interest and other amounts, if any, payable by the Issuer to the Debenture Holders shall be paid to the Debenture Holders by electronic mode of transfer like RTGS/NEFT/direct credit to such bank account within India as the Debenture Holders' inform the Issuer in writing and which details are available with the Registrar.
<b>Depository</b>	NSDL and/or CDSL
<b>Business Day Convention</b>	<p>(a) If any Due Date on which any interest or additional interest is payable falls on a day which is not a Business Day, the payment to be made on such Due Date shall be made on the succeeding Business Day.</p> <p>(b) If any Due Date on which any Outstanding Principal Amounts are payable falls on a day which is not a Business Day, the payment to be made on such Due Date shall be made on the preceding Business Day.</p> <p>(c) If the Final Redemption Date falls on a day which is not a Business Day, the payment of any amounts in respect of the Outstanding Principal Amounts to be made shall be made on the preceding Business Day.</p>
<b>Record Date</b>	A Register of Debenture Holders shall be maintained in accordance with Section 88 of the Act and the Register of Debenture Holders/the Register of Beneficial Owners, shall be closed 15 (fifteen) calendar days prior to each Due Date or any other payment date by acceleration.
<b>All covenants of the issue (including side letters, accelerated payment clause, etc.)</b>	<p>To be more particularly set out in the DTD and the other Debenture Document and the Cover Pool Documents.</p> <p>Please also refer Section 6 (<i>Key Terms of the Transaction</i>) below for an indicative list of representations and warranties of the Issuer, financial covenants, reporting covenants, affirmative covenants, and negative covenants, and acceleration on event of default.</p> <p>All other covenants prescribed by/commercially agreed with the proposed investors are set out in this Section 4.19 (<i>Issue Details</i>).</p>
<b>Description regarding Security (where applicable) including type of security (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.</b>	<p><b>SECURITY</b></p> <p>(a) The Debentures shall be secured by way of:</p> <p>(i) a first ranking exclusive and continuing charge to be created pursuant to an unattested deed of hypothecation, dated on or about the Effective Date, executed or to be executed and delivered by the Issuer in a form acceptable to the Debenture Trustee ("<b>Deed of Hypothecation (Company)</b>") over:</p> <p>(A) all rights, interest and title of the Issuer in respect of the contributions provided/to be provided by the Issuer to the SPV Trust pursuant to the Contribution Agreements and the Transaction Documents (or otherwise) (both present and future);</p>

	<p>(B) all right, interest and title of the Issuer in the SPV Trust Property in its capacity as the residual beneficiary; and</p> <p>(C) in the event the assignment of the Assigned Assets (assigned pursuant to the Assignment Agreements) from the Issuer to the SPV Trust is reversed, due to any reason whatsoever, then all rights, interest and title of the Issuer under the Assigned Assets, as described therein ((a)(i)(A), (a)(i)(B) and (a)(i)(C) above are collectively referred to as the "<b>Hypothecated Assets (Company)</b>";</p> <p>(ii) a first ranking exclusive and continuing charge to be created pursuant to an unattested deed of hypothecation, dated on or about the Effective Date, executed or to be executed and delivered by the SPV Trust in a form acceptable to the Debenture Trustee ("<b>Deed of Hypothecation (SPV)</b>") over:</p> <p>(A) all rights, interest and title of the SPV Trust in the Assigned Assets (assigned to the SPV Trust pursuant to the Assignment Agreements) (both present and future); and</p> <p>(B) the Accounts and all amounts standing to the credit of, or accrued or accruing on, the relevant Accounts (both present and future) ((a)(ii)(A) and (a)(ii)(B) above are collectively referred to as the "<b>Hypothecated Assets (SPV)</b>"; and</p> <p>(iii) such other security interest/contractual comfort as may be agreed between the Issuer and the Debenture Holders ((a)(i), (a)(ii) and (a)(iii) above are collectively referred to as the "<b>Transaction Security</b>").</p> <p>(b) <b>Security Cover and Pool Cover</b></p> <p>(i) The charge over the Hypothecated Assets (Company) shall be at least 1.25 (one decimal two five) times the value of the Outstanding Amounts (the "<b>Security Cover</b>"). The Security Cover shall be maintained at all times until the Final Settlement Date.</p> <p>(ii) Without prejudice to (i) above, and subject to (vii) below:</p> <p>(A) the cover provided by the principal amounts outstanding under the Client Loans comprising the Hypothecated Assets (SPV) shall be at least 1.25 (one decimal two five) times the value of the Outstanding Amounts</p>
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	<p>(the "<b>Pool Cover</b>");</p> <p>(B) the Pool Cover shall be maintained at all times until the Final Settlement Date; and</p> <p>(C) Client Loans with overdues in excess of 60 (sixty) days will not be considered for the purposes of determining the Pool Cover.</p> <p>(iii) For the avoidance of doubt, it is further clarified that, at any time prior to the Final Fixing Date, for the purposes of determining the Pool Cover and Security Cover, the Parties and the SPV Trust shall assume that the Reference Index Performance is greater than -80% (minus eighty percent), and that the Annualised Interest Rate (for the purposes of calculating the accrued Interest Amounts) is 9.50% (nine decimal five zero percent) (XIRR).</p> <p>(iv) The Issuer shall within the timelines prescribed under Section titled "Maintenance of Pool Cover" below and the Deed of Hypothecation (SPV), simultaneously:</p> <p>(A) assign fresh receivables to the SPV Trust that fulfil the eligibility criteria prescribed in the Cover Pool Documents; and</p> <p>(B) provide replenishment contribution to the SPV Trust to enable the aforementioned assignment, each to ensure that the prescribed Pool Cover is maintained. It is hereby clarified that Client Loans with overdues in excess of 60 (sixty) days will not be considered for the purposes of determining the Pool Cover.</p> <p>(v) The value of the Hypothecated Assets for the purposes of this sub-paragraph (b) (for both initial and subsequent valuations) shall be the amounts reflected as the value thereof in the books of accounts of the Issuer/SPV Trust (as the case may be).</p> <p>(vi) Without prejudice to (iv) above, the Issuer shall (in the manner specified in the Transaction Documents) provide such amounts as may be required by way of replenishment contributions under the Contribution Agreements to enable the SPV Trust to purchase additional Client Loans from the Issuer to ensure and procure that the Pool Cover is duly maintained.</p> <p>(vii) Without prejudice to any right and/or remedy that the Debenture Holders and the Debenture Trustee have under the Transaction Documents, in case the Issuer is not able to assign any further/fresh loan receivables to the SPV Trust (for the purposes of complying with</p>
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	<p>its obligations in respect of the Pool Cover) that fulfil the eligibility criteria prescribed in the Transaction Documents, the repayments (including in the form of cash) from the Client Loans comprising the Assigned Assets collected and deposited by the Servicer with the SPV Trust shall, so long as no Credit Event (including pursuant to Section 6.6(d) (<i>Pool Cover</i>)) occurs, until the Issuer is able to assign further/fresh loan receivables to the SPV Trust (for the purposes of complying with its obligations in respect of the Pool Cover) that fulfil the eligibility criteria prescribed in the Transaction Documents:</p> <p>(A) not be utilised for the purposes of making payments to the Issuer (in its capacity as the Contributor and the residual beneficiary) pursuant to the Trust Deed; and</p> <p>(B) shall be retained with the SPV Trust in the Collection and Payment Account. The cash proceeds so collected and retained with the SPV Trust in the Collection and Payment Account shall, in the manner determined by the Debenture Trustee, be considered for the purposes of ascertaining the Pool Cover.</p> <p>(c) The Issuer/SPV Trustee (as applicable) shall create the charge by way of hypothecation over the Hypothecated Assets on or prior to the Deemed Date of Allotment, and perfect such security by filing Form CHG-9 with the ROC and ensuring and procuring that the Debenture Trustee files the prescribed Form I with CERSAI reporting the charge created to the CERSAI, in respect thereof, each within 30 (thirty) calendar days from the date of execution of the Deeds of Hypothecation (if so applicable).</p> <p>(d) <b>Maintenance of Pool Cover</b></p> <p>(i) The Parties hereby agree that the Issuer shall take all necessary steps and actions to ensure and procure that the Pool Cover provided by the Hypothecated Assets (SPV) is maintained at all times until the Final Settlement Date.</p> <p>(ii) For the purposes of complying with and ensuring (i) above, the Issuer shall, upon any reduction in the Pool Cover, immediately and promptly take the following simultaneous steps:</p> <p>(A) (in its capacity as the contributor) provide additional contributions to the SPV Trust (pursuant to the Contribution Agreements) to enable the SPV Trustee to purchase additional/supplemental Client Loans in</p>
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	<p>accordance with (B) below; and</p> <p>(B) assign additional/supplemental Client Loans to the SPV Trust pursuant to Supplemental Assignment Agreements such that the assigned Client Loans stand hypothecated to the Debenture Trustee under the Deed of Hypothecation (SPV), and the prescribed Pool Cover is maintained.</p> <p>(iii) All Client Loans assigned by the Issuer to the SPV Trust shall comply with the eligibility criteria prescribed in the DTD and the other Transaction Documents.</p> <p>(iv) Client Loans with overdues in excess of 60 (sixty) days will not be considered for the purposes of determining the Pool Cover.</p> <p>(v) The Issuer agrees and undertakes to execute such documents and instruments (including supplemental assignment agreements and supplemental contribution agreements) as may be necessary to ensure compliance with this paragraph, within the time period prescribed in the Transaction Documents. For the avoidance of doubt, it is hereby clarified that the assignment by the Issuer pursuant to this paragraph shall take place on each Top-up Date (as defined under the Deed of Hypothecation (SPV)).</p> <p><b>OTHER COVENANTS</b></p> <p>The Issuer hereby further agrees, declares and covenants with the Debenture Trustee as follows:</p> <p>(i) all the Hypothecated Asset (Company) that will be charged to the Debenture Trustee under the Deed of Hypothecation (Company) shall always be kept distinguishable and held as the exclusive property of the Issuer specifically appropriated to the Transaction Security and be dealt with only under the directions of the Debenture Trustee;</p> <p>(ii) it shall ensure and procure that the Hypothecated Asset (SPV) that will be charged to the Debenture Trustee under the Deed of Hypothecation (SPV) shall always be kept distinguishable and held as the exclusive property of the SPV Trust;</p> <p>(iii) the Issuer shall not create any charge, lien or other encumbrance upon or over the Hypothecated Assets (Company) or any part thereof except in favour of the Debenture Trustee nor will it do or allow anything that may prejudice the Transaction Security;</p> <p>(iv) to create (and procure the creation of) the security over the Hypothecated Assets as contemplated in the Debenture Documents within the timelines prescribed by the Debenture</p>
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	<p>Holders by executing the duly stamped Deeds of Hypothecation;</p> <p>(v) to register and perfect the security interest created thereunder by filing Form CHG-9 with the concerned ROC and ensuring and procuring that the Debenture Trustee files the prescribed Form I with CERSAI reporting the charge created to the CERSAI in relation thereto, as soon as practicable and in any case no later than 30 (thirty) calendar days after the date of execution of the Deeds of Hypothecation (as may be applicable);</p> <p>(vi) until the Final Settlement Date, the Issuer shall (and shall procure that the SPV Trust shall), on a monthly basis, at the time periods set out in the Deeds of Hypothecation, provide a list of specific loan receivables/identified book debts to the Debenture Trustee which comprise the Hypothecated Assets and over charge is created and subsisting by way of hypothecation in favour of the Debenture Trustee (for the benefit of the Debenture Holders) and sufficient to maintain the Security Cover/Pool Cover (as the case may be);</p> <p>(vii) the Issuer shall, on a half yearly basis, as and when required by the Debenture Trustee, give full particulars to the Debenture Trustee of all the Hypothecated Assets from time to time;</p> <p>(viii) the security interest created on the Hypothecated Assets shall be a continuing security; and</p> <p>(ix) the Hypothecated Assets (SPV) shall fulfil the eligibility criteria set out in the DTD.</p> <p><b>SPECIFIED DISCLOSURES</b></p> <p>(a) <b>Type of security:</b> Receivables/book debts, rights in underlying contracts, accounts (i.e., movable assets).</p> <p>(b) <b>Type of charge:</b> Hypothecation.</p> <p>(c) <b>Date of creation of security/likely date of creation of security:</b> On or prior to the Deemed Date of Allotment.</p> <p>(d) <b>Minimum security cover:</b> As set out under the Sections titled "Security Cover and Pool Cover", and "Maintenance of Pool Cover" above.</p> <p>(e) <b>Revaluation:</b> N. A.</p> <p>(f) <b>Replacement of security:</b> Please refer Sections named "Security Cover and Pool Cover" and "Maintenance of Pool Cover".</p> <p>(g) <b>Interest over and above the coupon rate:</b></p> <p>(i) The Issuer agrees to pay interest at the rate of 15%</p>
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	<p>(fifteen percent) per annum on the Outstanding Principal Amounts in case of the occurrence of any Event of Default, from the date of the occurrence of such Event of Default until the Event of Default is cured or the Secured Obligations are repaid.</p> <p>(ii) In the event of any delay in the execution of any Debenture Documents (including the DTD or the Deeds of Hypothecation or any Guarantee), the Issuer will, at the option of the Debenture Holders, either (A) refund the Application Money together with interest at the Annualised Interest Rate/discharge the Secured Obligations to the Debenture Holders, or (B) pay to the Debenture Holders penal interest at the rate of 2% (two percent) per annum charged on the Outstanding Principal Amounts in addition to the Annualised Interest Rate till the relevant Debenture Documents (as the case may be) are duly executed to the satisfaction of the Debenture Holders.</p> <p><b>OTHER CONTRACTUAL COMFORT</b></p> <p>(a) The Debentures shall be guaranteed by way of unconditional and irrevocable guarantee to be provided by the SPV Trust pursuant to the SPV Guarantee in favour of the Debenture Trustee (acting on behalf of and for the benefit of the Debenture Holders) to be executed in a form and manner satisfactory to the Debenture Trustee.</p> <p>(b) The Debenture Trustee may invoke or claim under the SPV Guarantee, without being obligated or having to take recourse under the Transaction Security or any other contractual comfort provided by the Issuer.</p>
<b>Transaction Documents</b>	<p>Means:</p> <p>(a) the DTD;</p> <p>(b) the Debenture Trustee Agreement;</p> <p>(c) the Deeds of Hypothecation;</p> <p>(d) the SPV Guarantee;</p> <p>(e) the Debt Disclosure Documents;</p> <p>(f) the letters issued by the, and each memorandum of understanding/agreement entered into with, the Rating Agency, the Debenture Trustee and/or the Registrar;</p> <p>(g) each tripartite agreement between the Issuer, the Registrar and any Depository; and</p>

	(h) any other document or undertaking that may be designated as a Debenture Document by the Debenture Trustee or the Debenture Holders.
<b>Conditions precedent to Disbursement</b>	<p>The Issuer shall fulfil the following conditions precedent, to the satisfaction of the Debenture Trustee/the Applicants, prior to the Deemed Date of Allotment, and shall submit and provide to the Debenture Trustee/the Applicants:</p> <p><b>AUTHORISATIONS</b></p> <p>(a) a copy of the Issuer's Constitutional Documents certified as correct, complete and in full force and effect by the appropriate officer;</p> <p>(b) a copy of resolution of the Issuer's board of directors/committee of the Issuer's board of directors authorising the execution, delivery and performance of the Debenture Documents certified as correct, complete and in full force and effect by an appropriate officer of the Issuer;</p> <p>(c) copies of the resolution of the shareholders of the Issuer under Sections 180(1)(c) and 180(1)(a) of the Act, certified as correct, complete and in full force and effect by an appropriate officer of the Issuer;</p> <p>(d) copies of the resolution of the shareholders of the Issuer under Section 42 of the Act, certified as correct, complete and in full force and effect by an appropriate officer of the Issuer;</p> <p>(e) a copy of the limited liability partnership agreement/limited liability partnership deed and the registration certificate of the Key Shareholder;</p> <p>(f) a copy of the letter of authorization/resolution of the partners of the Key Shareholders authorising the execution, delivery and performance of the undertaking(s) and other documents required to be provided Key Shareholder in respect of the Debentures;</p> <p>(g) a copy of the Trust Deed, <i>inter alia</i>, enabling the providing of the SPV Guarantee and the Deed of Hypothecation (SPV);</p> <p><b>TRANSACTION DOCUMENTS</b></p> <p>(h) execution, delivery and stamping of the Debenture Documents (including the Debt Disclosure Documents) in a form and manner satisfactory to the Debenture Trustee;</p> <p><b>CERTIFICATES</b></p> <p>(i) a certificate from the authorised signatories of the Issuer addressed to the Debenture Trustee confirming as on the Deemed Date of Allotment/the date of the certificate:</p> <p>(A) the persons authorised to sign the Debenture</p>

	<p>Documents and any document to be delivered under or in connection therewith, on behalf of the Issuer, together with the names, titles and specimen signatures of such authorised signatories;</p> <p>(B) the Issuer has the necessary power under the Constitutional Documents to borrow monies by way of the issuance of the Debentures and create the Transaction Security to secure such Debentures;</p> <p>(C) the issuance of the Debentures and the creation of security over the Hypothecated Assets will not cause any limit, including any borrowing or security providing limit binding on the Issuer to be exceeded;</p> <p>(D) no consents and approvals are required by the Issuer from its creditors or any Governmental Authority or any other person for the issuance of the Debentures and creation of security under the Deeds of Hypothecation;</p> <p>(E) the representations and warranties contained in the DTD are true and correct in all respects;</p> <p>(F) no Event of Default or Credit Event has occurred or is subsisting;</p> <p>(G) no Material Adverse Effect has occurred;</p> <p>(H) no investor or shareholder consent/approval, pursuant to the articles of association of the Issuer or any shareholders' agreements or other documents/instruments entered into by the Issuer and its shareholders and investors, is required for the Issuer to enter into or perform its obligations under the Transaction Documents;</p> <p>(I) the issuance of the Debentures and the transactions contemplated herein will not have an adverse impact on the rights of any of the shareholders/investors of the Issuer; and</p> <p>(J) the Assigned Assets do not form a substantial part of the undertakings/assets of the Issuer;</p> <p>(j) a certificate from the authorised signatories of the Key Shareholder addressed to the Debenture Trustee confirming as on the Deemed Date of Allotment/the date of the certificate:</p> <p>(i) the persons authorised to sign the Debenture Documents and any document to be delivered under or in connection therewith, on behalf of the Key Shareholder, together with the names, titles and specimen signatures of such authorised signatories;</p>
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	<p>(ii) the Key Shareholder has the necessary power under its constitutional documents/partnership deed to enter into the Debenture Documents signed/executed by it;</p> <p><b>OTHER DOCUMENTS AND EVIDENCES</b></p> <p>(k) a copy of the rating letter and/or the rating rationale issued by the Rating Agency in relation to the Debentures;</p> <p>(l) a copy of the consent from the Debenture Trustee to act as the debenture trustee for the Issue;</p> <p>(m) a copy of the consent from the Registrar to act as the registrar and transfer agent for the Issue;</p> <p>(n) a copy of the tripartite agreement(s) executed between the Issuer, the Registrar and the Depository;</p> <p>(o) evidence that all 'know your customer' requirements to the satisfaction of the Debenture Trustee/the Applicants has been provided;</p> <p>(p) the audited financial statements of the Issuer for the Financial Year ended March 31, 2020, and/or limited review/unaudited financial results for the quarter/half year ended December 31, 2020 (if so available);</p> <p>(q) (if so required) a copy of the in-principle approval provided by the BSE in respect of the listing of the Debentures; and</p> <p>(r) such other information, documents, certificates, opinions and instruments as the Debenture Holders may request.</p>
<b>Conditions subsequent to Disbursement</b>	<p>The Issuer shall fulfil the following conditions subsequent, to the satisfaction of the Debenture Trustee:</p> <p>(a) the Issuer shall ensure that the Debentures are credited into the demat accounts of the Debenture Holders of the Debentures within 1 (one) Business Day from the Deemed Date of Allotment;</p> <p>(b) the Issuer shall, on or prior to the utilisation of the Application Money received by the Issuer, or within 15 (fifteen) days of the allotment of Debentures, whichever is earlier, file a return of allotment of securities under Form PAS-3 of the Companies (Prospectus and Allotment of Securities) Rules, 2014 with the ROC along with a list of the Debenture Holders and with the prescribed fee;</p> <p>(c) the Issuer shall:</p> <p>(i) in respect of the Deed of Hypothecation (Company), file a copy of Form CHG-9 with ROC and shall ensure and procure that the Debenture Trustee files the</p>

	<p>prescribed Form I with CERSAI, each within 30 (thirty) days from the date of execution of the Deed of Hypothecation (Company); and</p> <p>(ii) in respect of the Deed of Hypothecation (SPV), ensure and procure that the Debenture Trustee files the prescribed Form I with CERSAI, within 30 (thirty) days from the date of execution of the Deed of Hypothecation (SPV);</p> <p>(d) the Issuer shall make the application for listing of the Debentures and obtain listing of the Debentures within the time period prescribed under the SEBI Listing Timelines Circular; and</p> <p>(e) comply with such other condition and provide such other information and documents as the Debenture Holders may request or as may be required under Applicable Law.</p>
<p><b>Event of Default (including manner of voting /conditions of joining Inter Creditor Agreement)</b></p>	<p>Each of the events or circumstances is an Event of Default.</p> <p>(a) <b>Non-Payment</b></p> <p>(i) The Issuer does not pay/make the Redemption Payment, and/or any other amounts due and payable by it under the Debenture Documents on the Final Redemption Date.</p> <p>(ii) The SPV Trustee fails to comply with its obligations under the Section 6.7 (i) (<i>Hypothecated Assets (SPV)</i>), including in respect of any failure in selling/disposing off the Assigned Assets as set out therein.</p> <p>(iii) The SPV Guarantor does not pay any amount payable pursuant to the DTD and the SPV Guarantee in accordance with the terms of the DTD and the other Transaction Documents at the place and in the currency in which it is expressed to be payable.</p> <p>(b) <b>Misrepresentation</b></p> <p>Any representation or warranty made by the Issuer in any Debenture Document or in any certificate, financial statement or other document delivered to the Debenture Trustee/Debenture Holders by the Issuer shall prove to have been incorrect, false or misleading in any material respect when made or deemed made.</p> <p>(c) <b>Unlawfulness</b></p> <p>It is or becomes unlawful or illegal for the Issuer to perform any of its obligations under the Debenture Documents and/or any obligation or obligations of the Issuer under any Debenture</p>



	<p>Document are not or cease to be valid, binding or enforceable.</p> <p>(d) <b>Repudiation</b></p> <p>The Issuer repudiates any of the Transaction Documents, or evidences an intention to repudiate any of the Transaction Documents.</p> <p>(e) <b>Debenture Documents</b></p> <p>the DTD or any other Debenture Document (in whole or in part), is terminated or ceases to be effective or ceases to be in full force or no longer constitutes valid, binding and enforceable obligations of the Issuer.</p> <p>(f) <b>Delisting</b></p> <p>The Debentures are, delisted or cease to be listed on the wholesale debt market segment of the BSE for any reason whatsoever (whether or not attributable to any action of the Issuer) at any time prior to the Final Settlement Date.</p> <p>(g) <b>Corporate governance; Data integrity</b></p> <p>Failure by the Issuer to meet standards with respect to management, governance, and data integrity, as may be required by the Debenture Trustee and the Debenture Holders.</p> <p>(h) <b>Material Adverse Effect</b></p> <p>The occurrence of a Material Adverse Effect, in the sole determination of the Debenture Trustee (acting on the instructions on the Debenture Holders), if such Material Adverse Effect, to the extent capable of remedy (as determined by the Debenture Trustee (acting on the instructions of the Debenture Holders)), is not remedied within 30 (thirty) calendar days of occurrence.</p> <p>(i) <b>Insolvency</b></p> <p>(A) Any resolution is passed resolving or to consider resolving that the Issuer be wound up voluntarily, or any order for winding up of the Issuer is made by any competent court or tribunal, other than for the purposes of any amalgamation or reconstruction of the Issuer entered into with the prior approval of the Debenture Trustee in accordance with the provisions of the DTD.</p> <p>(B) The Issuer commits any act or undertakes any action which may result in the insolvency/liquidation of the Issuer.</p> <p>(C) The Issuer being determined as insolvent under the Insolvency and Bankruptcy Code, 2016 (read with the</p>
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	<p>Insolvency and Bankruptcy (Insolvency and Liquidation Proceedings of Financial Service Providers and Application to Adjudicating Authority) Rules, 2019, and any other rules and regulations framed thereunder from time to time).</p> <p>(j) <b><i>Liquidation or Dissolution of the Company / Appointment of Receiver or Liquidator</i></b></p> <p>Any corporate action, legal proceedings or other procedure or step is taken in relation to:</p> <ul style="list-style-type: none"> <li>(i) the suspension of payments, a moratorium of any Financial Indebtedness, winding-up, dissolution, administration or re-organisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Issuer;</li> <li>(ii) a composition, compromise, assignment or arrangement with any creditor of the Issuer or its creditors generally;</li> <li>(iii) the appointment of a liquidator, receiver, provisional liquidator, administrative receiver, administrator, compulsory manager, resolution professional, trustee, supervisor or other similar officer in respect of the Issuer or any of its assets or any part of the undertaking of the Issuer;</li> <li>(iv) a petition for reorganization, arrangement, adjustment, winding up or composition of debts of the Issuer is filed by the Issuer (voluntary or otherwise) or any other person, or such a petition has been admitted, and such proceedings are not dismissed within 15 (fifteen) days of filing;</li> <li>(v) the Issuer, in respect of any reference or enquiry or proceedings commenced, before the National Companies Law Tribunal or under any mechanism or prescription of the RBI in respect of resolution/restructuring of stressed assets (including without limitation, under the Stressed Assets Framework);</li> <li>(vi) the commencement of an insolvency resolution process under the (Indian) Insolvency and Bankruptcy Code, 2016 read together with the Insolvency and Bankruptcy (Insolvency and Liquidation Proceedings of Financial Service Providers and Application to Adjudicating Authority) Rules, 2019, and any other rules and regulations made thereunder from time to time, or under any other Applicable Law, in respect of the Issuer;</li> <li>(vii) enforcement of any security over any Assets of the</li> </ul>
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	<p>Issuer or any analogous procedure or step is taken in any jurisdiction; or</p> <p>(viii) any other event occurs or proceeding instituted under any applicable Law that would have an effect analogous to any of the events listed in (i) to (vii) above.</p> <p>(k) <b><i>Servicing Obligations</i></b></p> <p>The Issuer defaults in respect of the servicing obligations undertaken by it with respect to the transactions contemplated under the Servicing Agreement or any other Transaction Documents.</p> <p>(l) <b><i>Legal Proceedings</i></b></p> <p>If one or more legal or governmental proceedings are initiated against the Issuer or any claims are made against the Issuer, which in the opinion of the Debenture Trustee (acting on the instructions of the Majority Debenture Holders) (acting reasonably, may impair the Issuer's ability to perform its obligations undertaken in terms of the Debenture Documents or which has a Material Adverse Effect.</p> <p>(m) <b><i>Expropriation</i></b></p> <p>Any expropriation, attachment, garnishee, sequestration, distress or execution affects any assets of the Issuer (including the Hypothecated Assets (Company)) and which has a Material Adverse Effect on the ability of the Issuer to comply with its payment obligations under the Debenture Documents.</p> <p>(n) <b><i>Revocation of Licenses and Authorisations</i></b></p> <p>Any authorisations, licenses (including operating licenses), consents and approvals required by the Issuer under Applicable Law to enable it to perform its obligations under the Debenture Documents, to ensure the legality, validity, enforceability or admissibility of the Debenture Documents, and to enable it to carry on its business are revoked or suspended or cancelled in any manner.</p> <p>(o) <b><i>Accelerated Redemption Event (Company)</i></b></p> <p>A failure of the Issuer to repay all Outstanding Amounts within 30 (thirty) calendar days from the date of occurrence of an Accelerated Redemption Event (Company).</p> <p>(p) <b><i>Credit Event</i></b></p> <p>(i) The occurrence of a Credit Event during the Uncovered Period.</p> <p>(ii) Upon the occurrence of a Credit Event, any of the</p>
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	<p>receivables comprising the Assigned Assets are not deposited by the Issuer in the Collection and Payment Account (for any reason whatsoever) within the timelines prescribed in the Transaction Documents (including pursuant to Section 6.7(g) (<i>Transfer to the Collection and Payment Account</i>)), and the Issuer has made a payment default in relation to any of its Financial Indebtedness.</p>
	<p>(q) <b>Business</b></p> <p>(i) The Issuer without obtaining the prior consent of the Majority Debenture Holders ceases or threatens to cease to carry on its business or gives notice of its intention to do so.</p> <p>(ii) The passing of any order of a competent court or tribunal ordering, restraining or otherwise preventing the Issuer from conducting all or any material part of its business.</p> <p>(iii) The Issuer's organizational status or any licenses or franchise is revoked or suspended by any Governmental Authority, and the Issuer has exhausted all remedies and appeals relating thereof.</p>
	<p>(r) <b>Creditors' Process</b></p> <p>All or a material part of the undertaking, assets, rights or revenues of the Issuer are condemned, seized, nationalised, expropriated or compulsorily acquired, or shall have assumed custody or control of all or substantial part of the business or operations of the Issuer (including operations, properties and other assets), or shall have taken any action for the dissolution of the Issuer, or any action that would prevent the Issuer, their members, or their officers from carrying on their business or operations or a substantial part thereof, by or under the authority of any Governmental Authority.</p>
	<p>(s) <b>Judgment Defaults</b></p> <p>One or more judgments or decrees entered against the Issuer involving a liability (not paid or not covered by a reputable and solvent insurance company), individually or in the aggregate, exceeding 10% (ten percent) of the Total Assets of the Issuer provided such judgments or decrees are either final and non-appealable or have not been vacated, discharged or stayed pending appeal for any period of 30 (thirty) calendar days.</p>
	<p>(t) <b>Authorisations</b></p> <p>The withdrawal, failure of renewal, or failure by the Issuer to obtain any Authorisation or any other statutory or regulatory approval in any relevant jurisdiction for the issuance of the</p>

	<p>Debentures or the providing of the Transaction Security.</p> <p>(u) <b>Security in Jeopardy</b></p> <p>In the opinion of the Debenture Trustee any of the Hypothecated Asset(s) are in jeopardy.</p> <p>(v) <b>Security</b></p> <p>(i) The value of the Hypothecated Assets (Company) is insufficient to maintain the Security Cover or the Issuer fails to maintain the Security Cover (including by way of providing additional/alternate security to the satisfaction of the Debenture Trustee) within the time period prescribed by the Debenture Documents.</p> <p>(ii) The value of the Client Loans comprising the Hypothecated Assets (SPV) is insufficient to maintain the Pool Cover or the Issuer is unable to assign further Client Loans to the SPV Trust in accordance with the terms of the Cover Pool Documents.</p> <p>(iii) Any of the Transaction Documents fails to provide the security interests, rights, title, remedies, powers or privileges intended to be created thereby (including the priority intended to be created thereby), or such security interests fail to have the priority contemplated under the Transaction Documents, or the security interests become unlawful, invalid or unenforceable.</p> <p>(iv) The SPV Guarantee is not issued in favour of the Debenture Holders and/or the Debenture Trustee (acting on behalf of and for the benefit of the Debenture Holders).</p> <p>(v) The Issuer creates or attempts to create any mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having similar effect, over the Hypothecated Assets (Company), without the prior consent of the Debenture Trustee.</p> <p>(vi) The Issuer and the SPV Trust fail to create and perfect the security over the Hypothecated Assets within the timelines prescribed by under the Debenture Documents (including in respect of the filing of Form CHG-9 with the ROC (if applicable)).</p> <p>(w) <b>Change of Control</b></p> <p>Any Change of Control or a Change of Control Event occurs.</p> <p>(x) <b>Breach of Other Covenants</b></p>
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	Any breach of any covenant or undertaking of the Issuer in the Debenture Documents (other than (a) to (w) above) if such breach is, to the extent capable of remedy (as determined by the Debenture Trustee (acting on the instructions of the Debenture Holders)), not remedied within 30 (thirty) days of occurrence, or such other time period as may be prescribed by the Debenture Trustee (acting on the instructions of the Debenture Holders) in its sole discretion.
<b>Creation of recovery expense fund</b>	The Issuer hereby undertakes and confirms that it shall, within the time period prescribed under the SEBI Recovery Expense Fund Circular, establish and maintain the Recovery Expense Fund in such manner/mode as is prescribed under the SEBI Recovery Expense Fund Circular.
<b>Conditions for breach of covenants (as specified in Debenture Trust Deed)</b>	Please refer Section 6.6 ( <i>Credit Events</i> ) and Section titled "Events of Default" above.
<b>Provisions related to Cross Default</b>	<p>The following is a Credit Event under the DTD:</p> <p>The Issuer:</p> <ul style="list-style-type: none"> <li>(i) defaults in any payment of any Financial Indebtedness beyond the period of grace, if any, provided in the instrument or agreement under which such Financial Indebtedness was created;</li> <li>(ii) defaults in the observance or performance of any agreement or condition relating to any Financial Indebtedness or contained in any instrument or agreement evidencing, securing or relating thereto or any other event shall occur or condition exist, the effect of which default or other event or condition is to cause or to permit the holder or holders of such Financial Indebtedness to cause (with the giving of notice or the passage of time or both would permit or cause) any such Financial Indebtedness to become due prior to its stated maturity; or</li> <li>(iii) any Financial Indebtedness of the Issuer is declared to be due and payable, or required to be prepaid other than by a regularly scheduled required prepayment (whether or not such right shall have been waived), prior to the stated maturity thereof.</li> </ul>
<b>Terms and conditions of debenture trustee agreement including fees charged by debenture trustees(s), details of security to be created and process of due diligence carried out by the debenture trustee</b>	Please refer Annexure III, Annexure IX and the consent letter of the Debenture Trustee for terms and conditions of the appointment of the Debenture Trustee and fee of the Debenture Trustee.
<b>Roles and Responsibilities of the Debenture Trustee</b>	<p>The Debenture Trustee shall comply with all its roles and responsibilities as prescribed under Applicable Law and the Transaction Documents, including:</p> <ul style="list-style-type: none"> <li>(a) the Debenture Trustee may, in relation to the DTD and the other Debenture Documents (i) act on the opinion or advice of or any information obtained from any solicitor, counsel, advocate,</li> </ul>

	<p>valuer, surveyor, broker, auctioneer, qualified accountant or other expert whether obtained by the Issuer or by the Debenture Trustee or otherwise, and (ii) execute, sign and do any deeds, documents, assurances, acts and things in the name and on behalf of the Issuer, which in the opinion of the Debenture Trustee, are necessary for the purpose of carrying out any of the trusts declared or obligations made applicable to the Debenture Trustee under the DTD or other Debenture Documents or under Applicable Law (including the SEBI Listed Debentures Circulars);</p> <p>(b) subject to the approval of the Debenture Holders by way of a Special Resolution passed at a meeting of the Debenture Holders held for determining the liability of the Debenture Trustee, the Debenture Trustee shall, as regards all trusts, powers, authorities and discretions, have the discretion as to the exercise thereof and to the mode and time of exercise thereof. In the absence of any fraud, gross negligence, willful misconduct or breach of trust the Debenture Trustee shall not be responsible for any loss, costs, charges, expenses or inconvenience that may result from the aforementioned exercise or non-exercise thereof. The Debenture Trustee shall not be bound to act at the request or direction of the Debenture Holders under any provisions of the Debenture Documents unless sufficient amounts shall have been provided or provision to the satisfaction of the Debenture Trustee has been made for providing such amounts and the Debenture Trustee is indemnified to its satisfaction against all further costs, charges, expenses and liability which may be incurred in complying with such request or direction;</p> <p>(c) with a view to facilitating any dealing under any provisions of the DTD or the other Debenture Documents, subject to the Debenture Trustee obtaining the consent of the Majority Debenture Holders, the Debenture Trustee shall have (i) the power to consent (where such consent is required) to a specified transaction or class of transactions (with or without specifying additional conditions); and (ii) to determine all questions and doubts arising in relation to the interpretation or construction any of the provisions of the DTD;</p> <p>(d) the Debenture Trustee shall not be responsible for the amounts paid by the Applicants for the Debentures;</p> <p>(e) the Debenture Trustee shall not be responsible for acting upon any resolution purporting to have been passed at any meeting of the Debenture Holders in respect whereof minutes have been made and signed even though it may subsequently be found that there was some defect in the constitution of the meeting or the passing of the resolution or that for any reason the resolution was not valid or binding upon the Debenture Holders;</p> <p>(f) the Debenture Trustee and each receiver, attorney, manager, agent or other person appointed by it shall, subject to the</p>
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	<p>provisions of the Act, be entitled to be indemnified by the Issuer in respect of all liabilities and expenses incurred by them in the execution or purported execution of the powers and trusts thereof;</p> <p>(g) subject to the approval of the Debenture Holder(s) by way of a Special Resolution passed at a meeting of Debenture Holder(s) held for determining the liability of the Debenture Trustee and in the absence of fraud, gross negligence, wilful misconduct or breach of trust, the Debenture Trustee shall not be liable for any of its actions or deeds in relation to the Debenture Documents;</p> <p>(h) subject to the approval of the Debenture Holder(s) by way of Special Resolution passed at a meeting of Debenture Holders held for determining the liability of the Debenture Trustee and in the absence of fraud, gross negligence, wilful misconduct or breach of trust, the Debenture Trustee, shall not be liable for any default, omission or delay in performing or exercising any of the powers or trusts herein expressed or contained herein or in enforcing the covenants contained herein or in giving notice to any person of the execution hereof or in taking any other steps which may be necessary, expedient or desirable or for any loss or injury which may be occasioned by reason thereof unless the Debenture Trustee shall have been previously requested by notice in writing to perform, exercise or do any of such steps as aforesaid given in writing by the Majority Debenture Holder(s) or by a Majority Resolution duly passed at a meeting of the Debenture Holders. The Debenture Trustee shall not be bound to act at the request or direction of the Debenture Holders under any provisions of the Debenture Documents unless sufficient amounts shall have been provided or provision to the satisfaction of the Debenture Trustee has been made for providing such amounts and the Debenture Trustee is indemnified to its satisfaction against all further costs, charges, expenses and liability which may be incurred in complying with such request or direction;</p> <p>(i) notwithstanding anything contained to the contrary in the DTD, the Debenture Trustee shall before taking any action on behalf of the Debenture Holders or providing any consent on behalf of the Debenture Holders, obtain the written consent of the Majority Debenture Holders;</p> <p>(j) the Debenture Trustee shall forward to the Debenture Holders copies of any information or documents from the Issuer pursuant to the DTD within 2 (two) Business Days of receiving such information or document from the Issuer; and</p> <p>(k) the Debenture Trustee shall, until the Final Settlement Date, adhere to and comply with its obligations and responsibilities under the SEBI Defaults (Procedure) Circular and the SEBI Recovery Expense Fund Circular.</p>
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<b>Risk factors pertaining to the issue</b>	Please refer to Section 3 ( <i>Risk Factors</i> ).
<b>Governing Law &amp; Jurisdiction</b>	The Debentures and the Transaction Documents will be governed by and construed in accordance with the laws of India, and all disputes in respect of the Debentures and the Transaction Documents will be subject to the exclusive jurisdiction of the courts and tribunal at New Delhi, India, and as more particularly provided for in the respective Transaction Documents.
<b>Accelerated Redemption (SPV Trustee)</b>	<p>(a) Without prejudice to any rights and remedies available to the Debenture Trustee and the Debenture Holders under the Transaction Documents, upon the occurrence of a Credit Event, commencing from the Credit Event Date, the SPV Trustee shall be required to:</p> <p>(i) cease making any payments to the Issuer (in its capacity as the residual beneficiary under the Cover Pool Document and the contributor under the Contribution Agreements) pursuant to the Cover Pool Documents; and</p> <p>(ii) as and when the SPV Trust collects/receives any amounts in respect of the Assigned Assets (including in the Collection and Payment Account), to transfer such amounts to the Debenture Trustee within 1 (one) Business Day from the date of collection/receipt in the Collection and Payment Account. The aforesaid amounts will be transferred by the SPV Trustee to the Designated Account and will be utilized for accelerated redemption of the Debentures/repayment of the Outstanding Amounts.</p> <p>(b) The amounts received by the Debenture Trustee will be utilized for the purposes of accelerated redemption of the Debentures in accordance with the terms of the DTD.</p> <p>(c) For the avoidance of doubt, it is hereby clarified that no intimation/notification is required to be provided to the SPV Trustee for the purposes of undertaking the process set out under (a) and (b) above.</p> <p>(d) The Parties agree that, each time a payment pursuant to this paragraph is made by the SPV Trustee to the Debenture Trustee (for the accelerated redemption of the Debentures), the Debenture Trustee (acting on the instructions of the Majority Debenture Holders) shall provide to the Issuer, a revised redemption schedule in respect of the Debentures. The Parties agree that any revised redemption schedule provided by the Debenture Trustee (acting on the instructions of the Majority Debenture Holders) to the Issuer pursuant to this paragraph shall be binding on the Issuer, and shall be effective as on the date determined by the Debenture Trustee (acting on the instructions of the Majority Debenture Holders).</p>

Accelerated (Company)	Redemption	<p>(a) The Parties hereby agree and acknowledge that the obligations of the Issuer (as the Servicer) to make payments in respect of the Assigned Assets into the Collection and Payment Account (including, upon the occurrence of a Credit Event, pursuant to Section 6.7(g) (<i>Transfer to the Collection and Payment Account</i>)) are independent and distinct from the obligations of the Issuer to make repayments in respect of the Outstanding Amounts herein.</p> <p>(b) Upon the occurrence of an Accelerated Redemption Event (Company), all the Outstanding Amounts shall become due and payable by the Issuer within 30 (thirty) calendar days from the date of occurrence of the Accelerated Redemption Event (Company), and the Issuer shall be required to deposit all Outstanding Amounts into the Designated Account (or such other account as may be communicated by the Debenture Holders) within the aforementioned timeline for the purposes of accelerated redemption of the Debentures.</p> <p>(c) A failure of the Issuer to comply with its obligations under subparagraph (b) above shall be an Event of Default under the Debenture Documents.</p> <p>The Parties hereby agree that no additional action/notice/intimation shall be required to be provided by the Debenture Trustee or the SPV Trustee to the Issuer in respect of the occurrence of an Accelerated Redemption Event (Company) or any other event set out under this provision.</p>
Additional Guidelines)	Disclosures (MLD	<p>(a) <b>Confirmations from the Issuer:</b> The Issuer confirms as follows: (i) The Debentures issued are principal protected and promise the return of the principal amount of the Debentures in full on the Final Redemption Date; and (ii) the Issuer has a Net Worth of more than INR 100,00,00,000 (Indian Rupees One Hundred Crore).</p> <p>(b) <b>Credit rating:</b> The Debentures have been rated "Acuite Provisional PPMLD AA+ (CE)" by Acuite Rating and Research Limited in accordance with the MLD Guidelines.</p> <p>(c) <b>Scenario analysis/valuation matrix:</b> The detailed scenario analysis/valuation matrix showing value of the Debentures under different market conditions such as rising, stable and falling market conditions (along with a suitable graphic representation) has been set out under Annexure VI below.</p> <p>(d) <b>Risk Factor (Model Risk):</b> The Debentures are subject to model risk, i.e., the Debentures are created on the basis of complex mathematical models involving multiple derivative exposures which may or may not be hedged and the actual behavior of the securities selected for hedging may significantly differ from the returns predicted by the mathematical models. Please also refer the sub-section titled "<i>Structure Risks</i>" and "<i>Model Risk</i>" under Section 3 above.</p>

	<p>(e) <b>Risk Factor (Other):</b> The principal amount is subject to the credit risk of the issuer whereby the investor(s) may or may not recover all or part of the funds in case of default by the Issuer. Please also refer sub-section titled "<i>Repayment is Subject to the Credit Risk of the Issuer</i>" in Section 3 above.</p> <p>(f) <b>Interest on annualised basis:</b> Please refer the definitions of "Annualised Interest Rate" and "Interest Amounts". Please also refer Annexure VI.</p> <p>(g) <b>Valuation:</b> The latest and historical valuation for the Debentures shall be made available on the websites of the Issuer and of the Valuation Agent appointed for the Debentures.</p> <p>(h) <b>Commissions:</b> Details of the commissions (by whatever name called), paid by the Issuer to persons acting as the distributor for selling/distribution/ placement of the Debentures are as follows: Not applicable</p> <p>(i) <b>Premature Redemption:</b> Please refer sections titled "<i>Accelerated Redemption (SPV Trustee)</i>", "<i>Accelerated Redemption (Company)</i>" and "<i>Call Price</i>".</p>
<b>Valuation Agent</b>	<p>ICRA Analytics Limited has been appointed as the valuation agent by the Issuer in respect of the Debentures.</p> <p>The Issuer shall pay fees to the valuation agent of up to INR 1,00,000.</p> <p>The fees of the valuation agent shall be paid by the Issuer and the Issuer shall not charge any of the investors/Debenture Holders for such services.</p>
<b>Additional Disclosures (Security Creation)</b>	<p>The Issuer agrees to pay interest at the rate of 15% (fifteen percent) per annum on the Outstanding Principal Amounts in case of the occurrence of any Event of Default, from the date of the occurrence of such Event of Default until the Event of Default is cured or the Secured Obligations are repaid.</p> <p>In the event of any delay in the execution of any Debenture Documents (including the DTD or the Deeds of Hypothecation or any Guarantee), the Issuer will, at the option of the Debenture Holders, either, (a) refund the Application Money together with interest at the Annualised Interest Rate/discharge the Secured Obligations to the Debenture Holders, or (b) pay to the Debenture Holders penal interest at the rate of 2% (two percent) per annum charged on the Outstanding Principal Amounts in addition to the Annualised Interest Rate till the relevant Debenture Documents (as the case may be) are duly executed to the satisfaction of the Debenture Holders.</p>
<b>Additional Disclosures (Default in Payment)</b>	<p>The Issuer agrees to pay interest at the rate of 15% (fifteen percent) per annum on the Outstanding Principal Amounts in case of the occurrence of any Event of Default, from the date of the occurrence of such Event of Default until the Event of Default is cured or the Secured Obligations are repaid.</p>

<b>Additional Disclosures (Delay in Listing)</b>	<p>(a) In the event there is any delay in listing of the Debentures beyond the Listing Period, the Issuer will:</p> <p>(i) pay to the Debenture Holders, penal interest of 2% (two percent) per annum over the Annualised Interest Rate, from the closure of the issue of the Debentures until the listing of the Debentures is completed. Such amounts shall be determined separately with reference to the abovementioned incremental rate and paid in addition to the Interest Amounts together with the Redemption Payment on the relevant Due Date; and</p> <p>(ii) be permitted to utilise the issue proceeds of its 2 (two) subsequent privately placed issuances of securities only after receiving final listing approval from the stock exchange(s).</p> <p>(b) In the event the Debentures are delisted and remain delisted for a continuous period of 1 (one) month, the Issuer will pay to the Debenture Holders, penal interest of 2% (two percent) per annum over the Annualised Interest Rate calculated on the Outstanding Principal Amounts, which interest will be calculated from the Deemed Date of Allotment and until the Debentures are listed on the wholesale debt market segment of the BSE. Such amounts shall be determined separately with reference to the abovementioned incremental rate and paid in addition to the Interest Amounts together with the Redemption Payment on the relevant Due Date.</p>
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**Notes:**

1. *If there is any change in Coupon Rate pursuant to any event including elapse of certain time period or downgrade in rating, then such new Coupon Rate and events which lead to such change should be disclosed.*
2. *The procedure used to decide the dates on which the payment can be made and adjusting payment dates in response to days when payment can't be made due to any reason like sudden bank holiday etc., should be laid down.*
3. *The list of documents which has been executed or will be executed in connection with the issue and subscription of debt securities shall be annexed.*
4. *While the debt securities are secured to the tune of 100%(One Hundred Percent)of the principal and interest amount or as per the terms of Information Memorandum, 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.*
5. *The penal interest rates mentioned above as payable by the Issuer are independent of each other*

6. *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.*

#### **4.20 Undertakings – Creation of Security**

The assets over which security is proposed to be created to secure the Debentures are the sole and absolute property of the Issuer and are free from any mortgage, charge or encumbrance and are not subject to any lis pendens, attachment, or other order or process issued by any Governmental Authority.

## **SECTION 5: DISCLOSURES PERTAINING TO WILFUL DEFAULT**

In case of listing of debt securities made on private placement, the following disclosures are required to be made:

- A. **Name of the Bank declaring the entity as a Wilful Defaulter:** NIL
- B. **The year in which the entity is declared as a Wilful Defaulter:** NIL
- C. **Outstanding amount when the entity is declared as a Wilful Defaulter:** NIL
- D. **Name of the entity declared as a Wilful Defaulter:** NIL
- E. **Steps taken, if any, for the removal from the list of wilful defaulters:** NIL
- F. **Other disclosures, as deemed fit by the Issuer in order to enable investors to take informed decisions:** NIL
- G. **Any other disclosure as specified by SEBI:** NIL

## SECTION 6: KEY TERMS OF THE TRANSACTION

### 6.1 Representations and Warranties

(a) **Status**

- (i) It is a company, duly incorporated, registered and validly existing under Applicable Law.
- (ii) It is a non-banking financial company registered with the RBI.
- (iii) It has the power to own its Assets and carry on its business as it is being conducted.

(b) **Binding obligations**

The obligations expressed to be assumed by it under the Debenture Documents are legal, valid, binding and enforceable obligations.

(c) **Non-conflict with other obligations**

The entry into and performance by it of, and the transactions contemplated by the Debenture Documents do not and will not conflict with, or constitute a default under:

- (i) any Applicable Law;
- (ii) its Constitutional Documents;
- (iii) any judgement, decree, order or award; or
- (iv) any agreement or instrument binding upon it or any of its Assets.

(d) **Power and authority; Illegality**

It has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, the Debenture Documents to which it is a party and the transactions contemplated by such Debenture Documents. It is not unlawful or illegal for the Issuer to perform any of its obligations under the Debenture Documents.

(e) **Validity and admissibility in evidence**

All approvals, authorisations, consents, permits (third party, statutory or otherwise) required or desirable:

- (i) to enable it lawfully to enter into, exercise its rights and comply with its obligations under the Debenture Documents to which it is a party;
- (ii) to make the Debenture Documents to which it is a party admissible in evidence in its jurisdiction of incorporation; and
- (iii) for it to carry on its business, and which are material,  
  
have been obtained or effected and are in full force and effect.

(f) **No default**

- (i) No Event of Default has occurred and is continuing or would reasonably be expected to result from the execution or performance of any Debenture Documents or the

issuance of the Debentures.

- (ii) No other event or circumstance is outstanding which constitutes (or which would, with the lapse of time, the giving of notice, the making of any determination under the relevant document or any combination of the foregoing, constitute) a default or termination event (however described) under any other agreement or instrument which is binding on the Issuer or any of its Assets or which might have a Material Adverse Effect.

(g) ***Pari passu ranking***

Its payment obligations under the Debenture Documents rank at least *pari passu* with the claims of all of its other senior secured creditors, except for obligations mandatorily preferred by Applicable Law applying to companies generally.

(h) ***No proceedings pending***

Except as disclosed by the Issuer in the Debt Disclosure Documents, annual reports and financial statements, no litigation, arbitration or administrative proceedings of or before any court, arbitral body or agency have been threatened or commenced against the Issuer, which if determined adversely, may have or which purport to have a Material Adverse Effect, or impairs the Issuer's Net Worth.

(i) ***No misleading information***

All information provided by the Issuer to the Debenture Trustee/Debenture Holders is true and accurate in all material respects as at the date it was provided or as at the date (if any) at which it is stated and is not misleading due to omission of material fact or otherwise.

(j) ***Compliance***

- (i) The Issuer has complied with Applicable Law.
- (ii) There has not been and there is no investigation or enquiry by, or order, decree, decision or judgment of any Governmental Authority issued or outstanding or to the best of the Issuer's knowledge (after making due and careful enquiry), anticipated against the Issuer which would have a Material Adverse Effect.
- (iii) No notice or other communication (official or otherwise) from any Governmental Authority has been issued or is outstanding or to the best of the Issuer's knowledge (after making due and careful enquiry), anticipated with respect to an alleged, actual or potential violation and/or failure to comply with any such Applicable Law or requiring them to take or omit any action.
- (iv) The Issuer shall complete all necessary formalities including all filings with the relevant regulatory authorities, including but not limited to the SEBI, the BSE, CERSAI and the ROC and obtain all consents and approvals required for the completion of the Issue.

(k) ***Assets***

- (i) Except for the security interests and encumbrances created and recorded with the ROC, the Issuer has, free from any security interest or encumbrance, the absolute legal and beneficial title to, or valid leases or licenses of, or is otherwise entitled to use (in each case, where relevant, on arm's length terms), all material Assets necessary for the conduct of its business as it is being, and is proposed to be, conducted.



- (ii) Without prejudice to (i) above, the Issuer is the sole owner of all Assets shown on its financial statements provided to the Debenture Holders, other than specifically set out in the aforementioned financial statements.
- (iii) The Assigned Assets do not form a substantial part of the undertakings/assets of the Issuer.

(l) **Financial statements**

- (i) Its financial statements most recently supplied to the Debenture Trustee as of March 31, 2020 (audited) and December 31, 2020 (unaudited) were prepared in accordance the Applicable Accounting Standards consistently applied save to the extent expressly disclosed in such financial statements.
- (ii) Its financial statements as of March 31, 2020 (audited) and December 31, 2020 (unaudited) provided to the Debenture Trustee, give an accurate, true and fair view and represent its financial condition and operations during the Financial Year save to the extent expressly disclosed in such financial statements.

(m) **Solvency**

- (i) The Issuer is able to, and has not admitted its inability to, pay its debts as they mature and has not suspended making payment on any of its debts and it has not been deemed by a court to be unable to pay its debts for the purposes of Applicable Law, nor will it become unable to pay its debts for the purposes of Applicable Law as a consequence of entering into the DTD or any other Debenture Document.
- (ii) The Issuer is solvent and is capable of paying/meeting its obligations as and when they become due.
- (iii) The Issuer, by reason of actual or anticipated financial difficulties, has not commenced, and does not intend to commence, negotiations with one or more of its creditors with a view to rescheduling its Financial Indebtedness.
- (iv) The value of the Assets of the Issuer is more than its liabilities (taking into account contingent and prospective liabilities) and it has sufficient capital to carry on its business.
- (v) The Issuer has not, in respect of itself, taken any corporate action nor has it taken any legal proceedings or other procedure or steps in relation to any bankruptcy proceedings.
- (vi) No insolvency or bankruptcy process has commenced under Applicable Law in respect of the Issuer (including pursuant to the (Indian) Insolvency and Bankruptcy Code, 2016, the Insolvency and Bankruptcy (Insolvency and Liquidation Proceedings of Financial Service Providers and Application to Adjudicating Authority) Rules, 2019, and any other rules and regulations made thereunder from time to time).
- (vii) No reference has been made, or enquiry or proceedings commenced, in respect of the Issuer, before the National Companies Law Tribunal or under any mechanism or prescription of the RBI in respect of resolution/restructuring of stressed assets (including without limitation, under the Stressed Assets Framework).

(n) ***Hypothecated Assets***

- (i) The Hypothecated Assets are the sole and absolute property of the Issuer and are free from any other mortgage, charge or encumbrance and are not subject to any *lis pendens*, attachment, or other order or process issued by any Governmental Authority.
- (ii) None of the Client Loans comprising the Hypothecated Assets have been previously hypothecated, sold, transferred or assigned to any other bank or financial institution.
- (iii) The Debenture Documents executed or to be executed constitute legal, valid and enforceable security interest in favour of the Debenture Trustee and for the benefit of the Debenture Holders on all the assets thereby secured and all necessary and appropriate consents for the creation, effectiveness, priority and enforcement of such security have been obtained.

(o) ***No filings or stamp taxes***

There are no stamp duties, registration, filings, recordings or notarizations before or with any Governmental Authority required to be carried out in India in relation to the execution and delivery of the Transaction Documents by the Issuer other than the:

- (i) stamping of the Transaction Documents (on or prior to execution in New Delhi, India) in accordance the applicable provisions of the Indian Stamp Act, 1899 (as applicable to New Delhi, India));
- (ii) payment of the stamp duty in respect of the Debentures;
- (iii) filing of the return of allotment of securities under Form PAS-3 of the Companies (Prospectus and Allotment of Securities) Rules, 2014 with the ROC;
- (iv) filing of the Debt Disclosure Documents with the ROC and SEBI;
- (v) filing of Form CHG 9 with the ROC by no later than 30 (thirty) calendar days from the date of execution of the Deed of Hypothecation (Company); and
- (vi) filing of Form I with CERSAI by no later than 30 (thirty) days of the date of execution of each of the Deeds of Hypothecation.

(p) ***Material Adverse Effect***

- (i) No fact or circumstance, condition, proceeding or occurrence exists that has a Material Adverse Effect.
- (ii) No Material Adverse Effect has occurred or would reasonably be expected to result from the execution or performance of any Debenture Documents or the issuance of the Debentures.

(q) ***Market Linked Debentures***

- (i) The Debentures issued are principal protected and promise the return of the principal amount of the Debentures in full on the Final Redemption Date.
- (ii) The Issuer has a Net Worth of more than INR 100,00,00,000 (Indian Rupees One Hundred Crore).

- (iii) Each of the issuance of the Debentures and the Issuer comply with all requirements prescribed by the MLD Guidelines.

(r) **Confirmations**

- (i) No investor or shareholder consent/approval, pursuant to the articles of association of the Issuer or any shareholders' agreements or other documents/instruments entered into by the Issuer and its shareholders and investors, is required for the Issuer to enter into or perform its obligations under the Transaction Documents.
- (ii) The raising of indebtedness pursuant to the Debentures, the creation of security over the Hypothecated Assets (Company) and other transactions stipulated pursuant to the Transaction Documents will not cause any limit, including any borrowing, security providing limit or any other limit (whether statutory or internal) binding on the Issuer to be exceeded.

## 6.2 Financial Covenants

Until the Final Settlement Date, the Issuer shall:

- (a) maintain a Capital Adequacy Ratio of 20% (twenty percent) or such other higher threshold as may be prescribed by the RBI from time to time;
- (b) ensure that its Gross NPA does not exceed 5% (five percent) of its Gross Loan Portfolio;
- (c) ensure that its Net NPA does not exceed 2% (two percent) of its Gross Loan Portfolio;
- (d) maintain a ratio of A:B of not more than 3.5 (three decimal five) times, where A is the total Debt of the Issuer, and B is the Tangible Net Worth of the Issuer;
- (e) maintain a ratio of A:B of not more than 6% (six percent), where A is the aggregate of PAR>90 and write-offs (on the Issuer's entire portfolio including receivables sold or discounted on non-recourse basis) for the trailing 12 (twelve) months, and B is the Gross Loan Portfolio, multiplied by 100, and followed by the "%" symbol;
- (f) maintain a ratio of A:B of not less than 20% (twenty percent), where A is the Tangible Net Worth of the Issuer, and B is the Gross Loan Portfolio, multiplied by 100, and followed by the "%" symbol;
- (g) maintain a ratio of A:B of not more than 15% (fifteen percent), where A is PAR>90, and B is the Tangible Net Worth of the Issuer, multiplied by 100, and followed by the "%" symbol; and
- (h) comply with such other financial covenants as may be agreed between the Issuer and the Debenture Holders from time to time.

The financial covenants shall be tested, until the Final Settlement Date, on a quarterly basis, on the basis of consolidated and standalone financial statements of the Issuer. The first date of testing in respect of the covenants set out herein shall be June 30, 2021

## 6.3 Reporting Covenants

The Issuer shall provide or cause to be provided to the Debenture Trustee and to the Debenture Holders (including on any online reporting platform notified by the Debenture Trustee or any Debenture Holder), in form and substance reasonably satisfactory to the Debenture Trustee, each of the following items:

- (a) as soon as available, and in any event within 180 (one hundred and eighty) calendar days after

the end of each Financial Year of the Issuer:

- (i) certified copies of its audited consolidated and non-consolidated (if any) financial statements for its most recently completed fiscal year, prepared in accordance with the Applicable Accounting Standards including its balance sheet, income statement and statement of cash flow.

All such information shall be complete and correct in all material respects and shall fairly represent the financial condition, results of operation and changes in cash flow and a list comprising all material financial liabilities of the Issuer whether absolute or contingent as of the date thereof;

- (ii) a certificate from a Director or a Chief Financial Officer of the Issuer confirming that there is no existing potential Default or Event of Default; and
- (iii) a copy of all annual information/reports submitted to the RBI;

- (b) within 60 (sixty) calendar days after each Quarterly Date:

- (i) certified copies of its un-audited consolidated and non-consolidated (if any) quarterly financial statements for the preceding fiscal quarter, prepared in accordance with the Applicable Accounting Standards including its balance sheet, income statement and statement of cash flow;
- (ii) a certificate signed by a director or the chief financial officer of the Issuer stating that the Issuer is in compliance with all the financial covenants. PROVIDED THAT this certificate would not be required in respect of the financial quarter ending March 31 of each Financial Year;
- (iii) details and information regarding the financials, operations, portfolio growth and asset quality (including static portfolio cuts, collection efficiency and portfolio at risk data), funding data, and asset liability management (ALM) data/statement, in such form and manner as may be acceptable to the Debenture Holders;
- (iv) details of the shareholding pattern, together with the details of the changes in shareholding in the Issuer (if any) in excess of 3% (three percent) from that prevailing as on the Effective Date and the date the last report was made pursuant to this sub-paragraph;
- (v) list of the board of directors, together with the details of changes in the board of directors of the Issuer (if any) from that subsisting as of the Effective Date and the date the last report was made pursuant to this sub- paragraph;
- (vi) details of changes in the accounting policy of the Issuer (if any) from that subsisting as of the Effective Date and the date the last report was made pursuant to this sub-paragraph; and
- (vii) copies of returns filed with the RBI and SEBI (if any);

- (c) within 60 (sixty) days after each of September 30 and March 31 of each Financial Year (or such other further time period (if any) as may be prescribed under Applicable Law), the certified copies of its un-audited consolidated and non-consolidated (if any) half-yearly financial statements for the preceding half-year/6 (six) month period, prepared in accordance with the Applicable Accounting Standards, together with a certificate from the Issuer's statutory auditor confirming the value of receivables/book debts that are assigned to the SPV Trust under the Assignment

Agreements and the compliance of the Issuer with the financial covenants prescribed under the Debenture Documents;

- (d) as soon as practicable, and in any event within 10 (ten) Business Days after the Issuer obtains or reasonably should have obtained actual knowledge thereof, notice of the occurrence of any event or circumstance that could reasonably be expected to result in a Material Adverse Effect;
- (e) as soon as practicable, and in any event within 10 (ten) Business Days after the Issuer obtains or reasonably should have obtained actual knowledge thereof, notice of any dispute, litigation, investigation or other proceeding affecting the Issuer or its property or operations, which, if adversely determined, could result in a Material Adverse Effect;
- (f) as soon as practicable, and in any event within 10 (ten) Business Days after the Issuer obtains or reasonably should have obtained actual knowledge thereof obtains or reasonably, notice of the occurrence of any Event of Default or potential event of default including any steps taken to cure such event;
- (g) as soon as practicable, and in any event within 10 (ten) Business Days, any prepayment, or the receipt of notice of any Financial Indebtedness of the Issuer declared to be due and payable or required to be prepaid other than by a regularly scheduled required prepayment, prior to the stated maturity thereof;
- (h) as soon as practicable, and in any event within 10 (ten) Business Days after such default, notice of any default in the observance or performance of any agreement or condition relating to any Financial Indebtedness by the Issuer or contained in any instrument or agreement evidencing, securing or relating thereto or any other event shall occur or condition exist, the effect of which default or other event or condition is to cause or to permit the holder or holders of such Financial Indebtedness to cause (determined without regard to whether any notice is required) any such Financial Indebtedness to become due prior to its stated maturity in respect of the Issuer;
- (i) as soon as practicable, and in any event within 10 (ten) Business Days, inform the Debenture Trustee if it has received, (A) any notice of any application for winding up or insolvency process or any statutory notice of winding up or insolvency process under the provisions of the Act or any other Applicable Law (including the (Indian) Insolvency and Bankruptcy Code, 2016, the Insolvency and Bankruptcy (Insolvency and Liquidation Proceedings of Financial Service Providers and Application to Adjudicating Authority) Rules, 2019, and any other rules and regulations made thereunder from time to time), or (B) any other notice under any other statute relating to the commencement/initiation of winding up or insolvency process or otherwise of any suit or other legal process against the Issuer;
- (j) as soon as practicable and in any event within 10 (ten) Business Days of:
  - (i) any change in the composition of the board of directors;
  - (ii) any change in the Constitutional Documents of the Issuer;
  - (iii) any revisions in business plans of the Issuer;
  - (iv) any change in the Issuer's shareholding structure in excess of 3% (three percent) from that prevailing as on the Effective Date;
  - (v) change in any of the key managerial persons (CXO or equivalent) of the Issuer;
  - (vi) resignation of the statutory auditor, along with its resignation letter; and

- (vii) any prepayment or any notice of prepayment of any Financial Indebtedness of the Issuer;
- (k) within 120 (one hundred and twenty) calendar days after each Financial Year, a certification from a director or the Chief Finance Officer confirming compliance with the financial covenants;
- (l) within 15 (fifteen) days of the end of each calendar month, a certificate from an authorized officer of the Issuer certifying/confirming that no Credit Event (other than in respect of financial covenants) has occurred;
- (m) within such timelines as may be prescribed by the Debenture Trustee, provide all relevant information required by the Debenture Trustee for the effective discharge of its duties and obligations under the Debenture Document, including but not limited to the copies of all reports, balance sheets and the profit and loss account of the Issuer;
- (n) (if so required by the Debenture Trustee to comply with its obligations under Applicable Law) on an annual basis, provide to the Debenture Trustee a certificate from the statutory auditor of the Issuer or such other person required by Applicable Law providing/confirming the value of the book debts/receivables;
- (o) within such timelines as may be prescribed by the Debenture Trustee, provide a certificate from the Issuer's statutory auditor in respect of the utilisation of funds, containing such details and information as may be required by the Debenture Trustee;
- (p) the Issuer shall provide the such documents and certificates to the Debenture Trustee in respect of the Security Cover being maintained by the Hypothecated Assets (Company) as may be required by the Debenture Trustee from time to time;
- (q) without prejudice to (r) below, as soon as practicable and in any event within 30 (thirty) calendar days of receipt of a request, such additional documents or information as the Debenture Trustee or the Debenture Holders, may reasonably request from time to time; and
- (r) as soon as practicable and in any event within the timelines prescribed by the Debenture Trustee (and Applicable Law), such other information, notifications, details, documents, reports, statements and certificates (including from chartered accountants, auditors and/or directors of the Company) as may be required by the Debenture Trustee from time to time, to ensure compliance with the provisions of the Applicable Law, including but not limited to the Debenture Trustees Regulations and the Companies (Share Capital and Debentures) Rules, 2014.

#### 6.4 Affirmative Covenants

The Issuer shall:

- (a) ***Use of Proceeds***  
use the proceeds of the Issue only for the Purpose;
- (b) ***Loss or damage by uncovered risks***  
promptly inform the Debenture Trustee of any material loss or significant damage which the Issuer may suffer due to any force majeure circumstances or act of God, such as earthquake, flood, tempest or typhoon, etc. against which the Issuer may not have insured its properties;
- (c) ***Costs and expenses***  
pay all reasonable costs, charges and expenses in any way incurred by the Debenture Trustee

towards protection of the Debenture Holders' interests, including traveling and other allowances and such taxes, duties, costs, charges and expenses in connection with or relating to the Debentures subject to such expenses, costs or charges being approved in writing by the Issuer before they are incurred and shall not include any foreign travel costs;

(d) ***Payment of Rents, etc.***

punctually pay all rents, royalties, taxes, rates, levies, cesses, assessments, impositions and outgoings, governmental, municipal or otherwise imposed upon or payable by the Issuer as and when such amounts are payable;

(e) ***Preserve corporate status***

(i) diligently preserve and maintain its corporate existence and status and all rights, privileges, and concessions now held or hereafter acquired by it in the conduct of its business;

(ii) comply with all acts, authorisations, consents, permissions, rules, regulations, orders and directions of any Governmental Authority;

(iii) promptly obtain, comply with all necessary authorisations, licenses, consents and approvals required under Applicable Law to enable it to perform its obligations under the Debenture Documents, to ensure the legality, validity, enforceability or admissibility of the Debenture Documents; and

(iv) not do or voluntarily suffer or permit to be done any act or thing whereby its right to transact its business might or could be terminated or whereby payment of the Outstanding Amounts might or would be hindered or delayed;

(f) ***Pay stamp duty***

pay all such stamp duty (including any additional stamp duty), other duties, taxes, charges and penalties, if and when the Issuer may be required to pay according to the applicable state laws. In the event the Issuer fails to pay such stamp duty, other duties, taxes and penalties as aforesaid, the Debenture Trustee shall be at liberty (but shall not be bound) to pay such amounts and the Issuer shall reimburse the aforementioned amounts to the Debenture Trustee on demand;

(g) ***Furnish information to trustee***

(i) provide to the Debenture Trustee or its nominee(s)/agent(s) such information/copies of relevant extracts as they may require on any matters relating to the business of the Issuer or to investigate the affairs of the Issuer;

(ii) allow the Debenture Trustee to make such examination and investigation as and when deemed necessary and shall furnish the Debenture Trustee with all such information as they may require and shall pay all reasonable costs, charges and expenses incidental to such examination and investigation;

(iii) furnish quarterly report to the Debenture Trustee (as may be required in accordance with Applicable Law) containing the following particulars:

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

(B) details of the interest due, but unpaid and reasons thereof;

- (C) the number and nature of grievances received from the Debenture Holders and resolved and unresolved by the Issuer along with the reasons for the same; and
  - (D) a statement that the Hypothecated Assets are sufficient to discharge the claims of the Debenture Holders as and when they become due;
- (iv) provide a periodical status/performance report within 7 (seven) days of the relevant board meeting of the Issuer, or within 45 (forty five) days of a Quarterly Date, whichever is earlier; and
- (v) inform and provide the Debenture Trustee with applicable documents in respect of the following:
  - (A) notice of any Event of Default or potential Event of Default;
  - (B) any and all information required to be provided to the Debenture Holders under Applicable Law and the listing agreement to be entered into between the Issuer and the BSE; and
  - (C) any and all orders, directions, notices, of any court or tribunal affecting or likely to affect the Hypothecated Assets;
- (vi) ***Redressal of Grievances***

promptly and expeditiously attend to and redress the grievances, if any, of the Debenture Holders. The Issuer further undertakes that it shall promptly comply with the suggestions and directions that may be given in this regard, from time to time, by the Debenture Trustee and shall advise the Debenture Trustee periodically of the compliance;
- (vii) ***Comply with Investor Education and Protection Fund requirements***

comply with the provisions of the Act relating to transfer of unclaimed/ unpaid amounts of interest on Debentures and redemption of Debentures to Investor Education and Protection Fund ("IEPF"), if applicable to it. The Issuer hereby further agrees and undertakes that until the Final Settlement Date it shall abide by the regulations, rules or guidelines/listing requirements if any, issued from time to time by the Ministry of Corporate Affairs, RBI, SEBI or any other competent Governmental Authority;
- (viii) ***Corporate Governance; Fair Practices Code***

comply with any corporate governance requirements applicable to the Issuer (as may be prescribed by the RBI, SEBI, any stock exchange, or any Governmental Authority) and the fair practices code prescribed by the RBI;
- (ix) ***Further assurances***
  - (A) provide details of any litigation, arbitration, legal action or administrative proceedings that if determined adversely could have a Material Adverse Effect on the Issuer (including any proceedings which are required to be disclosed by the Issuer to the relevant stock exchanges under Applicable Law), other than those proceedings which are initiated by the Issuer in its capacity as a lender in respect of the Client Loans in its ordinary course of business;
  - (B) comply with any monitoring and/or servicing requests from Debenture



Holders;

- (C) 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 may reasonably or by Applicable Law require or consider necessary in relation to enforcing or exercising any of the rights and authorities of the Debenture Trustee;
- (D) obtain, comply with the terms of and do all that is necessary to maintain in full force and effect all authorisations necessary to enable it to lawfully enter into and perform its obligations under the DTD or to ensure the legality, validity, enforceability or admissibility in evidence in India of the DTD;
- (E) comply with:
  - (1) all Applicable Law (including but not limited to the MLD Guidelines, the SEBI Listed Debentures Circulars all environmental, social and taxation related laws), as applicable in respect of the Debentures and obtain such regulatory approvals as may be required from time to time;
  - (2) the Debenture Trustees Regulations as in force from time to time, in so far as they are applicable to the Debentures and furnish to the Debenture Trustee such data, information, statements and reports as may be deemed necessary by the Debenture Trustee in order to enable them to comply with the provisions of Regulation 15 thereof in performance of their duties in accordance therewith to the extent applicable to the Debentures;
  - (3) the provisions of the Act in relation to the Issue;
  - (4) procure that the Debentures are rated and continue to be rated until the Final Settlement Date;
  - (5) ensure that, at time of making any payment of interest or repayment of the principal amount of the Debentures in full or in part, the Issuer shall do so in the manner that is most tax efficient for the Debenture Holders but without, in any way requiring the Issuer to incur any additional costs, expenses or taxes and the Issuer shall avail of all the benefits available under any treaty applicable to the Issuer and/or the Debenture Holders; and
  - (6) if so required, the terms of the circular issued by SEBI dated June 23, 2020 on "*Operational framework for transactions in defaulted debt securities post maturity date/ redemption date under provisions of SEBI (Issue and Listing of Debt Securities) Regulations, 2008*", and provide all details/intimations to the Debenture Trustee, the Depository, and BSE (as the case may be) in accordance with the aforementioned circular;

(h) **Security and the Guarantees**

the Issuer hereby further agrees, declares and covenants with the Debenture Trustee as follows:

- (x) the Debentures shall be secured by a first ranking exclusive continuing security by way

of a first ranking exclusive charge on the Hypothecated Assets in favour of the Debenture Trustee for the benefit of the Debenture Holders;

- (xi) the Debentures shall be guaranteed/credit enhanced by the SPV Guarantee provided/to be provided by the SPV Trust in favour of the Debenture Trustee for the benefit of the Debenture Holders;
- (xii) all the Hypothecated Asset (Company) that will be charged to the Debenture Trustee under the Deed of Hypothecation (Company) shall always be kept distinguishable and held as the exclusive property of the Issuer specifically appropriated to the Transaction Security and be dealt with only under the directions of the Debenture Trustee;
- (xiii) it shall ensure and procure that the Hypothecated Asset (SPV) that will be charged to the Debenture Trustee under the Deed of Hypothecation (SPV) shall always be kept distinguishable and held as the exclusive property of the SPV Trust;
- (xiv) the Issuer shall not create any charge, lien or other encumbrance upon or over the Hypothecated Assets (Company) or any part thereof except in favour of the Debenture Trustee nor will it do or allow anything that may prejudice the Transaction Security;
- (xv) the Debenture Trustee shall be at liberty to incur all costs and expenses as may be necessary to preserve the Transaction Security and to maintain the Transaction Security undiminished and claim reimbursement thereof;
- (xvi) to create (and procure the creation of) the security over the Hypothecated Assets as contemplated in the Debenture Documents within the timelines prescribed by the Debenture Holders by executing the duly stamped Deeds of Hypothecation;
- (xvii) to register and perfect the security interest created thereunder by filing Form CHG-9 with the concerned ROC and ensuring and procuring that the Debenture Trustee files the prescribed Form I with CERSAI reporting the charge created to the CERSAI in relation thereto, as soon as practicable and in any case no later than 30 (thirty) calendar days after the date of execution of the Deeds of Hypothecation (as may be applicable);
- (xviii) until the Final Settlement Date, the Issuer shall (and shall procure that the SPV Trust shall), on a monthly basis, at the time periods set out in the Deeds of Hypothecation, provide a list of specific loan receivables/identified book debts to the Debenture Trustee and the Rating Agency which comprise the Hypothecated Assets and over charge is created and subsisting by way of hypothecation in favour of the Debenture Trustee (for the benefit of the Debenture Holders) and sufficient to maintain the Security Cover/Pool Cover (as the case may be);
- (xix) to keep the Application Money in a separate bank account in the event the DTD and the other Debenture Documents are not executed on or before the Deemed Date of Allotment;
- (xx) the Issuer shall, on a half yearly basis, as and when required by the Debenture Trustee, give full particulars to the Debenture Trustee of all the Hypothecated Assets from time to time;
- (xxi) furnish and verify all statements, reports, returns, certificates and information from time to time and as required by the Debenture Trustee in respect of the Hypothecated Assets;
- (xxii) furnish and execute all necessary documents to give effect to the Hypothecated Assets;

- (xxiii) the security interest created on the Hypothecated Assets shall be a continuing security;
- (xxiv) the Hypothecated Assets (SPV) shall fulfil the eligibility criteria set out in the Transaction Documents;
- (xxv) nothing contained herein shall prejudice the rights or remedies of the Debenture Trustee and/or the Debenture Holders in respect of any present or future security, guarantee obligation or decree for any indebtedness or liability of the Issuer to the Debenture Trustee and/ or the Debenture Holders;
- (xxvi) the Debenture Holders shall have a beneficial interest in the Hypothecated Assets of the Issuer which have been charged to the Debenture Trustee to the extent of the Outstanding Amounts of the Debentures under the DTD; and
- (xxvii) to forthwith upon demand by the Debenture Trustee, reimburse to the Debenture Trustee all amounts paid by the Debenture Trustee to reasonably protect the Hypothecated Assets and such amounts shall be deemed to be secured by the Hypothecated Assets;

(i) ***Listing and Monitoring Requirements***

comply with all covenants, undertakings and requirements set out in the DTD;

(j) ***Execution of Debenture Documents***

in the event of any delay in the execution of any Debenture Documents (including the DTD or the Deeds of Hypothecation or any Guarantee), the Issuer will, at the option of the Debenture Holders, either:

- (iii) refund the Application Money together with interest at the Annualised Interest Rate/dischARGE the Secured Obligations to the Debenture Holders; or
- (iv) pay to the Debenture Holders penal interest at the rate of 2% (two percent) per annum charged on the Outstanding Principal Amounts in addition to the Annualised Interest Rate till the relevant Debenture Documents (as the case may be) are duly executed to the satisfaction of the Debenture Holders;

(k) ***Internal Control***

the Issuer shall maintain internal control for the purpose of:

- (i) preventing fraud on amounts lent by the Issuer; and
- (ii) preventing money being used for money laundering or illegal purposes;

(l) ***Audit and Inspection***

the Issuer shall permit visits and inspection of books of records, documents and accounts to the Debenture Trustee and any representatives of the Debenture Holders (including the Structurer) as and when required by them;

(m) ***Books and Records***

the Issuer shall maintain its accounts and records in accordance with Applicable Law;

(n) ***Access; Periodic Portfolio Monitoring***

the Issuer shall provide the Debenture Trustee and the Debenture Holders and any of their representatives, professional advisers and contractors with relevant data/information and access to and/or permit them to, at the cost of the Issuer:

- (i) examine and inspect the books and records, office premises, and the premises of the Issuer;
  - (ii) portfolio data in the format prescribed by the Debenture Holders from time to time; and
  - (iii) discuss the affairs, finances and accounts of the Issuer with, and be advised as to the same, by the relevant officers;
- (o) **Shareholding; Managing Director**
- (i) the Issuer shall ensure and procure that the Key Shareholder shall continue to be interested and involved in the management, functioning and operations of the Issuer, and to this extent, shall hold at all times until the Final Settlement Date, at least 20,27,709 (twenty lakh twenty seven thousand seven hundred and nine) equity shares in the Issuer (including if required, by purchasing additional equity shares of the Issuer and subscribing to any rights or preferential issue of equity shares of the Issuer). PROVIDED THAT the Debenture Trustee may approve any application for waiver of, or deviation from, the abovementioned requirement, if Debenture Holders' representing more than 50% (fifty percent) of the Outstanding Principal Amounts of the Debentures do not vote against granting consent in respect of any such application for waiver or deviation, within a period of 10 (ten) business days from the date of receipt of such request/notification from the Debenture Trustee; and
  - (ii) the Issuer shall ensure and procure that, until the Final Settlement Date, Mr. Shachindra Nath shall continue to act as the chairman and managing director of the Issuer;
- (p) **Valuation**
- (i) the Issuer has appointed ICRA Analytics Limited, a third party valuation agency (being a valuation agency appointed by Association of Mutual Funds in India) ("**Valuation Agent**") as the third party valuation agency in accordance with the MLD Guidelines;
  - (ii) the Issuer shall provide to the Debenture Holders, as and when requested by them, the valuation report of the Valuation Agent prepared in accordance with the MLD Guidelines;
  - (iii) the Issuer shall solely bear all costs incurred for valuation; and
  - (iv) the Issuer shall make available the valuation reports of the Valuation Agent on its website. Without prejudice to the foregoing, the valuation reports will also be available on the website of the Valuation Agent at <https://icraanalytics.com> in accordance with the timelines prescribed in the MLD Guidelines.

## 6.5 Negative Covenants

The Issuer shall not take any action in relation to the items set out below without the prior written consent of the Debenture Trustee. the Debenture Trustee may approve any application for consent in respect of any matter under this Section 6.5 (*Negative Covenants*), if Debenture Holders' representing more than 50% (fifty percent) of the Outstanding Principal Amounts of the Debentures do not vote against granting consent in respect of any such application for consent, within a period of 10 (ten) business days from the date of receipt of such request/notification from the Debenture Trustee.

(a) ***Change of business***

- (i) change the general nature of its business from that which is permitted as a non-banking financial company registered with the RBI; and/or
- (ii) any changes, amendments, or modifications to its Constitutional Documents other than:
  - (A) any change, amendment, or modification to effect an increase in the authorised share capital of the Issuer or any change, amendment, or modification which reflects the terms of any equity infusion or strategic sale; or
  - (B) such change, amendment, or modification of an administrative nature (I) which does not change the main objects of the Issuer, and/or (II) which does not have a Material Adverse Effect;

(b) ***Dividend***

declare or pay any dividend or make any distributions on its equity or preference shares or other shares compulsorily convertible into equity shares, unless the proposed payment or distribution is out of the net income of the current Financial Year (excluding any amount resulting from the revaluation of any of the Issuer's assets).

PROVIDED THAT no dividend or any distributions can be made by the Issuer if a Credit Event or an Event of Default has occurred and is continuing, or could occur or is reasonably likely to occur, as a result of such payment or declaration of any dividend or distribution and after giving effect to any such action;

(c) ***Merger, consolidation, etc.***

in any Financial Year undertake or permit any scheme of expansion, enter into any merger, demerger, acquisition, de-merger, re-structuring, consolidation, re-organisation, scheme of arrangement, amalgamation, reconstitution or compromise with its creditors or shareholders or effect any scheme of amalgamation or reconstruction, in excess of 10% (ten percent) of the Issuer's Net Worth.

PROVIDED THAT consent from the Debenture Trustee would not be required in the event the compliance with this sub- paragraph (c) would result in non-compliance of the Issuer with any of its payment obligations in respect of the Debentures under the Debenture Documents;

(d) ***Shareholding; Change of Control***

- (i) issue any additional shares or equity interests other than any issue of equity shares pursuant to the Issuer's employee stock option scheme(s), from that as on the Effective Date, directly or indirectly; or
- (ii) permit the occurrence of any Change of Control, or any Change of Control Event;

(e) ***Loans and Guarantees***

the Issuer shall not:

- (i) provide any advances or loans, or place any deposits with, or provide any other form of Financial Indebtedness to, any single person, where such advances, loans, deposits or Financial Indebtedness (as the case maybe) is not in the ordinary course of business of the Issuer;

- (ii) give or issue any guarantee, indemnity, bond or letter of credit to or for the benefit of any person;
- (iii) permit to subsist any guarantee in respect of any Financial Indebtedness of any other person; or
- (iv) invest in the share capital of any other person, other than any investments that are made by the Company in its ordinary course of business;

(f) ***Related Party Transactions***

enter into any transactions with any Related Party or any transactions that are classified as "related party transactions" for the purposes of the Applicable Accounting Standards except in accordance with Applicable Law, or enter into any transaction:

- (i) whereby the overall outstanding amounts owed to the Issuer under all such transactions exceed 10% (ten percent) of its Net Worth;
- (ii) whereby the overall expenses incurred in respect of such transactions in any Financial Year exceed 10% (ten percent) of its Net Worth; or
- (iii) in respect of providing any guarantee for any Financial Indebtedness of a Related Party, without the prior written consent of the Debenture Trustee.

(g) ***Disposal of Assets***

- (i) sell, assign, transfer, or otherwise dispose of in any manner whatsoever any material Assets, business or division of the Issuer (whether in a single transaction or in a series of transactions (whether related or not) or any other transactions which cumulatively have the same effect) other than any securitisation/portfolio sale of assets undertaken by the Issuer in its ordinary course of business;
- (ii) without prejudice to (i) above, any sale of assets or business or division of the Issuer that has the effect of exiting or re-structuring of the existing business of the Issuer; and
- (iii) without prejudice to (i) and (ii) above, sell, assign, mortgage or otherwise dispose off any of the Hypothecated Assets (Company);

(h) ***Change in Capital Structure***

- (i) permit or undertake any change in capital structure that would lead to a reduction in the paid-up capital or authorised capital of the Issuer; and
- (ii) purchase, redeem, buyback, defease, retire, return or pay any of its issued shares or reduce its share capital or resolve to do any of the foregoing, other than any purchase or buyback of any equity shares that are allotted pursuant to the Issuer's employee stock option scheme(s);

(i) ***Anti-money Laundering***

permit any of the Debenture proceeds to be used to fund any form of violent political activity, terrorists or terrorist organisations, nor any money laundering process or scheme to disguise illegally obtained funds, nor any other criminal activity including arms sales, drug trafficking, robbery, fraud or racketeering;

(j) ***Change in Financial Year***

change its Financial Year end from March 31 of each year to any other date, unless such change is required pursuant to Applicable Law;

(k) ***Business***

- (i) undertake any major new business except in relation to financial services; or
- (ii) diversify its business outside the financial services sector; and

(l) ***Acquisition of Assets***

acquire any portfolio of assets/loans (including from any other financial institution) exceeding an aggregate of INR 300,00,00,000 (Indian Rupees Three Hundred Crore) in a Financial Year.

6.6 **Credit Events**

Each of the events and circumstances set out below is a Credit Event.

(a) ***Call Options***

- (i) Any failure to provide, or delay in providing, the Call Option Payment Notification to exercise a Call Option on the Initial Call Option Payment Date.
- (ii) Without prejudice to (i) above, any failure or delay by the Issuer in exercising and completing its obligations in respect of a Call Option by making payment of the Redemption Amounts as on the Initial Call Option Payment Date in accordance with the DTD.

(b) ***Non-payment of Amounts***

The Issuer does not make payment of any of the amounts due and payable by it in accordance with the Debenture Documents (including the amounts required to be paid in accordance with Annexure VI).

(c) ***Hypothecated Assets (SPV)***

PAR>60 is greater than 5% (five percent) of the aggregate outstanding principal amounts in respect of the Client Loans comprising the Hypothecated Assets (SPV).

(d) ***Pool Cover***

The Pool Cover is not maintained in accordance with the terms of the Transaction Documents.

(e) ***Issuer Rating***

The credit rating of the Issuer is downgraded below "A-" by the Rating Agency.

(f) ***Rating***

The Rating of the Debentures is downgraded below "AA(CE)" by the Rating Agency.

(g) ***Amounts under the Cover Pool Documents***

Any delay on part of the Issuer (including in its capacity as the Servicer under the Servicing Agreement, and contributor under the Contribution Agreements (as the case maybe)) in:

- (i) crediting the amounts received, collected and/or recovered by it (in any manner whatsoever) in relation to the Assigned Assets into the Collection and Payment Account within the timelines stipulated in the relevant Cover Pool Documents; or
- (ii) providing amounts as replenishment contributions under the Contribution Agreements to enable the SPV Trust to purchase additional Client Loans from the Issuer to ensure and procure that the Pool Cover is duly maintained.

(h) ***Negative Covenants***

Any breach by the Issuer in compliance with any of the negative covenants.

(i) ***Financial Covenants***

Any breach by the Issuer in compliance with any of the financial covenants.

(j) ***Cross Default***

The Issuer:

- (i) defaults in any payment of any Financial Indebtedness beyond the period of grace, if any, provided in the instrument or agreement under which such Financial Indebtedness was created;
- (ii) defaults in the observance or performance of any agreement or condition relating to any Financial Indebtedness or contained in any instrument or agreement evidencing, securing or relating thereto or any other event shall occur or condition exist, the effect of which default or other event or condition is to cause or to permit the holder or holders of such Financial Indebtedness to cause (with the giving of notice or the passage of time or both would permit or cause) any such Financial Indebtedness to become due prior to its stated maturity; or
- (iii) any Financial Indebtedness of the Issuer is declared to be due and payable, or required to be prepaid other than by a regularly scheduled required prepayment (whether or not such right shall have been waived), prior to the stated maturity thereof.

(k) ***Inability to Pay Debts***

The Issuer is unable or admits in writing its inability to pay its debts as they fall due, or suspends making payments on any of its debts or, by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors with a view to rescheduling any of its Financial Indebtedness.

(l) ***Expropriation/Distress***

Any expropriation, attachment, garnishee, sequestration, distress or execution affects the Hypothecated Assets (Company), or any part of the Assets of the Issuer, and is not discharged within 30 (thirty) calendar days or as otherwise provided in any order of any competent court or tribunal relating to the aforementioned actions.

(m) ***Material Adverse Effect***



The occurrence of a Material Adverse Effect, in the sole determination of the Debenture Trustee (acting on the instructions on the Debenture Holders).

(n) ***Further Assignments***

The occurrence of any event or circumstance, or any change in the Applicable Law (including regulations/guidelines issued by the RBI and/or the SEBI) due to which, in the opinion of the Debenture Trustee (acting on the instructions of the Majority Debenture Holders), any subsequent/further assignment of the Client Loans by the Issuer to the SPV Trust pursuant to the Assignment Agreements is (or is likely to be) invalidated, illegal, or not in compliance with Applicable Law.

PROVIDED THAT the Debenture Trustee (acting on the instructions of the Majority Debenture Holders) shall be entitled to require the Issuer to promptly obtain at the cost and expense of the Issuer a legal opinion confirming such change in Applicable Law and the consequences thereof from any of legal counsel acceptable to the Debenture Trustee, which legal opinion shall be promptly shared with the Debenture Trustee and the Debenture Holders upon receipt thereof.

(o) ***Failure to Certify***

The Issuer fails to provide the certificate from an authorized officer of the Issuer certifying/confirming that no Credit Event (other than any Credit Event prescribed in respect of financial covenants)) has occurred, within the timelines and the manner prescribed under the DTD.

(p) ***Key Shareholder Events***

The Key Shareholder no longer continues to be interested and involved in the management, functioning and operations of the Company and/or does not hold at least 20,27,709 (twenty lakh twenty seven thousand seven hundred and nine) equity shares in the Company (unless any of the foregoing is waived or deviated from in accordance with the terms of this Deed and the other Transaction Documents).

(q) ***Breach of Other Covenants***

Any breach of any covenant or undertaking of the Issuer set out in the Debenture Documents, including but not limited to any breach of the covenants set out under the DTD (other than as set out under (a) to (p) above).

## 6.7 **Consequences of Credit Event**

On the occurrence of a Credit Event, on and from the Credit Event Date, following rights and remedies may be exercised. PROVIDED THAT the steps/actions set out under (a) (*Confirmation*) and (b) (*Invocation of the SPV Guarantee*) will be taken by the Debenture Trustee immediately upon the occurrence of a Credit Event and without any reference or consent from or the requirement of any instructions from any of the Debenture Holders and/or the Issuer:

(a) ***Confirmation***

The Debenture Trustee will promptly:

- (i) confirm to the Issuer, the Debenture Holders and the SPV Trustee of occurrence of such Credit Event; and
- (ii) confirm to the Issuer and the SPV Trustee that the SPV Guarantee stands invoked.

The confirmation under this sub-paragraph (a) will be provided by the Debenture Trustee substantially in the form set out in the DTD, and immediately upon the occurrence of a Credit Event without any reference to, or consent from, or the requirement of any instructions from, any of the Debenture Holders and/or the Issuer.

(b) ***Invocation of the SPV Guarantee***

The SPV Guarantee shall stand invoked in accordance with the terms of the SPV Guarantee, and the SPV Trustee will make all payments in accordance with the DTD and the SPV Guarantee, without the requirement of any further notice, intimation or action by the Debenture Trustee or the Debenture Holders.

(c) ***Step Up (Credit Event)***

The interest in respect the Debentures will be payable at the Step Up Rate (Credit Event).

(d) ***Accelerated Redemption (SPV Trustee)***

The SPV Trustee shall be required to:

- (i) cease making any payments to the Issuer (in its capacity as the residual beneficiary under the Cover Pool Documents and the contributor under the Contribution Agreements) pursuant to the Cover Pool Documents; and
- (ii) as and when the SPV Trust collects/receives any amounts in respect of the Assigned Assets (including in the Collection and Payment Account), transfer such amounts to the Debenture Trustee within 1 (one) Business Day from the date of collection/receipt in the Collection and Payment Account. The aforementioned amounts will be transferred to the Designated Account and will be utilized for accelerated redemption of the Debentures/repayment of the Outstanding Amounts.

(e) ***Dividends***

No dividend or any other distributions can be declared or made by the Issuer without the prior written consent of the Debenture Trustee.

(f) ***Nominee Director***

To appoint a nominee director on the Board of Directors of the Issuer. A nominee director appointed under this sub-paragraph shall not be required to hold qualification shares nor be liable to retire by rotation and shall be entitled to receive such reasonable remuneration, fees and commission as may be approved by the Debenture Holders. The Issuer shall have no power to remove such nominee director as long as the Credit Event continues.

(g) ***Transfer to the Collection and Payment Account***

All amounts and receivables in respect of the Client Loans comprising the Assigned Assets that are collected by the Issuer shall be held by it in trust for the benefit of the SPV Trust and the beneficiaries under the Cover Pool Documents, and the Issuer shall transfer such amounts into the Collection and Payment Account on a fortnightly basis.

For the avoidance of doubt, it is hereby clarified that:

- (i) the collections from 1<sup>st</sup> (first) to 15<sup>th</sup> (fifteenth) of a calendar month will be deposited by the Issuer in the Collection and Payment Account by the 20<sup>th</sup> (twentieth) of the same

calendar month; and

- (ii) the collections from 16<sup>th</sup> (sixteenth) of a calendar month to the last day of such calendar month will be deposited on the 5<sup>th</sup> (fifth) day of the subsequent calendar month.

(h) ***Revised Repayment Schedule***

The Debenture Trustee (acting on the instructions of the Majority Debenture Holders) shall provide to the Issuer, a revised redemption schedule in respect of the Debentures on the Credit Event Date and following each instance of payment to the Debenture Holders pursuant to the Cover Pool Documents.

(i) ***Hypothecated Assets (SPV)***

(A) The Debenture Trustee (acting upon the instructions of the Debenture Holders) may, upon providing a notice to the SPV Trustee, require the SPV Trustee to sell and/or dispose off the Hypothecated Assets (SPV) (including the Assigned Assets), on such terms as may be acceptable to the Debenture Trustee, and utilise the proceeds of such sale and/or disposal towards accelerated redemption of the Debentures and repayment of the Outstanding Amounts.

(B) Without prejudice to (A) above, the Debenture Trustee may enforce/invoke the security created in its favour over the Hypothecated Assets (SPV).

(j) ***Call Option***

Upon the occurrence of a Credit Event, the Issuer shall have the right to exercise a Call Option, on the Credit Event Date or on any date following the Credit Event Date until the Final Settlement Date.

(k) ***Alternate Servicer***

The Debenture Trustee shall have the right to require the SPV Trust to terminate the appointment of the Servicer under the Servicing Agreement, and appoint an alternate servicer.

**6.8 Consequences and Remedies of an Event of Default and/or a Credit Event (Non-Payment)**

Without prejudice to any rights of the Debenture Holders and the Debenture Trustee (including those set out under the Transaction Documents), if an Event of Default, or if a Credit Event (Non-Payment) occurs, the Debenture Trustee may, in its discretion, and, upon request, in writing, of the Special Majority Debenture Holders or by a Special Resolution, by a notice in writing to the Issuer /SPV Trust (as applicable) initiate the following course of action:

- (a) subject to Applicable Law, require the Issuer to mandatorily redeem the Debentures and repay the principal amounts of the Debentures, along with accrued but unpaid interest and other costs, charges and expenses incurred under or in connection with the DTD and the other Debenture Documents;
- (b) subject to Applicable Law, accelerate the redemption of the Debentures and declare all or any of the Debentures to be immediately due and payable, whereupon it shall become immediately due and payable;
- (c) enforce the security interest created under the Debenture Documents (including in respect of the Transaction Security) in accordance with the terms of the Debenture Documents;

- (d) invoke/enforce the SPV Guarantee in accordance with the terms thereof;
- (e) appoint any independent agency to inspect and examine the working of the Issuer and give a report to the Debenture Holders/the Debenture Trustee. The Issuer shall provide its full co-operation and necessary assistance to such agency and bear all costs and expenses of the examination including the professional fees and travelling and other expenses;
- (f) take any actions in respect of the SEBI Defaults (Procedure) Circular in accordance with the provisions of the DTD;
- (g) take any action/step set out under Section 6.8 above; and
- (h) take all such other action and exercise any other right as is expressly permitted under the DTD or in the other Debenture Documents, or provided under Applicable Law.

## 6.9 Listing And Monitoring Requirements

### 1. Monitoring

The Issuer will provide all such assistance to the Debenture Trustee as may be required by it, to carry out the necessary due diligence and monitor the asset cover in the manner as may be specified by SEBI from time to time. In this regard, in accordance with the SEBI's circular bearing reference number SEBI/ HO/ MIRSD/ CRADT/ CIR/ P/ 2020/23 dated November 12, 2020 on "*Monitoring and Disclosures by Debenture Trustee(s)*", the Issuer undertakes and agrees to provide all relevant documents/information, as applicable, to enable the Debenture Trustee to submit the following reports/certifications to BSE in accordance with the SEBI Monitoring Circular:

- (a) an asset cover certificate on a quarterly basis, within 60 (sixty) days from each Quarterly Date in the format prescribed in the SEBI Monitoring Circular;
- (b) (to the extent applicable) a statement of the value of the pledged securities on a quarterly basis, within 60 (sixty) days from each Quarterly Date;
- (c) (to the extent applicable) a statement of the value of the debt service reserve account or any other form of security offered on a quarterly basis, within 60 (sixty) days from each Quarterly date;
- (d) (to the extent applicable) a net worth certificate of the guarantor who has provided a personal guarantee in respect of the Debentures on a half yearly basis, within 60 (sixty) days from the end of each financial half-year;
- (e) (to the extent applicable) the financials/value of guarantor prepared on the basis of audited financial statement etc. of the guarantor who has provided a corporate guarantee in respect of the Debentures on an annual basis, within 75 (seventy five) days from the end of each Financial Year; and
- (f) (to the extent applicable) the valuation report and title search report for the immovable/movable assets, as applicable, on an annual basis, within 75 (seventy five) days from the end of each Financial Year.

### 2. Recovery Expense Fund

- (a) The Issuer hereby undertakes and confirms that it shall, within the time period prescribed under the SEBI Recovery Expense Fund Circular, establish, maintain and utilize the Recovery Expense

Fund in such manner/mode as is prescribed under the SEBI Recovery Expense Fund Circular, to enable the Debenture Trustee to take prompt action in relation to the enforcement of the security under the Transaction Documents.

- (b) The Issuer shall deposit cash or cash equivalents including bank guarantees towards the contribution to Recovery Expense Fund with the designated stock exchange and submit relevant documents evidencing the same to the Debenture Trustee from time to time.
- (c) The Issuer shall ensure that any bank guarantees provided in respect of the Recovery Expense Fund remain valid for a period of 6 (six) months following the maturity date of the Debentures. The Issuer shall keep the bank guarantees in force and renew the bank guarantees at least 7 (seven) working days before its expiry, failing which the designated stock exchange may invoke such bank guarantee.
- (d) On the occurrence of any Event of Default, the Debenture Trustee shall obtain the consent of Debenture Holders for enforcement of security and shall inform the designated stock exchange of such occurrence and the obtaining of any consent in respect thereof (if any). The amount lying in the Recovery Expense Fund may be released to the Debenture Trustee within such time period and such manner as may be prescribed under the SEBI Recovery Expense Fund Circular. The Debenture Trustee shall keep a proper account of all expenses incurred out of the funds received from Recovery Expense Fund towards enforcement of the security under the Transaction Documents.
- (e) The amounts in the Recovery Expense Fund shall be refunded to the Issuer on repayment/redemption of the Debentures, following which a "no objection certificate" shall be issued by the Debenture Trustee(s) to the designated stock exchange. The Debenture Trustee shall ensure that there is no default on any other listed debt securities of the Issuer before issuing such "no objection certificate".

### 3. Filings; Compliance with BSE Requirements

The Issuer hereby further agrees, declares and covenants with the Debenture Trustee that:

- (a) while submitting half yearly/annual financial results in accordance with Regulation 52 of the LODR Regulations, the Issuer shall file with the BSE for dissemination, along with a noting certificate of the Debenture Trustee, containing, *inter alia*, the following information:
  - (1) credit rating (and any change thereto);
  - (2) asset cover;
  - (3) debt to equity ratio accompanied with a certificate of a practicing chartered accountant confirming such debt to equity ratio;
  - (4) previous Due Date for the payment of interest/principal and whether the same has been paid or not;
  - (5) next Due Date for the payment of interest/principal;
  - (6) debt service coverage ratio (if required);
  - (7) interest service coverage ratio (if required);
  - (8) outstanding redeemable preference shares (quantity and value);
  - (9) debenture redemption reserve;

- (10) net worth;
- (11) net profit after tax; and
- (12) earnings per share;
- (b) in accordance with Regulation 52 of the LODR Regulations, the Issuer shall file with the BSE the prescribed statements, financial statements and noting certificate of the Debenture Trustee within the timelines prescribed therein;
- (c) in accordance with Regulation 56 of the LODR Regulations, the Issuer shall submit the following to the Debenture Trustee:
  - (1) a copy of the annual report at the same time as it is issued and a copy of the certificate from the Issuer's auditors in respect of utilisation of funds raised by the issue of the Debentures, at the same time or at the end of each Financial Year until such funds have been fully utilized or the purpose for which such funds were intended has been achieved;
  - (2) a copy of all notices, resolutions and circulars relating to any new issue of non-convertible debt securities (at the same time as they are sent to shareholders/holders of non-convertible debt securities), the meetings of holders of non-convertible debt securities (at the same time as they are sent to the holders of non-convertible debt securities or advertised in the media including those relating to proceedings of the meetings);
  - (3) intimations regarding any revision in the rating or any default in timely payment of interest or redemption or both in respect of the non-convertible debt securities issued by the Issuer or any failure to create charge on the assets;
  - (4) a half-yearly certificate regarding maintenance of 100% (one hundred percent) asset cover, or asset cover as per the terms of the Debenture Documents, including compliance with all the covenants, in respect of listed non-convertible debt securities, by the statutory auditor, along with the half-yearly financial results; and
  - (5) a copy of the statement, if any filed with the BSE in compliance of Regulation 52(7) of the LODR Regulations indicating material deviations, if any, in the use of funds raised by the issue of the Debentures from the object stated in the Information Memorandum; and
- (d) in accordance with Regulation 58 of the LODR Regulations, the Issuer shall furnish the following to the Debenture Holders in the manner prescribed therein:
  - (1) physical copies of full annual reports to those Debenture Holders who request the same;
  - (2) notice of all meetings of the Debenture Holders specifically stating that the provisions for appointment of proxy in accordance with Section 105 of the Companies Act, 2013 shall be applicable for such meeting; and
  - (3) proxy forms for the Debenture Holders clearly providing the Debenture Holders to vote for each resolution in such a manner that they may vote either for or against each resolution;
- (e) it will submit to the Debenture Trustee, on a half yearly basis, a certificate from the statutory

auditor of the Issuer giving the value of receivables/book debts including compliance with the covenants set out in the Information Memorandum in such manner as may be specified by SEBI from time to time; and

- (f) it will provide all necessary assistance and cooperation to, and permit the Structurer to conduct periodical checks, verifications, due diligence and other inspections (at such frequency and within such timelines as may be determined by the Structurer) in respect of the books and accounts of the Issuer and the Hypothecated Assets. In this respect, the Structurer is authorized by the Debenture Trustee to perform the aforementioned checks, verifications and due diligences.

#### 4. Due Diligence

- (a) The Issuer acknowledges, understands, and confirms that:
  - (i) the Debenture Trustee shall carry out due diligence on continuous basis to ensure compliance by the Issuer, with the provisions of the Act, the LODR Regulations, the Debt Listing Regulations, the Debenture Trustees Regulations, the listing agreement of the stock exchange(s) where the Debentures are listed, the Transaction Documents, and any other regulations issued by SEBI pertaining to the Issue;
  - (ii) for the purposes of carrying out the due diligence as required in terms of the SEBI Listed Debenture Circulars, the Debenture Trustee, either through itself or its agents, advisors, consultants, shall have the power to examine the books of account of the Issuer and to have the Issuer's assets inspected by its officers and/or external auditors, valuers, consultants, lawyers, technical experts, management consultants appointed by the Debenture Trustee; and
  - (iii) the Debenture Trustee may at any time through its authorized representatives and agents, inspect books of account, records, registers of Issuer and the trust property (as set out in the DTD) to the extent necessary for discharging its obligations. The Issuer shall provide full and unimpeded access to the records, registers and books of accounts and facilitate in the inspection and due diligence process. Any fees, costs expenses incurred in conducting such inspection/due diligence process shall be fully borne by the Issuer. In the event, any fees, costs expenses are borne by the Debenture Trustee, the above shall be reimbursed forthwith by the Issuer upon request.
- (b) The Issuer shall submit documents/ information as the Debenture Trustee may require to conduct continuous and periodical due diligence and monitoring of Security created/assets on which security interest/ charge is created, which shall inter alia include:
  - (i) periodical status/ performance reports from the Issuer within seven days of the relevant board meeting of the Issuer or within 45 (forty five) days of the respective quarter, whichever is earlier;
  - (ii) details with respect to defaults, if any, with regard to payment of interest or redemption of Debentures;
  - (iii) details with respect to the implementation of the conditions regarding creation of the Transaction Security for the Debentures, debenture redemption reserve and Recovery Expense Fund;
  - (iv) details with respect to the assets of the Issuer and of the guarantors (if any) (including the SPV Trust) to ensure that they are sufficient to discharge the interest and principal amount at all times and that such assets are free from any other encumbrances except

those which are specifically agreed to by the Debenture Holders;

- (v) reports on the utilization of funds raised by the issue of Debentures;
  - (vi) details with respect to conversion or redemption of the Debentures;
  - (vii) (to the extent applicable) details with respect to dispatch of the debenture certificates and interest warrants, credit of the debentures in the demat account of the Debenture Holders and payment of monies upon redemption of Debentures to the Debenture Holders due to them within the stipulated time period in accordance with the Applicable Law;
  - (viii) (to the extent applicable) reports from the lead bank regarding the progress of the project relating to the proceeds of the Issue;
  - (ix) details regarding monitoring of utilisation of funds raised in the issue of the Debentures;
  - (x) (to the extent applicable) certificate from the statutory auditors of the Issuer (i) in respect of utilisation of funds during the implementation period of the project relating to the proceeds of the Issue, and (ii) in the case of Debentures issued for financing working capital, at the end of each accounting year; and
  - (xi) such other documents or information as may be required by the Debenture Trustee in accordance with the Applicable Law.
- (c) Without prejudice to any other provision of the DTD and the other Transaction Documents, the Issuer shall:
- (i) provide such documents/information and assistance to the Debenture Trustee as may be required by the Debenture Trustee to carry out the necessary due diligence and monitor the asset cover on a quarterly basis in the manner as may be specified by SEBI from time to time;
  - (ii) submit a certificate from the statutory auditor on a half-yearly basis, giving the value of receivables/book debts, and maintenance of asset cover in accordance with the terms of the Debt Disclosure Documents and the other Transaction Documents including compliance with the covenants of the Debt Disclosure Documents and the other Transaction Documents in the manner as may be specified by SEBI from time to time;
  - (iii) the Issuer shall submit the following reports/certification to the Debenture Trustee within the timelines mentioned below:

Reports/Certificates	Timelines for submission requirements to the Debenture Trustee	Timeline for submission of reports/certifications by Debenture Trustee
Asset cover Certificate	Quarterly basis within 30 days from end of each quarter or within such timelines as prescribed under Applicable Law	Quarterly basis within 60 days from end of each quarter or within such timelines as prescribed under Applicable Law
A statement of value of pledged securities		
A statement of value for Debt Service Reserve Account or any other form of security offered		



Reports/Certificates	Timelines for submission requirements to the Debenture Trustee	Timeline for submission of reports/certifications by Debenture Trustee
Net worth certificate of guarantor (secured by way of personal guarantee)	Half yearly basis within 30 days from end of each half-year or within such timelines as prescribed under Applicable Law	Half yearly basis within 60 days from end of each half-year or within such timelines as prescribed under Applicable Law.
Financials/value of guarantor prepared on basis of audited financial statement etc. of the guarantor (secured by way of corporate guarantee)	Annual basis within 45 days from end of each financial year or within such timelines as prescribed under Applicable Law.	Annual basis within 75 days from end of each financial year or within such timelines as prescribed under Applicable Law.
Valuation report and title search report for the immovable/movable assets, as applicable		

## 5. Forensic Audit

In case of initiation of forensic audit (by whatever name called) in respect of the Issuer, the Issuer shall provide following information and make requisite disclosures to the stock exchanges:

- (a) the details of initiation of forensic audit along-with name of entity initiating the audit and reasons for such forensic audit, if available; and
- (b) the final forensic audit report (other than for forensic audit initiated by regulatory / enforcement agencies) on receipt by the Issuer along with comments of the management of the Issuer, if any.

## 6. Others

- (a) The Issuer shall ensure due compliance and adherence to the SEBI Listed Debenture Circulars in letter and spirit.
- (b) To the extent applicable and required in terms of the SEBI Defaults (Procedure) Circular, the Debenture Trustee shall execute an "inter creditor agreement" in the manner prescribed under the SEBI Defaults (Procedure) Circular.
- (c) To the extent required/applicable, the Issuer shall provide intimation to the Debenture Trustee regarding (i) any default in timely payment of interest or redemption or both in respect of the non-convertible debt securities issued by the Issuer, and (ii) all covenants of the issue (including side letters, event of default provisions/clauses etc.).
- (d) The Issuer shall promptly disclose and furnish to the Debenture Trustee, all documents/ information about or in relation to the Issuer or the Debentures, as requested by the Debenture Trustee to fulfil its obligations hereunder or to comply with any Applicable Law, including in relation to filing of its reports/ certification to stock exchange within the prescribed timelines

## SECTION 7: OTHER INFORMATION AND APPLICATION PROCESS

The Debentures being offered as part of the Issue are subject to the provisions of the Act, the Memorandum and Articles of Association of the Issuer, the terms of this Information Memorandum, Application Form and other terms and conditions as may be incorporated in the Transaction Documents.

## **7.1 Mode of Transfer/Transmission of Debentures**

The Debentures shall be freely transferable and transmittable by the Debenture Holder(s) in whole or in part without the prior consent of the Issuer. The Debenture(s) shall be transferred and/or transmitted in accordance with the applicable provisions of the Act and other Applicable Laws. The Debentures held in dematerialized form shall be transferred subject to and in accordance with the rules/procedures as prescribed by NSDL/CDSL and the relevant DPs of the transferor or transferee and any other Applicable Laws and rules notified in respect thereof. The normal procedure followed for transfer of securities held in dematerialized form shall be followed for transfer of these Debentures held in dematerialised form. The seller should give delivery instructions containing details of the buyer's DP account to his DP.

## **7.2 Debentures held in Dematerialised Form**

The Debentures shall be held in dematerialised form and no action is required on the part of the Debenture Holder(s) for redemption purposes and the redemption proceeds will be paid by cheque/ECS/ NEFT/fund transfer/RTGS to those Debenture Holder(s) whose names appear on the list of beneficiaries maintained by the Depository(ies). The names would be as per Depository(ies) records on the record date fixed for the purpose of redemption. All such Debentures will be simultaneously redeemed through appropriate debit corporate action. If permitted, the Issuer may transfer payments required to be made in any relation by NEFT/RTGS to the bank account of the Debenture Holder(s) for redemption payments.

## **7.3 Sharing of Information**

The Issuer may, at its option, but subject to Applicable Laws, 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 Issuer, with its subsidiaries and affiliates and other banks, financial institutions, credit bureaus, agencies, statutory bodies, as may be required and neither the Issuer nor its subsidiaries and affiliates nor their agents shall be liable for use of the aforesaid information.

## **7.4 Debenture Holder not a Shareholder**

The Debenture Holder(s) shall not be entitled to any right and privileges of shareholders other than those available to them under the Act. The Debentures shall not confer upon the Debenture Holders the right to receive notice(s) or to attend and to vote at any general meeting(s) of the shareholders of the Issuer.

## **7.5 Right to accept or reject Applications**

The Board of Directors/Committee of Directors reserves its full, unqualified and absolute right to accept or reject any application for subscription to the Debentures, in part or in full, without assigning any reason thereof.

## **7.6 Issue Procedure**

Only Eligible Investors (as given hereunder) may apply for the Debentures by completing the Application Form in the prescribed format in block letters in English as per the instructions contained therein. The minimum number of Debentures that can be applied for and the multiples thereof shall be set out in the Application Form. No application can be made for a fraction of a Debenture. Application forms should be duly completed in all respects and applications not completed in the said manner are liable to be rejected. The name of the applicant's bank, type of account and account number must be duly completed by the applicant. This is required for the applicant's own safety and these details will be printed on the refund orders and /or redemptions warrants.

The applicant should transfer payments required to be made in relation to the Issue by NEFT/RTGS, to the bank account of the Issuer as per the details mentioned in paragraph 7.10 (*Payment Instructions*) hereinbelow.

## **7.7 Application Procedure**

Investors will be invited to subscribe by way of the Application Form prescribed in the Information Memorandum during the period between the Issue Opening Date and the Issue Closing Date (both dates inclusive) and by filling out Part - B of the Private Placement Offer Letter. The Issuer reserves the right to change the issue schedule including the Deemed Date of Allotment at its sole discretion, without giving any reasons or prior notice. The Issue will be open for subscription during the banking hours on each day during the period covered by the Issue Schedule.

## 7.8 Fictitious Application

All fictitious applications will be rejected.

## 7.9 Basis of Allotment

Notwithstanding anything stated elsewhere, Issuer reserves the right to accept or reject any application, in part or in full, without assigning any reason. Subject to the aforesaid, in case of over subscription, priority will be given to investors on a first come first serve basis. The investors will be required to remit the funds as well as submit the duly completed Application Form and Part - B of the Private Placement Offer Letter along with other necessary documents to Issuer by the Deemed Date of Allotment.

## 7.10 Payment Instructions

The Application Form should be submitted directly. The entire amount of Rs. 1,000/- (Rupees One Thousand) per Debenture is payable along with the making of an application. Applicants can remit the application amount through RTGS or any other permitted mode on Pay-in Date. The details of the bank account of the Issuer for pay-in of application monies are as under:

Bank Name	:	IDFC FIRST BANK
Beneficiary Name	:	UGRO CAPITAL LIMITED
Bank Account No.	:	10058562243
Account Type	:	Current Account
Bank Branch Name and Address	:	Bandra Kurla Complex, Naman, Ground Floor, C-32, G Block, Mumbai 400051
IFSC Code	:	IDFB0040101

## 7.11 Eligible Investors

The following categories of investors, when specifically approached and have been identified upfront, are eligible to apply for this private placement of Debentures subject to fulfilling their respective investment norms/rules and compliance with laws applicable to them by submitting all the relevant documents along with the Application Form ("**Eligible Investors**"):

- (a) Companies incorporated under the Companies Act, 1956 or the Companies Act, 2013
- (b) N. A

any other investor authorized to invest in these Debentures, in terms of Applicable Law. All Eligible Investors are required to check and comply with Applicable Law(s) including the relevant rules / regulations / guidelines applicable to them for investing in this Issue of Debentures and the Company, is not in any way, directly or indirectly, responsible for any statutory or regulatory breaches by any investor, neither is the Company required to check or confirm the same.

Although above investors are eligible to apply however only those investors, who are individually addressed through direct communication by the Company/ Arranger, are eligible to apply for the Debentures. No other person may apply. Hosting of the Information Memorandum on the website of the BSE should not be construed as an offer or an invitation to offer to subscribe to the Debentures and the same has been hosted only as it is stipulated under the SEBI Debt Listing Regulations. Eligible Investors should check their eligibility before making any investment.

All Investors are required to comply with the relevant regulations/guidelines applicable to them for investing in this issue of Debentures.

**Note:** Participation by Investors in the Issue may be subject to statutory and/or regulatory requirements applicable to them in connection with subscription to Indian securities by such categories of persons or entities. Applicants are advised to ensure that they comply with all regulatory requirements applicable to them, including exchange controls and other requirements. Applicants ought to seek independent legal and regulatory advice in relation to the laws applicable to them.

#### **7.12 Procedure for Applying for Dematerialised Facility**

- A. The applicant must have at least one beneficiary account with any of the DP's of NSDL/CDSL prior to making the application.
- B. The applicant must necessarily fill in the details (including the beneficiary account number and DP - ID) appearing in the Application Form under the heading "Details for Issue of Debentures in Electronic/Dematerialised Form".
- C. Debentures allotted to an applicant will be credited to the applicant's respective beneficiary account(s) with the DP.
- D. For subscribing to the Debentures, names in the Application Form should be identical to those appearing in the details in the Depository. In case of joint holders, the names should necessarily be in the same sequence as they appear in the account details maintained with the DP.
- E. If incomplete/incorrect details are given under the heading "Details for Issue of Debentures in Electronic/Dematerialised Form" in the Application Form, it will be deemed to be an incomplete application and the same may be held liable for rejection at the sole discretion of the Issuer.
- F. For allotment of Debentures, the address, nomination details and other details of the applicant as registered with his/her DP shall be used for all correspondence with the applicant. The applicant is therefore responsible for the correctness of his/her demographic details given in the Application Form vis-a-vis those with his/her DP. In case the information is incorrect or insufficient, the Issuer would not be liable for the losses, if any.
- G. The redemption amount or other benefits would be paid to those Debenture Holders whose names appear on the list of beneficial owners maintained by the Depository(ies) as on the record date. In case of those Debentures for which the beneficial owner is not identified in the records of the Depository(ies) as on the record date, the Issuer would keep in abeyance the payment of the redemption amount or other benefits, until such time that the beneficial owner is identified by the Depository(ies) and conveyed to the Issuer, whereupon the redemption amount and benefits will be paid to the beneficiaries, as identified.

#### **7.13 Depository Arrangements**

The Issuer shall make necessary arrangement with CDSL and / or NSDL for issue and holding of Debenture in dematerialised form.

#### **7.14 List of Beneficiaries**

The Issuer shall request the Depository(ies) to provide a list of beneficiaries as at the end of each record date. This shall be the list, which will be used for payment or repayment of redemption monies.

#### **7.15 Application under Power of Attorney**

A certified true copy of the power of attorney or the relevant authority as the case may be along with the names and specimen signature(s) of all the authorized signatories of the investor and the tax exemption certificate/document of the investor, if any, must be lodged along with the submission of the completed Application Form. Further modifications/additions in the power of attorney or authority should be notified to the Issuer or to its agents or to such other person(s) at such other address(es) as may be specified by the Issuer from time to time through a suitable communication.

In case of an application made by companies under a power of attorney or resolution or authority, a certified true copy thereof along with memorandum and articles of association and/or bye-laws along with other constitutional documents must be attached to the Application Form at the time of making the application, failing which, the Issuer reserves the full, unqualified and absolute right to accept or reject any application in whole or in part and in either case without assigning any reason thereto. Names and specimen signatures of all the authorized signatories must also be lodged along with the submission of the completed Application Form.

#### **7.16 Procedure for application**

The investor should make a separate application in respect of each scheme of the mutual fund registered with the SEBI and such applications will not be treated as multiple application, provided that the application made by the investor clearly indicated their intention as to the scheme for which the application has been made.

The application forms duly filled shall clearly indicate the name of the concerned scheme for which application is being made and must be accompanied by certified true copies of:

- A. SEBI registration certificate
- B. Resolution authorizing investment and containing operating instructions
- C. Specimen signature of authorized signatories

#### **7.17 Applications to be accompanied with Bank Account Details**

Every application shall be required to be accompanied by the bank account details of the applicant and the magnetic ink character reader code of the bank for the purpose of availing direct credit of redemption amount and all other amounts payable to the Debenture Holder(s) through NEFT/RTGS.

#### **7.18 Mode of Payment**

All payments must be made through NEFT/RTGS/Cheque/ Fund Transfer as set out in the Application Form.

#### **7.19 Refunds**

For applicants whose applications have been rejected or allotted in part, refund orders will be dispatched within 7 (Seven) days from the Deemed Date of Allotment of the Debentures.

## SECTION 1: DECLARATION

- A. The Company has complied with the provisions of the Companies Act, 2013 and the rules made hereunder;
- B. The compliance with the Companies Act, 2013 and the rules made thereunder do not imply that payment of dividend or interest or repayment of the Debentures, if applicable, is guaranteed by the Central Government; and
- C. the monies received under the offer shall be used only for the purposes and objects indicated in this Information Memorandum.

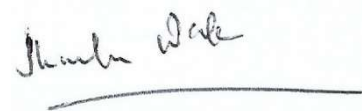
I am authorized by the Board of Directors of the Issuer vide resolution dated August 12, 2020 read with the resolution dated May 22, 2021 of the Investment and Borrowing Committee of the board of directors of the Issuer, to sign this Information Memorandum and declare that all the requirements of Companies Act, 2013 and the rules made thereunder in respect of the subject matter of this form and matters incidental thereto have been complied with.

Whatever is stated in this Information Memorandum and in the attachments thereto is true, correct and complete and no information material to the subject matter of this Information Memorandum has been suppressed or concealed and is as per the original records maintained by the promoters subscribing to the Memorandum of Association and Articles of Association.

It is further declared and verified that all the required attachments have been completely, correctly and legibly attached to this Information Memorandum.

We declare that all the relevant provisions in the regulations/guideline issued by SEBI and other Applicable Laws have been complied with and no statement made in this Information Memorandum is contrary to the provisions of the regulations/guidelines issued by SEBI and other applicable laws, as the case may be. The information contained in this Information Memorandum is as applicable to privately placed debt securities and subject to information available with the Issuer. The extent of disclosures made in the Information Memorandum is consistent with disclosures permitted by regulatory authorities to the issue of securities made by the companies in the past.

**For Ugro Capital Limited**



**Mr. Shachindra Nath**  
**Executive Chairman and Managing Director**  
**Date: May 25, 2021**  
**Place: Gurugram**

## ANNEXURE I: RATING LETTER & RATING RATIONALE



### Rating Letter - Intimation of Rating Action

Letter Issued on: May 21, 2021

Letter Expires on: May 17, 2022

**Ugro Capital Limited**  
Equinox Business Park,  
Tower 3, Fourth Floor,  
Off BKC, LBS Road,  
Kurla Mumbai - 400070  
Mumbai 400070



Kind Attn.: Mr. Sujit Keshkamat, Manager Treasury (Tel. No. 9136994528)

Dear Mr. Keshkamat,

Sub.: Rating(s) Assigned - Non-Convertible Debentures of Ugro Capital Limited

Please note that the current rating(s) and outlook, instrument details, and latest rating action for the aforementioned instrument are as under:

	Long Term Instruments	Short Term Instruments
Total Rated Quantum (Rs. Cr.)	20.00 Cr	Not applicable
Quantum of Enhancement (Rs. Cr.)	Not applicable	Not applicable
Rating	ACUTE Provisional PPMLD AA+(CE)	Not applicable
Outlook	Stable	Not applicable
Most recent Rating Action	Assigned	Not applicable
Date of most recent Rating Action	May 21, 2021	Not applicable
Rating Watch	Not applicable	Not applicable

Acute reserves the right to revise the ratings, along with the outlook, at any time, on the basis of new information, or other circumstances which Acute believes may have an impact on the ratings. Such revisions, if any, would be appropriately disseminated by Acute as required under prevailing SEBI guidelines and Acute's policies.

This letter will expire on **May 17, 2022** or on the day when Acute takes the next rating action, whichever is earlier. It may be noted that the rating is subject to change anytime even before the expiry date of this letter. Hence lenders / investors are advised to visit <https://www.acute.in/> OR scan the QR code given above to confirm the current outstanding rating.

Acute will re-issue this rating letter on **May 18, 2022** subject to receipt of surveillance fee as applicable. If the rating is reviewed before **May 17, 2022**, Acute will issue a new rating letter.

*Suman Chowdhury*

Suman Chowdhury  
Chief Analytical Officer

Annexures: A. Details of the Rated Instrument  
B. Details of the rating prior to the above rating action

#### Acute Ratings & Research Limited

SEI Registered | SEI Accredited

A-812, The Capital, G-Block, BKC, Bandra (E), Mumbai - 400051 | +91 22 49294000 SMS: +91 9969898000 |  
www.acute.in | CIN: U74999MH2005PLC155683

**Annexure A. Details of the rated instrument**

Bank	Facilities	Scale	Am't. (Rs. Cr)	Rating	Rating Action
Proposed PP-MLD Non-Convertible Debentures	Long Term	20.00	ACUTE Provisional PPMLD AA+(CE)/Stable	Assigned	
			20.00		

**Annexure B. Details of the rating prior to the above rating action**

	Long Term Instruments	Short Term Instruments
Previous Rated Quantum	NA	NA
Rating	NA	NA
Outlook	NA	NA

**DISCLAIMER**

An Acuite rating does not constitute an audit of the rated entity and should not be treated as a recommendation or opinion that is intended to substitute for a financial adviser's or investor's independent assessment of whether to buy, sell or hold any security. Acuite ratings are based on the data and information provided by the issuer and obtained from other reliable sources. Although reasonable care has been taken to ensure that the data and information is true, Acuite, in particular, makes no representation or warranty, expressed or implied with respect to the adequacy, accuracy or completeness of the information relied upon. Acuite is not responsible for any errors or omissions and expressly states that it has no financial liability whatsoever for any direct, indirect or consequential loss of any kind arising from the use of its ratings. Acuite ratings are subject to a process of surveillance which may lead to a revision in ratings as and when the circumstances so warrant. Please visit our website ([www.acuite.in](http://www.acuite.in)) for the latest information on any instrument rated by Acuite, Acuite's rating scale and its definitions.



**Marshall Office:** Winston S. Hall, Office No. 634, C.T. Deal, Raleigh, Tennessee (East) Marshall 400 DNE Tel: 419 (222) 4032/5550 Fax: 419 (222) 4032/5550  
**Regd. Office:** CEM House, 810 No. 35, Bracken Colony (4450) Fort Raud, Borneo Tel: 419 (626) 2226600 Fax: 419 (222) 2226025  
**Head Office:** Office No. 810, 81-Flour, Jalan Building, 5, Rastara-Garuda Ring, New Delhi-110007, Tel: 11 430 2211/11  
 E-mail: [marshall@india.marshall.com](mailto:marshall@india.marshall.com) [india@marshall.com](mailto:india@marshall.com) Website: [www.marshall.com](http://www.marshall.com)  
 Subs: i. Marshall, ii. Sarawak, iii. Delhi, iv. Chennai



## ANNEXURE III: DUE DILIGENCE CERTIFICATE ISSUED BY THE DEBENTURE TRUSTEE

**CATALYST**  
Believe in yourself., Trust us!



CTL/21-22/485

**DUE DILIGENCE CERTIFICATE AT THE TIME OF FILING THE DRAFT OFFER DOCUMENT OR PRIVATE PLACEMENT MEMORANDUM/ INFORMATION MEMORANDUM**

To,

**BSE Limited**  
Phiroze Jeejeebhoy Towers  
Dalal Street,  
Mumbai- 400001.

Dear Sir / Madam,

**SUB.: Issue of 2,00,000 (Two Lakhs) Rated Secured Unsubordinated Listed Transferable Redeemable Principle Protected Market Linked Non-Convertible Debentures of face value of Rs. 1,000/- (Rupees One thousand only) each, aggregating up to Rs. 20,00,00,000/- (Rupees Twenty Crores only) by Ugro Capital Limited.**

We, the debenture trustee(s) to the above-mentioned forthcoming issue state as follows:

- 1) We have examined documents pertaining to the said issue and other such relevant documents, reports and certifications.
- 2) On the basis of such examination and of the discussions with the issuer, its directors and other officers, other agencies and on independent verification of the various relevant documents, reports and certifications, WE CONFIRM that:
  - a) The issuer has made adequate provisions for and/or has taken steps to provide for adequate security for the debt securities to be issued.
  - b) The issuer has obtained the permissions / consents necessary for creating security on the said property(ies).
  - c) The issuer has made all the relevant disclosures about the security and also its continued obligations towards the holders of debt securities.
  - d) Issuer has adequately disclosed all consents/ permissions required for creation of further charge on assets in offer document or private placement memorandum/ information memorandum and all disclosures made in the offer document or private placement memorandum/ information memorandum with respect to creation of security are in confirmation with the clauses of debenture trustee agreement.
  - e) Issuer has disclosed all covenants proposed to be included in debenture trust deed (including any side letter, accelerated payment clause etc.), offer document or private placement memorandum/ information memorandum.

**CATALYST TRUSTEESHIP LIMITED** (INCORPORATED IN INDIA)

Head Office: Wrothers 6<sup>th</sup> Floor, Office No. 605, C.A.T. House, Kalina, Santacruz East, Mumbai-400 098. Tel: +91 (0)22 4822 8025 Fax: +91 (0)22 4822 8026

Regd. Office: CDA House, Plot No. 88, Bhamburda Colony (Wing), Patel Road, Pune-411 004. Tel: +91 (0)20 25260801 Fax: +91 (0)20 25260275

Delhi Office: Office No. 810, 6<sup>th</sup> Floor, Kulkarni Building, 26, Kirti Kirti Garden Marg, New Delhi - 110061. Tel: +91 11 458 29531/32.

CIN No. U74999MH2007PLC000002 Email: [info@catalysttrust.com](mailto:info@catalysttrust.com) Website: [www.catalysttrust.com](http://www.catalysttrust.com)

Pune | Mumbai | Bangalore | Delhi | Chennai

AN ISO 9001 Company



## ANNEXURE IV: APPLICATION FORM

### UGRO CAPITAL LIMITED (CIN: L67120MH1993PLC070739)

(A Public Limited Company Incorporated under the Companies Act, 1956 and  
Registered with Reserve Bank of India as a Systemically Important Non-Banking Financial Company)

**Date of Incorporation:** February 10, 1993

**Registered & Corporate Office:** Equinox Business Park, Tower 3, 4th Floor, LBS Road, Kurla (West), Mumbai –  
400070; **Tel.:** 022-48918686;

**Contact Person:** Mr. Aniket Karandikar; **Email:** [cs@ugrocapital.com](mailto:cs@ugrocapital.com); **Tel:** 022- 48918686;

DEBENTURE APPLICATION FORM SERIAL NO.	0	0	0	0	5	2	0	2	1
---------------------------------------	---	---	---	---	---	---	---	---	---

Issue of 2,00,000 (two lakh) rated, secured, senior, transferable, listed, redeemable, principal protected market linked non-convertible debentures denominated in Indian Rupees ("INR") each having a face value of INR 1,000 (Indian Rupees One Thousand) aggregating to a face value of INR 20,00,00,000 (Indian Rupees Twenty Crore) ("Debentures") on a private placement basis (the "Issue").

#### DEBENTURES APPLIED FOR:

Number of Debentures \_\_\_\_\_ in words \_\_\_\_\_

Amount Rs. \_\_\_\_\_ /- in words Rupees \_\_\_\_\_ Crore Only

#### DETAILS OF PAYMENT:

RTGS

No. \_\_\_\_\_ Drawn on \_\_\_\_\_

Funds transferred to Ugro Capital Limited

Bank Name: \_\_\_\_\_, Bank Account No: \_\_\_\_\_, IFSC Code: \_\_\_\_\_,  
Branch: \_\_\_\_\_, Account Type: \_\_\_\_\_ Account

Dated \_\_\_\_\_

Total Amount Enclosed

(In Figures) Rs. \_\_\_\_\_ /- (In words) \_\_\_\_\_ Only

#### APPLICANT'S NAME IN FULL (CAPITALS)

#### SPECIMEN SIGNATURE

--	--

#### APPLICANT'S ADDRESS

ADDRESS																			
STREET																			
CITY																			
PIN																			
PHONE																			
FAX																			

APPLICANT'S PAN/GIR NO. \_\_\_\_\_ IT CIRCLE/WARD/DISTRICT \_\_\_\_\_

**WE ARE [-]**

We have read and understood the Terms and Conditions of the issue of Debentures including the Risk Factors described in the Disclosure Document and the Private Placement Offer Letter and have considered these in making our decision to apply. We bind ourselves to these Terms and Conditions and wish to apply for allotment of these Debentures. We request you to please place our name(s) on the Register of Holders.

Name of the Authorised Signatory(ies)	Designation	Signature

Applicant's  
Signature

We the undersigned, are agreeable to holding the Debentures of the Company in dematerialised form. Details of my/our Beneficial Owner Account are given below:

<b>DEPOSITORY</b>	<b>NSDL ( ) CDSL ( )</b>
<b>DEPOSITORY PARTICIPANT NAME</b>	
<b>DP-ID</b>	
<b>BENEFICIARY ACCOUNT NUMBER</b>	
<b>NAME OF THE APPLICANT(S)</b>	

<b>Applicant Bank Account:</b>	
(Settlement by way of Cheque / Demand Draft / Pay Order / Direct Credit / ECS / NEFT/RTGS/other permitted mechanisms)	

	FOR OFFICE USE ONLY
DATE OF RECEIPT _____	DATE OF CLEARANCE _____

(Note: Cheque and Drafts are subject to realisation)

Applicant's  
Signature

	FOR OFFICE USE ONLY
DATE OF RECEIPT _____	DATE OF CLEARANCE _____

(Note: Cheque and Drafts are subject to realisation)

------(TEAR HERE)-----

**ACKNOWLEDGMENT SLIP**

(To be filled in by Applicant) <b>SERIAL NO.</b>		-	-	-	-	-	-	-
--	--	---	---	---	---	---	---	---

Received from \_\_\_\_\_

Address _____
Cheque/Draft/UTR # _____ Drawn on _____ for Rs. _____
on account of application of _____ Debenture

## INSTRUCTIONS

1. Application form must be completed in full, IN ENGLISH.
2. Signatures must be made in English or in any of the Indian languages. Thumb Impressions must be attested by an authorized official of the Bank or by a Magistrate/Notary Public under his/her official seal.
3. Application form, duly completed in all respects, must be submitted with the respective Collecting Bankers. The payment in respect of the Application Money can be made through RTGS/electronic transfer as per the following details:

Beneficiary Name:	UGRO Capital Limited
Bank Account No.	10058562243
IFSC CODE:	IDFB0040101
Bank Name	IDFC FIRST BANK
Branch Address:	Bandra Kurla Complex, Naman, Ground Floor, C-32, G Block, Mumbai 400051
Account Type	Current Account

4. The Company undertakes that the application money deposited in the above-mentioned bank account shall not be utilized for any purpose other than
  - (a) for adjustment against allotment of securities; or
  - (b) for the repayment of monies where the company is unable to allot securities.
5. Receipt of applicants will be acknowledged by the Company in the "Acknowledgement Slip" appearing below the application form. No separate receipt will be issued.
6. All applicants should mention their Permanent Account No. or their GIR No. allotted under Income Tax Act, 1961 and the Income Tax Circle/Ward/District. In case where neither the PAN nor the GIR No. has been allotted, the fact of non-allotment should be mentioned in the application form in the space provided. Income Tax as applicable will be deducted at source at the time of payment of interest including interest payable on application money.
7. The application would be accepted as per the terms of the Scheme outlined in the transaction documents for the private placement.

# ANNEXURE V: AUDITED FINANCIAL STATEMENTS FOR THE LAST 3 FINANCIAL YEARS

## PART A

(Abridged version of Latest Audited/ Limited Review Half Yearly Consolidated (wherever available) and Standalone Financial Information and auditors qualifications)

Particulars	Balance sheet				
	As at	As at	As at	As at	As at
	31 December 2020	30 Septem ber 2020	31 March 2020	31 March 2019	31 March 2018
	Unaudited		Audited	Audited	Audited
<b>I. EQUITY AND LIABILITIES:</b>					
<b>(1) Shareholders' funds:</b>					
(a) Share capital	70.53	70.53	70.53	23.33	4.70
(b) Reserves and surplus	879.93	873.39	851.00	777.06	32.34
(c) Money received against share warrants			-	32.50	-
<b>TOTAL (1)</b>	<b>950.46</b>	<b>943.92</b>	<b>921.52</b>	<b>832.90</b>	<b>37.03</b>
<b>(2) Non-current liabilities:</b>				-	-
(a) Long-term borrowings (*)	550.92	384.17	254.54	9.74	-
(b) Long- term provisions	0.74	0.55	0.53	0.21	-
(c) Other non current liabilities	14.22	14.06	16.51	17.58	-
<b>TOTAL (2)</b>	<b>565.88</b>	<b>398.78</b>	<b>271.58</b>	<b>27.53</b>	<b>-</b>
<b>(3) Current liabilities:</b>				-	-
(a) Trade payables				-	-
(i) total outstanding dues of micro enterprises and small enterprises			0.10	-	-
(ii) total outstanding dues of creditors other than micro, small and medium enterprises	6.33	5.68	10.39	0.91	0.01
(b) Other current liabilities	18.50	29.53	8.87	7.15	0.00
<b>TOTAL (3)</b>	<b>24.83</b>	<b>35.21</b>	<b>19.36</b>	<b>8.05</b>	<b>0.01</b>
<b>TOTAL - EQUITY AND LIABILITIES: (1+2+3)</b>	<b>1541.17</b>	<b>1377.90</b>	<b>1212.46</b>	<b>868.48</b>	<b>37.04</b>
<b>II. ASSETS:</b>					
<b>(1) Non-current assets:</b>					
(a) Property, plant and equipment	5.07	5.12	5.87	3.91	-
(b) Intangibles assets	19.66	20.18	18.39	-	-
(c) Intangible assets under development	4.48	2.63	0.94	10.87	-
(d) Non-current investments	-		-	-	33.43
(e) Deferred tax assets (net)	42.64	37.67	21.56	2.40	-
(e) Long term loans and advances (**)	1105.16	960.32	832.38	78.89	-
(f) Other non current assets	26.66	23.41	22.26	24.23	-
<b>TOTAL (1)</b>	<b>1203.67</b>	<b>1049.33</b>	<b>902.41</b>	<b>120.30</b>	<b>33.43</b>

<b>(2) Current assets:</b>				-	-
(a) Current investments	-	-	72.51	106.79	2.67
(b) Inventory	-	-	-	-	-
(c) Trade receivables	0.03	0.03	6.58	2.32	-
(d) Cash and bank balance	129.35	120.73	8.75	320.87	0.01
(f) Other current assets	208.12	207.81	222.22	318.20	0.92
<b>TOTAL (2)</b>	<b>337.50</b>	<b>328.57</b>	<b>310.05</b>	<b>748.18</b>	<b>3.61</b>
<b>TOTAL - ASSETS: (1+2)</b>	<b>1541.17</b>	<b>1377.90</b>	<b>1212.46</b>	<b>868.48</b>	<b>37.04</b>
*Total Borrowing net of EIR adjustment and including borrowing due for payment in next 12 months.					
**Total Loan book net of EIR adjustments and including loans book due for receipts in next 12 months.					
<b>Abridged Profit and Loss Account</b>					
<b>Particulars</b>	<b>For the period ended</b>	<b>For the period ended</b>	<b>For the year ended</b>	<b>For the year ended</b>	<b>For the year ended</b>
	<b>31 December 2020</b>	<b>30 September 2020</b>	<b>31 March 2020</b>	<b>31 March 2019</b>	<b>31 March 2018</b>
<b>Income</b>					
Revenue from operations	104.68	65.60	105.14	43.94	3.52
<b>Total Income (A)</b>	104.68	65.60	105.14	43.94	3.52
<b>Expenses</b>					
Employee benefit expense	32.41	21.85	47.15	24.81	0.11
Finance cost	28.26	16.48	13.67	1.05	-
Depreciation and amortization expense	8.60	5.59	7.39	1.78	-
Other expenses	25.66	14.81	33.61	11.09	0.18
<b>Total Expenses (B)</b>	94.94	58.73	101.83	38.72	0.29
<b>Profit/(Loss) before exceptional items (C) = (A) - (B)</b>	<b>9.75</b>	<b>6.87</b>	<b>3.32</b>	<b>5.21</b>	<b>3.22</b>
<b>Exceptional items (D)</b>	-	-	-	3.67	-
<b>Profit/(Loss) before tax (E) = (C) - (D)</b>	9.75	6.87	3.32	1.54	3.22
<b>Tax expense :</b>					
(1) Current year					
'Expense for Current Year	3.66	2.12	2.96	1.47	0.25
(2) Deferred tax	(21.09)	(16.15)	(19.16)	(3.87)	-

Net tax expense/(benefit) (F)	(17.43)	(14.03)	(16.20)	(2.40)	0.25
<b>Profit/(Loss) for the year (E-F)</b>	27.18	20.90	19.52	3.94	2.98
<b>Earnings per share:</b>					
Basic	3.85	1.47	2.95	0.77	6.34
Diluted	3.85	1.47	2.87	0.75	6.34
Face value per share	10	10	10	10	10
	<b>Cash Flow statement</b>				
<b>Particulars</b>	<b>For the half year ended</b>	<b>For the year ended</b>	<b>For the year ended</b>	<b>For the year ended</b>	
	<b>30 September 2020</b>	<b>31 March 2020</b>	<b>31 March 2019</b>	<b>31 March 2018</b>	
<i>Net cash used in operating activities (A)</i>	(55.28)	(798.81)	(86.31)	1.21	
<i>Net cash generated from / (used in) investing activities (B)</i>	39.27	178.73	(347.03)	(1.20)	
<i>Net cash generated from financing activities (C)</i>	127.99	307.96	754.21	-	
<b>Net increase in cash and cash equivalents (A+B+C)</b>	111.98	(312.12)	320.86	0.01	
Cash and cash equivalents at the beginning of the year	8.75	320.87	0.01	0.00	
<b>Cash and cash equivalents as at end of the year</b>	120.73	8.75	320.87	0.01	

#### Notes on Auditors' Qualification

Particulars	For the year ended	For the year ended	For the year ended
	31 March 2020	31 March 2019	31 March 2018
Auditors Qualifications, if any	No	No	No



## **PART B**

### **Audited Annual Reports**

The Annual report is available on the website of the Company viz. [www.ugrocapital.com](http://www.ugrocapital.com) and the same will be uploaded in the tab given by BSE while uploading the listing documents.

## ANNEXURE VI: ILLUSTRATION OF BOND CASH FLOWS AND SCENARIO ANALYSIS

### Redemption Schedule for the Debentures

- 1. Assuming exercise of Call Option on the Initial Call Option Date and Reference Index Performance is >-80%**

Particulars	Call Option Date	No. of days	Amount (in INR)
Coupon, if any	25 <sup>th</sup> November 2022	549	146.26 per Debenture
Face Value	-	-	1,000 per Debenture
Total		549	1146.26 per Debenture

- 2. Assuming no exercise of Call Option on the Initial Call Option Date and Reference Index Performance is >-80%**

Date	Principal	Coupon
25-Nov-22	As per underlying pool collections subject to maximum of 20 crores	Interest on Principal Outstanding @ 13.50% XIRR
25-Dec-22	As per underlying pool collections subject to maximum of 20 crores	Interest on Principal Outstanding @ 13.50% XIRR
25-Jan-23	As per underlying pool collections subject to maximum of 20 crores	Interest on Principal Outstanding @ 13.50% XIRR
25-Feb-23	As per underlying pool collections subject to maximum of 20 crores	Interest on Principal Outstanding @ 13.50% XIRR
25-Mar-23	As per underlying pool collections subject to maximum of 20 crores	Interest on Principal Outstanding @ 13.50% XIRR
25-Apr-23	As per underlying pool collections subject to maximum of 20 crores	Interest on Principal Outstanding @ 13.50% XIRR
25-May-23	As per underlying pool collections subject to maximum of 20 crores	Interest on Principal Outstanding @ 13.50% XIRR
25-Jun-23	As per underlying pool collections subject to maximum of 20 crores	Interest on Principal Outstanding @ 13.50% XIRR
25-Jul-23	As per underlying pool collections subject to maximum of 20 crores	Interest on Principal Outstanding @ 13.50% XIRR
25-Aug-23	As per underlying pool collections subject to maximum of 20 crores	Interest on Principal Outstanding @ 13.50% XIRR
25-Sep-23	As per underlying pool collections subject to maximum of 20 crores	Interest on Principal Outstanding @ 13.50% XIRR
25-Oct-23	As per underlying pool collections subject to maximum of 20 crores	Interest on Principal Outstanding @ 13.50% XIRR
25-Nov-23	As per underlying pool collections subject to maximum of 20 crores	Interest on Principal Outstanding @ 13.50% XIRR
25-Dec-23	As per underlying pool collections subject to maximum of 20 crores	Interest on Principal Outstanding @ 13.50% XIRR
25-Jan-24	As per underlying pool collections subject to maximum of 20 crores	Interest on Principal Outstanding @ 13.50% XIRR
25-Feb-24	As per underlying pool collections subject to maximum of 20 crores	Interest on Principal Outstanding @ 13.50% XIRR
25-Mar-24	As per underlying pool collections subject to maximum of 20 crores	Interest on Principal Outstanding @ 13.50% XIRR
25-Apr-24	As per underlying pool collections subject to maximum of 20 crores	Interest on Principal Outstanding @ 13.50% XIRR





25-Nov-28	As per underlying pool collections subject to maximum of 20 crores	Interest on Principal Outstanding @ 13.50% XIRR
25-Dec-28	As per underlying pool collections subject to maximum of 20 crores	Interest on Principal Outstanding @ 13.50% XIRR
25-Jan-29	As per underlying pool collections subject to maximum of 20 crores	Interest on Principal Outstanding @ 13.50% XIRR
25-Feb-29	As per underlying pool collections subject to maximum of 20 crores	Interest on Principal Outstanding @ 13.50% XIRR
25-Mar-29	As per underlying pool collections subject to maximum of 20 crores	Interest on Principal Outstanding @ 13.50% XIRR
25-Apr-29	As per underlying pool collections subject to maximum of 20 crores	Interest on Principal Outstanding @ 13.50% XIRR
25-May-29	As per underlying pool collections subject to maximum of 20 crores	Interest on Principal Outstanding @ 13.50% XIRR

The redemption schedules may be updated by the Debenture Trustee pursuant to the provisions of the DTD. The Issuer will be required to make payments in accordance with such modified schedule of payments from time to time.

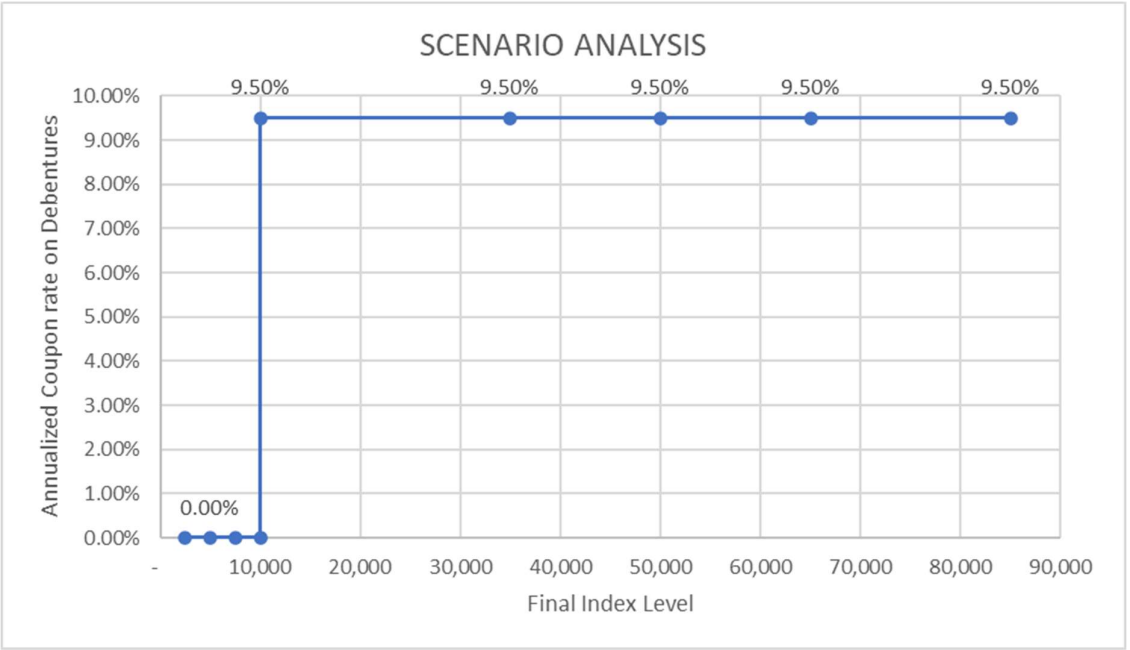
### Method of calculation of Coupon Amount

<b>Coupon Amount</b>	$Face\ Value * [ (1 + Annualized\ Coupon\ Rate)^{(Tenor\ in\ Days/365)} - 1 ]$						
<b>Annualized Coupon Rate</b>	Based on 'Reference Index Performance', corresponding 'Annualized Coupon Rate' function' will be applicable <table border="1"> <tr> <th>Reference Index Performance</th><th>'Annualized Coupon Rate' function</th></tr> <tr> <td>&lt;= -80%</td><td>0%</td></tr> <tr> <td>&gt; -80%</td><td>9.11% coupon (equivalent to 9.50% XIRR)</td></tr> </table>	Reference Index Performance	'Annualized Coupon Rate' function	<= -80%	0%	> -80%	9.11% coupon (equivalent to 9.50% XIRR)
Reference Index Performance	'Annualized Coupon Rate' function						
<= -80%	0%						
> -80%	9.11% coupon (equivalent to 9.50% XIRR)						
<b>Face Value</b>	INR 1,000 (Rupees One Thousand only) per Debenture						
<b>Tenor</b>	96 months from Deemed Date of Allotment**  **In the case of Call Option, Tenor will be number of days between the Deemed Date of Allotment and Call Option Date.						
<b>Reference Index</b>	BSE Sensex 30						
<b>Reference Index Performance</b>	Shall mean the performance of Reference Index on the final fixing date in comparison to the initial fixing date, as follows:  $\left( \frac{Final\ Fixing\ Level}{Initial\ Fixing\ Level} \right) - 1$						
<b>Initial Fixing Level</b>	Official closing level of the Reference Index as on Initial Fixing Date						
<b>Initial Fixing Date</b>	Deemed Date of Allotment						
<b>Final Fixing Level</b>	The official closing level of the Reference Index on the Final Fixing Date						
<b>Final Fixing Date</b>	30 days prior to Call Option Date						

### SCENARIO ANALYSIS/RISK MATRIX

Assuing Initial Index level of 50,000				
<b>Initial Index Level</b>	<b>Final Index Level</b>	<b>Performance of Index Level</b>	<b>Initial Investment on Debentures (INR)</b>	<b>Annualized Coupon rate on Debentures</b>
50,000	2,500	-95.00%	1,000	0.00%
50,000	5,000	-90.00%	1,000	0.00%
50,000	7,500	-85.00%	1,000	0.00%

50,000	10,000	-80.00%	1,000	0.00%
50,000	10,005	-79.99%	1,000	9.50%
50,000	35,000	-30.00%	1,000	9.50%
50,000	50,000	0.00%	1,000	9.50%
50,000	65,000	30.00%	1,000	9.50%
50,000	85,000	70.00%	1,000	9.50%



## ANNEXURE VII: BOARD RESOLUTION AND COMMITTEE RESOLUTION



CERTIFIED TRUE COPY OF RESOLUTION PASSED BY INVESTMENT AND BORROWING COMMITTEE ON 22<sup>ND</sup> MAY 2021

### ISSUE OF COVERED BONDS BY WAY OF ISSUANCE OF MARKET LINKED NCDS ON A PRIVATE PLACEMENT BASIS

**RESOLVED THAT** pursuant to the resolutions dated November 11, 2019 and August 12, 2020 of the board of directors of the Company ("Board"), and the provisions of Sections 42, 71 and other applicable provisions, if any, of the Companies Act, 2013 and the rules made thereunder, including any statutory modifications or re-enactments thereof for the time being in force (the "Act"), the Foreign Exchange Management Act, 1999 (as amended from time to time), rules, regulations, guidelines, notifications, clarifications and circulars, if any, prescribed by the Government of India, all applicable regulations, directions, guidelines, circulars and notifications of the Reserve Bank of India ("RBI"), the Securities and Exchange Board of India ("SEBI"), including the Securities Contracts (Regulation) Act, 1956, the Securities and Exchange Board of India Act, 1992, the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations 2015, as amended and the Securities and Exchange Board of India (Issue and Listing of Debt Securities) Regulations, 2008, or any other regulatory authority, whether in India or abroad, and in accordance with the Memorandum of Association and the Articles of Association of the Company and the listing agreements entered into with the stock exchange(s) (the "Stock Exchange(s)") where the securities of the Company may be listed, and subject to the approvals, consents, sanctions, permissions as may be required from any statutory and regulatory authorities, the approval of the Investment And Borrowing Committee ("Committee") be and is hereby accorded for:

- (a) the issue and allotment of 2,00,000 (two lakh) rated, secured, senior, transferable, listed, redeemable, principal protected market linked non-convertible debentures, denominated in Indian Rupees ("INR"), each having a face value of INR 1,000 (Indian Rupees One Thousand), or such other face value as may be decided, aggregating to an aggregate face value of INR 20,00,00,000 (Indian Rupees Twenty Crore) or such other amounts as may be agreed ("Debentures") at a coupon rate linked to the BSE SENSEX 30 ("Reference Index"), such that the annualized coupon rate shall be (i) 0% (zero percent), if the Reference Index Performance is less than or equal to -80% (minus eighty percent), and/or (ii) 9.11% (nine decimal one one percent) (coupon) (9.50% (nine decimal five zero percent) XIRR), if the Reference Index Performance is greater than -80% (minus eighty percent) (or such other coupon rate/interest rate as may be decided), payable on such terms as may be decided, and for a period of 96 (ninety six) months (subject to any call option/early redemption option of the Company) or such other time period as may be decided, subject to deduction of taxes at source in accordance with applicable law, with or without gross up, on a private placement basis to Fourdegreewater Private Limited (being the identified person(s) for the purposes of Section 42 of the Act) ("Investor(s)"), on such terms as may be agreed with the Investor(s) for raising debt for general corporate purposes of the Company, and the ordinary course of business of the Company (including in relation to repayment/re-financing of the existing indebtedness of the Company), and for any other purposes as may be decided by the Company and agreed with the Investor(s), from time to time.

For the purposes of the above, reference index performance ("Reference Index Performance") shall be calculated (as a percentage) as the difference of (A) the ratio of (I) the final fixing level (being the official closing level of the Reference Index on the final fixing date, as may be

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determined in accordance with the Transaction Documents (as defined below)) and (II) the initial fixing level (being the official closing level of the Reference Index on the initial fixing date, as may be determined in accordance with the Transaction Documents), and (B) 1 (one), multiplied by 100, and followed by the "%" symbol;

- (b) securing/supporting the amounts to be raised pursuant to the issue of the Debentures together with all interest and other charges thereon to be secured (up to such limits and security cover as may be agreed with the Investor(s)) by one or more of the following:
  - (i) first ranking exclusive and continuing charge by way of hypothecation to be created over:
    - (A) the identified assets (including book debts/loan receivables) of the Company, both present and future; and
    - (B) all the rights, title, interest, benefit, claims and demands whatsoever of the Company, whether presently in existence or acquired hereafter, in, to, under and/or in respect of the Contribution(s) (as defined below) provided by the Company to the Trust (as defined below);
  - (ii) first ranking exclusive and continuing charge by way of hypothecation to be created over the assets of the Trust (including the loan receivables assigned to the Trust by the Company);
  - (iii) unconditional and irrevocable guarantee to be provided by the Trust ("Trust Guarantee"); and/or
  - (iv) such other security or contractual comfort (including any personal guarantee(s)/corporate guarantee(s)) as may be required in terms of the issuance of the Debentures and as may be decided from time to time (collectively, the "Security/Contractual Comfort");
- (c) sell, transfer and assign its loan receivables arising from identified pools of loans provided to various persons ("Receivables") to the "Wint Bricks CB-01" trust ("Trust") on or prior to the date of allotment of the Debentures and at other such times as may be required under the Transaction Documents in consideration of such purchase consideration as may be agreed, provided/deemed to be provided by the Company in the form of a contribution(s) ("Contribution(s)") to the Trust, subject to such terms and conditions, that may be agreed between the Company, the trustee appointed in relation to the Trust, for utilization of the Receivables for discharge of the obligations of the Trust under the Trust Guarantee and/or the security provided by the Trust;
- (d) act as servicer for, *inter alia*, the collection of the Receivables, maintaining custody of the underlying documents in accordance with the terms of the servicing agreement entered into or to be entered into with the Trust;
- (e) provide the Contributions to the Trust;
- (f) open, operate, and maintain such accounts as are contemplated under the Transaction Documents ("Accounts");

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- (g) procure, provide and furnish such undertakings as may be required from the Company and/or any shareholders of the Company and/or any other person in such form and manner as may be prescribed (the "Undertakings"); and
- (h) to do all such other acts, matters, deeds and things necessary or desirable, including but not limited to making, filing and completing all statutory, regulatory and other formalities, in connection with or incidental to the issue of the Debentures, maintenance of the Accounts, the providing of the Security/Contractual Comfort, the procuring of any security from the Trust, the Trust Guarantee, the assignment of the Receivables, providing of the Contributions, the Undertakings and the execution/delivery of the Transaction Documents, and/ or any other document to which the Company is a party to, and the performance of its obligations thereunder."

**"RESOLVED FURTHER THAT** Mr. Shachindra Nath, Executive Chairman & Managing Director, Mr. Amit Gupta, Chief Treasury Officer, Mr. Sandeepkumar Zanvar, Chief Financial Officer, Mr. Prabhakaran S, Head - Head - Collections & Litigations and Mr. Mamoj Kumar, National Sales Head, Mr. Deepak Khanna, Branch Head (collectively, the "Authorized Persons") be and are hereby severally authorised to do such acts, deeds and things as they deem necessary or desirable in connection with the issue, offer and allotment of the Debentures, including, without limitation the following:

- (a) seeking, if required, any approval, consent or waiver from any/all concerned governmental 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;
- (b) executing the term sheet in relation to the Debentures;
- (c) negotiating, approving and deciding the terms of the issue of the Debentures and all other related matters;
- (d) seeking the listing of any of the Debentures on any of the Stock Exchange(s), submitting the listing application and taking all actions that may be necessary in connection with obtaining such listing;
- (e) (if so required) issuing the Debentures through the electronic book mechanism process pursuant to the guidelines and circulars issued by the SEBI in this respect, and taking all such action and steps as may be required for the purposes of complying with relevant guidelines, including making all relevant disclosures to the "electronic book provider";
- (f) approving the debt disclosure document/information memorandum and the private placement offer and application letter (including amending, varying or modifying the same, as may be considered desirable or expedient), in accordance with all applicable laws, rules, regulations and guidelines;
- (g) finalising the terms and conditions of the appointment of an arranger, a debenture trustee, due diligence auditors, trustee in respect of the Trust, a registrar and transfer agent, a credit rating agency, legal counsel, a depository and such other intermediaries as may be required including their successors and their agents, and negotiating, finalizing and executing the relevant documents, undertakings, letters and other relevant instruments for such appointment;
- (h) requesting the Trust to (i) provide the security contemplated in the Transaction Documents, (ii) provide the Trust Guarantee, and (iii) execute the relevant Transaction Documents;

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- (i) requesting Poshika Advisory Services LLP ("Key Shareholder") to provide such undertakings that may be required pursuant to the Transaction Documents;
- (j) obtaining such credit rating(s) and within such timeline(s) as may be required by the Investor(s);
- (k) finalising the terms of the issue, offer and allotment of the Debentures;
- (l) entering into arrangements with the depository in connection with issue of Debentures in dematerialised form;
- (m) creating and perfecting the Security/Contractual Comfort (to the extent applicable) as required in accordance with the terms of the Transaction Documents in relation to the issue, offer and allotment of the Debentures;
- (n) finalising the date of allocation and the deemed date of allotment of the Debentures;
- (o) to negotiate, execute, file and deliver any documents, instruments, deeds, amendments, papers, applications, notices or letters as may be required in connection with the issue, offer and allotment of the Debentures and deal with regulatory authorities in connection with the issue, offer and allotment of the Debentures including but not limited to the RBI, SEBI (if so required), any Stock Exchange(s), the jurisdictional registrar of companies, the Central Registry of Securitisation Asset Reconstruction and Security Interest, the Ministry of Corporate Affairs, or any depository, and such other authorities as may be required;
- (p) to generally do any other act or deed, to negotiate and execute any documents, applications, agreements, undertakings, deeds, affidavits, declarations and certificates and to give such directions as it deems fit or as may be necessary or desirable with regard to the issue, offer and allotment of the Debentures;
- (q) to execute all documents, file forms with, make applications to the jurisdictional registrar of companies, the Central Registry of Securitisation Asset Reconstruction and Security Interest, the Ministry of Corporate Affairs, any Stock Exchange(s) or any depository;
- (r) sign and/or dispatch all documents and notices to be signed and/or dispatched by the Company under or in connection with the Transaction Documents;
- (s) to do all acts and provide all instructions that may be required to open and operate the Accounts and to instruct the relevant banks to act upon any instructions so given relating to the Accounts;
- (t) 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, including without limitation, to approve, negotiate, finalise, sign, execute, ratify, amend, supplement and/or issue the following, including any amendments, modifications, supplements, restatements or novations thereto (now or in the future):

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- (i) the debt disclosure document/information memorandum and private placement offer and application letter for the issue, offer and allotment of the Debentures (collectively, the "Disclosure Documents");
  - (ii) debenture certificate for the Debentures;
  - (iii) the debenture trust deed, debenture trustee agreement, deeds of hypothecation, assignment agreements (including the initial assignment agreement, and each supplemental assignment agreement), trust deed (in respect of the Trust), servicing agreement, accounts agreement, contribution agreements (including the initial contribution agreement, and each supplemental contribution agreement), power(s) of attorney, the Trust Guarantee, the undertaking from the Key Shareholder and any other Undertaking, and any other documents required for the creation of security interest over the Company's assets, or the providing of any contractual comfort (including any guarantee(s)), or the issue, offer and allotment of the Debentures (including any powers of attorney in connection thereto), and/or the assignment of the Receivables and the providing of the Contributions, and any other document in relation thereto (collectively, the "Transaction Documents");
  - (iv) any other documents required for the purposes of the issue, offer and allotment of the Debentures and the transactions contemplated thereby, including but not limited to letters of undertaking, declarations, agreements, reports; and
  - (v) any other document designated as a Transaction Document by the debenture trustee and/or the holders of the Debentures ("Debenture Holders");
- (u) to do all acts necessary for the issue, offer and allotment of the Debentures in accordance with the terms set out in the Disclosure Documents and the Transaction Documents; and
  - (v) to generally do any other act or deed, to negotiate and execute any documents, applications, agreements, undertakings, deeds, affidavits, declarations and certificates in relation to (a) to (u) above, and to give such directions as it deems fit or as may be necessary or desirable with regard to the issue, offer and allotment of the Debentures."

**"RESOLVED FURTHER THAT** Mr. Aniket Karandikar, Company Secretary of the Company be and is hereby authorised to take all necessary steps relating to the creation, perfection and registration of charges and also to sign and submit the necessary forms with the jurisdictional registrar of companies, the Central Registry of Securitisation Asset Reconstruction and Security Interest, the Ministry of Corporate Affairs, or any depository, and other relevant governmental authorities."

**"RESOLVED FURTHER THAT** the Committee hereby approves and ratifies all such acts, deeds and actions taken by the Company till date for the purpose of the issue, offer and allotment of the Debentures."

**"RESOLVED FURTHER THAT** the Authorised Persons be and are hereby severally authorised to record the name of the Debenture Holders 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 and the listing of the Debentures."

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"RESOLVED FURTHER THAT the Company be and is hereby authorised to open any bank accounts with such bank(s) in India as may be required in connection with the issue, offer and allotment of the Debentures and that the Authorised Persons be and are hereby severally authorised to sign and execute the application form and other documents required for opening the said account(s), to operate such account(s), and to give such instructions including closure thereof as may be required and deemed appropriate by them, and that such bank(s) be and is/are hereby authorised to honour all cheques and other negotiable instruments drawn, accepted or endorsed and instructions given by any Authorised Person on behalf of the Company."

"RESOLVED FURTHER THAT the Authorised Persons be and are hereby severally authorised to pay all stamp duty required to be paid for the issue, offer and allotment of the Debentures, including through any intermediaries such as the Stock Exchange(s), clearing corporations or any depositories that may be authorised in this regard, in accordance with the laws of India and procure the stamped documents from the relevant governmental authorities."

"RESOLVED FURTHER THAT the Authorised Persons be and are hereby severally authorised to approve and finalise, sign, execute and deliver the Transaction Documents and such other agreements, deeds, undertakings, indemnity and documents as may be required, or any of them in connection with the Debentures to be issued by the Company."

"RESOLVED FURTHER THAT the Authorised Persons be and are hereby severally authorised to register or lodge for registration upon execution documents, letter(s) of undertakings, declarations, and agreements and other papers or documents as may be required in relation to any of the above with any registering authority or any governmental authority competent in that behalf."

"RESOLVED FURTHER THAT the Authorised Persons be and are hereby severally authorised to delegate the powers to any other person as may be deemed necessary to do such acts and execute such documents as may be required in connection with any of the matters relating to the issue of the Debentures."

"RESOLVED FURTHER THAT the common seal of the Company be affixed to the stamped engrossments of such documents as may be required to be executed under the common seal of the Company in the presence of any director(s) of the Company and/or any Authorised Person and/or the Company Secretary of the Company who shall sign/ countersign the same in token thereof in accordance with the articles of association of the Company."

"RESOLVED FURTHER THAT the copies of the foregoing resolutions certified to be true copies by Mr. Aniket Karandikar, the Company Secretary of the Company be furnished to such persons as may be deemed necessary."

For UGRO Capital Limited

Aniket Karandikar  
Company Secretary  
Membership Number: A24107

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**CERTIFIED TRUE COPY PF RESOLUTION PASSED BY THE BOARD OF DIRECTORS AT  
THEIR MEETING HELD ON 12<sup>TH</sup> AUGUST, 2020 THROUGH VIDEO CONFERENCE**

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**Authorization for Borrowing Money under Section 180 (1) (c) of the Companies Act,  
2013**

**"RESOLVED THAT** pursuant to the provisions of Section 180(1)(c) and other applicable provisions, if any, of the Companies Act, 2013 and the rules made thereunder (including any amendment(s), modification(s), variation(s) or re- enactment(s) thereof for the time being in force) ("the Act"), the provisions of the Memorandum of Association and Articles of Association of the Company, Circulars/ Notifications/ Directions issued by Reserve Bank of India from time to time, subject to approval of the Shareholders at the 27<sup>th</sup> Annual General Meeting, approval of the Board be and is hereby accorded to borrow any sum or sums of money (exclusive of interest), from time to time, on such term and conditions as may be determined, in any form one or more companies, body corporate(s), statutory corporations, commercial banks, lending agencies, financial institutions, insurance companies, mutual funds, pension, provident funds, multilateral financial institutions, any entity/entities or authority and authorities whether in India or abroad, and whether by way of cash credit, loans, advances or deposits, bill discounting, issue of debentures, commercial papers, long/short term loans, suppliers credit, securitized instruments such as floating rate notes, fixed rate notes, syndicate loans, commercial borrowings, either in rupees and/or in such other foreign currencies as may be permitted by law from time to time and/or any other instruments/securities or otherwise and whether unsecured or secured by mortgage, charge, hypothecation or lien or pledge of Companies assets, licenses and properties, whether immovable or movable and/or any of the undertaking of the Company notwithstanding that monies to be borrowed including monies already borrowed by the Company (apart from temporary loans obtained from the Company's bankers in the ordinary course of business) will or may exceed the aggregate of the paid up capital of the Company and its free reserves that is to say reserves not set apart for any specific purpose so that the total amount upto which the monies may be borrowed by the Company and outstanding at any time shall not exceed the sum of INR 3000 Crores only (INR Three Thousand Crores only).

**RESOLVED FURTHER THAT** for the purpose of giving effect to this resolution, the Board be and is hereby authorised to approve, finalise, modify, settle and execute such documents/ deeds/ writings/ papers/ agreements as may be required or considered necessary by the Board and to do all such acts, deeds, matters and things, as it may in its absolute discretion deem necessary, expedient, incidental thereto proper or desirable and to settle any question, difficulty or doubt that may arise in regard to borrowing(s) as aforesaid or in respect of any other related matter in this regard and to delegate all or any of its powers herein conferred to any Committee of Board and/ or director (s) and/or officer(s) of the Company to give effect to this resolution.

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**RESOLVED FURTHER THAT** the Investment and Borrowing Committee or any other Committee of the Board be and is hereby authorised to exercise the aforesaid powers as and when found appropriate at its meeting or by way of Circular Resolution, however the said resolution passed through circulation will be placed before the next meeting for its ratification."

**For UGRO Capital Limited**

A handwritten signature in black ink, appearing to read 'Aniket Karandikar'.

**Aniket Karandikar**  
**Company Secretary**  
**Membership No. A24107**

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**CERTIFIED TRUE COPY PF RESOLUTION PASSED BY THE BOARD OF DIRECTORS AT  
THEIR MEETING HELD ON 12<sup>TH</sup> AUGUST, 2020 THROUGH VIDEO CONFERENCE**

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**Authorization to sell, lease, charge and/or mortgage etc. property of the Company  
under Section 180 (1)(a) of the Companies Act, 2013**

**“RESOLVED THAT** pursuant to the provisions of section 180(1)(a) and other applicable provisions of the Companies Act, 2013, if any or any other law for the time being in force (including any statutory modification or amendment thereto or re-enactment thereof) and in terms of Memorandum and Articles of Association of the Company and subject to such other approvals and permissions as may be required and subject to approval of the shareholders at the 27<sup>th</sup> Annual General Meeting, consent of the Board be and is hereby accorded to the Company to sell, mortgage and/ or charge, in addition to the mortgages/charges created/ to be created by the Company in such form and manner and with such ranking and at such time and on such terms and conditions as may be determined, on all or any of the movable and/ or immovable properties of the Company and/ or the interest held by the Company in all or any of the movable or immovable properties, both present and future and/ or the whole or any part of the undertaking(s) of the Company, together with the power to take over management of the business and concern of the Company in certain events of default, in favour of lender(s), agent(s), and trustee(s) for securing the borrowings of the Company availed/to be availed by way of loan(s) (in foreign currency and/ or rupee currency) and securities (comprising fully/ partly convertible debentures and/ or non-convertible debentures with or without detachable or non detachable warrants and/ or secured premium notes and/ or floating rate notes/ bonds or other debt instruments), issued/ to be issued by the Company from time to time, subject to the limits approved under Section 180 (1) (c) of the Companies Act, 2013 from time to time together with interest at the respective agreed rates, additional interest, compound interest in case of default, accumulated interest, liquidated damages, commitment charges, premium and prepayment, remuneration of the agent(s) and/ or trustee(s), premium (if any) on redemption, all other costs, charges and expenses, including any increase as a result of devaluation/ revaluation/ fluctuation in rates of exchange and all other monies payable by the Company in terms of the loan agreement(s), heads of agreement(s), debenture trust deed(s) or any other agreement/ document, entered into/ to be entered into between the Company and lender(s)/investor(s)/agent(s) and/ or trustee(s) in respect of the said loans , borrowing/ debentures and containing such specific terms and conditions and covenants in respect of enforcement of securities as may be stipulated in that behalf and agreed to between the Company and the lender(s), agent(s) and/ or trustee(s) from time to time for a sum of money which may exceed the paid-up capital and free reserves in the ordinary course of business but not exceeding INR 3500 Crores (INR Three Thousand Five Hundred Crores Only) at any point of time.

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**RESOLVED FURTHER THAT** sale, lease, mortgage/charge created/to be created and/or all agreements, documents executed, to be executed and all acts done in terms of the above resolution by and within the authority of the Board of Directors be and is hereby confirmed and ratified.

**RESOLVED FURTHER THAT** any Director of the Company and Company Secretary be and are hereby severally authorized to sign, execute and submit such applications, undertakings, agreements, writings, deeds and other documents and file necessary forms with Ministry of Corporate Affairs and such Authority/s as may be deemed necessary and to delegate all or any of its powers herein conferred to any Committee of Directors and/ or director (s) and/or officer(s) of the Company to give effect to this resolution or expedient to give effect this resolution."

**For UGRO Capital Limited**

A handwritten signature in black ink, appearing to read 'Aniket Karandikar'.

**Aniket Karandikar**  
**Company Secretary**  
**Membership No. A24107**

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**CERTIFIED TRUE COPY PF RESOLUTION PASSED BY THE BOARD OF DIRECTORS AT  
THEIR MEETING HELD ON 12<sup>TH</sup> AUGUST, 2020 THROUGH VIDEO CONFERENCE**

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**To borrow funds by way of issuance of Non-Convertible Debentures and other instruments**

**"RESOLVED THAT** pursuant to the provisions of Sections 23, 42, 71 of the Companies Act, 2013 read with relevant rules thereunder and such other applicable provisions amendment(s), modification(s), variation(s) or re-enactment(s) thereof for the time being in force) and read with relevant Circulars/Notifications issued by the Ministry of Corporate Affairs, from time to time, and pursuant to the applicable provisions of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 and Securities and Exchange Board of India (Issue and Listing of Debt Securities) Regulations, 2008, as amended from time to time and subject to such other applicable laws, rules and regulations and circulars/ notifications/ guidelines/ directions including those issued by Reserve Bank of India from time to time, the Memorandum and Articles of Association of Company and subject to such other approvals as may be required from regulatory authorities from time to time, subject to approval of the shareholders at the 27<sup>th</sup> Annual General Meeting, consent of the Board be and is hereby given (hereinafter referred to as "the Board" which term shall be deemed to include any Committee constituted by the Board, to exercise its powers, including the powers conferred by this Resolution) for making offer(s) or invitation(s), issue and allot, in one or more series/tranches Secured/Unsecured Redeemable Non-Convertible Debentures (NCDs) including but not limited to Subordinated Debentures, Perpetual Debt, etc. on private placement basis, for cash and on such terms and conditions and at such times at par or at such premium/ discount, as may be considered fit and appropriate by the Board to such person or persons, including one or more companies, body corporate(s), statutory corporations, commercial banks, lending agencies, financial institutions, insurance companies, mutual funds, pension, provident funds, multilateral financial institutions and individuals as the case may be or such other person/persons as the Board may decide, for the purpose of meeting long term requirement of funds/general corporate and other purposes such that total issuance of Non-Convertible Debentures/ Bonds/any other debt securities shall not exceed the overall amount of borrowing of INR 2000 (INR Two Thousand Crores only) as may be approved by the members at any point of time, in addition to the limit prescribed under the provision of Section 180 of the Act.

**RESOLVED FURTHER THAT** for the purpose of giving effect to this resolution, the Board/Committee of Directors and Officers of the Company be and are hereby severally authorized to do all such acts, deeds and things and deal with such matters and take all such steps as may be necessary and to sign and execute any deeds/documents/ undertakings/agreements/papers/writings, as may be required in this regard."

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For UGRO Capital Limited

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Aniket Karandikar  
Company Secretary  
Membership No. A24107

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## ANNEXURE VIII: SHAREHOLDERS' RESOLUTION



**CERTIFIED TRUE COPY OF THE SPECIAL RESOLUTION PASSED BY THE MEMBERS OF THE UGRO CAPITAL LIMITED AT THE 27<sup>TH</sup> ANNUAL GENERAL MEETING HELD ON FRIDAY, 18<sup>TH</sup> SEPTEMBER 2020 AT 11.00 A.M THROUGH VIDEO CONFERENCE**

**Authorization for Borrowing Money under Section 180 (1) (c) of the Companies Act, 2013**

**"RESOLVED THAT** pursuant to the provisions of Section 180(1)(c) and other applicable provisions, if any, of the Companies Act, 2013 and the rules made thereunder (including any amendment(s), modification(s), variation(s) or re- enactment(s) thereof for the time being in force) ("the Act"), the provisions of the Memorandum of Association and Articles of Association of the Company, Circulars/ Notifications/ Directions issued by Reserve Bank of India from time to time, the consent of the Members of the Company be and is hereby accorded to the Board of Directors (hereinafter referred to as "the Board" which term shall be deemed to include any Committee constituted by the Board, to exercise its powers, including the powers conferred by this Resolution) to borrow any sum or sums of money (exclusive of interest), from time to time, on such term and conditions as may be determined, in any form one or more companies, body corporate(s), statutory corporations, commercial banks, lending agencies, financial institutions, insurance companies, mutual funds, pension, provident funds, multilateral financial institutions, any entity/entities or authority and authorities whether in India or abroad, and whether by way of cash credit, loans, advances or deposits, bill discounting, issue of debentures, commercial papers, long/short term loans, suppliers credit, securitized instruments such as floating rate notes, fixed rate notes, syndicate loans, commercial borrowings, either in rupees and/or in such other foreign currencies as may be permitted by law from time to time and/or any other instruments/securities or otherwise and whether unsecured or secured by mortgage, charge, hypothecation or lien or pledge of Companies assets, licenses and properties, whether immovable or movable and/or any of the undertaking of the Company notwithstanding that monies to be borrowed including monies already borrowed by the Company (apart from temporary loans obtained from the Company's bankers in the ordinary course of business) will or may exceed the aggregate of the paid up capital of the Company and its free reserves that is to say reserves not set apart for any specific purpose so that the total amount upto which the monies may be borrowed by the Company and outstanding at any time shall not exceed the sum of INR 3000 Crores only (INR Three Thousand Crores only).

**RESOLVED FURTHER THAT** for the purpose of giving effect to this resolution, the Board be and is hereby authorised to approve, finalise, modify, settle and execute such documents/ deeds/ writings/ papers/ agreements as may be required or considered necessary by the Board and to do all such acts, deeds, matters and things, as it may in its absolute discretion deem necessary, expedient, incidental thereto proper or desirable and to settle any question, difficulty or doubt that may arise in regard to borrowing(s) as aforesaid or in respect of any other related matter in this regard and to delegate all or any of its powers herein conferred to any Committee

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of Board and/ or director (s) and/or officer(s) of the Company to give effect to this resolution.”

For UGRO Capital Limited

A handwritten signature in black ink, appearing to read 'Aniket Karandikar'.

Aniket Karandikar  
Company Secretary  
Memb no: ACS 24107

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**EXPLANATORY STATEMENT PURSUANT TO SECTION 102 (1) OF THE COMPANIES ACT, 2013**

Keeping in view the Company's existing and future financial requirements and the business plan, the Company is desirous of raising finance from various Banks and/or Financial Institutions and/or any other lending institutions and/or Bodies Corporate and/or such other persons/ individuals as may be considered fit, which, together with the moneys already borrowed by the Company (apart from temporary loans obtained from the Company's bankers in the ordinary course of business) may exceed the aggregate of the paid-up capital and the free reserves of the Company. Hence, it is proposed to increase the maximum borrowing limits upto INR 3000 Crores (Rupees Three Thousand Crores only) over and above paid up capital and Free Reserves of the Company. Pursuant to Section 180(1)(c) of the Companies Act, 2013, the Board of Directors cannot borrow more than the aggregate amount of the paid-up capital of the Company and its free reserves at any one time except with the consent of the members of the Company in a general meeting.

Further, in order to facilitate securing the borrowing(s) made by the Company, it would be necessary to create charge or mortgage on the assets or whole of the undertaking of the Company. Section 180(1)(a) of the Companies Act, 2013, provides for the power to sell, lease or otherwise dispose of the whole or substantially the whole of the undertaking of the Company subject to the prior approval of members in the General Meeting by way of special resolution.

None of the Directors or the Key Managerial Personnel of the Company including their relatives are in any way concerned or interested in the proposed resolution.

**For UGRO Capital Limited**

A handwritten signature in black ink, appearing to read 'Aniket Karandikar'.

**Aniket Karandikar**  
Company Secretary  
Memb no: ACS 24107

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**CERTIFIED TRUE COPY OF THE SPECIAL RESOLUTION PASSED BY THE MEMBERS OF  
THE UGRO CAPITAL LIMITED AT THE 27<sup>TH</sup> ANNUAL GENERAL MEETING HELD ON  
FRIDAY, 18<sup>TH</sup> SEPTEMBER 2020 AT 11.00 A.M THROUGH VIDEO CONFERENCE**

**Authorization to sell, lease, charge and/or mortgage etc. property of the Company under  
Section 180 (1)(a) of the Companies Act, 2013**

**“RESOLVED THAT** pursuant to the provisions of section 180(1)(a) and other applicable provisions of the Companies Act, 2013, if any or any other law for the time being in force (including any statutory modification or amendment thereto or re-enactment thereof) and in terms of Memorandum and Articles of Association of the Company and subject to such other approvals and permissions as may be required, consent of the members be and is hereby accorded to the Company to sell, mortgage and/ or charge, in addition to the mortgages/charges created/ to be created by the Company in such form and manner and with such ranking and at such time and on such terms and conditions as may be determined, on all or any of the movable and/ or immovable properties of the Company and/or the interest held by the Company in all or any of the movable or immovable properties, both present and future and/ or the whole or any part of the undertaking(s) of the Company, together with the power to take over management of the business and concern of the Company in certain events of default, in favour of lender(s), agent(s), and trustee(s) for securing the borrowings of the Company availed/to be availed by way of loan(s) (in foreign currency and/or rupee currency) and securities (comprising fully/ partly convertible debentures and/or non-convertible debentures with or without detachable or non detachable warrants and/or secured premium notes and/ or floating rate notes/ bonds or other debt instruments), issued/ to be issued by the Company from time to time, subject to the limits approved under Section 180 (1) (c) of the Companies Act, 2013 from time to time together with interest at the respective agreed rates, additional interest, compound interest in case of default, accumulated interest, liquidated damages, commitment charges, premium and prepayment, remuneration of the agent(s) and/ or trustee(s), premium (if any) on redemption, all other costs, charges and expenses, including any increase as a result of devaluation/ revaluation/ fluctuation in rates of exchange and all other monies payable by the Company in terms of the loan agreement(s), heads of agreement(s), debenture trust deed(s) or any other agreement/ document, entered into/ to be entered into between the Company and lender(s)/investor(s)/agent(s) and/ or trustee(s) in respect of the said loans , borrowing/ debentures and containing such specific terms and conditions and covenants in respect of enforcement of securities as may be stipulated in that behalf and agreed to between the Company and the lender(s), agent(s) and/ or trustee(s) from time to time for a sum of money which may exceed the paid-up capital and free reserves in the ordinary course of business but not exceeding INR 3500 Crores (INR Three Thousand Five Hundred Crores Only) at any point of time.

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**RESOLVED FURTHER THAT** sale, lease, mortgage/charge created/to be created and/or all agreements, documents executed, to be executed and all acts done in terms of the above resolution by and within the authority of the Board of Directors be and is hereby confirmed and ratified.

**RESOLVED FURTHER THAT** any Director of the Company and Company Secretary be and are hereby severally authorized to sign, execute and submit such applications, undertakings, agreements, writings, deeds and other documents and file necessary forms with Ministry of Corporate Affairs and such Authority/s as may be deemed necessary and to delegate all or any of its powers herein conferred to any Committee of Directors and/ or director (s) and/or officer(s) of the Company to give effect to this resolution or expedient to give effect this resolution."

**For UGRO Capital Limited**

A handwritten signature in black ink, appearing to read 'Aniket Karandikar'.

**Aniket Karandikar**  
**Company Secretary**  
**Memb no: ACS 24107**

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Further, in order to facilitate securing the borrowing(s) made by the Company, it would be necessary to create charge or mortgage on the assets or whole of the undertaking of the Company. Section 180(1)(a) of the Companies Act, 2013, provides for the power to sell, lease or otherwise dispose of the whole or substantially the whole of the undertaking of the Company subject to the prior approval of members in the General Meeting by way of special resolution.

None of the Directors or the Key Managerial Personnel of the Company including their relatives are in any way concerned or interested in the proposed resolution.

**For UGRO Capital Limited**

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**Aniket Karandikar**  
Company Secretary  
Memb no: ACS 24107

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**CERTIFIED TRUE COPY OF THE SPECIAL RESOLUTION PASSED BY THE MEMBERS OF THE UGRO CAPITAL LIMITED AT THE 27<sup>TH</sup> ANNUAL GENERAL MEETING HELD ON FRIDAY, 18<sup>TH</sup> SEPTEMBER 2020 AT 11.00 A.M THROUGH VIDEO CONFERENCE**

**To borrow funds by way of issuance of Non-Convertible Debentures and other instruments**

**“RESOLVED THAT** pursuant to the provisions of Sections 23, 42, 71 of the Companies Act, 2013 read with relevant rules thereunder and such other applicable provisions amendment(s), modification(s), variation(s) or re- enactment(s) thereof for the time being in force) and read with relevant Circulars/Notifications issued by the Ministry of Corporate Affairs, from time to time, and pursuant to the applicable provisions of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 and Securities and Exchange Board of India (Issue and Listing of Debt Securities) Regulations, 2008, as amended from time to time and subject to such other applicable laws, rules and regulations and circulars/ notifications/ guidelines/ directions including those issued by Reserve Bank of India from time to time, the Memorandum and Articles of Association of Company and subject to such other approvals as may be required from regulatory authorities from time to time, consent of the Members of the Company be and is hereby accorded to the Board of Directors of the Company (hereinafter referred to as “the Board” which term shall be deemed to include any Committee constituted by the Board, to exercise its powers, including the powers conferred by this Resolution) for making offer(s) or invitation(s), issue and allot, in one or more series/tranches Secured/Unsecured Redeemable Non-Convertible Debentures (NCDs) including but not limited to Subordinated Debentures, Perpetual Debt, etc. on private placement basis, for cash and on such terms and conditions and at such times at par or at such premium/ discount, as may be considered fit and appropriate by the Board to such person or persons, including one or more companies, body corporate(s), statutory corporations, commercial banks, lending agencies, financial institutions, insurance companies, mutual funds, pension, provident funds, multilateral financial institutions and individuals as the case may be or such other person/persons as the Board may decide, for the purpose of meeting long term requirement of funds/general corporate and other purposes such that total issuance of Non-Convertible Debentures/ Bonds/any other debt securities shall not exceed the overall amount of borrowing of INR 2000 (INR Two Thousand Crores only) as may be approved by the members at any point of time, in addition to the limit prescribed under the provision of Section 180 of the Act.

**RESOLVED FURTHER THAT** for the purpose of giving effect to this resolution, the Board/Committee of Directors and Officers of the Company be and are hereby severally authorized to do all such acts, deeds and things and deal with such matters and take all such

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steps as may be necessary and to sign and execute any deeds/documents/undertakings/agreements/papers/writings, as may be required in this regard."

**For UGRO Capital Limited**

A handwritten signature in black ink, appearing to read 'Aniket Karandikar'.

**Aniket Karandikar**  
**Company Secretary**  
**Memb no: ACS 24107**

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## ANNEXURE IX

### DISCLOSURES PURSUANT TO THE SEBI DUE DILIGENCE CIRCULAR

(a) **Details of assets, movable property and immovable property on which charge is proposed to be created**

Movable assets comprising:

- (i) rights of the Issuer under certain underlying contracts (being the Contribution Agreements);
- (ii) rights of the Issuer in the property of the SPV Trust, in its capacity as the residual beneficiary under the Trust Deed and the other Cover Pool Documents;
- (iii) receivables from loans provided by the Issuer and assigned/transferred to the SPV Trust; and
- (iv) the Collection and Payment Account and all amounts standing to the credit thereof.

The security set out under (iii) and (iv) above will be provided by the SPV Trust in favour of the Debenture Trustee.

(b) **Title deeds (original/ certified true copy by issuers/ certified true copy by existing charge holders, as available) or title reports issued by a legal counsel/ advocates, copies of the relevant agreements/ Memorandum of Understanding**

No title deeds are applicable or available for movable assets comprising receivables from loans provided by the Issuer over which security is proposed to be created by the Issuer. The details of the underlying loan agreements will be set out in the Deed of Hypothecation (SPV).

(c) **Copy of evidence of registration with Sub-registrar, Registrar of Companies, Central Registry of Securitization Asset Reconstruction and Security Interest (CERSAI) etc**

The details of the charge created over the movable assets comprising receivables from loans provided by the Issuer over which security is proposed to be created by the Issuer under the Deed of Hypothecation (Company) will be reported to the relevant registrar of companies and the Central Registry of Securitisation Asset Reconstruction and Security Interest (CERSAI) within the timelines prescribed under Applicable Law. As the charge is being created over movable assets, no filings are required to be made with the any sub-registrar.

(d) **For unencumbered assets, an undertaking that the assets on which charge is proposed to be created are free from any encumbrances**

The Issuer hereby undertakes that the assets on which charge is proposed to be created as security for the Debentures are free from any encumbrances.

(e) **In case of corporate guarantee or any other document/ letter with similar intent is offered as security or a part of security:**

- (i) **Details of guarantor viz. holding/ subsidiary/ associate company etc:** The Debentures are being guaranteed by, *inter alia*, an unconditional and an irrevocable guarantee by the SPV Trust, being an independent special purpose vehicle/trust under

the name of "Wint Bricks CB-01" established as a private trust under the Indian Trusts Act, 1882. The SPV Trust is not proposed to hold any shares in the Issuer.

- (ii) **Audited financial statements (not older than 6 months from the date of debenture trustee agreement) of guarantor including details of all contingent liabilities:** Not applicable as the SPV Trust is proposed to be independent trust settled for the purposes of the current Issue only. The SPV Trust will be settled by Catalyst Trusteeship Limited pursuant to the Trust Deed.
- (iii) **List of assets of the guarantor along-with undertakings/consent/NOC as per Paragraphs 4.2 and 4.3 of SEBI Due Diligence Circular:** The list/details of the Assigned Assets proposed to be assigned/transferred by the Issuer to the SPV Trust, are enclosed as Annexure X (*SPV Trust Details*) Part A (*List of Assets*).  
  
Other than the Assigned Assets, the SPV Trust does not own any other assets as on the date of this Information Memorandum.
- (iv) **Conditions of invocation of guarantee including details of put options or any other terms and conditions which may impact the security created:** The SPV Guarantee shall stand invoked upon the occurrence of a Credit Event in accordance with the terms of the SPV Guarantee. The indicative draft of the SPV Guarantee is enclosed as Annexure XII.
- (v) **Impact on the security in case of restructuring activity of the guarantor:** Any restructuring of the SPV Trust may affect the performance of the obligations of the SPV Trust under the SPV Guarantee and the Deed of Hypothecation (SPV). Any delays in enforcement to the guarantee or the inability of the Debenture Trustee to enforce the SPV Guarantee would affect the security and the credit enhancement available for the Debentures.
- (vi) **Undertaking by the guarantor that the guarantee shall be disclosed as "contingent liability" in the "notes to accounts" of financial statement of the guarantor:** Enclosed as Annexure X (*SPV Trust Details*) Part B (*Undertaking for disclosing the SPV Guarantee*). Also set out in Clause 8(h) of the SPV Guarantee.
- (vii) **Copy of Board resolution of the guarantor for the guarantee provided in respect of the debt securities of the Issuer:** Enclosed as Annexure X (*SPV Trust Details*) Part C (*SPV Trustee's Letter of Authorisation/Resolution*).
- (viii) **Executed copies of previously entered agreements for providing guarantee to any other person, if any:** Not applicable as the SPV Trust has not provided any guarantees previously.
- (e) **In case securities (equity shares etc.) are being offered as security then a holding statement from the depository participant along-with an undertaking that these securities shall be pledged in favour of debenture trustee(s) in the depository system:** Not Applicable
- (f) **Details of any other form of security being offered viz. Debt Service Reserve Account etc.:** Please refer section named "*Security (Including description, type of security, type of charge, likely date of creation of security, minimum security cover, revaluation, replacement of security)*" in Section 4.19 (*Issue Details*).
- (g) **Any other information, documents or records required by debenture trustee with regard to creation of security and perfection of security:** Not applicable.

- (h) **Declaration:** The Issuer declares that 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.
- (i) **Terms and conditions of debenture trustee agreement including fees charged by debenture trustees(s):** Please refer the consent letter of the Debenture Trustee for terms and conditions of the appointment of the Debenture Trustee and fee of the Debenture Trustee.
- (j) **Details of security to be created:** Please refer section named "*Security (Including description, type of security, type of charge, likely date of creation of security, minimum security cover, revaluation, replacement of security)*" in Section 4.19 (*Issue Details*).
- (k) **Process of due diligence carried out by the debenture trustee:** The Debenture Trustee has carried out due diligence in accordance with the manner prescribed in the SEBI circular bearing reference number SEBI/HO/MIRSD/CRADT/CIR/P/2020/218 dated November 3, 2020 on "*Creation of Security in issuance of listed debt securities and 'due diligence' by debenture trustee(s)*". The due diligence broadly includes the following:
  - (i) A chartered accountant appointed by the Debenture Trustee will be conducting an independent due diligence as per scope provided by the Debenture Trustee and the information provided by the Issuer and the SPV Trust in respect of the security being provided by the Issuer in respect of the Debentures.
  - (ii) The chartered accountant will verify and ensure that the assets provided by the Issuer and the SPV Trust for creation of security are free from any encumbrances or necessary permission or consent has been obtained from existing charge holders.
  - (iii) Periodical due diligence will be carried out by the Debenture Trustee in accordance with the SEBI (Debenture Trustees) Regulations, 1993 and the relevant circulars issued by SEBI from time to time (including the SEBI Due Diligence Circular) as per the nature of security provided by the Issuer and the SPV Trust in respect of the Debentures.
  - (iv) The Debenture Trustee will issue such necessary certificate(s) in relation to the due diligence carried out by it and such certificate(s) will be available on Stock Exchanges from time to time for information of the Debenture Holders.

Even though the Debentures are to be secured to the extent of at least 100% of the principal and interest amount or as per the terms of this Information Memorandum, in favor of the Debenture Trustee, the recovery of 100% of the amount shall depend on the market scenario prevalent at the time of enforcement of the security.

Due diligence will be carried out for maintenance of the prescribed security cover depending on information provided by the Issuer and the chartered accountant appointed by the Debenture Trustee or the Debenture Trustee will not be responsible for misinformation provided by Issuer.

- (l) **Due diligence certificate as per the format specified in Annexure A:** Enclosed as Annexure III.

**ANNEXURE X  
SPV TRUST DETAILS**

**PART A  
LIST OF ASSETS**

Attached separately by way of CD/DVD named "Wint Bricks CB-01" to the initial assignment agreement executed on or about the date of this Information Memorandum.

**ANNEXURE X  
SPV TRUST DETAILS**

**PART B  
UNDERTAKING FOR DISCLOSING THE SPV GUARANTEE AS CONTINGENT LIABILITY**

**CATALYST**  
*Believe in yourself. Trust us!*



**AUTHORISATION LETTER AND UNDERTAKING IN RESPECT OF WINT BRICKS CB-01 TRUST**

To : **CATALYST TRUSTEESHIP LIMITED**  
810, 8th Floor, Kailash Building  
26, Kasturba Gandhi Marg  
New Delhi - 110001, India

Date : May 25, 2021

Dear Sirs,

**RE:** Authorisation letter and undertaking in respect of the SPV Guarantee (as defined below) and the Deed of Hypothecation (SPV) (as defined below)

1. Wint Bricks CB-01 trust ("Trust") is a private trust settled in India in accordance with the Indian Trusts Act, 1882 pursuant to the declaration of trust dated May 25, 2021 ("Trust Deed") executed by Catalyst Trusteeship Limited (in its capacity as the settlor of the SPV Trust) to settle the Trust and to, *inter alia*, appoint Catalyst Trusteeship Limited (the "Trustee") as the trustee of the Trust.
2. UGR0 Capital Limited, a company incorporated under the Companies Act, 1956 and registered with the Reserve Bank of India as a non-banking financial company, having its registered office at Equinox Business Park, Tower 3, 4th Floor, Off BKC, LBS Road, Kurla, Mumbai, Maharashtra - 400070, India and acting through its office at 101-102, 1st floor, 19, Arunachal Building, Barakhamba Road, New Delhi - 110001, India ("Company") shall provide/proposes to provide certain contributions to the Trust under the terms of certain contribution agreement(s) to be executed between the Company and the Trust (acting through the Trustee) ("Contribution Agreement(s)"). The Trust (acting through the Trustee) shall, from time to time, purchase from the Company certain identified loan receivables together with certain rights, benefits, and title in respect of such identified loan receivables (collectively, the "Assigned Assets") pursuant to the terms of certain assignment agreement(s) executed/to be executed between the Company and the Trust (acting through the Trustee) ("Assignment Agreement(s)").
3. The Company also proposes to issue 2,00,000 (two lakh) rated, secured, senior, transferable, listed, redeemable, principal protected market linked non-convertible debentures denominated in Indian Rupees ("INR") each having a face value of INR 1,000 (Indian Rupees One Thousand) aggregating to a face value of INR 20,00,00,000 (Indian Rupees Twenty Crore) ("Debentures") at par, in dematerialised form on a private placement basis to certain identified investors pursuant to a debenture trust deed ("DTD") executed/to be executed between the Company and Catalyst Trusteeship Limited (acting as the debenture trustee in respect of the Debentures) ("Debenture Trustee").
4. One of the terms of the Debentures is that the Debentures will be secured/credit enhanced by way of:
  - (a) a first ranking exclusive charge by way of hypothecation over, *inter alia*, the Assigned Assets, and such other assets of the Trust as may be agreed pursuant to an unattested deed of hypothecation to be executed between the Trustee and the Debenture



**CATALYST TRUSTEESHIP LIMITED** (INCORPORATED IN INDIA)

AN ISO 9001 COMPANY

**Mumbai Office:** Windsor, 6<sup>th</sup> Floor, Office No. 604, C.S.T. Road, Kurla, Santacruz (East) Mumbai 400 090 Tel: +91 (22) 4002 0055 Fax: +91 (22) 4822 0505  
**Regd. Office:** GDA House, Plot No. 65, Shanti Colony (PigVD) Phase II, Pune 411 056 Tel: +91 (20) 66067290  
**Delhi Office:** Office No. 810, 8th Floor, Kailash Building 26, Kasturba Gandhi Marg, New Delhi - 110001 Tel: +91 (11) 480 2810/102  
**CH No. U75100MH1999PLC110003 Email:** ch@cttrustee.com **Website:** www.catalysttrustee.com  
Pune | Mumbai | Bengaluru | Delhi | Chennai





Trustee (acting on behalf of the holders of the Debentures) ("Deed of Hypothecation (SPV)");

- (b) an unconditional and an irrevocable guarantee to be provided by the Trust (acting through the Trustee) pursuant to a deed of guarantee to be executed by the Trust in favour of the Debenture Trustee (acting on behalf of the holders of the Debentures) ("SPV Guarantee"); and
- (c) such other security/contractual comfort as may be agreed with the Debenture Trustee/holders of the Debentures ((a) to (c) are collectively referred to as the "Security/Contractual Comfort").

After due deliberations, and notwithstanding any provision contained under any document, agreement, instrument to which the Trust is a party, the Trust (acting through the Trustee) confirms, resolves and provides the following approvals/authorisations and undertakings:

1. approval and authorisation is hereby accorded to the Trust:
  - (a) to accept the contributions provided by the Company to the Trust under the terms of the Contribution Agreement(s);
  - (b) to purchase the Assigned Assets from the Company in accordance with the Assignment Agreement(s);
  - (c) for providing of the guarantee pursuant to the SPV Guarantee;
  - (d) for providing of a first ranking exclusive charge by way of hypothecation, pursuant to the Deed of Hypothecation (SPV), over *inter alia*, the Assigned Assets owned by the Trust, certain accounts held in the name of the Trust, and such other assets of the Trust as may be agreed;
  - (e) for approving, negotiating and finalizing the terms for execution of any documents relating to the providing of the Security/Contractual Comfort including the Deed of Hypothecation (SPV) and the SPV Guarantee, and any other related documents thereto, and to accept any amendments thereto;
  - (f) to disclose the providing of the SPV Guarantee as a "contingent liability" in any financial statements of the Trust (if so prepared and if so required by applicable law); and
  - (g) to do all such other acts, matters, deeds and things necessary or desirable, including but not limited to making, filing and completing all statutory, regulatory and other formalities, in connection with or incidental to (i) the obtaining of the contributions in accordance with the Contribution Agreement(s), (ii) the purchase of the Assigned Assets, (iii) the providing of the Security/Contractual Comfort, or (iv) any other document to which the Trust is a party to, and the performance of its obligations thereunder.
2. The Trust undertakes to disclose the providing of the SPV Guarantee as a "contingent liability" in any financial statements of the Trust (if so prepared and if so required by applicable law).
3. Ms. Divya Sharma ("Authorised Person") be and is hereby authorised:



- (a) for approving, negotiating and finalizing the terms for execution of any documents relating to the Security/Contractual Comfort including the Deed of Hypothecation (SPV) and the SPV Guarantee, and any other related documents thereto, and to accept any amendments thereto;
- (b) to do all such other acts, matters, deeds and things necessary or desirable in connection with or incidental to giving effect to the authorisations contained herein including without limitation, and making the necessary filings with and appearing before, the relevant government authorities; and
- (c) to do all such other acts, deeds and things as the Authorised Person may deem necessary or desirable in connection with the providing of the Security/Contractual Comfort.

4. It is further confirmed that all documents and agreements executed by the Authorised Person shall be binding on the Trust and its assets.

Yours sincerely,

For and on behalf of CATALYST TRUSTEESHIP LIMITED  
(Trustee of the Wint Bricks CB-01 trust)

For CATALYST TRUSTEESHIP LIMITED

Name:

Designation:

*Dunya Sharma*  
*Senior Manager*

**ANNEXURE X  
SPV TRUST DETAILS**

**PART C  
SPV TRUSTEE'S LETTER OF AUTHORISATION/RESOLUTION**

**CATALYST**  
*Believe in yourself... Trust us!*



**AUTHORISATION LETTER AND UNDERTAKING IN RESPECT OF WINT BRICKS CB-01 TRUST**

To : **CATALYST TRUSTEESHIP LIMITED**  
810, 8th Floor, Kailash Building  
26, Kasturba Gandhi Marg  
New Delhi - 110001, India

Date : May 25, 2021

Dear Sirs,

**RE:** Authorisation letter and undertaking in respect of the SPV Guarantee (as defined below) and the Deed of Hypothecation (SPV) (as defined below)

1. Wint Bricks CB-01 trust ("Trust") is a private trust settled in India in accordance with the Indian Trusts Act, 1882 pursuant to the declaration of trust dated May 25, 2021 ("Trust Deed") executed by Catalyst Trusteeship Limited (in its capacity as the settlor of the SPV Trust) to settle the Trust and to, *inter alia*, appoint Catalyst Trusteeship Limited (the "Trustee") as the trustee of the Trust.
2. UGRO Capital Limited, a company incorporated under the Companies Act, 1956 and registered with the Reserve Bank of India as a non-banking financial company, having its registered office at Equinox Business Park, Tower 3, 4th Floor, Off BKC, LBS Road, Kurla, Mumbai, Maharashtra - 400070, India and acting through its office at 101-102, 1st floor, 19, Arunachal Building, Barakhamba Road, New Delhi - 110001, India ("Company") shall provide/proposes to provide certain contributions to the Trust under the terms of certain contribution agreement(s) to be executed between the Company and the Trust (acting through the Trustee) ("Contribution Agreement(s)"). The Trust (acting through the Trustee) shall, from time to time, purchase from the Company certain identified loan receivables together with certain rights, benefits, and title in respect of such identified loan receivables (collectively, the "Assigned Assets") pursuant to the terms of certain assignment agreement(s) executed/to be executed between the Company and the Trust (acting through the Trustee) ("Assignment Agreement(s)").
3. The Company also proposes to issue 2,00,000 (two lakh) rated, secured, senior, transferable listed, redeemable, principal protected market linked non-convertible debentures denominated in Indian Rupees ("INR") each having a face value of INR 1,000 (Indian Rupees One Thousand) aggregating to a face value of INR 20,00,00,000 (Indian Rupees Twenty Crore) ("Debentures") at par, in dematerialised form on a private placement basis to certain identified investors pursuant to a debenture trust deed ("DTD") executed/to be executed between the Company and Catalyst Trusteeship Limited (acting as the debenture trustee in respect of the Debentures) ("Debenture Trustee").
4. One of the terms of the Debentures is that the Debentures will be secured/credit enhanced by way of:
  - (a) a first ranking exclusive charge by way of hypothecation over, *inter alia*, the Assigned Assets, and such other assets of the Trust as may be agreed pursuant to an unattested deed of hypothecation to be executed between the Trustee and the Debenture

**CATALYST TRUSTEESHIP LIMITED** (Incorporated in India)

As per DTD-001 Company

**Mumbai Office:** Windsor, 6<sup>th</sup> Floor, Office No. 604, C.S.T. Road, Kailash, Bandra (West) Mumbai 400 050 Tel: +91 (22) 4932 0555 Fax: +91 (22) 4822 0505  
**Regd. Office:** GDA House, Plot No. 65, Bhamburda Colony (Piggy) Patal Road, Pune 411 056 Tel: +91 (20) 66067280  
**Delhi Office:** Office No. 810, 8th Floor, Kailash Building, 26, Kasturba Gandhi Marg, New Delhi - 110001 Tel: +91 (11) 480 28101/02  
**CIN No. U74999MH2005PT118053 Email:** [info@catalysttrustee.com](mailto:info@catalysttrustee.com) **Website:** [www.catalysttrustee.com](http://www.catalysttrustee.com)  
Rural | Mumbai | Bangalore | Delhi | Chennai



Trustee (acting on behalf of the holders of the Debentures) ("Deed of Hypothecation (SPV)");

- (b) an unconditional and an irrevocable guarantee to be provided by the Trust (acting through the Trustee) pursuant to a deed of guarantee to be executed by the Trust in favour of the Debenture Trustee (acting on behalf of the holders of the Debentures) ("SPV Guarantee"); and
- (c) such other security/contractual comfort as may be agreed with the Debenture Trustee/holders of the Debentures ((a) to (c) are collectively referred to as the "Security/Contractual Comfort").

After due deliberations, and notwithstanding any provision contained under any document, agreement, instrument to which the Trust is a party, the Trust (acting through the Trustee) confirms, resolves and provides the following approvals/authorisations and undertakings:

1. approval and authorisation is hereby accorded to the Trust:
  - (a) to accept the contributions provided by the Company to the Trust under the terms of the Contribution Agreement(s);
  - (b) to purchase the Assigned Assets from the Company in accordance with the Assignment Agreement(s);
  - (c) for providing of the guarantee pursuant to the SPV Guarantee;
  - (d) for providing of a first ranking exclusive charge by way of hypothecation, pursuant to the Deed of Hypothecation (SPV), over *inter alia*, the Assigned Assets owned by the Trust, certain accounts held in the name of the Trust, and such other assets of the Trust as may be agreed;
  - (e) for approving, negotiating and finalizing the terms for execution of any documents relating to the providing of the Security/Contractual Comfort including the Deed of Hypothecation (SPV) and the SPV Guarantee, and any other related documents thereto, and to accept any amendments thereto;
  - (f) to disclose the providing of the SPV Guarantee as a "contingent liability" in any financial statements of the Trust (if so prepared and if so required by applicable law); and
  - (g) to do all such other acts, matters, deeds and things necessary or desirable, including but not limited to making, filing and completing all statutory, regulatory and other formalities, in connection with or incidental to (i) the obtaining of the contributions in accordance with the Contribution Agreement(s), (ii) the purchase of the Assigned Assets, (iii) the providing of the Security/Contractual Comfort, or (iv) any other document to which the Trust is a party to, and the performance of its obligations thereunder.
2. The Trust undertakes to disclose the providing of the SPV Guarantee as a "contingent liability" in any financial statements of the Trust (if so prepared and if so required by applicable law).
3. Ms. Divya Sharma ("Authorised Person") be and is hereby authorised:



- (a) for approving, negotiating and finalizing the terms for execution of any documents relating to the Security/Contractual Comfort including the Deed of Hypothecation (SPV) and the SPV Guarantee, and any other related documents thereto, and to accept any amendments thereto;
- (b) to do all such other acts, matters, deeds and things necessary or desirable in connection with or incidental to giving effect to the authorisations contained herein including without limitation, and making the necessary filings with and appearing before, the relevant government authorities; and
- (c) to do all such other acts, deeds and things as the Authorised Person may deem necessary or desirable in connection with the providing of the Security/Contractual Comfort.

4. It is further confirmed that all documents and agreements executed by the Authorised Person shall be binding on the Trust and its assets.

Yours sincerely,

For and on behalf of CATALYST TRUSTEESHIP LIMITED  
(Trustee of the Wint Bricks CB-01 trust)

For CATALYST TRUSTEESHIP LIMITED

Name:

Danya Sharma

Designation:

Senior Manager

**ANNEXURE XII**

**FORM OF THE SPV GUARANTEE**

**(Indicative form of the SPV Guarantee enclosed)**

**DEED OF GUARANTEE  
(SPV TRUSTEE)**

This deed of guarantee ("**Guarantee**") is executed at New Delhi, India on May 25, 2021 ("**Effective Date**"):

**BY:**

1. **WINT BRICKS CB-01**, a private trust settled in India in accordance with the Indian Trusts Act, 1882 (the "**Trust**") and acting in these presents through its trustee **CATALYST TRUSTEESHIP LIMITED**, a company incorporated under the Companies Act, 1956 with the corporate identification number ("**CIN**") U74999PN1997PLC110262, having its registered office at GDA House, Plot No. 85, Bhusari Colony, Paud Road, Pune, Maharashtra - 411038 and acting through its office at 810, 8th Floor, Kailash Building, 26, Kasturba Gandhi Marg, New Delhi - 110001, India (hereinafter referred to as the "**Guarantor**", which expression shall include its successors and permitted assigns wherever the context or meaning shall so require or permit).

**IN FAVOUR OF:**

2. **CATALYST TRUSTEESHIP LIMITED**, a company incorporated under the Companies Act, 1956 with CIN U74999PN1997PLC110262, having its registered office at GDA House, Plot No. 85, Bhusari Colony, Paud Road, Pune, Maharashtra - 411038 and acting through its office at 810, 8th Floor, Kailash Building, 26, Kasturba Gandhi Marg, New Delhi - 110001, India (hereinafter referred to as the "**Debenture Trustee**", which expression shall include its successors and assigns wherever the context or meaning shall so require or permit).

(The Guarantor and the Debenture Trustee are hereinafter referred to collectively as the "**Parties**" and individually as a "**Party**".)

**BACKGROUND:**

- A. UGRO Capital Limited, a company incorporated under the Companies Act, 1956 and a non-banking financial company registered with the Reserve Bank of India, having its registered office at Equinox Business Park, Tower 3, 4th Floor, Off BKC, LBS Road, Kurla, Mumbai, Maharashtra - 400070, India and acting through its office at 101-102, 1st floor, 19, Arunachal Building, Barakhamba Road, New Delhi - 110001, India (hereinafter referred to as the "**Company**", which expression will, unless repugnant to the subject or context thereof, include its successors and permitted assigns) pursuant to the terms of the debenture trust deed dated May 25, 2021 ("**DTD**") executed between the Company and the Debenture Trustee proposes to issue 2,00,000 (two lakh) rated, secured, senior, transferable, listed, redeemable, principal protected market linked non-convertible debentures denominated in Indian Rupees ("**INR**") each having a face value of INR 1,000 (Indian Rupees One Thousand) aggregating to a face value of INR 20,00,00,000 (Indian Rupees Twenty Crore) ("**Debentures**") at par, in dematerialised form on a private placement basis to certain identified investors ("**Issue**").
- B. Under the debenture trustee agreement dated May 24, 2021 ("**Debenture Trustee Agreement**") executed between the Company and the Debenture Trustee, the Company has appointed Catalyst Trusteeship Limited to act as the debenture trustee.
- C. One of the conditions in the DTD for the issuance of the Debentures is that, *inter alia*, the Guarantor shall provide an unconditional and an irrevocable guarantee in favour of the Debenture Trustee (acting for the benefit of the Debenture Holders) for the purposes of guaranteeing the Guaranteed Obligations (as defined below).

- D. The Guarantor has agreed that it will provide an unconditional and irrevocable guarantee in favour of the Debenture Trustee on the terms contained herein.

## **OPERATIVE TERMS:**

In consideration of the Debenture Holders subscribing/agreeing to subscribe to the Debentures issued by the Company under the terms of the DTD and the other Transaction Documents, the Guarantor hereby unconditionally, absolutely, and irrevocably guarantees as follows:

### **1. DEFINITIONS AND INTERPRETATION**

#### **1.1 Definitions**

Capitalised terms used herein and not otherwise defined shall have the meaning given to them in the DTD. In this Guarantee, the following terms have the following meanings:

- (1) **"Applicable Accounting Standards"** has the meaning given to it in the DTD.
- (2) **"Applicable Law"** has the meaning given to it in the DTD.
- (3) **"Collection and Payment Account"** has the meaning given to it in the DTD.
- (4) **"Company"** has the meaning given to it in Recital A.
- (5) **"Control"** has the meaning given to it under the Companies Act, 2013.
- (6) **"Credit Event"** has the meaning given to it in the DTD.
- (7) **"Credit Event Date"** has the meaning given to it in the DTD.
- (8) **"DTD"** has the meaning given to it in Recital A.
- (9) **"Debentures"** has the meaning given to it in Recital A.
- (10) **"Financial Indebtedness"** has the meaning given to it in the DTD.
- (11) **"Guaranteed Obligations"** means the Secured Obligations.
- (12) **"Material Adverse Effect"** has the meaning given to it in the DTD.
- (13) **"Security"** means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.
- (14) **"Secured Obligations"** has the meaning given to it in the DTD.
- (15) **"SEBI Due Diligence Circular"** has the meaning given to it in the DTD.
- (16) **"SEBI Monitoring Circular"** has the meaning given to it in the DTD.
- (17) **"Trust Deed"** means the declaration of trust dated May 25, 2021 made by the Catalyst Trusteeship limited (in its capacity as the settlor) in respect of the "Wint Bricks CB-01" trust.



(18) **"Waterfall Mechanism"** has the meaning given to it in the Trust Deed.

## 1.2 Interpretation

Clause 1.2 (*Interpretation*) of the DTD is deemed to be incorporated in this Guarantee *mutatis mutandis* as if expressly set out herein.

## 1.3 Conflicts

Clause 1.3 (*Conflicts*) of the DTD is deemed to be incorporated in this Guarantee *mutatis mutandis* as if expressly set out herein.

## 2. GUARANTEE AND INDEMNITY

### 2.1 Guarantee

The Guarantor irrevocably and unconditionally:

- (a) guarantees to the Debenture Trustee (acting on behalf of and for the benefit of the Debenture Holders) punctual performance by the Company of all the Guaranteed Obligations; and
- (b) undertakes with the Debenture Trustee that, commencing from the Credit Event Date, the Guarantor will immediately, without requiring any further intimations, demands of notices, pay to the Debenture Trustee all amounts collected in the Collection and Payment Account in accordance with the Trust Deed and the other Cover Pool Documents to discharge the obligations of the Company under the DTD, by no later than 4:00 p.m. IST on each relevant Due Date, as if it was the principal obligor in respect of that amount.

### 2.2 Payment Obligations Post-Invocation

If a Credit Event occurs:

- (a) the Guarantee provided by the Guarantor herein shall stand invoked and enforced as on the Credit Event Date, as shall be confirmed pursuant to the confirmation issued by the Debenture Trustee in favour of, *inter alia*, the Guarantor pursuant to Clause 11.1(a) (*Confirmation*) of the DTD; and
- (b) the Guarantor will, commencing from the Credit Event Date, without the requirement of any notification or intimation, pay to the Debenture Trustee, without demur or protest, all amounts collected in the Collection and Payment Account in accordance with the Trust Deed and the other Cover Pool Documents to discharge the obligations of the Company under the DTD, on each Due Date (as set out in of the DTD) as follows:
  - (i) such amounts will be paid to the Debenture Trustee by crediting/depositing such amounts in the Designated Account by no later than 4:00 p.m. IST on such Due Date;
  - (ii) the Guarantor will utilise the amounts allocated for payment of the obligations under this Guarantee in accordance with the Waterfall Mechanism as set out in the Trust Deed (being all amounts collected in the

Collection and Payment Account prior to such Due Date); and

- (iii) other than as set out in sub-Clause (a) above, no further notice, intimation or action will be required to be provided by the Debenture Trustee or the Debenture Holders in relation to the Guarantee.

### **2.3 Independent Obligation**

- (a) The Guarantor will, as a separate and independent stipulation and without prejudice to the other provisions contained herein, as a primary obligor and a principal debtor and not merely as surety, on a full indemnity basis, indemnify the Debenture Trustee and the Debenture Holders against any loss they incur as a result of the whole or any part of the Guaranteed Obligations being or becoming void, voidable, unenforceable or ineffective as against the Company for any reason whatsoever irrespective of whether such reason or any related fact or circumstance was known or ought to have been known to the Debenture Trustee or the Debenture Holders or any of their officers, employees, agents or advisers. The amount of such loss will be equal to the amount, which the Debenture Trustee/Debenture Holders (as the case may be) would otherwise have been entitled to recover from the Guarantor on the basis of this Guarantee.
- (b) Without prejudice to Clause 2.3(a), the Guarantor shall also indemnify and keep indemnified the Debenture Trustee and the Debenture Holders against all losses, damages, costs, claims and expenses whatsoever which they may suffer, pay or incur by reason of or in connection with any default under the Transaction Documents, including any legal proceedings taken against the Company and/or the Guarantor for recovery of the amounts due under the Transaction Documents.

### **2.4 Liability; Demand**

- (a) The amounts set out under the DTD (including under Schedule III of the DTD) will be conclusive evidence that the Guarantor's liability hereunder has accrued and that the extent of the Guarantor's liability is the amount stated in the aforementioned schedule. The obligation of the Guarantor to make payments in accordance with this sub-Clause (a) will be final, conclusive and binding.
- (b) The Debenture Trustee (on the instructions of the Majority Debenture Holders) may (but is under no obligation to) issue a demand notice to the Guarantor for making payments on any Due Date. Any such demand:
  - (i) will be made by delivery of a demand certificate to the Guarantor by the Debenture Trustee, and will serve as conclusive evidence against the Guarantor of the amount, for the time being, due from the Company in any action or proceeding brought under this Guarantee against the Guarantor; and
  - (ii) will be final, conclusive and binding notwithstanding any difference or any dispute or arbitration or any other legal proceedings, pending before any court, tribunal, arbitrator or any other Governmental Authority between the Company and/or the Guarantor and the Debenture Trustee and/or the Debenture Holders.
- (c) Any admission or acknowledgement in writing given by the Company pursuant to or

in relation to any amounts due under the DTD and/or the other Debenture Documents will be binding on the Guarantor. The Guarantor accepts the correctness of any statement of account served on the Company which is certified by the Debenture Trustee and the same shall be binding and conclusive as against the Guarantor. The Guarantor further agrees that in making an acknowledgement or making a payment the Company shall be treated as the authorised agent of the Guarantor for the purpose of Indian Limitation Act, 1963.

## **2.5 No Requirement to Exhaust Remedies**

Without prejudice to Clause 2.4 (*Liability; Demand*), prior to making any demand hereunder, the Debenture Trustee will not be required to take any step, make any demand upon, exercise any remedies or obtain any judgment against the Company, give notice to any other person under the Transaction Documents, or make or file any claim or proof in the dissolution or winding-up of the Company or enforce or seek to enforce any security now or hereafter held by the Debenture Trustee (acting on behalf of and for the benefit of the Debenture Holders) in respect of the Guaranteed Obligations.

## **2.6 Indemnity**

- (a) The Guarantor will indemnify and keep the Debenture Trustee and the Debenture Holders indemnified, on demand, against all losses, damages, costs, claims and expenses whatsoever which the Debenture Trustee or the Debenture Holders may suffer or incur by reason of or in connection with any such default on the part of the Company or the Guarantor, including due to any legal proceedings taken against any of the Company and/or the Guarantor for recovery of the amounts referred to in Clause 2.2 (*Amount*) above.
- (b) Clause 15 (*Indemnity*) of the DTD is deemed to be incorporated in this Guarantee *mutatis mutandis* as if expressly set out herein.

## **2.7 Default Interest**

In the event that the Guarantor does not pay any amount in accordance with Clause 2.2 (*Payment Obligations Post-Invocation*), the Guarantor will pay an interest at the rate of the 15% (fifteen percent) on the amounts in respect of which a default has occurred from the date of the occurrence of such default until such default is cured. The Guarantor agrees that the additional interest is a genuine pre-estimate of the loss likely to be suffered by the Debenture Trustee and/or the Debenture Holders on account of any default by the Guarantor in discharging its obligations as agreed herein.

## **2.8 Power to Vary**

The Guarantor hereby agrees that, without the concurrence of the Guarantor and without impairing or discharging in any way the Guarantor's obligations hereunder or incurring liability to the Guarantor, the Debenture Trustee may at any time without the consent of or notice to the Guarantor:

- (a) exercise or refrain from exercising any rights against any other security provider/guarantor or any other party;
- (b) settle, release or compromise any of the Guaranteed Obligations, any Debenture therewith or any liability (including under this Guarantee) incurred directly or

indirectly in respect thereof or hereof;

- (c) vary, alter, waive, release or modify any and all the provisions of the Debenture Documents including, without limitation, any modification, variation, waiver, release or amendment of the DTD which increases the aggregate principal amount of, or the interest rate on, the Debentures or the amount of principal or interest scheduled to be paid in accordance with the DTD, as the case may be; and
- (d) defer, postpone or revise the repayment of the Debentures and/or payment of interest, default interest, additional interest and other amounts payable by the Company to the Debenture Trustee on such terms and conditions as may be considered necessary by the Debenture Trustee, including any increase in the interest rate.

## **2.9 Waivers**

The Guarantor will not be released by any act or omission on the part of the Debenture Trustee or the Debenture Holders or by any other matter or thing whatsoever which under the law relating to sureties would have the effect of releasing the Guarantor, and the Guarantor hereby waives in favour of the Debenture Trustee, so far as may be necessary to give effect to any of the provisions of this Guarantee, all the suretyship and other rights which the Guarantor might otherwise be entitled to enforce.

## **2.10 No Release**

The rights of the Debenture Trustee against the Guarantor will remain in full force and effect notwithstanding:

- (a) enforcement of this Guarantee in part, any arrangement which may be reached between the Debenture Trustee and the other security provider/guarantor;
- (b) the release of any other security provider/guarantor from any liability; and/or
- (c) that at any time hereafter any other security provider/guarantor may cease for any reason whatsoever to be liable to the Debenture Trustee.

## **2.11 Principal Debtor**

To give effect to this Guarantee, the Debenture Trustee may act as though the Guarantor was the principal debtor.

## **2.12 No Proof in Liquidation; No Exercise of Rights**

- (a) The Guarantor agrees that until the Final Settlement Date:
  - (i) in the event of the liquidation of the Company, it will not prove in liquidation proceedings in competition with the Debenture Trustee or the Debenture Holders;
  - (ii) it will not have a right of subrogation or indemnity against the Company, nor will it exercise any such rights available under law, to claim any sum relating to the Guaranteed Obligations from the Company, including those of subrogation and of proof in the Company's insolvency, and will hold the

benefit of any such rights on trust for the Debenture Trustee;

- (iii) it will not receive, claim or have the benefit of any payment, distribution or security from or on account of the Company, or exercise any right of set-off as against the Company, other than any set-off that is permitted pursuant to the Transaction Documents; and
  - (iv) all its rights will be subordinated to any rights, security or moneys held, received or receivable by the Debenture Trustee (or any trustee or agent on its behalf).
- (b) The Guarantor hereby agrees that the Guarantor's right to indemnity (if any), against the Company will arise only after all the Guaranteed Obligations have been fully and completely and unconditionally and irrevocably discharged to the satisfaction of the Debenture Trustee and the Debenture Holders.
- (c) The Guarantor must hold in trust for and immediately pay or transfer to the Debenture Trustee any payment or distribution or benefit of Security received by it in contravention of this Clause 2.12 (*No Proof in Liquidation; No Exercise of Rights*) or in accordance with any directions given by the Debenture Trustee under this Clause 2.12 (*No Proof in Liquidation; No Exercise of Rights*).

#### **2.13 Reinstatement**

If any discharge (whether in respect of the obligations of the Company or any Security for those obligations or otherwise) or arrangement is made in whole or in part on the faith of any payment, Security or other disposition which is avoided or must be restored on insolvency, liquidation, administration or otherwise without limitation, the liability of the Guarantor under this Guarantee will continue or be reinstated as if the discharge or arrangement had not occurred.

#### **2.14 No discharge**

The liability of the Guarantor under this Guarantee shall not be affected by:

- (a) any change in the constitution or winding up, insolvency (voluntary or otherwise) of the Company or any absorption, merger or amalgamation of the Company with any other company, corporation or concern;
- (b) any change in the Debenture Trustee and/or any change in constitution of the Debenture Trustee or any of the Debenture Holders;
- (c) any change in the Debenture Holders, including by way of any transfer of any of the Debentures;
- (d) any change in the management of the Company or takeover of the management of the Company;
- (e) acquisition or nationalisation of the Company and/or of any of its undertaking(s) pursuant to any law;

- (f) any change in the constitution or winding up, insolvency (voluntary or otherwise) of the Guarantor or any absorption, merger or amalgamation of the Guarantor with any other company, corporation or concern;
- (g) the absence or deficiency of powers on the part of the Guarantor to provide guarantees and/or indemnities or any irregularity in the exercise of such powers;
- (h) the absence or deficiency of borrowing powers on the part of the Company or any irregularity in the exercise of such powers; or
- (i) the absence of any consent or approval required by the Company or the Guarantor for the purposes of the issuance of the Debentures by the Company and/or the providing of this Guarantee by the Guarantor.

#### 2.16 Others

Without prejudice to any of the provisions of this Guarantee and the other Debenture Documents, the Guarantor acknowledges, understands, confirms and agrees as follows:

- (a) the Guarantor declares and agrees that it has not received and shall not, without the prior consent in writing of the Debenture Trustee receive any Security or commission from the Company for providing this Guarantee so long as any amounts remain due and payable by the Company in respect of the Debentures or under any of the Debenture Documents;
- (b) the Guarantor shall not be entitled to the rights conferred on sureties under, in Sections 133, 134, 135, 139, 141 or any other provision of the Indian Contract Act, 1872, or, Applicable law, and all such rights are waived by the Guarantor; and
- (c) the Guarantor agrees that the Debenture Trustee shall not be bound to enquire into the powers of the Company, and the Debenture Trustee has powers against the Guarantor notwithstanding any security given or being given to the Debenture Trustee may be void or defective.

### 3. IRREVOCABLE GUARANTEE

This Guarantee constitutes the unconditional and irrevocable obligations of the Guarantor. A notice by the Debenture Trustee in accordance with the Guarantee is sufficient notice to the Guarantor.

### 4. LIABILITY NOT AFFECTED

4.1 The obligations of the Guarantor under this Guarantee will not be affected by any act, omission or thing (whether or not known to the Guarantor or the Debenture Trustee) which, but for this provision, would reduce, release or prejudice any of its obligations under this Guarantee. These include:

- (a) any time or waiver granted to, or composition with, any person;
- (b) any release of any person under the terms of any composition or arrangement;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or Security over assets of,

any person;

- (d) any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any Security;
- (e) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any person;
- (f) any amendment, modification or restatement of a Debenture Document, any Cover Pool Document or any other document or security;
- (g) any unenforceability, illegality, invalidity or non-provability of any obligation of any person under any Debenture Document or any other document or Security;
- (h) any payments made or settled by the Company with the Debenture Trustee or the Debenture Holders; or
- (i) any insolvency, bankruptcy, liquidation, winding up or similar proceedings.

4.2 The Guarantor will be jointly and severally liable with each other guarantor (if any) under any Debenture Document for the due discharge of the Guaranteed Obligations. This Guarantee shall be enforceable against the Guarantor(s) jointly and severally with each other guarantor (if any) under any Debenture Document notwithstanding that any other security or guarantee comprised in any Debenture Documents executed or to be executed by the Company in favour of the Debenture Trustee shall, at the time when the proceedings are taken against the Guarantor under the Guarantee be outstanding or unrealised or lost.

4.3 This Guarantee shall not be wholly or partially satisfied or exhausted by any payments made to or settled with the Debenture Trustee or the Debenture Holders by the Company and shall be valid and binding on the Guarantor and operative until the Final Settlement Date.

## 5. CONTINUING GUARANTEE

This Guarantee is a continuing guarantee and will extend to the ultimate balance of all sums payable by the Company under the DTD and the other Debenture Documents, regardless of any intermediate payment or discharge in whole or in part. This Guarantee is in addition to and not by way of limitation of or substitution for, any other guarantee(s) that the Guarantor may have previously provided or may hereafter provide to the Debenture Trustee (for the benefit of the Debenture Holders) (whether alone or jointly with other parties) and this Guarantee will not revoke or limit any such other guarantee(s).

## 6. EXPIRY

This Guarantee will be in effect from the Effective Date until the Final Settlement Date.

## 7. REPRESENTATIONS AND WARRANTIES

7.1 The Guarantor makes the following representations and warranties on the Effective Date, which representations shall be true and valid until the Final Settlement Date:

### (a) Status

- (i) It is a company, duly incorporated, registered and validly existing under

Applicable Law.

- (ii) It has the power to own its assets and carry on its business as it is being conducted.

(b) **Authorisation**

The Guarantor has the competence, full power and authority to enter into this Guarantee and to exercise its rights and perform its obligations hereunder. All actions required to authorize the execution of this Guarantee and the Guarantor's performance of its obligations hereunder have been duly taken.

(c) **Binding Obligations**

This Guarantee has been duly executed and delivered by the duly authorised representative(s) of the Guarantor and constitutes legal, valid and binding obligations of the Guarantor enforceable against the Guarantor in accordance with the terms of this Guarantee.

(d) **Consents and other actions**

All acts, conditions and things, which are necessary or advisable to be done, fulfilled or performed in connection with (i) the execution, delivery or performance of the Guarantee, (ii) the legality, validity and enforceability hereof, and (iii) the admissibility in evidence in India, of this Guarantee have been duly done, fulfilled and/or performed and are in full force and effect.

(e) **No Contravention**

The execution, delivery and performance of this Guarantee and all instruments and agreements required hereunder do not and would not contravene, violate or constitute a default under (i) any provision of any constitutional documents of the Guarantor, (ii) any provision of any agreement or other instrument to which the Guarantor is a party or which is (or may be) binding on the Guarantor or any of its assets, (iii) any Applicable Law, or (iv) any judgment, injunction, order or decree binding upon the Guarantor or any of its assets.

(f) **No Default**

No Event of Default or potential Event of Default relating to the Guarantor or a default under any agreement, mortgage, indenture, note or other instrument to which the Guarantor is a party or which is (or may be) binding on the Guarantor or any of its assets has occurred.

(g) **Proper Legal Form**

This Guarantee is in proper legal form under the laws of India for enforcement in the relevant courts.

(h) **Registration Requirements**

It is not necessary to file, register or otherwise record the Guarantee in any court, public office or elsewhere in India or to pay any registration or similar tax on or in



relation to the Guarantee to ensure the validity, legality, effectiveness, enforceability or admissibility in evidence hereof, other than the payment of stamp duty on this Guarantee in accordance with Applicable Law.

(i) **Governing Law**

The choice of Indian law to govern this Guarantee is valid, legal and binding upon the Guarantor.

(j) **No Immunity**

The execution or entering into by the Guarantor of this Guarantee, and performance of its obligations hereunder, will constitute, private and commercial acts done and performed for private and commercial purposes, and the Guarantor is not, will not be entitled to, and will not claim immunity for itself or any of its assets from suit, execution, attachment or other legal process in any proceedings in relation to this Guarantee.

(k) **Information**

All information and documents provided by or on behalf of the Guarantor to the Debenture Trustee are genuine, true and correct as on the date such information or documents were provided, and no act or event or series of acts or events have occurred to render such information or documents so provided materially untrue or misleading in any way.

(l) **No Litigation**

No litigation, arbitration, administrative or other proceedings are pending or threatened against the Guarantor or its assets, which, if adversely determined, might be expected to have a Material Adverse Effect in relation to the Guarantor.

(m) **No Material Adverse Effect**

No Material Adverse Effect in relation to the Guarantor has occurred.

(n) **Solvency**

- (i) The Guarantor is able to, and has not admitted its inability to, pay its debts as they mature and has not suspended making payment on any of its debts and it has not been deemed by a court to be unable to pay its debts for the purposes of Applicable Law.
- (ii) The Guarantor, by reason of actual or anticipated financial difficulties, has not commenced, and does not intend to commence, negotiations with one or more of its creditors with a view to rescheduling its Financial Indebtedness.
- (iii) The value of the assets of the Guarantor is more than its liabilities (taking into account contingent and prospective liabilities) and it has sufficient capital to carry on its business.
- (iv) The Guarantor has not taken any corporate action nor has it taken any legal proceedings or other procedure or steps in relation to any bankruptcy

proceedings.

- (v) No insolvency or bankruptcy process has commenced under Applicable Law in respect of the Guarantor (including, to the extent applicable, pursuant to the (Indian) Insolvency and Bankruptcy Code, 2016)).

## 8. COVENANTS

8.1 The Guarantor covenants and agrees, from the Effective Date and until the Final Settlement Date, as follows:

(a) **Compliance**

The Guarantor will obtain, comply with the terms of and do all that is necessary to maintain in full force and effect all approvals, authorisations, consents and licenses required by Applicable Law to enable it to lawfully enter into and perform its obligations under this Guarantee or to ensure the legality, validity, priority, enforceability or admissibility in evidence of this Guarantee in India.

(b) **Corporate Existence**

The Guarantor will maintain its corporate existence and its right to carry on the business contemplated in its constitutional documents.

(c) **Information**

The Guarantor will, if so required by the Debenture Trustee, furnish or cause to be furnished to the Debenture Trustee:

- (i) such reports and information as the Debenture Trustee may request from time to time with respect to the implementation and administration of this Guarantee;
- (ii) within 30 (thirty) days of request from the Debenture Trustee, details of all such financial information about the Guarantor and clarifications as the Debenture Trustee may require; and
- (iii) (to the extent applicable) all necessary information/documents to enable the Debenture Trustee to comply with the SEBI Monitoring Circular.

(d) **Maintenance of books and records**

The Guarantor will at all times keep and maintain its accounts and such financial books and records as are required by Applicable Law or otherwise for the proper conduct of the financial affairs of the Guarantor in accordance with the Applicable Accounting Standards.

(e) **Prior Approval**

Without the prior written consent of the Debenture Trustee:

- (i) the Guarantor will not take any actions for voluntary dissolution, winding-up, insolvency or liquidation or any restructuring or reorganization which has a

similar effect of voluntary dissolution, winding-up, insolvency or liquidation;

- (ii) the Guarantor will neither amend nor permit any amendment of its constitutional documents, where any such change(s) may have a Material Adverse Effect on the Guarantor;
- (iii) the Guarantor will not do or omit to do anything that will have a Material Adverse Effect on the Guarantor or its obligations under this Guarantee;
- (iv) the Guarantor will not dispose of any of its assets, properties or undertakings, or compromise with any of its creditors, except in its ordinary course of business and pursuant to reasonable requirements of the Guarantor's business based on fair and reasonable terms which are in line with prevailing market practice;
- (v) the Guarantor will not enter into or perform any transaction or contract of any nature other than in its ordinary course of business; and
- (vi) the Guarantor will not not assume, guarantee, endorse or in any manner become directly or contingently liable for or in connection with the obligation of any person other than itself.

(f) **Change of business**

The Guarantor undertakes that no substantial change will be made to the general nature of its business from that carried on as on the Effective Date.

(g) **Assets**

Until the Final Settlement Date, ensure and procure that its assets are sufficient to discharge the Guaranteed Obligations at all times.

(h) **SEBI Due Diligence Circular**

The Guarantor shall (to the extent applicable) disclose the details of the Guarantee provided hereunder as a "contingent liability" in the "notes to accounts" of its financial statements. Without prejudice to the above, the Guarantor shall take all such acts and steps as may be required to ensure compliance with the SEBI Due Diligence Circular and take any actions that may be required by the Debenture Trustee to comply with any obligations under the SEBI Due Diligence Circular.

(i) **Other Acts and Deeds**

At the request of the Debenture Trustee, the Guarantor will immediately do all acts and deeds as may be required by the Debenture Trustee or the Debenture Holders in relation to this Guarantee.

9. **PAYMENTS**

Any amounts paid by the Guarantor pursuant to this Guarantee will be applied in accordance with Clause 2.6 (*Application of Payments*) of the DTD.

10. **TAX; FEES AND COSTS**

10.1 Clause 7.1(d) (*Payments*) of the DTD is deemed to be incorporated in this Guarantee *mutatis mutandis* as if expressly set out herein, and all references to the "Company" will be deemed to be a reference to the "Guarantor" instead.

10.2 Clause 14 (*Fees and Costs*) of the DTD is deemed to be incorporated in this Guarantee *mutatis mutandis* as if expressly set out herein, and all references to the "Company" will be deemed to be a reference to the "Guarantor" instead.

## 11. NOTICES

### 11.1 Communications in writing

Any communication to be made under or in connection with this Guarantee shall be made in writing and, unless otherwise stated, may be made by fax, e-mail or letter.

### 11.2 Addresses

The address, e-mail and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with this Guarantee is that identified with its name below, or any substitute address, e-mail, fax number or department or officer as the Party may notify to the other Parties by not less than 2 (two) Business Days' notice.

#### ***If to the Guarantor:***

Address	Windsor, 6th Floor, Office No. 604, C.S.T. Road, Kalina Santacruz (East), Mumbai, Maharashtra - 400098, India
Telephone	022-49220503
Fax	022-49220505
E-mail ID	<a href="mailto:umesh.salvi@ctltrustee.com">umesh.salvi@ctltrustee.com</a>
Attn.	Mr. Umesh Salvi

#### ***If to the Debenture Trustee:***

Address	Windsor, 6th Floor, Office No. 604, C.S.T. Road, Kalina Santacruz (East), Mumbai, Maharashtra - 400098, India
Telephone	022-49220503
Fax	022-49220505
E-mail ID	<a href="mailto:umesh.salvi@ctltrustee.com">umesh.salvi@ctltrustee.com</a>
Attn.	Mr. Umesh Salvi

### 11.3 Delivery

Any communication or document made or delivered by one person to another under or in connection with this Guarantee will be effective:

- (a) if by way of fax, when received in legible form on a Business Day during business hours;
- (b) if received by e-mail, when received on a Business Day during business hours; and
- (c) if by way of letter, when it has been left at the relevant address or 2 (two) Business Days after being deposited in the speed post or registered post, in an envelope

addressed to it at that address,

and, if a particular department or officer is specified as part of its address details provided under Clause 11.2 (*Address*), if addressed to that department or officer.

#### **11.4 Notification of Address, Fax Number and E-mail Address**

Promptly upon receipt of notification of an address, fax number and e-mail address or change of address, fax number or e-mail address pursuant to Clause 11.2 (*Address*) or changing its own address, fax number or e-mail address, either Party shall notify the other Parties.

#### **11.5 Electronic communication**

- (a) Any communication to be made between the Parties under or in connection with this Guarantee may be made by e-mail or other electronic means, if the Parties:
  - (i) agree that, unless and until notified to the contrary, this is to be an accepted form of communication;
  - (ii) notify each other in writing of their e-mail address and/or any other information required to enable the sending and receipt of information by that means; and
  - (iii) notify each other of any change to their address or any other such information supplied by them.
- (b) Any electronic communication made between the Guarantor and the Debenture Trustee will be effective only when actually received in readable form and in the case of any electronic communication made by the Guarantor to the Debenture Trustee only if it is addressed in such a manner as the Debenture Trustee shall specify for this purpose.

#### **11.6 Reliance**

- (a) Any notice sent under this Clause 11 (*Notices*) can be relied on by the recipient if the recipient reasonably believes the notice to be genuine and if it bears what appears to be the signature (original or facsimile) of an authorised signatory of the sender (in each case without the need for further enquiry or confirmation).
- (b) Each Party must take reasonable care to ensure that no forged, false or unauthorised notices are sent to another Party.

#### **11.7 English language**

- (c) Any notice given under or in connection with this Guarantee must be in English.
- (d) All other documents provided under or in connection with this Guarantee must be:
  - (i) in English; or
  - (ii) if not in English, and if so required by the Debenture Trustee, accompanied by a certified English translation.

12. **SET-OFF**

The Guarantor agrees and confirms that the Debenture Trustee shall be entitled to adjust appropriate or set-off all amounts held by it to the credit of or for the benefit of the Guarantor on any account or otherwise howsoever towards the discharge and satisfaction of the liability of the Guarantor under this Guarantee.

13. **GOVERNING LAW**

This Guarantee is governed by and will be construed in accordance with the laws of India.

14. **JURISDICTION**

- (a) The Parties agree that the courts and tribunals at New Delhi, India shall have exclusive jurisdiction to settle all disputes which may arise out of or in connection with this Agreement ("**Dispute**"). Accordingly, any suit, action or proceedings relating to any Dispute (the "**Proceedings**") arising out of or in connection with this Agreement may be brought in the courts and tribunals of New Delhi, India and the Guarantor irrevocably submits to and accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of those courts and tribunals.
- (b) The Parties irrevocably waive any objection now or in future, to the laying of the venue of any Proceedings in the courts and tribunals at New Delhi, India and any claim that any such Proceedings have been brought in an inconvenient forum and further irrevocably agree that a judgment in any Proceedings brought in the courts and tribunals at New Delhi, India shall be conclusive and binding upon it and may be enforced in the courts of any other jurisdiction, (subject to the laws of such jurisdiction) by a suit upon such judgment, a certified copy of which shall be conclusive evidence of such judgment, or in any other manner provided by Applicable Law.
- (c) Nothing contained in sub-Clause (b) above shall limit any right of the Debenture Trustee or the Debenture Trustee to take the Proceedings in any other court or tribunal of competent jurisdiction, nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction whether concurrently or not and the Guarantor irrevocably submits to and accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of such court or tribunal, and the Guarantor irrevocably waives any objection it may have now or in the future to the laying of the venue of any Proceedings and any claim that any such Proceedings have been brought in an inconvenient forum.
- (d) To the extent that the Guarantor may in any jurisdiction claim for itself or its assets immunity from suit, execution, attachment (whether in aid of execution, before judgment or otherwise) or other legal process and to the extent that in any such jurisdiction there may be attributed to itself or its assets such immunity (whether or not claimed), the Guarantor hereby irrevocably agrees not to claim and hereby irrevocably waives such immunity.

15. **MISCELLANEOUS**

15.1 **Other Transaction Documents**

The Guarantor confirms and acknowledges that it has been provided with copies of the Transaction Documents and it has read and understood the terms thereof.

## **15.2 Severability**

Any provision of this Guarantee which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of prohibition or unenforceability but that will not invalidate the remaining provisions of this Guarantee or affect such provision in any other jurisdiction.

## **15.3 Reservation of Rights**

- (a) No forbearance, indulgence or relaxation or inaction by the Debenture Trustee at any time to require performance of any of the provisions of this Guarantee will in any way affect, diminish or prejudice the right of the Debenture Trustee to require performance of that provision at a later point of time.
- (b) Any waiver or acquiescence by the Debenture Trustee of any breach of any of the provisions of this Guarantee will not be construed as a waiver or acquiescence of any right under or arising out of this Guarantee, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in this Guarantee.

## **15.4 No Assignment**

The Guarantor cannot assign or transfer all or any of its rights, benefits or obligations under this Guarantee without the prior approval of the Debenture Trustee.

## **15.5 Entirety**

This Guarantee is the entire agreement recording the understanding between the Debenture Trustee and the Guarantor in respect to matters concerning this Guarantee.

## **15.6 Relationship**

Nothing contained in this Guarantee constitutes a partnership between the Guarantor and the Debenture Trustee.

## **15.7 Amendments**

This Guarantee can be modified or amended with the written consent of the Debenture Trustee (acting on the instructions of the Majority Debenture Holders) by way of an instrument in writing executed by the Guarantor and the Debenture Trustee (acting on the instructions of the Majority Debenture Holders).

## **15.8 Cumulative Rights**

All remedies of the Debenture Trustee and the Debenture Holders under this Guarantee whether provided herein or conferred by statute, contract, civil law, common law, custom, trade, or usage, are cumulative and not alternative and may be enforced successively or concurrently.

## **15.9 Debenture Document**

This Guarantee is a Debenture Document.

## **15.10 Counterparts**

- (a) Each Debenture Document may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of the Debenture Document.
- (b) In the case of any Debenture Document, if the parties thereof elect to execute such Debenture Document in counterparts:
  - (i) the executed signature pages of each party to the Debenture Document may be collated into a single copy of the Debenture Document;
  - (ii) each party to such Debenture Document will transmit the signed signature page(s) to the Debenture Trustee, and the Debenture Trustee is hereby authorised by each such party to collate and attach them into a single copy of such Debenture Document; and
  - (iii) any Debenture Document executed in accordance with this sub-Clause (b) will have the same effect as if such Debenture Document had been executed by all relevant parties in a single copy of such Debenture Document.

***[Intentionally left blank]***



## SIGNATURE PAGE

IN WITNESS WHEREOF the Guarantor and the Debenture Trustee have caused this deed of guarantee to be executed by their respective authorised officials on the date, month and year first hereinabove written as follows.

SIGNED AND DELIVERED on behalf of )  
**CATALYST TRUSTEESHIP LIMITED** )  
in its capacity as the **Trustee** of )  
the **Wint Bricks CB-01 trust**, the within )  
named **Guarantor** by the hand of its duly )  
authorized official )  
)  
)

**SIGNED AND DELIVERED BY**  
**CATALYST TRUSTEESHIP LIMITED**  
the within named **Debenture Trustee**  
by its duly authorised officer

)  
)  
)  
)  
)  
)  
)  
)

**UGRO CAPITAL LIMITED**

Registered Office: 4th Floor, Tower 3 -West Wing, Equinox Business Park, LBS Road, Kurla (West), Mumbai City MH 400070

CIN:L67120MH1993PLC070739

**Statement of Unaudited Financial Results For The Quarter and Nine Months Ended 31 December, 2020**

Rs. In Lacs

Sr No	Particulars	Quarter ended			Nine Months Ended		Year Ended
		31 Dec, 2020	30 Sep, 2020	31 Dec, 2019	31 Dec, 2020	31 Dec, 2019	31 Mar, 2020
		Reviewed	Reviewed	Reviewed	Reviewed	Reviewed	Audited
1	Revenue from operations						
	(a) Interest Income	3,885.69	3,408.02	2,480.96	10,355.81	4,999.69	7,889.19
	(b) Dividend Income	-	-	-	-	17.40	17.40
	(c) Net Gain / (Loss) on derecognition of financial instruments	(9.11)	36.93	-	27.82	-	-
	(d) Profit on Sale of Investment	-	4.34	592.38	152.54	1,279.01	1,569.71
	(e) Fair Value Adjustment for Investment	-	(0.51)	(240.13)	(132.39)	171.51	123.95
	(f) Other Operating Income	29.62	32.80	16.03	62.65	42.09	69.12
2	Other Income	1.90	-	40.00	1.90	290.00	845.00
3	<b>Total Revenue (1 + 2)</b>	<b>3,908.10</b>	<b>3,481.58</b>	<b>2,889.24</b>	<b>10,468.33</b>	<b>6,799.70</b>	<b>10,514.37</b>
	Expenses						
	(a) Employee benefits expense	1,056.31	1,074.95	1,007.70	3,241.49	3,523.92	4,714.80
	(b) Finance cost	1,178.16	964.27	522.78	2,825.95	724.83	1,367.30
4	(c) Depreciation and amortization expenses	301.17	288.29	225.34	860.29	526.99	739.35
	(d) Impairment on financial instruments	586.25	392.66	103.57	1,094.24	420.85	1,023.41
	(e) Other expenses	498.77	487.43	450.46	1,471.74	1,857.04	2,337.72
	<b>Total expense</b>	<b>3,620.66</b>	<b>3,207.60</b>	<b>2,309.85</b>	<b>9,493.71</b>	<b>7,053.63</b>	<b>10,182.58</b>
5	<b>Profit/(Loss) before tax (3-4)</b>	<b>287.44</b>	<b>273.98</b>	<b>579.39</b>	<b>974.62</b>	<b>(253.93)</b>	<b>331.79</b>
	Tax expense						
6	(a) Current Tax	154.28	96.17	36.53	366.35	36.53	296.31
	(b) Deferred Tax	(493.89)	(1,539.90)	(146.59)	(2,109.30)	(207.20)	(1,916.38)
7	<b>Profit/(Loss) for the period (5-6)</b>	<b>627.05</b>	<b>1,717.71</b>	<b>689.45</b>	<b>2,717.57</b>	<b>(83.26)</b>	<b>1,951.86</b>
8	<b>Other Comprehensive income (net of tax)</b>	<b>(7.09)</b>	<b>6.09</b>	<b>(6.40)</b>	<b>4.92</b>	<b>(3.44)</b>	<b>0.02</b>
9	<b>Total comprehensive income (7+8)</b>	<b>619.96</b>	<b>1,723.80</b>	<b>683.05</b>	<b>2,722.49</b>	<b>(86.70)</b>	<b>1,951.88</b>
10	Paid Up Equity Share Capital (Face Value Rs. 10)	7,052.86	7,052.86	7,052.86	7,052.86	7,052.86	7,052.86
11	<b>Earning per Share (Face Value of Rs 10 each)</b>						
	Basic (in rupees)	0.89	2.41	1.06	3.85	(0.13)	2.95
	Diluted (in rupees)	0.89	2.41	1.02	3.85	(0.12)	2.87
		Not annualised	Not annualised	Not annualised	Not annualised	Not annualised	Annualised





**Notes to Statement of Unaudited Financial Results for The Quarter and Nine Months Ended December 31, 2020:**

1. UGRO Capital Limited ('the Company') is a Non-Banking Financial Company ('NBFC') registered with the Reserve Bank of India.
2. The Unaudited Financial Results for the quarter and nine months ended December 31, 2020 have been reviewed by the Audit Committee and subsequently approved by the Board of Directors of the Company at their respective meetings held on February 09, 2021. The above results have been subjected to limited review by the statutory auditors of the Company.
3. These financial results have been prepared in accordance with the recognition and measurement principles as laid down in the Indian Accounting Standard ("IND AS")- 34- Interim Financial Reporting as prescribed under section 133 of the Companies Act 2013 (the "Act") read with relevant rules issued thereunder and in compliance with the requirements of Regulation 33 and Regulation 52 of the Securities and Exchange Board of India ("SEBI") (Listing Obligations and Disclosure Requirements) Regulations, 2015 as modified by Circular No. CIR/IMD/DF1/69/2016 dated August 10, 2016 in continuation to Circular No. CIR/CFD/FAC/62/2016 dated July 05, 2016 and in compliance of the Companies (Indian Accounting Standards) Rules, 2015, in Division III of Notification No. GSR (E) dated October 11, 2018, issued by the Ministry of Corporate Affairs, Government of India.
4. The Company is mainly engaged in the business of lending and investing and primarily deals in financing Small and mid-size enterprise and Micro, Small and Medium Enterprise Sectors. Accordingly, there is no separate reportable segment, as per the Ind AS 108 "Operating Segments".
5. In assessing the recoverability of loans, receivables, intangible assets, and deferred tax asset, the Company has considered internal and external sources of information, including credit reports, economic forecasts and industry reports upto the date of approval of these financial results. The Company has performed analysis on the assumptions used and based on current indicators of future economic conditions, the carrying amount of these assets represent the Company's best estimate of the recoverable amounts. The Company has estimated and recognised an additional expected credit loss on certain financial assets, on account of the anticipated effect of the global health pandemic. As a result of the uncertainties resulting from COVID-19, the impact of this pandemic may be different from those estimated as on the date of approval of these financial results and the Company will continue to monitor any changes to the future economic conditions. The Company has been duly servicing its debt obligations, maintains healthy Capital Adequacy ratio and has adequate capital and financial resources to run its business.
6. In terms of the requirement as per RBI notification no. RBI/2019-20/170 DOR (NBFC).CC.PD.No.109/22.10.106/2019-20 dated March 13, 2020 on Implementation of Indian Accounting Standards, Non-Banking Financial Companies (NBFCs) are required to create an impairment reserve for any shortfall in impairment allowances under Ind AS 109 and Income Recognition, Asset Classification and Provisioning (IRACP) norms (including provision on standard assets). The impairment allowances under Ind AS 109 made by the company exceeds the total provision required under IRACP (including standard asset provisioning), as at December 31, 2020 and accordingly, no amount is required to be transferred to impairment reserve.



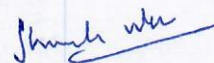


7. Disclosure pursuant to Reserve Bank of India Circular DOR.No.BP.BC/4/21.04.048/2020-21 dated August 06 2020 (As amended from time to time) pertaining to Micro, Small and Medium Enterprises (MSME) sector – Restructuring of Advances :

No. of accounts restructured	Amount (In Lacs)
80	4373.00

8. The Government of India, Ministry of Finance, vide its notification dated October 23, 2020, had announced COVID-19 Relief Scheme for grant of ex-gratia payment of difference between compound interest and simple interest for six months to borrowers in specified loan accounts (Scheme), as per the eligibility criteria and other aspects specified therein and irrespective of whether the moratorium was availed or not. During the quarter, the Company has implemented the Scheme and credited the accounts of or remitted amounts to the eligible borrowers as per the Scheme.
9. The Honourable Supreme Court of India, in a public interest litigation vide an interim order dated September 03, 2020, has directed that accounts which were not declared Non-Performing Assets (NPA) till August 31, 2020 shall not be declared as NPA till further orders. Basis the said interim order, the Company has not classified any standard account as Non-Performing Asset (NPA) which were not declared as NPA till August 31, 2020. However, such accounts have been classified as stage 3 and provisioned accordingly.
10. The Indian Parliament has approved the Code on Social Security, 2020 which may impact the contributions by the Company towards Provident Fund and Gratuity. The effective date from which the changes are applicable is yet to be notified and the rules for quantifying the financial impact are yet to be determined. The Company will complete their evaluation and will give appropriate impact in the financial statements in the year in which, the Code becomes effective and the related rules to determine the financial impact are notified.
11. During the quarter ended December 31, 2020, the Company has granted 1,15,385 options under the prevalent employee stock option scheme of the Company. The Company has booked an expense amounting to Rs 170.96 Lacs based on a fair value model on all ESOP's outstanding as at December 31, 2020.
12. All secured non convertible debentures ("NCDs") issued by the Company are secured by way of an exclusive and continuing charge on identified receivables to the extent of at least 100% of outstanding secured NCDs and pursuant to the terms of respective disclosure documents.
13. Previous period/year figures have been regrouped / rearranged wherever necessary, to confirm with the current period presentation.

**For and on behalf of Board of Directors of  
UGRO CAPITAL LIMITED**



**Shachindra Nath**  
Executive Chairman & MD  
DIN: 00510618  
Gurugram



**Independent Auditor's Review Report on Unaudited Financial Results of the UGRO Capital Limited for the quarter and nine months ended December 31, 2020 pursuant to the Regulation 33 and Regulation 52 read with Regulation 63(2) of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015**

**The Board of Directors  
UGRO CAPITAL LIMITED**

1. We have reviewed the accompanying statement of unaudited financial results of **UGRO CAPITAL LIMITED** ('the Company') for the quarter and nine months ended December 31, 2020 ('the Statement') attached herewith, being submitted by the Company pursuant to the requirements of Regulation 33 and Regulation 52 read with Regulation 63(2) of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 as amended ('the Regulation').
2. This Statement, which is the responsibility of the Company's Management and approved by the Board of Directors, has been prepared in accordance with the recognition and measurement principles laid down in Ind AS 34 'Interim Financial Reporting', prescribed under Section 133 of the Companies Act, 2013 read with relevant rules issued thereunder and other recognized accounting principles generally accepted in India. Our responsibility is to express a conclusion on the Statement based on our review.
3. We conducted our review of the Statement in accordance with the Standard on Review Engagement (SRE) 2410, "Review of Interim Financial Information Performed by the Independent Auditor of the Entity" issued by the Institute of Chartered Accountants of India. This standard requires that we plan and perform the review to obtain moderate assurance as to whether financial results are free of material misstatements. A review consists of making inquiries, primarily of persons responsible for financial and accounting matters, and applying analytical and other review procedures. A review is substantially less in scope than an audit conducted in accordance with Standards on Auditing and consequently does not enable us to obtain assurance that we would become aware of all significant matters that might be identified in an audit. Accordingly, we do not express an audit opinion.
4. Based on our review conducted as above, nothing has come to our attention that causes us to believe that the accompanying Statement prepared in accordance with the recognition and measurement principles laid down in Ind AS 34, prescribed under Section 133 of the Companies Act, 2013 read with relevant rules issued thereunder and other recognized accounting principles generally accepted in India has not disclosed the information required to be disclosed in terms of the Regulation including the manner in which it is to be disclosed, or that it contains any material misstatement.
5. As described in Note 05 to the Statement, the extent to which the COVID-19 pandemic will impact the Company's financial performance is dependent on future developments, which are highly uncertain.

Our conclusion is not modified in respect of this matter.



6. The Statement of the Company for the year ended March 31, 2020, was audited by another auditor whose report dated May 20, 2020, expressed an unmodified opinion on that Statement.

The Statement of the Company for the quarter and nine months December 31, 2019, was reviewed by another auditor whose report dated January 31, 2020, expressed an unmodified conclusion on that Statement.

Our conclusion is not modified in respect of these matters.

**For MSKA & Associates**

Chartered Accountants

ICAI Firm Registration No.105047W

**Swapnil**

**Subhash**

**Kale**

Digitally signed by  
Swapnil Subhash Kale  
Date: 2021.02.09  
18:49:58 +05'30'

**Swapnil Kale**

Partner

Membership No.: 117812

UDIN: 21117812AAAACB5651

Mumbai

February 09, 2021