

PLACEMENT MEMORANDUM

(THIS PLACEMENT MEMORANDUM IS NEITHER A PROSPECTUS NOR A STATEMENT IN LIEU OF PROSPECTUS AND DOES NOT CONSTITUTE AN OFFER TO THE PUBLIC GENERALLY TO SUBSCRIBE FOR OR OTHERWISE ACQUIRE THE DEBENTURES TO BE ISSUED BY THE ISSUE. THIS PLACEMENT MEMORANDUM HAS BEEN PREPARED IN CONFORMITY WITH THE SECURITIES EXCHANGE BOARD OF INDIA (ISSUE AND LISTING OF NON-CONVERTIBLE SECURITIES) REGULATIONS, 2021 ISSUED VIDE CIRCULAR NUMBER SEBI/LAD-NRO/GN/2021/39 DATED AUGUST 09, 2021, AS AMENDED FROM TIME TO TIME, THE OPERATIONAL CIRCULAR ISSUED BY SECURITIES EXCHANGE BOARD OF INDIA VIDE CIRCULAR NUMBER SEBI/HO/DDHS/P/CIR/2021/613 DATED AUGUST 10, 2021, AS AMENDED FROM TIME TO TIME, THE SECURITIES AND EXCHANGE BOARD OF INDIA (LISTING OBLIGATIONS AND DISCLOSURE REQUIREMENTS) REGULATIONS, 2015 ISSUED VIDE CIRCULAR NO. SEBI/LAD-NRO/GN/2015-16/013 DATED SEPTEMBER 02, 2015, AS AMENDED FROM TIME TO TIME, SECTION 42 OF THE COMPANIES ACT, 2013 AND THE COMPANIES (PROSPECTUS AND ALLOTMENT OF SECURITIES) RULES, 2014)

**Shriram Transport Finance Company Limited**

A Public Limited Company Incorporated under the Companies Act, 1956 (Registered as a Non-Banking Financial Company within the meaning of the Reserve Bank of India Act, 1934 (2 of 1934)) and validly existing under the Companies Act, 2013

Registration Number: A-07-00459 issued by Reserve Bank of India **Date of Incorporation:** June 30, 1979 **Corporate Identification Number:** L65191TN1979PLC007874 **Permanent Account Number:** AAACS7018R **Place of Incorporation:** Chennai

Registered Office: Sri Towers, Plot No. 14A, South Phase, Industrial Estate, Guindy, Chennai – 600032 **Tel No:** +91 44 4852 4666 **Fax:** +91 44 4852 5666

Corporate Office: Wockhardt Towers, Level - 3, West Wing, C-2, G Block, Bandra-Kurla Complex, Bandra (East), Mumbai - 400 051 **Tel No:** +91 22 4095 9595 **Fax:** +91 22 4095 9596/97 **Website:** www.stfc.in

Contact Person: Mr. Parag Sharma – Chief Financial Officer; E-mail: parag@stfc.in

4095 9595 **Fax:** +91 22 4095 9596/97 **Website:** www.stfc.in

CFO: Mr. Parag Sharma – Joint Managing Director & CFO; Tel: 91 22 40959595 **E-mail:** parag@stfc.in

Compliance Officer/Company Secretary: Mr. Vivek M Achwal, Tel. No.: +91-22-4095 9595, **Email:** vivekmadhukar.a@stfc.in

Placement Memorandum: Date: 1 February 2022

Type of Issuance: Private Placement

ISSUE:

Placement Memorandum for Private Placement of up to 5,250 (Five Thousand Two Hundred and Fifty) senior, listed, secured, rated, redeemable non-convertible debentures of the face value of INR 10,00,000/- (Indian Rupees Ten Lakhs Only) each, for cash, at par, and aggregating upto INR 5,25,00,00,000/- (Indian Rupees Five Hundred and Twenty Five Crores only) with a green shoe option to retain over-subscription of up to 1,750 (one thousand seven hundred and fifty) senior, secured, rated, listed, redeemable, non-convertible Debentures, of face value of INR 10,00,000/- (Indian Rupees Ten Lakhs only) per debenture for cash at par amounting to INR 175,00,00,000/- (Indian Rupees One Hundred and Seventy-Five Crores only) the aggregate of which amounts up to INR 700,00,00,000/- (Indian Rupees Seven Hundred Crores only) (“**Debentures**”) (the “**Issue**”).

CREDIT RATING:

India Ratings has vide its letter dated January 19, 2022 assigned a rating of ‘IND AA+’. Instruments with this rating are considered to have high degree of safety regarding timely servicing of financial obligations. Such instruments carry very low credit risk. The above rating is not a recommendation to buy, sell or hold securities and investors should take their own decision. The rating may be subject to revision or withdrawal at any time by the assigning rating agency and each rating should be evaluated independently of any other rating. The rating obtained is subject to revision at any point of time in the future. The rating agencies have a right to suspend, withdraw the rating at any time on the basis of new information etc. Please refer to Annexure IV of this Placement Memorandum for the rating letters issued by each of the abovementioned rating agencies.



LISTING:



The Debentures are proposed to be listed on the wholesale debt segment of BSE Ltd. (“**BSE**”). Please refer to **Annexure III** of this Placement Memorandum for a copy of the in-principle approval letter dated February 1, 2022 issued by BSE.

Further, the Issuer has maintained the Recovery Expense Fund with the BSE (Please refer to the ‘**Summary Term Sheet**’ for more details).

Details of Debenture Trustee	Details of Registrar to Issue	Details of Credit Rating Agency
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Catalyst Trusteeship Limited	Integrated Registry Management Services Private Limited	India Ratings
Registered Address: GDA House, First Floor, Plot No. 85 S. No. 94 & 95, Bhusari Colony (Right), Kothrud, Pune- 411038 Corporate Address: Windsor, 6th Floor, Office No. 604, C.S.T. Road, Kalina, Santacruz (East), Mumbai – 400098	Registered Address: 2 nd Floor, Kences Towers, 1 Ramakrishna Street North Usman Road T Nagar, Chennai- 600017 Corporate Address: 2 nd Floor, "Kences Towers", No. 1 Ramakrishna Street, North Usman Road, T Nagar, Chennai - 600 017	Wockhardt Tower, Level 4, West Wing, Plot C-2, G Block, Bandra Kurla Complex, Bandra (East), Mumbai MH 400051
Tel No.: 022-49220555 Fax No.: 022-66311776	Tel No.: 044-28140801 Fax No.: 044-28142479	Tel: +912240001744
Contact Person: Mr. Umesh Salvi	Contact Person: Ms. Anusha N	Contact Person: Mr. Karan Gupta
Email: umesh.salvi@cltrustee.com Website: www.catalysttrustee.com	Email: anusha@integratedindia.in Website: www.integratedindia.in	Email: karan.gupta@indiaratings.co.in Website: www.indiaratings.co.in

Details of Statutory Auditors	
	
M/s. Sundaram & Srinivasan New No. 4, Old No. 23, C P Ramaswamy Road, Alwarpet, Chennai - 600018	M/s. Khimji Kunverji & Co LLP Sunshine Tower, Level 19, Senapati Bapat Marg, Elphinstone Road, Mumbai 400013, India
Website: www.sundaramandsrinivasan.com	Website: www.kkc.in
Email: yessendes@sundaramandsrinivasan.com Tel: +91 044- 24988762	Tel: +91 22 61437333 Email- info@kkc.in

Details of the Arranger	Legal Counsel
	
Standard Chartered Bank 5F, Crescenzo, C-38/39, G Block, Bandra Kurla Complex, Bandra (East), Mumbai – 400051	Juris Corp, Advocates & Solicitors 302, Century Bhavan, 3 rd Floor, Dr. Annie Besant Road, Worli, Mumbai – 400030.
Email: SCBINRDCM@sc.com	Website: www.jclex.com
Contact person: Ms. Vijeta Sikaria Tel: +91-22-61158947 Fax: +91-22-61157700	Phone: +91 (22) 67205555 Email: securities@jclex.com Contact Person: Partner, Securities

DETAILS OF PROMOTERS OF THE ISSUER COMPANY

Name of the Promoter	Shriram Capital Limited (“SCL”)
Date of Incorporation	5 th April 1974
Age	Not Applicable
Registered Address	Shriram House, No 4 Burkit Road T Nagar, Chennai, Pin: 600017 Ph. No.044 49052500 Fax no. 24993272
Educational Qualification	Not Applicable
Experience in the business or Employment	Since 1974 in Financial Service business
Positions/Posts held in the past	Not Applicable
Directorships held	Not Applicable
Other ventures of each promoter	SCL is the Promoter of Shriram City Union Finance Limited, Shriram General Insurance Company Limited, Shriram Life Insurance Company Limited and Shriram Credit Company Limited
Special achievements	-
Business and Financial activities	Systemically important Core Investment Company registered with RBI
Photograph	Not Applicable
Permanent Accountant Number	AABCS2726B

The Company/ Issuer confirms that the Permanent Account Number of the Promoter and Permanent Account Number of directors have been submitted to the stock exchanges on which the Debentures are proposed to be listed, at the time of filing of the Placement Memorandum.

ISSUE SCHEDULE

ISSUE/ BID OPENING DATE	February 03, 2022
ISSUE/ BID CLOSING DATE	February 03, 2022
PAY-IN DATE	February 04, 2022
DEEMED DATE OF ALLOTMENT	February 04, 2022
DATE OF EARLIEST CLOSING OF THE ISSUE	Not Applicable

The Issuer, subject to compliance with applicable law, reserves the right to change the Issue program, including the Deemed Date of Allotment, at its sole discretion, without giving any reasons or prior notice. Debentures will be open for subscription at the commencement of banking hours and close at the close of banking hours on the dates specified above. The Issue shall be open for subscription during the banking hours on each day during the period covered by the Issue Schedule.

ELIGIBLE INVESTORS

This Placement Memorandum and the contents thereof are restricted for only the intended recipient(s) who have been addressed directly through a communication by the Issuer and only such recipients are eligible to apply for the Debentures.

Please refer to Section 6 of this Placement Memorandum for the list of Eligible Investor and the detailed Application Process.

Note: Participation by potential 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. Please also refer to the Section on ‘Who Can Apply’ in Section 6 of the Placement Memorandum.

ISSUE HIGHLIGHTS

Coupon Rate	Floating rate linked to the Benchmark of 12 (Twelve) months T-Bill rate + Spread payable annually. The initial coupon rate shall be 6.80% p.a. (“ Initial Coupon ”)
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	The Benchmark shall be subject to reset on the Benchmark Determination Date as more particularly set out in the definition of Benchmark.
Coupon Type	Floating
Coupon Payment Frequency	Annually and on maturity
Redemption Date	<p>Shall be the date falling at the end of 1 (one) year 11 (eleven) months 29 (twenty-nine) days from the Deemed Date of Allotment.</p> <p>Presuming the Deemed Date of Allotment is February 04, 2022 the Redemption Date shall be February 02, 2024.</p>
Redemption Amount	Principal amount of Debentures along with accured Coupon.
Details of Debenture Trustee	<p>Catalyst Trusteeship Limited.</p> <p>Please refer to Annexure II of this Placement Memorandum for the consent letter dated December 21, 2021 and bearing reference number CL/MUM/DEB21-22/808 issued by Catalyst Trusteeship Limited granting its consent to act as debenture trustee in relation to the Issue of NCD being made by the Issuer in terms of this Placement Memorandum.</p> <p>Further, a debenture trustee appointment agreement executed on or about the date hereof by and between the Issuer and the Debenture Trustee, whereby the Debenture Trustee has been appointed as the debenture trustee in respect of the Debentures and to act for and on behalf of and for the benefit of the holders of such Debentures.</p>
Nature and Issue Size	Upto 5,250 (Five Thousand Two Hundred and Fifty) senior, secured, rated, listed, redeemable non- convertible debentures having a face value of INR 10,00,000/- (Indian Rupees Ten Lakhs only) each and aggregating upto INR 5,25,00,00,000/- (Indian Rupees Five Hundred and Twenty Five Crores only) with a green shoe option to retain over-subscription of up to 1,750 (one thousand seven hundred and fifty) senior, secured, rated, listed, redeemable, non-convertible Debentures, of face value of INR 10,00,000/- (Indian Rupees Ten Lakhs only) per debenture for cash at par amounting to INR 175,00,00,000/- (Indian Rupees One Hundred and Seventy-Five Crores only) the aggregate of which amounts up to INR 700,00,00,000/- (Indian Rupees Seven Hundred Crores only) for cash, at par and on private placement basis.
Base Issue and Green Shoe Option	<p>Base Issue: Upto 5,250 (Five Thousand Two Hundred and Fifty) senior, secured, rated, listed, redeemable non- convertible debentures having a face value of INR 10,00,000/- (Indian Rupees Ten Lakhs only) each and aggregating upto INR 5,25,00,00,000/- (Indian Rupees Five Hundred and Twenty Five Crores only).</p> <p>Green Shoe: A green-shoe option to retain over-subscription up to 1,750 (one thousand seven hundred and fifty) senior, secured, rated, listed, redeemable, non-convertible Debentures, of face value of INR 10,00,000/- (Indian Rupees Ten Lakhs only) per debenture for cash at par amounting to INR 175,00,00,000/- (Indian Rupees One Hundred and Seventy-Five Crores only)</p> <p>Total: The aggregate amounts up to INR 700,00,00,000/- (Indian Rupees Seven Hundred Crores only) for cash, at par and on private placement basis.</p>
Aggregate Size	Upto 5,250 (Five Thousand Two Hundred and Fifty) senior, secured, rated, listed, redeemable non- convertible debentures having a face value of INR 10,00,000/- (Indian Rupees Ten Lakhs only) each aggregating to INR 525,00,00,000/- (Indian Rupees Five Hundred and Twenty Five Crores only) with a green shoe option to retain over-subscription of up to 1,750 (One Thousand Seven Hundred and Fifty) senior, secured, rated, listed, redeemable non- convertible debentures having a face value of INR 10,00,000/- (Indian Rupees Ten Lakhs only) aggregating to 175,00,00,000/- (Indian Rupees One Hundred and Seventy Five Crores only), the aggregate of which amounts upto INR 7,00,00,00,000/- (Indian Rupees Seven Hundred Crores only) for cash, at par and on private placement basis.

Details about Underwriting of the Issue including the Amount Undertaken to be Underwritten by the Underwriters.	Not Applicable
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ELECTRONIC BOOK MECHANISM AND DETAILS PERTAINING TO THE UPLOADING THE PLACEMENT MEMORANDUM ON THE ELECTRONIC BOOK PROVIDER PLATFORM.

The Issue shall be open for bidding and subscribed to in accordance with the guidelines issued by SEBI and NSE pertaining to the procedure of Electronic Book Mechanism set out in the terms specified by the Operational Circular, and the related operational guidelines issued by the concerned Electronic Book Provider, as may be amended, clarified or updated from time to time (collectively, “**Electronic Book Mechanism Guidelines**”).

Mode of Allotment	Through Indian Clearing Corporation Limited (ICCL) and NSE
Allotment Size	Upto 5,250 (Five Thousand Two Hundred and Fifty) senior, secured, rated, listed, redeemable non- convertible debentures having a face value of INR 10,00,000/- (Indian Rupees Ten Lakhs only) each and aggregating upto INR 5,25,00,00,000/- (Indian Rupees Five Hundred and Twenty Five Crores only) with a green shoe option to retain over-subscription of up to 1,750 (one thousand seven hundred and fifty) senior, secured, rated, listed, redeemable, non-convertible Debentures, of face value of INR 10,00,000/- (Indian Rupees Ten Lakhs only) per debenture for cash at par amounting to INR 175,00,00,000/- (Indian Rupees One Hundred and Seventy-Five Crores only) the aggregate of which amounts up to INR 700,00,00,000/- (Indian Rupees Seven Hundred Crores only) for cash, at par and on private placement basis.
Manner of Settlement:	As per the process prescribed by the Electronic Book Mechanism Guidelines
Minimum Bid Lot and Multiple of Single Bid:	Rs. 1,00,00,000/- (Rupees One Crore Only) and in multiples of Rs. 10,00,000/- (Rupees Ten Lakhs Only) thereafter.
Manner of Bidding	Closed Bidding
Trading Lot Size	Rs. 10,00,000/- (Rupees Ten lakhs Only)
Settlement Cycle (T+1/ T+2) where T refers to the date of bidding/ issue day	T + 1, where T refers to the date of Bid Opening Date/ Issue Opening Date

UNDERTAKINGS OF THE ISSUER

ISSUER’S ABSOLUTE RESPONSIBILITY: The Issuer, having made all reasonable inquiries, accepts responsibility for and confirms that this Placement Memorandum contains all information with regard to the Issuer and the Issue which is material in the context of the Issue, that the information contained in the Placement Memorandum is true and correct in all material aspects 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 make this document as a whole or any of such information or the expression of any such opinions or intentions misleading in any material respect.

GENERAL RISKS: Investment in debt and debt related securities involve a degree of risk and investors should not invest any funds in debt instruments unless they can afford to take the risk 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 Issuer and the Issue including the risks involved therein. For taking an investment decision, Investors must rely on their own examination of the Company and the Issue including the risks involved in it. The Debentures have not been recommended or approved by any regulatory authority in India, including the Securities and Exchange Board of India (“**SEBI**”) nor does SEBI guarantee the accuracy or adequacy of this Placement Memorandum. Specific attention of investors is invited to the statement of ‘Risk Factors’ given in **Section 2** of this Placement Memorandum. These risks are not, and are not intended to be, a complete list of all risks and considerations relevant to the Debentures or investor’s decision to purchase the Debentures. This Placement Memorandum has not been submitted, cleared or approved by SEBI.

NO SIDE LETTERS: The Issuer has no side letter with any debenture holders except the one(s) disclosed in the Placement Memorandum(s). Any covenants later added shall be disclosed on the stock exchange website where the debentures are listed.

DISCLAIMER STATEMENT FROM THE ISSUER: The Issuer confirms that the information contained in this Placement Memorandum is true and correct in all material respects and is not misleading in any material respect. All information considered

adequate and relevant about the Issue and the Issuer has been made available in this Placement Memorandum for the use and perusal of the potential investors/debenture holders and no selective or additional information would be available for a section of potential investors/debenture holders, in any manner whatsoever. The Issuer accepts no responsibility for statements made otherwise than in this Placement Memorandum or any other material issued by or at the instance of the Issuer and anyone placing reliance on any other source of information would be doing so at his/her/their own risk.

This Placement Memorandum has been prepared to provide general information about the Issuer and the Issue to potential debenture holders to whom it is addressed and who are willing and eligible to subscribe to the Debentures. This Placement Memorandum does not purport to contain all the information that any potential investors/debenture holder may require. Neither this Placement 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 Placement Memorandum should not consider such receipt a recommendation to purchase any Debentures. Each potential investor/debenture holder contemplating purchasing any Debentures should make its own independent investigation of the financial condition and affairs of the Issuer, and its own appraisal of the creditworthiness of the Issuer. Potential investors/debenture holders 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 debenture holder's particular circumstances.

DEFINITIONS AND ABBREVIATIONS

The Company / Issuer / We / Our Company/ Us	Shriram Transport Finance Company Limited having its Registered Office at Sri Towers, Plot No. 14A, South Phase, Industrial Estate, Guindy, Chennai – 600032.
Act	means individually and collectively provisions of the Companies Act, 2013 which have been notified and are in full force and effect and all amendment, enactment, re-enactment or modification thereof, from time to time, including the rules and regulations prescribed therein.
Additional Security	means any additional security as may be provided/ to be provided by the Issuer to secure the Redemption Amount and Amounts Due, upon the request of Debenture Trustee or in the event the Security Cover falls below the stipulated ratio as required in terms hereof, which may be in the form of: (a) Security Coupon on any other movable and immoveable assets which is acceptable to the Debenture Trustee; and/or (b) cash or fixed / term deposits/ investments / any other liquid assets acceptable to the Debenture Trustee.
Application Form	The form used by the recipient of this Placement Memorandum to apply for subscription to the Debentures, provided in Annexure I of this Placement Memorandum.
Applicable Law	means any statute, national, state, provincial, local, municipal, foreign, international, multinational or other law, treaty, code, regulation, notification, ordinance, rule, judgement, rule of law, order, decree, government resolution, clearance, approval, directive, guideline, policy, requirement, or other governmental restriction or any similar form of decision, or determination by, or any interpretation or administration of any of the foregoing by, any statutory or governmental or regulatory authority, having jurisdiction over the matter in question, whether in effect as of the date of this Placement Memorandum or thereafter and in each case as amended.
Allot/Allotment/Allotted	Unless the context otherwise requires or implies, the allotment of the Debentures pursuant to the Issue.
Amounts Due	Shall mean in relation to the Debentures, all Coupon (due and payable), default interest and prepayment charges, interest on application money, if any, payable in relation to the Debentures, costs (including legal costs on full indemnity basis), charges, expenses, commissions, fees including the remuneration of the Debenture Trustee and expenses payable to the Debenture Trustee and the Receiver, all taxes, dues, duties, levies, cess including stamp duty, registration and other fees and charges payable by the Issuer with respect to or on the Transaction Documents including those payable for the negotiation, preparation, execution, registration, preservation, protection and enforcement of the Transaction Documents, as may be outstanding/ payable at any given date, excluding the Redemption Amount in respect of the Debentures and wherever the context may require shall mean the aggregate of aforementioned amounts in respect of the Debentures.
Articles	The articles of association of the Company, as amended from time to time.
Benchmark	Means the calculation of the 12 (twelve) months T-Bill rate basis a simple average (rounded off to two decimal points after zero) of the preceding 7 Working Days before the Benchmark Determination Date published by the Financial Benchmarks India Pvt. Ltd. (FBIL) on their website http://www.fbil.org.in/ in the “T-Bill Curve” sub-tab or sub-menu under the main tab or main menu “Money Market/interest Rates” or any other such part of the respective website of FBIL as may be reorganized from time to time. If for any reason whatsoever, the Benchmark cannot be determined (including on any Benchmark Determination Date), then the alternative determination of the Benchmark will be basis the simple average (rounded off to 2 decimal points after zero) of the cut-off yield of the 12 month Treasury Bill as set by the Reserve Bank of India in the last weekly auctions of Treasury Bills conducted by Reserve Bank of India prior to such date on which Benchmark is to be determined (including the Benchmark Determination Date). For any reason whatsoever, the alternative determination of Benchmark is also not possible on any date (including the Benchmark Determination Date), then the Issuer and Debenture Trustee (acting on behalf of Majority Debenture Holders) shall mutually agree, in good faith, upon a replacement of the Benchmark rate with a new Benchmark, representative of 12 month T-bill rate and published

	by an authorized benchmark administrator, which shall be used for calculating Coupon Rate for the remaining tenor of Debentures
Benchmark Determination Date	Means the date falling at the end of 1 (one) year from the Deemed Date of Allotment calculated for the purpose of Coupon reset.
Board	Board of Directors of the Company or a Committee thereof of, formed or to be formed in this regard.
Business Day	<p>Mean any day of the week excluding: any day which is a public holiday for the purpose of Section 25 of the Negotiable Instruments Act, 1881 (26 of 1881) in Maharashtra; (c) any other day on which banks are closed for customer business in Mumbai/ Delhi; and (d) any day on which payments cannot be made on account of failure of RBI's system for RTGS/NEFT payment.</p> <p>Explanation: For the purpose of this definition, in respect of -</p> <p>(i) Issue period: Working day shall mean all days, excluding Saturdays, Sundays and public holidays, on which commercial banks in the Mumbai are open for business;</p> <p>(ii) the time period between the bid/ issue closing date and the listing of the Debentures on the stock exchanges: working day shall mean all trading days of the stock exchanges for non-convertible securities, excluding Saturdays, Sundays and bank holidays, as specified by the Board.</p>
Coupon	shall mean interest payable on the Debentures at the rate mentioned in the Term Sheet, calculated on per day actual basis, payable annually.
Coupon Payment Date	shall mean the dates on which Coupon is payable on the Debentures by the Company, as more particularly detailed in Term Sheet.
Credit Rating Agency (s)	India Ratings and Research Private Limited or any other rating agency accredited with SEBI, appointed from time to time.
Date of Allotment	Means the date on which the Debentures being issued are deemed to be allotted to the Debenture Holder(s).
Debentures/ NCDs/Bonds	Upto 5,250 (Five Thousand Two Hundred and Fifty) senior, secured, rated, listed, redeemable non-convertible debentures having a face value of Rs. 10,00,000/- (Rupees Ten Lakhs only) each and aggregating upto INR 5,25,00,00,000/- (Indian Rupees Five Hundred and Twenty Five Crores only) with a green shoe option to retain over-subscription of up to 1,750 (one thousand seven hundred and fifty) senior, secured, rated, listed, redeemable, non-convertible Debentures, of face value of INR 10,00,000/- (Indian Rupees Ten Lakhs only) per debenture for cash at par amounting to INR 175,00,00,000/- (Indian Rupees One Hundred and Seventy-Five Crores only) the aggregate of which amounts up to INR 700,00,00,000/- (Indian Rupees Seven Hundred Crores only) for cash, at par and on private placement basis.
Debenture Holder	means the several persons who are/will be holders of the Debentures and whose name(s) are entered in the Register of Debenture Holders as maintained by the Issuer as Debenture Holders and shall include the beneficial owner(s) of the Debentures in dematerialized form as per the list of beneficial owners prepared and maintained by the Depository as the case may be, as per the provisions of Depositories Act, 1996.
Debenture Trust Deed	Debenture Trust Deed executed on or about the date hereof by and between the Debenture Trustee and the Issuer for capturing the detailed terms of the Issue.
Debenture Trustee	Trustee for the Debenture holders, in this case being in this case being Catalyst Trusteeship Limited.
Depository/ies	National Securities Depository Limited ("NSDL") and Central Depository Services (India) Limited ("CDSL")
Debenture Obligations	refers to all the payment obligations of the Company in relation to the Debentures (including the Redemption Amount) as set out under this Deed read together with the Transaction Documents, including the Amounts Due.
DP	Depository Participant.
Debenture Trustee Appointment Agreement or DTA	means the debenture trustee appointment agreement executed on or about the date hereof between the Issuer and the Debenture Trustee, whereby the Debenture Trustee is appointed as the debenture trustee in respect of the Debentures acting for and on behalf of the Debenture Holders.
Deed of Hypothecation	means the unattested deed of hypothecation executed/to be executed between the Issuer and the Debenture Trustee for creation of exclusive first and exclusive charge by way of hypothecation

	over the Hypothecated Assets in terms of the Transaction Documents for the benefit of the Debenture Holders.
FEMA Regulations	The Regulations framed by the RBI under the provisions of the Foreign Exchange Management Act, 1999, as amended from time to time.
Final Settlement Date	shall mean the date on which the Debenture Obligations have been irrevocably, unconditionally discharged in full and all Debentures have been redeemed by the Company in full.
FII	Foreign Institutional Investor (as defined under the Securities and Exchange Board of India (Foreign Institutional Investors) Regulations, 1995) registered with SEBI.
Financial Indebtedness	<p>shall mean, in relation to any person, aggregate of:</p> <ul style="list-style-type: none"> (i) All long term debt outstanding, whether secured or unsecured, of the said Person; plus (ii) Contingent liability pertaining to corporate/ financial guarantees given by the said Person, on behalf of any company/ special purpose vehicle/ subsidiary/ affiliate to the extent of outstanding of such guaranteed debt; plus (iii) Any short term debt outstanding of the said Person, including working capital or any other borrowing, whether secured or unsecured, whether availed in lieu of long term debt or by way of bridge financing for long term debt or any other purpose; <p>Provided however, that non fund based working facilities used in regular business operations of the said Person, shall be excluded; plus:</p> <ul style="list-style-type: none"> (iv) Any amount raised by acceptance under any acceptance credit facility; plus (v) Any receivables sold or discounted (other than the receivables to the extent they are sold on a non- recourse basis); plus (vi) Any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing; plus (vii) any derivative transaction entered into in connection with protection against or benefit from fluctuation in price (and, when calculating the value of any derivative transaction, only the marked to market value shall be taken into account) plus; (viii) 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; plus (ix) the amount of any liability under an advance or deferred purchase agreement if one of the primary reasons behind the entry into such agreement is to raise finance plus; (x) (without double counting) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (i) to (ix).
Governmental Authority	shall mean and include the President of India, the Government of India, the Governor and the Government of any State in India, any Ministry or Department of the same, any municipal or local government, any authority or private body exercising powers conferred by Applicable Law and any court or tribunal of competent jurisdiction or other judicial or quasi-judicial body, and shall include, without limitation, a stock exchange, Registrar of Companies and any regulatory body.
Group Company	shall mean any subsidiary and/or affiliate(s) of the Company.
Hypothecated Assets	shall mean the specific identified Pool of Assets with a Security Cover of 1x over which charge shall be/ has been created in terms of the Deed of Hypothecation for securing the obligations of the Company in relation to the Debentures. Provided that loans given to Group Company(ies) of the Company shall not form a part of the Hypothecated Assets.
Initial Subscriber	shall mean the initial subscriber of Debentures, to whom the Debentures are offered for subscription by the Issuer.
I.T. Act	The Income-tax Act, 1961 as amended from time to time.
Initial Coupon	Shall have the meaning given to such term in the Term Sheet.
Investor	Any person subscribing to the Debentures in accordance with the terms of this Placement Memorandum and other Transaction Documents.
Issue	Issue of upto 5,250 (Five Thousand Two Hundred and Fifty) senior, secured, rated, listed, redeemable non- convertible debentures having a face value of Rs. 10,00,000/- (Rupees Ten Lakhs only) each and aggregating upto INR 5,25,00,00,000/- (Indian Rupees Five Hundred and Twenty

	Five Crores only) with a green shoe option to retain over-subscription of up to 1,750 (one thousand seven hundred and fifty) senior, secured, rated, listed, redeemable, non-convertible Debentures, of face value of INR 10,00,000/- (Indian Rupees Ten Lakhs only) per debenture for cash at par amounting to INR 175,00,00,000/- (Indian Rupees One Hundred and Seventy-Five Crores only) the aggregate of which amounts up to INR 700,00,00,000/- (Indian Rupees Seven Hundred Crores only) for cash, at par and on private placement basis, on such terms and conditions as set out in this Placement Memorandum and other Transaction Documents.
ISIN	International Securities Identification Number
Memorandum / MoA	Memorandum of Association of the Company, as amended from time to time.
Material Adverse Effect	material adverse effect means an event, circumstance, occurrence or condition which has caused, as of any date of determination, or could be expected to cause a material adverse effect on or a material adverse change, in the judgment of Debenture Trustee, acting on the instruction of the Majority Debenture Holder(s) on: (a) the business activities, operations, property, assets, condition (financial or otherwise) or prospects, performance, assets and credit standing of the Issuer; (b) the ability of the Issuer /Company to enter into and to perform its obligations under the Transaction Documents or such other documents executed/ issued in relation to the Debentures to which the Issuer /Company is or will be a party; or (c) the legality or validity or enforceability or effectiveness of any of the Transaction Documents or any other related document or the rights or remedies of Debenture Holders thereunder; (d) legality or validity or enforceability of, or the effectiveness or ranking of any Security granted or purporting to be granted pursuant to any of, the Security Documents; (e) or any other effect or change which adversely affects the interest of the Debenture Holders or the Debenture Trustee.
Majority Debenture Holders	shall mean Debenture Holder(s) holding an aggregate amount representing not less than 66.67% (Sixty Six point Six Seven Percent) of the outstanding value of the Debentures
NBFC	Non-Banking Finance Company
NRI	A person resident outside India, who is a citizen of India or a person of Indian origin and shall have the same meaning as ascribed to such term in the FEMA Regulations.
NSE	National Stock Exchange of India Ltd.
Operational Circular	the operational circular issued by Securities Exchange Board of India vide circular number SEBI/HO/DDHS/P/CIR/2021/613 dated August 10, 2021, as amended, replaced or appended from time to time
Person	means any natural person, limited or unlimited liability company, corporation, partnership (whether limited or unlimited), proprietorship, Hindu undivided family, trust, union, association, government or any agency or thereof or any other entity that may be treated as a person under Applicable Law.
Placement Memorandum	This Placement Memorandum dated [●] which sets out the information regarding the issue of Debentures.
Pool of Assets	means specific receivables and book debts including but not limited to vehicles and / or consumer durables and / or equipment created out of the debenture proceeds by way of leasing / hire–purchase / loan of Commercial Vehicles and / or consumer durables and / or equipments in the course of business of the Company and all vehicles and / or consumer durables and/or equipments acquired / to be acquired by the Issuer out of the debenture proceeds together with all bills, securities, investments, owned assets, spares, tools and accessories and whether installed or not and whether now lying loose or in cases or brought into or upon or be stored or be in or about all the Issuer's premises and godowns or wherever else the same may be or be held by any party to the order or disposition of the Borrower issuer or in the course of transit or on high seas or on order, or delivery or other assets as periodically notified by the Company.
Private Placement Offer cum Application Letter	Shall mean the private placement offer cum application letter prepared in compliance with Section 42 of the Companies Act, 2013 read with Rule 14 of the Companies (Prospectus and Allotment of Securities) Rules, 2014, as amended from time to time, which shall be issued with respect to the Issue.
Record Date	shall be date falling 15 (fifteen) days prior to each Coupon Payment Date and/or Redemption Date.
Redemption Amount	shall mean the amounts outstanding towards the principal amount of Debentures on any given date.
Redemption Date	shall mean the date falling on the expiry of 1 (one) year 11 (eleven) months 29 (twenty-nine) days from the Deemed Date of Allotment.
Register of Debenture Holders	means the register maintained by the Issuer at its registered office and containing the names of the Debenture Holders.

Registrar/Registrar to the Issue	Registrar to the Issue, in this case being Integrated Registry Management Services Private Limited.
ROC	The Registrar of Companies, Chennai
RTGS	Real Time Gross Settlement, an electronic funds transfer facility provided by RBI.
RBI	The Reserve Bank of India
SEBI	Securities and Exchange Board of India constituted under the Securities and Exchange Board of India Act, 1992 (as amended from time to time).
SEBI Debt Listing Regulations	Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 issued by SEBI, as amended from time to time and the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 as amended/replaced from time to time and the Operational Circular.
SEBI Defaults (Procedure) Circular	The SEBI circular bearing reference number SEBI/HO/MIRSD/CRADT/CIR/P/2020/203 dated October 13, 2020 on " <i>Standardisation of procedure to be followed by Debenture Trustee(s) in case of 'Default' by Issuers of listed debt securities</i> ".
SEBI Due Diligence Circular	SEBI circular bearing reference number SEBI/HO/MIRSD/CRADT/CIR/P/2020/218 dated November 3, 2020 on " <i>Creation of Security in issuance of listed debt securities and 'due diligence' by debenture trustee(s)</i> ".
SEBI Monitoring Circular	SEBI circular bearing reference number SEBI/ HO/ MIRSD/ CRADT/ CIR/ P/ 2020/23 dated November 12, 2020 on " <i>Monitoring and Disclosures by Debenture Trustee(s)</i> ".
Secured Assets	shall mean all properties/ assets of the Company or any other person, whether moveable or immovable, tangible or intangible, over which security interest has been created in terms of the relevant Transaction Documents for securing the obligations of the Company in relation to the Debentures, including the Hypothecated Assets.
Security	The Security Interest created in terms of the Deed of Hypothecation and other Transaction Documents in favour of the Debenture Trustee for the benefit of the Debenture Holders.
Security Cover	Minimum security cover for the Secured Assets of 1x to be maintained throughout the tenor of the Debentures.
Security Interest	Means the security created in favour of the Debenture Trustee for securing the obligations of the Company in relation to the Debentures and shall include the hypothecation to be created in terms of the Deed of Hypothecation.
Spread	Shall have the meaning given to such term in the Term Sheet.
Term Sheet/ Summary Term Sheet	Please refer to the 'Summary Term Sheet'/'Term Sheet' setout under Chapter V hereinbelow.
The Act	The Companies Act, 2013 or The Companies Act, 1956, as may be applicable.
T-Bill	Means the treasury bills being money market instruments in India issued by the Government of India in the manner set out under Applicable Law.
Transaction Documents	Means and includes the following: a. this Placement Memorandum; b. Debenture Trust Deed; c. Debenture Trustee Agreement; d. Deed of Hypothecation; e. All other agreements, letters, documents, undertakings and writings that are executed/may be executed by the Issuer in relation to the issue of the Debentures from time to time and designated as such by the Debenture Trustee.
Working Day	For the purpose of calculation of Benchmark shall mean any day on which the Coupon Rate calculated as per the Benchmark of 12 (Twelve) months T-Bill rate is published by FBIL.

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SECTION 1: NOTICE TO THE INVESTORS AND DISCLAIMER**GENERAL DISCLAIMER**

This Placement Memorandum is neither a prospectus nor a statement in lieu of prospectus under the Companies Act, 2013. This document does not constitute an offer to the public generally to subscribe for or otherwise acquire the Debentures to be issued by Shriram Transport Finance Company Limited.

This Placement Memorandum has been prepared in conformity with the Securities Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 issued vide circular number *SEBI/LAD-NRO/GN/2021/39 dated August 09, 2021*, as amended from time to time, the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 issued vide Circular No. *Sebi/Lad-Nro/Gn/2015-16/013 dated September 02, 2015*, as amended from time to time, the Operational Circular issued by Securities Exchange Board of India vide circular number *SEBI/HO/DDHS/P/CIR/2021/613 dated August 10, 2021*, as amended from time to time, Section 42 of the Companies Act, 2013 and the Companies (Prospectus and Allotment of Securities) Rules, 2014.

No person has been authorized to give any information or to make any representation not contained in or incorporated by reference in this Placement Memorandum or in any material made available by the Company to any potential investor pursuant hereto and, if given or made, such information or representation must not be relied upon as having been authorized by the Company.

This Placement Memorandum is for the exclusive use to whom it is delivered and it should not be circulated or distributed to third party/ (ies). The Issuer certifies that the disclosures made in this Placement Memorandum are generally adequate and are in conformity with the SEBI Regulations.

Apart from the Placement Memorandum, no offer document or prospectus has been prepared in connection with this Issue and no prospectus in relation to the Issuer or the Debentures relating to this offer has been delivered for registration nor is such a document required to be registered under the applicable laws.

This Placement Memorandum is issued by the Company and has been prepared by the Company to provide general information on the Company to potential investors to whom it is addressed and who are eligible and willing to subscribe to the Debentures and does not purport to contain all the information a potential investor may require. Where this Placement Memorandum summarizes the provisions of any other document, that summary should not be solely relied upon and the relevant document should be referred to for the full effect of the provisions. Neither this Placement Memorandum nor any other information supplied in connection with the Debentures is intended to provide the basis of any credit or other evaluation. Any recipient of this Placement Memorandum should not consider such receipt a recommendation to purchase the Debentures. Each potential investor contemplating the purchase of 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. Potential investors should consult their own legal, regulatory, tax, financial, accounting, and/or other professional advisors as to the risks and investment considerations arising from an investment in the Debentures and should possess the appropriate resources to analyze such investment and the suitability of such investment to such potential investor's particular circumstances.

This Placement Memorandum shall not be considered as a recommendation to purchase the Debentures and recipients are urged to determine, investigate and evaluate for themselves, the authenticity, origin, validity, accuracy, completeness and adequacy or otherwise the relevance of information contained in this Placement Memorandum. The recipients are required to make their own independent valuation and judgment of the Company and the Debentures. It is the responsibility of potential investors to ensure that if they sell/ transfer these Debentures, they shall do so in strict accordance with this Placement Memorandum and other applicable laws, so that the sale does not constitute an offer to the public, within the meaning of The Act. The potential investors should also consult their own tax advisors on the tax implications relating to acquisition, ownership, sale or redemption of the Debentures and in respect of income arising thereon. Investors are also required to make their own assessment regarding their eligibility for making investment(s) in the Debentures. The Company or any of its directors, employees, advisors, affiliates; subsidiaries or representatives do not accept any responsibility and/ or liability for any loss or damage however arising and of whatever nature and extent in connection with the said information.

The Issuer confirms that, as of the date hereof, this Placement Memorandum (including the documents incorporated by reference herein, if any) contains all information that is material in the context of the Issue, is accurate in all material respects and does not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements herein, in the light of the circumstances under which they are made, not misleading. No person has been authorized to give any information or to make any representation not contained or incorporated by reference in this Placement Memorandum or in any material made available by the Issuer to any potential investor pursuant hereto and, if given or made, such information or representation must not be relied upon as having been authorized by the Issuer.

As per the applicable provisions of the Companies Act, 2013 and the SEBI Debt Listing Regulations, it is not necessary for a copy of this Placement Memorandum to be filed with or submitted to the SEBI for its review and / or approval. Further, since the Issue is being made on a private placement basis, the provision of Section 26 of the Companies Act, 2013 shall not be applicable and accordingly, a copy of this Placement Memorandum has not been filed with the Registrar of Companies.

This Placement Memorandum and the contents hereof are addressed only to the intended recipients who have been addressed directly and specifically through a communication by the Company. All potential investors are required to comply with the relevant regulations/guidelines applicable to them for investing in this Issue. The contents of this Placement Memorandum are intended to be used only by those potential investors to whom it is distributed. It is not intended for distribution to any other person and should not be reproduced by the recipient or made public or its contents disclosed to a third person. No invitation is being made to any person other than the investor to whom this Placement Memorandum has been sent. Any application by a person to whom this Placement Memorandum has not been sent by the Company may be rejected without assigning any reason.

Invitations, offers and sales of Debentures shall only be made pursuant to this Placement Memorandum. You may not and are not authorised to: (1) deliver this Placement Memorandum to any other person; or (2) reproduce this Placement Memorandum in any manner whatsoever. Any distribution or reproduction or copying of this Placement Memorandum in whole or in part or any public announcement or any announcement to third parties regarding the contents of this Placement Memorandum is unauthorised. Failure to comply with this instruction may result in a violation of applicable laws of India and/or other jurisdictions. This Placement Memorandum has been prepared by the Company for providing information in connection with the proposed Issue.

The Issuer does not undertake to update the Placement Memorandum to reflect subsequent events after the date of the Placement 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 the Placement Memorandum nor the issue of any Debentures made thereunder shall, under any circumstances, constitute a representation or create any implication that there has been no change in the affairs of the Company since the date thereof.

This Issue is a domestic issue restricted to India and no steps have been taken or will be taken to facilitate the Issue in any jurisdictions other than India. Hence, this Placement 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 Placement Memorandum in any jurisdiction where such action is required. This Placement Memorandum is not intended for distribution to, or use by, any person or entity in any jurisdiction or country where distribution or use of such information would be contrary to law or regulation. Persons into whose possession this Placement Memorandum comes are required to inform themselves about and to observe any such restrictions. This Placement Memorandum is made available to potential investors in the Issue on the strict understanding that it is confidential and may not be transmitted to others, whether in electronic form or otherwise.

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 Placement Memorandum. It is to be distinctly understood that this Placement Memorandum should not, in any way, be deemed or construed that the securities have been recommended for investment by the RBI. RBI 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 Placement Memorandum. Potential investors may make

investment decision in the securities offered in terms of this Placement Memorandum solely on the basis of their own analysis and RBI does not accept any responsibility about servicing/ repayment of such investment.

DISCLAIMER OF THE SECURITIES & EXCHANGE BOARD OF INDIA

This Placement Memorandum has not been filed with SEBI. The Debentures have not been recommended or approved by SEBI nor does SEBI guarantee the accuracy or adequacy of this Placement Memorandum. It is to be distinctly understood that this Placement Memorandum should not, in any way, be deemed or construed that the same has been cleared or vetted by SEBI. SEBI does not take any responsibility either for the financial soundness of any scheme or the project for which the Issue is proposed to be made, or for the correctness of the statements made or opinions expressed in this Placement Memorandum. The issue of Debentures being made on private placement basis, filing of this Placement Memorandum is not required with SEBI; However, SEBI reserves the right to take up at any point of time, with the Issuer, any irregularities or lapses in this Placement Memorandum.

DISCLAIMER CLAUSE OF THE STOCK EXCHANGE

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

DISCLAIMER OF THE TRUSTEE

The Debenture Trustee, 'ipso facto' does not have the obligations of a borrower or a principal debtor or a guarantor as to the monies paid/invested by Debenture Holders.

DISCLAIMER IN RESPECT OF JURISDICTION

Issue of these Debentures have been/will be made in India to investors as specified under clause "Who Can Apply" in this Placement Memorandum, who have been/shall be specifically approached by the Company. This Placement Memorandum is not to be construed or constituted as an offer to sell or an invitation to subscribe to Debentures offered hereby to any person to whom it is not specifically addressed. The Debentures are governed by and shall be construed in accordance with the existing Indian laws as applicable in the state of Chennai. Any dispute arising in respect thereof will be subject to the non - exclusive jurisdiction of the courts and tribunals of the city of Chennai.

DISCLAIMER CLAUSE OF THE RATING AGENCY

Ratings are opinions on credit quality and are not recommendations to sanction, renew, disburse or recall the concerned 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 do 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.

DISCLAIMER CLAUSE OF THE LEAD ARRANGER

The only role of Standard Chartered Bank ("Arranger") with respect to the Debentures is confined to arranging placement of the Debentures on the basis of this Placement Memorandum as prepared by the Issuer.

"Standard Chartered Bank" means Standard Chartered Bank and any group company, subsidiary, affiliate, representative or branch office of Standard Chartered Bank and their respective directors, officers, employees, agents, representatives and/or any persons connected with them.

Nothing in this Placement Memorandum constitutes an offer of securities for sale in the United States or any other

jurisdiction where such offer or placement would be in violation of any law, rule or regulation.

All the information contained in this Placement Memorandum has either been provided by the Issuer or is publicly available information, and such information has not been independently verified by the Arranger. No representation or warranty, expressed or implied, is or will be made, and no responsibility or liability is or will be accepted, by the Arranger or its affiliates for the accuracy, completeness, reliability, correctness or fairness of this Placement Memorandum or any of the information or opinions contained therein, and the Arranger hereby expressly disclaims, to the fullest extent permitted by law, any responsibility for the contents of this Placement Memorandum and any liability, whether arising in tort or contract or otherwise relating to or resulting from this Placement Memorandum or any information or errors contained therein or any omissions therefrom. by, accepting this Placement Memorandum, you agree that the Arranger will not have any such liability.

You should carefully read and retain this Placement Memorandum. however, you are not to construe the contents of this Placement Memorandum as investment, legal, accounting, regulatory or tax advice, and you should consult with your own advisors as to all legal, accounting, regulatory, tax, financial and related matters concerning an investment in the Debentures.

Standard Chartered Bank may purchase and hold the Debentures for its own account or for the accounts of its customers or enter into other transactions (including derivatives) relating to the Debentures at the same time as the offering of the Debentures. Standard Chartered Bank may have engaged in or may in the future engage in other dealings in the ordinary course of business with the Issuer and/or its subsidiaries and affiliate.

FORCE MAJEURE BEFORE CLOSING DATE

The Company reserves the right to withdraw the Issue at any time prior to the closing date thereof in the event of any unforeseen development adversely affecting the economic and/or regulatory environment or otherwise. In such an event, the Company will refund the application money, if any, collected in respect of the Debentures without assigning any reason.

ISSUE OF DEBENTURES IN DEMATERIALISED FORM

The Debentures will be issued in dematerialized form. The Issuer has made arrangements with the depositories for the issue of the Debentures in dematerialized form. Investors will have to hold the Debentures in dematerialized form as per the provisions of the Depositories Act, 1996. 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.

EACH PERSON RECEIVING THIS PLACEMENT MEMORANDUM ACKNOWLEDGES THAT SUCH PERSON:

- (a) has reviewed the terms and conditions applicable to the Debentures as contained in this Placement Memorandum and has understood the same, and, on an independent assessment thereof, found the same acceptable for the investment made and has also reviewed the risk disclosures contained herein and has understood the risks, and determined that the investment in the Debentures are a suitable investment and that the Debenture Holders can bear the economic risk of that investment;
- (b) has received all the information believed by it to be necessary and appropriate or material in connection with, and for investment in the Debentures;
- (c) has sufficient knowledge, experience and expertise as an investor, to make the investment in the Debentures;
- (d) has not relied on either the Company or any of its affiliate, associate, holding, subsidiary or group entities or any person acting in its or their behalf for any information, advice or recommendations of any sort expect as regards the accuracy of the specific factual information about the terms of the Debentures set out in this Placement Memorandum;
- (e) has understood that information contained in this Placement Memorandum is not to be constructed as business or investment advice;
- (f) has made an independent evaluation and judgment of all risks and merits before investing in the Debentures;

- (g) has understood that the Debentures, even after being listed, may not be marketable or may not have a market at all;
- (h) has legal ability to invest in the Debentures and the investment does not contravene any provision of any law, regulation or contractual restriction or obligation or undertaking binding on or affecting the Debenture Holders or its assets.
- (i) Neither the delivery of this Placement Memorandum nor any sale of Debentures made hereunder shall, under any circumstances, constitute a representation or create any implication that there has been no change in the affairs of the Issuer since the date hereof.

FORWARD LOOKING STATEMENTS

This Placement Memorandum contains certain forward-looking statements. These forward-looking statements generally can be identified by words or phrases such as ‘aim’, ‘anticipate’, ‘believe’, ‘expect’, ‘estimate’, ‘intend’, ‘objective’, ‘plan’, ‘project’, ‘shall’, ‘will’, ‘will continue’, ‘will pursue’ or other words or phrases of similar import. Similarly, statements that describe our objectives, strategies, plans or goals are also forward-looking statements. All forward-looking statements are subject to risks, uncertainties and assumptions about the Issuer that could cause actual results to differ materially from those contemplated by the relevant forward-looking statement. Important factors that could cause actual results to differ materially from the Issuer’s expectations include, but are not limited to, the following:

- (a) delay or non-receipt of necessary government and other approvals;
- (b) regulatory changes pertaining to the industry in India which have an impact on the Issuer’s business and durability to respond to them;
- (c) the Issuer’s ability to successfully implement its strategy, growth and expansion;
- (d) competition in the industry in which the Issuer operates in;
- (e) the Issuer’s ability to respond to technological changes;
- (f) the Issuer’s exposure to market risks;
- (g) the monetary and fiscal policies of India, inflation, deflation, unanticipated turbulence in interest rates,
- (h) foreign exchange rates, equity prices and other rates or prices; and
- (i) general economic and political conditions in India and globally, which have an impact on the Issuer’s business and its ability to respond to them.

By their nature, certain market risk disclosures are only estimates and could be materially different from what actually occurs in the future. As a result, actual future gains or losses could materially differ from those that have been estimated. All subsequent written and oral forward-looking statements attributable to the Issuer are expressly qualified in their entirety by reference to these cautionary statements. Neither the Issuer nor the registrar nor any of their respective affiliates have any obligation to update or otherwise revise any statements reflecting circumstances arising after the date hereof or to reflect the occurrence of underlying events, even if the underlying assumptions do not come to fruition.

SECTION 2: RISK FACTORS

The following are the risks envisaged by the management of the Company relating to the Company, the Debentures and the market in general. Potential investors should carefully consider all the risk factors stated in this Placement Memorandum in relation to the Debentures for evaluating the Company and its business and the Debentures before making any investment decision relating to the Debentures. The Company believes that the factors described below represents the principal risks inherent in investing in the Debentures but does not represent that the statements below regarding the risks of holding the Debentures are exhaustive. *The ordering of the risk factors is intended to facilitate ease of reading and reference and does not in any manner indicate the importance of one risk factor over another.* Potential Investors should also read the detailed information set out elsewhere in this Placement Memorandum and reach their own views prior to making any investment decision.

If any one of the following stated risks actually occurs, the Company's business, financial conditions and results of operations could suffer and, therefore, the value of the Company's Debentures could decline and/or the Company's ability to meet its obligations in respect of the Debentures could be affected. More than one risk factor may have simultaneous effect with regard to the Debentures such that the effect of a particular risk factor may not be predictable. In addition, more than one risk factor may have a compounding effect which may not be predictable. No prediction can be made as to the effect that any combination of risk factors may have on the value of the Debentures and/or the Company's ability to meet its obligations in respect of the Debentures.

These risks and uncertainties are not the only issues that the Company faces. Additional risks and uncertainties not presently known to the Company or that the Company currently believes to be immaterial may also have a material adverse effect on its financial condition or business. Unless specified or quantified in the relevant risk factors, the Company is not in a position to quantify the financial or other implications of any risk mentioned herein below.

A. INTERNAL RISK FACTORS

Risks relating to our Company and its Business:

1. *The impact of the COVID-19 pandemic on our business and operations is uncertain and cannot be predicted.*

Due to the emergence of the COVID-19 pandemic, the Government of India has introduced stringent measures to prevent the spread of the disease. As on the date hereof, certain restrictions imposed by the GoI and state governments, such as on free movement or maintenance of social distancing, have not been completely lifted and vaccination drive is still on. As the viral pandemic has not yet fully subsided, there is little comprehension on the full impact of the pandemic induced lockdown on the Indian or the global economy. While the GOI has, in the past couple of years, through the Ministry of Finance issued a series of liquidity enhancement measures to counteract the slowdown caused by a reduction in economic activity during the lockdown, the impact of such measures remain unknown at the present moment. Some of the ascertainable impact of COVID-19 pandemic and the pandemic induced lockdown on our business and operations include:

- Restrictions on movement of people during the lockdown has adversely impacted our cash collections due to inability of employees to make on-field visits;
- The lockdown has adversely impacted the business of our customers, which in turn has adversely impacted our business, including disbursements;
- Adverse liquidity on account of an RBI mandated moratorium, which in turn will also lead to delayed interest payment till the end of the deferred repayment period leading to potential asset-liability mismatches;
- Anticipation of increase in Expected Credit Loss ("ECL") due to general slowdown in the Indian economy on account of pandemic and extension of RBI mandated moratorium;
- A slowdown on further branch expansion;
- Downgrades in our credit ratings; and
- Implementation of a no increment policy for our employees and other cost optimization measures.

While our Company continued to be operational during the lockdown in accordance with the guidelines issued by the Ministry of Home Affairs and the concerned State Governments, from time to time, there can be no assurance that upon complete easing of the pandemic containment measures, economic activity in general or the level of business of our Company in the past will continue to exist. Additionally, as we gradually transition towards pre-pandemic levels of office

attendance for our employees, sanitisation and precautionary measures undertaken may cause our Company to incur additional expenses to maintain the health of customers visiting our branches and employees, including operating with limited staff or at limited times, which in turn will impact our business and results of operations. Further, if any of our employees contract COVID-19 and/or are unable to continue working, we may be compelled to undertake additional measures including temporary suspension of operations at a particular branch, which in turn will impact our business and results of operations.

As a part of the incentive package to help the Indian economy recover from the stagnation caused by the COVID-19 induced lockdown, the Ministry of Finance has announced various liquidity enhancement measures, including provision of funding to certain specified sectors such as micro, medium and small-scale enterprises. While the operational guidelines for the implementation of such liquidity enhancement schemes are gradually being disclosed, any requirement to provide additional credits to sectors, where we have limited experience, may require us to dedicate substantial manpower and resources towards understanding the nuances of such sectors. Additionally, given our limited experience in these sectors, we may be subjected to increased number of Stage 3 Assets.

The Company has made additional expected credit loss provision in the financial statements for the year ended March 31, 2021.

In the event that the containment measures have a significant adverse impact on the economic health of our customers in particular and the economy in general, our future prospects, profitability and results of operations may in turn be negatively impacted.

2. Instability of global and Indian economies and banking and financial sectors could affect the liquidity of our Company, which could have a material adverse effect on our Company's financial condition.

The credit markets in India have faced significant volatility, dislocation and liquidity constraints in the past three financial years. The instability in the Indian credit markets has in the past resulted from significant write downs of asset value of financial institutions including banks (primarily in the public sector), housing finance companies and non-banking financial companies.

Any protracted instability in the Indian credit markets or other macro-economic factors which may impact the overall liquidity available in the Indian credit markets in general or the amount of credit available to non-banking financial companies in particular, could adversely impact our ability to raise funds in a timebound manner and at commercially acceptable terms.

Non-availability of credit may lead to disruption in our business, including asset-liability mismatches and an inability to grow our business, and may require our Company to seek alternate sources of funding, which may not be available on commercially acceptable terms or at all.

3. Our financial performance is highly sensitive to interest rate volatility and our lending and treasury operations may be impacted by any volatility in such interest rates, which could cause our net interest income and margins to decline and adversely affect our return on assets and profitability.

Our results of operations are substantially dependent upon the level of our net interest margins. As of March 31, 2021, our gross loan assets were Rs. 1,16,191.59 crore as compared to Rs. 1,08,501.71 crore of March 31, 2020. We provide loans at fixed rates of interest. We borrow funds on both fixed and floating rates. As of March 31, 2021, approximately 90.02% of our borrowings were at fixed rates and 9.98% of our borrowings were at floating interest rates. We are exposed to interest rate risks as a result of lending to customers predominantly at fixed interest rates (and we typically do not have an escalation clause in our agreements), amounts and for periods which may differ from our funding sources. Interest rates are highly sensitive to many factors beyond our control, including the monetary policies of the RBI, deregulation of the financial sector in India, domestic and international economic and political conditions and other factors, which have historically generated a high degree of volatility in interest rates in India. Difficult conditions in the global and Indian economy can affect the availability of credit. Volatility in interest rates in our borrowing operations can materially and adversely affect our financial performance and cash flows. In a rising interest rate environment, if the yield on our interest-earning assets does not increase simultaneously with or to the same extent as our cost of funds, or, in a declining interest rate environment, if our cost of funds does not decline simultaneously or to the same extent as the yield on our interest-earning assets, our net

interest income and net interest margin would be adversely impacted. Additional risks arising from increasing interest rates, among others, include:

- increases in the rates of interest charged on various loans in our loan portfolio, which could result in the extension of loan maturities and higher monthly instalments due from borrowers which, in turn, could result in higher rates of default;
- reductions in the volume of commercial vehicle loans as a result of clients' inability to service high interest rate payments; and
- reduction in the value of fixed income securities held in our investment portfolio.

Accordingly, our operations are susceptible to fluctuations in interest rates. Interest rates are highly sensitive and fluctuations thereof are dependent upon many factors which are beyond our control, including the monetary policies of the RBI, de-regulation of the financial services sector in India, domestic and international economic and political conditions, inflation and other factors, which may also adversely affect our treasury operations. Difficult conditions in the global and Indian economy can affect the availability of credit. In a rising interest rate environment, especially if the rise is sudden or sharp, we could be adversely affected by the decline in market value of our securities portfolio and other fixed income securities. We cannot assure that we will enter into any interest rate hedging instruments to adequately hedge against interest rate volatility in the future.

4. *Our business requires raising substantial capital through borrowings and any disruption in funding sources would have a material adverse effect on our liquidity, financial condition and/or cash flows.*

As an asset finance company, our liquidity and on-going profitability are, in large part, dependent upon our timely access to, and the costs associated with, raising capital. As of March 31, 2021, 84.76% of our borrowed funds consisted of funds raised from financial institutions and banks (including public issues of non-convertible debentures), while the remaining 15.24% consisted of funds raised through retail borrowings. Our funding requirements are predominantly met through term loans from banks (including cash credit and external commercial borrowings), the issue of redeemable non-convertible debentures and deposits (including public and corporate deposits), which constituted 39.08%, 20.15 % and 15.29 % of our total borrowings, respectively, as of March 31, 2021. Our credit providers include nationalised banks, private Indian banks, foreign institutional investors and foreign banks and we also rely on domestic retail investors. Our business, therefore, depends and will continue to depend on our ability to access diversified funding sources. Our ability to raise funds on acceptable terms and at competitive rates continues to depend on various factors including our credit ratings, the economic and regulatory environment and policy initiatives in India, developments in the international markets whether affecting the Indian economy or not, investors' and/or lenders' perception of demand for debt and equity securities of NBFCs and our current and future results of operations and financial condition. Changes in economic and financial conditions or continuing lack of liquidity in the market could make it difficult for us to access funds at competitive rates. Any such disruption in our ability to access primary funding sources at competitive costs would have a material adverse effect on our liquidity, financial condition and/or cash flows.

5. *Shriram Insight Share Broker Limited ("SISBL"), a Group Company, has received a show cause notice for violation of provisions of SEBI circulars issued under the SEBI (Stock Brokers and Sub-Brokers) Regulations, which if adversely determined may subject SISBL to penalties.*

SISBL, has received a show cause notice (SEBI/EAD-4/GR/KG/OW/10733/1/2020) dated June 1, 2020 ("SCN") from the adjudication officer alleging the violation of various SEBI circulars issued under the Stock Broker Regulations in relation for (i) failure to send pledge statements to clients; (ii) failure to settle or retention of huge amounts of securities in excess of obligations of clients (ranging from Rs. 8.37 lakhs to Rs. 6.78 crore); (iii) failure to report fund balances; and (iv) failure to upload KYC data.

SISBL is in the process of responding to the SCN. As on the date SISBL or our Company cannot ascertain the monetary impact of any adverse determination, if made, by the adjudication officer pursuant to the SCN proceedings.

Further, SISBL, by way of orders dated April 30, 2020 and June 26, 2020 has been penalised amounts of Rs. 200,000 and Rs. 1,000,000, respectively, by adjudicating officers, on account of violation of the minimum maintenance margin as specified under the SEBI Circular no. SEBI/MRD/SE/SU/Cir-15/04 dated March 19, 2004, various non-compliances under the Stock Broker Regulations, including the Code of Conduct under the Stock Broker Regulations. SISBL is currently

evaluating further options in relation to preferring an appeal against the orders dated April 30, 2020 and June 26, 2020.

Further, in the event that the SCN is determined adversely against SISBL or if any appeal filed by SISBL against the orders dated April 30, 2020 and June 26, 2020 are rejected or determined in a fashion adverse to SISBL's interests, SISBL may be subject to adverse actions, including monetary penalties. Further, any adverse order against SISBL may have an adverse reputational impact on our Company, which in turn may adversely impact our future profitability and results of operations.

Shriram Insight Share Broker Limited ("SISBL"), by way of adjudication order no Order/GR/KG/2020-21/9396 dated October 13, 2020 has been penalised an amount of Rs.500,000 by the adjudicating officer, on account of violation of various SEBI circulars issued under the Stock Broker Regulations in relation for (i) failure to send pledge statements to clients; (ii) failure to settle or retention of huge amounts of securities in excess of obligations of clients (ranging from Rs. 8.37 lakhs to Rs. 6.78 crore); (iii) failure to report fund balances; and (iv) failure to upload KYC data. SISBL has paid the penalty amount. SISBL is currently evaluating further options in relation to preferring an appeal against the order dated October 13, 2020.

6. *If we are unable to manage the level of non-performing assets or stage 3 in our loan portfolio, our financial position, results of operations and cash flows may suffer.*

In the past, we have seen increasing levels of Stage 3 Assets in our loan portfolio. As per our Standalone Financial Statements, our gross Stage 3 Assets were Rs. 8,292.81 crore and Rs. 9,177.08 crore on March 31, 2021 and March 31, 2020, respectively, and our net Stage 3 Assets were Rs. 4,806.68 crore and Rs. 5,991.13 crore as at March 31, 2021 and March 31, 2020, respectively. As per our Standalone Financial Statements, our Stage 3 Assets as a percentage of total loan assets was 7.14% and 8.46% as at March 31, 2021 and March 31, 2020, respectively and our net Stage 3 Assets as a percentage of net loan assets was 4.26% and 5.69% as at March 31, 2021 and March 31, 2020, respectively.

As a part of the incentive package to help the Indian economy recover from the stagnation caused by the COVID-19 induced lockdown, the Ministry of Finance has announced various liquidity enhancement measures, including provision of funding to certain specified sectors such as micro, medium and small-scale enterprises. Any requirement to provide additional credits to sectors, where we have limited experience, may require us to dedicate substantial manpower and resources towards understanding the nuances of such sectors. Additionally, given our limited experience in these sectors, we may be subjected to increased number of Stage 3 Assets.

We cannot be sure that we will be able to improve our collections and recoveries in relation to our Stage 3 Assets, or otherwise adequately control our level of Stage 3 Assets in the future. We have also seen an increase in our Gross Stage 3 Assets on account of changes in RBI regulations pertaining to time period for classification of our assets as Stage 3 Assets in the past. Any further changes in RBI norms may cause further impediments in our ability to maintain our assets as standard.

Our company being a non-banking finance company registered with RBI is mainly into financing of pre-owned commercial vehicles, which sector has been adversely affected pursuant to the COVID-19 and consequently the COVID-19 disruptions may have an adverse impact on the repayment capacity by our customers of the loans taken from us. Amongst various measures announced to mitigate the economic impact from COVID-19 virus pandemic, the RBI has also issued circulars dated March 27, 2020 and April 17, 2020 (the "RBI Moratorium Circulars") allowing lending institutions to offer a moratorium to customers on payment of instalments falling due between March 1, 2020 and August 31, 2020. Further the RBI Moratorium Circulars also state that such a moratorium period can be excluded from the number of days past due for effecting a downgrade in asset classification. However, though the moratorium should help address some near-term pressures, it may not materially change the anticipated long term deterioration in customers repayment capacity. This may lead to deterioration in our asset quality/ delayed recoveries and increased Stage 3 Assets.

In certain cases where a customer has delayed payments but has demonstrated an ability to continue servicing the relevant loan, we generally do not enforce the security and take possession of the financed vehicle but we allow the loan to remain outstanding and continue without restructuring, which can adversely affect the position of our asset quality and Stage 3 Assets/ECL provisioning. There can also be no assurance that in such cases the customer would not continue to delay

payments, which could adversely affect our profitability and cash flows.

If we are not able to control or reduce our level of Stage 3 Assets, the overall quality of our loan portfolio may deteriorate, and our results of operations and/or cash flows may be adversely affected. Furthermore, in future our provisions may not be adequate when compared to the loan portfolios of other financial institutions. Moreover, there also can be no assurance that there will be no further deterioration in our provisioning coverage as a percentage of Stage 3 Provision coverage as a percentage of Stage 3 Assets or otherwise, or that the percentage of Stage 3 Assets that we will be able to recover will be similar to our past experience of recoveries of Stage 3 Assets. In the event of any deterioration in our Stage 3 Assets/impaired portfolio, there could be an even greater adverse impact on our results of operations and/or cash flows.

The RBI regulates some aspects of the recovery of non-performing loans, such as the use of recovery agents. Any limitation on our ability to recover, control and reduce non-performing loans as a result of these guidelines or otherwise could affect our collections and ability to foreclose on existing Stage 3 Assets.

As of March 31, 2021, our Stage 3 Provision coverage was 42.04%. In the event the overall credit quality of our loans deteriorates, the current level of our provisioning may be inadequate to cover the increase in our Stage 3 Assets. There can be no assurance that there will be no deterioration in the provisioning coverage as a percentage of gross Stage 3 Assets or otherwise or that the percentage of Stage 3 Assets that we will be able to recover will be similar to our past Stage 3 Assets recovery experience.

7. Our business is focused on commercial vehicle finance for new and pre-owned commercial vehicles and any adverse developments in this sector and the automobile and transportation industry would adversely affect our results of operations.

As we focus on providing financing for pre-owned and new commercial vehicles, our asset and Stage 3 Assets portfolios have, and will likely continue in the future to have, a high concentration of pre-owned and new commercial vehicle financing arrangements. As of March 31, 2021, our product portfolio for commercial vehicle financing comprised of 89.19% pre-owned, 6.70% new commercial vehicles and 4.11% other loans.

Our business is, therefore, entirely dependent on various factors that impact this vehicle segment such as the demand for transportation services in India, changes in Indian regulations and policies affecting pre-owned commercial vehicles, natural disasters and calamities, and the macroeconomic environment in India and globally. For example, prolonged lockdown due to the COVID-19 pandemic resulted in the RTOs and dealers being closed for operations during which period, no fresh registration of vehicles was possible. Further, the MoRTH is proposing to introduce a vehicle scrappage policy, which may reduce the overall life and road-worthiness of commercial vehicles or lead to a shift in preference for newer vehicles. For example, if substantial credit is provided under the scrappage policy for removal of older vehicles, customers may have greater incentive or resources to acquire new vehicles, which in turn may lead to reduced demand for pre-owned vehicles. Such factors may result in a decline in the sales or value of new and pre-owned commercial vehicles. Therefore, the demand for finance for pre-owned and new commercial vehicles may decline, which in turn may adversely affect our financial condition, the results of our operations and/or cash flows. In addition, the ability of commercial vehicle owners and/or operators to perform their obligations under existing financing agreements may be adversely affected if their businesses suffer.

Our business, to a large extent, depends on the continued growth in the automobile and transportation industry in India, which is influenced by a number of extraneous factors which are beyond our control, inter-alia including (a) the macroeconomic environment in India, (b) the demand for transportation services, (c) natural disasters and calamities, and (d) changes in regulations and policies in connection with motor vehicles. Such factors may result in a decline in the sales or value of new and pre-owned CVs. The proposed vehicle scrappage policy, which if implemented may alter the demand for pre-owned vehicles. Correspondingly, the demand for availing finance for new and pre-owned commercial vehicles may decline, which in turn may adversely affect our financial condition and the results of our operations. Further, the ability of CV owners and/or operators to perform their obligations under existing financing agreements may be adversely affected if their businesses suffer as a result of the aforesaid factors.

Our business is not diversified and any factor which adversely impacts our pre-owned commercial vehicle segment may have a disproportionate impact on our operations, profitability and/or cash flows.

8. *High levels of customer defaults could adversely affect our business, financial condition, results of operations and/or cash flows.*

Our primary business involves lending money to commercial vehicle owners and operators in India, and we are subject to customer default risks including default or delay in repayment of principal or interest on our loans. Moreover, our customer base has, and will likely continue in the future to have, a high concentration of first time buyers (“FTBs”) and small road transport operators (“SRTOs”). Customers may default on their obligations to us as a result of various factors including bankruptcy, lack of liquidity, lack of business and operational failure. If borrowers fail to repay loans in a timely manner or at all, our financial condition, results of operations and/or cash flows will be adversely impacted.

In addition, our customer portfolio principally consists of SRTOs and FTBs that lack banking habits and individual borrowers generally are less financially resilient than larger corporate borrowers and, as a result, they can be more adversely affected by declining economic conditions and become unable to make timely payments in respect of the loans availed by them. In addition, a significant majority of our client base belongs to the low-income group. The owners and/or operators of commercial vehicles we finance often do not have any credit history supported by tax returns and other related documents which would enable us to assess their creditworthiness. Further, the outbreak of COVID-19 has adversely impacted the economy and is likely to impact the ability of SRTOs, FTBs and the low-income consumer group to make timely payments. In addition, the ability of commercial vehicle owners and/or operators to perform their obligations under existing financing agreements may be adversely affected if their businesses suffer as a result of the aforesaid factors.

Furthermore, unlike several developed economies, a nationwide credit bureau covering our customers does not exist, so there is less financial information available about the creditworthiness of individuals, particularly our client segment that is mainly from the low-income group and which typically has limited access to other financing sources. It is therefore difficult to carry out precise credit risk analyses on our clients. Although we follow certain procedures to evaluate the credit profile of our customers at the time of sanctioning a loan, we generally rely on the referrals from the local trucking community and value of the commercial vehicle provided as underlying collateral rather than on a stringent analysis of the credit profile of our customers. We may also not receive updated information regarding any change in the financial condition of our customers or may receive inaccurate or incomplete information as a result of any fraudulent misrepresentation on the part of our customers. Although we believe that our risk management controls are sufficient, we cannot be certain that they will continue to be sufficient or that additional risk management policies for individual borrowers will not be required.

Failure to continuously monitor the loan contracts, particularly for individual borrowers, could adversely affect our credit portfolio which could have a material and adverse effect on our results of operations, financial condition and/or cash flows.

9. *We may not be able to recover, on a timely basis or at all, the full value of collateral or amounts which are sufficient to cover the outstanding amounts due under defaulted loans.*

As a security interest for the financing facilities provided by us to our customers, the vehicles purchased by our customers are hypothecated in our favour. The value of the vehicle, however, is subject to depreciation, deterioration and/or reduction in value on account of other extraneous reasons, over the course of time. Consequently, the realisable value of the collateral for the credit facility provided by us, when liquidated, may be lower than the outstanding loan from such customers, even where we successfully repossess and liquidate the collateral. Any default in repayment of the outstanding credit obligations by our customers may expose us to losses. Furthermore, in the case of a default, we may repossess the commercial vehicles financed and sell such vehicles. The hypothecated vehicles, being movable property, may be difficult to locate or seize in the event of any default by our customers. Accordingly, there can be no assurance that we will be able to successfully repossess the vehicles, and even if we do, there can also be no assurance that we will be able to sell such vehicles provided as collateral at prices sufficient to cover the amounts under default. In addition, there may be delays associated with such processes. A failure or delay to recover the expected value from sale of collateral security could expose us to a potential loss. Any such losses could adversely affect our financial condition, results of operations and/or cash flows. Furthermore, enforcing our legal rights by litigating against defaulting customers, even if governed by an arbitration clause, is generally a slow and potentially expensive process in India. Accordingly, it may be difficult for us to recover amounts owed by defaulting customers in a timely manner or at all. The recovery of monies from defaulting customers may be further compounded by the fact that we do not generally insist on, or receive, post-dated cheques as security towards the timely repayment of dues from customers to whom we have provided loans. Further if we are unable to sell any repossessed vehicles provided as security for such loans at commercially favourable prices, in a timely manner or at all, we may not recover the costs of maintaining such repossessed vehicles and our operations, cash flows and profitability could be

adversely affected.

10. *We operate in an increasingly competitive financial services industry, which creates significant pricing pressures and may adversely affect our net interest margins, income and market share. Further, our growth depends on our ability to compete effectively in this competitive environment.*

The financial services market is being served by a range of financial entities, including traditional banking institutions, public sector banks, NBFCs and small finance banks. Our competitors may have greater financial resources, may be larger in terms of business volume and customer base, have greater brand recognition among customers, better institutional distribution platforms, may have more attractive schemes for customers in the post COVID-19 situation and may have lower cost of funds compared to us. Moreover, as interest rate is a key factor driving a customers' decision in selecting a financier, competitors may offer loans at lower rates, owing to access to lower cost of capital, to retain market share. This competition is likely to further intensify as more and more international and domestic players enter into Indian financial services industry as a result of regulatory changes. Our future success will depend, to a large extent, on our ability to respond in a timely and effective manner to these competitive pressures. There can be no assurance that we will be able to compete successfully with such competitors and gain market share.

We primarily provide vehicle finance loans to FTBs and SRTOs. Our primary competition historically has been private unorganized financiers who principally operate in the local market. However, the significant growth in the commercial vehicle finance segment in recent periods has attracted private banks and NBFCs increasing their focus on this segment. In addition, interest rate deregulation and other liberalization measures affecting the commercial vehicle finance sector, together with increased demand for capital by FTBs and SRTOs, have resulted in increased competition.

If we are unable to compete effectively with other participants in the commercial vehicle finance sector, our business, future financial performance and the trading price of the Equity Shares may be adversely affected.

11. *Our Company is involved in certain legal proceedings including in relation to certain legislation relating to “money lending” activities which, if determined against us, could have a material adverse effect on our goodwill, financial condition, results of operations and cash flows.*

Our Company is currently involved in a number of legal proceedings arising in the ordinary course of our business or which are incidental to our business and operations, including certain criminal proceedings, civil proceedings, tax proceedings and cases under the Negotiable Instruments Act, 1881 and certain legislation relating to “money lending” activities which, if determined against us, could have a material adverse effect on our goodwill, financial condition, operation results and cash flows. These proceedings are pending at different levels of adjudication before various courts and tribunals, primarily relating to civil suits and tax disputes.

The Company has filed an appeal before the Supreme Court of India in connection with a writ petition filed by our Company challenging the action of the Commissioner of Commercial Taxes, Kerala, directing our Company to register under the provisions of the Kerala Money Lenders Act, 1958. Further, our Company has filed a writ petition against the State of Karnataka before the High Court of Karnataka, inter alia, seeking a declaration that the provisions of the Karnataka Money Lenders Act, 1961, and the Karnataka Prohibition of Charging Exorbitant Interest Act, 2004 do not apply to our Company. This matter is currently pending hearing. In the event of any adverse ruling, our Company may be required to register as a money lending entity and will be required to comply with the provisions of such legislation within the relevant States and similar regulatory authorities in other States in India where we currently carry on business or propose to carry on business in the future, including imposition of caps on the interest rates which can be charged by our Company. If we are required to comply with such interest rate limits or any other conditions specified under such legislation, our interest income and net interest margin may be adversely impacted as well as the conduct of our operations.

There can be no assurance that these proceedings will be decided in our favour or that penal or other action will not be taken against our Company and/or any senior management party to such proceedings. In the event of any adverse ruling, our Company may be required to register as a money lending entity and will be required to comply with the provisions of such legislation within the relevant states and similar regulatory authorities in other states in India where we currently carry on business or propose to carry on business in the future, including imposition of caps on the interest rates which can be charged by our Company. If we are required to comply with such interest rate limits or any other conditions specified under such legislation, our interest income and net interest margin may be adversely impacted as well as the conduct of our

operations.

12. *There are outstanding legal proceedings against our Company which may adversely affect our business, financial condition and results of operations.*

There are outstanding legal proceedings against our Company that are in the ordinary course of business or are incidental to our business and operations, including certain criminal proceedings, civil proceedings and tax proceedings and cases under the Negotiable Instruments Act, 1881 and certain legislation relating to “money lending” activities which, if determined against us, could have a material adverse effect on our goodwill, financial condition, results of operations and cash flows. These proceedings are pending at different levels of adjudication before various courts and tribunals, primarily relating to civil suits and tax disputes.

The Company has filed an appeal before the Supreme Court of India in connection with a writ petition filed by our Company challenging the action of the Commissioner of Commercial Taxes, Kerala, directing our Company to register under the provisions of the Kerala Money Lenders Act, 1958. Further, our Company has filed a writ petition against the State of Karnataka before the High Court of Karnataka, inter alia, seeking a declaration that the provisions of the Karnataka Money Lenders Act, 1961, and the Karnataka Prohibition of Charging Exorbitant Interest Act, 2004 do not apply to our Company. In the event of any adverse ruling, our Company may be required to register as a money lending entity and will be required to comply with the provisions of such legislation within the relevant States and similar regulatory authorities in other States in India where we currently carry on business or propose to carry on business in the future, including imposition of caps on the interest rates which can be charged by our Company. If we are required to comply with such interest rate limits or any other conditions specified under such legislation, our interest income and net interest margin may be adversely impacted as well as the conduct of our operations.

Further, there can be no assurance that the pending proceedings will be decided in our favour or that penal or other action will not be taken against our Company and/or any senior management party to such proceedings and/or or that the provisions we make will be adequate to cover all losses we may incur in such proceedings, or that our actual liability will be as reflected in any provision that we have made in connection with any such legal proceedings. We may be required to devote management and financial resources in the defence or prosecution of such legal proceedings. If a number of these disputes are determined against our Company and if our Company is required to pay all or a portion of the disputed amounts or if we are unable to recover amounts for which we have filed recovery proceedings, there could be a material and adverse impact on our reputation, business, financial condition and results of operations.

In addition, should any new developments arise, such as changes in Indian law or rulings against us by the regulators, appellate courts or tribunals, we may need to make provisions in our financial statements, which could increase our expenses and current liabilities. If we fail to successfully defend our claims or if our provisions prove to be inadequate, our business, results of operations and financial condition could be adversely affected.

13. *Inaccurate appraisal of credit may adversely impact our business.*

We may be affected by the failure of employees to comply with internal procedures and the inaccurate appraisal of credit or financial worth of our clients. Inaccurate appraisal of credit may allow a loan sanction which may eventually result in a bad debt on our books of accounts. In the event that we are unable to check the risks arising out of such lapses, our business and results of operations may be adversely affected.

14. *A large part of our collections are in cash and consequently we face the risk of misappropriation or fraud by our employees.*

A significant portion of our collections from our customers is in cash. Large cash collections expose us to the risk of fraud, misappropriation or unauthorised transactions by our employees responsible for dealing with such cash collections. While we have taken insurance policies and coverage for cash in safes and in transit and undertake measures to detect and prevent any unauthorised transaction, fraud or misappropriation by our representatives and officers, this may not be sufficient to prevent or deter such activities in all cases, which may adversely affect our operations, profitability and/or cash flows. Further, we may be subject to regulatory or other proceedings in connection with any unauthorised transaction, fraud or misappropriation by our representatives and employees, which could adversely affect our goodwill, business prospects and future financial performance.

Our business is also susceptible to fraud by dealers, distributors and other agents through the forgery of documents, multiple

financing of the same vehicle and unauthorized collection of instalments on behalf of our Company. Given the high volume of transactions involving cash processed by us, certain instances of fraud and misconduct by our representatives or employees may go unnoticed for some time before they are discovered, and others successfully rectified. Even when we discover instances of fraud and other misconduct and pursue legal recourse or file claims with our insurance carriers, there can be no assurance that we will recover any amounts lost through such fraud or other misconduct.

15. Our significant indebtedness and the conditions and restrictions imposed by our financing arrangements could restrict our ability to conduct our business and operations in the manner we desire. If we are not in compliance with the covenants contained in such financial arrangements, including obtaining the relevant consents from our lenders for the Issue, our lenders could accelerate their respective repayment schedules, and enforce their respective security interests, which would lead to an adverse effect on our business, results of operations and financial condition.

As per our Standalone Financial Statements, as of March 31, 2021, we had outstanding secured debt of Rs. 84,878.80 crore and unsecured debt of Rs. 21,317.61 crore. We will continue to incur additional indebtedness in the future. Most of our borrowings are secured by our immovable, movable and other assets. Our significant indebtedness could have several important consequences, including but not limited to the following:

- a portion of our cash flow may be used towards repayment of our existing debt, which will reduce the availability of our cash flow to fund working capital, capital expenditures, acquisitions and other general corporate requirements;
- our ability to obtain additional financing in the future at reasonable terms may be restricted or our cost of borrowings may increase due to sudden adverse market conditions, including decreased availability of credit or fluctuations in interest rates;
- fluctuations in market interest rates may affect the cost of our borrowings, as some of our indebtedness is at variable interest rates;
- there could be a material adverse effect on our business, financial condition, results of operations and/or cash flows if we are unable to service our indebtedness or otherwise comply with financial and other covenants specified in the financing agreements; and
- we may be more vulnerable to economic downturns, may be limited in our ability to withstand competitive pressures and may have reduced flexibility in responding to changing business, regulatory and economic conditions.

Some of our financing agreements also include various conditions and covenants that require us to obtain lender consents prior to carrying out certain activities and entering into certain transactions. Failure to meet these conditions or obtain these consents could have significant consequences on our business and operations. Specifically, under some of our financing agreements, we require, and may be unable to obtain, consents from the relevant lenders for, among others, the following matters: entering into any scheme of merger; spinning-off of a business division; selling or transferring all or a substantial portion of our assets; making any change in ownership or control or constitution of our Company; making amendments in our Memorandum and Articles of Association; and creating any further security interest on the assets upon which the existing lenders have a prior charge. Our financing agreements also typically contain certain financial covenants including the requirement to maintain, among others, specified debt-to-equity ratios, debt-to-net worth ratios, or Tier I to Tier II capital ratios that may be higher than statutory or regulatory requirements. These covenants vary depending on the requirements of the financial institution extending the loan and the conditions negotiated under each financing document. Such covenants may restrict or delay certain actions or initiatives that we may propose to take from time to time.

A failure to observe the covenants under our financing arrangements or to obtain necessary consents required thereunder may lead to the termination of our credit facilities, acceleration of all amounts due under such facilities and the enforcement of any security provided. Any acceleration of amounts due under such facilities may also trigger cross default provisions under our other financing agreements. If the obligations under any of our financing documents are accelerated, we may have to dedicate a substantial portion of our cash flow from operations to make payments under such financing documents, thereby reducing the availability of cash for our working capital requirements and other general corporate purposes. Further, during any period in which we are in default, we may be unable to raise, or face difficulties raising, further financing. Any of these circumstances could adversely affect our business, credit rating, financial condition, results of operations and/or

cash flows.

16. *If the performance of our portfolios relating to various credit and financing facilities deteriorates, our business, financial condition, results of operations and/or cash flows may be adversely affected.*

We have in the past acquired, and may in the future continue to acquire, portfolios relating to various credit and financing facilities from various originators including banks and other institutions, in the ordinary course of our business.

There can be no assurance that we will not experience any deterioration in the performance of any loan portfolio acquired by us or that may be acquired by us in the future. Any deterioration in such loan portfolios acquired by us, and an inability to seek recourse against loan portfolio originators, or otherwise recover the investments made in connection with the acquisition of such loan portfolios, would adversely impact our earnings realised from such loan portfolios and may adversely affect our business, financial condition and results of operations.

17. *We face increasing competition in our business which may result in declining margins if we are unable to compete effectively.*

We primarily provide vehicle finance loans to FTBs and SRTOs. Our primary competition historically has been private unorganised financiers who principally operate in the local market. However, the significant growth in the commercial vehicle finance segment in recent periods has resulted in various banks and non-banking finance companies ("NBFC") increasing their focus on this sector, particularly for new commercial vehicle finance. In addition, interest rate deregulation and other liberalisation measures affecting the commercial vehicle finance sector, together with increased demand for capital by FTBs and SRTOs, have resulted in an increase in competition.

All of these factors have resulted in our Company facing increased competition from other lenders in the commercial vehicle finance sector, including commercial banks and other NBFCs. Our ability to compete effectively will depend, to some extent, on our ability to raise low cost funding in the future. Furthermore, as a result of increased competition in the commercial vehicle finance sector, vehicle finance products are becoming increasingly standardised and variable interest rate and payment terms and lower processing fees are becoming increasingly common in the commercial vehicle finance sector in India. There can be no assurance that we will be able to react effectively to these or other market developments or compete effectively with new and existing players in the increasingly competitive commercial vehicle finance industry. Increasing competition may have an adverse effect on our net interest margin and other income, and if we are unable to compete successfully, our market share may decline.

If we are unable to compete effectively with other participants in the commercial vehicle finance or equipment finance sectors, our business, future financial performance and the trading price of the Debentures may be adversely affected.

18. *We may not be able to successfully sustain our growth strategy.*

In recent years, we have experienced substantial growth. Our growth strategy includes growing our branch network and presence in rural centres. There can be no assurance that we will be able to sustain our growth strategy successfully or that we will be able to expand further or diversify our product portfolio. If we grow our branch network and presence too rapidly or fail to make proper assessments of credit risks associated with new borrowers, a higher percentage of our loans may become non-performing, which would have a negative impact on the quality of our assets and our financial condition.

We also face a number of operational risks in executing our growth strategy. We have experienced rapid growth in our commercial vehicle finance business; our branch network has expanded significantly, and we are entering into new, smaller towns and cities within India as part of our growth strategy. Our rapid growth exposes us to a wide range of increased risks, including business risks, such as the possibility that a number of our impaired loans may grow faster than anticipated, as well as operational risks, fraud risks and regulatory and legal risks. It will also place significant demands on our management, financial and other resources and will require us to continuously develop and improve our operational, financial and internal controls. Moreover, our ability to sustain our rate of growth depends significantly upon our ability to manage key issues such as selecting and retaining key managerial personnel, maintaining effective risk management policies, continuing to offer products which are relevant to our target base of clients, developing managerial experience to address emerging challenges and ensuring a high standard of client service. We will need to recruit new employees, who will have to be trained and integrated into our operations. We will also have to train existing employees to adhere properly to internal controls and risk management procedures. Failure to train our employees properly may result in an increase in employee attrition rates, require additional hiring, erode the quality of customer service, divert management resources,

increase our exposure to high-risk credit and impose significant costs on us.

Further, current spread of the COVID-19 virus is adversely affecting, and is expected to continue to adversely affect, our operations, business, liquidity, profitability and cashflows and a sustained economic slowdown may impact our ability to successfully sustain our growth strategy.

19. *We may not be able to successfully consolidate and expand our product portfolio.*

We intend to consolidate and expand our product portfolio as part of our growth strategy. As per our Standalone Financial Statements, as of March 31, 2021, our assets under our management product portfolio comprised heavy commercial vehicles, medium and light commercial vehicles, passenger vehicles, tractors, business loans and other loans, which constituted 47.51%, 24.68%, 20.99%, 2.72%, 1.74% and 2.36%, respectively, of our total AUM.

We cannot assure that such diversification or expansion of operations will in future yield and/or continue to yield favourable or expected results, including acceptance of any new products/ services and/or business ventures by customers, as our overall profitability and success will be subject to various factors, including, among others, our ability to obtain necessary statutory and/or regulatory approvals and licences, our ability to effectively recruit, retain and motivate appropriate managerial talent and ability to compete with banks and other NBFCs that are already well established in this market segment, as well as our ability to effectively absorb additional infrastructure costs. Failure of diversification or expansion may result in our inability to recover pre-operative expenses and launch costs.

Further, current spread of the COVID-19 is adversely affecting, and is expected to continue to adversely affect, our operations, business, liquidity, profitability and cash flows and a sustained economic slowdown may impact our ability to successfully sustain our growth strategy.

20. *Our Joint Statutory Auditors have provided a matter of emphasis relating to the Financial Statements of our Company. We cannot assure you whether such matter of emphasis will not arise in the future.*

Our Joint Statutory Auditors have included a matter of emphasis in their report to the Financial Statements for the year ended March 31, 2020. The Joint Statutory Auditors have drawn attention to the classification of assets as on March 31, 2020 with respect to the accounts which were overdue but standard as on February 29, 2020 and to whom moratorium benefit had been granted. Investors should consider these matters in evaluating our financial position, cash flows and results of operations. There is no assurance that our auditors' reports for any future Fiscal periods will not contain such matters of emphasis.

21. *Our loan portfolio may no longer continue to be classified as priority sector advances by the RBI.*

The RBI currently mandates domestic commercial banks (excluding regional rural banks and small finance banks) operating in India, and foreign banks, to maintain an aggregate 40% of adjusted net bank credit or a credit equivalent amount of off-balance-sheet exposure, whichever is higher as "priority sector advances." These include advances to agriculture, micro, small and medium enterprises (including SRTOs, which constitute the largest proportion of our loan portfolio), export credit, education loans, housing loans, loans for building social infrastructure and renewable energy and advances to weaker sections where the Government seeks to encourage flow of credit for developmental reasons. Banks in India that have traditionally been constrained or unable to meet these requirements organically have relied on specialized institutions such as us that are better positioned to or exclusively focus on originating such assets for meeting these targets, through co-origination of such assets, purchase of assets or investments in securitized assets

In the event that any part of our loan portfolio is no longer classified as a priority sector advance by the RBI, or if the commercial banks directly start providing 'priority sector advances', or if the laws relating to priority sector lending as applicable to the banks undergo a change, our ability to securitise our asset pool will be hampered, which may adversely affect our financial condition, results of operations and/or cash flows. While scheduled commercial banks may still choose to lend to NBFCs they may charge higher rates to do so because these loans no longer count towards their priority sector lending requirements. This may lead to an increase in the rates at which such loans have historically been offered to us, thus increasing our borrowing costs and adversely affecting our financial condition and results of operation.

As a result of these developments, our access to funds and the cost of our capital may be adversely affected and to the extent

we are unable to secure replacement funding at similar cost or at all, our results of operations could be adversely affected.

22. *We may experience difficulties in expanding our business into new regions and markets in India.*

As part of our growth strategy, we continue to evaluate attractive growth opportunities to expand our business into new regions and markets in India. Factors such as competition, culture, regulatory regimes, business practices and customs and customer requirements in these new markets may differ from those in our current markets, and our experience in our current markets may not be applicable to these new markets. In addition, as we enter new markets and geographical regions, we are likely to compete not only with other banks and financial institutions but also the local unorganised or semi-organised private financiers, who are more familiar with local regulations, business practices and customs, and have stronger relationships with customers. In particular, some of our competitors may have operational advantages in terms of access to broader knowledge sources and client base and implementation of newer technologies and rationalizing related operational costs.

As March 31, 2021, we had 1,817 branches, including 820 branches in rural centres. If we were to expand our branch network further, any such expansion may be hit by challenges localized to such centres, including any political instability, terrorism or military conflict in these regions, occurrence of natural or man-made disasters, infectious disease outbreaks or other serious public health concerns, dependence on adequate monsoon and lower employment opportunities compared to urban areas. If we grow our branch network and presence too rapidly or fail to make proper assessments of credit risks associated with new borrowers, a higher percentage of our loans may become non-performing, which would have a negative impact on the quality of our assets and our financial condition.

If we plan to expand our geographical footprint, our business may be exposed to various additional challenges, including: obtaining necessary governmental approvals; identifying and collaborating with local business and partners with whom we may have no previous working relationship; successfully gauging market conditions in local markets with which we have no previous familiarity; attracting potential customers in a market in which we do not have significant experience or visibility; being susceptible to local taxation in additional geographical areas of India; and adapting our marketing strategy and operations to different regions of India in which different languages are spoken. Our inability to expand our current operations may adversely affect our business prospects, financial conditions, results of operations and/or cash flows.

23. *Any downgrade of our credit ratings would increase borrowing costs and constrain our access to capital and lending markets and, as a result, would negatively affect our net interest margin and our business.*

The cost and availability of capital is also dependent on our short-term and long-term credit ratings. Ratings reflect a rating agency's opinion of our financial strength, operating performance, strategic position and ability to meet our obligations. Our Company's credit rating have been recently upgraded by S&P Global Ratings from BB-/Watch Negative/B to BB-/Stable/B; India Ratings and Research has placed the long-term issuer rating of our Company to IND AA+/Stable from Rating Watch Negative; CARE has revised its outlook on the long term debt instruments of our Company from Negative to Stable and CRISIL has revised its outlook on the long term debt instruments, bank facilities and fixed deposit programme of our Company from Negative to Stable, respectively. In relation to our short and long term debts, as of March 31, 2021, we have ratings of CRISIL rating of 'CRISIL AA+/Stable' for subordinated debt, 'CRISIL AA+/Stable' for NCDs, 'CRISIL PP-MLD AA+/r/Stable' for long term principal protected market linked debentures, 'FAAA/Stable' for fixed deposit programme and 'CRISIL A1+' for commercial paper. India Ratings and Research of 'IND AA+/Stable' for NCDs, 'IND AA+/Stable/IND A1+' for bank loans, 'IND AA+/Stable' for subordinated debt, 'IND A1+' for Short-term debt/commercial paper (CP) programme and 'IND tAA+/Stable' for term deposit. S&P Global Ratings gave a rating of 'BB-/Stable/B' as Company's credit rating and 'BB-/Stable' for senior secured notes. CARE Ratings has given a rating of 'CARE AA+/Stable' for our NCDs and subordinated debts, and 'CARE A1+' for our commercial papers. Fitch Ratings gave a rating of 'BB /Outlook Negative' for the local currency long term issuer default rating, 'B' for short term issuer default rating, 'BB /Negative Outlook' for local currency long term issuer default rating, 'BB Outlook Negative' for senior unsecured long term rating and 'BB Outlook Negative' for senior secured long term rating.

Any downgrade of our credit ratings would increase borrowing costs and constrain our access to capital and debt markets and, as a result, would negatively affect our net interest margin and our business. In addition, downgrades of our credit ratings could increase the possibility of additional terms and conditions being added to any additional financing or refinancing arrangements in the future. A downgrade of our credit ratings could also result in our lenders accelerating the repayment of certain of our borrowers in accordance with the terms of our borrowing arrangements with lenders. The ratings provided by credit rating agencies may be suspended, withdrawn or revised at any time by the assigning rating agency and should be evaluated independently of any other rating. These ratings are not a recommendation to buy, sell or hold securities

and investors should take their own decisions. Any such adverse development could adversely affect our business, financial condition, results of operations and/or cash flows.

24. *If we are unable to successfully expand, maintain or leverage our partnership arrangements with private financiers involved in commercial vehicle financing, our business prospects, results of operations, financial conditions and/or cash flows may be adversely affected.*

Our revenue sharing arrangements with private financiers involved in commercial vehicle financing across India is an integral part of our growth strategy. As of March 31, 2021, we have entered into strategic agreements with private financiers ranging from individual financiers and small local private financiers, including other NBFCs, to capitalise on their local knowledge, infrastructure and personnel base of our partners in order to source new customers. The revenue-sharing arrangements are at pre-determined amounts.

There can be no assurance that the other party will comply with the procedural and other conditions specified by us in connection with our arrangements with them in the context of customer origination, the credit appraisal process, loan administration and monitoring and any loan recovery processes, or that our partners will not act in any manner that could adversely affect our reputation, brand, customer relationships or business interests. For example, we have in the past experienced certain instances of fraud by some parties. There can also be no assurance that we will be able to leverage and benefit from these arrangements to effectively source a sufficient volume of new customers and business commensurate to the revenue-sharing and other incentives provided to our partners under our arrangements with them. Further, our financiers or the personnel they employ may be engaged in unethical or unlawful behaviour or they may misrepresent or mis-sell our products and services. Due to this, we may also suffer from reputational and legal risks and these actions may materially and adversely affect our business, financial condition and results of operations.

In addition, we may not be able to identify suitable private financiers in the future with whom we can successfully work through such arrangements, or in joint marketing and customer support activities, and there can be no assurance that we will be able to ensure any level of success with such arrangements for any sustained period of time. Furthermore, there can be no assurance that there will not be any dispute with the other parties the arrangements in the future. If we are unable to successfully expand, maintain or leverage our arrangements and relationship with the parties to the arrangements, our business prospects, results of operations, financial conditions and/or cash flows may be adversely affected.

25. *A decline in our capital adequacy ratio could restrict our future business growth.*

All deposit taking NBFCs are required to maintain a minimum capital adequacy ratio, consisting of Tier I and Tier II capital, of not less than 15 % of its aggregate risk-weighted assets on balance sheet and risk-adjusted value of off-balance sheet items. Our capital adequacy ratio computed on the basis of applicable RBI requirements was 22.50% as of March 31, 2021 with Tier I capital comprising 19.94%. If we continue to grow our loan portfolio and asset base, we will be required to raise additional Tier I and Tier II capital in order to continue to meet applicable capital adequacy ratios with respect to our business. Any difficulty in accessing funds required for Tier I and Tier II capital, including accessing capital markets could result in decline of our capital adequacy ratio. Further any regulatory change to the capital adequacy ratio requirements shall also have an adverse effect on our growth as we may have to raise further capital to maintain the required capital adequacy ratio. There can be no assurance that we will be able to raise adequate additional capital in the future on terms favourable to us or at all, and this may adversely affect the growth of our business.

26. *As part of our business strategy we assign or securitise a substantial portion of our loan assets to banks and other institutions. Any deterioration in the performance of any pool of receivables assigned or securitised to banks and other institutions may adversely impact our financial performance and/or cash flows.*

As part of our means of raising and/or managing our funds, we assign or securitise a substantial portion of the receivables from our loan portfolio to banks and other institutions. Such assignment or securitisation transactions are conducted on the basis of our internal estimates of our funding requirements, which may vary from time to time. In Fiscals 2021 and 2020, our securitised and assigned assets at book value was Rs. 13,621.99 crore and Rs. 16,581.12 crore, respectively. Any change in statutory and/or regulatory requirements in relation to assignments or securitisations by financial institutions, including the requirements prescribed by RBI and the Government of India, could have an adverse impact on our assignment or securitisation transactions. The commercial viability of assignment and securitization transactions has been significantly affected by changes and developments relating to regulation governing such transactions. Such changes include:

- prohibition on carrying out securitization/ assignment transactions at rates lower than the prescribed base rate of the bank;
- prohibition on NBFCs such as our Company from offering credit enhancements in any form and liquidity facilities in the case of loan transfers through direct assignment of cash flows;
- minimum holding period or 'seasoning' and minimum retention requirements of assignment and securitization loans; and
- securitization/ assignments shall be eligible for classification under priority sector only if the interest rate charged to the ultimate borrower by the originating entity does not exceed base rate of such bank plus 8% per annum.

Any adverse changes in the policy and/or regulations in connection with securitisation of assets by NBFCs and/or new circulars and/or directions issued by the RBI in this regard, affecting NBFCs or the purchasers of assets, would affect the securitisation market in general and our ability to securitise and/or assign our assets.

The aggregate credit enhancement amounts outstanding as of March 31, 2021 and March 31, 2020 was Rs. 5,437.10 crore and Rs. 4,299.41 crore, respectively. For such transactions, in the event that a relevant bank or institution does not realise the receivables due under such loan assets, such bank or institution would have recourse to such credit enhancement, which could have a material adverse effect on our results of operations, financial condition and/or cash flows.

27. *System failures or inadequacy and security breaches in computer systems may adversely affect our business.*

Our business is increasingly dependent on our ability to process, on a daily basis, a large number of transactions. Our financial, accounting or other data processing systems may fail to operate adequately or become disabled as a result of events that are wholly or partially beyond our control, including a disruption of electrical or communications services.

Our ability to operate and remain competitive will depend in part on our ability to maintain and upgrade our information technology systems on a timely and cost-effective basis. The information available to and received by our management through our existing systems may not be timely and sufficient to manage risks or to plan for and respond to changes in market conditions and other developments in our operations. We may experience difficulties in upgrading, developing and expanding our systems quickly enough to accommodate our growing customer base and range of products.

Our operations also rely on the secure processing, storage and transmission of confidential and other information in our computer systems and networks. Our computer systems, software and networks may be vulnerable to unauthorised access, computer viruses or other malicious codes and other events that could compromise data integrity and security.

Any failure to effectively maintain or improve or upgrade our management information systems in a timely manner could materially and adversely affect our competitiveness, financial position and results of operations. Moreover, if any of these systems do not operate properly or are disabled or if there are other shortcomings or failures in our internal processes or systems, it could affect our operations or result in financial loss, disruption of our businesses, regulatory intervention or damage to our reputation. In addition, our ability to conduct business may be adversely impacted by a disruption in the infrastructure that supports our businesses and the geographical areas in which we are located.

28. *Some of our Directors may have interests in entities, which are in businesses similar to ours and this may result in conflicts of interest with us.*

As on the date of this Placement Memorandum, some of our Directors also have interests, as directors or shareholders in other entities engaged in the financial services space such as banks or other NBFCs, including certain of our related parties. There can be no assurance that such Directors will not be subject to conflicts of interest or that we will be able to deal with such conflicts of interest in a timely manner.

Further, commercial transactions in the future between us and related parties may result in conflicting interests which could have an adverse effect on our operations. Such factors may have an adverse effect on the results of our operations and financial condition.

29. *We may not be able to maintain our current levels of profitability due to increased costs or reduced spreads.*

Our business strategy involves a relatively high level of on-going interaction with our customers. We believe that this involvement is an important part of developing our relationship with our customers, identifying new cross selling opportunities and monitoring our performance. However, this level of involvement also entails higher levels of costs and also requires a relatively higher gross spread, or margin, on the finance products we offer in order to maintain profitability. There can be no assurance that we will be able to maintain our current levels of profitability if the gross spreads on our finance products were to reduce substantially, which could adversely affect our results of operations and/or cash flows.

30. *We face asset-liability mismatches which could affect our liquidity and consequently may adversely affect our operations, profitability and/or cash flows.*

We may face potential liquidity risks due to varying periods over which our assets and liabilities mature. Based on the structural liquidity position of our Company as on March 31, 2021 as per the RBI norms, our Company has positive asset liability mismatch of Rs. 13,986.53 crore over a period of six months until September 30, 2021. As is typical for NBFCs, a portion of our funding requirements is met through short-term funding sources such as bank loans, working capital demand loans, cash credit, short-term loans and commercial paper. Consequently, our inability to obtain additional credit facilities or renew our existing credit facilities, in a timely and cost-effective manner or at all, may lead to mismatches between our assets and liabilities, which in turn may adversely affect our operations, financial performance and/or cash flows. Further, mismatches between our assets and liabilities are compounded in case of pre-payments of the financing facilities we grant to our customers.

We cannot assure you that our business will continue to generate sufficient cash to enable us to service our existing debt or to fund our other liquidity needs. Further, changes in economic, regulatory and financial conditions or lack of liquidity in the market due to internal as well as external factors could adversely affect our ability to access funds at competitive rates, which could adversely affect our liquidity and financial condition.

31. *We have certain contingent liabilities which may adversely affect our financial condition.*

As per our Consolidated Financial Statements, as of March 31, 2021, we had certain contingent liabilities not provided for, which included a contingent liability as per Indian Accounting Standard 37 in respect of income tax demands where the Company has filed an appeal before various authorities of Rs. 133.63 crore, VAT demand where the Company has filed an appeal before various appellate courts aggregating Rs. 117.21 crore, a service tax demand where the Company has filed appeal before various authorities for Rs. 325.99 crore and penalty levied for contravention of the provisions of FEMA aggregating Rs. 5 crore. In the event that any of these contingent liabilities materialise, our financial condition may be adversely affected. Further, in the event there is a change in any statutory/ regulatory requirement with respect to contingent liabilities, our Company may be required to make additional provisions to meet the revised criteria which may have an adverse effect on our financial condition and profitability.

32. *The trademark/service mark and logo in connection with the “Shriram” brand which we use is licensed to us and consequently, any termination or non-renewal of such license may adversely affect our goodwill, operations and profitability. Our inability to register such logo and/or to adequately protect the same may adversely affect our goodwill, operations and profitability.*

Pursuant to a license agreement dated November 21, 2014 between our Company and Shriram Ownership Trust (“SOT”), as amended in terms of agreement dated March 18, 2016 and novated in terms of the deed of novation cum amendment dated May 17, 2019 entered into between our Company, SOT and Shriram Value Services Limited (“SVS”), we are entitled to use the brand name “Shriram” and the associated mark. In this regard, our Company had to pay royalty to SOT until September 30, 2019 and currently to SVS (since SOT had gifted all its intellectual property in the brand name “Shriram” and its associated marks to SVS, the royalty for the same commencing from September 30, 2019 is payable to SVS) on the gross turnover of our Company. Along with the royalty, our Company also was required to pay to SOT (until September 30, 2019) and now SVS (commencing from September 30, 2019) amounts by way of reimbursement of actual expenses incurred by SOT / SVS in respect of protection and defence of the copyright. The license agreement is valid until September 30, 2024, after which the agreement will be automatically renewed for a further period of five years on the same terms, unless otherwise decided by both parties or upon occurrence of a breach by either party of the material terms of the license

arrangement. The agreement is not terminable unless mutually agreed by both parties.

In the event such license agreement is terminated or is not renewed or extended in the future, we may not be entitled to use the brand name “Shriram” and the associated mark in connection with our business operations. Consequently, we will not be able to derive the goodwill that we have been enjoying under the “Shriram” brand. Further, if the commercial terms and conditions including the consideration payable pursuant to the said agreement are revised unfavourably, our Company may be required to allocate larger portions of its profits and/or revenues towards such consideration, which would adversely affect our profitability.

Our inability to register such logo and/or to adequately protect the same may adversely affect our goodwill, operations and profitability.

We operate in a competitive environment, and we believe that our brand recognition is a significant competitive advantage to us. If the license and user agreement is not renewed or terminated, we may need to change our name, trade mark/service mark or the logo. Any such change could require us to incur additional costs and may adversely impact our goodwill, business prospects and results of operations.

33. We depend on our brand reputation and our failure to maintain our product image could have a material adverse effect on our business, financial condition and results of operations.

We believe that the reputation of our brand among customers as a reliable company has contributed significantly to the growth and success of our business. Maintaining and enhancing the recognition and reputation of our products are, therefore, critical to our business and competitiveness. Many factors, some of which are beyond our control, are important to maintaining and enhancing our product image. These factors include our ability to maintain the reliability and quality of the services we offer and increase product awareness through brand building initiatives. A public perception that we do not provide satisfactory products, even if factually incorrect or based on isolated incidents, could damage our reputation, undermine the trust and credibility we have established for our stakeholders including investors, lenders, customers and have a negative impact on our ability to attract new consumers or retain our current consumers.

34. Any adverse impact on the ‘Shriram’ brand may have an impact on the benefits accruing to us from the use of the brand resulting in an adverse impact on our business and results of operations.

We benefit from our relationship with ‘Shriram’ group in many ways, such as reputation and experience. We believe that ‘Shriram’ brand is perceived to be that of a trusted provider of quality products and services. Our growth and future success are influenced, in part, by our continued relationship with the ‘Shriram’ group. If we cease to benefit from these relationships for any reason, our business and growth prospects may decline, and our business and results of operations may be adversely affected.

We cannot assure you that the established ‘Shriram’ brand name will not be adversely affected in the future by events such as actions that are beyond our control, including customer complaints and dissatisfaction or adverse publicity from any other source. Negative public opinion about the financial services industry generally or about the ‘Shriram’ brand name, if not immediately and sufficiently remedied, can have an adverse effect on our business and results of operations.

35. Inability to assess, monitor and manage risks inherent in our business and respond to technological and sectoral changes may adversely impact our results of operations and profitability.

We are exposed to a variety of risks, including liquidity risk, interest rate risk, credit risk, operational risk and regulatory risks. The effectiveness of our risk management is limited by the quality and timeliness of available data.

Our hedging strategies and other risk management techniques may not be fully effective in mitigating our risks in all market environments or against all types of risk, including risks that are unidentified or unanticipated. Some methods of managing risks are based upon observed historical market behaviour. As a result, these methods may not predict future risk exposures, which could be greater than the historical measures indicated. Other risk management methods depend upon an evaluation of information regarding markets, customers or other matters. This information may not in all cases be accurate, complete, current or properly evaluated. Management of operational, legal or regulatory risk requires, among other things, policies and procedures to properly record and verify a number of transactions and events. Although we have established these

policies and procedures, they may not be fully effective.

We have devoted significant resources to developing our risk management policies and procedures and expect to continue to do so in the future. Despite this, our policies and procedures to identify, monitor and manage risks may not be fully effective. Some of our methods of managing risk are based upon the use of observed historical market. As a result, these methods may not accurately predict future risk exposures which could be significantly greater than indicated by the historical measures. As we seek to expand the scope of our operations, we also face the risk of inability to develop risk management policies and procedures that are properly designed for those new business areas in a timely manner. Implementation and monitoring may prove particularly challenging with respect to businesses that we have recently initiated. Inability to develop and implement effective risk management policies may adversely affect our business, prospects, financial condition and results of operations.

Our future success will depend, in part, on our ability to respond to new technological advances and evolving NBFC and vehicle finance sector standards and practices on a cost-effective and timely basis. The development and implementation of such technology entails significant technical and business risks. There can be no assurance that we will successfully implement new technologies or adapt our transaction-processing systems to customer requirements or evolving market standards. Failure to adapt to new technologies and sectoral preferences in a timely manner or at all, may adversely impact out profitability and results of operations.

36. *Our Promoter, Shriram Capital Limited (SCL or the Promoter) and Promoter Group, beneficially own 26.06 per cent. Of our equity share capital and accordingly has the ability to exercise significant influence over the outcome of matters submitted to shareholders for approval, and their interests may differ from those of other holders of the debentures.*

Our Promoter and Promoter Group beneficially own 26.06 percent of our equity share capital as on December 31, 2021. Accordingly, our Promoter has the ability to significantly influence the outcome of matters submitted to shareholders for approving the timing and distribution of dividends and the election or termination of appointment of directors. This could delay, defer or prevent or impede a merger, consolidation, takeover or other business combination involving our Company, or discourage a potential acquirer from making a tender offer or otherwise attempting to obtain control of our Company even if it is in our Company's best interest. In addition, for so long as our Promoter continues to exercise significant influence over our Company, it may influence the material policies of our Company in a manner that could conflict with the interests of the security holders. The Promoter may have interests that are adverse to the interests of our other shareholders and may take positions with which we or our other shareholders do not agree.

37. *We have entered into certain related party transactions.*

We have entered into transactions with certain related parties. While we believe that all such transactions have been conducted on an arm's length basis, we cannot assure you that we could not have obtained more favourable terms had such transactions been entered into with unrelated parties. Such transactions may give rise to current or potential conflicts of interest with respect to dealings between us and such related parties. Additionally, there can be no assurance that any dispute that may arise between us and related parties will be resolved in our favour.

38. *Any failure by us to identify, manage, complete and integrate acquisitions, divestitures and other significant transactions successfully could adversely affect our results of operations, business prospects and/or cash flows.*

As part of our business strategy, we may acquire complementary companies or businesses, divest non- core businesses or assets, sale or dispose of any unit(s) or division(s), enter into strategic alliances and joint ventures and make investments/disinvestments to further our business or any other restructuring. In order to pursue this strategy successfully, we must identify suitable candidates for successfully completing such transactions, some of which may be large and complex, and manage the integration of acquired companies or employees. We may not fully realise all of the anticipated benefits of any such transaction within the anticipated timeframe or at all. Any increased or unexpected costs, unanticipated delays or failure to achieve contractual obligations could make such transactions less profitable or unprofitable. Managing business combination and investment transactions requires varying levels of management resources, which may divert our attention from other business operations, and may result in significant costs and expenses and charges to earnings. The challenges involved in integration include:

- combining product offerings and entering into new markets in which we are not experienced;
- consolidating and maintaining relationships with customers;
- consolidating and rationalising transaction processes and corporate and information technology infrastructure;
- integrating employees and managing employee issues;
- coordinating and combining administrative and other operations and relationships with third parties in accordance with applicable laws and other obligations while maintaining adequate standards, controls and procedures;
- achieving savings from infrastructure integration; and
- managing other business, infrastructure and operational integration issues.

39. *Our success depends in large part upon our management team and key personnel and our ability to attract, train and retain such persons.*

Our ability to sustain our rate of growth depends significantly upon our ability to manage key issues such as selecting and retaining key managerial personnel, developing managerial experience to address emerging challenges and ensuring a high standard of client service. In order to be successful, we must attract, train, motivate and retain highly skilled employees, especially branch managers and relationship executives. If we cannot hire additional qualified personnel or retain them, our ability to expand our business will be impaired and our revenue could decline. We will need to recruit new employees, who will have to be trained and integrated into our operations. We will also have to train existing employees to adhere properly to internal controls and risk management procedures. Failure to train and motivate our employees properly may result in an increase in employee attrition rates, require additional hiring, erode the quality of customer service, divert management resources, increase our exposure to high-risk credit and impose significant costs on us. Hiring and retaining qualified and skilled managers are critical to our future, as our business model depends on our credit appraisal and asset valuation mechanism, which are personnel-driven operations. Moreover, competition for experienced employees in the commercial vehicle finance sector can be intense. While we have an incentive, structure designed to encourage employee retention, our inability to attract and retain talented professionals, or the resignation or loss of key management personnel, may have an adverse impact on our business, future financial performance and/or cash flows.

40. *Most of the properties used by our Company are occupied by our Company on lease and/or as shared office space. Any termination of the lease(s) or the other relevant agreements in connection with such properties or our failure to renew the same in a timely manner, or at all, could adversely affect our activities.*

Currently, most of the properties used by our Company for the purposes of our business activities are not owned by us. Termination of leases or other relevant agreements in connection with such properties which are not owned by us or our failure to renew the same, on favourable conditions, in a timely manner, or at all, could require us to vacate such premises at short notice, and could adversely affect our operations, financial condition and profitability.

41. *We are exposed to fluctuations in the market values of our investment and other asset portfolio.*

Deterioration of the credit and capital markets could result in volatility of our investment earnings and impairments to our investment and asset portfolio, which could negatively impact our financial condition and reported income.

42. *Being in the service industry, our operations may be adversely affected if we are unable to attract and retain qualified employees or if relations with employees deteriorate.*

As of March 31, 2021, had 24,452 employees. Currently, none of our employees are members of any labor union. While we believe that we maintain good relationships with our employees, there can be no assurance that we will not experience future disruptions to our operations due to disputes or other problems with our work force, which may adversely affect our business and results of operations.

43. *Our inability to obtain, renew or maintain our statutory and regulatory permits and approvals required to operate our business may have a material adverse effect on our business.*

We require certain statutory and/or regulatory permits and approvals for our business, including approvals in relation to our branch offices and other offices. In the future, we will be required to renew such permits and approvals and obtain new permits and approvals for any proposed operations. There can be no assurance that the relevant authorities will issue any of such permits or approvals in a timely manner or at all and/or on favourable terms and conditions. Failure by us to comply with the terms and conditions to which such permits or approvals are subject and/or to renew, maintain or obtain the required permits or approvals may result in the interruption of our operations and may have a material adverse effect on our business, financial condition and results of operations

44. Any changes in the statutory and/or regulatory requirements in connection with taxation could adversely affect our operations, profitability and cashflows.

The operations, profitability and cash flows could be adversely affected by any unfavourable changes in central and state-level statutory and/or regulatory requirements in connection with direct and indirect taxes and duties, including income tax, goods and service tax and/or by any unfavourable interpretation taken by the relevant taxation authorities and/or courts and tribunals. For example, the GST implemented with effect from July 1, 2017 has replaced the indirect taxes on goods and services, such as central excise duty, service tax, central sales tax, state value added tax, surcharge and excise, collected by the central and state governments. The GST has increased administrative compliance for the Companies which is a consequence of increased registration and form filing requirements.

45. Differences exist between Ind AS and other accounting principles, such as IFRS and Indian GAAP, which may be material to investors' assessments of our financial condition.

Our Company has prepared the annual financial statements under IndAS for the Fiscal 2021 as required under Section 133 of the Companies Act, 2013. From April 1, 2018, the Company has computed key parameters including capital adequacy ratio, risk weighted assets, net owned fund, gross Stage 3 Assets, provision for non-performing assets derived from the financial statement prepared in accordance with Ind AS. The impact of transition has been recorded in the opening reserves as at April 1, 2017 and the corresponding figures, presented in the standalone financial statements of the Company for the year ended March 31, 2018, have been restated/reclassified. Our historical financial statements relating to any period prior to Fiscal 2019 may not be comparable to the audited consolidated and standalone financial statements prepared under Ind AS. Ind AS and other accounting standards like IFRS differ in certain respects including first time adoption choices available.

46. We are subject to supervision and regulation by the RBI and other regulatory authorities in India, and changes in regulations governing us could adversely affect our business.

We are regulated principally by and have reporting obligations to the RBI. We are also subject to the corporate, taxation and other laws in effect in India. The regulatory and legal framework governing us may continue to change as India's economy and commercial and financial markets evolve. In recent years, existing rules and regulations have been modified, new rules and regulations have been enacted and reforms have been implemented which are intended to provide tighter control and more transparency in India's asset finance sector.

We are subject to the RBI's guidelines on financial regulation of NBFCs, including capital adequacy, exposure and other prudential norms. The RBI also regulates the credit flow by banks to NBFCs and provides guidelines to commercial banks with respect to their investment and credit exposure norms for lending to NBFCs. The RBI's regulations of NBFCs could change in the future which may require us to restructure our activities, incur additional cost, impose restrictions on banks in relation to the exposure to NBFCs or could otherwise adversely affect our business and our financial performance. The RBI, from time to time, amends the regulatory framework governing NBFCs to address, among others, concerns arising from certain divergent regulatory requirements for banks and NBFCs.

The RBI, from time to time, amends the regulatory framework governing NBFCs to address concerns arising from certain divergent regulatory requirements for banks and NBFCs. We are subject to the RBI's Non-Banking Financial Company – Systemically Important Non-Deposit taking Company and Deposit taking Company (Reserve Bank) Directions, 2016, as amended from time to time.

The laws and regulations governing the banking and financial services industry in India have become increasingly complex and cover a wide variety of issues, such as interest rates, liquidity, securitisation, investments, ethical issues, money laundering and privacy. In some cases, there are overlapping regulations and enforcement authorities. Moreover, these laws and regulations can be amended, supplemented or changed at any time such that we may be required to restructure our

activities and incur additional expenses to comply with such laws and regulations, which could materially and adversely affect our business and our financial performance.

Compliance with many of the regulations applicable to our operations in India, including any restrictions on investments, lending and other activities currently being carried out by our Company, involves a number of risks, particularly in areas where applicable regulations may be subject to varying interpretations. Further, compliance with many of the regulations applicable to our operations may involve significant costs and otherwise may impose restrictions on our operations. If the interpretation of the regulators and authorities varies from our interpretation, we may be subject to penalties and our business could be adversely affected. We are also subject to changes in Indian laws, regulations and accounting principles and practices. There can be no assurance that the laws governing our Company and its operations will not change in the future or that such changes or the interpretation or enforcement of existing and future laws and rules by governmental and regulatory authorities will not adversely affect our business and future financial performance.

Additionally, we are required to make various filings with the RBI, the Registrar of Companies and other relevant authorities pursuant to the provisions of RBI regulations, the Companies Act and other regulations. If we fail to comply with these requirements, or a regulator claims we have not complied with these requirements, we may be subject to penalties and compounding proceedings. For example, in the past there has been an instance where a penalty was imposed on us by Insurance Regulatory and Development Authority of India, which was paid and settled by us. Further, the Enforcement Directorate has imposed a penalty of Rs. 50 million on our Company, which we have filed an appeal against. Imposition of any penalty or adverse findings by the RBI or other authorities may have an adverse effect on our business, operations results, financial condition and reputation.

47. As an NBFC, non-compliance with the RBI's observations made during its periodic inspections could expose us to penalties and restrictions.

As an NBFC, we are subject to periodic inspection by the RBI under section 45N of the RBI Act, pursuant to which the RBI inspects our books of accounts and other records for the purpose of verifying compliance with applicable regulations, the correctness or completeness of any statement, information or particulars furnished to the RBI. RBI in the past issued observations pursuant to such periodic inspection and our Company had given clarifications in this regard. For example, RBI has in the past in its inspection reports, highlighted certain alleged deficiencies such as reduction in the asset quality of our Company, improper monitoring of delegation of powers by the Board, mobilization of resources in excess of limits, breach of prescribed limits for issuance of commercial papers, deficiency in credit portfolio and shortcomings in complying with the corporate governance requirements. While we have responded to such observations and addressed them, we cannot assure you that the RBI will not make similar or other observations in the future. In the event we are unable to resolve the issues to the RBI's satisfaction, we may be restricted in our ability to conduct our business as we currently do. While we seek to comply with all regulatory provisions applicable to us, in the event we are unable to comply with the observations made by the RBI, we could be subject to penalties and restrictions which may be imposed by the RBI. Imposition of any penalty or adverse findings by the RBI during the ongoing or any future inspections may have an adverse effect on our business, results of operations, financial condition and reputation.

48. We may not be in compliance with relevant state money lending laws, which could adversely affect our business. In the event that any state government requires us to comply with the provisions of their respective state money lending laws, or imposes any penalty, including for prior non-compliance, our business, results of operations and financial condition may be adversely affected. There is ambiguity on whether or not NBFCs are required to comply with the provisions of state money lending laws that establish ceilings on interest rates.

There is ambiguity on whether or not NBFCs are required to comply with the provisions of state money lending laws that establish ceilings on interest rates. The Government of Kerala has mandated us to register under the Kerala Moneylending Act, 1946. Further, the Government of Karnataka has also cancelled the exemption granted to NBFCs from Karnataka Money Lenders Act. We also carry out operations in other states where there are money lending laws in operation. In addition, in the event the provisions of any state specific laws or regulations are extended to NBFCs, we could have increased costs of compliance and our business and operations could be adversely affected, particularly if low interest rate ceiling norms are imposed on our operations. In the event that any state government requires us to comply with the provisions of their respective state money lending laws, or imposes any penalty against us, our Directors or our officers, including for prior non-compliance, our business, results of operations and financial condition may be adversely affected.

49. Our insurance coverage may not adequately protect us against losses.

We maintain such insurance coverage as we believe is adequate for our operations. Our insurance policies, however, may not provide adequate coverage in certain circumstances and are subject to certain deductibles, exclusions and limits on coverage. We maintain general liability insurance coverage, including coverage for errors or omissions. We cannot, however, assure you that the terms of our insurance policies will be adequate to cover any damage or loss suffered by us or that such coverage will continue to be available on reasonable terms or will be available in sufficient amounts to cover one or more large claims, or that the insurer will not disclaim coverage as to any future claim.

A successful assertion of one or more large claims against us that exceeds our available insurance coverage or changes in our insurance policies, including premium increases or the imposition of a larger deductible or co - insurance requirement, could adversely affect our business, financial condition and results of operations.

50. We have regional concentration in southern India and western India, and therefore are dependent on the general economic conditions and activities in these areas.

We have a significant presence in south and west India. Our concentration in the southern and western states exposes us to any adverse geological, ecological, economic and/or political circumstances in that region. If there is a sustained downturn in the economy of south India or west India, or a sustained change in consumer preferences in those regions for any reason including consequences of the COVID-19 pandemic, our financial position may be adversely affected.

51. New product/services offered by us may not be successful.

We introduce new products/services to explore new business opportunities from time to time. We also give business loans to our existing customers to cater to their additional finance needs for diversifying into allied and related business. We cannot assure you that all our new products and services and business ventures and broadening of our loan products and portfolio will always be profitable and this may result in our inability to recover our costs and expenses incurred on these initiatives. Further, our inability to offer new products/services or diversify and grow in new business areas could adversely affect our business and financial performance.

52. We may not be able to detect money-laundering and other illegal or improper activities fully or on a timely basis, which could expose us to additional liability and harm our business or reputation.

We are required to comply with applicable anti-money laundering and anti-terrorism laws and other regulations in India. In the course of our operations, we run the risk of failing to comply with the prescribed KYC procedures and the consequent risk of fraud and money laundering by dishonest customers, despite putting in place systems and controls to prevent the occurrence of these risks. In certain of our activities and in our pursuit of business, we run the risk of inadvertently offering our financial products and services ignoring customer suitability and appropriateness, despite having a Board-approved customer suitability policy and associated processes in place. Such incidents may adversely affect our business and our reputation. Although our Company believes that it has adequate internal policies, processes and controls in place to prevent and detect any activity that would fall foul of AML provisions and to ensure KYC compliance, there can be no assurance that our Company will be able to fully control instances of any potential or attempted violation by other parties and may accordingly be subject to regulatory actions including imposition of fines and other penalties. We may accordingly be subject to regulatory actions including imposition of fines and other penalties by the RBI and other relevant governmental authorities to whom we report.

53. Our ability to pay dividends will depend on our future earnings, cash flows, working, capital requirements, financial condition, and restrictive covenants under our financing arrangement.

Any future determination as to the declaration and payment of dividends will be decided by our Board and will be subject to the discretion of the Shareholders. The amount of our future dividend payments, if any, will depend on various factors such as our future earnings, cash flows, financial condition, working capital requirements, capital expenditures, restrictive covenants under our financing documents and in accordance with applicable laws. We may decide to retain all of our earnings to finance the development and expansion of our business and, therefore, may not declare dividends on the Equity Shares. The amounts paid as dividends in the past are not necessarily indicative of our Company's dividend policy or the dividend amounts, if any, in the future. There is no guarantee that any dividends will be paid or that the amount thereof will not be decreased in the future.

54. *Security breaches of customers' confidential information that we store may expose us to liability and harm our reputation.*

As part of our business, we store and have access to customers' bank information, credit information and other sensitive data. Any accidental security breaches or other unauthorized access to confidential information could expose us to liability related to the loss of the information, legal proceedings and negative publicity. While there have been no such incidents in the past, security measures could be breached by third party actions, intrusion into our software due to flaw in the software by hackers, due to employee error and malfeasance. In addition, we may be required under applicable regulations to notify individuals of data security breaches involving their personal data. Any security breach may cause our customers to lose confidence in the effectiveness of our data security measures, and in turn have an adverse effect on our business, operations, financial condition or cash flows.

55. *Increase in competition from our peer group in the commercial vehicle finance sector may result in reduction of our market share, which in turn may adversely affect our profitability.*

Our Company provides loans to pre-owned and new commercial vehicle owners and/or operators in suburban and rural areas in India. We have been increasingly facing competition from domestic and foreign banks and NBFCs operating in the commercial vehicle finance segment of the industry. Some of our competitors are very aggressive in underwriting credit risk and pricing their products and may have access to funds at a lower cost, wider networks and greater resources than our Company. Our financial condition and results of operations are dependent on our ability to obtain and maintain low cost funds and to provide prompt and quality services to our customers. If our Company is unable to access funds at a cost comparable to or lower than our competitors, we may not be able to offer loans at competitive interest rates to our customers.

56. *Our risk management policies and procedures may not adequately address unidentified or unanticipated risks.*

We have devoted significant resources to developing our risk management policies and procedures and expect to continue to do so in the future. Despite this, our policies and procedures to identify, monitor and manage risks may not be fully effective. Some of our methods of managing risk are based upon the use of observed historical market behaviour. As a result, these methods may not accurately predict future risk exposures which could be significantly greater than indicated by the historical measures. As we seek to expand the scope of our operations, we also face the risk of inability to develop risk management policies and procedures that are properly designed for those new business areas in a timely manner. Implementation and monitoring may prove particularly challenging with respect to businesses that we have recently initiated. Inability to develop and implement effective risk management policies may adversely affect our business, prospects, financial condition and results of operations.

57. *We have not independently verified certain industry data in this Placement Memorandum.*

Unless stated otherwise, macroeconomic and industry data used throughout this Placement Memorandum has been obtained from publications prepared by providers of industry information, government sources and multilateral institutions. Such publications generally state that the information contained therein has been obtained from sources believed to be reliable but that their accuracy and completeness are not guaranteed and their reliability cannot be assured. Although the Issuer believes that industry data used in this Placement Memorandum is reliable, it has not been independently verified.

A. *Risks Relating to the Utilization of Issue Proceeds*

1. *Our management will have significant flexibility in applying proceeds of the Issue.*

The funds raised through this Issue, will be used for on lending to grow the asset book and financing of commercial vehicles. It shall be ensured that the proceeds (a) are used in compliance with the applicable guidelines issued by Reserve Bank of India including Master Circular on Bank Finance to Non-Banking Financial Companies dated July 1, 2015, as amended from time to time, (b) are not permitted to be utilized towards activities like investment in capital markets, real estate, acquisition or purchase of land or for refinancing of debt which was used for the said purpose. The Main Objects clause of the Memorandum of Association of the Company permits the Company to undertake the activities for which the funds are being raised through the present Issue and also the activities which the Company has been carrying on till date. The management of the Company, in accordance with the policies formulated by it from time to time, will have flexibility in deploying the proceeds received from the issue. The Company shall however ensure compliance with disclosures in relation to the same as required in terms of the SEBI Debt Listing Regulations and other Applicable Laws.

B. Risks Relating to the Debentures***1. Changes in interest rates may affect the price of our Debentures***

The price of securities will vary inversely with changes in prevailing interest rates, i.e. when interest rates rise, prices of fixed income securities tend to fall and when interest rates drop, the prices tend to increase. The extent of fall or rise in the prices is a function of the existing coupon, days to maturity and the increase or decrease in the level of prevailing interest rates. Increased rates of interest, which frequently accompany inflation and/or a growing economy, are likely to have a negative effect on the price of our NCDs.

2. NCDs that are listed or quoted or admitted to trading may not lead to greater liquidity

It is not possible to predict if and to what extent a secondary market may develop in the NCDs or at what price the NCDs will trade in the secondary market or whether such market will be liquid or illiquid. If so specified in this Placement Memorandum, application has been made to list or quote or admit to trading the Debentures on the stock exchange or quotation system(s) specified. If the Debentures are so listed or quoted or admitted to trading, no assurance is given that any such listing or quotation or admission to trading will be maintained. 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 listing of the Debentures is subject to receipt of the final listing and trading approval from the Stock Exchange.

The Company may, but is not obliged to, at any time purchase the Debentures at any price in the open market or by tender or private agreement where permitted by law. 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 realise value for the Debentures prior to redemption of the Debentures.

3. Changes in government policies and laws in India may adversely affect the Debentures

Future government policies and changes in laws and regulations in India and comments, statements or policy changes by any regulator, including but not limited to the SEBI or the RBI, may adversely affect the Debentures. 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 market for and the price of the Debentures.

4. Political instability or changes in the government could delay further liberalization of the Indian economy and adversely affect economic conditions in India generally

Since 1991, successive Indian governments have pursued policies of economic liberalization. The role of the Central and State Governments in the Indian economy as producers, consumers and regulators has remained significant. If there was to be any slowdown in the economic policies, or a reversal of steps already taken, it could have an adverse effect on the debt market which as such is exposed to the risks of the Indian regulatory and policy regime and also have an impact on global economic market.

5. You may not be able to recover, on a timely basis or at all, the full value of the outstanding amounts and/or the interest accrued thereon in connection with the NCDs.

Our ability to pay interest accrued on the NCDs and/or the principal amount outstanding from time to time in connection therewith would be subject to various factors inter-alia including our financial condition, profitability and the general economic conditions in India and in the global financial markets. We cannot assure you that we would be able to repay the principal amount outstanding from time to time on the NCDs and/or the interest accrued thereon in a timely manner or at all.

6. Payments to be made on the NCDs will be subordinated to certain tax and other liabilities preferred by law. In the event of bankruptcy, liquidation or winding-up, there may not be sufficient assets remaining to pay amounts due on the NCDs.

The NCDs will be subordinated to certain liabilities preferred by law such as the claims of the Government on account of taxes, and certain liabilities incurred in the ordinary course of our business. In particular, in the event of bankruptcy, liquidation or winding-up, our Company's assets will be available to pay obligations on the NCDs only after all of those

liabilities that rank senior to these NCDs have been paid as per relevant Section of the Companies Act. In the event of bankruptcy, liquidation or winding-up, there may not be sufficient assets remaining to pay amounts due on the NCDs.

7. *Any downgrading in credit rating of our NCDs may affect the value of NCDs and thus our ability to raise further debts.*

The rating of the NCDs by Rating Agency and/or agencies indicates high degree of safety regarding timely servicing of financial obligations and carrying very low credit risk. The ratings provided by Rating Agency may be suspended, withdrawn or revised at any time by the assigning rating agency and should be evaluated independently of any other rating. These ratings are not a recommendation to buy, sell or hold securities and investors should take their own decisions.

Any adverse revisions of our credit rating may adversely impact our ability to raise additional financing, the interest rates and other commercial terms at which such additional financing is available. This could have a material adverse effect on our business and financial performance and our ability to obtain financing for lending operations.

8. *Our Company may raise further borrowings and charge its assets subject to receipt of necessary consents.*

Our Company may, subject to receipt of all necessary consents, raise further borrowings and charge its assets. Our Company will decide the nature of security that may be provided for future borrowings. In the event of creation of a pari passu charge with other charge holder(s) may reduce the amounts recoverable by the NCD holders upon our Company's bankruptcy, winding-up or liquidation.

9. *There may be no active market for the non-convertible debentures on the WDM segment of the stock exchange. As a result, the liquidity and market prices of the non-convertible debentures may fail to develop and may accordingly be adversely affected.*

There can be no assurance that an active market for the NCDs will develop. If an active market for the NCDs fails to develop or be sustained, the liquidity and market prices of the NCDs may be adversely affected. The market price of the NCDs would depend on various factors inter alia including (i) the interest rate on similar securities available in the market and the general interest rate scenario in the country; (ii) the market for listed debt securities; (iii) general economic conditions; and (iv) our financial performance, growth prospects and results of operations. The aforementioned factors may adversely affect the liquidity and market price of the NCDs, which may trade at a discount to the price at which you purchase the NCDs and/or be relatively illiquid.

10. *The Debentures are subject to the credit risk of the Issuer and the Debenture Holders may or may not recover all or part of their investments in the Debentures on account of any default by the Issuer.*

C. EXTERNAL RISK FACTORS

1. *Our business is primarily dependent on the automobile and transportation industry in India.*

Our business to a large extent depends on the continued growth in the automobile and transportation industry in India, which is influenced by a number of extraneous factors which are beyond our control, inter-alia including (a) the macroeconomic environment in India, (b) the demand for transportation services, (c) natural disasters and calamities, and (d) changes in regulations and policies in connection with motor vehicles. Such factors may result in a decline in the sales or value of new and pre-owned CVs. Correspondingly, the demand for availing finance for new and pre-owned commercial vehicles may decline, which in turn may adversely affect our financial condition and the results of our operations. Further, the ability of CV owners and/or operators to perform their obligations under existing financing agreements may be adversely affected if their businesses suffer as a result of the aforesaid factors.

2. *Changes in environmental or other laws may lead to a decline in the sale of vehicles, which could adversely affect our business, results of operations and prospects.*

Our Company is engaged in vehicle financing across various states in India. Any regulation passed by either the central Government or any of the state Governments, or any orders of judiciary to ban the sale of a particular segment of vehicles or impose additional taxes on any particular segment of vehicles, could lead to a decline in the sales of such vehicles. For example, the Supreme Court of India imposed a ban on the sale of vehicles not complying with Bharat Emission Standards IV. Such regulatory amendments or orders of the judiciary may lead to a decline in our disbursements and adversely affect

our business, results of operations and prospects.

3. *Any slowdown in economic growth in India may adversely affect our business, results of operations and financial condition.*

Our financial performance and the quality and growth of our business depend significantly on the health of the overall Indian economy, the gross domestic product growth rate and the economic cycle in India. All our assets and employees are located in India, and we intend to continue to develop and expand reach in all parts of the country depending upon the business opportunities. Further, economic developments outside India also adversely affect the Indian economy. Accordingly, our business is affected by domestic and international economic conditions, including rates of economic growth and the impact that such economic conditions have on consumer spending.

As an NBFC, we are exposed to the risks of the Indian financial system which may be affected by the financial difficulties faced by certain Indian financial institutions because the commercial soundness of many financial institutions. This risk, which is sometimes referred to as “systemic risk”, may adversely affect financial intermediaries, such as banks with whom we interact. Any such difficulties or instability of the Indian financial system in general could create an adverse market perception about Indian financial institutions and banks and adversely affect our business, results of operations and financial condition. As the Indian financial system operates within an emerging market, it faces risks of a nature and extent not typically faced in more developed economies.

Our performance and the growth of our business depends on the performance of the Indian economy and the economies of the regional markets we currently serve. These economies could be adversely affected by various factors, such as political and regulatory changes including adverse changes in liberalization policies, social disturbances, religious or communal tensions, terrorist attacks and other acts of violence or war, natural calamities, interest rates, commodity and energy prices and various other factors. Any slowdown in these economies could adversely affect the ability of our customers to afford our services, which in turn would adversely affect our business, results of operations and financial condition.

The current economic downturn has led to an increased level of consumer delinquencies, lack of consumer confidence, decreased market valuations and liquidity, increased market volatility and a widespread reduction of business activity generally, may enhance market volatility. The resulting economic pressure and dampened consumer sentiment may adversely affect our business and our results of operations.

There can be no assurances that government responses to the disruptions in the financial markets will restore consumer confidence, the markets or increase liquidity and the availability of credit. Continuation or worsening of this downturn or general economic conditions may have an adverse effect on our business, liquidity and results of operations.

4. *A decline in India’s foreign exchange reserves may affect liquidity and interest rates in the Indian economy, which could adversely impact us.*

One of the direct adverse impacts of the global financial crisis on India has been the reversal of capital inflows and a decline in exports, leading to pressures on the balance of payments and a sharp depreciation of the Indian Rupee vis-à-vis the U.S. dollar. Any increased intervention by the RBI in the foreign exchange market to control the volatility of the exchange rate may result in a decline in India’s foreign exchange reserves and reduced liquidity and higher interest rates in the Indian economy, which could adversely affect our business and our future financial performance.

5. *Any downgrading of India’s debt rating by an international rating agency could adversely affect our business, results of operations and financial condition.*

Any adverse revision to India’s credit rating for domestic and international debt by international rating agencies may adversely impact our ability to raise additional finances at favourable interest rates and other commercial terms. For example, Fitch Ratings has recently revised the outlook on India’s sovereign ratings from stable to negative, while Moody’s Investors Services has downgraded foreign currency and local currency long term issuer ratings to Baa3. This could have an adverse effect on our growth, financial performance and our operations.

6. *Civil unrest, acts of violence, including terrorism or war involving India and other countries, could materially and adversely affect the financial markets and our business.*

Civil unrest, acts of violence, including terrorism or war, may negatively affect the Indian stock markets and also materially

and adversely affect the worldwide financial markets. These acts may also result in a loss of business confidence, make travel and other services more difficult and ultimately materially and adversely affect our business. Although the governments of India and neighboring countries have recently been engaged in conciliatory efforts, any deterioration in relations between India and neighboring countries might result in investor concern about stability in the region, which could materially and adversely affect our business, results of operations and financial condition.

7. Our business may be adversely impacted by natural calamities, unfavourable climatic changes, health epidemics or pandemics.

Natural disasters such as floods, earthquakes, famines and droughts have in the past had a negative impact on the Indian economy. Further, health epidemics and pandemics like the recent COVID-19 pandemic have also affected the Indian economy negatively. If any such natural disaster, unfavourable climatic changes or health epidemics and pandemics were to occur, our business could be affected due to the event itself or due to the inability to effectively manage the effects of the particular event.

Our operations, including our branch network, may be damaged or disrupted as a result of political instability, natural disasters such as earthquakes, floods, heavy rainfall, epidemics, tsunamis and cyclones and other events such as protests, riots and labour unrest. Such events may lead to the disruption of information systems and telecommunication services for sustained periods. They also may make it difficult or impossible for employees to reach our business locations. Damage or destruction that interrupts our provision of services could adversely affect our reputation, our relationships with our customers, our senior management team's ability to administer and supervise our business or it may cause us to incur substantial additional expenditure to repair or replace damaged equipment or rebuild parts of our branch network. Any of the above factors may adversely affect our business, results of operations and financial condition.

8. Companies operating in India are subject to a variety of central and state government taxes and surcharges.

Tax and other levies imposed by the central and state governments in India that affect our tax liability include central and state taxes and other levies, income tax, value added tax, turnover tax, service tax, stamp duty and other special taxes and surcharges which are introduced on a temporary or permanent basis from time to time. Moreover, the central and state tax scheme in India is extensive and subject to change from time to time. The central or state government may in the future further increase the corporate income tax it imposes. Any such future increases or amendments may affect the overall tax efficiency of companies operating in India and may result in significant additional taxes becoming payable. Additional tax exposure could adversely affect our business and results of operations.

9. Investors may have difficulty enforcing foreign judgments in India against our Company or our management.

Our Company is a limited liability public company incorporated under the laws of India. Most of our Company's directors and executive officers named herein are residents of India and all or a substantial portion of the assets of our Company and such persons are located in India. As a result, it may not be possible for investors to affect service of process on our Company or such persons in jurisdictions outside of India, or to enforce against them judgments obtained in courts outside of India. In addition, India is not a party to any international treaty in relation to the recognition or enforcement of foreign judgments. The manner of recognition and enforcement of foreign judgments in India is dependent on whether the country in which the foreign judgment has been pronounced is a reciprocating territory or not. A party seeking to enforce a foreign judgment in India is required to obtain approval from the RBI under the FEMA to execute such a judgment or to repatriate outside India any amount recovered pursuant to execution. Any judgment in a foreign currency would be converted into Indian Rupees on the date of the judgment and not on the date of the payment. The Issuer cannot predict whether a suit brought in an Indian court will be disposed of in a timely manner or be subject to considerable delays.

10. Use of Market Data

Unless stated otherwise, macroeconomic and industry data used throughout this Placement Memorandum has been obtained from publications prepared by providers of industry information, government sources and multilateral institutions. Such publications generally state that the information contained therein has been obtained from sources believed to be reliable but that their accuracy and completeness are not guaranteed and their reliability cannot be assured. Although the Issuer believes that industry data used in this Placement Memorandum is reliable, it has not been independently verified.

SECTION 3: REGULATORY DISCLOSURES

PART A

This Placement 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 II of the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021.

A. ISSUER INFORMATION

a. Brief summary of the business / activities of the Issuer and its line of business

I. Overview of the business of the Issuer

Our Company was established in 1979 and we have a track record of over three decades in the commercial vehicle financing industry in India. The Company is registered as a deposit-taking NBFC with the Reserve Bank of India under Section 45IA of the Reserve Bank of India Act, 1934. We are a part of the Shriram group of companies, which has a presence in various aspects of financial services in India, including commercial vehicle financing, consumer finance, life and general insurance and stock broking. Our Company is also registered with Insurance Regulatory and Development Authority of India as a corporate agent to deal in general insurance and life insurance since 2013.

Our focus is catering to first time buyers (“FTB”) and small road transport operators (“SRTOs”) for financing preowned commercial vehicles. We provide financing for various kinds of commercial vehicles, including passenger commercial vehicles, heavy goods vehicle, light goods vehicle, farm equipments (tractors and harvesters) as well as ancillary equipment and vehicle parts finance, such as loans for tyres and engine replacements, construction equipment vehicles & machinery finance. We also provide working capital facility and a range of personal loans. We also offer financial services (namely life and general insurance policies) to commercial vehicle operators, thereby providing comprehensive financing solutions to the road logistics industry in India.

Our network of branches across India has been a key driver of our growth over the years. As of March 31, 2021, we had 1,817 branches across India. We have also established our presence in 820 rural centres as of March 31, 2021, with a view towards increasing our market share in the pre-owned commercial vehicle market and reaching out to a relatively newer customer segment in rural areas. We have also strategically expanded our marketing network and operations by entering into revenue sharing agreements with more than 500 private financiers in the unorganised sector involved in commercial vehicle financing. As of March 31, 2021, the total number of our employees was 24,452.

Our AUM as of March 31, 2021 was Rs. 1,17,242.83 Crore (comprising assets under financing activities of Rs.1, 16,191.60 Crore and loan assets assigned of Rs. 1,051.23 Crore) on a standalone basis, as compared to Rs. 1,09,749.24 Crore as on March 31, 2020 (comprising assets under financing activities of Rs. 1,08,501.71 Crore and loan assets assigned of Rs. 1,247.53Crore) on a standalone basis.

Our capital adequacy ratio as of March 31, 2021 computed on the basis of applicable RBI requirements was 22.50% on standalone basis, compared to RBI stipulated minimum requirement of 15.00%. Our capital adequacy ratio as of March 31, 2020 computed on the basis of applicable RBI requirements was 21.99% on a standalone basis, compared to the RBI stipulated minimum requirement of 15.00%. Our Tier I capital as of March 31, 2021 was Rs. 18,878.91 crore on a standalone basis, as compared to Rs. 16,261.85 crore on a standalone basis as of March 31, 2020. Our Tier II capital as of March 31, 2021 was Rs. 2,426.28 crore on a standalone basis, as compared to Rs. 3,462.39 Crore on a standalone basis as of March 31, 2020. Our Stage 3 Assets as a percentage of Total Loan Assets was 7.14% and our Stage 3 Assets net of Stage 3 Provision as a percentage of Net Loan Assets was 4.26% as of March 31, 2021, compared to 8.46% and 5.69% as of March 31, 2020 on a standalone basis, respectively.

Our total income (including exceptional items) was Rs. 17,436.40 crore in Fiscal 2021 on a standalone basis as compared to Rs. 16,575.76 crore in Fiscal 2020. Our profit after tax was Rs. 2,487.26 crore in Fiscal 2021 on a standalone basis, as compared to Rs. 2,501.84crore in Fiscal 2020.

Our Company’s Financial Products

Commercial Vehicle Finance

We are principally engaged in the business of providing commercial vehicle financing to FTBs and SRTOs. FTBs are principally former truck drivers who purchase trucks for use in commercial operations and SRTOs are principally small transport operators owning between one and four pre-owned commercial vehicles. Our financing products are principally targeted at the financing of pre-owned trucks and other commercial vehicles, although we also provide financing for new commercial vehicles. The pre-owned commercial vehicles we finance are typically between 5 and 12 years old. We also provide financing for other kinds of pre-owned and new commercial vehicles, including passenger vehicles, heavy goods vehicles, light goods vehicles, and tractors.

We also provide loans for purchase of farm equipment and construction equipment.

Working Capital Loans

As part of our presence in the entire commercial vehicle financing ecosystem, we also provide various types of working capital loans to our customers for the purchase of vehicle parts, insurance, repairs, etc. in connection with the operation of their trucks and other commercial vehicles. We also offer financing for the acquisition of new and pre-owned vehicle equipment and accessories, such as tyres and other vehicle parts. We also offer fuel financing.

Miscellaneous

Our Company is also registered with the IRDAI as a corporate agent. Our Company deals in life insurance and general insurance products. Our Company has entered into agreements with Shriram General Insurance Company Limited (“SGIC”) and Bajaj Allianz General Insurance Company Limited (“BAGICL”) whereby the Company is appointed as their ‘corporate agent’ and is authorized to market and solicit insurance products provided by SGIC and BAGICL to its customers and clients subject to the limits prescribed and on the terms and conditions agreed to between the parties.

OUR COMPANY'S OPERATIONS

Customer Base

Our customer base is predominantly FTBs and SRTOs and other commercial vehicle operators, and smaller construction equipment operators. We also provide trade finance to commercial vehicle operators. These customers typically have limited access to bank loans for commercial vehicle financing and limited credit histories. Our loans are secured by a hypothecation of the asset financed.

Branch Network

As of March 31, 2021, we have a wide network of 1,817 branches across India and 24,452 employees. We have established branches at commercial vehicle hubs along various road transportation routes across India. As of March 31, 2021, all of our branch offices were connected to servers at our Corporate Office to enable real-time information with respect to our loan disbursement and recovery administration. Our customer origination efforts strategically focus on building long term relationships with our customers and address specific issues and local business requirements of potential customers in a specific region.

Revenue Sharing Agreements with Private Financiers

We believe that SRTOs and FTBs in India generally have limited banking habits and credit history as well as inadequate legal documentation for verification of creditworthiness. In addition, because of the mobile nature of the hypothecated assets, SRTOs and FTBs may have limited access to bank financing for pre-owned and new commercial vehicle financing. As a result, the pre-owned truck financing market in India is dominated by private financiers in the unorganised sector. We have strategically expanded our marketing and customer origination network by entering into revenue sharing agreements with more than 500 private financiers, as of March 31, 2021, located across India involved in commercial vehicle financing. We have established a stable relationship with our revenue sharing partners through our extensive branch network. As a result of the personnel-intensive requirements of our business model, we rely on revenue sharing arrangements to effectively leverage the local knowledge, infrastructure and personnel base of our revenue sharing partners.

In our typical revenue sharing agreements with our revenue sharing partners, we ensure that the revenue sharing partner sources the applications for pre-owned and new commercial vehicle financing based on certain assessment criteria we specify, and is generally responsible for ensuring the authenticity of the customer information and documentation. The decision to approve a loan is, however, at our discretion.

Our Company's Operations

Customer Origination

Customer Base

Our customer base is predominantly FTBs and SRTOs and other commercial vehicle operators, and smaller construction equipment operators. We also provide trade finance to commercial vehicle operators. These customers typically have limited access to bank loans for commercial vehicle financing and limited credit histories. Our loans are secured by a hypothecation of the asset financed.

Branch Network

As of March 31, 2021, we have a wide network of 1,817 branches across India and 24,452 employees. We have established branches at most major commercial vehicle hubs along various road transportation routes across India. A typical branch comprises 15 to 20 employees, including a branch manager. As of March 31, 2021, all of our branch offices were connected to servers at our corporate office to enable real-time information with respect to our loan disbursement and recovery administration. Our customer origination efforts strategically focus on building long-term relationships with our customers and address specific issues and local business requirements of potential customers in a specific region.

Partnership and Co-financing Arrangements with Private Financiers

SRTOs and FTBs generally have limited banking habits and credit history as well as inadequate legal documentation for verification of creditworthiness. In addition, because of the mobile nature of the hypothecated assets, SRTOs and FTBs have limited access to bank financing for pre-owned and new commercial vehicle financing. As a result, the pre-owned truck financing market in India is dominated by private financiers in the 43 unorganised sector. We have strategically expanded our marketing and customer origination network by entering into revenue sharing agreements with private financiers across India involved in commercial vehicle financing.

We enter into strategic revenue sharing agreements with private financiers ranging from individual financiers to small local private financiers, including other NBFCs. We have established a stable relationship with our revenue sharing partners through our extensive branch network. As a result of the personnel-intensive requirements of our business model, we rely on revenue sharing arrangements to effectively leverage the local knowledge, infrastructure and personnel base of our revenue sharing partners.

Our revenue sharing partners source applications for pre-owned and new commercial vehicle financing based on certain assessment criteria we specify, and are generally responsible for ensuring the authenticity of the customer information and documentation. The decision to approve a loan is, however, at our discretion. Our revenue sharing partners may directly arrange financing for such customer or approach another financier in connection with the proposed financing.

Our revenue sharing partners are responsible for obtaining all necessary documentation in connection with the loan proposals they originate. Revenue sharing partners are responsible for collection of instalments and penalties for all customers they originate. Revenue sharing partners are also responsible for any repossession of vehicles in the event of a default of a loan by customers they originate. However, the hypothecation of the vehicles financed are in the favour of our Company and not in the favour of our revenue sharing partners.

A typical revenue sharing arrangement involves the revenue-sharing ratio, amounts payable as quarterly advance payments to the revenue sharing partner, and details related to the retention of earnest money. Specifically, we typically stipulate a certain income-sharing arrangement on the interest on the loan, net of our cost of funding. Since the revenue sharing partner's share of income is only determined upon settlement of the individual loan contracts, we typically release quarterly advance payments to our revenue sharing partner. These payments are net of the earnest money deposit, which represents a pre-agreed percentage of the partner's revenue share. We allocate the earnest money

towards a loan loss pool, as well as for business expansion purposes. Loan loss is typically calculated as our loss on principal and reimbursed expenses on loans from customers sourced by the revenue sharing partner, with interest at the rate of our cost of funds. The loss is shared between the parties in the same proportion as income. The parties usually stipulate that the amount available as earnest money deposit is in excess of a certain percentage of future receivables and may be withdrawn by the revenue sharing partner.

Other Marketing Initiatives

We continue to develop innovative marketing and customer origination initiatives specifically targeted at FTBs and SRTOs.

Branding/ advertising

We use the brand name “Shriram” for marketing our products pursuant to a license agreement dated November 21, 2014 between our Company and Shriram Ownership Trust (“SOT”), as amended in terms of agreement dated March 18, 2016 and novated in terms of the deed of novation cum amendment dated May 17, 2019 entered into between our Company, SOT and Shriram Value Services Limited (“SVS”). We believe that our brand is well recognised in India. We have launched various publicity campaigns through print and other media specifically targeted at our target customer profile, FTBs and SRTOs, to create awareness of our product features, including our speedy loan approval process, with the intention of creating and enhancing our product identity. We believe that our emphasis on product promotion will be a significant contributor to our results of operations in the future.

Customer Evaluation, Credit Appraisal and Disbursement

Due to our customer profile, in addition to a credit evaluation of the borrower, we rely on guarantor arrangements, the availability of security, referrals from existing relationships and close client relationships in order to manage our asset quality. All customer origination and evaluation, loan disbursement, loan administration and monitoring as well as loan recovery processes are carried out by our relationship executives. We do not utilise or engage direct selling or other marketing and distribution agents or appraisers to carry out these processes. We follow certain procedures for the evaluation of the creditworthiness of potential borrowers. The typical credit appraisal process is described below:

Initial Evaluation

When a customer is identified and the requisite information for a financing proposal is received, a branch manager or relationship executive meets with the customer to assess the customer’s loan requirements and creditworthiness. The proposal form requires the customer to provide information on the customer’s age, address, employment details and annual income, as well as information on outstanding loans and the number of commercial vehicles owned. The customer is required to provide proof of identification and residence for verification purposes. In connection with the loan application, the customer is also required to furnish a guarantor, typically another commercial vehicle owner, preferably an existing or former customer. Detailed information relating to the guarantor is also required.

For pre-owned commercial vehicles, our executives prepare a vehicle inspection and evaluation report to ascertain, among other matters, the registration details of the vehicle, as well as its condition and market value. A field investigation report is also prepared relating to the place of residence and of various movable and immovable properties of the customer and the guarantor. Each application also requires two independent references to be provided.

Credit Policies

We follow stringent credit policies to ensure the asset quality of our loans and the security provided for those loans. Any deviation from such credit policies in connection with a loan application requires prior approval. Our credit policies include the following:

Vehicle type. We only finance vehicles that are used for commercial purposes. As these are income-generating assets, we believe that this asset type reduces our credit risk.

Hypothecation. Our loans include hypothecations in our favour.

Guarantor requirement. Loans must be secured by the personal guarantee of the borrower as well as at least one third party guarantor. The guarantor must be a commercial vehicle owner, preferably our existing or former customer, and preferably operating in the same locality as the borrower.

Insurance. Comprehensive insurance is required.

Loan approval guidelines. From time to time, our management lays down loan approval parameters which are typically linked to the value of the vehicle and loan amount.

Age limit for pre-owned vehicles. We typically extend loans to vehicles that are less than 12 years but age limit may vary as per usability in specific geographies.

Period. The maximum period for repayment in case of assets shall not be more than 84 months.

Release of documents on full repayment. Security received from the borrower is released on repayment of all dues or on collection of the entire outstanding loan amount, provided no other existing right or lien for any other claim exists against the borrower.

RTO records. In the case of pre-owned vehicle financing, Regional Transport Office (**RTO**) records are inspected for non-payment of road tax, pending court cases, and other issues, and the records retained as part of the loan documentation.

Physical inspection and trade reference. In the case of all pre-owned vehicle financing, the branch manager must physically inspect the vehicle and assess its value. The branch manager's determination regarding the condition of the vehicle is recorded in the evaluation report of the vehicle. The branch manager must also conduct contact point verification as well as a trade reference check of the borrower before an actual disbursement is made, and such determination is recorded in the proposal evaluation records.

Approval Process

The branch manager evaluates the loan proposal based on supporting documentation and various other factors. The primary criteria for approval of a loan proposal is based on the guarantee provided by another commercial vehicle operator, preferably an existing or previous customer, as well as the valuation of the asset to be secured by the loan. In addition, our branch managers may also consider other factors in the approval process, such as length of residence, past repayment record and income sources.

The branch manager is authorised to approve a loan if the proposal meets the criteria established for the approval of a loan. We inform the customer of the outcome of the approval process, as well as the amount of loan approved, the terms and conditions of such financing, including the rate of interest (annualised) and the application of such interest during the tenure of the loan. A sanction letter is issued to the borrower incorporating all the financial details such as the loan amount, tenure and rate of interest and the loan disbursement takes place only on getting the sanction letter duly accepted by the borrower.

A chassis print of the vehicle is also obtained and maintained in the loan file. The relevant RTO endorsement forms are also required to be executed by the borrower prior to the disbursement of the loan. Prior to the loan disbursement, the loan officer ensures that a KYC checklist is completed by the Applicant. The loan officer verifies such information provided and includes such records in the relevant loan file. The loan officer is also required to ensure that the contents of the loan documents are explained in detail to the borrower, either in English or in the local language of the borrower, and a statement to such effect is included as part of the loan documentation. The borrower is provided with a copy of the loan documents executed by him.

Disbursement

Margin money and other charges are collected prior to loan disbursements. The disbursing officer retains evidence of the customer's acceptance of the terms and conditions of the loan as part of the loan documentation. Our Company has initiated steps to encourage the customers to make payments of loan instalments through internet banking and card payment. For pre-owned vehicles, an endorsement of the registration certificate as well as the insurance policy must be executed in our favour.

Loan administration and monitoring

The borrower and the relevant guarantor are required to execute a standard form of Loan cum Hypothecation Agreement setting out the terms of the loan. A loan repayment schedule is attached as a schedule to the Loan cum Hypothecation Agreement, which generally sets out monthly repayment terms. The Loan cum Hypothecation Agreement also requires a promissory note to be executed containing an unconditional promise of payment to be signed by both the borrower and the relevant guarantor. A power of attorney authorising, among others, the repossession of the hypothecated vehicle upon loan payment default, is also required to be executed.

We provide payment options: cash, cheque, demand draft, mobile wallets, UPI, NACH and USSD. Repayments are made in monthly instalments. Loans disbursed are recovered from the customer in accordance with the loan terms and conditions agreed with the customer. As a service to our customers, our relationship executives offer to visit the customers on the payment date to collect the instalments due. We track loan repayment schedules of our customers, on a monthly basis, based on the outstanding tenure of the loans, the number of instalments due and defaults committed, if any. This data is analysed based on the vehicles financed and location of the customer.

Our management information system (MIS) department and centralised operating team monitors compliance with the terms and conditions for credit facilities. We monitor the completeness of documentation and creation of security through regular visits to our branches by our regional as well as head office executives and internal auditors. All borrower accounts are reviewed at least once a year, with a higher frequency for larger exposures and delinquent borrowers. Our lending team reviews collections regularly, personally contacts borrowers that have defaulted on their loan payments and conducts day-to-day operations including collection of instalments from 150 to 200 borrowers each, depending on territorial dispersal. Each branch customarily limits its commercial vehicle financing loans to approximately 1,500 customers, which enables closer monitoring of receivables. A new branch is opened to handle additional customers beyond that limit to ensure appropriate risk management. Close monitoring of debt servicing efficiency enables us to maintain high recovery ratios.

Collection and Recovery

We believe that our loan recovery procedure is particularly well suited to our target market in the commercial vehicle financing industry, as reflected by our high loan recovery ratios. The entire collection operation is administered in-house and we do not outsource loan recovery and collection operations. In the case of default, the reasons for the default are identified by the local relationship executive and appropriate action is initiated, such as requiring partial repayment and/or seeking additional guarantees or collateral.

For every 30 days of delay in loan instalment payments, the matter is escalated to our branch managers. In the event of a default on three loan instalments, the branch manager is required to make a personal visit to the borrower to determine the gravity of the loan recovery problem and provide suitable solutions.

We may initiate the process for repossession of the vehicle in the event of a default. Branch managers are trained to repossess vehicles and no external agency is involved in such repossession. Repossessed vehicles are held at designated secured facilities for eventual sale. The notice to the customer specifies the outstanding amount to be paid within a specified period, failing which the vehicle may be disposed of. In the event that there is a shortfall in the recovery of the outstanding amount from the sale of the vehicle, legal proceedings against the customer may be initiated.

The laws governing the registration of motor vehicles in India effectively establish vehicle ownership, as well as the claims of lenders. As a result, vehicle repossession in the event of default is a relatively uncomplicated procedure, such that the possibility of repossession provides an effective deterrent against default.

ASSET QUALITY

Our Company being an NBFC is covered by Rule 4 of the Companies (Indian Accounting Standards) Rules, 2015 and is required to comply with Ind AS for the preparation of their financial statements. Our Company records allowance for expected credit loss ("ECL") for all loans, other debt financial instruments not held at fair value through profit and loss account.

Impairment of Financial Assets

The ECL allowance is based on the credit losses expected to arise over the life of the asset (the “Lifetime ECL”), unless there has been no significant increase in credit risk since origination, in which case, the allowance is based on 12 months expected credit loss (“12 month ECL”).

Lifetime ECL are the expected credit losses resulting from all possible default events over the expected life of the financial instrument. The 12 month ECL is the portion of Lifetime ECL that represents the ECLs that result from default events on a financial instrument that are possible within the 12 months after the reporting date. Both Lifetime ECL and the 12 month ECL are calculated on collective basis grouped based on its loan portfolio into business loans, secured loans for new vehicles, secured loans for used vehicles and secured loans for equipment finance loans.

The company has established a policy to perform an assessment, at the end of each reporting period, of whether a financial instrument’s credit risk has increased significantly since its initial recognition, by considering the change in the risk of default occurring over the remaining life of the financial instrument. The Company does the assessment at the borrower level. If a borrower has various facilities having different past dues status, then the highest days past due is considered to be applicable for all the facilities of that borrower. Based on the above principal, the company categorizes its loans into Stage 1, Stage 2 and Stage 3 as described below:

The Company classifies all standard advances up to 30 days default period under Stage 1 where there has not been a significant increase in credit risk since its initial recognition or low credit risk at the reporting date and that are not credit impaired upon origination. All the exposures where there has been a significant increase in credit risk since its initial recognition but are not credit impaired are classified under Stage 2. Thirty days past due is considered as a significant increase in credit risk. All exposures assessed as credit impaired when one or more events that have a detrimental impact on the estimated future cash flows of that asset have occurred are classified as Stage 3. For exposure that have become credit impaired, a lifetime ECL is recognised and interest revenue is calculated by applying effective interest rate to be amortized cost (net of provision) rather than the gross carrying amount.

RBI has by its notification no. RBI/2019-20/170 DOR (NBFC).CC.PD.No.109/22.10.106/2019-20 dated March 13, 2020, issued instructions and guidelines relate to specific prudential aspects of Ind AS implementation by NBFCs. As per the said notification, NBFCs shall hold impairment allowances as required by Ind AS. In parallel NBFCs shall also maintain the asset classification and compute provisions as per extant prudential norms on Income Recognition, Asset Classification and Provisioning (“IRACP”) including borrower/beneficiary wise classification, provisioning for standard as well as restructured assets, NPA ageing, etc. A comparison between provisions required under IRACP and impairment allowances made under Ind AS 109 should be disclosed by NBFCs/ARCs in the notes to their financial statements to provide a benchmark to their Boards, RBI supervisors and other stakeholders, on the adequacy of provisioning for credit losses.

The following table sets forth, data regarding our Stage 3 Assets and capital adequacy ratios as per our Standalone Financial Statements:

	(Rs. in crore)	
	As on March 31, 2021	As on March 31, 2020
Stage 3 Assets	8,292.81	9,177.08
Stage 3 Asset net of Stage 3 Provision	4,806.68	5,991.13
Total Loan Assets as per Ind AS (gross of Provisions) ⁽¹⁾	1,16,191.59	1,08,501.71
Net Loan Assets as per Ind AS (Net of Provisions) ⁽²⁾	1,12,705.46	1,05,315.76
Stage 3 Assets as a percentage of Total Loan Asset As per Ind AS (per cent.) ⁽³⁾	7.14%	8.46%
Stage 3 Asset net of Stage 3 Provision as a percentage of Net Loan Assets as per Ind AS (per cent.) ⁽⁴⁾	4.26%	5.69%
Tier I Capital Adequacy Ratio (per cent.)	19.94%	18.13%
Tier II Capital Adequacy Ratio (per cent.)	2.56%	3.86%

⁽¹⁾ Total Loan Assets as per Ind AS (gross of Provisions): Secured hypothecation loans, other secured loans, retained interest on securitisation, unsecured loans and unsecured advance for hypothecation loans and includes accrued

interest on loans given, unamortised loan origination cost and net of unamortised processing fee as determined under Ind AS excluding provisions.

⁽²⁾ Net Loan Assets as per Ind AS (Net of Provisions): Secured hypothecation loans, other secured loans, retained interest on securitisation, unsecured loans and unsecured advance for hypothecation loans and includes accrued interest on loans given, unamortised loan origination cost and net of unamortised processing fee as determined under Ind AS as adjusted for ECL provisions.

⁽³⁾ Stage 3 Assets as a percentage of Loan Book As per Ind AS: Stage 3 Assets includes financial assets that have objective evidence of impairment at the reporting date as defined under Ind AS.

⁽⁴⁾ Stage 3 Assets net of Stage 3 Provision.

As per our Standalone Financial Statements, our Stage 3 Assets as a percentage of Total Loan Assets was 7.14% and our Stage 3 Assets net of Stage 3 Provision as a percentage of Net Loan Assets was 4.26% as of March 31, 2021, compared to 8.46% and 5.69% as of March 31, 2020, respectively. We believe that our eventual write offs are relatively low because of our relationship-based customer origination and customer support, prudent loan approval processes (including adequate collateral being obtained), and our ability to repossess and dispose of such collateral in a timely manner.

Other Business Initiatives

Our Company has entered into agreements with three petroleum retailers, wherein our Company has agreed to provide credit facilities to customers to enable them to purchase automotive fuels and lubricants from the retail outlets of these companies. In terms of these agreements, our Company conducts an assessment of the credibility of an applicant and sanctions credit limits, pursuant to which such members are eligible to purchase fuel and lubricants at retail outlets basis the credit limits sanctioned by our Company.

Funding Sources

We have expanded our sources of funds in order to reduce our funding costs, protect interest margins and maintain a diverse funding portfolio that will enable us to achieve funding stability and liquidity. Our sources of funding comprise term loans (including term loans from banks and financial institutions), cash credit from banks, redeemable non-convertible debentures, subordinated bonds, short-term commercial paper and inter-corporate deposits. Our Company also mobilises fixed deposits.

As per our Standalone Financial Statements, as of March 31, 2021, we had an outstanding secured debt of Rs. 84,878.80 crore and unsecured debt of Rs. 21,317.61 crore, which were Rs. 76,287.45 crore and Rs. 18,084.29 crore as of March 31, 2020, respectively.

Borrowings

The following table sets forth the principal components of our secured borrowings, as per our Standalone Financial Statements:

(Rs. in crore except percentage)

Particulars	As on March 31, 2021		As on March 31, 2020	
	Amount	Percentage	Amount	Percentage
Senior secured notes	888.35	1.05	1,204.92	1.58
External commercial bond –Secured	17,779.55	20.95	12,607.01	16.53
Redeemable non-convertible debentures – Secured				
- Privately placed	15,153.29	17.85	14,204.14	18.62
- Public issue	5,776.24	6.81	5,796.78	7.60
Term loans Secured				-
Term loan from banks - INR	13,304.70	15.67	13,259.27	17.38
Term loan from financial institutions/corporates - INR	3,783.20	4.46	1,446.29	1.90
External commercial borrowing - FCNR	4,122.49	4.86	4,300.61	5.64

Particulars	As on March 31, 2021		As on March 31, 2020	
	Amount	Percentage	Amount	Percentage
Term loan from banks - INR - Securitisation	23,403.60	27.57	21,452.04	28.12
Loans repayable on demand from Banks (Cash Credit from banks)	667.38	0.79	2,016.39	2.64
Total secured borrowings	84,878.80	100	76,287.44	100

Increasingly, we depend on term loans from banks and the issue of redeemable non-convertible debentures as the primary sources of our funding. We believe that we have developed stable long term relationships with our lenders, have established a track record of timely servicing of our debts, and have been able to secure fixed rate long term loans of three to five years tenure to stabilise our cost of borrowings.

As per our Standalone Financial Statements, as of March 31, 2021; the aggregate outstanding amount of secured redeemable non-convertible debentures was Rs. 20,929.53 crore as compared to Rs. 20,000.92 crore as of March 31, 2020.

Our short-term fund requirements are primarily funded by cash credit from banks, including working capital loans. Cash credit from banks outstanding, as of March 31, 2021 was Rs. 667.38 crore while as of March 31, 2020, it was Rs. 2,016.39 crore.

The following table sets forth the principal components of our unsecured borrowings as per our Standalone Financial Statements:

(Rs. in crore except percentage)

Particulars	As of March 31, 2021		As of March 31, 2020	
	Amount	Percentage	Amount	Percentage
Redeemable non-convertible debentures - Unsecured				
- Privately placed	464.44	2.18	454.11	2.51
Deposits				
i. Public deposits	15,790.71	74.07	11,768.47	65.08
ii. From corporate	392.11	1.84	152.22	0.84
iii. From others (Inter-corporate deposits from associate)	49.59	0.23	39.41	0.22
Subordinated debt	4,620.76	21.68	5,670.07	31.35
Commercial papers – Unsecured	-	-	-	-
Total unsecured borrowings	21,317.61	100.00	18,084.29	100.00

As per our Standalone Financial Statements, as of March 31, 2021, our outstanding subordinated debt amounted to Rs. 4,620.76 crore which stood at Rs. 5,670.06 crore as of March 31, 2020. The debt is subordinated to our present and future senior indebtedness.

Securitisation and Assignment of Portfolio against Financing Activities

We also undertake securitisation and assignment transactions to increase our capital adequacy ratio, increase the efficiency of our loan portfolio and as a cost-effective source of funds. We sell part of our assets under financing activities from time to time through securitisation and assignment transactions as well as direct assignment. Our securitisation and assignment transactions involve provision of additional collateral and deposits or bank/corporate guarantee. In Fiscal 2021, total book value of loan assets securitised and assigned was Rs. 13,621.99 crore.

We continue to provide administration services for the securitised and assigned portfolio, the expenses for which are provided for at the outset of each transaction. The gains arising out of securitisation and assignment, which vary according to a number of factors such as the tenor of the securitised and assigned portfolio, the yield on the portfolio securitised and assigned and the discounting rate applied, are treated as income over the tenure of agreements as per RBI guidelines on securitisation of standard assets. Loss, if any, is recognised upfront.

The following tables set forth certain information with respect to our securitisation and assignment transactions as per our Standalone Financial Statements:

(Rs. in Crore)

Particulars	As of March 31, 2021	As of March 31, 2020
Total number of loan assets securitised and assigned	501171	519087
Total book value of loan assets securitised and assigned (Rs.)	13,621.99	16,581.13
Sale consideration received for securitised and assigned Assets (Rs.)	13,621.99	16,581.13
Gain on account of securitisation and assignment (Rs.)	58.85	2,164.19

We are required to provide credit enhancement for the securitisation and assignment transactions by way of either fixed deposits or corporate guarantees and the aggregate credit enhancement amount outstanding as of March 31, 2021 was Rs. 5,437.11 crore. In the event a relevant bank or institution does not realise the receivables due under such loan assets, such bank or institution would have recourse to such credit enhancement.

Treasury Operations

Our treasury operations are mainly focused on meeting our funding requirements and managing short-term surpluses. Our fund requirements are currently predominantly met through loans and by issue of debentures to banks, financial institutions and mutual funds. We also place commercial paper and mobilise retail fixed deposits (including secured non-convertible debentures) and inter-corporate deposits. We have also raised subordinated loans eligible for Tier II capital. We believe that through our treasury operations, we are able to maintain our ability to repay borrowings as they mature and obtain new loans at competitive rates.

Our treasury department undertakes liquidity management by seeking to maintain an optimum level of liquidity and complying with the RBI requirement of asset liability management. The objective is to ensure the smooth functioning of all our branches and at the same time avoid the holding of excessive cash. Our treasury maintains a balance between interest-earning liquid assets and cash to optimise earnings.

Our treasury department also manages the collection and disbursement activities from our corporate office in Mumbai. We actively manage our cash and funds flow using various cash management services provided by banks. As part of our treasury activities, we also invest our surplus funds in fixed deposits with banks, liquid debt-based mutual funds and government securities. Our investments are made in accordance with the investment policy approved by the Board.

Our investments are predominantly in government securities, mutual funds, bank fixed deposits and certificates of deposit with banks.

Capital Adequacy

We are subject to the capital adequacy ratio ("CAR") requirements prescribed by the RBI. We are currently required to maintain a minimum CAR of 15.00%, as prescribed under the Master Directions on Non-Banking Financial Company-Systemically Important Non-Deposit taking Company and Deposit taking Company (Reserve Bank) Directions, 2016, as amended from time to time, based on our total capital to risk-weighted assets. All deposit taking NBFCs have to maintain a minimum capital ratio, consisting of Tier I and Tier II capital, which shall not be less than 15.00% of its aggregate risk-weighted assets on balance sheet and risk adjusted value of off-balance sheet items. We ordinarily maintain capital adequacy higher than the statutorily prescribed CAR. As of March 31, 2021, our CAR computed on the basis of applicable RBI requirements was 22.50% compared to the minimum capital adequacy requirement of 15.00% stipulated by the RBI.

The following table sets out our capital adequacy ratios derived from Ind AS on a standalone basis as on March 31, 2021, March 31, 2020 and March 31, 2019:

	As of March 31, 2021	As of March 31, 2020	As of March 31, 2019
Capital adequacy ratio (per cent.)	22.50%	21.99%	20.27%

Tier I Capital Adequacy Ratio (per cent.)	19.94%	18.13%	15.62%
Tier II Capital Adequacy Ratio (per cent.)	2.56%	3.86%	4.65%

Given the relatively minimal scale of our present operations in our other business lines such as corporate agency for insurance, we do not directly compete with others in these segments. However, as our operations in our other business lines expand, we may face significant competition in these segments in future.

Competition

In our principal business line, the pre-owned commercial vehicle financing sector, we experience competition from private unorganised financiers that principally operate in the local market. These private operators have significant local market expertise, but lack brand image and organizational structure. For new commercial vehicle financing, we compete with more conventional lenders, such as banks and other NBFCs. Given the relatively minimal scale of our present operations in our other business lines, we do not directly compete with others in these segments. However, as our operations in our other business lines expand, we may face significant competition in these segments in future.

Credit Rating

The following table sets forth certain information with respect to our credit ratings:

Credit Rating Agency	Instrument	Ratings as on December 31, 2021
CRISIL	Fixed Deposit	CRISIL FAAA/ Stable
CRISIL	Bank Loan Long Term	CRISIL AA+/Stable
CRISIL	Bank Loan Short Term	CRISIL A1+
CRISIL	Non-Convertible Debentures	CRISIL AA+/Stable
CRISIL	Subordinate Debt	CARE AA+/Stable
CRISIL	Short Term Debt	CRISIL A1+
CRISIL	Long-Term Principal Protected Market Linked Debentures	CRISIL PP-MLD AA+r/Stable
India Ratings	Non-Convertible Debentures	IND AA+/ Stable outlook
India Ratings	Dual Recourse Market Linked Debentures	IND PP-MLD AAA(CE)emr'/ Stable
India Ratings	Dual Recourse Bond	
India Ratings		IND AAA (CE)/Stable
India Ratings	Subordinated Debt	IND AA+/Stable outlook
CARE	Commercial Paper	IND A1+
CARE	Non-Convertible Debentures	CARE AA+/Stable
CARE	Subordinated Debt	CARE AA+/Stable
ICRA	Commercial Paper	CARE A1+
Standard & Poor's Ratings	Fixed Deposit	MAA+ with Stable outlook
Standard & Poor's Ratings	Long-Term Issuer Credit Rating	BB-/ Stable
Standard & Poor's Ratings	Short-Term Issuer Credit Rating	B
Standard & Poor's Ratings	Offshore Rupee Denominated Bond (Masala Bond)	BB-
Fitch Ratings	U.S. Dollar Senior Secured Notes	BB-
Fitch Ratings	Long-Term Issuer Default Rating	BB / Stable
Fitch Ratings	Short-Term Issuer Default Rating	B
Fitch Ratings	Offshore Rupee Denominated Bond (Masala Bond)	BB
Fitch Ratings	U.S. Dollar Senior Secured Notes	BB

The rating of the long term and short term instruments by Rating Agency and/or Agencies indicates high degree of safety regarding timely servicing of financial obligations and carrying very low credit risk.

Risk Management

We have developed a strong risk-assessment model in order to maintain healthy asset quality. The key risks and risk-mitigation principles we apply to address these risks are summarized below:

Interest Rate Risk

Our results of operations are dependent upon the level of our net interest margins. Net interest income is the difference between our interest income and interest expense. Since our balance sheet consists of rupee assets and predominantly Rupee liabilities, movements in domestic interest rates constitute the primary source of interest rate risk. We assess and manage the interest rate risk on our balance sheet through the process of asset liability management. We borrow funds at fixed and floating rates of interest, while we extend credit at fixed rates. In the absence of proper planning and in a market where liquidity is limited, our net interest margin may decline, which may impact our revenues and ability to exploit business opportunities.

We have developed stable long-term relationships with our lenders, and established a track record of timely servicing our debts. This has enabled us to become a preferred customer with most of the major banks and financial institutions with whom we do business. Moreover, our valuation capabilities enable us to invest in good quality assets with stable, attractive yields. Significantly, our loans are classified as priority sector assets by the RBI, such that these loans, when securitised, find a ready market with various financial institutions, including our lenders.

Liquidity Risk

Liquidity risk arises due to non-availability of adequate funds or non-availability of adequate funds at an appropriate cost, or of appropriate tenure, to meet our business requirements. This risk is minimised through a mix of strategies, including asset securitisation and assignment and temporary asset liability gap.

We monitor liquidity risk through our asset liability management (ALM) function with the help of liquidity gap reports. This involves the categorisation of all assets and liabilities into different maturity profiles, and evaluating these items for any mismatches in any particular maturities, especially in the short-term. The ALM policy has capped the maximum mismatches in the various maturities in line with RBI guidelines and ALCO guidelines.

To address liquidity risk, we have developed expertise in mobilising long-term and short-term funds at competitive interest rates, according to the requirements of the situation. For instance, we structure our indebtedness to adequately cover the average three-year tenure of loans we extend. As a matter of practice, we generally do not deploy funds raised from short-term borrowing for long-term lending.

Credit risk

Credit risk is the risk that the Company will incur a loss because its customers or counterparties fail to discharge their contractual obligations. The Company manages and controls credit risk by setting limits on the amount of risk it is willing to accept for individual counterparties and for geographical concentrations, and by monitoring exposures in relation to such limits.

Credit risk is monitored by the credit department of the Company. It is their responsibility to review and manage credit risk, including environmental and social risk for all types of counterparties. Credit risk consists of line credit managers who are responsible for their business lines and manage specific portfolios and experts who support both the line credit manager, as well as the business with tools like credit risk systems, policies, models and reporting.

The Company has established a credit quality review process to provide early identification of possible changes in the creditworthiness of counterparties.

The credit quality review process aims to allow the Company to assess the potential loss as a result of the risks to which it is exposed and take corrective actions.

Cash management risk

Our branches collect a substantial amount of our customers' payments in cash. Lack of proper cash management practices could lead to losses. To address cash management risks, we have developed advanced cash management checks that we employ at every level to track and tally accounts. Moreover, we conduct regular audits to ensure the highest levels of compliance with our cash management systems. Customers are gradually migrating towards non-cash payment modes such as NACH and Digital. Customers can use "MyShriram" app on their smartphones or create a login under "Customer online" option on the Company website <http://www.stfc.in> and make loan repayments. We

are educating our customers for EMI payment through payment gateways and payments through debit cards by swiping them in our POS machines at the branches.

Employees

As of 31 March 2021, the total number of our employees was 24,452.

We have built a highly capable workforce primarily by recruiting fresh graduates. As our business model requires an entrepreneurial approach in dealing with truck operators, we prefer to recruit and train fresh graduates in achieving our objectives. Moreover, we prefer to recruit our workforce from the area in which they will be serving our customers, in order to benefit from the workforce's knowledge of the local culture, language, preferences and territory. We emphasise both classroom training and on-the-job skills acquisition. Post recruitment, an employee undergoes induction training to gain an understanding of our Company and our operations. Our relationship executives are responsible for customer origination, loan administration and monitoring as well as loan recovery, which enables them to develop strong relationships with our customers. We believe our transparent organisational structure ensures efficient communication and feedback and drives our performance-driven work culture.

In a business where personal relationships are an important driver of growth, relationship executive attrition may lead to loss of business. We therefore endeavour to build common values and goals throughout our organisation, and strive to ensure a progressive career path for promising employees and retention of quality intellectual capital in our Company. We provide a performance-based progressive career path for our employees. For instance, we introduced an employee stock option plan in 2005 for eligible employees. We believe our attrition rates are among the lowest in the industry at managerial levels.

Intellectual Property

Pursuant to a license agreement dated November 21, 2014 between our Company and Shriram Ownership Trust ("SOT"), as amended in terms of agreement dated March 18, 2016 and novated in terms of the deed of novation cum amendment dated May 17, 2019 entered into between our Company, SOT and Shriram Value Services Limited ("SVS"), we are entitled to use the brand name "Shriram" and the associated mark. In this regard, our Company had to pay royalty to SOT until September 30, 2019 and currently to SVS (since SOT had gifted all its intellectual property in the brand name "Shriram" and its associated marks to SVS, the royalty for the same commencing from September 30, 2019 is payable to SVS) on the gross turnover of our Company. Along with the royalty, our Company also was required to pay to SOT (until September 30, 2019) and now SVS (commencing from September 30, 2019) amounts by way of reimbursement of actual expenses incurred by SOT / SVS in respect of protection and defence of the copyright. The license agreement is valid until September 30, 2024, after which the agreement will be automatically renewed for a further period of five years on the same terms, unless otherwise decided by both parties or upon occurrence of a breach by either party of the material terms of the license arrangement. The agreement is not terminable unless mutually agreed by both parties.

Technology

We use information technology as a strategic tool in our business operations to improve our overall productivity. We believe that our information systems enable us to manage our nationwide operations network well, as well as to effectively monitor and control risks.

Our Company has various security controls in place to mitigate risks and safeguard the Company against security breaches and technological lapses, including established disaster recovery centres located in different seismic zones, periodic upgrading of servers and data storage, accreditation from the International Organisation for Standardisation for our Company's information security management system and regular audits.

All our branches are online, connected through a virtual private network with our central server located at our data centre.

Property

Our registered office is at Sri Towers, 14A, South Phase, Industrial Estate, Guindy, Chennai – 600 032, Tamil Nadu, India. Our corporate office is at Wockhardt Towers, Level 3, West Wing, C-2, G Block, Bandra – Kurla Complex,

Bandra (East) Mumbai 400 051, India. As of March 31, 2021, we had 1,817 branches across India. We typically enter into lease agreements for these strategic business units and branch locations.

C. HISTORY, MAIN OBJECTS AND KEY AGREEMENTS

Brief background of our Company

Our Company was incorporated as a public limited company under the provisions of the Companies Act, 1956, by a certificate of incorporation dated June 30, 1979, issued by the RoC. Our Company commenced its operations, pursuant to a certificate of commencement of business dated October 9, 1979. Subsequently, our Company has obtained a certificate of registration dated September 4, 2000 bearing registration no. A-07-00459 issued by the RBI to carry on the activities of a NBFC under section 45 IA of the RBI Act, 1934, which has been renewed on April 17, 2007 (bearing registration no. 07-00459).

Registered office and change in registered office of our Company

The registered office of our Company is Sir Towers, 14A, South Phase, Industrial Estate, Guindy Chennai, Tamil Nadu – 600 032. The Board of Directors of the Company at its meeting held on August 19, 2020, had inter alia approved to shift the registered office of our Company from Mookambika Complex, 3rd Floor, No. 4, Lady Desika Road, Mylapore, Chennai, Tamil Nadu – 600 004, to the present address.

Corporate Structure

Shriram Capital Limited is the Promoter of the Company. Our Company has no subsidiary company.

Amalgamation of Shriram Investments Limited and Shriram Overseas Finance Limited with our Company

The Hon'ble High Court of Madras vide its order dated November 25, 2005, approved the scheme of arrangement and amalgamation of the erstwhile SIL, with our Company, ("SIL Scheme of Merger"). The appointed date for the SIL Scheme of Merger was April 1, 2005 and the record date for the purposes of re-organisation and issue of shares pursuant to the SIL Scheme of Merger was December 21, 2005.

The Hon'ble High Court of Madras vide its order dated December 1, 2006, approved the scheme of arrangement and amalgamation of the erstwhile SOFL with our Company, ("SOFL Scheme of Merger"). The appointed date for the SOFL Scheme of Merger was April 1, 2005 and the record date for the purposes of re-organisation and issue of shares pursuant to the SOFL Scheme of Merger was February 9, 2007.

Amalgamation of Shriram Holdings (Madras) Private Limited with our Company

Pursuant to the SHMPL Scheme of Merger sanctioned under Section 391 to 394 read with Section 100 to 104 of the Companies Act, 1956, between our Company and SHMPL, as approved by the Hon'ble High Court of Madras vide the Merger Order, the business and undertaking of SHMPL, our erstwhile promoter, was merged into our Company with a view of, inter alia, reducing shareholding tiers, optimizing administrative costs and enabling the shareholders of SHMPL to hold equity shares directly in our Company. The appointed date under the SHMPL Scheme of Merger was April 1, 2012, and the SHMPL Scheme of Merger became effective from November 5, 2012 when a certified true copy of the order of the Hon'ble High Court of Madras approving the SHMPL Scheme of Merger was filed with the ROC by SHMPL and our Company, ("SHMPL Effective Date"). On the SHMPL Effective Date, SHMPL was merged into our Company without winding up of SHMPL under Section 394 of the Companies Act, 1956. Pursuant to the SHMPL Scheme of Merger, 9,38,72,380 equity shares of the face value of Rs.10 each fully paid up of our Company, were issued and allotted, to the members of SHMPL whose names were recorded in the register of members of SHMPL on November 5, 2012 in connection with the SHMPL Scheme of Merger, in the ratio of 313:124 i.e. 313 equity shares of the face value of Rs.10 each fully paid up of our Company issued for every 124 equity shares of the face value of Rs.10 each fully paid up of SHMPL, held by the respective members thereof. Accordingly, 9,33,71,512 (Nine crores thirty-three lakhs seventy-one thousand five hundred and twelve only) equity shares of the face value of Rs.10 each of our Company, earlier held by SHMPL stood cancelled pursuant to the SHMPL Scheme of Merger coming into effect.

Amalgamation of Shriram Equipment Finance Company Limited with our Company

Pursuant to the SEFCL Scheme of Merger sanctioned under Section 391 to 394 of the Companies Act, 1956, and the other applicable provisions of the Act between our Company and SEFCL, as approved by the Hon'ble High Court of Madras vide the SEFCL Merger Order dated March 31, 2016. Accordingly, the business and undertaking of SEFCL, our erstwhile subsidiary, was merged into our Company to enable greater focus and attain synergy benefits which would inter alia result in simplification of group structures, integration of operations, better administration and cost reduction. The appointed date under the SEFCL Scheme of Merger was April 1, 2015, and the SEFCL Scheme of Merger became effective from April 19, 2016 when a certified true copy of the order of the Hon'ble High Court of Madras approving the SEFCL Scheme of Merger was filed with the ROC by SEFCL and our Company, ("SEFCL Effective Date"). On the SEFCL Effective Date, SEFCL was merged into our Company without winding up of SEFCL under Section 394 of the Companies Act, 1956 and the authorized share capital of our Company was reorganised from Rs.5,97,00,00,000 divided into 39,70,00,000 Equity Shares and 2,00,00,000 cumulative redeemable preference shares of Rs.100 each to ₹15,97,00,00,000 divided into 64,70,00,000 Equity Shares of Rs.10 each and 9,50,00,000 redeemable preference shares of Rs.100 each. Pursuant to the SEFCL Effective Date, no equity shares of our Company were allotted in lieu of our Company holding shares in SEFCL and the share capital of SEFCL stood cancelled.

Main objects of our Company

The main objects of our Company as contained in our Memorandum of Association are:

- To carry on and undertake business as Financiers and Capitalists, to finance operations of all kinds such as managing, purchasing, selling, hiring, letting on hire and dealing in all kinds of vehicles, motor cars, motor buses, motor lorries, scooters and all other vehicles;
- To undertake and carry on all operations and transactions in regard to business of any kind in the same way as an individual capitalist may lawfully undertake and carry out and in particular the financing Hire Purchase Contracts relating to vehicles of all kinds;
- To carry on and undertake business as Financier and Capitalists to finance operations of all kinds such as managing, purchasing, selling, hiring, letting on hire and dealing in all kinds of property, movable or immovable goods, chattels, lands, bullion;
- To undertake and carry on all operations and transactions in regard to business of any kind in the same manner as an individual capitalist may lawfully undertake and carryout and in particular financing hire purchase contracts relating to property or assets of any description either immovable or movable such as houses, lands, stocks, shares, Government Bonds;
- To carry on and become engaged in financial, monetary and other business transactions that are usually and commonly carried on by Commercial Financing Houses, Shroffs, Credit Corporations, Merchants, Factory, Trade and General Financiers and Capitalists;
- To lend, with or without security, deposit or advance money, securities and property to, or with, such persons and on such terms as may seem expedient;
- To purchase or otherwise acquire all forms of immovable and movable property including Machinery, Equipment, Motor Vehicles, Building, Cinema Houses, Animals and all consumer and Industrial items and to lease or otherwise deal with them in any manner whatsoever including resale thereof, regardless of whether the property purchased, and leased be new and/or used;
- To provide a leasing advisory counselling service to other entities and/or form the leasing arm for other entities;
- The Company shall either singly or in association with other Bodies Corporate act as Asset Management Company/Manager/Fund Manager in respect of any Scheme of Mutual Fund whether Open-End Scheme or Closed-end Scheme, floated/ to be floated by any Trust/Mutual Fund (whether offshore or on shore)/ Company by providing management of Mutual Fund for both offshore and onshore Mutual Funds, Financial Services Consultancy, exchange of research and analysis on commercial basis;

- Constitute any trust and to subscribe and act as, and to undertake and carry on the office or offices and duties of trustees, custodian trustees, executors, administrators, liquidators, receivers, treasurers, attorneys, nominees and agents; and to manage the funds of all kinds of trusts and to render periodic advice on investments, finance, taxation and to invest these funds from time to time in various forms of investments including shares, term loans and debentures etc.;
- Carry on and undertake the business of portfolio investment and Management, for both individuals as well as large Corporate Bodies and/or such other bodies as approved by the Government, in Equity Shares, Preference Shares, Stock, Debentures (both convertible and non-convertible), Company deposits, bonds, units, loans obligations and securities issued or guaranteed by Indian or Foreign Governments, States, Dominions, Sovereigns, Municipalities or Public Authorities and/or any other Financial Instruments, and to provide a package of Investment/Merchant Banking Services by acting as Managers to Public Issue of securities, to act as underwriters, issue house and to carry on the business of Registrar to Public issue/various investment schemes and to act as Brokers to Public Issue;
- Without prejudice to the generality of the foregoing to acquire any share, stocks, debentures, debenture-stock, bonds, units of any Mutual Fund Scheme or any other statutory body including Unit Trust of India, obligations or securities by original subscription, and/or through markets both primary, secondary or otherwise participating in syndicates, tender, purchase, (through any stock exchange, OTC exchange or privately), exchange or otherwise and to subscribe for the same whether or not fully paid up, either conditionally or otherwise, to guarantee the subscription thereof and to exercise and to enforce all rights and powers conferred by or incidental to the ownership thereof and to advance deposit or lend money against securities and properties to or with any company, body corporate, firms, person or association or without security and on such terms as may be determined from time to time;
- To engage in Merchant Banking activities, Venture Capital, acquisitions, amalgamations and all related merchant banking activities including loan syndication;
- To carry on the business as manufacturers, Exporters, Importers, Contractors, Sub-contractors, Sellers, Buyers, Lessors or Lessees and Agents for Wind Electric Generators and turbines, Hydro turbines, Thermal Turbines, Solar modules and components and parts including Rotor blades, Braking systems, Tower, Nacelle, Control unit, Generators, etc. and to set up Wind Farms for the company and/or for others either singly or jointly and also to generate, acquire by purchase in bulk, accumulate, sell, distribute and supply electricity and other power (subject to and in accordance with the laws in force from time to time);
- To carry on business of an investment company or an Investment Trust Company, to undertake and transact trust and agency investment, financial business, financiers and for that purpose to lend or invest money and negotiate loans in any form or manner, to draw, accept, endorse, discount, buy, sell and deal in bills of exchange, hundies, promissory notes and other negotiable instruments and securities and also to issue on commission, to subscribe for, underwrite, take, acquire and hold, sell and exchange and deal in shares, stocks, bonds or debentures or securities of any Government or Public Authority or Company, gold and silver and bullion and to form, promote and subsidise and assist companies, syndicates and partnership to promote and finance industrial enterprises and also to give any guarantees for payment of money or performance of any obligation or undertaking, to give advances, loans and subscribe to the capital of industrial undertakings and to undertake any business transaction or operation commonly carried on or undertaken by capitalists, promoters, financiers and underwriters;
- To act as investors, guarantors, underwriters and financiers with the object of financing Industrial Enterprises, to lend or deal with the money either with or without interest or security including in current or deposit account with any bank or banks, other person or persons upon such terms, conditions and manner as may from time to time be determined and to receive money on deposit or loan upon such terms and conditions as our Company may approve provided that our Company shall not do any banking business as defined under the Banking Regulations Act, 1949;
- To carry on in India or elsewhere the business of consultancy services in various fields, such as, general, administrative, commercial, financial, legal, economic, labour and industrial relations, public relations, statistical, accountancy, taxation and other allied services, promoting, enhancing propagating the activity of investment in securities, tendering necessary services related thereto, advising the potential investors on

investment activities, acting as brokers, sub-brokers, Investment Consultant and to act as marketing agents, general agents, sub agents for individuals/ bodies corporate/Institutions for marketing of shares, securities, stocks, bonds, fully convertible debentures, partly convertible debentures, Non-convertible debentures, debenture stocks, warrants, certificates, premium notes, mortgages, obligations, inter corporate deposits, call money deposits, public deposits, commercial papers, general insurance products, life insurance products and other similar instruments whether issued by government, semi government, local authorities, public sector undertakings, companies corporations, co-operative societies, and other similar organizations at national and international levels;

- To carry on the business of buying, selling of trucks and other CVs and reconditioning, repairing, remodelling, redesigning of the vehicles and also acting as dealer for the said vehicles, for all the second hand commercial and other vehicles and to carry on the business of buying, selling, importing, exporting, distributing, assembling, repairing and dealing in all types of vehicles including re-conditioned and re-manufactured automobiles, two and three wheelers, tractors, trucks and other vehicles and automobile spares, replacement parts, accessories, tools, implements, tyres and tubes, auto lamps, bulbs, tail light and head light bulbs, assemblies and all other spare parts and accessories as may be required in the automobile industry.

Subsidiaries or associate companies

As on the date of this Placement Memorandum, our Company has no subsidiary company. Our Company holds 44.56% of the ownership interest in Shriram Automall India Limited, which is the only associate company of our Company.

Key terms of our Material Agreements

License agreement dated November 21, 2014 between Shriram Ownership Trust (“SOT”) and our Company read with the Addendum no. 1 to the license agreement dated March 18, 2016 between the same parties read with deed of novation cum amendment dated May 17, 2019 between the same parties and Shriram Value Services Limited (“SVS”) (the “License Agreement”):

Pursuant to the License Agreement, SOT granted a non-exclusive license on a non-transferable and non-assignable basis to use the brand name “SHRIRAM” and the associated mark (the “Brand Name”) to our Company in connection with the business activities of our Company in the territory of India during the term of the Brand Name. Pursuant to SOT gifting its intellectual property in “SHRIRAM” and associated marks to SVS, the Company, SOT and SVS have entered into a deed of novation cum amendment dated May 17, 2019 to record the same.

The main terms of the License Agreement include:

Consideration: A license fee of 1.00 per cent. on the total income of our Company every financial year. The total amount of license fee the Company pays to SOT (upto September 30, 2019) and to SVS (after September 30, 2019) in a Fiscal shall be subject to a ceiling of 5.00 127 per cent. of the profit of the Company before tax and license fee with effect from April 1, 2015. Duration: The License Agreement will remain in force for a period of five years commencing from until September 30, 2024, after which the agreement will be automatically renewed for a further period of five years on the same terms, unless otherwise decided by both parties or upon occurrence of a breach by either party of the material terms of the license arrangement. The agreement is not terminable unless mutually agreed by both parties. Each party is entitled to terminate this Agreement upon a material breach of the terms and conditions of the license set forth in the agreement by the other party, which has not been cured within a period of 90 days following receipt of written notice of such breach.

Arbitration: Any dispute or difference arising between SOT / SVS and our Company shall be referred to an arbitrator decided on a mutual consent and the decision of the arbitrator is final and binding on both the parties. The place of arbitration shall be in Chennai.

Agreement dated August 21, 2010 between SCL and our Company (the “Loan Agreement”)

Our Company has executed the Loan Agreement with SCL in connection with the grant of intercorporate loans to SCL or to any of its associates/affiliates and the disbursements of loans thereof. The main terms of the Loan Agreement include:

Limit: The grant of the loans by our Company to SCL or to any of its associates/affiliates can be utilised in one or more tranches, subject to the total amount of net loans outstanding from SCL and/or its associates/affiliates to our Company in aggregate not exceeding Rs. 30,000.00 lacs at any point of time. The aggregate loans utilised by SCL and/or its associates/affiliates shall not exceed the aggregate of the net worth of SCL predetermined by the latest available audited balance sheet.

(b) Rate of interest: Subject to the rate of interest payable on the loans not being lower than the prevailing bank rate, being the standard rate made public under section 49 of the RBI Act, the rate of interest shall be 11.00 per cent. per annum.

(c) Disbursement: The disbursement of loans shall be subject to availability of liquid funds with our Company at the relevant point of time, payable quarterly for the period up to March 2011. The interest rate shall be fixed on a half yearly basis on every April 1 and October 1 for the succeeding six month period, based on average cost of funds to the lender.

The same terms and conditions apply mutatis mutandis to the loan given by SCL to our Company.

Agreement dated August 21, 2010 between SCL and our Company (the “Loan Agreement”)

Our Company has executed the Loan Agreement with SCL in connection with the grant of intercorporate loans to SCL or to any of its associates/affiliates and the disbursements of loans thereof. The main terms of the Loan Agreement include:

(a) Limit: The grant of the loans by our Company to SCL or to any of its associates/affiliates can be utilised in one or more tranches, subject to the total amount of net loans outstanding from SCL and/or its associates/affiliates to our Company in aggregate not exceeding Rs. 30,000.00 lacs at any point of time. The aggregate loans utilised by SCL and/or its associates/affiliates shall not exceed the aggregate of the net worth of SCL predetermined by the latest available audited balance sheet.

(b) Rate of interest: Subject to the rate of interest payable on the loans not being lower than the prevailing bank rate, being the standard rate made public under section 49 of the RBI Act, the rate of interest shall be 11.00 per cent. per annum.

(c) Disbursement: The disbursement of loans shall be subject to availability of liquid funds with our Company at the relevant point of time, payable quarterly for the period up to March 2011. The interest rate shall be fixed on a half yearly basis on every April 1 and October 1 for the succeeding six month period, based on average cost of funds to the lender.

The same terms and conditions apply mutatis mutandis to the loan given by SCL to our Company.

Service Agreement dated May 3, 2017 between SCL and our Company, (“Service Agreement”)

Our Company has executed the Service Agreement with SCL for formalising its arrangement with regard to the role and services to be provided by SCL to our Company. The main terms of the Service Agreement are:

(a) Role of SCL: SCL shall continue to render key support services to the Company, in connection with group strategy, new ventures, our management information system, synergy, group human resource, brand building, risk management, taxation, regulatory, secretarial, group information technology, external relations, corporate communications and investor relations. The Company shall utilise these key support services, in accordance with the terms of the Service Agreement.

(b) Consideration: Our Company paid Rs. 3,990.00 lacs plus taxes as consideration for the services rendered under this agreement for the year ended March 31, 2019, in quarterly instalments. Subject to annual review by the Board of Directors and/ or the Audit Committee of our Company, the fee may be increased by up to 5.00 per cent. per annum over the fee paid in the previous financial year and shall be payable in quarterly instalments.

Term: The Service Agreement came into force with effect from April 1, 2017 and is valid for a period of 5 years from that date. Upon expiry of the initial term, the agreement will stand automatically renewed with the same annual increases as set out herein unless otherwise agreed in writing by the parties.

(d) Arbitration: All disputes under the Service Agreement shall be settled by arbitration by a sole arbitrator to be mutually agreed by the parties in accordance with the provisions of Arbitration and Conciliation Act, 1996. The place of arbitration is in Chennai and the language of arbitration is English.

LEGAL PROCEEDINGS

We are, from time to time, involved in a number of legal proceedings in the ordinary course of our business, which involve matters pertaining to, amongst others, tax, regulatory, recovery proceedings and other disputes. Except as disclosed below, there is no outstanding litigation involving our Company that would have a material and adverse effect on the operations or the financial position of the Company.

Further, except as stated below, our Company is not aware of any pending litigation involving the Company which involves issues of moral turpitude or criminal liability, material violations of statutory regulations or proceedings relating to economic offences.

1. Our Company filed an appeal before the Supreme Court of India (Special Leave Petition (Civil) 35142 of 2009) against an order dated November 18, 2009 passed by the High Court of Kerala in connection with a writ petition filed challenging the action of Commissioner of Commercial Taxes, Kerala, directing our Company to register under the provisions of the Kerala Money Lenders Act, 1958. The High Court of Kerala, pursuant to the impugned order, had dismissed an appeal in connection with the aforesaid writ petition, thereby *inter alia* confirming the aforesaid direction of the Commissioner of Commercial Taxes, Kerala. The Supreme Court of India admitted the appeal and, pursuant to an order dated December 16, 2009, stayed the operation of the impugned order. The aforesaid matter is pending hearing and final disposal.
2. Our Company filed a writ petition (Writ Petition No. 47108/2011) on December 15, 2011, against the State of Karnataka and others before the High Court of Karnataka *inter alia* seeking (a) a declaration that the provisions of the Karnataka Money Lenders Act, 1961 and the Karnataka Prohibition of Charging Exorbitant Interest Act, 2004 (collectively, the “**Impugned Statutes**”) do not apply to NBFCs and the Company, in particular, (b) to strike down the Impugned Statutes, (c) a writ in the nature of certiorari or other suitable writ, order or direction quashing an order issued by the Karnataka State Money Lending Department dated September 29, 2011 and proceedings initiated against our Company pursuant to the Impugned Statutes, (d) interim relief by staying the proceedings initiated against our Company pursuant to the Impugned Statutes and (e) restraining the Karnataka state money lending authorities from initiating action against our Company under the aforesaid statutes. The High Court of Karnataka by its order dated December 16, 2011 stayed the proceedings initiated against our Company pursuant to the Impugned Statutes. The aforesaid matter is pending hearing and final disposal.
3. Our Company filed an appeal before the Supreme Court of India, Special Leave Petition (Civil) (9711-9713) of 2014 against the common final judgment and order dated October 8, 2013 passed by the High Court of Judicature at Calcutta in Writ Petition No. 24 of 2010, Writ Petition No. 4 of 2011 and Writ Petition No. 6 of 2011 challenging the decision to uphold the imposition of value added tax on NBFCs disposing off vehicles for recovery of loans taken by borrowers by treating said NBFCs as dealers as defined under Section 2 (11) of the West Bengal Value Added Tax 2003. The aforesaid matter is pending hearing and final decision.
4. Our Company, on April 8, 2019, received a showcause notice dated March 30, 2019 (the “**SCN**”) from the Directorate of Enforcement which functions under the aegis of Ministry of Finance, Government of India. The SCN relates to the issue of warrants by SHMPL to a non-resident investor pursuant to a share subscription agreement executed in 2006. It is alleged in the SCN that warrants issued by SHMPL were not permitted instruments which could be issued to non-resident investors in 2006 and accordingly there was a contravention of provisions of the FEMA and the relevant rules made thereunder to the extent of Rs. 24,360.12 lacs. The SCN was issued to our Company in its capacity as a successor in interest of SHMPL to show cause as to why adjudication proceedings should not be initiated against it and certain

individuals who were the then directors of SHMPL at the relevant time. During 2006 and 2007, SHMPL, which was classified as an investment holding company under the applicable regulatory regime, issued equity shares and warrants to Newbridge India Investments II Limited (the “**Newbridge**”). The approval granted by the Foreign Investment Promotion Board, also functioning under the aegis of Ministry of Finance, Government of India (“**FIPB**”) (the “**FIPB Approval**”), permitted SHMPL to issue equity shares to the Newbridge and investment by SHMPL in equity shares and warrants to be issued by three non-banking financial companies in which 100% foreign direct investment was permitted under the extant direct foreign investment policy of the government of India, utilising the monies received from the Newbridge. All warrants issued by SHMPL to the Newbridge were converted into equity shares of SHMPL in 2006 and 2007. There was a delay on the part of SHMPL in filing the relevant forms indicating the receipt of monies from the Newbridge and issue of equity shares and warrants against such receipt, and the relevant forms were filed in 2013 (after amalgamation of SHMPL with our Company). Our Company, in the capacity of successor of interest of erstwhile SHMPL had filed a compounding application for the delay and had paid the penalty imposed on us by the RBI. At this time, the RBI had referred to the FIPB Approval (as amended by a subsequent letter from the FIPB dated January 31, 2006) and indicated that since the FIPB Approval only mentioned the issue of equity shares to the Newbridge, a post-facto approval/ clarification be obtained from the FIPB regarding issue of warrants to the Newbridge. Accordingly, our Company had, in a letter dated March 14, 2013 written to the FIPB, in response to which a letter dated March 20, 2013 was received by our Company from the FIPB stating that the policy regarding issue of warrants was not explicit in the year 2006 when the warrants in question were issued by then SHMPL and that since the warrants in question have already been converted into equity shares, there was no requirement of their approval. In the years 2016 and 2017, the Enforcement Directorate raised queries in relation to the aforementioned issue of warrants in the year 2006 by SHMPL, to which our Company has responded and provided all documents requested, including by way of personal appearances and submissions made by our executive director and senior management personnel. Pursuant thereto, the Company received the SCN on April 8, 2019. Our Company has filed its reply to the SCN on June 6, 2019 setting out why the Company believes that the issuance of the SCN was not warranted. The Company received an order dated March 4, 2020 from the Directorate of Enforcement (“**ED**”) which imposed a penalty of Rs. 50,000,000 on the Company in connection with the matter citing contravention of provisions of Section 6(3)(b) of FEMA, 1999 read with Regulation 4 of Foreign Exchange Management (Transfer or Issue of Security by a Person Resident outside India) Regulations, 2000. In this regard, the ED has also levied a penalty of Rs. 5,000,000, each, on three persons, the then directors of the erstwhile SHMPL. Our Company has further filed a writ petition dated June 4, 2020 before the High Court of Madras, requesting, inter alia, for a stay of the order dated March 4, 2020. On July 1, 2020, the High Court of Madras has admitted the Company's writ petition challenging the order dated March 04, 2020 of the Directorate of Enforcement (ED) levying penalty of Rs. 50,000,000 on the Company and granted conditional stay order with the direction to the Company to deposit 25% of the penalty amount in the Court and the three persons to deposit 10% of their respective penalty amounts with the court within four weeks. The Company has deposited the amount with the Hon'ble Madras High Court. The matter is sub judice. The Deputy Legal Adviser, Directorate of Enforcement has filed an appeal before the Hon'ble Appellate Tribunal for Foreign Exchange, New Delhi (Appellate Tribunal) against the said order dated March 04, 2020 of the Special Director of Enforcement. The Company will contest the appeal filed in the Hon'ble Appellate Tribunal in the competent forum to seek appropriate legal remedy.

5. In relation to the SCN received by the Company in relation to the issue of warrants by SHMPL, our Company and our Director Mr. Ravi Devaki Venkataramam (erstwhile director of SHMPL and two persons, the erstwhile directors of the erstwhile SHMPL have received notices dated February 24, 2021 issued by the Zonal office of the Enforcement Directorate (“**Final Demand Notices**”), referring to its order of March 4, 2020 and the fact that payment has not been made as per the terms of the aforementioned notice. The notice provides a final opportunity to the addressees to make payment of the balance amount (over and beyond the monies deposited in accordance with the conditional stay order of the High Court of Madras) within 10 days of receipt of the notice. On March 11, 2021 the Company, said Director and the two erstwhile directors of SHMPL have sent replies to the Final Demand Notice, referring to the stay order granted by the High Court of Madras and stating that amounts paid by them have been paid as per the directions of the High Court of Madras. The reply further highlights that the order of the High Court was issued in the presence of the Enforcement Directorate and the payment of monies in accordance with the order has been acknowledged by the Enforcement Directorate. Accordingly, the replies call for withdrawal of the Final Demand Notices.

6. Transgulf Frozen Food Containers Private Limited had filed, a first information report against, *inter alia*, our Company, our former director Mr. Arun Duggal and our Director Mr. Umesh Govind Revankar, on December 26, 2014 at the Kavi Nagar Police Station, District Ghaziabad under Sections 420, 467, 468, 471 and 120-B of the Indian Penal Code, 1860. Subsequently, a charge sheet was filed and a criminal case no. 10030 of 2016 read with case no. 2784/2017 was initiated against our Company, our former director Mr. Arun Duggal and our Director, Mr. Umesh Govind Revankar before the court of ACJM VI, Ghaziabad. Thereafter, the accused had filed certain applications before the High Court for quashing of chargesheet which was dismissed by the High Court. In the interim the Magistrate, Ghaziabad had issued directions to the accused to appear and subsequently issued bailable and thereafter non-bailable warrants against the accused. The accused have currently received bail and the matter is currently pending before the Magistrate, Ghaziabad for framing of charges.
7. A criminal application (Cri.M.A.No.604/2018) was filed by Mr. Sudhir Satyawar Kamble (the “**Complainant**”), before the court of Judicial Magistrate First Class, Islampur (“**JMFC**”) against our Company, Shriram General Insurance Corporation Limited and certain present and past Directors of our Company. This application was prompted by the denial of an insurance claim for a sum of Rs. 20 lacs by Shriram General Insurance Corporation Limited (“**SGICL**”) in the Motor Accidents Claim Tribunal in relation to a tempo (vehicle no. MH-10-AQ-2171) purchased by one Mr. Samir Sikandar Mulla, pursuant to a loan availed from the Company. The said tempo was involved in an accident with a motorcycle resulting in the death of one person and injury to one of riders of the motorcycle. Mr. Mulla claimed to have insured his tempo with SGICL. However, the claim made by him in the Motor Accident Claim Tribunal against SGICL was denied on the ground that the insurance policy taken by Mr. Mulla was bogus and SGICL had not issued any policy to him. The criminal application was filed alleging that our Company and SGICL had, inter alia, committed the offences of criminal breach of trust, cheating and forgery, against Mr. Mulla. On October 8, 2018 the JMFC had passed an ex-parte order against our Company directing that the complaint filed by the Complainant be treated as a first information report (“**FIR**”) for investigation by the Islampur police. In response to the order of the JMFC above, on November 19, 2018, our Company and certain directors named in the complaint filed a revision application (Cri.Revi. Application no.32/2018) before the Court of Additional District and Session Judge at Islampur, inter alia, for setting aside and/or correcting the order of the JMFC as being grossly erroneous, where the Company contended that the Complainant is neither a borrower of the Company nor had any dealings with our Company / our directors and had no locus standi to file the complaint in respect of which the order dated October 08, 2018 was passed by the JMFC. It was also contended that the said order was passed without giving the Company and certain directors of the Company a proper and legal opportunity of being heard.

The Additional District and Session Judge at Islampur, vide an order dated November 21, 2018, had stayed the order dated October 8, 2018 passed by JMFC. By subsequent order dated February 6, 2019, the Additional District and Session Judge at Islampur has partially allowed the revision application made by our Company and the matter was remanded to the trial court for fresh inquiry at its original stage. On March 27, 2019, the complainant filed an application for impleading the directors of SGICL including Mr. Umesh Revankar, who is also one of our directors, as part of the criminal proceedings. The last hearing in this case was on March 20, 2021 and the next hearing is on September 11, 2021.

8. Mr. Praveen Sharma has filed a first information report dated August 3, 2015 under Sections 406, 420, 465 and 506 of the Indian Penal Code, 1860, against, *inter alia*, our Director, Mr. Umesh Govind Revankar in relation to non-payment of his fees. The matter is currently pending before the Chief Judicial Magistrate, Lucknow. Thereafter, Mr. Revankar and certain other defendants had filed a petition before the High Court seeking quashing of the FIR. The petition has been disposed off by the High Court by way of an order dated April 25, 2016 on the ground that the cause of action was purely of a civil nature and with a direction to the State of UP to file the final report. The complainant has subsequently filed a protest petition before the Chief Judicial Magistrate, Lucknow, which is currently pending.
9. Mr. Abhishek Shukla has filed a first information report dated October 18, 2015 under Sections 406 and 420 of the Indian Penal Code, 1860, against, *inter alia*, our Director, Mr. Umesh Govind Revankar in relation to non-payment of his fees. The matter is currently pending before the Chief Judicial Magistrate, Lucknow. Thereafter, a petition by the defendants was filed before the High Court seeking quashing of the FIR. The petition has been disposed off by the High Court by way of an order dated April 1, 2016 on

the ground that the cause of action was purely of a civil nature and with a direction to the State of UP to file the final report. The matter is currently pending. The complainant has subsequently filed a protest petition before the Chief Judicial Magistrate, Lucknow, which is currently pending.

10. Certain criminal cases and recovery suits have been filed by our Company against various parties in relation to alleged violations arising in the ordinary course of our business and operations under, amongst others, the Indian Penal Code. These matters are currently pending at various stages of adjudication.

Show cause notices and proceedings initiated by SEBI against the Company, Promoter or Promoter Group

1. Shriram Insight Share Broker Limited (“SISBL”), by way of adjudication order no Order/GR/KG/2020-21/9396 dated October 13, 2020 has been penalised an amount of Rs.500,000 by the adjudicating officer, on account of violation of various SEBI circulars issued under the Stock Broker Regulations in relation for (i) failure to send pledge statements to clients; (ii) failure to settle or retention of huge amounts of securities in excess of obligations of clients (ranging from Rs. 8.37 lakhs to Rs. 6.78 crore); (iii) failure to report fund balances; and (iv) failure to upload KYC data. SISBL has paid the penalty amount. SISBL is currently evaluating further options in relation to preferring an appeal against the order dated October 13, 2020.
2. Shriram Insight Share Broker Limited (“SISBL”), by way of adjudication order no Order/KS/VC/2020-21/7594 dated April 30, 2020 has been penalised an amount of Rs. 200,000 by the adjudicating officer, on account of violation of the minimum maintenance margin as specified under the SEBI Circular no. SEBI/MRD/SE/SU/Cir-15/04 dated March 19, 2004. SISBL has paid the penalty amount. SISBL is currently evaluating further options in relation to preferring an appeal against the order dated April 30, 2020.
3. Shriram Insight Share Broker Limited (“SISBL”), by way of adjudication order Order/AA/AR/2020-21/8024 dated June 26, 2020, has been penalised an amount of Rs. 1,000,000, by adjudicating officers, on account of various non-compliances under the SEBI (Stock Broker and Sub-brokers) Regulation, 1992 (“**Stock Broker Regulations**”), the Code of Conduct under the Stock Broker Regulations and the Securities Contracts (Regulation) Rules, 1957. Appeal filed with SAT is admitted and the next date of hearing is October 7, 2021.

Tax proceedings involving our Company

Particulars	No. of outstanding cases	Amount involved (in Rs. Millions)
Indirect Tax	40	22,906.64
Direct Tax	13	1,345.47

1. Our Company filed a writ petition (no. 26590/2017 and no. 27066 to 27076/2017) before the High Court of Karnataka challenging the correctness of various orders of re-assessment passed by the Deputy Commissioner of Commercial Taxes, Bengaluru, under sections 39(1), 72(2) and 36(1) of the Karnataka Value Added Tax Act, 2003 (relating to interest amounts and penalty payable) pertaining to the tax period from 2010-2017. The issue under consideration in these petitions is whether a person (like our Company) is a “Dealer” within the Karnataka Value Added Tax Act, 2003 and whether on the sale by way of auction of the vehicles re-possessed from a defaulting borrower, our Company is liable to pay value added tax on such sale. The Honorable High Court of Karnataka, by its order dated 28 June 2017, has granted interim relief stating that no coercive process shall be taken against our Company for recovery of the demand amount by the Commercial Tax Officer, Bengaluru, subject to our Company depositing 30 per cent. of the disputed tax amount within four weeks from the date of aforesaid order, which our Company has deposited with the High Court. The petition is pending hearing and final disposal. Our Company has also prayed to stay all further proceedings pursuant to order of re-assessment and consequential notice of demand dated February 8, 2019 passed by Deputy Commissioner of Commercial Taxes (Audit) under Section 39(1) of the Act, pertaining to assessment periods commencing from April 1, 2016 to March 31, 2017.

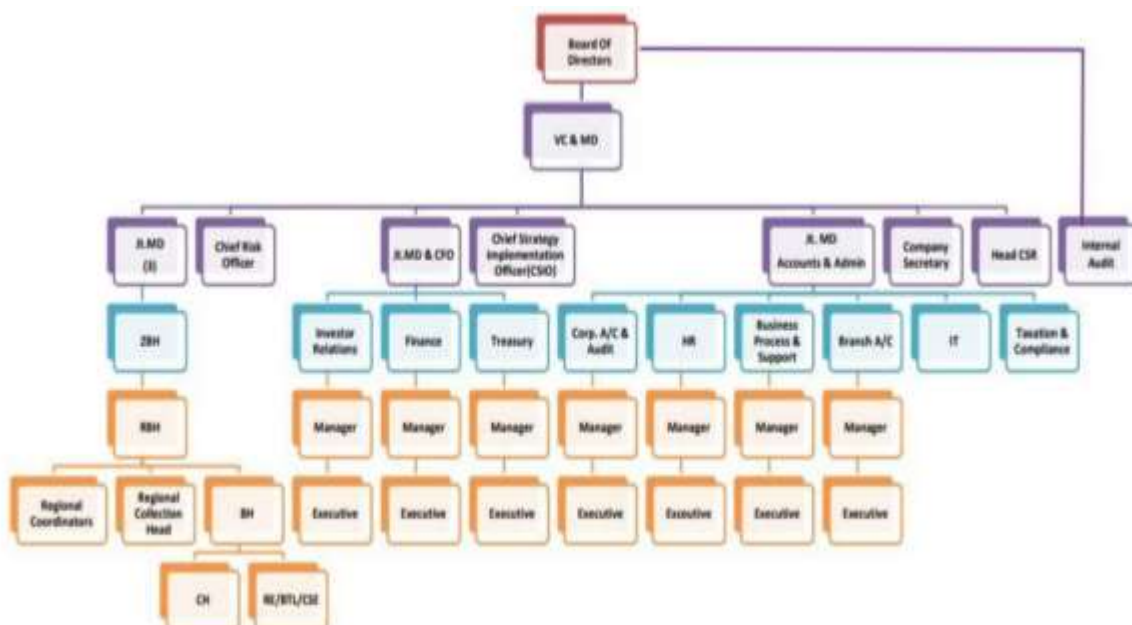
2. Our Company is contesting several disputed income tax, service tax and VAT matters before various appellate authorities. The contingent liabilities as per Indian Accounting Standard 37 as of June 30, 2021 included contingent liabilities in respect of income tax demands where the Company has filed an appeal before various authorities of ₹ 133.64 crores, VAT demand where the Company has filed an appeal before various appellate courts aggregating ₹ 117.21 crores lacs and a service tax demand for ₹ 1,976.41 crores.
3. Our Company has received an order dated 19 December 2018 from the Commissioner of CGST and Central Excise demanding service tax on provision of collection of receivables in respect of Securitisation / Direct assignments, etc., amounting to INR 1,977.54 million for the period from 1 April 2008 to 31 March 2015. In relation to certain securitisation / direct assignment transactions, our Company had charged a nominal fee or a nil fee for services provided in relation to collection and recovery of the assets assigned/ securitised and the Commissioner of CGST and Central Excise in their order has held that the services rendered by us has not been adequately valued and accordingly service tax has to be paid on the taxable value of our services (arrived at in the manner provided under the relevant rules and regulations in this regard), irrespective of actual fee charged, if any. The same is disclosed under contingent liability. Our Company has filed an appeal at the Customs Excise and Service Tax Appellate Tribunal, West Zonal Bench Mumbai, in the month of March 2019. Our Company's main contention in the appeal is that if the parties have commercially agreed that the fee for certain services in nil or nominal, the tax on such service should be limited to a portion of the fee so agreed upon. Matter was listed on 6/11/2020, next date is not yet updated.
4. Our Company filed a writ petition (no. 45164 /2017) on 28 December 2017 before the High Court of Judicature at Hyderabad for the State of Telangana and State of Andhra Pradesh (the "High Court") against the order passed by the Deputy Commissioner (CT), Secunderabad Division, Hyderabad in suo moto revision proceeding in Rc.No.R1/46/2014 dated 8 November 2017. The issue under consideration in this petition is whether NBFCs are liable to pay tax on the monies generated from sale of repossessed vehicles for realizing the outstanding dues against loans advanced to customers and whether such sale of repossessed vehicles would constitute a "sale" within the meaning of the Andhra Pradesh Value Added Tax Act, 2005. The High Court of Judicature at Hyderabad for the State of Telangana and State of Andhra Pradesh, by its order dated 2 January 2018, has granted stay of recovery of disputed tax, subject to our Company paying one-third of the disputed tax amount within four weeks from the date of the aforesaid order, which our Company has deposited with the High Court. Since our Company has already paid one-third of the disputed tax amount, the High Court has in terms of its order dated August 20, 2020 granted interim stay with respect to the proceedings. The petition is pending hearing and final disposal.
5. The Company has received orders from the office of the Commissioner (CGST) dated September 30, 2020 and March 17, 2021 which has raised a demand to the tune of INR 1,402.72 Crores and INR 375.94 crores respectively for the period from FY2006-07 to 2015-16 and FY 2016-17 to 2017- 18 (upto June 2017) respectively including interest and penalty. The order has been made on the basis that the Company, a registered NBFC, was providing hire-purchase and financial leasing services for commercial vehicles and did not pay service tax on the income earned on the said activities. The services being carried out by the Company referred to in the order came to light during the course of an audit of the accounts of Shriram Investments Limited, an entity which has been merged into the Company with effect from April 01, 2005. The Company has filed a writ petition in the Bombay High Court against the said Order received on December 24, 2020.

Proceedings involving our Promoter:

There are no litigation, economic or securities related offences, civil or criminal prosecutions for any offences, or regulatory proceedings (irrespective of whether they are covered under Part I of Schedule V of the Companies Act, 2013, as amended) tax liabilities, disputes, non-payment of statutory dues nor any defaults or arrears claimed against or otherwise involving the Promoter, whose outcome have a material adverse effect on the financial position, operations or prospects of the Company.

II. Corporate Structure of the Issuer

The Company is managed by its board of directors and does not have any holding company or subsidiary company. The Promoter of the Company is Shriram Capital Limited.

**ACRONYMS:**

- A/C:** Accounts
- BTL:** Branch Team Leader
- BH:** Branch Head
- CH:** Collection Head
- CSE:** Customer Service Executive
- CFO:** Chief Finance Officer
- CSR:** Corporate Social Responsibility
- IT:** Information Technology
- Jt. MD:** Joint Managing Director
- HR:** Human Resource
- NH:** National Head
- RE:** Relationship Executive
- RBH:** Regional Business Head
- VC & MD:** Vice Chairman & Managing Director
- ZBH:** Zonal Business Head

III. Project Cost and means of financing

Not Applicable.

IV. *A columnar representation of the audited financial statement both on standalone and consolidated basis for a period of three completed years along with the auditor's report and the requisite schedules, footnotes, summary etc. - Please refer Annexure VIII of this Placement Memorandum.*

V. Key operational and financial parameters for the last 3 audited years (consolidated basis)

A summary of our key operational and financial parameters derived from Ind AS financial statements on a consolidated basis for the latest Fiscal 2021, Fiscal 2020 and Fiscal 2019 are as follows*:

(Rs. In Crores)

Parameters	Nine Months ended Dec 31, 2021	Fiscal 2021 (Audited)	Fiscal 2020 (Audited)	Fiscal 2019 (Audited)
Net worth(1)	25,439.49	21,689.65	18,114.67	15,935.14
Total Borrowings of which	1,12,623.16	1,06,196.41	94,371.75	87,914.40
Debt Securities	39,627.83	40,061.87	34,266.96	34,181.76
Borrowings (other than debt securities)	46,889.96	45,281.37	42,474.60	37,189.30
Deposits	21,417.78	16,232.41	11,960.12	10,341.46
Subordinated Liabilities	4,687.59	4,620.76	5,670.07	6,201.88
Property, plant and equipment	109.34	124.44	149.88	143.46
Other Intangible assets	3.24	2.39	2.67	1.97
Total Financial assets	1,37,644.17	1,28,368.73	1,13,302.20	1,04,950.41
Total Non-financial assets	1,891.56	1,459.05	963.59	468.55
Cash and cash equivalents	12,495.75	11,050.93	3,088.99	1,029.14
Bank balance other than above	5,643.60	5,390.89	4,225.93	2,952.33
Investments	5,667.48	3,346.77	2,935.63	4,125.54
Total Financial liabilities	1,13,777.85	1,07,766.67	95,791.85	88,932.74
Total Non-financial liabilities	290.75	343.82	331.63	523.46
Total income	14,186.64	17,436.40	16,582.63	15,545.70
Interest Income	13,718.10	17,128.14	16,267.46	15,384.28

Finance Costs	7,330.59	9,054.26	8,270.26	7,511.26
Impairment on financial instruments	3,100.07	3,118.40	2,794.88	2,382.26
Profit for the year	1,629.87	2,498.83	2,512.27	2,575.68
Total Comprehensive Income	1,646.53	2,406.01	2,507.78	2,573.26

*Please note that the above disclosures are made basis the financial statements prepared as per the IND AS requirements.

A summary of our key operational and financial parameters derived from Ind AS financial statements on a standalone basis for the latest Fiscal 2021, Fiscal 2020 and Fiscal 2019 are as follows:

(Rs. In Crores)

Parameters	Nine Months ended Dec 31, 2021	Fiscal 2021 (Audited)	Fiscal 2020 (Audited)	Fiscal 2019 (Audited)
Total Borrowings of which	25,282.57	1,06,196.41	94,371.75	87,914.40
Debt Securities	1,12,623.16	40,061.87	34,266.96	34,181.76
Borrowings (other than debt securities)	39,627.83	45,281.37	42,474.60	37,189.30
Deposits	46,889.96	16,232.41	11,960.12	10,341.46
Subordinated Liabilities	21,417.78	4,620.76	5,670.07	6,201.88
Property, plant and equipment	4,687.59	124.44	149.88	143.46
Other Intangible assets	109.34	2.39	2.67	1.97

Total Financial assets	3.24	1,28,219.81	1,13,165.05	1,04,823.93
Total Non-financial assets	1,37,487.25	1,459.05	963.59	468.55
Cash and cash equivalents	1,891.56	11,050.93	3,088.99	1,029.14
Bank balance other than above	12,495.75	5,390.89	4,225.93	2,952.33
Investments	5,643.60	3,197.85	2,798.48	3,999.06
Total Financial liabilities	5,510.56	1,07,766.67	95,791.85	88,932.74
Total Non-financial liabilities	1,13,777.85	343.82	331.63	523.46
Asset Under Management as per Ind AS(2)	290.75	1,17,242.83	1,09,749.24	1,04,482.27
Off-balance sheet assets as per Ind AS (3)	1,24,601.77	1,051.23	1,247.53	2,174.79
Total income	1,276.20	17,436.40	16,582.63	15,545.70
Interest Income	14,186.64	17,128.14	16,267.46	15,384.28
Finance Costs	13,718.10	9,054.26	8,270.26	7,511.26
Impairment on financial instruments	7,330.59	3,118.40	2,794.88	2,382.26
Profit for the year / quarter	3,100.07	2,487.26	2,501.84	2,563.99
Total Comprehensive Income		2,394.24	2,497.10	2,561.67

	1,621.80			
Stage 3 Assets as a percentage of Total Loan Assets as per Ind AS (gross of Provisions) (per cent.)(4)	1,638.53	7.14%	8.46%	8.43%
Stage 3 Asset net of Stage 3 Provision as a percentage of Net Loan Assets as per Ind AS (per cent.)(5)	8.40%	4.26%	5.69%	5.69%
Tier I Capital Adequacy Ratio (per cent.)	4.36%	19.94%	18.13%	15.62%
Tier II Capital Adequacy Ratio (per cent.)	21.35%	2.56%	3.86%	4.65%

*Please note that the above disclosures are made basis the financial statements prepared as per the IND AS requirements.

Notes:

- (1) Net worth as defined in Section 2(57) of the Companies Act, 2013 means the aggregate value of the paid-up share capital and all reserves created out of the profits, securities premium account and debit or credit balance of profit and loss account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.
- (2) Asset Under Management as per Ind AS: Total loan assets and loan assets assigned, which continue to be serviced by the transferor.
- (3) Off-balance sheet assets as per Ind AS: Hypothecation loans assigned till date, which continue to be serviced by the transferor.
- (4) Stage 3 Assets as a percentage of Total Loan Assets as per Ind AS (gross of Provisions): Stage 3 Assets includes financial assets that have objective evidence of impairment at the reporting date as defined under Ind AS.
- (5) Stage 3 Assets net of Stage 3 Provision.

VI. Gross Debt Equity Ratio of the Company:-

Before the issue of debt securities (as per latest audited Balance Sheet as on March 31, 2021)	4.92
After the issue of debt securities (as per latest audited Balance Sheet as on March 31, 2021)	4.96

VII. Details of any other contingent liabilities of the Issuer based on the last audited financial statements including amount and nature of liability:-

(Rs. In Crore)

Particulars	As at March 31, 2021
In respect of Income tax demands where the Company has filed appeal before various authorities	133.64
VAT demand where the Company has filed appeal before various appellates	117.21
Service tax demands where the Company has filed appeal before various authorities	1,976.41
Guarantees and counter guarantees	-
Guarantees given for subsidiary	-

Penalty levied for Contravention of provisions of Section 6(3)(b) of FEMA, 1999 read with Regulation 4 of Foreign Exchange Management (Transfer or Issue of Security by a Person Resident outside India) Regulations, 2000	5.00
Total	2,232.26

Future cash outflows in respect of above are determinable only on receipt of judgements /decisions pending with various forums/authorities. It is not practicable for the Company to estimate the timings of the cashflows, if any, in respect of the above pending resolution of the respective proceedings. The Company does not expect any reimbursement in respect of the above contingent liabilities. The Company is of the opinion that above demands are not sustainable and expects to succeed in its appeals. The management believes that the ultimate outcome of these proceedings will not have a material adverse effect on the Company's financial position and results of operations.

I. A brief history of the company since its incorporation giving details of its following activities:

i. Details of Share Capital as on last quarter end i.e. December 31, 2021:-

Share Capital	In Lacs
AUTHORISED SHARE CAPITAL	
64, 70, 00, 000 Equity Shares of Rs. 10/- each	64,700
9,50,00,000 Preference Shares of Rs. 100/- each	95,000
TOTAL	159,700
ISSUED(*) (\$)	
27,05,25,854 Equity Shares of Rs. 10 /- each	27052.59
SUBSCRIBED (\$)	
27,05,19,713 Equity Shares of Rs. 10 /- each	27051.97
PAID-UP SHARE CAPITAL (\$)	
27,05,19,713 Equity Shares of Rs. 10/- each	27051.97
Securities premium account (\$)	
NOTES:	
<p>The Equity Shares allotted for consideration other than cash are as follows:</p> <p>a) 6,06,33,350 fully paid-up Equity Shares of our Company have been allotted to the shareholders of Shriram Investments Ltd (SIL), pursuant to a scheme of amalgamation sanctioned by the Hon'ble High Court of Madras vide its order dated November 25, 2005, in a ratio of 1 fully paid up Equity Share of our Company, for every 1 fully paid up equity share of the face value of Rs. 10/- each, of SIL;</p> <p>b) 1,86,45,886 fully paid-up Equity Shares of our Company have been allotted to the shareholders of Shriram Overseas Finance Ltd (SOFL), pursuant to a scheme of amalgamation sanctioned by the Hon'ble High Court of Madras vide its order dated December 1, 2006, in a ratio of 3 fully paid up Equity Shares of our Company, for every 5 fully paid up equity shares of the face value of Rs. 10/- each, of SOFL;</p> <p>c) Pursuant to Shriram Holdings (Madras) Pvt. Ltd. (SHMPL) Scheme of Merger sanctioned vide the SHMPL Merger Order passed by the Hon'ble High Court of Madras, our Company issued and allotted 9,38,72,380 fully paid up equity shares of our Company to the shareholders of SHMPL, whose names appeared in the register of members on the specified</p>	

Share Capital	In Lacs
date in connection with the aforesaid scheme of amalgamation, in a ratio of 313 fully paid up Equity shares of our Company, for every 124 fully paid up equity shares of the face value of Rs. 10 each, of SHMPL.	
d) Pursuant to the issuance of 64,95,420 Equity Shares on a rights basis on April 21, 1995, 64,84,910 Equity Shares were allotted, and 10,510 Equity Shares were kept in abeyance and not allotted, on account of unavailability of certain information in connection with certain applicants of Equity Shares in the said rights issue. Subsequently, 2,369 Equity Shares and 2,000 Equity Shares of the aforementioned Equity Shares kept in abeyance were allotted on November 11, 1995 and December 28, 1995, respectively. Currently, 6,141 Equity Shares are still kept in abeyance and pending allotment.	

(*) 48,000 equity shares of Rs.10 each of SIL, on which Rs. 5 was paid up for each of the said shares, were forfeited on January 17, 1997, ("Forfeited Shares"). Pursuant to the scheme of amalgamation sanctioned by the Hon'ble High Court of Madras vide its order dated November 25, 2005, as detailed in para (a) above, the Forfeited Shares have become a part of the share capital of our Company, by operation of law. The shareholders in their 40th annual general meeting held on June 27, 2019 considered and approved the cancellation of the forfeited shares from the issued and subscribed share capital of the Company. The appropriate accounting entries have been made in the books of accounts of the Company in this regard.

(§) On November 25, 2021 the Company issued and allotted 17,36,100 Equity Shares of Face value of Rs. 10/- each fully paid up, pursuant to exercise of option for conversion of 17,36,100 Warrants issued in terms of Chapter V of SEBI (ICDR) Regulations, 2018 (Preferential Issue) to Shriram Capital Limited (Promoter)

Share Capital	In Lacs
AUTHORISED SHARE CAPITAL	
64, 70, 00, 000 Equity Shares of Rs. 10/- each	64,700
9,50,00,000 Preference Shares of Rs. 100/- each	95,000
TOTAL	159,700
ISSUED(*) (\$)	
27,05,25,854 Equity Shares of Rs. 10 /- each	27052.59
SUBSCRIBED (\$)	
27,05,19,713 Equity Shares of Rs. 10 /- each	27051.97
PAID-UP SHARE CAPITAL (\$)	
27,05,19,713 Equity Shares of Rs. 10/- each	27051.97
Securities premium account (\$)	
NOTES:	
The Equity Shares allotted for consideration other than cash are as follows:	
a) 6,06,33,350 fully paid-up Equity Shares of our Company have been allotted to the shareholders of Shriram Investments Ltd (SIL), pursuant to a scheme of amalgamation sanctioned by the Hon'ble High Court of Madras vide its order dated November 25, 2005, in a ratio of 1 fully paid up Equity Share of our Company, for every 1 fully paid up equity share of the face value of Rs. 10/- each, of SIL;	
b) 1,86,45,886 fully paid-up Equity Shares of our Company have been allotted to the shareholders of Shriram Overseas Finance Ltd (SOFL), pursuant to a scheme of amalgamation sanctioned by the Hon'ble High Court of Madras vide its order dated December 1, 2006, in a ratio of 3 fully paid up Equity Shares of our Company, for every 5 fully paid up equity shares of the face value of Rs. 10/- each, of SOFL;	

Share Capital	In Lacs
<p>c) Pursuant to Shriram Holdings (Madras) Pvt. Ltd. (SHMPL) Scheme of Merger sanctioned vide the SHMPL Merger Order passed by the Hon'ble High Court of Madras, our Company issued and allotted 9,38,72,380 fully paid up equity shares of our Company to the shareholders of SHMPL, whose names appeared in the register of members on the specified date in connection with the aforesaid scheme of amalgamation, in a ratio of 313 fully paid up Equity shares of our Company, for every 124 fully paid up equity shares of the face value of Rs. 10 each, of SHMPL.</p> <p>d) Pursuant to the issuance of 64,95,420 Equity Shares on a rights basis on April 21, 1995, 64,84,910 Equity Shares were allotted, and 10,510 Equity Shares were kept in abeyance and not allotted, on account of unavailability of certain information in connection with certain applicants of Equity Shares in the said rights issue. Subsequently, 2,369 Equity Shares and 2,000 Equity Shares of the aforementioned Equity Shares kept in abeyance were allotted on November 11, 1995 and December 28, 1995, respectively. Currently, 6,141 Equity Shares are still kept in abeyance and pending allotment.</p>	

(*) 48,000 equity shares of Rs.10 each of SIL, on which Rs. 5 was paid up for each of the said shares, were forfeited on January 17, 1997, ("Forfeited Shares"). Pursuant to the scheme of amalgamation sanctioned by the Hon'ble High Court of Madras vide its order dated November 25, 2005, as detailed in para (a) above, the Forfeited Shares have become a part of the share capital of our Company, by operation of law. The shareholders in their 40th annual general meeting held on June 27, 2019 considered and approved the cancellation of the forfeited shares from the issued and subscribed share capital of the Company. The appropriate accounting entries have been made in the books of accounts of the Company in this regard.

(§) On November 25, 2021 the Company issued and allotted 17,36,100 Equity Shares of Face value of Rs. 10/- each fully paid up, pursuant to exercise of option for conversion of 17,36,100 Warrants issued in terms of Chapter V of SEBI (ICDR) Regulations, 2018 (Preferential Issue) to Shriram Capital Limited (Promoter)

Changes in the authorised capital of our Company as on last quarter end i.e. December 31, 2021, for the last three years from date of this Placement Memorandum:

Date of AGM/EGM	Alteration
March 31, 2016	The Authorised share capital of our Company was reorganised from Rs. 5,97,00,00,000 divided into 39,70,00,000 Equity Shares and 2,00,00,000 cumulative redeemable preference shares of Rs. 100 each to Rs. 15,97,00,00,000 divided into 64,70,00,000 Equity Shares and 9,50,00,000 preference shares of Rs. 100 each *
NOTES: *The authorised capital of our Company was increased, pursuant to a scheme of amalgamation for merger of the erstwhile subsidiary Shriram Equipment Finance Company Ltd a wholly owned subsidiary with our Company ("SEFCL Scheme of Merger"). The appointed date for the SEFCL Scheme of Merger was April 01, 2015. The SEFCL Scheme of Merger was approved by the Hon'ble High Court of Judicature at Madras, vide its order dated March 31,2016. The SEFCL Scheme of Merger was effective from April 19, 2016.	

i. Changes in its capital structure as on last quarter end i.e. December 31, 2021, for the last three years:

The Company issued and allotted 261,78,777 Equity Shares under rights issue of face value of Rs. 10/- each (Rights Equity Shares) to the eligible equity shareholders at an issue price of Rs.570/- per Equity Share (including premium of Rs.560/- per Equity Share). The Issue opened on July 16, 2020 and closed on July 30, 2020. The Rights Equity Shares were allotted on August 06, 2020.

ii. Equity Share Capital History of the Company as on last quarter end i.e. June 30, 2021 for the five years:

The Company issued and allotted 139,86,000 Equity Shares of face value Rs.10/- each to eligible qualified institutional buyers at the issue price of Rs.1,430/- per Equity Share (including a premium of Rs.1,420/- per Equity Share) at a discount of Rs.3.32 per Equity Share i.e. 0.23% of the floor price of Rs.1,433.32/- per Equity Share, aggregating to Rs.19,99,99,80,000/- by way of qualified institutions placement (QIP Issue). The QIP Issue opened on June 7, 2021 and closed on June 11, 2021. These equity shares were allotted on June 12, 2021.

iii. Equity Share Capital History of the Company as on last quarter end i.e. September 30, 2021 for the last five years:

The Company issued and allotted on July 8, 2021 (i) 1,736,100 Equity Shares of the Company, fully paid-up, at a price of Rs. 1,440/- per Equity Share including a premium of Rs. 1,430/- per Equity Share, aggregating up to Rs. 2,499,984,000/- and (ii) 1,736,100 Warrants convertible into 1,736,100 Equity Shares at a price (including the warrant subscription price and the warrant exercise price) of Rs. 1,440/- each, aggregating up to Rs. 2,499,984,000/- on a preferential basis to Shriram Capital Limited, Promoter of the Company. The Company received the subscription money of Rs. 624,996,000/- for allotment of 1,736,100 Warrants convertible in to Equity Shares, being 25% of the Issue price of Rs. 1,440/- of the Warrants at Rs. 360/- per Warrant, towards the warrant subscription price. The remaining amounts shall be payable as per the terms approved by the Members of the Company in its Extra-Ordinary General Meeting held on July 7, 2021.

iv. Equity Share Capital History of the Company as on last quarter end i.e. December 31, 2021 for the last five years:

The Company issued and allotted on November 25, 2021, 17,36,100 Equity Shares of Face value of Rs. 10/- each fully paid up, allotted pursuant to exercise of option for conversion of 17,36,100 Warrants issued in terms of Chapter V of SEBI (ICDR) Regulations, 2018 (Preferential Issue) to Shriram Capital Limited (Promoter) of the Company.

v. Details of any Acquisition or Amalgamation in the last 1 year: - NIL

vi. Details of reorganization or reconstruction in last 1 year : NIL

vii. Details of shareholding of the company as on latest quarter end as on December 31, 2021

i. Shareholding of the Company as on quarter ending December 31, 2021:

A. Promoter and promoter group shareholding:

Sr No	Category of shareholder	Nos. of shareholders	No. of fully paid up equity shares	Shareholding as a % of total no. of shares	Number of equity shares held in dematerialized form	Sr No	Category of shareholder
1	Promoter & Promoter Group	2	70494053	26.06	70494053	1	Promoter & Promoter Group
2	Public	97,897	200025660	73.94	197860481	2	Public
	Total	97899	270519713	100.00	268354534		Total

B. Statement showing shareholding pattern of the Promoter and Promoter Group

Sr No	Category of shareholder	Nos. of shareholders	No. of fully paid up equity shares	Shareholding as a % of total no. of shares	Number of equity shares held in dematerialized form
1	Indian	0	0	0	0
A	Individuals/Hindu undivided Family	0	0	0	0
B	Central Government/ State Government(s)	0	0	0	0

C	Financial Institutions/ Banks	0	0	0	0
D	Any Other (specify)				
	Bodies Corporate	2	70494053	26.06	70494053
	Sub-Total (A)(1)	2	70494053	26.06	70494053
2	Foreign	0	0	0	0
A	Individuals (Non-Resident Individuals/ Foreign Individuals)	0	0	0	0
B	Government	0	0	0	0
C	Institutions	0	0	0	0
D	Foreign Portfolio Investor	0	0	0	0
E	Any Other (specify)	0	0	0	0
	Sub-Total (A)(2)	0	0	0	0
	Total Shareholding of Promoter and Promoter Group (A)= (A)(1)+(A)(2)	2	70494053	26.06	70494053

C. Statement showing shareholding pattern of the Public shareholder

Sr No	Category of shareholder	Nos. of shareholders	No. of fully paid up equity shares	Shareholding as a % of total no. of shares	Number of equity shares held in dematerialized form
1	Institutions				
A	Mutual Funds	31	17024365	6.29	1,69,96,220
B	Venture Capital Funds				
C	Alternate Investment Funds	7	1120813	0.41	1120813
D	Foreign Venture Capital Investors				
E	Foreign Portfolio Investors	680	143770393	53.15	143770393
F	Financial Institutions/ Banks	3	10310	0.00	10100
G	Insurance Companies	16	22732085	8.40	22732085
H	Provident Funds/ Pension Funds	1	249300	0.09	249300
I	Any Other (specify)				
	Sub-Total (B)(1)	738	184907266	68.35	184878911
2	Central Government/ State Government(s)/ President of India				
	Sub-Total (B)(2)				
3	Non-institutions				
A	Individuals -				
I	Individual shareholders holding nominal share capital up to Rs. 2 lakhs.	94837	11313073	4.18	91,94,545
ii	Individual shareholders holding nominal share capital in excess of Rs. 2 lakhs.	22	1143791	0.42	1143791
B	NBFCs registered with RBI	3	1609	0.00	1609
C	Employee Trusts				
D	Overseas Depositories (holding DRs) (balancing figure)				
E	Any Other (specify)				
	Clearing Members	1	1060474	0.39	1060474
	FII	1	65018	0.02	65018
	FIRMS/AOP	1792	352890	0.13	349890
	Bodies Corporate	3	276119	0.10	276119
	LLP	126	387102	0.14	387102
	Non-Resident Indian (NRI)	348	490239	0.18	474943
	IEPF	1	19092	0.01	19092
	Trusts	25	8987	0.00	8987

	Unclaimed or Suspense or Escrow Account				
	Sub-Total (B)(3)	2297	2659921	0.98	2641625
	Total Public Shareholding (B)= (B)(1)+(B)(2)+(B)(3)	97897	200025660	73.94	197860481

NOTES TO SHAREHOLDING PATTERN –

- I. *The Promoter Group as defined under Regulation 2(1)(t) of Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers Regulations, 2011, (SAST Regulations 2011): 1. Shriram Ownership Trust 2. Shriram Financial Ventures (Chennai) Pvt Limited 3 Shriram Life Insurance Company Limited 4. Shriram General Insurance Company Limited 5. Shriram Credit Company Limited 6. Shriram Asset Management Company Limited 7. Shriram Overseas Investments Private Limited 8. Bharat Investments Pte. Limited, Singapore 9. Shriram City Union Finance Limited 10. Shriram Fortune Solutions Limited 11. Shriram Wealth Advisors Limited 12. Shriram Insight Share Brokers Limited 13. Shriram Financial Products Solutions (Chennai) Private Limited 14. Shriram Housing Finance Limited 15. Insight Commodities and Futures Private Limited 16. Shrilekha Business Consultancy Private Limited 17. Shriram Seva Sankalp Foundation 18. SGI Philippines General Insurance Co Inc. 19. Shriram Value Services Limited 20. Novac Technology Solutions Private Limited 21. Novac Digital Services Pvt Ltd (formerly Techfactory Services Private Limited) 22. Snottor Technology Services Private Limited 23. Sea Funds Management India Private Limited 24. Way2Wealth Insurance Brokers Private Limited 25. Way2Wealth Securities Private Limited 26. Way2Wealth Brokers Private Limited 27. Way2Wealth Commodities Private Limited 28. Shriram Investment Holdings Ltd 29. Shriram GI Holdings Private Limited (formerly Oner Infotech Services Private Limited).*
- II. *The Persons Acting in Concert (PAC), as defined in the SAST Regulations 2011 for the purpose of Regulation 10 of SAST Regulations, 2011: (i) Sanlam Emerging Markets (Mauritius) Limited, (ii) Shriram Mutual Fund (SMF), (iii) Mr. S Krishnamurthy (Trustee of SMF), (iv) Mr. V. N. Shivshankar (Trustee of SMF), (v) Dr. Qudsia Gandhi (Trustee of SMF), (vi) Mr. Mani Sridhar (Trustee of SMF) and (vii) Sanlam Life Insurance Limited.*
- III. *All the entities/persons mentioned in Note No. I and Note No. II are PACs for more than three years, except the entity at Sr. No. (19), (20), (21), (22), (23), (24), (25), (26), (27), (28) and (29) in Note No. I and Sr. No. (iv) in Note No. II are PACs for less than three years.*
- IV. *None of the above-mentioned entities/persons in Note No. I and II hold any shares in the Company except the entity at Sr. No. (2) in Note No. I and (vii) in Note No. II.*

ii. List of top 10 holders of equity shares of the Company as on last quarter end (as on December 31, 2021):

Sr. No.	Name of shareholders	PAN	Address	Total Number of Equity Shares held*	Percentage Holding (%)
1.	Shriram Capital Limited	AABCS2726B	Shriram House, No.4 Burkit Road, T. Nagar, Chennai- 600 017	70437147	26.04
2.	Life Insurance Corporation Of India	AAACL0582H	ICICI Bank Ltd SMS Dept 1st Floor Empire Complex, S B Marg Lower Parel, Mumbai – 400 013	17290708	6.39
3.	Fidelity Investment Trust Fidelity Series	AAATF2631A	Citibank N.A. Custody Services FIFC- 9th Flr, G Block Plot C-54	11380373	4.21

Sr. No.	Name of shareholders	PAN	Address	Total Number of Equity Shares held*	Percentage Holding (%)
	Emerging Markets Opportunities Fund		and C-55, BKC Bandra (East), Mumbai - 400 098		
4.	Sanlam Life Insurance Limited	AAJCS8461R	Citibank N.A. Custody Services FIFC- 9th Flr, G Block Plot C-54 and C-55, BKC Bandra (East), Mumbai - 400 098	7536951	2.79
5.	J P Morgan Funds	AABCI4972E	J P Morgan Chase Bank N.A.India Sub Custody , 6th Floor, Paradigm B, Mind Space, Malad (W), Mumbai - 400 064	6341558	2.34
6.	Government Pension Fund Global	AACCN1454E	CITIBANK N.A. Custody Services, FIFC- 9th Floor, G Block,Plot C-54 And C-55, BKC,Bandra - East, Mumbai – 400098	6222217	2.30
7.	HDFC trustee company ltd.-under various Funds	AAATH1809A	HDFC Bank Limited, Custody Operation, Sempire Plaza Twr-1, 4th Floor, Chandan Nagar LBS Marg, Vikhroli (West), Mumbai – 400 083	5048670	1.87
8.	Wishbone fund Ltd.	AACCW0287G	CITIBANK N.A. Custody Services, FIFC- 9TH Floor, G Block,Plot C- 54 And C-55, BKC,Bandra - EAST, Mumbai – 400098	4375230	1.62
9.	T. Rowe price international value equity fund	AACCT4606L	J P Morgan Chase Bank N.A.India Sub Custody 6th Floor, Paradigm B, Mind Space, Malad (West), Mumbai -400 064	4268990	1.58
10.	T. Rowe Price International Value Equity Trust	AACTT4125D	J P Morgan Chase Bank N.A.India Sub Custody 6th Floor, Paradigm B, Mind Space, Malad (West), Mumbai -400 064	3603397	1.33

*all shares are being held in dematerialized form.

Details of promoters of the Company:

Details of promoter holding in the company as on the latest quarter end i.e. December 31, 2021:

Sr. No.	Name of shareholders	Total Number of Equity Shares held	Total Number of Equity Shares held in Demat Form	Percentage Holding (%)	No of Shares Pledged	% of Shares pledged with respect to shares owned
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1	Shriram Capital Limited – Promoter	70437147	70437147	26.04	-	-
2	Shriram Financial Ventures (Chennai) Private Limited - Promoter Group	56906	56906	0.02	-	-

Changes from Last Quarter: 1,39,86,000 Equity shares of Face value of Rs. 10/- fully paid up were allotted under QIP on June 12, 2021

C. Following details regarding the directors of the Company:

i. Details of the current Directors of the Company:

Name, Designation and DIN	Age	Address	Date of appointment	Details of other directorship	Whether wilful defaulter (Yes/No)
Mr. Lakshminarayanan Subramanian <i>Chairman, Non-Executive and Independent Director</i> DIN: 02808698 Term: Re-appointed for 5 consecutive years commencing from January 24, 2020.	74 years	33, Paschimi Marg, First Floor, Vasant Vihar, New Delhi – 110 057	September 22, 2009	i. Shriram Automall India Limited; ii. Shriram Life Insurance Company Limited; iii. ELCOM Systems Private Limited; iv. Indofil Industries Limited; v. Elcom Innovations Private Limited. vi. Cartrade Tech Limited	No
Mr. Umesh Govind Revankar <i>Vice Chairman and Managing Director</i> DIN: 00141189 Term: Re-appointment for a period of five years w.e.f. October 26, 2019.	56 years	1001, Simran CHS Ltd., Plot no. 9, 15th Road, Khar (West), Near Gabana HDFC Bank, Mumbai – 400052.	October 25, 2016	i. Shriram Capital Limited; ii. Shriram Credit Company Limited; iii. Shriram General Insurance Company Limited; iv. Shriram Automall India Limited; v. Shriram Life Insurance Company Limited vi. Finance Industry Development Council	No
Mrs. Kishori Udeshi <i>Non-Executive and Independent Director</i> DIN: 01344073 Term: The shareholders of our Company have	77 years	15, Sumit Apartment, 31, Carmichael Road, Mumbai-400 026	October 30, 2012	i. ION Exchange (India) Ltd. ii. HALDYN Glass Limited; iii. Thomas Cook (india) Limited; iv. ELANTAS Beck India Limited; v. Shriram Automall India Limited; vi. SOTC Travel Limited	No

approved by postal ballot declared on December 5, 2018, extension of her tenure by a period of five years with effect from April 1, 2019.				vii. Kalyan Jewellers India Limited viii. Cartrade Tech Limited	
Mr. Sridhar Srinivasan <i>Non-Executive and Independent Director</i> DIN: 00004272 Term: Re-appointed for 5 consecutive years commencing from October 20, 2019.	70 years	D-905, Ashok Towers, Dr. S.S Rao Road, Parel, Mumbai- 400 012	October 20, 2014	i. Strides Pharma Science Limited; ii. Jubilant Pharmova Limited iii. Strategic Research and Information Capital Services Private Limited; iv. IIFL Home Finance Limited; v. GVFL Trustee Company Private Limited vi. Universal Trustees Private Limited vii. Essfore Consultancy Services LLP viii. Evyavan Capital Limited ix. Evyavan Capital Advisors Limited x. Evyavan Asset Management Limited xi. India Mortgage Guarantee Corporation Pvt. Ltd. xii. BSE Administration and Supervision Ltd. xiii. Go Fashion (India) Ltd. xiv. Austrian Anadi Bank AG	No
Mr. Ravi Devaki Venkataraman <i>Non-Executive and Non-Independent Director</i> DIN: 00171603 Term: Liable to retire by Rotation	56 years	B3E, Regal Palm Gardens, CEE DEE YES Apartments, Velachery Tambaram Road, Velachery, Chennai-600 042	June 18, 2015	i. Shriram Capital Limited; ii. DRP Consultants Pvt. Ltd.; iii. Shriram Properties Holding Pvt. Ltd; iv. Shriram Financial Ventures (Chennai) Pvt. Ltd.; v. Envestor Ventures Limited; vi. Shriram Credit Company Limited; vii. Shrilekha Business Consultancy Private Limited viii. Take Sports Management Private Limited ix. APA Engineering Pvt. Ltd. x. R.K.P. Management Consultants Private Limited xi. Eywa Pharma Pte Limited	No

Mr. Pradeep Kumar Panja <i>Non-Executive and Independent Director</i> DIN: 03614568 Term: Five years with effect from October 25, 2018	64 years	‘Bhaskara’, 21, I Main Road, 4th Cross, Gaurav Nagar, JP Nagar 7th Phase Bangalore 560 078	October 25, 2018	i. Brigade Enterprises Ltd.; ii. Penna Cement Industries Ltd.; iii. TVS Capital Funds Pvt. Ltd. iv. The Karnataka Bank Limited v. Virescent Infrastructure Investment Manager Pvt. Ltd. vi. Asset Reconstruction Company (India) Ltd.	No
Mr. Ignatius Michael Viljoen <i>Non-Executive and Non-Independent Director</i> DIN: 08452443 Term: Liable to retire by Rotation	48 years	419, Highland Road, Kensington, Johannesburg, 2094, South Africa	May 14, 2019	i. Sanlam Credit Fund Advisor (Pty) Limited; ii. Shriram City Union Finance Ltd.; iii. African Life Holdings Limited; iv. African Life Financial Services Zambia Limited; and v. Aflife Properties Limited vi. Letshego Holdings Limited	No
Mr. Y. S. Chakravarti <i>Additional Director in the category of Non-Executive and Non-Independent Director</i> DIN: 00052308 Term: Liable to retire by Rotation	58 years	Flat No. 302, Banjara Heritage Apartments, Road No. 3 Panchavati Society, Banjara Hills, Hyderabad - 500 034	December 13, 2021	i. Shriram City Union Finance Ltd.; ii. Shriram Housing Finance Ltd.; iii. Shriram Chits (India) Pvt. Ltd.	No
Mr. Parag Sharma <i>Additional Director in the category of Executive and Non-Independent Director</i> DIN: 02916744 Term: appointed as Whole Time Director designated as Joint Managing Director and Chief Financial Officer of the Company for a period of five years with effect from December 13, 2021.	52 years	B-1401, Ellora , Plot No.27, Sector -11, CBD Belapur, Navi Mumbai - 400614	December 13, 2021	NIL	No

Mr Umesh Govind Revankar (Vice Chairman & Managing Director)

Mr. Umesh Govind Revankar holds a bachelor's degree in business management from Mangalore University and a master of business administration (MBA) in finance. He attended the Advanced Management Program at Harvard Business School. Mr. Revankar started his career with the Shriram group as an executive trainee in 1987. He has been associated with the Shriram group for the last 28 years and has extensive experience in the financial services industry. During his stint with the Shriram Group, he has shouldered various responsibilities and worked in several key roles of business operations.

Mr. Lakshminarayanan Subramanian

Mr. Lakshminarayanan Subramanian is a non-executive Chairman on our Board. He holds Bachelor's degree in Science and post graduate diploma from University of Manchester, (U.K.) in Advanced Social & Economic Studies. He was a member of the Indian Administrative Service (IAS-retired) and as such held several senior positions in the Ministry of Home Affairs, Ministry of Communications and Information Technology, Ministry of Information and Broadcasting of the Government of India and in the Department of Tourism, Culture and Public Relations, Department of Mines, Mineral Resources, Revenue and Relief and Rehabilitation of the Government of Madhya Pradesh.

Mrs. Kishori Udeshi

Mrs. Kishori Udeshi is a non-executive Director on our Board. She holds a M.A. degree in Economics from Bombay University. She retired as a Deputy Governor of the Reserve Bank of India. During her career with RBI she handled important portfolios including regulation and supervision of banking and non-banking sector. As Deputy Governor, she was chairman of BRBNM (P) Ltd. And DICGC and was on the Boards of SEBI, NABARD and Exim Bank. She served as a Member of the Financial Sector Legislative Reforms Commission set up by the Government of India in 2011.

Mr. S. Sridhar

Mr. S. Sridhar is a non-executive Director of the Company. He studied at the Indian Institute of Technology, Delhi and Jamnalal Bajaj Institute of Management Studies, Mumbai. He was awarded the Lord Aldington Banking Research Fellowship for the year 1984 by the Indian Institute of Bankers. He has received many awards / honours, particularly for his innovative business models and intuition building. He was Chairman and Managing Director of Central Bank of India until May 31, 2011 and earlier of National Housing Bank, India's regulator of Housing Finance Companies and the apex Financial Institution for housing. He is a banker with about 40 years experience in commercial and development banking of which 13 years were at the CEO / Board level. He is widely acknowledged to be an innovative, market oriented banker and strategic thinker having provided transformational leadership to the organisations he had worked for. He was a pioneer in championing the concept of affordable housing in India and contributed significantly to public policy formulation. Mr. Sridhar started his career with State Bank of India, India's largest commercial Bank. He also worked as Executive Director and Chief Operating Officer of Export Import Bank of India, India's apex export financing institution between 2001 and 2006. Currently, he serves as an Independent Director on the Boards of various companies, and also as a consultant to financial services companies. Mr. Sridhar has served in various national level committees and task forces for framing financial sector policies. He was on the Managing Committee of the Indian Banks' Association, served on the Emerging Markets Council of the Institute of International Finance, Washington DC. He has been an invited speaker at numerous national and international Conferences including Chatham House Lectures.

Mr. D.V. Ravi

Mr. D V Ravi is a commerce graduate from the University of Bangalore and holds a Post Graduate Diploma in Management from the Institute of Rural Management, Anand (IRMA). He currently serves as the Managing Director of Shriram Capital Ltd. He also serves the Board of various companies under the Group. Over time, his portfolio grew to include key areas of Corporate Strategy and services, Corporate Finance, Information Technology and Process activities of the Group. He is also the Non-Executive Director and Co-founder of TAKE Solutions Ltd., a global technology solutions and service provider. Mr. Ravi has also spearheaded several successful Mergers and Acquisitions for TAKE. He also joined the Commercial Vehicle Finance business of Shriram Group in 1992 as Head of Investment Servicing. He started his career in strategy and finance in 1987 with Karnataka Oil Seeds Federation, Bangalore. His areas of expertise in this role include Corporate Strategy, Synergy Creation, risk Management Efforts, Leadership Development and Corporate Finance.

Mr. Pradeep Kumar Panja

Mr. Pradeep Kumar Panja holds Master's Degree in Science (Statistics) from the University of Madras. He is a Certified Associate of the Indian Institute of Bankers.

He is a career banker, retired as Managing Director (Corporate Banking) of State Bank of India (SBI), the largest bank of the country, in October 2015. During his long association of 39 years with SBI (3 years of which at Board level), he gained rich experience in various areas of banking including corporate and international banking, treasury management, information technology, retail, transaction banking, strategic planning, business development, risk management.

He has excellent track record of successfully leading large teams across various business verticals of SBI. He also successfully led the US Operations of SBI as the Country Head-US. He held multiple assignments driving large projects in the Information Technology Wing of SBI. As a Head of IT (Chief Information Officer), he led SBI's IT strategy, set up India's largest data warehouse. He also led the analytics foray of SBI. During his association with SBI he was member of important committees of directors and was chairman of Risk Management Committee.

He is a member of Board of Directors of companies engaged in the business of real estate, asset reconstruction, software business, cements etc.

Mr. Ignatius Michael Viljoen

Mr. Ignatius Michael Viljoen is a Head of Credit-Sanlam Pan Africa Portfolio Management, South Africa and is responsible for a range of credit risk and credit portfolio management aspects across the various entities owned by the Sanlam Group outside of the Republic of South Africa. He has been associated with Sanlam Group since September 2003. Sanlam is a 100 year old company with strong financials, management and culture in South Africa. Sanlam is a diversified financial services group, headquartered in South Africa, operating across number of selected global markets. Mr. Ignatius Michael Viljoen is a nominee of Sanlam.

ii. Details of change in Directors since last three years:-

Name, Designation and DIN	Date of Appointment	Date of cessation, if applicable	Date of resignation, if applicable	Remarks
Mr. Amitabh Chaudhry <i>Non- Executive and Independent Director</i> DIN: 00531120	October 30, 2012	--	October 26, 2018	Resigned as an Independent Director
Mr. Pradeep Kumar Panja <i>Non-Executive and Independent Director</i> DIN: 03614568	October 25, 2018	--	--	Appointed as an additional director in the capacity of Independent Director
Mr. Sumati Prasad Mishrilal Bafna <i>Non-Executive and Independent Director</i> DIN: 00162546	September 09, 2005	April 01, 2019	--	Retired as an Independent Director
Mr. Gerrit Van Heerde <i>Non-Executive and Non-Independent Director</i> DIN: 06870337	May 15, 2014	--	May 09, 2019	Resigned as a Director

Mr. Ignatius Michael Viljoen <i>Non- Executive and Non-Independent Director</i> DIN: 08452443	May 14, 2019	--	--	Appointed as Nominee Director
Mr. Puneet Bhatia <i>Non-Executive and Non-Independent Director</i> DIN: 00143973	October 26, 2006	August 19, 2020	--	Retired in the 41 st AGM dated August 19, 2020
Mr. Y. S. Chakravarti <i>Additional Director in the category of Non-Executive and Non-Independent Director</i> DIN: 00052308	December 13, 2021			Appointed as an additional director in the category of Non-Executive and Non-Independent Director
Mr. Parag Sharma <i>Additional Director in the category of Executive and Non-Independent Director</i> DIN: 02916744	December 13, 2021			Appointed as an additional director in the category of Executive and Non-Independent Director

D. Following details regarding the Auditors of the Company:

i. Details of the Auditor of the Company:-

Name	Registered Office	Corporate Office and Website	Contact Person	Date of Appointment
M/s. Sundaram & Srinivasan Chartered Accountants	New No. 4, Old No. 23, C P Ramaswamy Road, Alwarpet, Chennai - 600018	www.sundaramandsrinivasan.com	Email: yessendes@sundaramandsrinivasan.com Tel: +91 044-24088	15th September, 2021
M/s. Khimji Kunverji & Co LLP Chartered Accountants	Sunshine Tower, Level 19, Senapati Bapat Marg, Elphinstone Road, Mumbai 400013, India	www.kkc.in	Email- info@kkc.in Tel: +91 22 61437333	15th September, 2021

ii. Details of change in Auditor since last three years:-

Name	Address	Date of Appointment	Date of cessation, if applicable	Date of resignation, if applicable
M/s. Haribhakti & Co. LLP	705, Leela Business Park, Andheri-Kurla Road, Andheri I, Mumbai- 400059	Appointed in the AGM dated June 29, 2017	Not Applicable	Not Applicable
M/s. Pijush Gupta & Co.	P 199, CIT Road, Scheme IV-M, Kolkata, West Bengal – 700010	Appointed in the AGM dated June 29, 2017	Not Applicable	Not Applicable

E. Details of borrowing of the company, as on December 31, 2021:

i. Details of Outstanding Secured Loan Facilities:-

TERM LOAN

(Rs. In Crores)

Sr. No.	Lender's Name / Name Of The Bank	Date of Disbursement	Date of Maturity	Amount Sanctioned	Amount outstanding*** * as on Dec 31, 2021	Repayment schedule	Security
1	Union Bank Of India	27-03-2017	27-03-2022	50,000.00	2,508.96	20 Quarterly Instalments	Specific Receivables
2	Bank Of India	30-03-2017	31-03-2022	50,000.00	2,500.99	20 Quarterly Instalments	Specific Receivables
3	Punjab And Sind Bank	31-03-2017	31-03-2022	25,000.00	1,228.20	20 Quarterly Instalments	Specific Receivables
4	Union Bank Of India	29-08-2017	29-08-2022	50,000.00	7,357.97	20 Quarterly Instalments	Specific Receivables
5	Bank Of India	22-09-2017	30-09-2022	20,000.00	2,986.98	20 Quarterly Instalments	Specific Receivables
6	Punjab And Sind Bank	28-09-2017	28-09-2022	24,000.00	3,582.86	20 Quarterly Instalments	Specific Receivables
7	Syndicate Bank	13-11-2017	13-02-2023	16,000.00	3,978.63	20 Quarterly Instalments	Specific Receivables
8	Indian Bank	14-11-2017	14-11-2022	30,000.00	5,773.14	20 Quarterly Instalments	Specific Receivables
9	Bank Of Baroda	29-12-2017	29-12-2022	60,000.00	11,924.64	20 Quarterly Instalments	Specific Receivables
10	Syndicate Bank	19-12-2017	13-02-2023	26,000.00	6,463.07	20 Quarterly Instalments	Specific Receivables
11	Syndicate Bank	29-12-2017	13-02-2023	8,000.00	1,989.29	20 Quarterly Instalments	Specific Receivables
12	Punjab National Bank (e-United Bank Of India)	17-01-2018	17-04-2023	30,000.00	8,976.71	20 Quarterly Instalments	Specific Receivables
13	Union Bank Of India	29-01-2018	29-01-2023	50,000.00	12,402.11	20 Quarterly Instalments	Specific Receivables
14	The Zoroastrian Cooperative Bank Limited	24-01-2018	24-01-2022	1,000.00	62.47	16 Quarterly Instalments	Specific Receivables
15	Punjab And Sind Bank	22-05-2018	22-05-2023	13,000.00	3,862.10	20 Quarterly Instalments	Specific Receivables
16	Bank Of India	04-06-2018	30-06-2023	40,000.00	11,980.73	20 Quarterly Instalments	Specific Receivables
17	Emirates NBD Bank PJSC	10-12-2018	09-03-2022	8,500.00	688.45	12 Quarterly Instalments	Specific Receivables
18	Indian Bank	29-03-2019	29-03-2024	30,000.00	13,013.40	20 Quarterly Instalments	Specific Receivables
19	KEB Hana Bank	07-05-2019	07-05-2022	5,000.00	832.82	12 Quarterly Instalments	Specific Receivables
20	Kotak Mahindra Bank	28-06-2019	28-06-2022	10,500.00	1,746.66	36 Monthly Instalments	Specific Receivables
21	Bank Of India	21-09-2019	30-09-2024	65,000.00	34,974.46	20 Quarterly Instalments	Specific Receivables
22	Deutsche Bank	24-09-2019	30-03-2022	30,000.00	30,006.47	Bullet	Specific Receivables
23	Union Bank Of India	10-10-2019	10-10-2024	50,000.00	29,382.62	20 Quarterly Instalments	Specific Receivables
24	Woori Bank	11-12-2019	11-12-2022	7,100.00	2,343.17	12 Quarterly Instalments	Specific Receivables

Sr. No.	Lender's Name / Name Of The Bank	Date of Disbursement	Date of Maturity	Amount Sanctioned	Amount outstanding*** * as on Dec 31, 2021	Repayment schedule	Security
25	Syndicate Bank	27-12-2019	27-03-2025	25,000.00	16,121.95	20 Quarterly Instalments	Specific Receivables
26	Standard Chartered Bank	31-12-2019	30-06-2022	17,500.00	17,500.88	Bullet	Specific Receivables
27	IndusInd Bank	31-12-2019	31-12-2022	16,750.00	5,483.17	12 Quarterly Instalments	Specific Receivables
28	Central Bank Of India	18-03-2020	18-03-2025	50,000.00	32,156.89	20 Equal Quarterly Instalments	Specific Receivables
29	Indian Bank	31-03-2020	30-03-2025	50,000.00	31,374.89	20 Equal Quarterly Instalments	Specific Receivables
30	Hong Kong And Shanghai Banking Corp Ltd	31-03-2020	30-03-2022	25,000.00	5,080.03	5 Quarterly Instalments	Specific Receivables
31	Axis Bank	31-03-2020	31-03-2023	25,000.00	10,292.91	12 Equal Quarterly Instalments	Specific Receivables
32	State Bank Of India	08-05-2020	31-03-2025	5,000.00	3,163.08	20 Quarterly Instalments	Specific Receivables
33	State Bank Of India	30-05-2020	31-03-2025	20,000.00	12,303.82	20 Quarterly Instalments	Specific Receivables
34	IndusInd Bank	30-06-2020	30-06-2023	16,650.00	8,078.45	12 Quarterly Instalments	Specific Receivables
35	State Bank Of India	16-07-2020	31-03-2025	25,000.00	15,683.11	20 Quarterly Instalments	Specific Receivables
36	Bank Of Baroda	06-08-2020	06-08-2023	27,500.00	15,248.76	36 Quarterly Instalments	Specific Receivables
37	Axis Bank	31-08-2020	31-08-2023	25,000.00	14,431.20	11 Quarterly Instalments	Specific Receivables
38	Central Bank Of India	24-12-2020	24-12-2025	50,000.00	39,544.00	20 Quarterly Instalments	Specific Receivables
39	Citi Bank	29-12-2020	03-01-2022	50,000.00	14,989.46	Bullet	Specific Receivables
40	IndusInd Bank	31-12-2020	31-12-2023	15,000.00	15,001.44	Bullet	Specific Receivables
41	Hong Kong And Shanghai Banking Corp Ltd	12-02-2021	12-08-2023	85,000.00	85,017.66	6 Quarterly Instalments	Specific Receivables
42	Union Bank Of India	05-03-2021	05-03-2026	50,000.00	41,556.18	20 Quarterly Instalments	Specific Receivables
43	UCO Bank	23-03-2021	23-03-2026	20,000.00	16,443.61	60 Monthly Instalments	Specific Receivables
44	UCO Bank	23-03-2021	23-03-2026	20,000.00	16,443.61	60 Monthly Instalments	Specific Receivables
45	Dhanlakshmi Bank	31-03-2021	31-03-2024	5,000.00	3,683.32	12 Quarterly Instalments	Specific Receivables
46	Federal Bank	31-03-2021	30-03-2025	20,000.00	15,869.14	48 Monthly Instalments	Specific Receivables
47	South Indian Bank	22-06-2021	22-06-2023	7,500.00	5,618.32	8 Quarterly Instalments	Specific Receivables
48	Emirates NBD Bank PJSC	25-06-2021	25-06-2024	7,000.00	5,834.53	12 Quarterly Instalment	Specific Receivables

Sr. No.	Lender's Name / Name Of The Bank	Date of Disbursement	Date of Maturity	Amount Sanctioned	Amount outstanding*** * as on Dec 31, 2021	Repayment schedule	Security
49	Axis Bank	30-06-2021	30-06-2024	50,000.00	41,213.34	12 Quarterly Instalments	Specific Receivables
50	HDFC Bank	30-06-2021	30-06-2024	32,500.00	27,083.33	12 Quarterly Instalments	Specific Receivables
51	HDFC Bank	30-06-2021	30-06-2024	17,500.00	14,583.33	12 Quarterly Instalments.	Specific Receivables
52	Equitas Small Finance Bank	30-06-2021	05-07-2024	20,000.00	17,301.02	36 Monthly Instalments	Specific Receivables
53	Citi Bank	20-08-2021	19-08-2022	50,000.00	49,850.40	Bullet	Specific Receivables
54	Indian Bank	02-09-2021	02-09-2026	1,50,000.00	1,37,411.41	60 Monthly Instalments	Specific Receivables
55	Indian Overseas Bank	16-09-2021	30-09-2026	30,000.00	28,363.62	20 Quarterly Instalments	Specific Receivables
56	Canara Bank	29-09-2021	29-09-2026	50,000.00	46,523.57	20 Quarterly Instalments	Specific Receivables
57	Standard Chartered Bank	29-09-2021	29-04-2024	17,500.00	17,496.81	Bullet	Specific Receivables
58	IndusInd Bank	30-09-2021	30-09-2024	20,000.00	19,703.73	Bullet	Specific Receivables
59	DBS Bank Ltd	30-09-2021	30-09-2024	20,000.00	18,345.08	Bullet	Specific Receivables
60	Doha Bank	29-09-2021	01-10-2024	2,400.00	2,200.00	12 Quarterly Instalments	Specific Receivables
61	Doha Bank	29-09-2021	01-10-2024	3,600.00	3,300.00	12 Quarterly Instalments	Specific Receivables
62	JP Morgan Chase Bank N.A.	25-10-2021	25-04-2023	35,000.00	34,947.87	Bullet	Specific Receivables
63	Sumitomo Mitsui Banking Corporation	01-11-2021	25-01-2022	37,000.00	37,006.34	Bullet	Specific Receivables
64	Qatar National Bank	23-12-2021	23-12-2024	4,500.00	4,500.67	6 Half Yearly Instalments	Specific Receivables
65	KEB Hana Bank	28-12-2021	28-12-2024	5,000.00	5,001.99	12 Quarterly Instalments	Specific Receivables
66	UCO Bank	31-12-2021	31-12-2026	20,000.00	19,891.00	60 Monthly Instalments	Specific Receivables
67	Union Bank Of India	30-12-2021	30-12-2026	50,000.00	49,966.67	20 Quarterly Instalments	Specific Receivables
68	HDFC Bank	31-12-2021	30-06-2025	57,500.00	57,500.00	14 Quarterly Instalments	Specific Receivables
69	HDFC Bank	31-12-2021	30-06-2025	17,500.00	17,500.00	14 Quarterly Instalments	Specific Receivables
				20,47,000.00	12,97,177.53		

Details of Outstanding Unsecured Term Loan Facilities: Nil

Details of Secured Loans Facilities from Working Capital Demand Loan:

(Rs. in Crore)

Sr. No.	Lender's Name / Name of the Bank	Date of Disbursement	Date of Maturity	Amount Sanctioned	Amount outstanding* *** as on Dec 31, 2021	Repayment schedule	Security
1	Yes Bank	17-03-2021	11-03-2022	29,000.00	29,000.00	Bullet	Specific Receivables

2	IndusInd Bank	29-06-2021	29-06-2022	4,000.00	3,985.13	Bullet	Specific Receivables
3	HDFC Bank	17-08-2021	11-02-2022	8,000.00	8,000.00	Bullet	Specific Receivables
4	Kotak Mahindra Bank	29-09-2021	09-06-2022	11,500.00	11,500.00	Bullet	Specific Receivables
5	RBL Bank Ltd.	29-09-2021	12-04-2022	25,000.00	25,004.36	Bullet	Specific Receivables
6	UCO Bank	25-11-2021	24-01-2022	13,000.00	13,000.00	Bullet	Specific Receivables
7	Bank Of India	09-12-2021	07-02-2022	20,000.00	19,998.00	Bullet	Specific Receivables
8	Bank Of India	14-12-2021	11-02-2022	22,000.00	21,999.31	Bullet	Specific Receivables
9	Kotak Mahindra Bank	15-12-2021	07-03-2022	12,500.00	12,500.00	Bullet	Specific Receivables
10	Indian Bank	27-12-2021	25-01-2022	27,500.00	27,500.00	Bullet	Specific Receivables
11	Indian Overseas Bank	28-12-2021	27-01-2022	20,000.00	20,000.00	Bullet	Specific Receivables
12	Citi Bank	23-12-2021	21-02-2022	4,500.00	4,500.00	Bullet	Specific Receivables
13	Union Bank Of India	29-12-2021	28-01-2022	33,000.00	32,998.77	Bullet	Specific Receivables
14	Punjab National Bank	30-12-2021	28-01-2022	36,000.00	36,000.00	Bullet	Specific Receivables
15	Union Bank Of India	27-12-2021	25-01-2022	17,000.00	16,999.37	Bullet	Specific Receivables
16	RBL Bank Ltd.	30-12-2021	28-01-2022	15,000.00	15,002.67	Bullet	Specific Receivables
17	Central Bank Of India	30-12-2021	07-01-2022	12,000.00	12,000.00	Bullet	Specific Receivables
18	Canara Bank	30-12-2021	06-01-2022	12,000.00	12,000.00	Bullet	Specific Receivables
19	State Bank Of India	31-12-2021	07-01-2022	33,000.00	33,000.00	Bullet	Specific Receivables
20	IndusInd Bank	31-12-2021	31-12-2022	7,500.00	7,459.13	Bullet	Specific Receivables
21	Bank Of Maharashtra	31-12-2021	07-01-2022	2,000.00	2,000.00	Bullet	Specific Receivables
22	HDFC Bank	31-12-2021	31-01-2022	3,500.00	3,499.98	Bullet	Specific Receivables
				3,68,000.00	3,67,946.41		

**Security: Secured by hypothecation of specific assets covered under hypothecation loan agreements

Details of Secured Loans Facilities from Financial Institutions:

(Rs. In Crore)

Sr. No.	Lender's Name / Name of the Bank	Date of Disbursement	Date of Maturity	Amount Sanctioned	Amount outstanding **** as on Dec 31, 2021	Repayment schedule	Security
1	NABARD	17-03-2017	31-07-2022	30,000.00	1,244.81	11 Half Yearly Instalments	Specific Receivables
2	SIDBI	31-03-2017	10-04-2022	30,000.00	3,016.00	20 Quarterly Instalments	Specific Receivables
3	NABARD	09-08-2017	31-01-2023	70,000.00	4,350.30	11 Half Yearly Instalments	Specific Receivables
4	Micro Units Development Refinance Agency Ltd	17-10-2017	10-10-2022	25,000.00	4,996.58	20 Quarterly Instalments	Specific Receivables
5	SIDBI	10-10-2017	10-10-2022	30,000.00	6,033.57	20 Quarterly Instalments	Specific Receivables
6	NABARD	01-11-2018	31-01-2024	50,000.00	5,224.38	11 Instalments	Specific Receivables
7	NABARD	13-11-2018	31-01-2024	32,400.00	3,385.40	11 Instalments	Specific Receivables

8	NABARD	28-03-2019	31-07-2024	32,000.00	8,344.73	11 Half Yearly Instalments	Specific Receivables
9	NABARD	31-12-2020	31-12-2025	1,50,000.00	1,20,000.00	Bullet. 30.12.2021	Specific Receivables
10	NABARD	26-02-2021	31-03-2026	1,00,000.00	82,064.92	20 Quarterly Instalment	Specific Receivables
11	SIDBI	19-03-2021	10-06-2026	40,000.00	35,297.42	20 Quarterly Instalment	Specific Receivables
12	Micro Units Development Refinance Agency Ltd	25-03-2021	10-03-2024	20,000.00	14,656.63	12 Quarterly Instalments	Specific Receivables
13	NABARD	23-07-2021	30-06-2026	1,00,000.00	94,290.67	19 Quarterly Instalments	Specific Receivables
14	SIDBI	17-08-2021	10-08-2024	1,00,000.00	99,641.96	11 Instalments	Specific Receivables
				8,09,400.00	4,82,547.37		

**Security: Secured by hypothecation of specific assets covered under hypothecation loan agreements.

Details of External Commercial Borrowings

(Rs. In Crore)

Sr. No.	Lender's Name / Name of the Bank	Date of Disbursement	Date of Maturity	Amount Sanctioned	Amount outstanding* *** as on Dec 31, 2021	Repayment schedule	Security
1	Hong Kong And Shanghai Banking Corp Ltd	10-Aug-18	10-Aug-23	48,104.00	51,835.30	Bullet	Specific Receivables
2	ICICI Bank Limited	10-Aug-18	10-Aug-23	48,069.00	51,820.21	Bullet	Specific Receivables
3	Kotak Mahindra Bank	10-Aug-18	10-Aug-23	47,985.00	51,833.01	Bullet	Specific Receivables
4	Deutsche Bank	10-Aug-18	10-Aug-23	48,020.00	51,782.36	Bullet	Specific Receivables
5	Standard Chartered Bank	10-Aug-18	10-Aug-23	48,055.00	51,816.75	Bullet	Specific Receivables
6	BNP Paribas	25-Oct-19	18-Apr-26	94,723.20	68,060.85	13 Half Yearly Instalments	Specific Receivables
7	BNP Paribas	05-Nov-19	18-Apr-26	4,276.80	3,012.24	13 Half Yearly Instalments	Specific Receivables
8	Proporco	24-Jan-20	15-Jun-27	49,910.00	51,512.38	11 Half Yearly Instalments	Specific Receivables
9	Oesterreichische Entwicklungsbank Ag	05-Mar-20	11-Dec-26	14,700.00	13,394.45	11 Half Yearly Instalments	Specific Receivables
10	BNP Paribas	03-Dec-21	03-Dec-24	18,735.00	18,412.95	Bullet	Specific Receivables
				4,22,578.00	4,13,480.51		

Details of Cash Credit facilities availed from bank:

(Rs. in Crore)

Sr. No.	Lender's Name / Name of the Bank	Amount outstanding as on Sept 30, 2021	Repayment Schedule
1	Bank Of India	179.50	Repayable on Demand
2	Bank Of Maharashtra	0.10	Repayable on Demand
3	Central Bank Of India	75.03	Repayable on Demand
4	Indian Overseas Bank	1.00	Repayable on Demand
5	Standard Chartered Bank	4.46	Repayable on Demand
6	Canara Bank (Syndicate Bank)	77.76	Repayable on Demand
7	UCO Bank	55.02	Repayable on Demand
8	Union Bank Of India	169.94	Repayable on Demand
		562.80	

Details of NCDs:**Details of Secured** NCDs on Private Placement Basis:**

Debenture Series	Tenor / Period of Maturity (days)	Coupon	Issue Size (Rs in Lacs)	Amount Outstanding as on 31.12.2021	Date of Allotment	Redemption Date/ Schedule	Credit Rating revised as on 31.12.2021	Security
T SCR 043	3652	9.60%	5,000.00	5,222.24	05-Jul-2013	05-Jul-2023	CRISIL AA+/Stable	Specific Receivables
T SCACR 044	3652	9.60%	960.00	1,000.11	15-Jul-2013	15-Jul-2023	CRISIL AA+/Stable, CARE AA+; Stable	Specific Receivables
AUG S001	3652	10.50%	1,500.00	1,556.96	14-Aug-2013	14-Aug-2023	CARE AA+/Stable	Specific Receivables
P SCACR001	3652	10.50%	2,970.00	3,082.01	14-Aug-2013	14-Aug-2023	CRISIL AA+/Stable, CARE AA+; Stable	Specific Receivables
AUG S002 OPTION II	3652	10.75%	3,600.00	3,608.34	13-Dec-2013	13-Dec-2023	CARE AA+/Stable	Specific Receivables
AUG D 001	3652	10.50%	1,850.00	1,912.89	27-Aug-2013	27-Aug-2023	CRISIL AA+/Stable, CARE AA+; Stable	Specific Receivables
AUG D 003	3652	10.75%	1,000.00	1,026.09	30-Sep-2013	30-Sep-2023	CRISIL AA+/Stable, CARE AA+; Stable	Specific Receivables
AUG D 004	3652	10.75%	1,500.00	1,539.14	30-Sep-2013	30-Sep-2023	CARE AA+/Stable	Specific Receivables
AUG D 005	3652	10.75%	1,000.00	1,021.94	09-Oct-2013	09-Oct-2023	CARE AA+/Stable	Specific Receivables
AUG S003	3652	10.75%	1,000.00	997.47	30-Dec-2013	30-Dec-2023	CARE AA+/Stable	Specific Receivables
P SCA 012	3653	10.60%	2,000.00	2,155.17	28-Mar-2014	28-Mar-2024	CARE AA+/Stable	Specific Receivables
AUG D 006	3653	10.60%	120.00	129.14	28-Mar-2014	28-Mar-2024	CRISIL AA+/Stable, CARE AA+; Stable	Specific Receivables

Debt Series	Tenor / Period of Maturity (days)	Coupon	Issue Size (Rs in Lacs)	Amount Outstanding as on 31.12.2021	Date of Allotment	Redemption Date/ Schedule	Credit Rating revised as on 31.12.2021	Security
PPD 14-15 A6	3653	10.25%	30,000.00	30,696.51	18-Sep-2014	18-Sep-2024	IND AA+/Stable, CARE AA+; Stable	Specific Receivables
PPD 14-15 A10	3653	10.00%	2,200.00	2,253.43	19-Sep-2014	19-Sep-2024	IND AA+/Stable	Specific Receivables
PPD 14-15 B1	3653	10.25%	46,800.00	47,757.59	10-Oct-2014	10-Oct-2024	IND AA+/Stable, CARE AA+; Stable	Specific Receivables
PPD 14-15 B3	3653	10.10%	2,500.00	2,542.89	31-Oct-2014	31-Oct-2024	IND AA+/Stable	Specific Receivables
PPD 14-15 B6	3653	10.00%	33,250.00	33,660.34	13-Nov-2014	13-Nov-2024	IND AA+/Stable, CARE AA+; Stable	Specific Receivables
PPD 14-15 C2	3653	9.90%	10,000.00	10,057.65	28-Nov-2014	28-Nov-2024	IND AA+/Stable, CARE AA+; Stable	Specific Receivables
PPD 14-15 C4	3653	9.80%	4,250.00	4,288.80	28-Nov-2014	28-Nov-2024	CARE AA+/Stable	Specific Receivables
PPD 14-15 C 31 OPT 2	3652	9.30%	10,000.00	10,705.03	18-Mar-2016	18-Mar-2026	CRISIL AA+/Stable, IND AA+/Stable	Specific Receivables
PPD 14-15 C 34 OPTION 2	3650	9.30%	14,000.00	14,981.00	29-Mar-2016	27-Mar-2026	CRISIL AA+/Stable, IND AA+/Stable	Specific Receivables
PPD 15-16 C35 2	3652	9.22%	17,900.00	19,044.44	13-Apr-2016	13-Apr-2026	CRISIL AA+/Stable, IND AA+/Stable	Specific Receivables
PPD 15-16 C36	3652	9.20%	2,600.00	2,763.92	22-Apr-2016	22-Apr-2026	CRISIL AA+/Stable, IND AA+/Stable	Specific Receivables
PPD15-16 C38	2556	9.05%	5,000.00	5,273.69	25-May-2016	25-May-2023	CRISIL AA+/Stable, IND AA+/Stable	Specific Receivables
PPD15-16 C40	2556	9.05%	1,250.00	1,313.60	09-Jun-2016	09-Jun-2023	CRISIL AA+/Stable, IND AA+/Stable	Specific Receivables
PPD 16-17 D-04	2556	9.05%	7,500.00	7,802.64	19-Jul-2016	19-Jul-2023	CRISIL AA+/Stable, IND AA+/Stable	Specific Receivables
PPD 16-17 D13	3652	8.87%	11,000.00	11,356.48	08-Aug-2016	08-Aug-2026	CRISIL AA+/Stable, IND AA+/Stable	Specific Receivables
SEFC 110 CRS	3653	9.90%	11,000.00	11,909.59	27-Feb-2015	27-Feb-2025	CARE AA+/Stable	Specific Receivables

Debenture Series	Tenor / Period of Maturity (days)	Coupon	Issue Size (Rs in Lacs)	Amount Outstanding as on 31.12.2021	Date of Allotment	Redemption Date/ Schedule	Credit Rating revised as on 31.12.2021	Security
SEREIS M 14 25 CRS	3653	9.90%	2,500.00	2,676.30	16-Apr-2015	16-Apr-2025	CARE AA+/Stable	Specific Receivables
PPD 16-17 E-03-03	1826	8.15%	500.00	530.91	30-Mar-2017	30-Mar-2022	CRISIL AA+/Stable, IND AA+/Stable	Specific Receivables
PPD 16-17 E-04-02	1826	8.15%	4,500.00	4,777.15	31-Mar-2017	31-Mar-2022	CRISIL AA+/Stable, IND AA+/Stable	Specific Receivables
PPD-17-18-F-02	1826	7.73%	2,500.00	2,569.68	22-Aug-2017	22-Aug-2022	CRISIL AA+/Stable, IND AA+/Stable	Specific Receivables
PPD-17-18-F-02	1826	7.73%	5,000.00	5,149.10	22-Aug-2017	22-Aug-2022	CRISIL AA+/Stable, IND AA+/Stable	Specific Receivables
PPD-17-18-F-02	1826	7.73%	20,000.00	20,592.34	22-Aug-2017	22-Aug-2022	CRISIL AA+/Stable, IND AA+/Stable	Specific Receivables
PPD-17-18-F-05	1826	8.00%	7,000.00	7,048.75	30-Nov-2017	30-Nov-2022	CRISIL AA+/Stable, IND AA+/Stable	Specific Receivables
PPD 17-18-F-15-03	2618	8.72%	1,000.00	1,066.15	26-Mar-2018	26-May-2025	IND AA+/Stable	Specific Receivables
PPD 17-18-F-14-03	1826	8.72%	23,000.00	24,560.29	22-Mar-2018	22-Mar-2023	CRISIL AA+/Stable, IND AA+/Stable	Specific Receivables
PPD 17-18-F-16-03	1826	8.72%	82,500.00	88,003.90	27-Mar-2018	27-Mar-2023	CRISIL AA+/Stable, IND AA+/Stable	Specific Receivables
PPD-17-18-F-14-03-01	1826	8.72%	1,150.00	1,228.12	22-Mar-2018	22-Mar-2023	CRISIL AA+/Stable, IND AA+/Stable	Specific Receivables
PPD-17-18-F-15-01	2618	8.72%	2,500.00	2,665.95	26-Mar-2018	26-May-2025	IND AA+/Stable	Specific Receivables
NCD-18-19-PPG-G-03	1226	9.85%	15,000.00	15,006.78	06-Dec-2018	15-Apr-2022	CRISIL AA+/Stable, IND AA+/Stable	Specific Receivables
PPD-19-20--J-02-02	1096	10.00%	20,000.00	21,755.49	13-Feb-2020	13-Feb-2023	CRISIL AA+/Stable	Specific Receivables
PPD-19-20-J-03	1097	9.50%	30,000.00	32,393.88	26-Feb-2020	27-Feb-2023	CRISIL AA+/Stable	Specific Receivables
PPD-19-20-J-04	733	9.25%	20,000.00	21,556.66	26-Feb-2020	28-Feb-2022	CRISIL AA+/Stable	Specific Receivables
SCB 19-20	728	9.15%	60,000.00	64,058.13	27-Mar-2020	25-Mar-2022	CRISIL AA+/Stable, IND AA+/Stable	Specific Receivables

Debenture Series	Tenor / Period of Maturity (days)	Coupon	Issue Size (Rs in Lacs)	Amount Outstanding as on 31.12.2021	Date of Allotment	Redemption Date/ Schedule	Credit Rating revised as on 31.12.2021	Security
NCD-2020-21 PJ 05	1095	9.00%	25,000.00	26,299.64	22-May-2020	22-May-2023	CRISIL AA+/Stable	Specific Receivables
PPD-20-21	546	9.75%	4,200.00	4,711.79	25-Sep-2020	25-Mar-2022	CRISIL PP-MLD AA+/r/Stable	Specific Receivables
PPD NCD-20-21-2	546	9.75%	1,000.00	1,121.85	25-Sep-2020	25-Mar-2022	CRISIL PP-MLD AA+/r/Stable	Specific Receivables
PPD-2020-21-03	560	9.50%	10,000.00	11,110.31	20-Oct-2020	03-May-2022	CRISIL PP-MLD AA+/r/Stable	Specific Receivables
PPD-2020-21-05	3652	9.00%	5,000.00	4,796.67	29-Oct-2020	29-Oct-2030	CRISIL AA+/Stable, IND AA+/Stable	Specific Receivables
'PPD-2020-21-03-01	560	9.50%	12,500.00	13,945.75	20-Oct-2020	03-May-2022	CRISIL PP-MLD AA+/r/Stable	Specific Receivables
PPD-2020-21-03-03	560	9.50%	4,600.00	5,067.56	20-Oct-2020	03-May-2022	CRISIL PP-MLD AA+/r/Stable	Specific Receivables
PPD-2020-21-06	758	8.10%	16,000.00	17,251.57	11-Nov-2020	09-Dec-2022	IND PP-MLD AAA(CE) emr' / Stable	Specific Receivables
PPD-20-21-05	730	9.00%	2,500.00	2,727.24	24-Nov-2020	24-Nov-2022	CRISIL PP-MLD AA+/r/Stable	Specific Receivables
PPD-2020-21-06-02	730	9.00%	9,510.00	10,426.25	24-Nov-2020	24-Nov-2022	CRISIL PP-MLD AA+/r/Stable	Specific Receivables
PPD-20-21-07	730	9.00%	5,000.00	5,477.18	02-Dec-2020	02-Dec-2022	CRISIL PP-MLD AA+/r/Stable	Specific Receivables
PPD-2020-21-07	730	9.00%	550.00	599.81	02-Dec-2020	02-Dec-2022	CRISIL PP-MLD AA+/r/Stable	Specific Receivables
PPD-20-20-08	3652	9.00%	2,500.00	2,406.32	29-Oct-2020	29-Oct-2030	CRISIL AA+/Stable, IND AA+/Stable	Specific Receivables
PPD-20-21-04	730	9.00%	2,500.00	2,733.00	02-Dec-2020	02-Dec-2022	CRISIL PP-MLD AA+/r/Stable	Specific Receivables
PPD-20-21-06	730	8.00%	24,000.00	23,755.77	30-Dec-2020	30-Dec-2022	CRISIL AA+/Stable	Specific Receivables
PPD-21-22	911	7.85%	15,833.33	15,622.08	05-Jan-2021	05-Jul-2023	CRISIL AA+/ Stable & IND AA+/ Stable	Specific Receivables
PPD-21-22-50 CRORES	730	8.75%	5,000.00	5,438.19	02-Dec-2020	02-Dec-2022	CRISIL PP-MLD AA+/r/Stable	Specific Receivables
PPD-21-22-41 CRS	730	8.35%	4,100.00	4,449.92	02-Dec-2020	02-Dec-2022	CRISIL PP-MLD AA+/r/Stable	Specific Receivables

Debt Series	Tenor / Period of Maturity (days)	Coupon	Issue Size (Rs in Lacs)	Amount Outstanding as on 31.12.2021	Date of Allotment	Redemption Date/ Schedule	Credit Rating revised as on 31.12.2021	Security
PPD-21-22-50 CR	730	8.35%	5,000.00	5,433.46	02-Dec-2020	02-Dec-2022	CRISIL PP-MLD AA+/Stable	Specific Receivables
PPD-21-22-177.70 CRS	730	8.35%	11,770.00	13,021.09	02-Dec-2020	02-Dec-2022	CRISIL PP-MLD AA+/Stable	Specific Receivables
PPD-21-22-26 CRS	730	8.35%	2,600.00	2,817.14	02-Dec-2020	02-Dec-2022	CRISIL PP-MLD AA+/Stable	Specific Receivables
PPD-21-22-50 CRS	793	8.00%	5,000.00	5,324.49	23-Feb-2021	27-Apr-2023	CRISIL PP-MLD AA+/Stable	Specific Receivables
PPD-21-22-100 CRS	793	8.00%	10,000.00	10,659.04	23-Feb-2021	27-Apr-2023	CRISIL PP-MLD AA+/Stable	Specific Receivables
PPD MAR 2021	3650	8.00%	3,20,000.00	3,39,427.95	30-Mar-2021	28-Mar-2031	CRISIL AA+	Specific Receivables
PPD-2021-22-01	728	6.75%	1,00,000.00	1,00,960.70	30-Apr-2021	28-Apr-2023	IND AA+/Stable & CRISIL AA+/Stable	Specific Receivables
PPD-21-22-50 CRS-2	914	8.37%	5,000.00	5,219.81	18-May-2021	18-Nov-2023	CRISIL PP-MLD AA+/Stable	Specific Receivables
PPD-21-22-349.80 CRORES	914	8.37%	34,980.00	36,517.78	18-May-2021	18-Nov-2023	CRISIL PP-MLD AA+/Stable	Specific Receivables
PPD-21-22-100 C	914	8.37%	10,000.00	10,439.62	18-May-2021	18-Nov-2023	CRISIL PP-MLD AA+/Stable	Specific Receivables
PPD-21-22-50 CRS	914	8.37%	5,000.00	5,219.81	18-May-2021	18-Nov-2023	CRISIL PP-MLD AA+/Stable	Specific Receivables
PPD-20-21-75 CRS	914	8.37%	7,500.00	7,854.78	18-May-2021	18-Nov-2023	CRISIL PP-MLD AA+/Stable	Specific Receivables
PPD-21-22-225 CRS	729	7.95%	22,500.00	23,442.33	17-Jun-2021	16-Jun-2023	IND AA+/Stable	Specific Receivables
PPD-21-22-1600 CRS	729	6.85%	1,58,500.00	1,63,641.45	17-Jun-2021	16-Jun-2023	IND AA+/Stable	Specific Receivables
PPD-2021-22	914	8.37%	13,000.00	13,576.93	18-May-2021	18-Nov-2023	CRISIL PP-MLD AA+/Stable	Specific Receivables
PPD-2021-22-05	729	7.95%	10,000.00	10,431.26	17-Jun-2021	16-Jun-2023	IND AA+/Stable	Specific Receivables
PPD-21-22-100 CR	914	8.37%	10,000.00	10,443.79	18-May-2021	18-Nov-2023	CRISIL PP-MLD AA+/Stable	Specific Receivables
PPD-2021-22-02	729	7.95%	9,500.00	9,879.22	17-Jun-2021	16-Jun-2023	IND AA+/Stable	Specific Receivables
PPD-21-22-150 CR	1096	8.24%	15,000.00	15,300.36	30-Sep-2021	30-Sep-2024	CRISIL PP-MLD AA+/Stable	Specific Receivables

Debenture Series	Tenor / Period of Maturity (days)	Coupon	Issue Size (Rs in Lacs)	Amount Outstanding as on 31.12.2021	Date of Allotment	Redemption Date/ Schedule	Credit Rating revised as on 31.12.2021	Security
PPD-2021-22-81 CRS	914	8.37%	8,100.00	8,449.32	18-May-2021	18-Nov-2023	CRISIL PP-MLD AA+r/Stable	Specific Receivables
PPD-2021-22-101 CRS	914	8.37%	10,100.00	10,536.49	18-May-2021	18-Nov-2023	CRISIL PP-MLD AA+r/Stable	Specific Receivables
PPD-21-22-2100 CRS	3652	8.37%	2,10,000.00	2,12,407.81	12-Nov-2021	12-Nov-2031	IND AA+ & CRISIL AA+	Specific Receivables
PPD-21-22-65.50 CRS	914	8.37%	6,550.00	6,892.68	18-May-2021	18-Nov-2023	CRISIL PP-MLD AA+r/Stable	Specific Receivables
PPD-2021-22-250 CRS	639	7.07%	25,000.00	25,092.07	13-Dec-2021	13-Sep-2023	IND AA+ /Stable	Specific Receivables
PPD-21-22-25 CRS	3650	8.00%	2,500.00	2,502.19	28-Dec-2021	26-Dec-2031	IND AA+ /Stable & CRISIL AA+ /Stable	Specific Receivables
			16,96,293.33	17,68,731.12				

Note** The Company's secured non-convertible debentures are secured by specific assets covered under hypothecation loan agreements and by way of exclusive charge and equitable mortgage of immovable property as per the terms of issue.

Details of Unsecured NCDs:

(Rs. in Crore)

Debenture Series	Tenor / Period of Maturity (days)	Coupon	Issue Size (Rs in Lacs)	Amount Outstanding as on 31.12.2021	Date of Allotment	Redemption Date/ Schedule	Credit Rating revised as on 31.12.2021
PPH-18-19-01	1977	9.90%	8,940.00	9,129.19	22-Jan-2019	21-Jun-2024	CRISIL AA+/Stable, IND AA+/Stable
			8,940.00	9,129.19			

Details of Subordinated Debt:

(Rs. In Crore)

Debenture Series	Tenor / Period of Maturity (days)	Coupon	Issue Size (Rs in Lacs)	Amount Outstanding as on 31.12.2021	Date of Allotment	Redemption Date/ Schedule	Credit Rating revised as on 31.12.2021
L02	3652	10.85%	6,500.00	6,813.37	20-Jul-2012	20-Jul-2022	CARE AA+; Stable
L07	3652	10.65%	2,500.00	2,741.25	30-Jan-2013	30-Jan-2023	CARE AA+; Stable
J1	5479	11.00%	2,920.00	2,990.50	30-Aug-2010	30-Aug-2025	CRISIL AA+/Stable, CARE AA+; Stable

Debenture Series	Tenor / Period of Maturity (days)	Coupon	Issue Size (Rs in Lacs)	Amount Outstanding as on 31.12.2021	Date of Allotment	Redemption Date/ Schedule	Credit Rating revised as on 31.12.2021
K1A	6575	11.05%	2,500.00	2,605.48	15-Oct-2010	15-Oct-2028	CRISIL AA+/Stable, CARE AA+; Stable
L03	3652	10.65%	7,000.00	6,990.56	31-Dec-2012	31-Dec-2022	CARE AA+; Stable
L08	3652	10.65%	270.00	296.05	30-Jan-2013	30-Jan-2023	CRISIL AA+/Stable, CARE AA+; Stable
R03	3652	10.65%	3,300.00	3,588.86	07-Mar-2013	07-Mar-2023	CRISIL AA+/Stable, CARE AA+; Stable
R04	3652	10.65%	250.00	271.81	08-Mar-2013	08-Mar-2023	CRISIL AA+/Stable
R05	3652	10.65%	150.00	162.87	13-Mar-2013	13-Mar-2023	CRISIL AA+/Stable
R02	3652	10.65%	1,200.00	1,305.04	07-Mar-2013	07-Mar-2023	CARE AA+; Stable
J2	5479	11.00%	2,500.00	2,552.63	09-Sep-2010	09-Sep-2025	CRISIL AA+/Stable, CARE AA+; Stable
SD STFC-03	3650	10.25%	2,000.00	2,126.37	21-May-2013	19-May-2023	CRISIL AA+/Stable
SD STFC-04	5479	10.00%	1,500.00	1,580.02	29-May-2013	29-May-2028	CRISIL AA+/Stable, CARE AA+; Stable
Series V 07-03	3652	11.00%	2,500.00	2,556.50	04-Oct-2013	04-Oct-2023	CARE AA+; Stable
Series V 07-01	3652	10.25%	2,500.00	2,626.37	05-Jul-2013	05-Jul-2023	CRISIL AA+/Stable
SD STFC-06	3652	10.15%	5,000.00	5,253.93	24-Jun-2013	24-Jun-2023	CRISIL AA+/Stable, CARE AA+; Stable
SD STFC-07	3652	10.10%	2,500.00	2,623.51	28-Jun-2013	28-Jun-2023	CARE AA+; Stable
R06	3652	10.65%	70.00	75.61	28-Mar-2013	28-Mar-2023	CRISIL AA+/Stable, CARE AA+; Stable
U03	3652	10.65%	3,500.00	3,779.03	28-Mar-2013	28-Mar-2023	CRISIL AA+/Stable, CARE AA+; Stable
R07	3652	10.65%	2,000.00	2,138.09	02-May-2013	02-May-2023	CARE AA+; Stable
R08	3652	10.65%	2,350.00	2,512.25	02-May-2013	02-May-2023	CRISIL AA+/Stable, CARE AA+; Stable
SD STFC-02	3652	10.25%	1,000.00	1,061.27	20-May-2013	20-May-2023	CRISIL AA+/Stable,

Debtenture Series	Tenor / Period of Maturity (days)	Coupon	Issue Size (Rs in Lacs)	Amount Outstanding as on 31.12.2021	Date of Allotment	Redemption Date/ Schedule	Credit Rating revised as on 31.12.2021
							CARE AA+; Stable
L01	3651	10.75%	5,000.00	5,315.14	11-Jun-2012	10-Jun-2022	CARE AA+; Stable
PPD_2015 16	2922	10.10%	6,700.00	6,872.42	30-Sep-2015	30-Sep-2023	CRISIL AA+/Stable, CARE AA+; Stable
PPD_2016 17 1 OPT I	2737	8.50%	4,000.00	4,019.00	01-Dec-2016	30-May-2024	CRISIL AA+/Stable, IND AA+/Stable
PPD_2016 17 1 OPT II	3652	8.50%	6,000.00	6,013.58	01-Dec-2016	01-Dec-2026	CRISIL AA+/Stable, IND AA+/Stable
PPD_2016 17 2	3652	8.50%	7,500.00	7,464.92	29-Dec-2016	29-Dec-2026	CRISIL AA+/Stable, IND AA+/Stable
INE468M08078	3651	10.20%	2,500.00	2,627.24	25-Jun-2013	24-Jun-2023	CRISIL AA+/Stable, CARE AA+; Stable
INE468M08086	3651	10.15%	2,000.00	2,098.42	28-Jun-2013	27-Jun-2023	CARE AA+; Stable
INE468M08045	3652	12.20%	2,500.00	2,525.66	13-Jan-2012	12-Jan-2022	CRISIL AA+/Stable, CARE AA+; Stable
INE468M08102	3652	10.60%	1,000.00	1,041.24	12-Aug-2014	11-Aug-2024	CRISIL AA+/Stable
SUB-17-18-01	3650	8.20%	10,000.00	10,071.05	17-Oct-2017	15-Oct-2027	CRISIL AA+/Stable, IND AA+/Stable
SUB-17-18-02	3650	8.20%	10,000.00	10,054.73	17-Oct-2017	15-Oct-2027	CRISIL AA+/Stable, IND AA+/Stable
SUB-17-18-03	3650	8.20%	3,500.00	3,559.76	17-Oct-2017	15-Oct-2027	CRISIL AA+/Stable, IND AA+/Stable
SUB-17-18-04	3650	8.20%	1,000.00	1,017.07	17-Oct-2017	15-Oct-2027	CRISIL AA+/Stable, IND AA+/Stable
SUB-17-18-05	3650	8.20%	1,500.00	1,521.74	17-Oct-2017	15-Oct-2027	CRISIL AA+/Stable, IND AA+/Stable
SUB-17-18-06	3650	8.20%	1,400.00	1,419.26	17-Oct-2017	15-Oct-2027	CRISIL AA+/Stable, IND AA+/Stable
SUB-17-18-06-01	3650	8.20%	500.00	507.06	17-Oct-2017	15-Oct-2027	CRISIL AA+/Stable, IND AA+/Stable
SUB-17-18-06-02	3650	8.20%	1,000.00	1,017.07	17-Oct-2017	15-Oct-2027	CRISIL AA+/Stable, IND AA+/Stable
SUB-17-18-07	3650	8.20%	500.00	506.88	17-Oct-2017	15-Oct-2027	CRISIL AA+/Stable, IND AA+/Stable

Debenture Series	Tenor / Period of Maturity (days)	Coupon	Issue Size (Rs in Lacs)	Amount Outstanding as on 31.12.2021	Date of Allotment	Redemption Date/ Schedule	Credit Rating revised as on 31.12.2021
SUB-17-18-02	3653	9.00%	10,000.00	10,661.20	23-Mar-2018	23-Mar-2028	CRISIL AA+/Stable, IND AA+/Stable
SUB-17-08-02-02	2588	8.95%	4,000.00	4,255.11	28-Mar-2018	28-Apr-2025	CRISIL AA+/Stable, IND AA+/Stable
SUB-17-08-02-01	3653	9.00%	99,500.00	1,05,986.17	28-Mar-2018	28-Mar-2028	CRISIL AA+/Stable, IND AA+/Stable
SUB-18-09-01	1976	10.25%	65,000.00	61,163.04	28-Nov-2018	26-Apr-2024	CRISIL AA+/Stable, IND AA+/Stable
SUB-18-19-02	3653	10.51%	1,000.00	997.00	12-Dec-2018	12-Dec-2028	CRISIL AA+/Stable, IND AA+/Stable
SUB-18-19-01-02	1976	10.25%	65,000.00	61,208.22	28-Nov-2018	26-Apr-2024	CRISIL AA+/Stable, IND AA+/Stable
SUB-18-19-01-03	1976	10.25%	47,500.00	44,692.72	28-Nov-2018	26-Apr-2024	CRISIL AA+/Stable, IND AA+/Stable
SUB-18-19-02-02	3653	10.51%	2,500.00	2,514.40	12-Dec-2018	12-Dec-2028	CRISIL AA+/Stable, IND AA+/Stable
SUB--18-19-03	2188	10.25%	55,000.00	52,977.38	31-Dec-2018	27-Dec-2024	CRISIL AA+/Stable, IND AA+/Stable
			4,70,110.00	4,68,758.84			

Details of Public issue NCDs:

(Rs. in Crores)

Debenture Series	Tenor (Month)	Coupon	Issue Size (Rs in Lacs)	Amount Outstanding as on 31.12.2021	Date of Allotment	Redemption Date	Credit Rating revised as on 31.12.2021	Security
Public issue of Redeemable Non-convertible Debentures of Rs. 1,000/- each-(2018) Option -1	60 months	8.93%	15,038.44	15,039.94	12-Jul-18	12-Jul-23	CRISIL AA+/Stable, IND AA+/Stable	Specific Receivables
Public issue of Redeemable Non-convertible Debentures of Rs. 1,000/- each-(2018) Option -2	120 months	9.03%	4,992.67	4,964.58	12-Jul-18	12-Jul-28	CRISIL AA+/Stable, IND AA+/Stable	Specific Receivables
Public issue of Redeemable Non-convertible Debentures of Rs. 1,000/- each-(2018) Option -4	60 months	9.30%	54,020.60	56,156.65	12-Jul-18	12-Jul-23	CRISIL AA+/Stable, IND AA+/Stable	Specific Receivables

Debt Series	Tenor (Month)	Coupon	Issue Size (Rs in Lacs)	Amount Outstanding as on 31.12.2021	Date of Allotment	Redemption Date	Credit Rating revised as on 31.12.2021	Security
Public issue of Redeemable Non-convertible Debentures of Rs. 1,000/- each-(2018) Option -5	120 months	9.40%	42,489.00	43,821.84	12-Jul-18	12-Jul-28	CRISIL AA+/Stable, IND AA+/Stable	Specific Receivables
Public issue of Redeemable Non-convertible Debentures of Rs. 1,000/- each-(2018) Option -7	60 months	9.31%	9,025.87	12,385.84	12-Jul-18	12-Jul-23	CRISIL AA+/Stable, IND AA+/Stable	Specific Receivables
Public issue of Redeemable Non-convertible Debentures of Rs. 1,000/- each-(2018) TRANCH 2 - Option -1	60 months	9.12%	9,463.20	9,384.59	02-Nov-18	02-Nov-23	CRISIL AA+/Stable, IND AA+/Stable	Specific Receivables
Public issue of Redeemable Non-convertible Debentures of Rs. 1,000/- each-(2018) TRANCH 2 - Option -2	120 months	9.30%	3,233.99	3,183.93	02-Nov-18	02-Nov-28	CRISIL AA+/Stable, IND AA+/Stable	Specific Receivables
Public issue of Redeemable Non-convertible Debentures of Rs. 1,000/- each-(2018) TRANCH 2 - Option -4	60 months	9.50%	11,431.55	11,516.99	02-Nov-18	02-Nov-23	CRISIL AA+/Stable, IND AA+/Stable	Specific Receivables
Public issue of Redeemable Non-convertible Debentures of Rs. 1,000/- each-(2018) TRANCH 2 - Option -5	120 months	9.70%	3,898.33	3,900.70	02-Nov-18	02-Nov-28	CRISIL AA+/Stable, IND AA+/Stable	Specific Receivables
Public issue of Redeemable Non-convertible Debentures of Rs. 1,000/- each-(2018) TRANCH 2 - Option -6	36 months	9.50%	4,212.97	5,596.40	02-Nov-18	02-Nov-23	CRISIL AA+/Stable, IND AA+/Stable	Specific Receivables
Public issue of Redeemable Non-convertible Debentures of Rs. 1,000/- each-(2018) TRANCH 3 - Option -1	60 months	9.12%	8,770.18	8,690.78	06-Feb-19	06-Feb-24	CRISIL AA+/Stable, IND AA+/Stable	Specific Receivables
Public issue of Redeemable Non-convertible Debentures of Rs. 1,000/- each-(2018) TRANCH 3 - Option -2	120 months	9.30%	2,638.03	2,597.43	06-Feb-19	06-Feb-29	CRISIL AA+/Stable, IND AA+/Stable	Specific Receivables

Debt Series	Tenor (Month)	Coupon	Issue Size (Rs in Lacs)	Amount Outstanding as on 31.12.2021	Date of Allotment	Redemption Date	Credit Rating revised as on 31.12.2021	Security
2018) TRANCH 3 - Option -2								
Public issue of Redeemable Non-convertible Debentures of Rs. 1,000/- each-(2018) TRANCH 3 - Option -3	36 months	9.40%	17,999.83	19,528.71	06-Feb-19	06-Feb-22	CRISIL AA+/Stable, IND AA+/Stable	Specific Receivables
Public issue of Redeemable Non-convertible Debentures of Rs. 1,000/- each-(2018) TRANCH 3 - Option -4	60 months	9.50%	10,011.16	10,785.94	06-Feb-19	06-Feb-24	CRISIL AA+/Stable, IND AA+/Stable	Specific Receivables
Public issue of Redeemable Non-convertible Debentures of Rs. 1,000/- each-(2018) TRANCH 3 - Option -5	120 months	9.70%	3,414.92	3,663.62	06-Feb-19	06-Feb-29	CRISIL AA+/Stable, IND AA+/Stable	Specific Receivables
Public issue of Redeemable Non-convertible Debentures of Rs. 1,000/- each-(2018) TRANCH 3 - Option -6	36 months	9.41%	6,703.85	8,718.47	06-Feb-19	06-Feb-22	CRISIL AA+/Stable, IND AA+/Stable	Specific Receivables
Public issue of Redeemable Non-convertible Debentures of Rs. 1,000/- each-(2018) TRANCH 3 - Option -7	60 months	9.51%	4,193.92	5,432.59	06-Feb-19	06-Feb-24	CRISIL AA+/Stable, IND AA+/Stable	Specific Receivables
Public issue of Redeemable Non-convertible Debentures of Rs. 1,000/- each-(2019) TRANCH 1 - Option -1	42 months	9.12%	4,222.80	4,182.15	22-Aug-19	22-Feb-23	CRISIL AA+/Stable, CARE AA+; Stable, IND AA+/Stable	Specific Receivables
Public issue of Redeemable Non-convertible Debentures of Rs. 1,000/- each-(2019) TRANCH 1 - Option -3	84 months	9.31%	2,103.60	2,063.10	22-Aug-19	22-Aug-26	CRISIL AA+/Stable, CARE AA+; Stable, IND AA+/Stable	Specific Receivables
Public issue of Redeemable Non-convertible Debentures of Rs. 1,000/- each-(2019) TRANCH 1 - Option -2	60 months	9.22%	3,434.55	3,381.65	22-Aug-19	22-Aug-24	CRISIL AA+/Stable, CARE AA+; Stable, IND AA+/Stable	Specific Receivables

Debt Series	Tenor (Month)	Coupon	Issue Size (Rs in Lacs)	Amount Outstanding as on 31.12.2021	Date of Allotment	Redemption Date	Credit Rating revised as on 31.12.2021	Security
Public issue of Redeemable Non-convertible Debentures of Rs. 1,000/- each- (2019) TRANCH 1 - Option -4	30 months	9.30%	5,311.40	5,481.68	22-Aug-19	22-Feb-22	CRISIL AA+/Stable, CARE AA+; Stable, IND AA+/Stable	Specific Receivables
Public issue of Redeemable Non-convertible Debentures of Rs. 1,000/- each- (2019) TRANCH 1 - Option -5	42 months	9.50%	5,580.73	5,721.04	22-Aug-19	22-Feb-23	CRISIL AA+/Stable, CARE AA+; Stable, IND AA+/Stable	Specific Receivables
Public issue of Redeemable Non-convertible Debentures of Rs. 1,000/- each- (2019) TRANCH 1 - Option -6	60 months	9.60%	4,720.39	4,813.41	22-Aug-19	22-Aug-24	CRISIL AA+/Stable, CARE AA+; Stable, IND AA+/Stable	Specific Receivables
Public issue of Redeemable Non-convertible Debentures of Rs. 1,000/- each- (2019) TRANCH 1 - Option -7	84 months	9.70%	2,619.03	2,661.39	22-Aug-19	22-Aug-26	CRISIL AA+/Stable, CARE AA+; Stable, IND AA+/Stable	Specific Receivables
Public issue of Redeemable Non-convertible Debentures of Rs. 1,000/- each- (2019) TRANCH 1 - Option -8	42 months	9.50%	2,821.38	3,475.91	22-Aug-19	22-Feb-23	CRISIL AA+/Stable, CARE AA+; Stable, IND AA+/Stable	Specific Receivables
Public issue of Redeemable Non-convertible Debentures of Rs. 1,000/- each- (2019) TRANCH 1 - Option -9	60 months	9.60%	1,757.41	2,159.90	22-Aug-19	22-Aug-24	CRISIL AA+/Stable, CARE AA+; Stable, IND AA+/Stable	Specific Receivables
Public issue of Redeemable Non-convertible Debentures of Rs. 1,000/- each- (2019) TRANCH 1 - Option -10	84 months	9.70%	1,422.70	1,745.52	22-Aug-19	22-Aug-26	CRISIL AA+/Stable, CARE AA+; Stable, IND AA+/Stable	Specific Receivables
Public issue of Redeemable Non-convertible Debentures of Rs. 1,000/- each- (2019) TRANCH 2 - Option -1	36 months	8.52%	2,932.09	2,896.55	28-Jan-20	28-Jan-23	CRISIL AA+/Stable, CARE AA+; Stable, IND AA+/Stable	Specific Receivables
Public issue of Redeemable Non-convertible	60 months	8.66%	1,629.97	1,596.23	28-Jan-20	28-Jan-25	CRISIL AA+/Stable, CARE AA+;	Specific Receivables

Debt Series	Tenor (Month)	Coupon	Issue Size (Rs in Lacs)	Amount Outstanding as on 31.12.2021	Date of Allotment	Redemption Date	Credit Rating revised as on 31.12.2021	Security
Debentures of Rs. 1,000/- each- (2019) TRANCH 2 - Option -2							Stable, IND AA+/Stable	
Public issue of Redeemable Non-convertible Debentures of Rs. 1,000/- each- (2019) TRANCH 2 - Option -3	84 months	8.75%	1,383.06	1,349.35	28-Jan-20	28-Jan-27	CRISIL AA+/Stable, CARE AA+; Stable, IND AA+/Stable	Specific Receivables
Public issue of Redeemable Non-convertible Debentures of Rs. 1,000/- each- (2019) TRANCH 2 - Option -4	36 months	8.85%	5,050.97	5,408.27	28-Jan-20	28-Jan-23	CRISIL AA+/Stable, CARE AA+; Stable, IND AA+/Stable	Specific Receivables
Public issue of Redeemable Non-convertible Debentures of Rs. 1,000/- each- (2019) TRANCH 2 - Option -5	60 months	9.00%	3,470.35	3,690.51	28-Jan-20	28-Jan-25	CRISIL AA+/Stable, CARE AA+; Stable, IND AA+/Stable	Specific Receivables
Public issue of Redeemable Non-convertible Debentures of Rs. 1,000/- each- (2019) TRANCH 2 - Option -6	84 months	9.10%	1,302.31	1,381.17	28-Jan-20	28-Jan-27	CRISIL AA+/Stable, CARE AA+; Stable, IND AA+/Stable	Specific Receivables
Public issue of Redeemable Non-convertible Debentures of Rs. 1,000/- each- (2019) TRANCH 2 - Option -7	36 months	9.11%	2,082.16	2,429.84	28-Jan-20	28-Jan-23	CRISIL AA+/Stable, CARE AA+; Stable, IND AA+/Stable	Specific Receivables
Public issue of Redeemable Non-convertible Debentures of Rs. 1,000/- each- (2019) TRANCH 2 - Option -8	60 months	9.21%	1,515.80	1,760.80	28-Jan-20	28-Jan-25	CRISIL AA+/Stable, CARE AA+; Stable, IND AA+/Stable	Specific Receivables
			2,64,899.21	2,81,567.47				

Details of Commercial Papers:

ISIN	Face Value (Rs. in Lakh)	Date Of Disbursement	Prin Amount (Rs. in Crore)	Prepaid Int / Discount on NCD	Amount Outstanding As On Sept 30, 2021 (Rs. in Crore)	Redemption/Maturity Date	Repayment Terms
INE721A14DE2	5	17-May-2021	50.00	0.37	49.63	17-Nov-2021	6 months

INE721A14D G7	5	29-Sep- 2021	500.00	5.07	494.92	28-Dec- 2021	3 months
			550.00	5.44	544.54		

Details of Masala Bonds:**

(Rs. In Crores)

Series	Tenor / Period of Maturity (days)	Coupon	Issue Size (Rs in Lacs)	Amount Outstand- ing as on 31.12.2021	Date of Allotment	Redemption Date/ Schedule	Credit Rating revised as on 31.12.2021	Security	Series	Tenor / Period of Maturity (days)
MB-650 CRS	1918	8.10%	65,000.00	67,600.30	08-Mar-2018	08-Jun-2023	BB-/Stable BY S&P Ratings & BB/Negative FITCH Ratings	Specific Receivables	MB-650 CRS	1918
MB-190 CRS	1918	8.10%	19,000.00	19,760.09	08-Mar-2018	08-Jun-2023	BB-/Stable BY S&P Ratings & BB/Negative FITCH Ratings	Specific Receivables	MB-190 CRS	1918
			84,000.00	87,360.39						

** Secured by exclusive fixed charge over hypothecation loan receivables of the Company.

Details of Dollar Bonds**:**

(Rs. in Crore)

Series	Tenor / Period of Maturity (days)	Coupon	Issue Size (Rs in Lacs)	Amount Outstanding as on 31.12.2021	Date of Allotment	Redemption Date/ Schedule	Credit Rating revised as on 31.12.2021	Security
ED-2018-19-01	1097	10.26%	35,625.00	38,404.07	27-Feb-2019	28-Feb-2022	BB-/ Stable by S&P Ratings & BB/Negative by FITCH Ratings	1.00 TIMES
ED-2018-19-02	1097	10.26%	35,610.00	38,404.14	27-Feb-2019	28-Feb-2022	BB-/ Stable by S&P Ratings & BB/Negative by FITCH Ratings	1.00 TIMES
ED-2018-19-03	1097	10.29%	35,630.00	38,390.04	27-Feb-2019	28-Feb-2022	BB-/ Stable by S&P Ratings & BB/Negative by FITCH Ratings	1.00 TIMES
ED-2018-19-04	1097	10.30%	71,250.00	76,837.66	27-Feb-2019	28-Feb-2022	BB-/ Stable by S&P Ratings & BB/Negative by FITCH Ratings	1.00 TIMES
ED-2018-19-05	1097	10.31%	35,625.00	38,392.33	27-Feb-2019	28-Feb-2022	BB-/ Stable by S&P Ratings & BB/Negative by FITCH Ratings	1.00 TIMES
ED-2018-09-06	1097	10.27%	71,250.00	76,828.99	27-Feb-2019	28-Feb-2022	BB-/ Stable by S&P Ratings & BB/Negative by FITCH Ratings	1.00 TIMES
ED-2019-20-1-01	1279	6.41%	1,74,100.00	1,87,185.32	24-Apr-2019	24-Oct-2022	BB-/ Stable by S&P Ratings & BB/Negative by FITCH Ratings	1.00 TIMES

Series	Tenor / Period of Maturity (days)	Coupon	Issue Size (Rs in Lacs)	Amount Outstanding as on 31.12.2021	Date of Allotment	Redemption Date/ Schedule	Credit Rating revised as on 31.12.2021	Security
ED-2019-20-1-02	1279	6.48%	1,74,675.00	1,87,788.28	24-Apr-2019	24-Oct-2022	BB-/ Stable by S&P Ratings & BB/Negative by FITCH Ratings	1.00 TIMES
ED-2019-20-1-03	1279	6.45%	1,71,437.50	1,87,598.13	24-Apr-2019	24-Oct-2022	BB-/ Stable by S&P Ratings & BB/Negative by FITCH Ratings	1.00 TIMES
HSBC ED-1	1277	5.61%	3,54,250.00	3,98,721.58	16-Jan-2020	16-Jul-2023	BB-/ Stable by S&P Ratings & BB/Negative by FITCH Ratings	1.00 TIMES
ED-1836.25 CRS-HSBC	1155	4.82%	1,83,625.00	1,90,667.52	13-Jan-2021	13-Mar-2024	BB-/ Stable by S&P Ratings & BB/Negative by FITCH Ratings	1.00 TIMES
ED-1836.25 CRS-CITI	1155	4.82%	1,83,625.00	1,87,871.03	13-Jan-2021	13-Mar-2024	BB-/ Stable by S&P Ratings S & BB/Negative by FITCH Ratings	1.00 TIMES
DOLLAR BOND 6	1155	4.78%	1,63,035.00	1,68,907.11	13-Jan-2021	13-Mar-2024	BB-/ Stable by S&P Ratings & BB/Negative by FITCH Ratings	1.00 TIMES
			16,89,737.50	18,15,996.19				

**** Secured by exclusive fixed charge over hypothecation loan receivables of the Company.**

******The U.S. Dollar equivalent of the aggregate issue amount of the secured dollar bonds disclosed herein is U.S. Dollar 23,750.00 lacs and the aggregate amount outstanding as on March 31, 2021 of the secured dollar bonds disclosed herein is U.S. Dollar 23,750.**

Details of Inter Corporate Deposits:

Sr. No.	Lender	Amount Sanctioned (Rs in Lacs)	Amount Outstanding as on 31.12.2021	Repayment / Maturity Date	Secured/ Unsecured
1.	Proactive Solutech India Pvt Ltd	50.00	50.00	31-Mar-22	Unsecured
2.	Shriram Automall India Limited	170.00	170.00	16-May-22	Unsecured
3.	Shriram Automall India Limited	500.00	500.00	24-May-22	Unsecured
4.	Shriram Automall India Limited	225.00	225.00	08-Jun-22	Unsecured
		945.00	945.00		

Details of Deposits:

Sr. No.	Lender/Instrument/ Investors	Amount Outstanding as on 31.12.2021	Repayment / Maturity Date	Credit Rating As on Date	Secured/ Unsecured
1	Deposits – Public Deposits	9,68,674.38	Redeemable over a period of 12 to 60 months	CRISIL Rating "FAAA/STABLE" ICRA Rating " MAA+ with Stable Outlook"	Unsecured
2	Deposits – Corporate	1,59,504.98	Redeemable over a period of 12 to 60 months	CRISIL Rating "FAAA/STABLE" ICRA Rating " MAA+ with Stable Outlook"	Unsecured

Sr. No.	Lender/Instrument/ Investors	Amount Outstanding as on 31.12.2021	Repayment / Maturity Date	Credit Rating As on Date	Secured/ Unsecured
3	Recurring Deposits	12,654.09	12 to 60 months	CRISIL Rating "FAAA/STABLE" ICRA Rating " MAA+ with Stable Outlook"	Unsecured
		21,40,833.45			

Other Financial Liabilities on account of Securitisation*:

Particulars	Outstanding Amount as on 31.12.21(IND-AS) (in lacs)
Other financial liabilities on account of Securitisation	20,96,916.98
Total	20,96,916.98

* While secured loan assets are securitised by the Company from time to time, on account of credit enhancement being provided by the Company in connection with these transactions and the IND AS requirements, the securitised assets continue to be shown as assets of the Company and the corresponding liability created on account thereof is classified as a financial liability of the Company.

ii. List of Top 10 holders of Non-Convertible Securities as on December 31, 2021:

Sr. No.	Name of holders of Non-convertible Securities	Amount	% of total NCS outstanding
1	Life Insurance Corporation Of India	530000	21.36%
2	Postal Life Insurance Fund	104500	4.21%
3	Standard Chartered Bank	84000	3.39%
4	Aditya Birla Sun Life Trustee Private Limited	75000	3.02%
5	Kotak Mahindra Trustee Co. Ltd.	74000	2.98%
6	SBI Life Insurance Co. Ltd	47990	1.93%
7	Union Bank Of India	45000	1.81%
8	Nippon Life India Trustee Ltd	44500	1.79%
9	Tata AIG General Insurance Company Limited	42100	1.70%
10	Larsen And Toubro Limited	41500	1.67%
		1088590	

iii. Details of Rest of the borrowing (if any including hybrid debt like FCCB, Optionally Convertible Debentures / Preference Shares) as on December 31, 2021-

Sr. No.	ISIN	Maturity Date	Outstanding Amount
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1	INE721A14DE2	17-Nov-2021	50,00,00,000.00
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- iv. *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;*

The Company has issued debt securities at a Discount. Details of debt securities issued at a Discount as on December 31, 2021 are as follows:

ISIN NO.	Particulars	Rating	Amount (In Lacs)	Issued value (in lacs)
INE721A08CY4	Shriram General Insurance Co	CRISIL AA+/Stable, IND AA+/Stable	3500	3486
INE721A08CY4	Shriram Life Insurance Co Ltd	CRISIL AA+/Stable, IND AA+/Stable	1000	986
INE721A08CY4	Visakhapatnam Steel Project	CRISIL AA+/Stable, IND AA+/Stable	1500	1479
INE721A08CY4	Visakhapatnam Steel Project	CRISIL AA+/Stable, IND AA+/Stable	1200	1157
INE721A08CY4	RINL Employees Superannuation	CRISIL AA+/Stable, IND AA+/Stable	200	193
INE721A08CY4	Visakhapatnam Steel Project	CRISIL AA+/Stable, IND AA+/Stable	500	496
INE721A08CY4	Shriram General Insurance Co	CRISIL AA+/Stable, IND AA+/Stable	1000	995
INE721A08CY4	SPMCIL Provident Fund	CRISIL AA+/Stable, IND AA+/Stable	500	498

- v. *Details of all default/s and/or delay in payments of interest and principal of any kind of term loans, debt securities and other financial indebtedness including corporate guarantee issued by the Company, in the past 3 years, including the current financial year. – Nil*
- vi. *The amount of corporate guarantee issued by the Issuer along with the name of the counterparty (like name of the subsidiary, JV entity, group company, etc) on behalf of whom it has been issued- Nil*
- vii. *Any material event/ development or change having implications on the financials/credit quality (e.g. Any material regulatory proceeding 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.*
- viii. *Any litigation or legal action pending or taken by a Government Department or a statutory body during the last three years immediately preceding the year of the issue of prospectus against the promoter of the company.- Nil*

F. Consent Letter from the Debenture Trustee

The consent letter is enclosed as **Annexure II** of this Placement Memorandum

G. Names of all the recognized stock exchanges where the debt securities are proposed to be listed.

The NCDs are proposed to be listed on the wholesale debt segment of the BSE.

H. Other details.

Debenture Redemption Reserve (DRR)

As per Rule 18 (7)(b)(ii) of the Companies (Share Capital and Debentures) Rules, 2014, Debenture Redemption Reserve is not required to be created for issue of privately placed debentures by Non-Banking Finance Companies registered with Reserve Bank of India under Section 45 IA of the RBI (Amendment) Act 1997.

The Company also undertakes that, if there is any further guidelines are formulated (or modified or revised) by the Central Government or any other authority in respect of creation of Debenture Redemption Reserve the Company shall

abide by such guidelines.

Any material event/ development or change having implications on the financials/credit quality (e.g. any material regulatory proceedings against the Issuer/promoters, 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 non-convertible securities.

NIL

Details of default and non-payment of statutory dues.

NIL

The names of the debenture trustee shall be mentioned with the statement to the effect that the debenture trustee 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 the Debentures.

The Company has appointed **Catalyst Trusteeship Limited** a SEBI approved Trust Management Company as the agent and trustees for and on behalf of the Debenture Holders. The address and contact details of the Debenture trustee are as under:

Catalyst Trusteeship Limited

Office No. 604, 6th floor, Windsor, C.S.T. Road,

Kalina, Santacruz (East), Mumbai – 400 098

Tel: +91 22 4922 0555

Website: www.catalysttrustee.com

The **Catalyst Trusteeship Limited** has given its consent to the Company under the provisions of the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 to be appointed as the Debenture Trustee to this Issue. Please refer to Annexure II of this Placement Memorandum for the debenture trustee consent letter dated December 21, 2021.

Details/Copy of Guarantee Letter or Letter of Comfort or any other Document / Letter with similar intent, if any
Not Applicable

The Issuer to provide details with respect to Project details: gestation period of the project; extent of progress made in the project; deadlines for completion of the project; the summary of the project appraisal report (if any), schedule of implementation of the project.

NIL

Disclosures pertaining to wilful defaulter

Please refer to Section 4 of this Placement Memorandum.

Default in Payment

Please refer to the Term Sheet.

Default in Listing

Please refer to the Term Sheet.

Delay in allotment of securities

Not applicable.

Issue details:

Please refer to the Term Sheet above and Section 5 and Section 7 of the Placement Memorandum.

Application Process:

Please refer to Section 6 of this Placement Memorandum

Disclosure prescribed under PAS -4 of Companies (Prospectus and Allotment of Securities), Rules, 2014.

Please refer to **Part C of Section 3 of this Placement Memorandum.**

Additional Disclosures for NBFCs

Sr. No.	Particulars of disclosure	Details	Remarks
1.	Details with regard to lending done out of the issue proceeds of earlier issuances of debt securities (whether public issue or private placement) by NBFC	Lending Policy Classification of Loans given to associate or entities related to Board, Senior management, promoters, etc. Classification of loans into several maturity profile denomination, Aggregated exposure to top 20 borrowers Details of loans, overdue and classified as Non performing assets (NPA)	Lending Policy - Annexure IX of this Placement Memorandum Classification of Loans given to associate or entities related to Board, Senior management, promoters, etc. – Nil Classification of loans into several maturity profile denomination,- <i>Please refer to the Part B of this Section 3 hereto.</i> Aggregated exposure to top 20 borrowers – 0.28 % Details of loans, overdue and classified as Non performing assets (NPA) - <i>Please refer to the Part B of this Section 3 hereto.</i>
2.	Details of borrowings made by NBFC	Portfolio Summary of borrowings made by NBFC Quantum and percentage of Secured vs. Unsecured borrowings	Portfolio Summary of borrowings made by NBFC - <i>Please refer to the Part B of this Section 3 hereto.</i> Quantum and percentage of Secured vs. Unsecured borrowings- Secured Borrowings - Rs. 84,878.8 Crs - 79.93% Unsecured Borrowings - Rs. 21,317.61 Crs - 20.07% Total - Rs. 1,06,196.41 Crs - 100.00 %
3.	Details of change in shareholding	Any change in promoters holding in NBFC during last financial year beyond the threshold prescribed by Reserve Bank of India	Not Applicable
4.	Disclosure of Assets under management	Segment wise break up and type of loans	<i>Please refer to the Part B of this Section 3 hereto.</i>
5.	Details of Borrowers	Geographical location wise	<i>Please refer to the Part B of this Section 3 hereto.</i>

6.	Details of Gross NPA	Segment wise	<i>Please refer to the Part B of this Section 3 hereto.</i>
7.	Details of Assets and Liabilities	Residual maturity profile wise into several buckets	<i>Please refer to the Part B of this Section 3 hereto.</i>
8.	Disclosure of latest ALM statements to stock exchange		Annexure X of this Placement Memorandum

A statement containing particulars of the dates of and parties to all material contracts, agreements involving financial obligations of the issuer:

By the very nature of its business, the Company is involved in a large number of transactions involving financial obligations and therefore it may not be possible to furnish details of all material contracts/ agreements/ documents involving financial obligations of the Company. However, the contracts/ agreements/ documents listed below which are or may be deemed to be material (not being contracts entered into in the ordinary course of the business carried on by the Issuer) in connection with the Issue:

1. Memorandum and Articles of Association of the Company as amended from time to time.
2. Resolution of the Board of Directors passed at its meeting held on January 24, 2022 approving, inter-alia, the issue of non-convertible debentures aggregating upto Rs. 6000 Crores read with the resolution passed by Banking and Finance Committee of the Board of Directors on January 27, 2022.
3. Certified true copy of resolution passed by the shareholders of the Company on June 13, 2019 (through postal ballot), authorising the Board of Directors to borrow, for the purpose of the Company, upon such terms and conditions as the Board may think fit for amounts up to Rs. 1,50,000 Crores under Section 180(1) of the Companies Act, 2013.
4. Resolution passed by the shareholders of the Company on March 10, 2021 authorising the Board of Directors to offer, issue and allot secured, Senior, Rated, Listed, Redeemable, Taxable Non-Convertible Debentures, in one or more series/tranches, aggregating up to Rs. 35,000 Crore, 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.
5. Credit Rating Rationale dated January 19, 2022 from India Ratings, assigning the credit rating to the Issue.
6. Tripartite agreement dated March 29, 2000 between the Company, Integrated Registry Management Services PVT LTD (Registrar & Transfer Agent) and CDSL.
7. Certified true copy of the Tripartite agreement dated April 30, 1999 between the Company, Integrated Registry Management Services PVT LTD (Registrar & Transfer Agent) and NSDL.
8. Consent letter issued by Catalyst Trusteeship Limited dated December 21, 2021 to act as the Debenture Trustee to the Issue.
9. Certified true copy of the above documents are available for inspection at the Registered / Corporate Office of the Company until the date of closure of the Issue.

DOCUMENTS SUBMITTED TO THE DEBENTURE TRUSTEE

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

- (a) Memorandum and Articles of Association and necessary resolution(s) for the allotment of the Debentures;
- (b) Copy of last 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, till the redemption of the debt securities, submit the details mentioned in point (d) above to the Debenture Trustee within the timelines as mentioned in Uniform Listing Agreement issued by SEBI vide circular No. CIR/CFD/CMD/6/2015 dated October 13, 2015, as amended from time to time, for furnishing / publishing its half yearly/ annual result. Further, the Issuer shall within 180 (One Hundred Eighty) 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' (QIBs) and other existing Debenture Holders within 2 (two) working days of their specific request.

Additional Covenants/ Undertaking by the Company-

The Issuer Company undertakes that:

- a) Undertaking regarding RBI/ECGC Defaulters List
- b) As per declaration submitted to the Company this is to confirm that none of its Directors are appearing on the RBI/ECGC defaulters list.
- c) In case of default in payment of Interest and/or principal redemption on the due dates, additional interest of 2% p.a. over the coupon rate will be payable by the Company for the defaulting period;
- d) The Company will enter into a Trustee Agreement/Trust Deed, inter-alia, specifying the powers, authorities and obligations of the Company and the Trustees in respect of the Debentures.
- e) The Company shall forward the listing application to the relevant Stock Exchanges and procure permission for listing of Debentures from the same within the 4 days from the date of closure of the Issue. In case of delay in listing of the debt securities beyond 4 days from the date of closure of the Issue, the Company will: (A) pay penal interest of 1% p.a. over the Coupon Rate from the date of closure of the Issue and till the listing of the Debentures, to the investor; and (B) be permitted to utilise the issue proceeds of its subsequent two privately placed issuances of securities only after receiving final listing approval from the Stock Exchanges. In case the Debenture are not listed within 45 (forty-five) days from the closure of the Issue, subject to Applicable Law, the Debentures shall be mandatorily prepaid in terms of the Transaction Documents.
- f) The Company undertakes that it shall not extend loans against the security of its own Debentures issued by way of this Private Placement.
- g) The Company shall deploy funds raised through issue of Debentures on its own balance sheet and not to Facilitate resource requests of group entities/ parent company / associates.
- h) The complaints received in respect of the Issue shall be attended to by the Company expeditiously and Satisfactorily.
- i) It shall take all steps for completion of formalities for listing and commencement of trading at the Concerned stock exchange where securities are to be listed within specified time frame;
- j) Necessary co-operation to the credit rating agencies shall be extended in providing true and adequate
- k) Information till the debt obligations in respect of the instrument are outstanding.
- l) That there is no wilful default by the company.
- m) It shall use a common form of transfer for the instrument.

Issue/ Instrument specific regulations:**Transaction Documents**

The detailed terms of the Debentures, including the events of default, covenants and undertakings, terms of the security created by the Issuer in relation to the Debentures shall be as per the Debenture Trust Deed executed by and between the Issuer and the Debenture Trustee in relation to issuance of rated listed senior secured redeemable non convertible debentures aggregating upto INR 5,25,00,00,000/- (Indian Rupees Five Hundred and Twenty Five Crores only) with a green shoe option to retain over-subscription of up to 1,750 (one thousand seven hundred and fifty) senior, secured, rated, listed, redeemable, non-convertible Debentures, of face value of INR 10,00,000/- (Indian Rupees Ten Lakhs only) per debenture for cash at par amounting to INR 175,00,00,000/- (Indian Rupees One Hundred and Seventy-Five Crores only) the aggregate of which amounts up to INR 700,00,00,000/- (Indian Rupees Seven Hundred Crores only).

Authority for the Placement

This private placement of Debentures is being made pursuant to the resolution of the banking and finance committee passed at its meeting held on January 27, 2022 read with resolution of the board of directors of the company dated January 24, 2022 which has approved the placement of debentures aggregating to Rs. 6,000 crores. The issue of private placement of Debentures is within the overall limit in terms of special resolution passed under Section 42 of the Companies Act, 2013 read with Rule 14 of the Companies (Prospectus and Allotment of securities) Rules, 2014, passed by the shareholders of the Company on 10th March 2021. The present issue of is within the general borrowing limits in terms of the resolution passed under Section 180(1) (c) of the Companies Act, 2013, passed by the shareholders of the Company through postal ballot on June 13, 2019 giving their consent to the borrowing by the Directors of the Company from time to time not exceeding over and above the aggregate of Rs. 1,50,000 Crores the then paid up capital subject to any restrictions imposed by the terms of the agreement entered into from time to time for grant of loans to the Company of all monies deemed by them to be requisite or proper for the purpose of carrying on the business of the Company. The borrowings under these Debentures will be within the prescribed limits as aforesaid.

The Company can carry on its existing activities and future activities planned by it in view of the existing Approvals, and no further approvals from any Government authority are required by the Company to carry on its said activities.

Minimum Subscription

10 debentures and in multiples of 1 thereafter.

Underwriting

The present Issue of Debentures is on private placement basis and has not been underwritten.

Status of Debentures

The Debentures shall rank pari-passu inter se and without any preference or priority among themselves. Subject to any obligations preferred by mandatory provisions of the law prevailing from time to time, the Debentures shall also, as regards the principal amount of the Debentures, interest and all other monies secured in respect of the Debentures, rank pari passu with all other present and future holders of debentures issued by the Company in the same category.

Market Lot

The market lot shall be one Debenture of face value of Rs.10.00 Lakhs each (“**Market Lot**”). Since the Debentures are being issued only in dematerialised form, the odd lots will not arise either at the time of issuance or at the time of transfer of debentures.

Redemption Premium/ Interest on Debentures

The Debentures shall carry interest at the rate as per term sheet (subject to deduction of tax at source at the rates prevailing from time to time under the provisions of the Income Tax Act, 1961, or any other statutory modification or re-enactment thereof for which a certificate will be issued by the Company) payable to the holders of Debentures (the “**Holders**” and each, a “**Holder**”) as of the relevant Record Date. The interest payable on any Interest Payment Date will be paid to the Debenture holder(s) whose names appear in the List of Beneficial Owners given by the Depository to the Company as on the Record Date.

Debentures in Dematerialized Form

The Company has finalized Depository Arrangements with National Securities Depository Limited (NSDL) / Central Depository Services (India) Limited (CDSL) for dematerialization of the Debentures. The investor has to necessarily hold the Debentures in dematerialized form and deal with the same as per the provisions of Depositories Act, 1996 (as amended from time to time). The normal procedures followed for transfer of securities held in dematerialized form shall be followed for transfer of these Debentures held in electronic form. The seller should give delivery instructions containing details of the buyer's DP account to his depository participant.

Applicants to mention their Depository Participant's name, DP-ID and Beneficiary Account Number/Client ID in the appropriate place in the Application Form. In case the depository arrangement is finalised before the completion of all legal formalities for issue of Debenture Certificates, Debentures to successful allottee(s) having Depository Account shall be credited to their Depository Account against surrender of letter of allotment.

Interest or other benefits with respect to the Debentures would be paid to those Debenture holders whose names appear on the list of beneficial owners given by the Depositories to the Issuer as on a record date/book closure date. The Issuer would keep in abeyance the payment of interest or other benefits, till such time that the beneficial owner is identified by the Depository and informed to the Issuer where upon the interest/benefits will be paid to the beneficiaries within a period of 30 days.

In case of incorrect details provided by the investors the Registrar will not credit the debentures to the Depository Account until the details are corrected by the investors.

Transfer of Debentures

Debentures shall be transferred subject to and in accordance with the rules/ procedures as prescribed by the NSDL /CDSL Depository Participant of the transferor/ 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 electronic form. The seller should give delivery instructions containing details of the buyer's DP account to his depository participant.

Transfer of Debentures to and from NRIs/ OCBs, in case they seek to hold the Debentures and are eligible to do so, will be governed by the then prevailing guidelines of RBI. The transferee(s) should ensure that the transfer formalities are completed prior to the Record Date. In the absence of the same, interest will be paid/ redemption will be made to the person, whose name appears in the records of the Depository. In such cases, claims, if any, by the transferee(s) would need to be settled with the transferor(s) and not with the company.

Future Borrowings

The Company shall be entitled to make further issue(s) of debentures, raise further loans of advances and/or avail further deferred payment guarantees or other financial facilities from time to time from such persons/banks/financial institutions or body corporate/or any other agency on such terms and conditions as the Company may think appropriate in any manner having such ranking in priority, pari passu or otherwise and change the capital structure including the issue of shares of any class, on such terms and conditions as the Company may think appropriate, without having any need to obtain the consent of, or intimation to, the Debenture holders or the Debenture Trustee, provided that the Security Cover (as identified in the Summary Term Sheet/ Term Sheet below) in relation to the Debentures is maintained at all times in accordance with the terms of the Transaction Documents. However, the Company shall not create further charge on the Hypothecated Assets without prior consent of the Debenture Trustee.

Disputes and Governing Law

The Debentures shall be construed to be governed in accordance with Indian Law. The competent alone shall have jurisdiction in connection with any matter arising out of or under these precincts.

Over and above, the said Debentures shall be subject to the Terms and Conditions to be incorporated in the Debentures to be issued to the allottees and the Debenture Trust Deed/Trustee Agreement.

Trading of Debentures

The trading of privately placed Debt securities would be permitted in the anonymous, order driven system of the Stock Exchange in a separate trading segment. The marketable lot would be one Debentures of face value of Rs. 10 lakhs. All class of investors would be permitted to trade subject to the standard denomination/marketable lot. The trades executed on spot basis shall be required to be reported to the Stock Exchange.

List of Beneficial Owners

The Company shall request the Depository to provide a list of Beneficial Owners as at the end of the Record Date. This shall be the list, which shall be considered for payment of interest or repayment of principal amount, as the case may be.

Succession

In the event of demise of the sole/first holder/registered holder of the Debenture(s) or the last survivor, in case of joint holders for the time being, the Company will recognize the executor or administrator of the deceased Debenture holder, or the holder of succession certificate or other legal representative as having title to the Debenture(s). The Company shall not be bound to recognize such executor or administrator, unless such executor or administrator obtains probate, letter of administration wherever it is necessary, or such holder is the holder of succession certificate or other legal representation, as the case may be, from a Court in India having jurisdiction over the matter. The Company may, in its absolute discretion, where it thinks fit, dispense with production of probate or letter of administration or succession certificate or other legal representation, in order to recognize such holder as being entitled to the Debenture(s) standing in the name of the deceased Debenture holder on production of sufficient documentary proof or indemnity.

- 1) Where a non-resident Indian becomes entitled to the Debenture by way of succession, the following steps have to be complied:
- 2) Documentary evidence to be submitted to the Legacy Cell of the RBI to the effect that the Debenture was acquired by the NRI as part of the legacy left by the deceased holder.

Proof that the NRI is an Indian National or is of Indian origin.

Such holding by the NRI will be governed by the then prevailing guidelines of RBI.

Disclosure Clause

In the event of default in the repayment of the principal and/or interest thereon on the due dates, the investors and/or the Reserve Bank of India/SEBI will have an unqualified right to disclose or publish the name of the borrower and its directors as defaulter in such manner and through such medium as the Investors and/or the Reserve Bank of India in their absolute discretion may think fit. Over and above, the said Debentures shall be subject to the Terms and Conditions to be incorporated in the Debentures to be issued to the allottees and in the Debenture Trust Deed/Trustee Agreement.

Registrars

Integrated Registry Management Services Pvt Ltd. Is acting as Registrar and Transfer agents for the Company for debt instruments. Requests for registration of transfer, along with Debenture Certificates/Letters of Allotment and appropriate transfer documents should be sent to the Registrars. The transferee shall also furnish name, address and specimen signatures and wherever necessary, authority for purchase of Debentures. The Registrars after examining the adequacy and correctness of the documentation shall register the transfer in its books. However, as the NCDs are compulsory issued in demat mode, this may not be applicable.

Debenture holder not a Shareholder

The Debenture holders will not be entitled to any of the rights and privileges available to the shareholders. The Debenture shall not confer upon the holders the right to receive notice(s) or to attend and to vote out any General Meeting(s) of the Company.

Modification of Rights

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

PART B

Additional Disclosures pursuant to the Operational Circular.

- (i) A portfolio summary with regard to industries/ sectors to which borrowings have been made;

Borrowing profile March 31, 2021

Particulars	Amount in Cr
Senior secured notes	888.35
Secured NCD	20,929.53
External commercial bond -Secured	17,779.55
Unsecured NCD	464.44
Commercial papers	-
Subordinated Debt	4,620.76
Term Loans from Banks	13,304.70
ICD	49.59
Loans from Institutions	3,783.20
External commercial borrowing	4,122.49
Fixed Deposit	16,182.82
Cash Credit	667.38
Securitisation	23,403.60
Total	106,196.41

Borrowing details	As on March 31, 2021
Category	Amount in Cr
Borrowings in India	83,406.02
Borrowings outside India	22,790.39
Total	1,06,196.41

- (ii) NPA exposures of the issuer for the last three financial years (both gross and net exposures) and provisioning made for the same as per the last audited financial statements of the Issuer.

Sr. No.	Particulars (Rs. in Crs)	Mar-21	Mar-20	Mar-19
1	Gross Stage 3	8,295.21	9,179.71	8,622.27
2	ECL Provision Stage 3	3,488.53	3,188.65	2,967.00
3	Net Stage 3	4,806.68	5,991.06	5,655.27
4	Gross Stage 1 & 2	1,09,200.04	1,00,631.95	94,358.47
5	ECL Provision Stage 1 & 2	4,451.13	3,143.36	2,603.70
6	Net Stage 1 & 2	1,04,748.91	97,488.59	91,754.

- (iii) Quantum and percentage of secured vis-à-vis unsecured borrowings made; and

Secured Borrowings - Rs. 84,878.8 Crores - 79.93%

Unsecured Borrowings - Rs. 21,317.61 Crores - 20.07%

Total - Rs. 1,06,196.41 Crores - 100.00 %

- (iv) Any change in promoters' holdings during the last financial year beyond the threshold, as prescribed by RBI.

Not Applicable

- (i) Type of Loans as on March 31, 2021:

Sr. No.	Type of Loans	Rs. (in crore)	Percentage
1	Secured	1,14,475.54	97.64 %
2	Unsecured	2,767.28	2.36 %
	Total assets under management (AUM)*^	1,17,242.82	100.00 %

*Information required at borrower level (and not by loan account as customer may have multiple loan accounts);

^Issuer is also required to disclose off balance sheet items;

- (ii) Denomination of loans outstanding by loan-to-value as on March 31, 2021:

Sr. No.	LTV (at the time of origination)	Percentage of AUM
1	Upto 40%	0.56
2	40%-50%	1.35
3	50%-60%	14.39
4	60%-70%	36.02
5	70%-80%	31.03
6	80%-90%	13.06
7	>90%	3.59
	Total	100.00

- (iii) Sectoral Exposure as on March 31, 2021:

Sr. No.	Segment-wise break-up of AUM	Percentage of AUM
1	Retail	
A	Mortgages (home loans and loans against property)	
B	Gold loans	
C	Vehicle finance	95.19
D	MFI	
E	MSME	4.76
F	Capital market funding (loans against shares, margin funding)	
G	Others	0.04
2	Wholesale	
A	Infrastructure	
B	Real estate (including builder loans)	
C	Promoter funding	

D	Any other sector (as applicable)	
E	Others	
	Total	99.99

(iv) Denomination of loans outstanding by ticket size as on March 31, 2021*:

Sr. No.	Ticket size (at the time of origination)	Percentage of AUM
1	Upto Rs. 2 lakh	1.66
2	Rs. 2-5 lakh	10.49
3	Rs. 5 - 10 lakh	31.53
4	Rs. 10 - 25 lakh	46.44
5	Rs. 25 - 50 lakh	6.64
6	Rs. 50 lakh - 1 crore	1.86
7	Rs. 1 - 5 crore	0.98
8	Rs. 5 - 25 crore	0.26
9	Rs. 25 - 100 crore	0.14
10	>Rs. 100 crore	-
	Total	100.00

*Information required at the borrower level (and not by loan account as a customer may have multiple loan accounts)

(v) Geographical classification of borrowers as on March 31, 2021:

Sr. No.	Top 5 states	Percentage of AUM
1	Tamil Nadu	18.96
2	Karnataka	9.84
3	Maharashtra	7.58
4	Andhra Pradesh	7.23
5	Telangana	6.75
	Total	50.35

(vi) Details of loans overdue and classified as non-performing in accordance with RBI's stipulations:

I. Movement of gross NPA as on March 31, 2021

Movement of gross NPA*	Rs. crore
Opening gross NPA	9,177.08
- Additions during the year	5,460.70
- Reductions during the year	(6,344.97)
Closing balance of gross NPA	8,292.81

*Please indicate the gross NPA recognition policy (Day's Past Due)
90 days past due is NPA Recognition Policy

II. Movement of provisions for NPA as on March 31, 2021

Movement of provisions for NPA	Rs. crore
Opening gross NPA	3,185.95
- Additions during the year	2,415.58
- Write-off/ write-back of excess provisions	(2,115.40)

Closing balance	3,486.13
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90 days past due is NPA Recognition Policy

(vii) Segment-wise gross NPA as on March 31, 2021:

Sr. No.	Segment-wise gross NPA	Gross NPA (%)
1	Retail	
A	Mortgages (home loans and loans against property)	
B	Gold loans	
C	Vehicle finance	84.06
D	MFI	
E	MSME	15.73
F	Capital market funding (loans against shares, margin funding)	
G	Others	0.20
2	Wholesale	
A	Infrastructure	
B	Real estate (including builder loans)	
C	Promoter funding	
D	Any other sector (as applicable)	
E	Others	
	Total	99.99

(viii) Residual maturity profile of assets and liabilities (in line with the RBI format) as on March 31, 2021:

(Rs. In crores)

Category	Upto 30/31 days	>1 month – 2 months	>2 months – 3 months	>3 months – 6 months	>6 months – 1 year	>1 year – 3 years	>3 years – 5 years	>5 years	Total
Deposits *	360.54	205.06	311.49	1,357.74	3,317.24	7,689.84	3,047.65	-	16,289.56
Advances **	4,007.15	3,206.84	3,165.73	9,676.92	17,873.55	51,397.49	15,938.33	3,037.03	1,08,303.04
Investments	44.71	58.78	49.69	134.26	235.76	794.04	169.15	1,711.46	3,197.85
Borrowings ***	3,168.66	2,356.37	2,963.32	8,894.36	12,004.44	24,324.08	8,484.54	5,915.78	68,111.55
Foreign currency assets	-	-	-	-	-	-	-	-	-
Foreign currency liabilities	246.67	-	22.09	228.76	2,991.55	17,562.32	535.03	315.62	21,902.04

* includes deposits from corporates and unclaimed matured deposit.

** net of Impairment loss allowance.

*** Excludes deposits which are shown separately and external commercial borrowings and external commercial bond which are shown separately under Foreign Currency Liabilities

PART C

Disclosures under Form PAS -4 pursuant to Section 42 and Rule 14 of the Companies (Prospectus and Allotment of Securities) Rules, 2014.

Sub-Part A

PRIVATE PLACEMENT OFFER CUM APPLICATION LETTER

1. GENERAL INFORMATION

i. Name, address, website (if any) and other contact details of the company indicating both registered office and corporate office:

Name of the Company: Shriram Transport Finance Company Limited

Website: www.stfc.in

Contact Details: 022- 40959595

Registered office of the Company:

Sri Towers, Plot No.14A, South Phase, Industrial Estate, Guindy, Chennai – 600 032

Corporate Office of the Company:

Shriram Transport Finance Company Limited

Wockhardt Towers, Level – 3, West Wing,

C-2, G Block, Bandra-Kurla Complex,

Bandra (East), Mumbai – 400 051

Tel. No.: +91 22 4095 9595

Fax: +91 22 4095 9597/96

ii. **Date of Incorporation of the Company:** June 30, 1979. Our Company was incorporated as a public limited company under the provisions of the Companies Act, 1956.iii. **Business carried on by the company and its subsidiaries with the details of branches or units, if any:**

We believe that we are one of the largest asset financing non-banking finance companies (NBFC) in the organised sector in India that cater to first time users (FTU) and small road transport operators (SRTOs) for financing pre-owned commercial vehicles. In addition, we provide commercial vehicle finance for new commercial vehicles. We are among the leading NBFCs in the organised sector for the commercial vehicle industry in India for FTUs and SRTOs. We also provide financing for passenger commercial vehicles, multi-utility vehicles, three wheelers and tractors as well as ancillary equipment and vehicle parts finance, such as loans for tyres and engine replacements, and provide working capital facility for FTUs and SRTOs. We offer financial services to commercial vehicle operators, thereby providing comprehensive financing solutions to the road logistics industry in India.

Our Company was established in 1979 and we have a long track record of over three decades in the commercial vehicle financing industry in India. The Company has been registered as a deposit-taking NBFC with the Reserve Bank of India (RBI) since 4 September 2000 under Section 45IA of the Reserve Bank of India Act, 1934. We are a part of the Shriram group of companies, which has a strong presence in financial services in India, including commercial vehicle financing, consumer finance, life and general insurance, stock broking, chit funds and distribution of financial products, such as life and general insurance products and mutual fund products. Notably, our Company registered with Insurance Regulatory and Development Authority of India as a corporate agent to deal in general insurance and life insurance in 2013.

Our widespread network of branches across India has been a key driver of our growth over the years. As of 31 March 2021, we had 1,817 branches across India, including most of the major commercial vehicle hubs along various road transportation routes in India. We have also established our presence in 820 rural centres as of 31 March 2021, with a view towards increasing our market share in the pre-owned commercial vehicle market and reaching out to a relatively newer customer segment in rural areas. We have also strategically expanded our marketing network and operations

by entering into partnership and co-financing arrangements with private financiers in the unorganised sector involved in commercial vehicle financing. As of 31 March 2021, the total number of our employees was 24,452.

Our Company's Financial Products

Commercial Vehicle Finance

We are principally engaged in the business of providing commercial vehicle financing to FTBs and SRTOs. FTBs are principally former truck drivers who purchase trucks for use in commercial operations and SRTOs are principally small transport operators owning between one and four used commercial vehicles. Our financing products are principally targeted at the financing of pre-owned trucks and other commercial vehicles, although we also provide financing for new commercial vehicles. The pre-owned commercial vehicles we finance are typically between 5 and 12 years old. We also provide financing for other kinds of pre-owned and new commercial vehicles, including passenger vehicles, multi-utility vehicles, tractors and three wheelers.

Vehicle Parts Finance and other ancillary activities

Our customers also require financing for the purchase of vehicle parts in connection with the operation of their trucks and other commercial vehicles. We also offer financing for the acquisition of new and pre-owned vehicle equipment and accessories, such as tyres and other vehicle parts. We also provide working capital loans.

Our Company deals in life insurance and general insurance products.

Our Company has entered into agreements with Shriram General Insurance Company Limited (“**SGIC**”) and Bajaj Allianz General Insurance Company Limited (“**BAGICL**”) whereby the Company is appointed as their ‘corporate agent’ and is authorized to market and solicit insurance products provided by SGIC and BAGICL to its customers and clients subject to the limits prescribed and on the terms and conditions agreed to between the parties.

iv. Brief particulars of the management of the company:

The day to day management of the Company is carried out by the following key people:

Mr. Umesh Revankar	-	Vice Chairman & Managing Director
Mr. Parag Sharma	-	Joint Managing Director & CFO
Mr. S. Sunder	-	Joint Managing Director

Umesh Revankar- Vice Chairman & Managing Director

He joined STFC as an Executive Trainee in 1987. He has been associated with Shriram Group for over 30 years and has shouldered various responsibilities and worked in several key roles of business operations. He holds a degree in MBA Finance.

Parag Sharma- Joint Managing Director & CFO

He has over 28 years of experience in finance industry. He joined in 1995 and now heads the Finance function. He is a qualified Cost Accountant.

S. Sunder- Joint Managing Director

He has over 28 years of experience in finance industry. He joined in 1995 and now heads the Accounts and Administration function. He is a qualified Cost Accountant.

v. Management's perception of risk factors:

The following are some of the important factors that could cause actual results to differ materially from the Company's expectations:

The following are the risks envisaged by the management of the Company relating to the Company, the Debentures

and the market in general. Potential investors should carefully consider all the risk factors stated in this Placement Memorandum in relation to the Debentures for evaluating the Company and its business and the Debentures before making any investment decision relating to the Debentures. The Company believes that the factors described below represents the principal risks inherent in investing in the Debentures but does not represent that the statements below regarding the risks of holding the Debentures are exhaustive. The ordering of the risk factors is intended to facilitate ease of reading and reference and does not in any manner indicate the importance of one risk factor over another. Potential Investors should also read the detailed information set out elsewhere in the this Placement Memorandum and reach their own views prior to making any investment decision.

If any one of the following stated risks actually occurs, the Company's business, financial conditions and results of operations could suffer and, therefore, the value of the Company's Debentures could decline and/or the Company's ability to meet its obligations in respect of the Debentures could be affected. More than one risk factor may have simultaneous effect with regard to the Debentures such that the effect of a particular risk factor may not be predictable. In addition, more than one risk factor may have a compounding effect which may not be predictable. No prediction can be made as to the effect that any combination of risk factors may have on the value of the Debentures and/or the Company's ability to meet its obligations in respect of the Debentures.

These risks and uncertainties are not the only issues that the Company faces. Additional risks and uncertainties not presently known to the Company or that the Company currently believes to be immaterial may also have a material adverse effect on its financial condition or business. Unless specified or quantified in the relevant risk factors, the Company is not in a position to quantify the financial or other implications of any risk mentioned herein below.

A. INTERNAL RISK FACTORS

As set out in **Section 2 (Risk Factors)** of the Placement Memorandum

B. EXTERNAL RISK FACTORS

As set out in **Section 2 (Risk Factors)** of the Placement Memorandum

vi. Details of default, if any, including therein the amount involved, duration of default and present status, in repayment of –

- (a) Statutory dues: Nil
- (b) Debentures and interest thereon: Nil
- (c) Deposits and interest thereon: Nil
- (d) Loan from any bank or financial institution and interest thereon: Nil

vii. Names, designation, address and phone number, email ID of the nodal/ compliance officer of the Company, if any, for the private placement offer process:

Name: Mr. Vivek M Achwal
 Designation: Company Secretary
 Address: Shriram Transport Finance Company Limited
 Wockhardt Towers, Level – 3, West Wing,
 C-2, G Block, Bandra-Kurla Complex,
 Bandra (East), Mumbai – 400 051
 Tel. No.: +91-22-4095 9595
 Fax: +91-22-4095 9597/96
 E-mail id: vivekmadhukar.a@stfc.in

viii. Any Default in Annual filling of the Company under the companies Act, 2013 or the rules made there under: -
Not Applicable. No default has occurred in relation to annual filing of the Company under the Companies Act, 2013

ix. PARTICULARS OF OFFER:

i) Financial Position of the Company for the last 3 Financial Year	Please refer Annexure VI and Annexure VIII of this Placement Memorandum.														
ii) Date of passing of board resolution	January 24, 2022 read with resolution passed by the banking and finance committee on January 27, 2022.														
iii) Date of passing of resolution in the general meeting, authorizing the offer of securities	June 13, 2019, passed by the shareholders of the Issuer under Section 180(1)(a) of the Companies Act, 2013 and Section 180(1)(c) of the Companies Act, 2013 and the resolution dated 10 th March 2021 passed by the shareholders of the Issuer under Section 42 of the Companies Act, 2013.														
iv) Kinds of securities offered (i.e. whether share or debenture) and class of security; the total number of shares or other securities to be issued;	The Debentures being offered in terms of this Placement Memorandum are 5,250 (Five Thousand Two Hundred and Fifty) senior secured rated listed redeemable principal non-convertible debentures bearing face value of Rs.10,00,000/- (Rupees Ten Lakhs each) and aggregating upto INR 5,25,00,00,000/- (Indian Rupees Five Hundred and Twenty-Five Crores only) with a green shoe option to retain over-subscription of up to 1,750 (one thousand seven hundred and fifty) senior, secured, rated, listed, redeemable, non-convertible Debentures, of face value of INR 10,00,000/- (Indian Rupees Ten Lakhs only) per debenture for cash at par amounting to INR 175,00,00,000/- (Indian Rupees One Hundred and Seventy-Five Crores only) the aggregate of which amounts up to INR 700,00,00,000/- (Indian Rupees Seven Hundred Crores only).														
v) Price at which the security is being offered including the premium, if any, along with justification of the price	Please refer to the Summary Term Sheet/ Term Sheet in this Placement Memorandum.														
vi) Name and address of the valuer who performed valuation of the security offered, and basis on which the price has been arrived at along with report of the registered valuer.	Not Applicable														
vii) Relevant date with reference to which the price has been arrived at; (Relevant date means a date at least thirty days prior to the date on which the general meeting of the company is schedule to be held)	Not Applicable														
viii) The class or classes of persons to whom the allotment is proposed to be made;	Please refer to the provisions regarding ‘Who can Apply’ under the Placement Memorandum.														
ix) Intention of promoters, directors or key managerial personnel to subscribe to the offer (applicable in case they intend to subscribe to the offer) (not in case of issue of non-convertible debentures)	Not Applicable														
x) The Proposed time within which the allotment shall be completed.	Please refer to the Summary Term Sheet/ Term Sheet in this Placement Memorandum.														
xi) The names of the proposed allottees and the percentage of post private placement capital that may be held by them (not required in case of issue of non- convertible debentures);	Not Applicable														
xii) The change in control, if any in the company that would occur consequent to the private placement.	There would be no Change in control post issuance of Debentures.														
xiii) The number of person to whom allotment on preferential basis / private placement / right issue has already been made during the year, in terms of number of securities as well as price.	<table><tr><td>ISIN No.</td><td>Allotment Date</td><td>Allotment Price</td><td>Issued Amount</td><td>No. of Investors</td></tr><tr><td colspan="5"></td></tr></table>					ISIN No.	Allotment Date	Allotment Price	Issued Amount	No. of Investors					
ISIN No.	Allotment Date	Allotment Price	Issued Amount	No. of Investors											

			Per Debenture	(Rs. In Crs)	
	INE721A07QH1	30-04-2021	10,00,000	1,000.00	9
	INE721A07QI9	18-05-2021	10,00,000	50.00	3
	INE721A07QI9	27-05-2021	10,00,000	349.80	8
	INE721A07QI9	28-05-2021	10,00,000	100.00	6
	INE721A07QI9	01-06-2021	10,00,000	50.00	3
	INE721A07QI9	02-06-2021	10,00,000	75.00	1
	INE721A07QI9	13-07-2021	10,00,000	130.00	3
	INE721A07QI9	04-08-2021	10,00,000	100.00	5
	INE721A07QI9	01-10-2021	10,00,000	101.00	5
	INE721A07QI9	12-10-2021	10,00,000	81.00	3
	INE721A07QI9	07-12-2021	10,00,000	65.50	3
	INE721A07QJ7	17-06-2021	10,00,000	225.00	2
	INE721A07QJ7	27-07-2021	10,00,000	100.00	1
	INE721A07QJ7	23-09-2021	10,00,000	95.00	1
	INE721A07QK5	17-06-2021	10,00,000	1,600.00	13
	INE721A07QL3	30-09-2021	10,00,000	150.00	2
	INE721A07QM1	12-11-2021	10,00,000	2,100.00	1
	INE721A07QN9	13-12-2021	10,00,000	250.00	3
	INE721A07QO7	28-12-2021	10,00,000	25.00	1
	Total			6,647.30	73
xiv) The justification for the allotment proposed to be made for consideration other than cash together with valuation report of the registered valuer	Not Applicable				
xv) Amount which the company intends to raise by way of proposed offer of securities	INR 5,25,00,00,000/- (Indian Rupees Five Hundred and Twenty Five Crores only) with a green shoe option to retain over-subscription of up to 1,750 (one thousand seven hundred and fifty) senior, secured, rated, listed, redeemable, non-convertible Debentures, of face value of INR 10,00,000/- (Indian Rupees Ten Lakhs only) per debenture for cash at par amounting to INR 175,00,00,000/- (Indian Rupees One Hundred and Seventy-Five Crores only) the aggregate of which amounts up to INR 700,00,00,000/- (Indian Rupees Seven Hundred Crores only)				
xvi) Terms of raising of securities: Duration, if applicable, Rate of dividend or rate of interest, mode of payment and repayment	Please refer to the Summary Term Sheet/ Term Sheet in this Placement Memorandum.				
xvii) Proposed time schedule for which the Private placement cum application letter is Valid.	Please refer to the Summary Term Sheet/ Term Sheet in this Placement Memorandum.				
xviii) Purposes and objects of the offer	Please refer to the Summary Term Sheet/ Term Sheet in this Placement Memorandum.				
xix) Contribution being made by the promoters or directors either as part of the offer or	Nil				

separately in furtherance of such objects	
xx) Principle terms of assets charged as security, if applicable	Please refer to the Summary Term Sheet/ Term Sheet in this Placement Memorandum.
xxi) The details of significant and material orders passed by the Regulators, Courts and Tribunals impacting the going concern status of the company and its future operations	Nil

x. Pre-issue and post issue shareholding pattern of the Company:

Sl. No.	Category	Pre-issue		Post-issue	
		No. of Shares held	% of Shares held	No. of Shares held	% of Shares held
A	Promoters' Holding				
1	Indian				
	Individual	-	-	-	-
	Shriram Capital Limited	70437147	26.04	70437147	26.04
	Shriram Financial Ventures Chennai Pvt. Ltd.	56906	0.02	56906	0.02
	Sub-total	70494053	26.06	70494053	26.06
2	Foreign Promoters				
	Sub-total (A)	70494053	26.06	70494053	26.06
B	Non-Promoters' Holding				
1	Institutional Investor	184907266	68.35	184907266	68.35
2	Non-Institutional Investor				
	Private corporate Bodies	562840	0.21	562840	0.21
	Directors and relatives	0	0	0	0
	Indian Public	12759302	4.78	12759302	4.78
	Other Including Non-resident Indians (NRIs)	1964194	0.73	1964194	0.73
	Sub-total (B)	200025660	74.90	200025660	74.90
	GRAND TOTAL	267047513	100.00	267047513	100.00

2. MODE OF PAYMENT FOR SUBSCRIPTION: Cheque/ Demand Draft/ Other Banking Channels (NEFT/RTGS)

Please refer to the Summary Term Sheet/ Term Sheet of this Placement Memorandum.

3. DISCLOSURES WITH REGARD TO INTEREST OF DIRECTORS, LITIGATION ETC.

Any financial or other material interest of the directors, promoters or key managerial personnel in the Issue and the effect of such interest in so far as it is different from the interests of other persons	Nil
Details of any litigation or legal action pending or taken by any Ministry or Department of the Government or a statutory authority against any Promoter of the Company during the last 3 (three) years immediately preceding the year of the circulation of this Placement Memorandum and any direction issued by such Ministry or Department or statutory authority upon conclusion of such litigation or legal action shall be disclosed	Nil

Remuneration of directors (during the current year and last 3 (three) financial years)	F.Y. 2021-22	The remuneration of directors for half year ended 30 th Sept, 2021 is Rs 140.56 lacs
	F.Y. 2020-21	The remuneration of directors for F.Y. 2020-21 is Rs 175.54 lacs
	F.Y. 2019-20	The remuneration of directors for F.Y. 2019-20 was Rs.165.04 lacs
	F.Y. 2018-19	The remuneration of directors for F.Y. 2018-19 was Rs.136.59 lacs
Related party transactions entered during the last 3 (three) financial years immediately preceding the year of circulation of this Placement Memorandum including with regard to loans made or, guarantees given or securities provided	Please refer to Annexure XI hereto	
Summary of reservations or qualifications or adverse remarks of auditors in the last 5 (five) financial years immediately preceding the year of circulation of this Placement Memorandum and of their impact on the financial statements and financial position of the Company and the corrective steps taken and proposed to be taken by the Company for each of the said reservations or qualifications or adverse remark	NIL	
Details of any inquiry, inspections or investigations initiated or conducted under the Act or any previous company law in the last 3 (three) years immediately preceding the year of circulation of offer letter in the case of the Company and all of its subsidiaries. Also if there were any were any prosecutions filed (whether pending or not) fines imposed, compounding of offences in the last 3 (three) years immediately preceding the year of this Placement Memorandum and if so, section-wise details thereof for the Company and all of its subsidiaries	NIL	
Details of acts of material frauds committed against the Company in the last 3 (three) years, if any, and if so, the action taken by the company	Nil	

4. FINANCIAL POSITION OF THE COMPANY

(a) The capital structure of the company in the following manner in a tabular form-

(i)(A) The authorised, issued, subscribed and paid up capital (number of securities, description and aggregate nominal value);

Share Capital	In Lacs
AUTHORISED SHARE CAPITAL	
64, 70, 00, 000 Equity Shares of Rs. 10/- each	64,700
9,50,00,000 Preference Shares of Rs. 100/- each	95,000
TOTAL	159,700
ISSUED(*) (\$)	
268,78,97,54 Equity Shares of Rs. 10 /- each	26878.98

Share Capital	In Lacs
SUBSCRIBED (\$)	
268,78,36,13 Equity Shares of Rs. 10/- each	26878.36
PAID-UP SHARE CAPITAL (\$)	
268,78,36,13 Equity Shares of Rs. 10/- each	26878.36
Securities premium account (\$)	
NOTES:	
<p>The Equity Shares allotted for consideration other than cash are as follows:</p> <p>a) 6,06,33,350 fully paid-up Equity Shares of our Company have been allotted to the shareholders of Shriram Investments Ltd (SIL), pursuant to a scheme of amalgamation sanctioned by the Hon'ble High Court of Madras vide its order dated November 25, 2005, in a ratio of 1 fully paid up Equity Share of our Company, for every 1 fully paid up equity share of the face value of Rs. 10/- each, of SIL;</p> <p>b) 1,86,45,886 fully paid-up Equity Shares of our Company have been allotted to the shareholders of Shriram Overseas Finance Ltd (SOFL), pursuant to a scheme of amalgamation sanctioned by the Hon'ble High Court of Madras vide its order dated December 1, 2006, in a ratio of 3 fully paid up Equity Shares of our Company, for every 5 fully paid up equity shares of the face value of Rs. 10/- each, of SOFL;</p> <p>c) Pursuant to Shriram Holdings (Madras) Pvt. Ltd. (SHMPL) Scheme of Merger sanctioned vide the SHMPL Merger Order passed by the Hon'ble High Court of Madras, our Company issued and allotted 9,38,72,380 fully paid up equity shares of our Company to the shareholders of SHMPL, whose names appeared in the register of members on the specified date in connection with the aforesaid scheme of amalgamation, in a ratio of 313 fully paid up Equity shares of our Company, for every 124 fully paid up equity shares of the face value of Rs. 10 each, of SHMPL.</p> <p>d) Pursuant to the issuance of 64,95,420 Equity Shares on a rights basis on April 21, 1995, 64,84,910 Equity Shares were allotted, and 10,510 Equity Shares were kept in abeyance and not allotted, on account of unavailability of certain information in connection with certain applicants of Equity Shares in the said rights issue. Subsequently, 2,369 Equity Shares and 2,000 Equity Shares of the aforementioned Equity Shares kept in abeyance were allotted on November 11, 1995 and December 28, 1995, respectively. Currently, 6,141 Equity Shares are still kept in abeyance and pending allotment.</p>	

* 48,000 equity shares of Rs. 10 each of SIL, on which Rs. 5 was paid up for each of the said shares, were forfeited on January 17, 1997, ("Forfeited Shares"). Pursuant to the scheme of amalgamation sanctioned by the Hon'ble High Court of Madras vide its order dated November 25, 2005, as detailed in para (a) above, the Forfeited Shares have become a part of the share capital of our Company, by operation of law. The shareholders in their 40th annual general meeting held on June 27, 2019 considered and approved the cancellation of the forfeited shares from the issued and subscribed share capital of the Company. The appropriate accounting entries have been made in the books of accounts of the Company in this regard.

(\$)

The Company issued and allotted 261,78,777 Equity Shares under rights issue of face value of Rs. 10/- each (Rights Equity Shares) to the eligible equity shareholders at an issue price of Rs. 570/- per Equity Share (including premium of Rs. 560/- per Equity Share). The Issue opened on July 16, 2020 and closed on July 30, 2020. The Rights Equity Shares were allotted on August 06, 2020.

- (b) **Size of the present offer:** Upto 5,250 (Five Thousand Two Hundred and Fifty) senior secured rated listed redeemable non convertible debentures having a face value of Rs. 10,00,000/- (Rupees Ten Lakhs only) and aggregating upto Rs. 5,25,00,00,000/- (Rupees Five Hundred and Twenty Five Crores only), for cash, at par and on private placement basis with a green shoe option to retain over-subscription of up to 1,750 (One Thousand

Seven Hundred and Fifty) senior secured rated listed redeemable non convertible debentures having a face value of Rs. 10,00,000/- (Rupees Ten Lakhs only) amounting to INR 175,00,00,000/- (Indian Rupees One Hundred and Seventy-Five Crores only) the aggregate of which amounts to INR 700,00,00,000/- (Indian Rupees Seven Hundred Crores only).

(c) **Paid up capital:**

(A) **After the offer:** As the said offer pertains to secured rated listed, redeemable non-convertible debentures, it will not have an impact on the Share Capital of the Company.

(B) **After conversion of convertible instruments (if applicable):** The Company issued and allotted on November 25, 2021, 17,36,100 Equity Shares of Face value of Rs. 10/- each fully paid up, pursuant to exercise of option for conversion of 17,36,100 Warrants issued in terms of Chapter V of SEBI (ICDR) Regulations, 2018 (Preferential Issue) to Shriram Capital Limited (Promoter)

(d) Share Premium Account (before and after the offer);

Share Premium Account	Amount (Rs. in Crs.)
Before the Offer as on March 31, 2021	520683
After the Offer	520683

Note: there will be no change in capital structure, i.e. the issued, subscribed and paid up capital and share premium account of the Company after issue of Debentures on private placement basis.

(e) The details of the existing share capital of the issuer company in a tabular form, indicating therein with regard to each allotment, the date of allotment, the number of shares allotted, the face value of the shares allotted, the price and the form of consideration:

Date of allotment	Number of equity shares allotted	Face Value (₹)	Issue Price per equity share (₹)	Consideration
May 29, 1979	50,000	10	10.00	Cash
April 17, 1984	250,000	10	10.00	Cash
October 26, 1986	150,000	10	Not Applicable	Other than Cash
October 26, 1987	150,000	10	Not Applicable	Other than Cash
October 26, 1988	150,000	10	Not Applicable	Other than Cash
March 31, 1989	575,000	10	Not Applicable	Other than Cash
June 1, 1991	1,725,000	10	Not Applicable	Other than Cash
March 1, 1992	1,725,000	10	Not Applicable	Other than Cash
December 1, 1992	1,720,420	10	Not Applicable	Other than Cash
April 21, 1995	6,484,910	10	10.00	Cash
November 11, 1995	2,369	10	10.00	Cash
December 28, 1995	2,000	10	10.00	Cash
June 26, 1998	4,534,370	10	Not Applicable	Other than Cash
June 26, 1999	9,068,740	10	Not Applicable	Other than Cash
June 26, 2000	9,068,740	10	Not Applicable	Other than Cash
November 28, 2002	6,243,000	10	12.00	Cash
April 26, 2004	4,600,000	10	29.81	Cash
July 23, 2004	5,450,000	10	25.50	Cash
February 16, 2005	13,479,000	10	35.00	Cash
December 23, 2005	60,633,350	10	Not Applicable	Other than Cash
February 2, 2006	24,478,681	10	112.00	Cash
August 7, 2006	57,15,000	10	35.00	Cash
January 23, 2007	59,250	10	35.00	Cash
February 12, 2007	18,645,886	10	Not Applicable	Other than Cash
March 27, 2007	79,300	10	35.00	Cash
March 30, 2007	9,100,000	10	112.00	Cash

Date of allotment	Number of equity shares allotted	Face Value (₹)	Issue Price per equity share (₹)	Consideration
March 30, 2007	18,700	10	35.00	Cash
April 27, 2007	16,000	10	35.00	Cash
June 30, 2007	19,500	10	35.00	Cash
July 31, 2007	6,900,000	10	112.00	Cash
August 10, 2007	7,000	10	35.00	Cash
October 13, 2007	34,200	10	35.00	Cash
December 14, 2007	12,000,000	10	300.00	Cash
June 25, 2008	87,100	10	35.00	Cash
July 14, 2008	81,150	10	35.00	Cash
July 24, 2008	94,850	10	35.00	Cash
September 19, 2008	74,600	10	35.00	Cash
October 27, 2008	29,300	10	35.00	Cash
December 10, 2008	9,200	10	35.00	Cash
May 16, 2009	34,200	10	35.00	Cash
June 12, 2009	8,000,000	10	300.00	Cash
July 16, 2009	95,350	10	35.00	Cash
November 10, 2009	1,096,750	10	35.00	Cash
November 24, 2009	36,650	10	35.00	Cash
January 28, 2010	11,658,552	10	500.80	Cash
March 26, 2010	1,084,700	10	35.00	Cash
September 09, 2010	20,400	10	35.00	Cash
December 06, 2010	6,22,450	10	35.00	Cash
May 13, 2011	23,400	10	35.00	Cash
September 2, 2011	37,600	10	35.00	Cash
March 29, 2012	78,900	10	35.00	Cash
September 11, 2012	53,500	10	35.00	Cash
November 5, 2012	5,00,868	10	Not Applicable	Other than Cash
March 2, 2013	9,000	10	35.00	Cash
August 12, 2013	18,800	10	35.00	Cash
August 06, 2020	26,178,777	10	570.00	Cash
June 12, 2021	13,986,000	10	1430.00	Cash
July 8, 2021	1,736,100	10	1440.00	Cash
November 25, 2021	1,736,100	10	1440.00	Cash
Total	270519713			

Provided that the issuer company shall disclose the number and price at which each of the allotments were made in the last one year preceding the date of the private placement offer cum application letter separately indicating the allotments made for considerations other than cash and the details of the considerations in each case: **NIL**

- (f) Profits of the company, before and after making provision for tax, for the three financial years immediately preceding the date of issue of private placement offer cum application letter:

(Rs. in Crores)

Year	Profit Before Tax	Provision for Tax	Profit after Tax
F.Y. 2021-22 - Sep 21	1,275.34	334.16	941.18
F.Y. 2020-21	3,278.01	790.75	2,487.26
F.Y. 2019-20	3,438.67	936.83	2,501.84
F.Y. 2018-19	3,778.28	1214.29	2,563.99

- (g) Dividends declared by the company in respect of the said three financial years; interest coverage ratio for last three years (Cash profit after tax plus interest paid/interest paid)

Year	Dividend per share	Interest Coverage Ratio
------	--------------------	-------------------------

F.Y. 2021-22	Rs.8 (Interim dividend)	1.86
F.Y. 2020-21	Rs. 12 (Interim dividend) Rs. 6(Recommended final dividend)	1.90
F.Y. 2019-20	Rs. 5 per share	1.98
F.Y. 2018-19	Rs. 12 per share	2.03

- (h) A summary of the financial position of the company as in the three audited balance sheets immediately preceding the date of issue: Please refer to **Annexure VIII** of this Placement Memorandum.
- (i) Audited Cash Flow Statement for the three years immediately preceding the date of issue: Please refer to **Annexure VIII** of this Placement Memorandum.
- (j) Any change in accounting policies during the last three years and their effect on the profits and the reserves of the company.

The Company has adopted Indian Accounting Standards ('Ind AS') notified under section 133 of the Companies Act 2013 ('the Act') read with the Companies (Indian Accounting Standards) Rules, 2015 from April 01, 2018 and the effective date of such transition is April 01, 2017. Such transition has been carried out from the erstwhile Accounting Standards notified under the Act, read with relevant rules issued thereunder and guidelines issued by the Reserve Bank of India ('RBI') (collectively referred to as 'the Previous GAAP'). The figures have been presented in accordance with the format prescribed for financial statements for a Non-Banking Finance Company (NBFC) whose financial statements are drawn up in compliance of the Companies (Indian Accounting Standards) Rules, 2015, in Division III of Notification No. GSR 1022 (E) dated October 11, 2018, issued by the Ministry of Corporate Affairs, Government of India.

Sub-Part B

Applicant Details

Name:

Father's Name: Not Applicable

Complete address including flat/ house number/ street, locality, pin code:

Phone number, if any:

Email ID, if any:

PAN:

Bank account details:

Demat Account Details:

Signature of the applicant

Initial of the officer of the company designated to keep the record

SECTION 4:DISCLOSURES PERTAINING TO WILFUL DEFAULT

- (a) Name of the bank declaring the entity as a wilful defaulter: **None**
- (b) The year in which the entity is declared as a wilful defaulter: **None**
- (c) Outstanding amount when the entity is declared as a wilful defaulter: **None**
- (d) Name of the entity declared as a wilful defaulter: **None**
- (e) Steps taken, if any, for the removal from the list of wilful defaulters: **None**
- (f) Other disclosures, as deemed fit by the issuer in order to enable Investors to take informed decisions: **None**
- (g) Any other disclosure as specified by the Board: **None**

SECTION 5: ISSUE DETAILS**1. Issue Structure and Process**

This is a confidential Placement Memorandum setting out the terms and conditions pertaining to issue of upto 5,250 (Five Thousand Two Hundred and Fifty) senior, secured, rated, listed, redeemable, rupee denominated non-convertible privately placed debentures of face value of INR 10,00,000/- (Indian Rupees Ten Lakhs only), each for cash (through Banking Channels) at par and aggregating upto INR 5,25,00,00,000/- (Indian Rupees Five Hundred and Twenty Five Crores only) with a green shoe option to retain over-subscription of up to 1,750 (one thousand seven hundred and fifty) senior, secured, rated, listed, redeemable, non-convertible Debentures, of face value of INR 10,00,000/- (Indian Rupees Ten Lakhs only) per debenture for cash at par amounting to INR 175,00,00,000/- (Indian Rupees One Hundred and Seventy-Five Crores only) the aggregate of which amounts up to INR 700,00,00,000/- (Indian Rupees Seven Hundred Crores only). Your participation is subject to the completion and submission of Application Form along with cheque(s) / draft(s)/ cash (through Banking Channels) and acceptance of the offer by the Company.

The issuance of Debentures in terms of this Placement Memorandum does not qualify as issue of non-equity regulatory capital as mentioned in chapter V and XIII of SEBI (Issue and Listing of Non Convertible Securities) Regulations 2021.

2. Authority for the Placement

This private placement of Debentures is being made pursuant to the resolution of the Banking and Finance Committee passed at its meeting held on January 27, 2022 read with resolution of the board of directors of the company dated January 24, 2022 which has approved the placement of debentures aggregating to Rs.6,000 crores. The issue of private placement of Debentures is within the overall limit in terms of resolution passed under Section 42 of the Companies Act, 2013 read with Rule 14 of the Companies (Prospectus and Allotment of securities) Rules, 2014, passed by the shareholders of the Company on 10th March 2021. The present issue of is within the general borrowing limits in terms of the resolution passed under Section 180(1) (c) of the Companies Act, 2013, passed by the shareholders of the Company through postal ballot on June 13, 2019 giving their consent to the borrowing by the Directors of the Company from time to time not exceeding over and above the aggregate of Rs. 1,50,000 Crores the then paid up Capital subject to any restrictions imposed by the terms of the agreement entered into from time to time for grant of loans to the Company of all monies deemed by them to be requisite or proper for the purpose of carrying on the business of the Company. The borrowings under these Debentures will be within the prescribed limits as aforesaid.

The Company can carry on its existing activities and future activities planned by it in view of the existing approvals, and no further approvals from any Governmental Authority are required by the Company to carry on its said activities.

The Company, the Debentures and Company's obligations under the Debentures shall, at all times, be subject to the provisions of the Act, rules framed thereunder, regulations/guidelines/directions of RBI (including the Master Direction-Non-Banking Financial Company – Non Systemically Important Non-Deposit taking Company and Deposit taking Company (Reserve Bank) Directions, 2016 issued on September 01, 2016 and bearing reference Master Direction DNBR. PD. 008/03.10.119/2016-17 (as amended from time to time) and Stock Exchanges and other Applicable Laws and regulations from time to time. The Debenture holders, by purchasing the Debentures, agree that the courts and tribunals in the city of Chennai shall have non -exclusive jurisdiction with respect to any matters relating to the Debentures.

Further, the said Debentures shall be subject to the terms and conditions as contained this Placement Memorandum, the Debenture Trust Deed, the Debenture Trustee Appointment Agreement and the other Transaction Documents.

3. Objects & Utilization of the Issue Proceeds

The company proposes to raise 5,250 (Five Thousand Two Hundred and Fifty) senior secured rated listed redeemable non-convertible debentures having a face value of Rs. 10,00,000/- (Rupees Ten Lakhs only) aggregating to INR 5,25,00,00,000/- (Indian Rupees Five Hundred and Twenty Five Crores only) with a green shoe option to retain over-subscription of up to 1,750 (one thousand seven hundred and fifty) senior, secured, rated, listed, redeemable, non-convertible Debentures, of face value of INR 10,00,000/- (Indian Rupees Ten Lakhs only) per debenture for cash at par amounting to INR 175,00,00,000/- (Indian Rupees One Hundred and Seventy-Five Crores only) the aggregate of which amounts up to INR 700,00,00,000/- (Indian Rupees Seven Hundred Crores only) through the issue of secured, listed,

rated, redeemable, non-convertible debentures of face value of INR 10 lakh each Placement Memorandum. The Proceeds of the issue will be utilized for on lending to grow the asset book and financing of commercial vehicles. *The proceeds of the issue will not be utilized for funding of new projects.* It shall be ensured that the proceeds (a) are used in compliance with the applicable guidelines issued by Reserve Bank of India including Master Circular on Bank Finance to Non-Banking Financial Companies dated July 1, 2015, as amended from time to time, (b) are not permitted to be utilized towards activities like investment in capital markets, real estate, acquisition or purchase of land or for refinancing of debt which was used for the said purpose. Please refer to the Summary Term Sheet/ Term Sheet for the granular details of the Objects of the Issue.

The Main Object Clause of the Memorandum of Association of the Company enables it to undertake the activities for which the funds are being raised through the present issue and also the activities, which the Company has been carrying on till date.

The Capital Adequacy Ratio of the Company as on March 31, 2021 is 22.50%. However, considering the growth of assets planned during the current and the subsequent years, the Company desires to raise Tier II capital to maintain the Company's Capital Adequacy Ratio at a level not below the minimum required to be maintained as per RBI guidelines.

It shall be ensured that the proceeds of the Debentures (a) are used in compliance with the applicable guidelines issued by Reserve Bank of India including Master Circular on Bank Finance to Non-Banking Financial Companies dated July 1, 2015, as amended from time to time, (b) are not permitted to be utilized towards activities like investment in capital markets, real estate, acquisition or purchase of land or for refinancing of debt which was used for the said purpose.

The expenses of the present Issue can be met from the Proceeds of the Issue. The Main Object Clause of the Memorandum of Association of the Company enables it to undertake the activities for which the funds are being raised through the present issue and also the activities, which the Company has been carrying on till date.

4. Deemed Date of Allotment

Coupon on Debentures shall accrue to the Debenture Holder(s) from and including the Deemed Date of Allotment. The actual allotment of Debentures may take place on a date other than the Deemed Date of Allotment. In case if the issue closing date is changed (pre-poned/ postponed), the Deemed Date of Allotment may also be changed (pre-poned/ postponed) by the Company at its sole and absolute discretion.

The final subscription to the Debentures shall be made by the Eligible Investors through the Electronic Book Mechanism as prescribed by SEBI under the SEBI Electronic Book Mechanism Guidelines by placing bids on the Electronic Book Platform during the Issue period.

5. Underwriting

The present Issue of Debentures is on private placement basis and has not been underwritten.

6. Status of Debentures

The Debentures shall rank *pari-passu* inter se and without any preference or priority among themselves and other secured senior debentures issued by the Company. The Debentures will be in the nature of secured senior debt and hence the claims of the holders thereof will have a priority over the claims of other unsecured creditors of our Company, subject to applicable statutory and/or regulatory requirements.

7. Payment on Redemption

Each Debenture of face value of INR 10,00,000/- (Indian Rupees Ten Lakhs only) each will be redeemed on the Redemption Date.

The Debentures will not carry any obligation, for interest or otherwise, after the Redemption Date. The Debentures held in the dematerialized form shall be taken as discharged on payment of the redemption amount by the Issuer on maturity to the registered Debenture holders whose name appear in the Register of Debenture holders on the Record Date. Such payment will be a legal discharge of the liability of the Issuer towards the Debenture holders. On such payment being made, the Issuer will inform NSDL/CDSL and accordingly the account of the Debenture holders with NSDL/CDSL

will be adjusted.

If the redemption date falls on a day which is not a Business Day then payment of interest will be made on the preceding Business Day.

The Redemption Schedule along with the Cashflows for the Debentures has been attached hereto as Annexure V.

8. Debenture Trustee

The Company has appointed **Catalyst Trusteeship Limited** as Debenture Trustee in respect of the Debentures. The Company will enter into a DTD, inter-alia, specifying the powers, authorities and obligations of the Company and the Debenture Trustee in respect of the Debentures.

Subject to the terms of the other Transaction Documents, the Debenture Holders shall, without any further act or deed, be deemed to have irrevocably given their consent to and authorised the Debenture Trustee or any of their agents or authorised officials to do, inter alia, all such acts, deeds and things necessary in respect of or relating to the Security to be created for securing the Debentures. Subject to Applicable Law, all rights and remedies under the Debenture Trust Deed and/or other security documents shall rest in and be exercised by the Debenture Trustee in terms of the Transaction Documents. Any payment made by the Company to the Debenture Trustee on behalf of the Debenture Holder(s) shall discharge the Company pro tanto to the Debentures Holder(s).

9. Market Lot

The market lot shall be one Debenture of face value of INR 10,00,000 each. Since the Debentures are being issued only in dematerialized form, the odd lots will not arise either at the time of issuance or at the time of transfer of debentures.

10. Tax Deduction at Source

Tax as applicable under the Income Tax Act, 1961, or any other statutory modification or re-enactment thereof will be deducted at source. Tax exemption certificate/ document, under Section 193 of the Income Tax Act, 1961, if any, must be lodged at the registered office of the Company or at such other place as may be notified by the company in writing, at least 30 calendar days before the Coupon Payment Dates.

Tax exemption certificate/ document in respect of non-deduction of tax at source on interest on application money, must be submitted along with the Application Form.

11. Debentures in Dematerialized Form

The Company has finalized Depository Arrangements with National Securities Depository Limited (NSDL)/ Central Depository Services (India) Limited (CDSL) for dematerialization of the Debentures. The investor has to necessarily hold the Debentures in dematerialized form and deal with the same as per the provisions of Depositories Act, 1996 (as amended from time to time). The normal procedures followed for transfer of securities held in dematerialized form shall be followed for transfer of these Debentures held in electronic form. The seller should give delivery instructions containing details of the buyer's DP account to his depository participant.

Applicants to mention their Depository Participant's name, DP-ID and Beneficiary Account Number/Client ID in the appropriate place in the Application Form. In case the depository arrangement dematerialised before the completion of all legal formalities for issue of Debenture Certificates, Debentures to successful allottee(s) having Depository Account shall be credited to their Depository Account against surrender of letter of allotment.

Interest or other benefits with respect to the Debentures would be paid to those Debenture holders whose names appear on the list of beneficial owners given by the Depositories to the Issuer as on a Record Date/book closure date. The Issuer would keep in abeyance the payment of interest or other benefits, till such time that the beneficial owner is identified by the Depository and informed to the Issuer where upon the interest/benefits will be paid to the beneficiaries within a period of 30 days.

12. Disputes and Governing Law

The Debentures shall be construed to be governed in accordance with Indian Law. The competent courts alone shall have jurisdiction in connection with any matter arising out of or under these precincts.

Over and above the aforesaid terms and conditions, the said Debentures shall be subject to the terms and conditions to be incorporated in the Debentures to be issued to the allottees and the Debenture Trust Deed/Debenture Trustee Appointment Agreement.

13. Trading of Debentures

The trading of privately placed Debentures would be permitted in the anonymous, order driven system of the Stock Exchange in a separate trading segment. The marketable lot would be one Debentures of face value of INR10,00,000/- All class of investors would be permitted to trade subject to the standard denomination/marketable lot. The trades executed on spot basis shall be required to be reported to the Stock Exchange.

14. Transaction Documents

The detailed terms of the Debentures, including the events of default, covenants and undertakings, terms of the security created by the Issuer in relation to the Debentures shall be as per the Debenture Trust Deed executed by and between the Issuer and the Debenture Trustee in relation to the issuance of Debentures.

The list of documents executed in connection with the issue and subscription of the Debentures have been provided in **Annexure XII** of this Placement Memorandum.

15. List of Beneficial Owners

The Company shall request the Depository to provide a list of Beneficial Owners as at the end of the Record Date. This shall be the list, which shall be considered for payment of interest or repayment of principal amount, as the case may be.

16. Creation of Security

All the securities as set out under the definition of ‘Security’ above shall be created in the manner as provided in the Term Sheet provided in this Placement Memorandum.

The Secured Assets (being Hypothecated Assets) are free from any encumbrances and have been charged on first ranking exclusive basis in favour of the Debenture Trustee and accordingly, the Company is not required to obtain consent or letters ceding pari-passu charge from other lenders of the Company.

17. Term Sheet/ Summary Term Sheet

Security Name	STFCL 01 PPD FEB 2021-22
Company/Issuer	Shriram Transport Finance Company Limited
Type of Instrument	Senior, secured, rated, listed, redeemable, non – convertible debentures
Nature of Instrument	Secured
Seniority	Senior
Mode of Issue	Private placement basis
Eligible Investors	Please refer Clause “Who can apply” of this Placement Memorandum.
Listing (including name of stock Exchange(s) where it will be listed and timeline for listing)	<p>The Debentures are proposed to be listed on the wholesale debt segment of BSE Limited (“BSE”).</p> <p>Please refer to Annexure III of this Placement Memorandum for a copy of the in-principle approval letter dated February 1, 2022 issued by BSE.</p> <p>In case of delay in listing of the Debentures beyond 4 days from the date of closure of the Issue, the Company will: (A) pay penal interest of 1% p.a. over the Coupon Rate from the date of closure of the Issue and till the listing of the Debentures, to the investor; and (B) be permitted to utilise the issue proceeds of its subsequent two privately placed issuances of securities only after receiving final listing approval</p>

	from the Stock Exchange. In case the Debenture are not listed within 45 (forty-five) days from the closure of the Issue, subject to Applicable Law, the Debentures shall be mandatorily prepaid in terms of the Transaction Documents.
Rating of the Instrument	‘IND AA+/ Stable’ by India Ratings.
Aggregate Issue Size	5,250 (Five Thousand Two Hundred and Fifty) senior secured rated listed redeemable non-convertible debentures, each having a face value of Rs.10,00,000/- (Rupees Ten Lakhs only) and aggregating upto INR 5,25,00,00,000/- (Indian Rupees Five Hundred and Twenty Five Crores only) with a green shoe option to retain over-subscription of up to 1,750 (one thousand seven hundred and fifty) senior, secured, rated, listed, redeemable, non-convertible Debentures, of face value of INR 10,00,000/- (Indian Rupees Ten Lakhs only) per debenture for cash at par amounting to INR 175,00,00,000/- (Indian Rupees One Hundred and Seventy-Five Crores only) the aggregate of which amounts up to INR 700,00,00,000/- (Indian Rupees Seven Hundred Crores only).
Minimum subscription	Minimum of 10 (ten) Debentures having a face value of INR 10,00,000/- (Indian Rupees Ten Lakhs only) each amounting to INR 1,00,00,000/- (Indian Rupees One Crore only) and in multiples of 1 (one) Debenture thereafter.
Option to retain oversubscription (Amount)	INR 1,75,00,00,000/- (Indian Rupees One Hundred and Seventy Five Crores only)
Objects of the Issue	100% of the proceeds of the Issue shall be utilised towards for onlending to grow the asset book, financing of commercial vehicles. It shall be ensured that the proceeds (a) are used in compliance with the applicable guidelines issued by Reserve Bank of India including Master Circular on Bank Finance to Non-Banking Financial Companies dated July 1, 2015, as amended from time to time, (b) are not permitted to be utilized towards activities like investment in capital markets, real estate, acquisition or purchase of land or for refinancing of debt which was used for the said purpose.
Details of the utilization of the Proceeds	Please refer clause “Objects & Utilization of the Issue Proceeds” of this Placement Memorandum
Coupon Rate/ Interest	Floating rate linked to the Benchmark of 12 (Twelve) months T-Bill rate + Spread, payable annually. The initial coupon rate shall be 6.80% p.a. (“ Initial Coupon ”)
Step Up Coupon Rate	NA
Spread	The differential between the Initial Coupon and T-Bill rate as on the Deemed Date of Allotment.
Coupon Payment Frequency	Annually and on Redemption Date / maturity date
Coupon Payment Dates	At the expiry of 12 months from the Deemed Date of Allotment and at maturity of the Debentures. Assuming the Deemed Date of Allotment is February 04, 2022 the Coupon Payment Dates shall be February 04, 2023 and February 02, 2024. Please refer to Annexure V hereto for the Redemption Schedule and the detailed cashflow in relation to the Debentures. For sake of clarity, the first Coupon Payment Date would be on the date falling on lapse of 1 (one) year from the Deemed Date of Allotment, notwithstanding the fact that a year may not have elapsed from the Deemed Date of Allotment
Coupon Type	Floating
Coupon Reset Dates	The Benchmark shall be subject to reset on the Benchmark Determination Date. Spread shall remain constant.
Coupon Reset Process (including rates, spread, effective date, interest rate cap and floor etc).	The Benchmark shall be subject to reset on the Benchmark Determination Date and as more particularly set out in the definition of Benchmark.
Day Count Basis	Actual / Actual i.e. The interest shall be computed on the basis of actual number of days elapsed in a year, for this purpose a year to comprise of a period of 365 days. In case leap year, if February 29 fall during the tenor of a security, then the number of days shall be reckoned as 366 days for the whole one year period.
Interest on Application Money	Not Applicable.
Default Coupon Rate/ Default Interest Rate	In the event of non-compliance of the terms of the Debenture Trust Deed and other Transaction Documents, including occurrence of any Event of Default and non-payment of principal amount and Coupon in relation to the Debentures, an additional

	<p>interest at the rate of 2% per annum over the Coupon Rate will be charged for the defaulting period.</p> <p>In case of delay in listing of the Debentures beyond 4 days from the date of closure of the Issue, the Company will: (A) pay penal interest of 1% p.a. over the Coupon Rate from the date of closure of the Issue and till the listing of the Debentures, to the investor; and (B) be permitted to utilise the issue proceeds of its subsequent two privately placed issuances of securities only after receiving final listing approval from the Stock Exchange.</p>
Delay in execution of Debenture Trust Deed	The issuer and the Debenture Trustee shall execute the Trust Deed within such timelines as may be specified by the Board. Where an Issuer fails to execute the Trust Deed within the period specified, without prejudice to any liability arising on account of violation of the provisions of the Companies Act, 2013 and SEBI (Issue and Listing of Non Convertible Securities), 2021, the Issuer shall also pay interest of at least 2% (two percent) per annum or such other rate, as specified by the Board to the holder of debt securities, over and above the agreed Coupon Rate, till the execution of the Trust Deed.
Tenor	1 (one) year 11 (eleven) months 29 (twenty-nine) days from the Deemed Date of Allotment.
Redemption Date	Shall be the date falling at the end 1 (one) year 11 (eleven) months 29 (twenty-nine) days from the Deemed Date of Allotment. Presuming the Deemed Date of Allotment is February 04, 2022 the Redemption Date would be February 02, 2024.
Redemption Amount	Principal amount along with accrued Coupon
Redemption Premium /Discount	Not Applicable
Issue Price/ Face Value	INR 10,00,000/- (Indian Rupees Ten Lakhs only) per Debenture
Discount at which security is issued and the effective yield as a result of such discount	N.A.
Put option Date	N.A.
Put option Price	N.A.
Call Option Date	N.A.
Call Option Price	N.A.
Put Notification Time	N.A.
Call Notification Time	N.A.
Face Value	Rs.10,00,000/- (Indian Rupees Ten Lakhs) per Debenture
Minimum Application and in multiples of Debt securities thereafter	Minimum of 10 (ten) Debentures having a face value of INR 10,00,000/- (Indian Rupees Ten Lakhs only) each amounting to INR 1,00,00,000/- (Indian Rupees One Crore only) and in multiples of 1 (one) Debenture thereafter.
Record Date	15 (Fifteen) days prior to each Coupon Payment Date and Redemption date.
Issue Timing	Issue Opening Date: February 03, 2022
1. Issue Opening Date	Issue Closing Date: February 03, 2022
2. Issue Closing Date	Pay-in Date: February 04, 2022
3. Pay-in Date	Deemed Date of Allotment: February 04, 2022
4. Deemed Date of Allotment	Date of earliest closing, if any: N.A.
5. Date of earliest closing, if any	
Issuance mode of the Instrument	Demat only
Trading mode of the Instrument	Demat only
Settlement mode of the Instrument	<p>Payment of interest and principal will be made by way of Cheque/s DD's /Electronic mode.</p> <p>The pay-in of subscription monies for the Debentures shall be made by way of transfer of funds from the bank account(s) of the Eligible Investors (whose bids have been accepted on the Electronic Book Platform) as registered with the Electronic Book Provider in the manner provided in the Electronic Book Mechanism Guidelines.</p>

	Please refer to Section 6 of this Placement Memorandum for detailed Application Process.
Depository	National Securities Depository Limited (NSDL) and Central Depository Services Limited (CDSL)
Record Date	The date which will be used for determining the Debenture Holder(s) who shall be entitled to receive the amounts due towards payment of Interest and Maturity on any due date, which shall be the date falling 15 (Fifteen) calendar days prior to any due date
All covenants to the Issue (including side letters, accelerated payment clause, etc.)	Please refer to Annexure VII of this Placement Memorandum
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 Placement Memorandum	<p>The redemption of the principal amount, together with interest, default interest, liquidated damages, premium, costs, charges, expenses in creation, preservation and realisation of security, remuneration of the Debenture Trustee and other monies whatsoever due and payable by the Company in respect of the Debentures shall be secured inter alia by first and exclusive charge by way of hypothecation in favor of the Debenture Trustee over the specific identified loan assets of the Company more particularly described in the schedule of Deed of Hypothecation ("Hypothecated Assets").</p> <p>The Issuer hereby agrees that it shall until the Final Settlement Date and at all times ensure that the value of the Hypothecated Assets covers at least 1x of the outstanding principal amount, outstanding interest amount, other charges, or any other amounts payable in relation to the Debentures ("Security Cover"), throughout the tenure of the Debentures, to the satisfaction of the Debenture Trustee.</p> <p>If at any point of time, till the Final Settlement Date, on account of any Material Adverse Effect on the Hypothecated Assets or otherwise, the Security Cover depletes below the agreed quantum, the Issuer shall substitute the Security provided herein with an alternate security of equal or greater value than the affected Hypothecated Assets or provide such Additional Security, which shall (along with the existing Security) be sufficient to meet the Security Cover, as acceptable to the Debenture Trustee, within a period of 15 (fifteen) Business Days, from the date of notice regarding depletion of Security Cover having been issued by the Debenture Trustee to the Issuer.</p> <p>For sake of clarity, the depletion in Security Cover shall be determined on the basis of valuation of applicable Hypothecated Assets as and when requested by the Debenture Trustee.</p> <p>The Issuer declares that the Debentures shall be considered as secured only if the security interest created over the Hypothecated Assets are registered with Sub-registrar and Registrar of Companies or CERSAI or Depository etc., as applicable, or is independently verifiable by the debenture trustee.</p> <p>Please refer to Annexure VII of this Placement Memorandum for more details.</p>
Transaction Documents	shall mean and refer to the debenture trust deed, the debenture trustee appointment agreement, the deed of hypothecation, this Placement Memorandum executed/issued or to be executed/ to be issued in relation to the Debentures.
Conditions Precedent to Disbursement	<p>The Company shall fulfill each of the following conditions precedent prior to issuance of the Debentures (subject to any waiver by the Debenture Trustee), including providing the documents referred to herein below, in the form and substance satisfactory to the Debenture Holders/ Debentures Trustee:</p> <p>(a) A certified true copy of the constitutional documents of the (being its memorandum and articles of association and certificate of incorporation) should have been submitted to the Debenture Trustee.</p>

	<p>(b) A copy of a resolution of the shareholders of the Company should have been submitted to the Debenture Trustee in relation to approval under Section 42 of the Companies Act, 2013 (read with Section 71 of the Companies Act, 2013 and Rule 14 of the Companies (Prospectus and Allotment of Securities) Rules, 2014), Section 180(1)(a) and 180(1)(c) of the Companies Act, 2013, and other applicable provisions, for issue of Debentures, on a private placement basis in the manner envisaged under this Deed.</p> <p>(c) A copy of a resolution of the board of directors of the Company or any committee thereof under the provisions of Section 179 (3)(c) of the Companies Act, 2013, read with rule 14 (2) (a) of the Companies (Prospectus and Allotment of Securities) Rules, 2014, and other applicable provisions, should have been submitted to the Debenture Trustee, for:</p> <p>i) Authorising the Company to issue Debentures;</p> <p>ii) Authorising the Company, for creation/ declaration of trust, appointment of the Debenture Trustee and issue of Debentures in accordance with the terms hereof;</p> <p>iii) Authorising the creation of the Security Interest; and</p> <p>iv) Authorising a specified person, on its behalf, to sign and/or execute and/or stamp and/or get registered and/or despatch all documents and/or notices required so to be done, under or in relation to the issuance of the Debentures.</p> <p>(d) Certified copy of the annual report and audited financial statements of the Company for the financial year ending on March 31, 2021 and provisional financial statements for the quarter ending on December 31, 2021.</p> <p>(e) Letter of consent for appointment of Debenture Trustee as debenture trustee in relation to the Debenture Trustee.</p> <p>(f) Receipt by the Debenture Trustee of a certificate issued by an independent practising chartered accountant certifying that the limits stated in special resolutions under Section 180(1)(c) and 180 (1) (a) of the Companies Act, 2013 passed by the shareholders on June 13, 2019, limits specified by the shareholders in their resolution passed in terms of the section 42 of the Companies Act, 2013 in their meeting held on 10th March 2021, the limit specified under the resolution passed by the board of directors in their meeting held on January 24, 2022 and the limit specified under the resolution passed by the banking and finance committee of board of directors in their meeting held on January 27, 2022 is not exceeded by the issue of Debentures.</p> <p>(g) Receipt by the Debenture Trustee of a certificate issued by an independent practising chartered accountant certifying that: (i) the Hypothecated Assets proposed to be charged forms a part of the 'stock-in-trade' of the business of the Company; (ii) any taxes or other sums due and payable by the Company to the Government of India, have been paid and; (iii) there are no proceedings pending and/or initiated and/or threatened against the Company for or on account any Taxes or any other sums, which may be due and payable by the Company to the Government of India, under the provisions of Section 281 of the IT Act or under any other act or provision for the time being in force.</p> <p>(h) Execution of each of the Transaction Documents, as may be required by the Debenture Trustee, in a form and substance satisfactory to the Debenture Trustee.</p> <p>(i) Evidence satisfactory to the Debenture Trustee that the relevant special</p>
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	<p>resolution or the resolution of the board of directors approving the issuance of the Debentures has been filed with the Registrar of Companies.</p> <p>(j) Receipt by the Debenture Trustee of certified copy of Credit Rating Certificate obtained before issuing the Debentures from India Ratings and Research Private Limited rating the Debentures as “IND AA+/ Stable”.</p> <p>(k) Copy of the due diligence certificate from the Debenture Trustee.</p> <p>(l) Receipt by the Debenture Trustee of copy of in-principle approval obtained by the Company from the BSE, for listing the Debentures on the wholesale debt segment of the BSE.</p>
Condition Subsequent to Disbursement	<p>The Company shall provide the following documents and/ or satisfy the conditions mentioned below as conditions subsequent to subscription of Debentures (“Conditions Subsequent”), within the timelines stipulated thereunder:</p> <p>(a) filing of Form CHG-9 by the Company in relation to the Security created over Hypothecated Assets and Secured Assets with the relevant Registrar of Companies and provide evidence of the same, along with the document evidencing the payment of fees, within 14 (fourteen) days from the Deemed Date of Allotment;</p> <p>(b) certificate from the Registrar of Companies relating to Form CHG-9 filed by the Company for the Security created over the Secured Assets along with a copy of acknowledgement of the charge and evidence of payment of fee in relation to such Form within 30 (thirty) days from the Deemed Date of Allotment;</p> <p>(c) certified true copy of the updated Register of Debenture Holders and the updated Register of Beneficial Holders of the Company, within 5 (five) Business Days from the Deemed Date of Allotment;</p> <p>(d) copy of the Form PAS-3 filed with the Registrar of Companies, along with evidence of payment of fees in relation to the same, within 10 (ten) days from the Deemed Date of Allotment. Provided that Company shall not utilize the proceeds of issuance of Debentures until Form PAS-3 has been filed with the Registrar of Companies;</p> <p>(e) the Debentures shall be listed within 4 (four) days from the the closure of the Issue; and</p> <p>(f) the Company shall file such forms and make such disclosures as required in terms of the Applicable Laws including the SEBI regulations and the RBI guidelines.</p>
Events of Default (including manner of voting/ conditions of joining inter creditor agreement)	Please refer to Annexure VII of this Placement Memorandum.
Creation of Recovery Expense Fund	The Company shall create and maintain a recovery expense fund as per the provisions of the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 and the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993, and other Applicable Law, as amended from time to time, and if during the currency of these presents, any guidelines are formulated (or modified or revised) by SEBI or any other regulator under the Applicable Law in respect of creation of the recovery expense fund, the Company shall abide by such guidelines and execute all such supplemental letters, agreements and deeds of modifications as may be required by the Debenture Trustee.
Conditions for breach of covenants (as specified in the Debenture Trust Deed)/ Consequences of an Event of Default	Please refer to Annexure VII of this Placement Memorandum.
Provision related to Cross Default	Please refer to Annexure VII of this Placement Memorandum.

Further Issuance	<p>Company reserves the right to make multiple issuances under the same ISIN with reference to the Operational Circular. Issue can be made either by way of creation of fresh ISIN or by way of issuance under the existing ISIN at premium / par / discount as the case may be in line with Operational Circular. Provided that prior to undertaking any new issuances under the same ISIN, the Company shall obtain the consent (in writing) of the existing Debenture Holders.</p> <p>Provided that, the Company shall be entitled to make further issue(s) of debentures, raise further loans of advances and/or avail further deferred payment guarantees or other financial facilities from time to time from such persons/banks/financial institutions or body corporate/or any other agency on such terms and conditions as the Company may think appropriate in any manner having such ranking in priority, pari passu or otherwise and change the capital structure including the issue of shares of any class, on such terms and conditions as the Company may think appropriate, without having any need to obtain the consent of, or intimation to, the Debenture holders or the Debentures Trustees provided the Security Cover in relation to the Debentures is maintained at all times in accordance with the terms of the Transaction Documents.</p> <p>However, The Company shall not create further charge on the Hypothecated Assets without prior consent of the Debenture Trustee/debenture holders.</p>
Role and Responsibilities of Debenture Trustee	To oversee and monitor the overall transaction for and on behalf of the Debenture Holders as customary for transaction of a similar nature and size and as executed under the appropriate Transaction Documents
Risk Factors pertaining to the Issue	Please refer to Section 2 of this Placement Memorandum.
Transaction Documents	shall mean and refer to the Debenture Trust Deed, the Debenture Trustee Appointment Agreement, the Deed of Hypothecation, this Placement Memorandum.
Governing Law and Jurisdiction	The Debentures are governed by and will be construed in accordance with Indian law and the courts and tribunals at Chennai shall have exclusive jurisdiction with respect to matters relating to the Debentures
Holiday convention/ Business Day Convention	<p>If any Interest payment date/ coupon payment date (other than the Redemption Date) falls on a day which is not a Business Day, the payment to be made on the said day will be made on the following Business Day. If any principal payment date falls on a day which is not a Business Day, the payment will be made on the previous Business Day. However, on account of above, there would be no change in the dates of the future coupon payments and the same would be as per the schedule as set out in the Placement Memorandum.</p> <p>Further, if the Redemption Date/ Maturity Date falls on a day that is not a Business Day, the Redemption Amount shall be paid on the immediately preceding Business Day, along with Coupon (if any) accrued on the Debentures until but excluding the date of such payment, as mentioned in Chapter III of the Operational Circular.</p>
Early Redemption Event	NA
Terms and conditions of debenture trustee agreement including fees charged by debenture trustee(s) and Process of due diligence carried out by the debenture trustee:	<p>Debenture Trustee Agreement (DTA) has been executed as per required regulations before opening of Issue. Service charges of Debenture Trustee are mentioned in the consent letter dated December 21, 2021, which has been annexed to this Placement Memorandum.</p> <p>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)".</p> <p>Due Diligence (DD) will be carried out as per DT regulations and circulars issued by SEBI from time to time, which broadly includes following:</p> <ul style="list-style-type: none"> Chartered Accountant (CA) appointed by DT will be doing independent DD as

	<p>per scope provided, regarding Security given for the issue by the company.</p> <ul style="list-style-type: none"> CA will verify and ensure that the asset provided by the issuer for creation of security are free from any encumbrances or necessary permission or consent has been obtained from existing charge holders. CA will be doing independent DD as per information provided by the Issuer company. Periodical DD will be carried out as per SEBI circulars from time to time as per nature of security provided. Necessary DD certificate will be issued and will be available on Stock Exchanges from time to time for information of Debenture Holders. As mentioned in this Placement Memorandum even though the Debentures are secured to the extent of 100% of the principal and interest amount, other charges, or any other amounts payable in relation to the Debentures or as per the terms of this Placement Memorandum, in favor of Debenture Trustee. <p>DD will be carried out for maintenance of Stipulated Security Cover depending on information provided by the Issuer and Chartered Accountant appointed by Debenture Trustee or Debenture Trustee himself will not be responsible for misinformation provided by the Company.</p>
Due Diligence by Debenture Trustee	As set out in Annexure VII hereto.
Due diligence certificate	Due diligence certificate as per the format specified in Schedule IV of the SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021 and Annexure A of the SEBI Circular No. SEBI/HO/MIRSD/CRADT/CIR/P/2020/218 dated November 03, 2020 has been appended and shall be submitted to BSE at the time of filing this Placement Memorandum. The copy of the same has been attached in Annexure XIII hereto
Bid Opening Date	February 03, 2022
Bid Closing Date	February 03, 2022
Minimum Bid Lot	Rs. 1,00,00,000/- (Rupees One Crore Only) and in multiples of Rs. 10,00,000/- (Rupees Ten Lakhs Only) thereafter.
Manner of bidding in the Issue	Closed bidding
Manner of allotment in the Issue	Through Indian Clearing Corporation Limited (ICCL) and NSE
Manner of settlement in the Issue	As per the process prescribed by the Electronic Book Mechanism Guidelines
Settlement Cycle	T + 1, where T refers to the date of Bid Opening Date/ Issue Opening Date

Please note that while the Debentures are secured to the tune of 100% of the principal and interest amount or other charges, or any other amounts payable in relation to the Debentures or as per the terms of offer Transaction Documents, in favour of Debenture Trustee, it is the duty of the Debenture Trustee to monitor that the security is maintained.

The entire amount of Rs. 10,00,000/- (Rupees Ten Lakh only) per Debenture is payable along with the making of an application. Applicants can alternatively remit the application amount through RTGS on Pay-in Date upto 10:30 A.M. on T+1 day. The Electronic Book Platform is NSE. The RTGS details are as under:

Electronic Book Platform	NSE
Name of Bank	HDFC Bank Limited
IFSC Code	HDFC0000060
Account number	As per NSE-EBP
Name of beneficiary	NSE Clearing Limited

SECTION 6: APPLICATION PROCESS

1. How to Apply

The Issue will open on the 'Issue Opening Date' and close on the 'Issue Closing Date' (both days inclusive) in relation to the Placement Memorandum. Potential investors who wish to invest in the Issue are requested to submit an application for the Debentures with all the accompanying documents and the application money at any time starting from the Issue Opening Date and upto the Issue Closing Date.

Applications for the Debentures must be made in the prescribed Application Form contained in this Placement Memorandum as provided by the Company and must be completed in block letters in English by the investors. Application Form must be accompanied by payment details. All Application Forms, duly completed, together with cheque/ demand draft or Electronic transfer drawn or made payable in favour of "Shriram Transport Finance Company Limited" of the amount payable on application. Applications for the Debentures must be in the prescribed form (enclosed) and completed in BLOCK CAPITAL LETTERS in English and as per the instructions contained therein. Applications complete in all respects (along with all necessary documents as detailed in this Placement Memorandum) must be submitted before the last date indicated in the issue time table or such extended time as decided by the issuer. No separate receipt will be issued for the application money.

In case the payment is made through any electronic mode of payment such as RTGS/ NEFT, the funds have to be credited to account, the details of which shall be provided in the Private Placement cum Application Letter.

The subscription to the Debentures shall be made by the Eligible Investors through the electronic book mechanism as prescribed by SEBI under the EBP Guidelines by placing bids on the EBP platform during the Issue period. In case the Eligible Investors are not registered on the EBP platform, they will have to register themselves as investor on the said platform (as a one-time exercise) and also complete the mandatory KYC verification process. The Eligible Investors should also refer to the operational guidelines of the EBP in this respect. The disclosures required pursuant to the EBP Guidelines are set out hereinbelow:

Minimum bid lot: 10 Debentures and in multiples of 1 thereafter

Electronic Book Platform: NSE

Mode of bidding: Closed bidding

Manner of Allotment: Through Indian Clearing Corporation Limited (ICCL) and NSE

Manner of Settlement: As per the process prescribed by the Electronic Book Mechanism Guidelines

Settlement Cycle: T+1; where T refers to the Bid Opening Date/ Issue Opening Date

2. Process flow of settlement:

Eligible Investors whose bids have been accepted by the Issuer and to whom a signed copy of this Placement Memorandum have been issued by the Issuer and who have submitted/shall submit the Application Form ("**Successful Bidders**"), shall make pay-in of subscription monies in respect of the Debentures towards the allocation made to them, into the bank account of Indian Clearing Corporation Limited (ICCL)(the details of which have been set out in this Placement Memorandum) on the Deemed Date of Allotment:

The pay-in by the Successful Bidders will be made only from the bank account(s), which have been provided / updated by them in the EBP system. Any amount received from third party accounts or from accounts not specified in the EBP system will be refunded and no allotment will be made against such payments. Upon the transfer of funds into the aforesaid account of ICCL and the Issuer confirming its decision to proceed with the allotment of the Debentures in favour of the Successful Bidders to the ICCL, the R&T Agent and the EBP and initiating the requisite corporate action for allotment of Debentures and credit of the demat letter of allotment into the relevant demat account of the Successful Bidders through the Registrar to the Issue, the Registrar to the Issue shall provide corporate action file along with all

requisite documents to the Depositories by 12:00 hours and also intimate the EBP of the aforesaid actions. Upon the Depositories confirming the allotment of the Debentures and the credit of the Debentures into the demat account of the Successful Bidders to EBP, the subscription monies in respect of the Debentures from the aforesaid account of ICCL shall be released into the Issuer's bank account, the details whereof will be intimated to the EBP by the Issuer.

It must be noted that all funds pay-in obligations need to be fulfilled in totality. Partial fund receipt against any given obligation will be treated as a default and debarment penalties will be applicable as specified by the EBP Guidelines.

All payments must be made through NEFT, RTGS, electronic fund transfer to the bank account of ICCL. It may be noted that payment by any other means shall not be accepted. The Company assumes no responsibility for any applications lost in mail or in transit or any failure of electronic fund transfer. The Company will not be responsible in any manner for any delayed receipts / non-receipt of RTGS payments or applications lost in mail.

As a matter of precaution against possible fraudulent encashment of interest warrants/ cheques due to loss/ misplacement, the applicant should furnish the full particulars of his or her bank account (i.e. Account Number, name of the bank and branch) at the appropriate place in the Application Form. Interest warrants will then be made out in favour of the bank for credit to his/ her account so specified and dispatched to the investors, who may deposit the same in the said bank.

The Issuer assumes no responsibility for any applications / cheques / demand drafts lost in mail or in transit

3. Who can apply

Nothing in this Placement Memorandum shall constitute and/or deem to constitute an offer or an invitation to offer, to be made to the public or any section thereof through this Placement and its contents should not be construed to be a prospectus under the Act. The Issue is a domestic issue and is being made in India only. This Placement Memorandum and the contents hereof are restricted for only the intended recipient(s) who have been addressed directly through a communication by the Company and only such recipients are eligible to apply for the Debentures. Subject to applicable law, the categories of investors eligible to subscribe to the Debentures in this Issue, when addressed directly, are:

1. Scheduled Commercial Banks;
2. Financial Institutions;
3. Qualified Institutional Buyer;
4. Primary/ State/ District/ Central Co-operative Banks (subject to permission from RBI);
5. Regional Rural Banks;
6. Mutual Funds;
7. Companies, Bodies Corporate authorized to invest in Debentures;
8. Provident Funds, Gratuity, Superannuation, subject to their Investment guidelines.
9. High Net Worth Individuals
10. Foreign Portfolio Investors

Shortlisted investors as may be identified by the Board prior to issuance of the offer(s)/invitation to subscribe to the Debentures, shall be considered as the "identified person(s)" to whom the Issuer can make private placement of the Debentures and only such "identified persons" shall receive a direct communication from the Issuer with offer to subscribe to the Debentures and only such "identified persons" shall be entitled to subscribe to the Debentures.

All investors are required to check and comply with Applicable Laws including the relevant rules / regulations / guidelines applicable to them for investing in this Issue of Debentures and the Issuer, is not in any way, directly or indirectly, responsible for any statutory or regulatory breaches by any investor, neither is the Issuer required to check or confirm the same.

No other person may apply. Hosting of this Placement Memorandum on the website of the NSE 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

by the SEBI Debt Listing Regulations read with the EBP Circular. Investors should check their eligibility before making any investment.

Without prejudice to the aforesaid, where the selection of the eligible investors is required to be done pursuant to bidding mechanism on the electronic platform called the “**EBP Platform**” under the EBP Guidelines or any other successive arrangement/platform mandated by SEBI, only those Persons out of the aforesaid categories of investors, who are registered on the EBP Platform and are eligible to make bids for Debentures of the Issuer and to whom allocation is to be made by the Issuer pursuant to selection under the electronic book mechanism for issuance of securities on private placement basis in terms of the EBP Guidelines and the Electronic Book Providers shall be considered as “identified persons” for the purposes of Section 42(2) of the Companies Act, 2013 (as amended from time to time), to whom the Issuer shall make private placement of the Debentures and only such “identified persons” shall receive a direct communication from the Issuer with offer to subscribe to the Debentures and only such “identified persons” shall be entitled to subscribe to the Debentures.

Additionally, those arrangers/brokers/intermediaries etc. (as per the defined limits under the EBP Guidelines) specifically mapped by the Issuer on the EBP Platform are also eligible to bid/apply/invest for this Issue.

Although above investors are eligible to apply however only those investors, who are individually addressed through direct communication by the Company/ Sole Arranger, are eligible to apply for the Debentures. No other person may apply. Hosting of Placement Memorandum on the website of the NSE 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 by the SEBI Debt Listing Regulations read with the EBP Guidelines. Investors should check their eligibility before making any investment.

The applications must be accompanied by certified true copies of (1) Memorandum and Articles of Association/ Constitution/ Bye-laws (2) Resolution authorizing investment and containing operating instructions (3) Specimen signatures of authorised signatories and (4) Xerox copy of PAN Card. (5) Registration Certificate (6) Necessary forms for claiming exemption from deduction of tax at source on the interest income/ interest on application money, wherever applicable.

4. Submission of Documents

For the sake of simplicity, we hereby provide the details of documents required to be submitted by various categories of applicants (who have applied for Allotment of the Debentures) while submitting the Application Form:

Applications by Banks / eligible Foreign Institutional Investors (subject to applicable law)

The application must be accompanied by copies of (i) Board Resolution authorizing investments and containing operating instructions or letter of authorization, if applicable or Power of Attorney, if applicable and (ii) specimen signatures of authorized signatories. (iii) Registration Certificate as may be applicable, as may be required to be deposited under applicable law.

Applications by Corporate Bodies / Eligible Financial Institutions /Companies / Statutory Corporations / Trusts

The applications must be accompanied by copies of (i) Memorandum and Articles of Association /Debenture Trust Deed/ proof of Constitution, as may be applicable (ii) Resolution authorizing investment and containing operating instructions; (iii) Specimen signatures of authorized signatories; (iv) Necessary certificate for claiming exemption from deduction of tax at source on interest on application money, as may be required to be deposited under applicable law.

Application made by Mutual Funds / Insurance Companies

The application must be accompanied by copies of (i) SEBI Registration Certificate / IRDA Registration Certificate, as may be applicable. (ii) Authorised Signatories list containing operating instructions along with the specimen signatures and Power of Attorney forwarded by the custodian of the Mutual Fund/Insurance Company. (iii) Application Form shall clearly indicate the name of the concerned scheme for which application is being made, as may be required to be deposited under applicable law.. In case of applications by Mutual Funds registered with SEBI, a separate application must be made in respect of each scheme of the Mutual Fund and such applications will not be treated as multiple applications, provided that the application made by the Asset Management Company/ Trustee/ Custodian clearly

indicate their intention as to the scheme for which the application has been made.

The list of documents required to be provided by an investor as mentioned above is only indicative and an investor will be required to provide all additional documents / authorizations / information, which may be required by the Issuer. Notwithstanding anything contained hereinabove, the Issuer may, but is not bound to revert to any investor for any additional documents / information and can accept or reject an application as it deems fit, without assigning any reasons.

Submission of completed Application Form

All applications duly completed accompanied by fund transfer instrument / fund transfer instructions from the respective investor's account to the account of the ICCL/relevant clearing corporation, shall be submitted at the Corporate Office of the Issuer.

5. Applications under Power of Attorney / Relevant Authority

In case of applications made under a power of attorney or by a limited company or a body corporate or registered society or Mutual Fund, trusts etc., the relevant power of attorney or the relevant resolution or authority to make the application, as the case may be, together with the certified true copy thereof along with the certified copy of the Memorandum and Articles of Association and/or bye-laws as the case may be must be attached to the Application Form or lodged for scrutiny separately with the photocopy of the Application Form, quoting the serial number of the Application Form at the Issuer's office where the application has been submitted failing which the applications are liable to be rejected.

6. PAN/GIR No:

All applicants should mention their Permanent Account number (PAN) allotted under Income Tax Act, 1961 or where the same has not been allotted, the GIR Number and the IT Circle/Ward/District should be mentioned. In case where neither the PAN nor the GIR number has been allotted, or the applicant is not assessed to Income Tax, the fact of such non-allotment should be mentioned in the Application Form. Applications without this will be considered incomplete and are liable to be rejected.

7. Right to Accept or Reject Applications

The Issuer is entitled at its sole and absolute discretion to accept or reject any application, in part or in full, without assigning any reason thereof. Application Forms that are not complete in all respects or not in the prescribed form, may be rejected at the sole and absolute discretion of the Issuer. Any application, which has been rejected, would be intimated by the Issuer along with the refund warrant. 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 along with other necessary documents to Issuer by the Deemed Date of Allotment.

8. Fictitious Applications

Any person who (i) makes in a fictitious name, an application to the Issuer for acquiring, or subscribing for any Debentures therein, or (ii) otherwise induces the Issuer to allot or register any transferor of Debentures therein to him or any other person in a fictitious name, shall be punishable under the extant laws. Fictitious Applications will be rejected. Attention of applicants is specially drawn to the provisions of sub-section (1) of Section 38 of the Companies Act, 2013

9. Depository Arrangement

The Issuer has appointed Integrated Registry Management Services PVT LTD as Registrar and Transfer Agents for the Debenture issuance. The Issuer has entered into depository arrangements with National Securities Depository Limited (NSDL) and Central Depository Services (India) Limited (CDSL).

10. Debentures in Dematerialised mode

The Issuer will make allotment of Debentures to investors in due course after verification of the application form, the accompanying documents and on realization of the application money. The letter of allotment of Debentures will be credited in dematerialized form within 2 (Two) Business Days from the Deemed Date of Allotment. Investors will have

to hold the Debentures in dematerialized form as per the provisions of Depositories Act. The Depository Participant's name, DP-ID and beneficiary account number must be mentioned at the appropriate place in the Application Form. Notwithstanding the foregoing, investors have the option to seek rematerialisation of Debentures(i.e. investors shall have the right to hold the NCDs in physical form) at any time in the future.

11. Loss of Letters of Allotment / Certificates / Interest cheques / Refund cheques

Loss of letter of allotment / Certificates / Interest cheques / Refund cheques should be intimated to the Issuer along with request for duplicate issue. Relevant statute and any other conditions as may be prescribed by the Issuer would govern the duplicate issue.

12. Letter/s of allotment/refund order(s) and interest in case of delay in dispatch

The beneficiary account of the investor(s) with National Securities Depository Ltd. (NSDL)/ Central Depository Services Ltd (CDSL) Depository Participant will be given initial credit within 2 (Two) Business Days from the Deemed Date of Allotment. The initial credit in the account will be akin to the letter of allotment. On completion of the all statutory formalities, such credit in the account will be akin to a Debenture Certificate.

The Issuer further agrees to pay interest as per the applicable provisions of the Companies Act, 2013, if the allotment letters/refund orders have not been dispatched to the applicants within 30 days from the date of the closure of the issue.

13. Applications 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 signatures of all the authorized signatories and the tax exemption certificate/document, 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 at its registered office and/or Corporate Office.

In case of applications made under a Power of Attorney or by a Limited Company or a Body Corporate or Registered Society or Mutual Fund, and scientific and/or industrial research organizations or Trusts etc, the relevant Power of Attorney or the relevant resolution or authority to make the application, as the case may be, together with the certified true copy thereof along with the certified copy of the Memorandum and Articles of Association and/or Bye-Laws as the case may be must be attached to the Application Form or lodged for scrutiny separately with the photocopy of the Application Form, quoting the serial number of the Application Form at the Company's branch where the application has been submitted, or at the office of the Registrars to the Issue after submission of the Application Form to the bankers to the issue or any of the designated branches as mentioned on the reverse of the Application Form, failing which the applications are liable to be rejected. Such authority received by the Registrars to the Issue more than 10 days after closure of the subscription list may not be considered

14. Signatures

Signatures should be made in English or in any of the Indian Languages. Thumb impressions must be attested by an authorized official of a Bank or by a Magistrate/Notary Public under his/her official seal.

15. Nomination Facility

As per the Companies Act, 2013, only individuals applying as sole applicant/Joint Applicant can nominate, in the prescribed manner, a person to whom his Debentures shall vest in the event of his death. Non-individuals including holders of Power of Attorney cannot nominate.

16. Allotment Intimation

The Issuer has made depository arrangements with NSDL and CDSL for the issue of these Debentures in Dematerialized Form. The investors shall hold these Debentures in the dematerialized form and will be governed as per the provisions of the Depository Act, 1996, Securities and Exchange Board of India (Depositories and Participants) Regulations, 1996, rules notified by NSDL and CDSL (as applicable) from time to time and other Applicable Laws and rules notified in

respect thereof.

Investors should mention their NSDL/ CDSL Depository Participant's name, DP-ID and Beneficiary Account Number at the appropriate place in the Application Form. The Issuer shall take reasonable steps to credit the Beneficiary Account of the Allottee(s), with the NSDL/ CDSL Depository Participant as mentioned in the Application Form, with the number of Debentures allotted. The applicant is responsible for the correctness of its details given in the Application Form vis-à-vis those with its DP. In case the information is incorrect or insufficient, the Issuer would not be liable for losses, if any.

The Issuer shall credit the NCDs in the demat account of the investors as per the details furnished in the Application Form.

17. Refund

The Issuer will execute and dispatch / credit to the DP account of the allottee the letters of Allotment / Allotment advice in favour of the allottee or Refund Letter along with refund amount, not later than 7 (seven) working days after receipt of completed Application Form or the Date of Allotment, whichever is later. After completion of all legal formalities, the Issuer will issue the Debentures Certificate(s) / credit the DP account of the allottee's against surrender of the letter(s) of allotment within three month(s) of the Deemed Date of Allotment or such extended period subject to obtaining the approvals, if any. The Issuer shall ensure dispatch of Refund Orders by Registered Post / Courier / Hand Delivery and adequate funds for the purpose shall be made available.

The Issuer agrees that it shall pay interest in accordance with provisions of the Companies Act, SEBI Regulations (as applicable), if there is a delay in dispatch of Allotment Letters / Refund Orders. The payment will be subject to deduction of tax at source at the rates prescribed under the provisions of the Income Tax Act, 1961 or any other statutory modification or re-enactment thereof.

SECTION 7: OTHER INFORMATION AND ISSUE PROCEDURE

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 Placement Memorandum and other terms and conditions as may be incorporated in the Transaction Documents.

Mode of Transfer/Transmission of Debentures

The Debentures shall be transferable freely; however, it is clarified that no Investor shall be entitled to transfer the Debentures to a person who is not entitled to subscribe to the Debentures. The Debenture(s) shall be transferred and/or transmitted in accordance with the applicable provisions of the Act and the Applicable Law. 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 the Applicable Laws and rules notified in respect thereof. The transferee(s) should ensure that the transfer formalities are completed prior to the Record Date. In the absence of the same, amounts due will be paid/redemption will be made to the person, whose name appears in the register of debenture holders maintained by the R&T Agent as on the Record Date, under all circumstances. In cases where the transfer formalities have not been completed by the transferor, claims, if any, by the transferees would need to be settled with the transferor(s) and not with the Issuer. 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.

Transfer of the Debentures to and from FIIs/ NRIs/ OCBs, in case they seek to hold the Debentures and are eligible to do so, will be governed by the then prevailing guidelines issued by RBI.

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/fund transfer/RTGS to those Debenture Holder(s) whose names appear on the list of beneficiaries maintained by the R&T Agent. The names would be as per the R&T Agent's records on the relevant Record Date fixed for the purpose of redemption. All such Debentures will be simultaneously redeemed through appropriate debit corporate action. The list of beneficiaries as of the relevant Record Date setting out the relevant beneficiaries' name and account number, address, bank details and DP's identification number will be given by the R&T Agent to the Issuer. 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.

Debenture Trustee for the Debenture Holder(s)

The Issuer has appointed Catalyst Trusteeship Limited to act as trustee for the Debenture Holder(s). The Issuer and the Debenture Trustee have entered into a Debenture Trustee Appointment Agreement and the Issuer and the Debenture Trustee intend to enter into a Debenture Trust Deed *inter alia*, specifying the powers, authorities and obligations of the Debenture Trustee and the Issuer. The Debenture Holder(s) shall, without further act or deed, be deemed to have irrevocably given their consent to the Debenture Trustee or any of its agents or authorized officials to do all such acts, deeds, matters and things in respect of or relating to the Debentures as the Debenture Trustee may in its absolute discretion deem necessary or require to be done in the interest of the Debenture Holder(s). Any payment made by the Issuer to the Debenture Trustee on behalf of the Debenture Holder(s) shall discharge the Issuer *pro tanto* to the Debenture Holder(s). The Debenture Trustee will protect the interest of the Debenture Holder(s) in regard to the repayment of principal and yield thereon and the Debenture Trustee will take necessary action, subject to and in accordance with the Debenture Trustee Appointment Agreement and the Debenture Trust Deed, at the cost of the Issuer. No Debenture Holder shall be entitled to proceed directly against the Issuer unless the Debenture Trustee, having become so bound to proceed, consistently fails to do so. The Debenture Trustee Appointment Agreement and the Debenture Trust Deed shall more specifically set out the rights and remedies of the Debenture Holder(s) and the manner of enforcement thereof.

Sharing of Information

The Issuer may, at its option, but subject to applicable law, 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, credit information companies, 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.

Tax Deduction at Source (TDS):

- (a) Tax as applicable under the Income Tax Act, 1961, or any other statutory modification or re-enactment thereof will be deducted at source for which a certificate will be issued by the Company. As per the provisions of the Income Tax Act, 1961, with effect from June 1, 2008, no tax is deductible at source from the amount of interest payable on any listed dematerialised security, held by a person resident in India. Since the Debentures shall be issued in dematerialised mode and shall be listed on the wholesale debt segment of BSE, no tax will be deductible at source on the payment/credit of interest/149ematcit yield on Debentures held by any person resident in India. In the event of rematerialisation of the Debentures, or Debentures held by person resident outside India or a change in Applicable Law governing the taxation of the NCDs, the following provisions shall apply:
- (b) In the event the Debentures are rematerialized and the Issuer is required to make a tax deduction, the Company shall make the payment required in connection with that tax deduction within the time allowed and in the minimum amount required by Applicable Law;
- (c) The Company shall within 30 (thirty) days after the due date of payment of any tax or other amount which it is required to pay, deliver to the Debenture Trustee evidence of such deduction, withholding or payment and of the remittance thereof to the relevant taxing or other authority.

Interest on application money shall be subject to TDS at the rates prevailing from time to time under the provisions of the Income Tax Act, 1961 or any other statutory modification or re-enactment thereof for which a certificate will be issued by the Company.

For seeking TDS exemption / lower rate of TDS, relevant certificate / document must be lodged by the Debenture Holder(s) at the Corporate Office of the Company at least 15 (Fifteen) days before the interest payment becoming due. Tax exemption certificate / declaration of non-deduction of tax at source on interest on application money should be submitted along with the Application Form. For detailed tax implications of the investment in Debentures, investors should get in touch with their tax consultant.

Right of the Company to Purchase, Consolidate, Re-sell and Re-issue Debentures:

(a) Purchase and Resale of Debentures:

The Company may, subject to Applicable Law at any time and from time to time, at its sole and absolute discretion, purchase some or all of the Debentures held by the Debenture Holders (subject to payment of all applicable break costs) at any time prior to the specified date(s) of redemption as specified in the Placement Memorandum. Such buy-back of Debentures may be at par or at discount / premium to the face value at the sole discretion of the Company. The Debentures so purchased may, at the option of the Company, be cancelled, consolidated, held or resold in accordance with the provisions of the Applicable Law.

(b) Reissue of Debentures:

The Company shall have a right to repurchase the said Debentures (subject to payment of all applicable break costs) and cancel or re-issue them from time to time in accordance with the provisions of the Act and Applicable Law. Upon such re-issue the person entitled to the Debentures shall have and shall be deemed always to have had, the same rights and priorities as if the Debentures had never been redeemed.

Where the Company has repurchased / redeemed any such Debentures, subject to the provisions the Companies Act, 2013 and other applicable legal provisions, the Company shall have and shall be deemed always to have had the right to keep such Debentures alive for the purpose of reissue and in exercising such right, the Company shall have and shall be deemed always to have had the power to reissue such Debentures either by reissuing the same Debentures or by issuing other Debentures in their place in either case, at such a price and on such terms and conditions (including any variations, dropping of or additions to any terms and conditions originally stipulated) as the Company may deem fit.

Consolidation of ISINs

So long as the terms and conditions of the existing securities of the Company (under the respective issues) in the International Securities Identification Number (ISIN) are not revised (i) otherwise than as may be required/permitted by regulations; or (ii) which results in breach of or violation of the regulations from time to time, which specifically precludes such revision, subject to Applicable Laws, subject to the Company obtaining the prior consent of the existing Debenture Holders (in writing), the Company reserves the right/is entitled to add additional securities (for such additional amounts as may be issued by the Company from time to time) to the existing ISIN from time to time under such terms and conditions, which may / may not be different from the existing securities under the respective issues under the same ISIN. Such additional securities and their terms may be such as are permitted by regulations or not specifically precluded by regulations from time to time. Further, such additional securities may be issued from time to time at such issue price, either at par or at premium or at discount to arrive at the contracted effective yield from time to time.

The securities listed by the Company under the terms of this Placement Memorandum be redeemed before maturity date by the Company, as per the financial or other terms as may have been mutually agreed upon between the Company and the security holder. The said redemption maybe done either on a pro rata basis or by lot or by any other manner whatsoever, as the Company may deem fit.

In this regard, the Company shall be entitled to:

- (i) add such additional securities (for such additional amounts as may be issued by the Company from time to time) to the existing ISIN from time to time under such terms and conditions, which may / may not be different from the terms of securities under the respective issues existing under the said ISIN; and
- (ii) select any of the listed securities in the ISIN for redemption as the Company may solely deem fit either by pro rata basis or by lot or by any other manner whatsoever, as the Company may deem fit, before maturity, from time to time.

Variation of Debenture Holder(s) rights

The rights, privileges and conditions attached to the Debenture(s) and this Placement Memorandum may be varied, modified or abrogated in accordance with the Articles of Association of the Company, Debenture Trust Deed and the Act and with the consent of the Majority Debenture Holder(s). Provided that nothing in such resolution shall be operative against the Issuer where such resolution modifies or varies the terms and conditions governing the Debenture(s) if the same are not acceptable to the Issuer.

Provided that the Debenture Trustee and the Issuer may agree to make any modifications in this Placement Memorandum which in the opinion of the Debenture Trustee is of a formal, minor or technical nature or is to correct a manifest error.

Notices:

The Issuer agrees to send notice of all meetings of the Debenture Holders specifically stating that the provisions for appointment of proxy as mentioned in Section 105 of the Companies Act, 2013 shall be applicable for such meeting. The notices, communications and writings to the Debenture Holder(s) required to be given by the Issuer shall be deemed to have been given if sent by registered post or through recognized overnight courier service or by hand delivery to the sole / first allottee or sole/first registered Debenture Holder as the case may be at its address registered with the Issuer. All notices, communications and writings to be given by the Debenture Holder(s) shall be sent by registered post or through recognized courier service or by hand delivery to the Issuer at its Registered Office or to such persons at such address as may be notified by the Issuer from time to time and shall be deemed to have been received on actual receipt of the same.

Splitting:

Splitting of the Debentures is not applicable in the dematerialised mode form since the saleable lot is 1 (one) Debenture.

Transfers:

The Debentures may be transferred to any person duly qualified to acquire such Debentures under the Applicable Laws.

Letters of Allotment

The letter of allotment, indicating allotment of the Debentures, will be credited in dematerialised form within 2 (Two) Business Days from the Deemed Date of Allotment.

Succession:

In the event of demise of a Debenture Holder, the Company will recognize the executor or administrator of the demised Debenture Holder or the holder of succession certificate or other legal representative of the demised Debenture Holder as the registered holder of such Debentures, if such a person obtains probate or letter of administration or is the holder of succession certificate or other legal representation, as the case may be, from a court in India having jurisdiction over the matter and delivers a copy of the same to the Issuer. The Issuer may, in its absolute discretion, where it thinks fit, dispense with the production of the probate or letter of administration or succession certificate or other legal representation, in order to recognize such holder as being entitled to the Debentures standing in the name of the demised Debenture Holder on production of sufficient documentary proof or indemnity. In case a person other than individual holds the Debentures, the rights in the Debentures shall vest with the successor acquiring interest therein, including liquidator or any such person appointed as per the Applicable Law.

SECTION 8: DECLARATION

The Company and each of the directors of the Company hereby confirm and declare that:

- a. the Company has complied with the provisions of the Securities Contracts (Regulation) Act, 1956, the Securities and Exchange Board of India Act, 1992, the Companies Act, 2013 and the rules made thereunder;
- b. the compliance with the Act and the rules does not imply that payment of dividend or interest or repayment of Debentures, if applicable, is guaranteed by the Central Government; and
- c. the monies received under the issue shall be used only for the purposes and objects indicated in this Placement Memorandum.

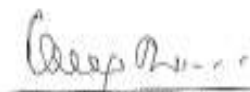
I am authorized by the Board of Directors of the Company *vide* resolution dated January 24, 2022 read with the resolution passed by the banking and finance committee of the board of directors of the Company *vide* their resolution dated 27th January 2022 to sign this form and declare that all the requirements 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 form and in the attachments thereto is true, correct and complete and no information material to the subject matter of this Private Placement Offer Cum Application Letter 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 form.

Date: 01st February, 2022

Place: Mumbai

For Shriram Transport Finance Company Limited



Authorised Signatory



ANNEXURE I – APPLICATION FORM

Private Placement of Debentures Application Form		Application No	:	[]
		Addressee	:	
	Date		:	____, 2021

To,
The Board of Directors
SHRIRAM TRANSPORT FINANCE COMPANY LIMITED (CIN:L65191TN1979PLC007874)

Registered Office: Sri Towers, Plot No.14A, South Phase, Industrial Estate, Guindy, Chennai – 600032.

Corporate Office: Wockhardt Towers, Level – 3, West Wing, C-2, G Block, Bandra-Kurla Complex, Bandra (East), Mumbai – 400 051.

Dear Sirs,

Having read and understood the contents of the Private Placement Offer Letter (as defined overleaf), I/we apply for allotment to me/us of the Debentures. The amount payable on application as shown below is remitted herewith. In case of allotment, please place my/our name(s) on the Register of Debenture Holders. I/We bind ourselves by the terms and conditions as contained in the Private Placement Offer Letter. We note that the Board of Directors is entitled in its absolute discretion to accept or reject this application whole or in part without assigning any reasons whatsoever.

(PLEASE READ THE INSTRUCTIONS ON THE REVERSE CAREFULLY BEFORE FILLING UP THIS APPLICATION FORM)

APPLICANT'S DETAILS (IN BLOCK LETTERS):

First/Sole Applicant:		

Second Applicant:		

Third Applicant:		

Address:		

Pin Code: _____ Tel / Mobile No: _____ Email: _____		
PAN No: _____ Applicant Category Code (please refer overleaf): _____		
<i>(Furnishing of Applicant's Details is mandatory, failing which the Application is liable to be rejected)</i>		

Investment Details:

Face Value (Rs. / Debenture)		Rs. 10,00,000/- (Rupees Ten Lakhs only)
Issue Price (Rs. / Debenture)		Rs. 10,00,000/- (Rupees Ten Lakhs only)
Minimum Application of and in multiples of Debentures thereafter		10 Debentures and in multiples of 1 Debenture thereafter
No of Debentures Applied		
Amount Payable (Rs.)		
Grand Total	Total No of Debentures Applied	
	Total Amount Payable (Rs.)	

Payment Details ⁽¹⁾:

Amount Paid (Rs.) – in words	
Amount Paid (Rs.) – in figures	
Mode of Payment (select whichever is applicable)	<input type="checkbox"/> RTGS <input type="checkbox"/> FUND TRANSFER
Date of RTGS/ NEFT/ ECS/ FUND TRANSFER	
Name of the Bank through which the Electronic Fund Transfer is made	
UTR No.	

Note: (1) The Application Form must be accompanied with the UTR confirmation. The details of the bank account to which payment needs to be made are provided overleaf.

Applicant's depository details ⁽²⁾:

DP Name											Depository	<input type="checkbox"/> NSDL	<input type="checkbox"/> CDSL
DP ID / Client ID													

Note: (2) Please note that allotment of Debentures shall be compulsorily made in dematerialized form.

Signature

	Name of the Authorised Signatories	Designation	Signature
1			
2			
3			

Date: _____, 2019

----- **Tear Here** -----

Application No: _____

SHRIRAM TRANSPORT FINANCE COMPANY LIMITED (CIN:L65191TN1979PLC007874)

Registered Office: Sri Towers, Plot No. 14A, South Phase, Industrial Estate, Guindy, Chennai – 600032.

Corporate Office: Wockhardt Towers, Level – 3, West Wing, C-2, G Block, Bandra-Kurla Complex, Bandra (East), Mumbai – 400 051.

ACKNOWLEDGEMENT SLIP

Received from: _____ Date: _____, 2021

Issue Price (Rs. / Debenture)	Rs. 10,00,000/-	Mode of Payment	<input type="checkbox"/> RTGS <input type="checkbox"/> FUND TRANSFER	Date stamp & signature of the Registrar
No of Debentures applied for		Date of Remittance		
Amount Paid (Rs.)		Name of the Bank		
		UTR No.		

INSTRUCTIONS

- The application would be accepted as per the terms of the issue of listed Non – Convertible Debentures (“**Debentures**”) on private placement basis offered by way of the private placement offer letter dated February 1, 2022 (“**Private Placement Offer Letter**”). Applicants are requested to refer to the application procedure set forth in the Placement Memorandum.
- Application forms must be completed in full in BLOCK LETTERS IN ENGLISH. A blank space must be left between two or more parts of the name.
- The sole/first applicant should mention his/her/its PAN Number allotted under Income Tax Act, 1961. Income Tax as applicable will be deducted at Source at the time of payment of Interest on Application / Refund Money.
- Signatures should be made in English or in any of the Indian languages. Thumb impressions must be attested by an authorised official of a Bank or by a Magistrate/Notary Public under his/her official seal.
- The various categories of applicants eligible to apply along with their category codes are as given below:

1	Financial Institution	2	Company, Bodies Corporate, including public sector undertakings
3	Insurance Company	4	Mutual Funds
5	Provident funds/ gratuity funds / pension funds	6	Scheduled Commercial Banks
7	Any other person authorized to invest in this Issue		

Applicants are hereby required to ascertain their eligibility to apply for the Issue.

- Applicants shall be bound by the terms and conditions as contained in the Placement Memorandum, including the basis of allotment as specified therein.
- Applicants are requested to read the Placement Memorandum carefully prior to making an investment decision in the Debentures.
- Allotment of Debentures shall be compulsorily made in dematerialized form.
- The payment of interest / dividend / redemption shall be made to the bank account linked with the demat account of the applicant, wherein the allotment of the Debentures is made / held.
- Application forms duly completed in all respects must be sent via email and in original to Registrar to the Issuer as specified below.

11. Application Money can be remitted only through electronic transfer of funds during the Issue Period, i.e. during banking hours commencing from 0800 hours and ending on 1615 hours:
12. Cash, money orders, postal orders and stock invest **WILL NOT** be accepted.
13. The Application Form must be accompanied with the UTR confirmation.
14. Payment needs to be made to the following account:

Bank Name	
Branch	
Account Name	
Account Number	
IFSC Code	
Address	

15. Receipt of applications will be acknowledged by Registrar to the Issuer in the “Acknowledgement Slip”, appearing below the Application Form. No separate receipt will be issued.
16. **APPLICATIONS NOT ACCOMPANIED BY THE REQUIRED DOCUMENTS ARE LIABLE TO BE REJECTED.**

Address for submission of Application Forms along with the Relevant Documents

ANNEXURE II: DEBENTURE TRUSTEE CONSENT LETTER

CATALYST

Believe in yourself... Trust us!

CI/MUM/21-22/DEB/808

December 21, 2021



Shriram Transport Finance Company Limited
 Wockhardt Towers, Level-3,
 West Wing, C-2, G-Block,
 Bandra-Kurla Complex, Bandra (East),
 Mumbai - 400051

Kind Attn: - Mr. Amit Agarwal

Dear Sir,

Consent to act as Trustee for Secured, Listed, Rated, Redeemable, Non-Debentures up to INR 700 Crores to be issued by your Company

This is with reference to the discussions in respect of the appointment of Catalyst Trusteeship Limited to act as Debenture Trustee for the Secured, Listed, Rated, Redeemable, Non-Debentures up to INR 700 Crore to be issued. In this connection, we are agreeable to act as Trustee on the following trusteeship remuneration:

Acceptance fees: Rs.7,00,000/- plus applicable taxes (One-time fee; non-refundable) payable upfront;

Service charges: Rs.10,50,000/- plus applicable taxes payable in advance, for each financial year or any part thereof, effective from the date of appointment till satisfaction of charges in full. Pro-rata charges would apply for the first year from the date of appointment till 31st March 2022

All out-of-pocket expenses incurred towards legal fees, traveling, inspection charges, etc shall be levied and reimbursed on an actual basis.

Yours faithfully,

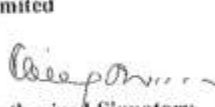
We accept the above terms

For Catalyst Trusteeship Limited


 Authorized Signatory



For Shriram Transport Finance Company Limited


 Authorized Signatory



NOTE: As per GST guidelines, CTL would be required to pay the applicable Service Tax on the amounts / charges payable to us as indicated above. Please note that the Company would be liable to pay all such charges even in the event of cancellation of the aforesaid transaction. Therefore, no refund of any statutory dues already paid would be made.

CATALYST TRUSTEESHIP LIMITED (COMPANY CAN INVESTMENT SERVICES)

IN 6203003 Company

Mumbai Office: Windsor, 6th Floor, Office No. 604, C.S.T. Road, Kurla, Sakinaka (East), Mumbai 400 098 Tel: +91 (22) 4922 0503 Fax: +91 (22) 4922 0503
 Regd. Office: CDA House, Plot No. 95, Marol Colony (West), Panel Road, Pune 411 038 Tel: +91 (20) 66097200
 Delhi Office: Office No. 300, 8th Floor, Kalash Building, 26, Kasturba Gandhi Marg, New Delhi - 110001 Tel: +91 (11) 430 2860/02
 CIN No. U74999PH192794C30262 Email: dtpt@trustee.com Website: www.catalysttrustee.com

Pune | Mumbai | Bangalore | Delhi | Chennai | Gandhinagar | Kolkata



CATALYST

Believe in yourself... Trust us!

CL/MUM/21-22/DEB/808

December 21, 2021



Shriram Transport Finance Company Limited
 Wockhardt Towers, Level-3,
 West Wing, C-2, G-Block,
 Bandra-Kurla Complex, Bandra (East),
 Mumbai - 400051

Kind Attn: - Mr. Amit Agarwal

Dear Sir,

Consent to act as Trustee for Secured, Rated, listed, Redeemable Non-Convertible Debentures aggregating upto Rs 700 Crores to be issued by your Company.

This is with reference to the discussions in respect of the appointment of Catalyst Trusteeship Limited to act as Debenture Trustee for the Secured, Rated, listed, Redeemable Non-Convertible Debentures aggregating upto Rs. 700 Crores to be issued by your Company. In this connection, we are agreeable to act as Trustee on the terms and conditions as mutually agreed between the Trustee and the Company.

We hereby convey our acceptance to act as Debenture Trustees for the said issue Debentures, subject to execution of Debenture Trustee Agreement as per Regulation 13 of SEBI (Debenture Trustee) Regulations, 1993, thereby agreeing to create the security within the timeline as per relevant Laws / Regulations and in the Offer Document / Information Memorandum / Disclosure Document and company agreeing / undertaking to comply with the provisions of SEBI (Debenture Trustee) Regulations, 1993, SEBI (Issue and Listing of Debt Securities) Regulations 2008, SEBI (Listing Obligations & Disclosure Requirements) Regulation 2015, Companies Act, 2013 and Rules thereunder and other applicable laws as amended from time to time.

We are also agreeable for the inclusion of our name as trustees in the Company's offer document/disclosure document/ listing application/any other document to be filed with the Stock Exchange(s) or any other authority as required.

Yours faithfully,

For Catalyst Trusteeship Limited

Authorized Signatory

We accept the above terms.

For Shriram Transport Finance Company Limited

Authorized Signatory

CATALYST TRUSTEESHIP LIMITED: ENBMBCE01CNA, PVT. LTD. (INCORPORATED IN INDIA)
 Mumbai Office: Windsor, 8th Floor, Office No. 604, C.S.T. Road, Kurla, Santacruz (East), Mumbai 400 098. Tel: +91 (22) 4922 0555 Fax: +91 (22) 4922 0505
 Regd. Office: CDA House, Plot No. 55, Bhamburda Colony (Right), Post Road, Pune 411 028. Tel: +91 (20) 66077200
 Delhi Office: Office No. 818, 8th Floor, Rakshak Building, 25, Kasturba Gandhi Marg, New Delhi - 110001. Tel: +91 (11) 630 2901/02.
 Cat No: U74999SE499794C00252 Email: info@catalysttrustee.com Website: www.catalysttrustee.com
 Pune | Mumbai | Bangalore | Delhi | Chennai | Coimbatore | Kolkata

As ISO 9001 Certified



ANNEXURE III – IN- PRINCIPLE APPROVAL FROM BSE

BSE Limited Registered Office: Floor 25, P J Towers, Dalal Street, Mumbai – 400 001, India
 T : +91 22 2272 8045 / 8055 F : +91 22 2272 3457 www.bseindia.com
 Corporate Identity Number: L67120MH2005PLC155188



DCS/COMP/DD/IP-PPDI/494/21-22

February 1, 2022

SHRIRAM TRANSPORT FINANCE COMPANY LIMITED

Sri Towers, Plot No. 14A, South Phase, Industrial Estate, Guindy, Chennai – 600032

Dear Sir,

Re: Private Placement Of Up To 5,250 (Five Thousand Two Hundred And Fifty) Senior, Listed, Secured, Rated, Redeemable Non-Convertible Debentures Of The Face Value Of Rs 10 Lakh Each, For Cash, At Par, And Aggregating Upto Rs 525 Crores with A Green Shoe Option To Retain Over-Subscription Of Up To 1,750 (One Thousand Seven Hundred And Fifty) Senior, Secured, Rated, Listed, Redeemable, Non-convertible Debentures, Of Face Value Of Rs 10 Lakh Per Debenture For Cash At Par Amounting To Rs 175 Crores The Aggregate Of Which Amounts Up To Inr 700,00,00,000/- (Indian Rupees Seven Hundred Crores Only) ("Debentures") (The "Issue").

We acknowledge receipt of your application on the online portal on February 01, 2022, seeking In-principle approval for issue of captioned security. In this regard, the Exchange is pleased to grant in-principle approval for listing of captioned security subject to fulfilling the following conditions at the time of seeking listing:

1. Filing of listing application.
2. Payment of fees as may be prescribed from time to time.
3. Compliance with SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021 read with SEBI Circular No SEBI/HO/DDHS/P/CIR/2021/613 dated August 10, 2021 and circulars issued thereunder and also Compliance with provisions of Companies Act 2013.
4. Receipt of Statutory & other approvals & compliance of guidelines issued by the statutory authorities including SEBI, RBI, DCA etc. as may be applicable.
5. Compliance with change in the guidelines, regulations, directions, circulars of the Exchange, SEBI or any other statutory authorities, documentary requirements from time to time
6. Compliance with below mentioned circular dated June 10, 2020 issued by BSE before opening of the issue to the investors.:

<https://www.bseindia.com/markets/MarketInfo/DispNewNoticesCirculars.aspx?page=20200610-31>

7. Issuers, for whom use of EBP is not mandatory, specific attention is drawn towards compliance with Chapter XV of SEBI Circular No SEBI/HO/DDHS/P/CIR/2021/613 dated August 10, 2021 and BSE Circular No 20210519-29 dated May 19, 2021. Accordingly, Issuers of privately placed debt securities in terms of SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021 or ILDM Regulations for whom accessing the electronic book platform (EBP) is not mandatory shall upload details of the issue with any one of the EBPs within one working day of such issuance. The details can be uploaded using the following links [Electronic Issuance - Bombay Stock Exchange Limited \(bseindia.com\)](#)

8. It is advised that Face Value of NCDs issue through private placement basis should be kept as per Chapter V of SEBI Circular No SEBI/HO/DDHS/P/CIR/2021/613 dated August 10, 2021

BSE - CONFIDENTIAL

BSE Limited Registered Office: Floor 25, P J Towers, Dalal Street, Mumbai – 400 001, India
T : +91 22 2272 8045 / 8055 F : +91 22 2272 3457 www.bseindia.com
Corporate Identity Number: L67120MH2005PLC155188



9. Issuers are hereby advised to comply with signing of agreements with both the depositories as per Regulation 7 of SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021 read with SEBI Circular No SEBI/HO/DDHS/P/CIR/2021/613 dated August 10, 2021.

This In-Principle Approval is valid for a period of 1 year from the date of issue of this letter or period of 1 year from the date of opening of the first offer of debt securities under the shelf placement memorandum, whichever is applicable. The Exchange reserves its right to withdraw its in-principle approval at any later stage if the information submitted to the Exchange is found to be incomplete/ incorrect/misleading/false or for any contravention of Rules, Bye-laws and Regulations of the Exchange, SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021 read with SEBI Circular No SEBI/HO/DDHS/P/CIR/2021/613 dated August 10, 2021 and circulars issued thereunder, SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, Guidelines/Regulations issued by the statutory authorities etc. Further, it is subject to payment of all applicable charges levied by the Exchange for usage of any system, software or similar such facilities provided by BSE which the Company shall avail to process the application of securities for which approval is given vide this letter.

Yours faithfully,

For BSE Limited

Sd/-
Rupal Khandelwal
Assistant General Manager

Sd/-
Raghavendra Bhat
Deputy Manager

ANNEXURE IV – RATING LETTER

Rating Letter from India Ratings and Research Limited dated January 19, 2022



Mr. Parag Sharma
Joint Managing Director & CFO
Shriram Transport Finance Company Limited
C-2, Level 3, West Wing, Wockhardt Towers,
Bandra Kurla Complex, Bandra (E),
2, NSC Bose Road,
Mumbai-400 051

January 19, 2022

Dear Sir/Madam,

Re: Rating Letter for non-convertible debenture (NCD) programme of Shriram Transport Finance Company Limited

India Ratings and Research (Ind-Ra) is pleased to communicate the rating of

INR345 billion of Non-Convertible Debentures: IND AA+/Stable

Out of the above rated amount STFC has already raised INR122909.26 million of Non-Convertible Debentures

In issuing and maintaining its ratings, India Ratings relies on factual information it receives from issuers and underwriters and from other sources India Ratings believes to be credible. India Ratings conducts a reasonable investigation of the factual information relied upon by it in accordance with its ratings methodology, and obtains reasonable verification of that information from independent sources, to the extent such sources are available for a given security.

The manner of India Ratings' factual investigation and the scope of the third-party verification it obtains will vary depending on the nature of the rated security and its issuer, the requirements and practices in India where the rated security is offered and sold, the availability and nature of relevant public information, access to the management of the issuer and its advisers, the availability of pre-existing third-party verifications such as audit reports, agreed-upon procedures letters, appraisals, actuarial reports, engineering reports, legal opinions and other reports provided by third parties, the availability of independent and competent third-party verification sources with respect to the particular security or in the particular jurisdiction of the issuer, and a variety of other factors.

Users of India Ratings' ratings should understand that neither an enhanced factual investigation nor any third-party verification can ensure that all of the information India Ratings relies on in connection with a rating will be accurate and complete. Ultimately, the issuer and its advisers are responsible for the accuracy of the information they provide to India Ratings and to the market in offering documents and other reports. In issuing its ratings India Ratings must rely on the work of experts, including independent auditors with respect to financial statements and attorneys with respect to legal and tax matters. Further, ratings are inherently forward-looking and embody assumptions and predictions about future events that by their nature cannot be verified as facts. As a result, despite any verification of current facts, ratings can be affected by future events or conditions that were not anticipated at the time a rating was issued or affirmed.

India Ratings seeks to continuously improve its ratings criteria and methodologies, and periodically updates the descriptions on its website of its criteria and methodologies for securities of a given type. The criteria and methodology used to determine a rating action are those in effect at the time the rating action is taken, which for public ratings is the date of the related rating action commentary. Each rating action commentary provides information about the criteria and methodology used to arrive at the stated rating, which may differ from the general criteria and methodology for the applicable security type posted on the website at a given time. For this reason, you should always consult the applicable rating action commentary for the most accurate information on the basis of any given public rating.

Ratings are based on established criteria and methodologies that India Ratings is continuously evaluating and updating. Therefore, ratings are the collective work product of India Ratings and no individual, or group of individuals, is solely responsible for a rating. All India Ratings reports have shared authorship. Individuals identified in an India Ratings report were involved in, but are not solely responsible for, the opinions stated therein.

India Ratings & Research Private Limited A Fitch Group Company
Wockhardt Tower, Level 4, West Wing, Bandra Kurla Complex, Bandra (E), Mumbai - 400 051
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The individuals are named for contact purposes only.

Ratings are not a recommendation or suggestion, directly or indirectly, to you or any other person, to buy, sell, make or hold any investment, loan or security or to undertake any investment strategy with respect to any investment, loan or security or any issuer. Ratings do not comment on the adequacy of market price, the suitability of any investment, loan or security for a particular investor (including without limitation, any accounting and/or regulatory treatment), or the tax-exempt nature or taxability of payments made in respect of any investment, loan or security. India Ratings is not your advisor, nor is India Ratings providing to you or any other party any financial advice, or any legal, auditing, accounting, appraisal, valuation or actuarial services. A rating should not be viewed as a replacement for such advice or services. Investors may find India Ratings ratings to be important information, and India Ratings notes that you are responsible for communicating the contents of this letter, and any changes with respect to the rating, to investors.

It will be important that you promptly provide us with all information that may be material to the ratings so that our ratings continue to be appropriate. Ratings may be raised, lowered, withdrawn, or placed on Rating Watch due to changes in, additions to, accuracy of or the inadequacy of information or for any other reason India Ratings deems sufficient.

Nothing in this letter is intended to or should be construed as creating a fiduciary relationship between India Ratings and you or between India Ratings and any user of the ratings.

In this letter, "India Ratings" means India Ratings & Research Pvt. Ltd. and any successor in interest.

We are pleased to have had the opportunity to be of service to you. If we can be of further assistance, please email us at infogrp@indiaratings.co.in

Sincerely,

India Ratings


Prakash Agarwal
Director


Jindal Zaverchand Haria
Director



Annexure: Facilities Breakup

ISIN	Date of Allotment	Coupon (%)	Maturity Date	Size of Issue (million)	Rating/Outlook
INE721A07OO2	6 February, 2019	9.40	6 February, 2022	INR1,799.98	IND AA+/Stable
INE721A07OR5	6 February, 2019	Cumulative (effective yield (per annum)-9.40)	6 February, 2022	INR670.39	IND AA+/Stable
INE721A07MB3	30 March, 2017	8.15	30 March, 2022	INR50.00	IND AA+/Stable
INE721A07MD9	31 March, 2017	8.15	31 March, 2022	INR450.00	IND AA+/Stable
INE721A07OJ2	6 December, 2018	9.85	15 April, 2022	INR1,500.00	IND AA+/Stable
INE721A07MX7	22 August, 2017	7.73	22 August, 2022	INR2,750.00	IND AA+/Stable
INE721A07NA3	30 November, 2017	8	30 November, 2022	INR700.00	IND AA+/Stable
INE721A07NL0	22 March, 2018	8.72	22 March, 2023	INR2,415.00	IND AA+/Stable
INE721A07NS5	27 March, 2018	8.72	27 March, 2023	INR8,250.00	IND AA+/Stable
INE721A07KG6	25 May, 2016	9.05	25 May, 2023	INR500.00	IND AA+/Stable
INE721A07KI2	9 June, 2016	9.05	9 June, 2023	INR125.00	IND AA+/Stable
INE721A07NT3	12 July, 2018	8.93	12 July, 2023	INR1,504.00	IND AA+/Stable
INE721A07NW7	12 July, 2018	9.3	12 July, 2023	INR5,402.00	IND AA+/Stable
INE721A07NZ0	12 July, 2018	9.30^	12 July, 2023	INR903.00	IND AA+/Stable
INE721A07KP7	19 July, 2016	9.05	19 July, 2023	INR750.00	IND AA+/Stable
INE721A07OB9	2 November, 2018	9.12	2 November, 2023	INR946.30	IND AA+/Stable
INE721A07OE3	2 November, 2018	9.5	2 November, 2023	INR1,143.20	IND AA+/Stable
INE721A07OH6	2 November, 2018	9.50^	2 November, 2023	INR421.30	IND AA+/Stable



INE721A07OM6	6 February, 2019	9.12	6 February, 2024	INR877.02	IND AA+/Stable
INE721A07OP9	6 February, 2019	9.50	6 February, 2024	INR1,001.12	IND AA+/Stable
INE721A07OS3	6 February, 2019	Cumulative (effective yield (per annum) 9.50)	6 February, 2024	INR419.39	IND AA+/Stable
INE721A08DF1	22 January, 2019	9.9	21 June, 2024	INR5,000.00	IND AA+/Stable
INE721A07HY5	18 September, 2014	10.25	18 September, 2024	INR3,000.00	IND AA+/Stable
INE721A07IG0	10 October, 2014	10.25	10 October, 2024	INR4,680.00	IND AA+/Stable
INE721A07II6	31 October, 2014	10.1	31 October, 2024	INR250.00	IND AA+/Stable
INE721A07IO4	13 November, 2014	10	13 November, 2024	INR3,325.00	IND AA+/Stable
INE721A07IR7	28 November, 2014	9.9	28 November, 2024	INR1,000.00	IND AA+/Stable
INE721A07NO4	26 March, 2018	8.72	26 May, 2025	INR350.00	IND AA+/Stable
INE721A07JX3	18 March, 2016	9.3	18 March, 2026	INR1,000.00	IND AA+/Stable
INE721A07KB7	29 March, 2016	9.3	27 March, 2026	INR1,400.00	IND AA+/Stable
INE721A07KD3	13 April, 2016	9.22	13 April, 2026	INR1,790.00	IND AA+/Stable
INE721A07KE1	22 April, 2016	9.2	22 April, 2026	INR260.00	IND AA+/Stable
INE721A07LD1	8 August, 2016	8.87	8 August, 2026	INR1,100.00	IND AA+/Stable
INE721A07NU1	12 July, 2018	9.03	12 July, 2028	INR499.00	IND AA+/Stable
INE721A07NX5	12 July, 2018	9.4	12 July, 2028	INR5,323.00	IND AA+/Stable
INE721A07OC7	2 November, 2018	9.3	2 November, 2028	INR323.40	IND AA+/Stable
INE721A07OF0	2 November, 2018	9.7	2 November, 2028	INR389.80	IND AA+/Stable
INE721A07ON4	6 February, 2019	9.3	6 February, 2029	INR263.80	IND AA+/Stable



INE721A07OQ7	6 February, 2019	9.7	6 February, 2029	INR341.49	IND AA+/Stable
INE721A07OY1	22 August, 2019	9.12	22 February, 2023	INR422.28	IND AA+/Stable
INE721A07OZ8	22 August, 2019	9.22	22 August, 2024	INR343.455	IND AA+/Stable
INE721A07PA8	22 August, 2019	9.31	22 August, 2026	INR210.36	IND AA+/Stable
INE721A07PB6	22 August, 2019	9.30	22 February, 2022	INR531.14	IND AA+/Stable
INE721A07PC4	22 August, 2019	9.50	22 February, 2023	INR558.073	IND AA+/Stable
INE721A07PD2	22 August, 2019	9.60	22 August, 2024	INR472.039	IND AA+/Stable
INE721A07PE0	22 August, 2019	9.70	22 August, 2026	INR261.903	IND AA+/Stable
INE721A07PF7	22 August, 2019	Cumulative	22 February, 2023	INR282.138	IND AA+/Stable
INE721A07PG5	22 August, 2019	Cumulative	22 August, 2024	INR175.741	IND AA+/Stable
INE721A07PH3	22 August, 2019	Cumulative	22 August, 2026	INR142.27	IND AA+/Stable
INE721A07PI1	28 January, 2020	8.52	28 January, 2023	INR293.209	IND AA+/Stable
INE721A07PJ9	28 January, 2020	8.66	28 January, 2025	INR162.997	IND AA+/Stable
INE721A07PK7	28 January, 2020	8.75	28 January, 2027	INR138.306	IND AA+/Stable
INE721A07PL5	28 January, 2020	8.85	28 January, 2023	INR505.097	IND AA+/Stable
INE721A07PM3	28 January, 2020	9.00	28 January, 2025	INR347.035	IND AA+/Stable
INE721A07PN1	28 January, 2020	9.10	28 January, 2027	INR130.231	IND AA+/Stable
INE721A07PO9	28 January, 2020	Cumulative	28 January, 2023	INR208.216	IND AA+/Stable
INE721A07PP6	28 January, 2020	Cumulative	28 January, 2025	INR151.58	IND AA+/Stable
INE721A07PZ5	29 October, 2020	9.00	29 October, 2030	INR 750.00	IND AA+/Stable
		6.75 - first 6 months; 7.25 - Starting 7 month to end of 12 month; 8.25 -			



INE721A07QH1	30 April, 2021	Starting 13 month to end of 18 month; 9.10 - Starting 19 month to end of 24 month	28 April, 2023	INR 10000.00	IND AA+/Stable
INE721A07QJ7	17 June, 2021	7.95% p.a.	16 June, 2023	INR 4200.00	IND AA+/Stable
INE721A07QK5	17 June, 2021	(Benchmark + Spread) % XIRR for 2 years 7.50%	16 June, 2023	INR 16000.00	IND AA+/Stable
INE721A07QM1	12 November, 2021	8.37% p.a.	12 November, 2031	INR 21000.00	IND AA+/Stable
INE721A07QN9	13 December, 2021	7.0746% p.a.	13 September, 2023	INR 2500.00	IND AA+/Stable
INE721A07QO7	28 December, 2021	8.00 % p.a.	26 December, 2031	INR 250.00	IND AA+/Stable
	Total			INR122909.26	
	NCDs raised under the rated limit but redeemed			INR148489.16	
	Unutilised NCD limit			INR73601.58	
	Total rated limit			INR 345,000.00	

ANNEXURE V: ILLUSTRATION OF CASHFLOW/ REDEMPTION SCHEDULE**Illustration of Cash Flows for Debentures**

Company	Shriram Transport Finance Company Limited
Face Value (per security)	Rs.10,00,000/- per debenture
Date of Allotment	February 04, 2022
Date of Redemption Date	Date falling on the expiry of 1 (one) year 11 (eleven) months 29 (twenty-nine) days from the Deemed Date of Allotment
Redemption Amount	Rs.10,00,000/- per debenture
Coupon Rate	Floating rate linked to the Benchmark of 12 (Twelve) months T-Bill rate + Spread payable annually. The initial coupon rate shall be 6.80% p.a. (“ Initial Coupon ”) The Benchmark shall be subject to reset on the Benchmark Determination Date as more particularly set out in the definition of Benchmark.
Frequency of the interest payment with specified dates	Annual and on maturity
Day Count Convention	Actual/Actual

Please refer to the Business Day Convention as referred above in the Summary Term sheet.

Sr. No.	Period	Principal Outstanding	Cashflow	Principal Repayment	Interest Payment	Total Payment
1	Year 1	Rs.10,00,000/-	Interest	Nil	Rs. 68,000/-	Rs. 68,000/-
2	Year 2	Rs.10,00,000/-	Interest + Principal	Rs.10,00,000/-	Rs. 62,627.40	Rs. 10,62,627.40

Please refer to the Business Day Convention as referred above in the Summary Term sheet.

Please note that the above cashflows have been arrived at presuming the coupon rate is 6.80% p.a. payable annually, throughout the tenor of the Debentures

ANNEXURE VI: STATEMENT OF UNAUDITED STANDALONE AND CONSOLIDATED FINANCIAL RESULTS FOR THE QUARTER ENDED ON DECEMBER 31, 2021

SHIRAM TRANSPORT FINANCE COMPANY LIMITED
CIN: L65191TN1979PLC007874

Regd. Office: Sri Towers, 14A, South Phase, Industrial Estate, Gandy, Chennai – 600 032, Tamil Nadu.
Tel. No: +91 44 4852 4666, Fax: +91 44 4852 3666. Website: www.stfc.in, email: accounts@stfc.in

STATEMENT OF UNAUDITED STANDALONE FINANCIAL RESULTS FOR THE QUARTER AND NINE MONTHS ENDED DECEMBER 31, 2021

Sr. No.	Particulars	Quarter Ended			Nine months Ended		Year Ended
		31.12.2021 (Unaudited)	30.09.2021 (Unaudited)	31.12.2020 (Unaudited)	31.12.2021 (Unaudited)	31.12.2020 (Unaudited)	31.03.2021 (Audited)
	Revenue from operations						
(i)	Interest income	4,660.68	4,578.47	4,381.45	13,718.10	12,724.89	17,128.14
(ii)	Dividend income	-	-	-	-	-	-
(iii)	Rental income	0.05	0.64	0.06	0.13	0.17	0.21
(iv)	Fees and commission income	24.83	26.08	33.95	70.30	74.91	115.86
(v)	Net gain on fair value changes	61.65	71.87	0.02	167.31	4.26	21.80
(vi)	Net gain on derecognition of financial instruments under amortised cost category	67.12	-	-	168.38	58.83	38.85
(vii)	Others	13.53	21.45	22.89	49.34	63.41	95.59
(E)	Total Revenue from operations	4,827.86	4,697.86	4,438.37	14,173.56	12,926.49	17,420.45
(H)	Other income	4.47	4.95	4.75	13.08	12.05	15.95
(III)	Total Income (I+II)	4,832.33	4,702.81	4,443.12	14,186.64	12,938.54	17,436.40
	Expenses						
(i)	Finance costs	2,397.25	2,435.24	2,236.26	7,330.59	6,766.41	9,054.36
(ii)	Fees and commission expenses	17.51	44.29	19.46	80.23	60.48	78.69
(iii)	Impairment on financial instruments (Refer note 3, 6 and 7)	984.27	676.20	674.71	3,100.07	2,294.76	3,118.40
(iv)	Employee benefits expenses	242.87	257.37	229.65	722.21	657.95	906.25
(v)	Depreciation, amortization and impairment	34.66	33.36	36.84	100.77	104.88	127.36
(vi)	Others expenses	232.48	233.70	257.20	654.16	614.06	863.23
(IV)	Total Expenses	3,909.04	3,662.16	3,454.12	11,988.01	10,508.54	14,158.39
(V)	Profit before exceptional items and tax (III - IV)	923.29	1,040.65	989.00	2,198.63	2,340.00	3,278.01
(VI)	Exceptional items	-	-	-	-	-	-
(VII)	Profit before tax (V + VI)	923.29	1,040.65	989.00	2,198.63	2,340.00	3,278.01
(VIII)	Tax expenses						
(1)	Current tax	538.66	313.66	263.70	958.90	619.36	1,197.77
(2)	Deferred tax	(95.99)	(46.23)	(2.42)	(382.07)	(11.70)	(245.36)
(3)	Tax adjustment for earlier years	-	-	-	-	-	(38.34)
(IX)	Profit for the period (VII - VIII)	680.62	771.24	727.72	1,621.89	1,732.34	2,487.26
(X)	Other comprehensive income						
(A) (i)	Items that will not be reclassified to profit or loss Remeasurement gain/(loss) on defined benefit plan	(0.78)	0.37	(0.05)	(4.02)	(0.09)	-
(ii)	Income tax relating to items that will not be reclassified to profit or loss	0.19	(0.09)	0.01	1.01	0.17	-
	Subtotal (A)	(0.59)	0.28	(0.04)	(3.01)	(0.52)	-
(B) (i)	Items that will be reclassified to profit or loss Cash flow hedge reserve	50.96	(12.20)	79.42	26.38	(147.71)	(124.31)
(ii)	Income tax relating to items that will be reclassified to profit or loss	(12.83)	3.07	(19.58)	(6.64)	37.18	31.29
	Subtotal (B)	38.13	(9.13)	59.84	19.74	(110.53)	(93.02)
	Other comprehensive income (A+B)	37.54	(8.85)	59.80	16.73	(111.05)	(61.73)
(XI)	Total comprehensive income for the period (IX+X)	718.16	762.39	787.12	1,638.62	1,621.29	2,394.24
(XII)	Paid-up equity share capital (face value Rs. 10/- per share)	270.52	268.78	253.06	270.52	253.06	253.06
(XIII)	Other equity						21,315.31
(XIV)	Earnings per equity share (Not annualized for the interim periods)						
	Basic (Rs.)	25.26	28.71	29.54	61.26	70.33	100.97
	Diluted (Rs.)	25.26	28.71	29.54	61.26	70.33	100.97



Notes:

- The above results have been reviewed by the Audit Committee and subsequently approved by the Board of Directors at their respective meetings held on January 24, 2022.
- The standalone financial results for the quarter and nine months ended December 31, 2021 have been reviewed by the Statutory Auditors.
- Post easing of lockdown imposed by state governments due to Covid 19, there was significant increase in the economic activities which had resulted in improvement of the business operations of the Company. Hence, during the current quarter, the Company has not considered any additional Expected Credit Loss (ECL) provision on Loans on account of COVID - 19. As at December 31, 2021, additional ECL provision on Loan Assets as management overlay on account of COVID - 19 stood at Rs. 2,852.50 crores. The additional ECL provision on account of COVID - 19 is based on the Company's historical experience, collection efficiencies post lockdown, internal assessment and other emerging forward looking factors on account of the pandemic. However, the actual impact may vary due to prevailing uncertainty caused by the pandemic. The Company's management is continuously monitoring the situation and the economic factors affecting the operations of the Company.
- The Company invoked resolution plans to relieve COVID-19 pandemic related stress to eligible borrowers. The resolution plans are based on the parameters laid down in the resolution policy approved by the Board of Directors of the Company and in accordance with the guidelines issued by the RBI on August 6, 2020 and May 5, 2021. The staging of accounts and provisioning for the eligible accounts where the resolution plans are invoked and implemented is in accordance with the Board Approved Policy in this regard.

Disclosure on Resolution Framework 2.0 implemented in terms of RBI circulars RBI/2021-22/31 DOR.STR.REC.11/21.04.048/2021-22 dated May 5, 2021

Sl. No	Description	Individual Borrowers		Small Businesses
		Personal Loans	Business Loans	
A	Number of requests received for invoking resolution process under Part A of the above circular	38,682	-	-
B	Number of accounts where resolution plan has been implemented under this window	16,675	-	-
C	Exposure to accounts mentioned at (B) before implementation of the plan (Rs. in crores)	608.67	-	-
D	Of (C) aggregate amount of debt that was converted into other securities (Rs. in crores)	-	-	-
E	Additional funding sanctioned, if any, including between invocation of the plan and implementation (Rs. in crores)	-	-	-
F	Increase in provisions on account of the implementation of the resolution plan (Rs. in crores)	40.82	-	-

- The Board of Directors of the Company in its meeting held on 13th December, 2021 have approved a Composite Scheme of Arrangement and Amalgamation ("Scheme"), inter alia, involving amalgamation of Shriram Capital Limited (after de-merger of a few undertakings from the said Shriram Capital Limited) and Shriram City Union Finance Limited with the Company under Sections 230 to 232 and other applicable provisions of the Companies Act, 2013. The said Scheme is effective upon approval of shareholders, creditors, Hon'ble National Company Law Tribunal, Reserve Bank of India and other regulatory and statutory approvals as applicable with an appointed date of April 01, 2022. The Company has already initiated process for the approval of the Scheme by various statutory authorities.
- The Company had been fully providing for the underlying loans net of its estimated realisable value in respect of which collaterals had been repossessed and not sold for more than 12 months till June 30, 2021. During the previous quarter, the company had revised its policy to fully provide for the underlying loans net of its estimated realisable value in respect of which collaterals had been repossessed and not sold for more than 6 months. Had it continued to follow the earlier policy, impairment of financial instruments for the nine months ended December 31, 2021 would have been lower by Rs. 38.05 crores and profit before tax for the same period would have been higher by Rs. 38.05 crores (net of tax of Rs. 28.47 crores).
- Pursuant to RBI circular RBI/2021-22/125 DOR/STR/REC.68/21.04.048/2021-22 dated November 12, 2021, on Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances - Clarifications, the Company has revised its process of NPA classification. Had the Company followed the earlier method, the profit before tax for the quarter and nine months ended December 31, 2021 would have been higher by Rs. 354.75 crores.

- Disclosure pertaining to RBI notification - RBI/DOR/2021-22/86 DOR.STR.REC.51/21.04.048/2021-22 dated 24 September, 2021

Details of transfer through assignment in respect of loans not in default during the nine months ended December 31, 2021

Count of loans accounts assigned	40,969
Amount of loan accounts assigned (Rs. in crores)	924
Weighted average maturity (in months)	39
Weighted average holding period (in months)	13
Retention of beneficial economic interest	10.00%
Coverage of tangible security	100.00%
Rating wise distribution of rated loans	Not rated

The Company has not transferred or acquired any stressed loans during the nine months ended December 31, 2021.



- 9 On November 25, 2021, the Company allotted 17,36,100 Equity Shares of face value of Rs. 10/- each fully paid up issued at a premium of Rs. 1430/- per equity share to Shriram Capital Limited, Promoter of the Company upon exercise of option of conversion of 17,36,100 Warrants by Shriram Capital Limited. The Issue Price of the Warrant was Rs. 1,440/- per warrant of which 25% was paid by Shriram Capital Limited on subscription of 17,36,100 warrants on July 08, 2021 and the balance 75% i.e. Rs. 1,080/- per warrant being the Warrant Exercise Price was paid by Shriram Capital Limited. The entire proceeds have been utilised for the objects of the Preferential Issue. Pursuant to allotment of the Equity Shares in the Preferential Issue, the paid-up share capital of the Company stood increased on November 25, 2021 from Rs. 2,687,836,130/- to Rs. 2,705,197,130/- comprising of 270,519,713 equity shares of face value of Rs. 10/- each and securities premium reserve by Rs. 248.26 crores.
- 10 The Board of Directors in their meeting held on October 29, 2021 declared interim equity dividend of 80% (Rs. 8/- per equity share of nominal face value of Rs. 10/- each fully paid up) for the financial year 2021-22, amounting to Rs. 215,02,68,904 (gross) subject to deduction of tax at source as per the applicable rate(s) to the eligible shareholders. The record date for payment of interim equity dividend was November 10, 2021. The interim dividend was paid to eligible shareholders on November 24, 2021.
- 11 On January 18, 2022, the Company issued and allotted USD 475,000,000 4.15% senior secured notes due 2025 in offshore market (Social Bonds) for sum of Rs. 3,513 crores under USD 3.5 Billion Global Medium Term Note Programme. The said Social Bonds were listed on Singapore Stock Exchange (SGX-ST) on January 19, 2022. The proceeds of the issue of the Social Bonds are being utilised as per the Company's Social Finance Framework, for onward lending and other activities as permitted by the RBI Master Direction — External Commercial Borrowings, Trade Credits and Structured Obligations.
- 12 The Code on Social Security, 2020 (the Code) has been enacted, which would impact contribution by the Company towards Provident Fund and Gratuity. The effective date from which changes are applicable is yet to be notified and the rules thereunder are yet to be announced. The actual impact on account of this change will be evaluated and accounted for when notification becomes effective.
- 13 The Company's secured non-convertible debentures are secured by specific assets covered under hypothecation loan agreements and by way of exclusive charge and mortgage of immovable property and with a cover of 100% and above as per the terms of issue.
- 14 Information as required by Regulation 52(4) of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 is attached in Annexure I.
- 15 The Company is primarily engaged in the business of financing and there are no separate reportable segments identified as per the Ind AS 108 - Operating segments.
- 16 The figures for the previous quarter/period have been regrouped / rearranged wherever necessary to conform to the current period presentation.

Place : Mumbai
Date : January 24, 2022



By order of the Board
For Shriram Transport Finance Company Limited

Umesh Revankar
Vice Chairman & Managing Director
DIN: 00141189

SHIRAM TRANSPORT FINANCE COMPANY LIMITED
CIN: L65191TN1979PLC007874

Regd. Office: Sri Towers, 14A, South Phase, Industrial Estate, Gensky, Chennai - 600 032, Tamil Nadu.
T.Tel. No: +91 44 4832 4666, Fax: +91 44 4832 5666, Website: www.stfc.in, email: secretarial@stfc.in

Information as required by Regulation 52(4) of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015

Annexure 1

Sr No.	Particulars	Standardized					(Rs. in crores)
		Quarter Ended		Nine Months Ended		Year Ended	31.03.2021 (Audited)
		31.12.2021 (Unaudited)	30.09.2021 (Unaudited)	31.12.2020 (Unaudited)	31.12.2021 (Unaudited)	31.12.2020 (Unaudited)	
1	Debt-equity Ratio (times) ¹	4.45	4.41	4.60	4.45	4.60	4.92
2	Debt Service Coverage Ratio ²	NA	NA	NA	NA	NA	NA
3	Interest Service Coverage Ratio ³	NA	NA	NA	NA	NA	NA
4	Outstanding Redeemable Preference Shares (Quantity)	Nil	Nil	Nil	Nil	Nil	Nil
5	Outstanding Redeemable Preference Shares (Value) (Rs. in crores)	Nil	Nil	Nil	Nil	Nil	Nil
6	Capital Redemption reserve (Rs. in crore)	53.88	53.88	53.88	53.88	53.88	53.88
7	Debenture redemption reserve (Rs. in crore)	921.41	921.41	610.41	921.41	610.41	921.41
8	Networth ⁴ (Rs. in crore)	35,782.57	24,591.94	20,919.61	25,782.57	20,919.61	21,540.73
9	Net profit after tax (Rs. in crore)	680.62	171.24	727.72	1,651.80	1,732.34	2,487.20
10	Earnings per equity share (Not audited for the interim periods)						
	Basic (Rs.)	25.26	28.71	29.54	61.70	70.31	100.97
	Diluted (Rs.)	25.26	28.71	29.54	61.70	70.31	100.97
11	Current Ratio	NA	NA	NA	NA	NA	NA
12	Long Term Debt to Working Capital	NA	NA	NA	NA	NA	NA
13	Bad Debt to Accounts Receivable Ratio	NA	NA	NA	NA	NA	NA
14	Current Liability Ratio	NA	NA	NA	NA	NA	NA
15	Total Debt ⁵ to Total Assets	0.81	0.81	0.81	0.81	0.81	0.82
16	Debtors Turnover	NA	NA	NA	NA	NA	NA
17	Inventory Turnover	NA	NA	NA	NA	NA	NA
18	Operating Margin (%)	NA	NA	NA	NA	NA	NA
19	Net Profit Margin (%) ⁶	14.08%	16.40%	16.36%	11.42%	13.39%	14.26%
20	Sector Specific equivalent ratio						
	Capital adequacy Ratio (%) ⁶	25.31%	23.21%	23.61%	23.11%	23.61%	22.50%
	Gross NPA ratio (%) ⁷	8.40%	7.82%	5.39%	8.40%	5.39%	7.14%
	Net NPA ratio (%) ⁸	4.36%	4.18%	3.76%	4.36%	3.26%	4.26%
	NPA Provision Coverage ratio (%) ⁹	50.25%	48.57%	40.80%	50.25%	40.80%	42.04%
	Liquidity coverage ratio (%) ¹⁰	164.99%	124.59%	308.25%	164.99%	308.25%	482.97%

Note

- Debt-equity ratio = (Debt securities+ Borrowings (other than debt securities)+Deposit+ Subordinated liabilities)/Share holders fund
- The Company is registered under the Reserve Bank of India Act, 1934 as Non-Banking Financial Company, hence these ratios are generally not applicable as per proviso to Regulation 52(4) of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015.
- Networth is calculated as defined in section 2(57) of Companies Act 2013.
- Total debt to total assets = (Debt securities+ Borrowings (other than debt securities)+Deposit+ Subordinated liabilities)/ Total assets .
- Net profit margin = Net profit after tax/ Total Income
- Capital ratio= Total Capital funds/ Risk weighted assets, calculated as per applicable RBI guidelines
- Gross NPA ratio (%)= Gross stage 3 loans/Gross Loans
- Net NPA ratio (%)= Net stage 3 loans/(Gross loans-ECL on stage 3 loans) where Net stage 3 loans = Gross stage 3 loans - ECL on stage 3 loans
- NPA Provision coverage ratio(%)= ECL on stage 3 loans/Gross stage 3 loans
- Liquidity Coverage Ratio (LCR) is calculated as per circular no. RBI/2019-20/88(DDR.NBFC (PD) CC. No. 102/03.10.001/2019-20 dated November 04,2019 issued by the Reserve Bank of India. As per the said circular, LCR is applicable from December 1, 2020
- NPA= Non-performing Assets



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Limited review report on unaudited standalone quarterly financial results and standalone year-to-date results of Shriram Transport Finance Company Limited under Regulation 33 and Regulation 52 read with Regulation 63(2) of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended

To
The Board of Directors of
Shriram Transport Finance Company Limited

1. We have reviewed the accompanying statement of unaudited standalone financial results of Shriram Transport Finance Company Limited ("the Company") for the quarter ended 31 December 2021 and for the period from 1 April 2021 to 31 December 2021 ("the Statement"), being submitted by the Company pursuant to the requirements of Regulation 33 and Regulation 52 read with Regulation 63(2) of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended ("Listing Regulations").
2. This Statement, which is the responsibility of the Company's Management and approved by the Board of Directors of the Company, has been prepared in accordance with the recognition and measurement principles laid down in the Indian Accounting Standard ("Ind AS") 34 "Interim Financial Reporting" specified in Section 133 of the Companies Act, 2013 and other accounting principles generally accepted in India and in compliance with Regulation 33 and Regulation 52 read with Regulation 63(2) of the Listing Regulations. Our responsibility is to issue a report on the Statement based on our review.
3. We conducted our review in accordance with the Standard on Review Engagements ("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 the financial results are free of material misstatement. A review is limited primarily to inquiries of company personnel and analytical procedures applied to financial data and thus provides less assurance than an audit. We have not performed an audit and 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 of unaudited standalone financial results prepared in accordance with the applicable Ind AS and other recognized accounting practices and policies has not disclosed the information required to be disclosed in terms of Regulation 33 and Regulation 52 read with Regulation 63(2) of the Listing Regulations, including the manner in which it is to be disclosed, or that it contains any material misstatement.




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5. We draw attention to Note 3 of the Statement which describes the facts that the additional Expected Credit Loss (ECL) provision on account of COVID-19 is based on the Company's historical experience, collection efficiencies post lockdown, internal assessment, and other emerging forward-looking factors on account of the pandemic. However, the actual impact may vary due to prevailing uncertainty caused by the pandemic. Further, 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. Attention is drawn to the fact that the unaudited standalone financial results of the Company for the corresponding quarter ended 31 December 2020 and period from 01 April 2020 to 31 December 2020 were reviewed by predecessor auditors whose report dated 28 January 2021, expressed an unmodified conclusion on those unaudited standalone financial results and the standalone financial statements of the Company for the year ended 31 March 2021 were audited by predecessor auditors whose report dated 29 April 2021 expressed an unmodified opinion on the standalone financial statements. Our conclusion is not modified in respect of these matters.



For Sundaram & Srinivasan
Chartered Accountants
Firm Registration Number: 0042075




P Menakshi Sundaram
Partner
ICAI Membership No: 217914
UDIN: 22217914AAAAAV1261

Place: Chennai
Date: 24 January 2022

For Khimji Kunverji & Co LLP
Chartered Accountants
Firm Registration Number: 105146W/W100621



Gautam V Shah
Partner
ICAI Membership No: 117348
UDIN: 22117348AAAAAY2190

Place: Mumbai
Date: 24 January 2022

SHIRAM TRANSPORT FINANCE COMPANY LIMITED

CIN: L65191TN1979PLC007874

Regd. Office: Sri Towers, 14A, South Phase, Industrial Estate, Gaiindy, Chennai – 600 032, Tamil Nadu.

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STATEMENT OF UNAUDITED CONSOLIDATED FINANCIAL RESULTS FOR THE QUARTER AND NINE MONTHS ENDED DECEMBER 31, 2021

(Rs. in crores)

Sr. No.	Particulars	Quarter Ended			Nine months ended		Year Ended
		31.12.2021 (Unaudited)	30.09.2021 (Unaudited)	31.12.2020 (Unaudited)	31.12.2021 (Unaudited)	31.12.2020 (Unaudited)	31.03.2021 (Audited)
	Revenue from operations						
(i)	Interest income	4,660.68	4,578.47	4,381.45	13,718.10	12,724.89	17,128.14
(ii)	Dividend income	-	-	-	-	-	-
(iii)	Rental income	0.05	0.04	0.06	0.13	0.17	0.21
(iv)	Fees and commission income	24.83	26.08	33.95	70.30	74.91	115.86
(v)	Net gain on fair value changes	61.65	71.87	0.02	167.31	4.26	21.80
(vi)	Net gain on derecognition of financial instruments under amortised cost category	67.12	-	-	168.38	58.85	58.85
(vii)	Others	13.53	21.45	22.89	49.34	63.41	95.59
(I)	Total Revenue from operations	4,827.26	4,697.86	4,438.37	14,175.56	13,026.49	17,420.45
(II)	Other income	4.47	4.95	4.75	13.08	12.85	15.95
(III)	Total Income (I+II)	4,831.73	4,702.81	4,443.12	14,188.64	13,039.34	17,436.40
	Expenses						
(i)	Finance costs	2,397.23	2,435.24	2,236.26	7,330.99	6,766.41	9,054.26
(ii)	Fees and commission expense	17.51	44.29	19.46	80.21	60.48	78.89
(iii)	Impairment on financial instruments (Refer note 5, 6 and 7)	984.27	676.20	674.71	3,100.07	2,394.76	3,118.40
(iv)	Employee benefit expenses	242.87	237.37	229.65	722.21	657.95	906.25
(v)	Depreciation, amortization and impairment	34.66	33.36	36.84	100.77	104.88	137.36
(vi)	Others expenses	232.48	235.70	257.20	654.16	614.06	863.23
(IV)	Total Expenses	3,909.04	3,662.16	3,454.12	11,988.03	10,598.54	14,158.39
(V)	Profit before exceptional items and tax (III - IV)	922.69	1,040.65	989.00	2,198.63	2,340.80	3,278.01
(VI)	Exceptional items	-	-	-	-	-	-
(VII)	Profit before tax (V + VI)	922.69	1,040.65	989.00	2,198.63	2,340.80	3,278.01
(VIII)	Tax Expense:						
(1)	Current Tax	338.66	315.66	263.70	958.90	619.36	1,197.77
(2)	Deferred Tax	(95.99)	(46.25)	(2.42)	(382.07)	(11.70)	(545.36)
(3)	Tax adjustment for earlier years	-	-	-	-	-	138.34
(IX)	Profit for the period (VII - VIII)	684.04	778.74	722.72	1,621.88	1,732.34	2,487.26
(X)	Share of Profit(loss) of associate	5.40	2.86	6.25	8.07	9.80	11.57
(XI)	Minority interest	-	-	-	-	-	-
(XII)	Net Profit after taxes, minority interest and share of profit(loss) of associate (IX+X+XI)	689.44	781.60	728.97	1,629.95	1,742.14	2,498.83
(XIII)	Other comprehensive income						
(A) (i)	Items that will not be reclassified to profit or loss						
	Remeasurement gain/(loss) on defined benefit plan	(6.78)	0.37	(0.85)	(4.02)	(0.69)	-
(ii)	Income tax relating to items that will not be reclassified to profit or loss	0.19	(0.09)	0.01	1.01	0.17	-
(iii)	Share in Other comprehensive income of Associate (net of tax)	0.01	-	(0.02)	(0.67)	0.02	0.20
	Subtotal (A)	(6.58)	0.28	(0.86)	(3.68)	(0.50)	0.20
(B) (i)	Items that will be reclassified to profit or loss						
	Cash flow hedge reserve	50.96	(12.30)	79.42	26.38	(147.71)	(124.31)
(ii)	Income tax relating to items that will be reclassified to profit or loss	(12.83)	3.07	(19.98)	(6.64)	37.18	31.29
	Subtotal (B)	38.13	(9.13)	59.44	19.74	(110.53)	(93.02)
	Other comprehensive income (A+B)	31.55	(8.85)	58.58	16.66	(111.03)	(92.82)
(XIV)	Total comprehensive income for the period (XII+XIII)	721.00	772.75	787.50	1,646.61	1,631.11	2,406.01
(XV)	Paid-up equity share capital (face value Rs. 10/- per share)	270.52	268.78	253.06	270.52	253.06	253.06
(XVI)	Other equity						21,464.23
(XVII)	Earnings per equity share (Not annualised for the interim periods)						
	Basis (Rs.)	25.59	28.81	29.80	61.57	70.72	101.44
	Diluted (Rs.)	25.59	28.81	29.80	61.57	70.72	101.44



Notes:

- 1 The above results have been reviewed by the Audit Committee and subsequently approved by the Board of Directors at their respective meetings held on January 24, 2022.
- 2 The consolidated financial results for the quarter and nine months ended December 31, 2021 have been subject to limited review by the Joint Statutory Auditors.
- 3 Post easing of lockdowns imposed by state governments due to Covid 19, there was significant increase in the economic activities which had resulted in improvement of the business operations of the Company. Hence, during the current quarter, the Company has not considered any additional Expected Credit Loss (ECL) provision on Loans on account of COVID - 19. As at December 31, 2021, additional ECL provision on Loan Assets as management overlay on account of COVID - 19 stood at Rs. 2,852.50 crores. The additional ECL provision on account of COVID - 19 is based on the Company's historical experience, collection efficiencies post lockdown, internal assessment and other emerging forward looking factors on account of the pandemic. However, the actual impact may vary due to prevailing uncertainty caused by the pandemic. The Company's management is continuously monitoring the situation and the economic factors affecting the operations of the Company.
- 4 The Company invoked resolution plans to relieve COVID-19 pandemic related stress in eligible borrowers. The resolution plans are based on the parameters laid down in the resolution policy approved by the Board of Directors of the Company and in accordance with the guidelines issued by the RBI on August 6, 2020 and May 5, 2021. The staging of accounts and provisioning for the eligible accounts where the resolution plans are invoked and implemented is in accordance with the Board Approved Policy in this regard.

Disclosure on Resolution Framework 2.0 implemented in terms of RBI circulars RBI/2021-22/31 DOR.STR.REC.11/21.04.048/2021-22 dated May 5, 2021

Sl. No	Description	Individual Borrowers		Small Businesses
		Personal Loans	Business Loans	
A	Number of requests received for invoking resolution process under Part A of the above circular	38,682	-	-
B	Number of accounts where resolution plan has been implemented under this window	16,675	-	-
C	Exposure to accounts mentioned at (B) before implementation of the plan (Rs. in crores)	608.67	-	-
D	Of (C) aggregate amount of debt that was converted into other securities (Rs. in crores)	-	-	-
E	Additional funding sanctioned, if any, including between invocation of the plan and implementation (Rs. in crores)	-	-	-
F	Increase in provisions on account of the implementation of the resolution plan (Rs. in crores)	40.82	-	-

- 5 The Board of Directors of the Company in its meeting held on 13th December, 2021 have approved a Composite Scheme of Arrangement and Amalgamation ("Scheme"), inter alia, involving amalgamation of Shriram Capital Limited (after de-merger of a few undertakings from the said Shriram Capital Limited) and Shriram City Union Finance Limited with the Company under Sections 230 to 232 and other applicable provisions of the Companies Act, 2013. The said Scheme is effective upon approval of shareholders, creditors, Hon'ble National Company Law Tribunal, Reserve Bank of India and other regulatory and statutory approvals as applicable with an appointed date of April 01, 2022. The Company has already initiated process for the approval of the Scheme by various statutory authorities.
- 6 The Company had been fully providing for the underlying loans net of its estimated realisable value in respect of which collaterals had been repossessed and not sold for more than 12 months till June 30, 2021. During the previous quarter, the company had revised its policy to fully provide for the underlying loans net of its estimated realisable value in respect of which collaterals had been repossessed and not sold for more than 6 months. Had it continued to follow the earlier policy, impairment of financial instruments for the nine months ended December 31, 2021 would have been lower by Rs. 38.05 crores and profit before tax for the same period would have been higher by Rs. 38.05 crores (net of tax of Rs. 28.47 crores).
- 7 Pursuant to RBI circular RBI/2021-22/125 DOR/STR/REC.68/21.04.048/2021-22 dated November 12, 2021, on Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances - Clarifications, the Company has revised its process of NPA classification. Had the Company followed the earlier method, the profit before tax for the quarter and nine months ended December 31, 2021 would have been higher by Rs. 354.75 crores.
- 8 Disclosure pertaining to RBI notification - RBI/DOR/2021-22/86 DOR.STR.REC.51/21.04.048/2021-22 dated 24 September, 2021

Details of transfer through assignment in respect of loans not in default during the nine months ended December 31, 2021

Count of loans accounts assigned	40,969
Amount of loan accounts assigned (Rs in crores)	924
Weighted average maturity (in months)	39
Weighted average holding period (in months)	13
Retention of beneficial economic interest	10.00%
Coverage of tangible security	100.00%
Rating wise distribution of rated loans	Not rated

The Company has not transferred or acquired any stressed loans during the nine months ended December 31, 2021.



- 9 On November 25, 2021, the Company allotted 17,36,100 Equity Shares of face value of Rs. 10/- each fully paid up issued at a premium of Rs. 1430/- per equity share to Shriram Capital Limited, Promoter of the Company upon exercise of option of conversion of 17,36,100 Warrants by Shriram Capital Limited. The Issue Price of the Warrant was Rs.1,440/- per warrant of which 25% was paid by Shriram Capital Limited on subscription of 17,36,100 warrants on July 08, 2021 and the balance 75% i.e. Rs. 1,080/- per warrant being the Warrant Exercise Price was paid by Shriram Capital Limited. The entire proceeds have been utilized for the objects of the Preferential Issue. Pursuant to allotment of the Equity Shares in the Preferential Issue, the paid-up share capital of the Company stood increased on November 25, 2021 from Rs. 2,687,836,130/- to Rs.2,705,197,130/- comprising of 270,519,713 equity shares of face value of Rs.10/- each and securities premium reserve by Rs. 248.26 crores.
- 10 The Board of Directors in their meeting held on October 29, 2021 declared interim equity dividend of 80% (Rs. 8/- per equity share of nominal face value of Rs. 10/- each fully paid up) for the financial year 2021-22, amounting to Rs. 215,02,68,904 (gross) subject to deduction of tax at source as per the applicable rate(s) to the eligible shareholders. The record date for payment of interim equity dividend was November 10, 2021. The interim dividend was paid to eligible shareholders on November 24, 2021.
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- 12 The Code on Social Security, 2020 (the Code) has been enacted, which would impact contribution by the Company towards Provident Fund and Gratuity. The effective date from which changes are applicable is yet to be notified and the rules thereunder are yet to be announced. The actual impact on account of this change will be evaluated and accounted for when notification becomes effective.
- 13 The Company's secured non-convertible debentures are secured by specific assets covered under hypothecation loan agreements and by way of exclusive charge and mortgage of immovable property and with a cover of 100% and above as per the terms of issue.
- 14 The Company operates in a single reporting segment i.e. financing. Its associate is primarily engaged in the business of facilitation service. Since, it does not meet the quantitative thresholds laid down under the Ind AS 108 – "Operating segments" for reportable segments, it has not been considered for segment reporting.
- 15 The figures for the previous quarter/period have been regrouped / rearranged wherever necessary to conform to the current period presentation.

Place : Mumbai
Date : January 24, 2022



By order of the Board
For Shriram Transport Finance Company Limited

Umash Revankar
Vice Chairman & Managing Director
DIN: 00141189

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Chartered Accountants
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Limited review report on unaudited consolidated quarterly financial results and consolidated year-to-date results of Shriram Transport Finance Company Limited under Regulation 33 read with Regulation 63(2) of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended

To
The Board of Directors of
Shriram Transport Finance Company Limited

1. We have reviewed the accompanying statement of unaudited consolidated financial results of Shriram Transport Finance Company Limited ("the Parent" or "the Company") and its share of the net profit after tax and total comprehensive income of its associate namely Shriram Automall India Limited for the quarter ended 31 December 2021 and for the period from 1 April 2021 to 31 December 2021 ("the Statement"), being submitted by the Parent pursuant to the requirements of Regulation 33 read with Regulation 63(2) of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended ("Listing Regulations").
2. This Statement, which is the responsibility of the Parent's Management and approved by the Parent's Board of Directors, has been prepared in accordance with the recognition and measurement principles laid down in the Indian Accounting Standard ("Ind AS") 34 "Interim Financial Reporting" prescribed under Section 133 of the Companies Act, 2013 and other accounting principles generally accepted in India and in compliance with Regulation 33 read with Regulation 63(2) of the Listing Regulations. Our responsibility is to express a conclusion on the Statement based on our review.
3. We conducted our review in accordance with the Standard on Review Engagements ("SRE") 2410, "Review of Interim Financial Information Performed by the Independent Auditor of the Entity" issued by the Institute of Chartered Accountants of India. A review of interim financial information 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.

We also performed procedures in accordance with the circular Issued by the SEBI under Regulation 33(8) of the Listing Regulations, as amended, to the extent applicable.

4. The Statement includes the result of the following entities:

Name of the entity	Relationship
Shriram Automall India Limited	Associate



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5. Based on our review conducted and procedures performed as stated in paragraph 3 above and based on the consideration of the review reports of the other auditors referred to in paragraph 7 below, 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 the aforesaid Ind AS and other accounting principles generally accepted in India, has not disclosed the information required to be disclosed in terms of Regulation 33 read with Regulation 63(2) of the Listing Regulations, including the manner in which it is to be disclosed, or that it contains any material misstatement.
6. We draw attention to Note No. 3 of the Statement which describes the facts that the additional Expected Credit Loss (ECL) provision on account of COVID-19 is based on the Company's historical experience, collection efficiencies post lockdown, internal assessment and other emerging forward-looking factors on account of the pandemic. However, the actual impact may vary due to prevailing uncertainty caused by the pandemic. Further, 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.
7. The Statement also includes the Parent's share of net profit after tax of Rs. 5.40 crore (before consolidation adjustment) and Rs. 8.07 crore (before consolidation adjustment) and total comprehensive income of Rs. 5.41 crore (before consolidation adjustment) and Rs 8.00 crore (before consolidation adjustment) for the quarter ended 31 December 2021 and for the period 1 April 2021 to 31 December 2021 respectively, as considered in the Statement, in respect of one associate, whose financial results have not been reviewed by us. These financial results have been reviewed by other auditors whose reports have been furnished to us by the Management and our conclusion on the Statement, in so far as it relates to the amounts and disclosures included in respect of this associate, is based solely on the reports of the other auditors and the procedures performed by us as stated in paragraph 3 above. Our conclusion on the Statement is not modified in respect of this matter.



Sundaram & Srinivasan
Chartered Accountants
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Alwarpet,
Chennai 600 018

Khimji Kunverji & Co LLP
Chartered Accountants
Sunshine Tower, Level 19
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8. Attention is drawn to the fact that the unaudited consolidated financial results of the Company for the corresponding quarter ended 31 December 2020 and period from 01 April 2020 to 31 December 2020 were reviewed by predecessor auditors whose report dated 28 January 2021, expressed an unmodified conclusion on those unaudited consolidated financial results and the consolidated financial statements of the Company for the year ended 31 March 2021 were audited by predecessor auditors whose report dated 29 April 2021 expressed an unmodified opinion on the consolidated financial statements. Our conclusion is not modified in respect of these matters.



For Sundaram & Srinivasan
Chartered Accountants
Firm Registration No.: 004207S




P Menakshi Sundaram
Partner
ICAI Membership No: 217914
UDIN: 22217914AAAAAU8302

Place: Chennai
Date: 24 January 2022

For Khimji Kunverji & Co LLP
Chartered Accountants
Firm Registration No.: 105146W/W100621

Gautam V Shah
Partner
ICAI Membership No: 117348
UDIN: 22117348AAAAAX7295

Place: Mumbai
Date: 24 January 2022

ANNEXURE VII: KEY TERMS**Part A*****1. Events of Default (including manner of voting/ conditions) including conditions of breach***

If one or more of the events specified below, have occurred and if in the opinion of the Debenture Holders the same is capable of being cured is not cured at the end of the cure period (as applicable) the same shall be considered as an Event of Default:

- (a) Default is committed in payment of the principal amount of the Debentures on the Due Date(s);
- (b) Default is committed in payment of any Coupon on the Debentures on the Due Date(s);
- (c) Default/ breach is committed with respect to any security (as defined under Securities Contract Regulation Act, 1956) issued by the Company of whatsoever nature and by whatever name called
- (d) Default is committed in the performance or observance of any covenant, condition or provision contained in these presents, the Transaction Documents (other than the obligation to pay principal and interest and other specific Events of Default specified herein). No Event of Default, (except covenant with respect to Sanction Clause will occur under this Sub-Clause (d) if the failure to perform or observe is: (a) capable of remedy; and (b) remedied, within 30 (thirty) days of the date of occurrence of such event, to the satisfaction of the Debenture Trustee;
- (e) If the Company fails to create a charge or perfect a charge on the Secured Assets as contemplated in this Deed or within such time as stipulated under the Transaction Documents;
- (f) The Company commits any act of bankruptcy, insolvency, suspends payment to any of its creditors, or if any petition of insolvency, bankruptcy or winding up is filed by or against the Company and which petition is not withdrawn within 7(seven) days of being admitted;
- (g) Any Financial Indebtedness of the Company becomes due prior to its stated maturity by reason of default of the terms thereof or any such Financial Indebtedness is not paid at its stated maturity or there is a default in making payments due under any guarantee or indemnity given by the Company in respect of the Financial Indebtedness of any person and/or (i) any commitment for any Debt of the Company, as the case may be, is cancelled or suspended by a creditor as a result of an event of default (however described); (ii) any creditor of the Company, as the case may be, becomes entitled to declare any Debt due and payable prior to its specified maturity as a result of an event of default (however described)
- (h) The Security ceases to enure to the benefit of the Debenture Trustee;
- (i) If any circumstances have occurred which make it improbable for the Company to fulfil their obligations under these presents or the Transaction Documents
- (j) Any information given by the Company in the reports and other information furnished by the Company and the representation and warranties given/deemed to have been given in this Deed or any other related documents by it to the Debenture Trustee is misleading or incorrect in any material respect
- (k) In the event the Company is unable to maintain the stipulated Security Cover;
- (l) If the Company creates any Encumbrance on the Secured Assets without the consent of the Trustee or if in the opinion of the Debenture Trustee, the Security provided for the benefit of Debenture Holders is in jeopardy;
- (m) If in the opinion of the Debenture Trustee, the Security or the interest of the Debenture Holders may be adversely affected and constitutes a Material Adverse Effect. No Event of Default will occur under this Sub-Clause (m) if the Material Adverse Effect is in the opinion of Debenture Trustee (a) capable of remedy; and (b) is remedied, within 7 (seven) days of the date of occurrence of such event which results in Material Adverse Effect, to the satisfaction of the Debenture Trustee;
- (n) Occurrence of force majeure events like fire, flood, earthquake, strike, lock out, civil unrest, terror attacks etc. due to which there is any material damage to the Security in the sole opinion of the Debenture Trustee;
- (o) If the Company fails to comply with any licence requirements and becomes subject to a Material Adverse Effect;
- (p) One or more of the events, conditions or circumstances shall exist or shall have occurred which has had, or in the reasonable judgment of the Debenture Trustee, could be reasonably expected to have a Material Adverse Effect;
- (q) If there is any misrepresentation, fraudulent act or wilful default or unlawfulness by the Company;

- (r) If Company is unable to pay its Debts or has admitted in writing its inability to pay its Debts as they mature or is unable to pay any sum due from it under any final judgment or any final order made or given by a court of competent jurisdiction or proceedings for taking it into liquidation, winding up or dissolution either voluntarily or compulsorily, may be or have been commenced and/or Company merges into or amalgamates with any other entity and/or consolidates, reorganizes (including reorganization of its capital) in the manner prejudicial to the interest of the Debenture Holders except as otherwise allowed under this Deed or moratorium is declared in respect of any Financial Indebtedness of any of the Company or in relation to the Company;
- (s) A Receiver or a liquidator has been appointed or allowed to be appointed of all or any part of the undertaking of the Company;
- (t) If, an attachment or distraint has been levied on the Secured Assets or any part thereof certificate proceedings have been taken or commenced for recovery of any dues from the Company;
- (u) The Company without the consent of the Debenture Holders ceases or threatens to cease to carry on its business or gives notice of its intention to do so
- (v) If the Company is carrying on business at a loss and it appears to the Debenture Trustee that continuation of its business will endanger the security hereby created or by any other related document or stops, suspends or threatens to stop payment of all or any of its Debts or proposes or makes an agreement for the deferral, rescheduling or other readjustment of all or any of its Debts or proposes or makes a general assignment or an arrangement or composition with or for the benefit of the relevant creditors in respect of any of such Debts;
- (w) If the Debentures are not listed on BSE Limited ("BSE") within 4 (four) days from the closure of the Issue;
- (x) If the Debentures are delisted from BSE before their date of redemption, as stipulated in the Debenutre Trust Deed;
- (y) It is unlawful for the Company to perform or comply with any one or more of its obligations under this Deed or any other Transaction Documents;
- (z) Any step is taken by Governmental Authority or agency or any other competent authority, with a view to the seizure, compulsory acquisition, expropriation or nationalization of all or (in the opinion of the Debenture Trustee) a material part of the assets of the Company;
- (aa) Repudiation of any Transaction Documents;
- (bb) The Transaction Documents or any material provision hereof or thereof except as otherwise expressly permitted hereunder, ceases to be in full force and effect except at the stated termination date thereof, or shall be assigned or otherwise transferred or is revoked, declared void, or prematurely terminated by any party thereto (other than with the prior written consent of the Debenture Trustee acting on the instructions of Debenture Holders);
- (cc) Any litigation, arbitration, investigative, regulatory, governmental or administrative proceeding which could reasonably be expected to have Material Adverse Effect on the Company. No Event of Default shall occur under Sub-Clause (cc) in respect of any litigation, arbitration, investigative, regulatory, governmental or administrative proceeding that is withdrawn or dismissed or stayed within 30 (thirty) days from the date of institution of such litigation, arbitration, investigative, regulatory, governmental or administrative proceeding;
- (dd) Downgrade in the local credit rating of the Company to AA- or lower or withdrawal of rating of the Company from any rating agency during the entire tenor of the Debentures;
- (ee) Any claim by tax authorities which in the opinion of Debenture Trustee could result in Material Adverse Effect;
- (ff) A special resolution has been passed by the members of the Company for winding up of the Company;
- (gg) If, distress, an attachment or distraint, execution or other legal process has been levied or sued out on or the material part of the Hypothecated Assets or any part thereof or certificate proceedings have been taken or commenced for recovery of any dues from the Company;
- (hh) The Company is unable to pay its debts within the meaning of Section 271 of the Act or if the Company is carrying on business at a loss and it appears to the Debenture Trustee that continuation of its business will endanger the security hereby created; If it is certified by an accountant or a firm of accountants appointed by the Debenture Trustee that the liabilities of the Company exceed its assets;
- (ii) If the Company, shall without the previous consent in writing of the Debenture Trustee, make or attempt to make any alteration in the provisions of its Memorandum and/or Articles of Association which might in the opinion of the Debenture Trustee detrimentally affect the interests of the Debenture Holder(s)/Beneficial Owner(s) and shall

upon demand by the Debenture Trustee refuse or neglect or be unable to rescind such alteration;

- (jj) Any indebtedness of the Company for borrowed monies i.e. indebtedness for and in respect of monies borrowed or raised by whatever means becomes due prior to its stated maturity by reason of default of the terms thereof or any such indebtedness is not paid at its stated maturity or there is a default in making payments due under any guarantee or indemnity given by the Company in respect of the indebtedness of borrowed monies of any person, which has adverse effect on the ability of the Issuer to make any payments in relation to the Debentures;
 - (kk) any event occurs which under the laws of any relevant jurisdiction has an analogous effect to any of the foregoing Events of Default.
2. In any Event of Default or any event which, after notice or lapse of time, or both, would constitute an Event of Default has happened, the Debenture Trustee shall, forthwith shall send a notice to the Debenture Holder(s) (along with a copy marked to the Company) forthwith, but within no later than 1 (One) Business Day of the Event of Default by: (1) registered post/ acknowledgement due; or (2) speed post/ acknowledgement due or courier; (3) or hand delivery with proof of delivery; and (4) also through e-mail as a text or as an attachment to e-mail with a notification including a read receipt, and proof of dispatch of such notice or email, shall be maintained.
- (a) The notice shall contain the following:
 - (i) request for negative consent for proceeding with the enforcement of Security;
 - (ii) request for positive consent for signing of the ICA;
 - (iii) the time period within which the consent needs to be provided by the Debenture Holder(s), viz. consent to be given within 15 (Fifteen) days from the date of notice or such revised timelines as prescribed under Applicable Law; and
 - (iv) the date of meeting to be convened (which shall be within 30 (Thirty) days of the occurrence of Event of Default).

Provided that in case the Event of Default is cured between the date of notice and the date of meeting, then the convening of such a meeting may be dispensed with.
 - (b) The Debenture Trustee shall take necessary action of either enforcing the Security or entering into the ICA or take any other action as decided in the meeting of Debenture Holder(s) based on the decision of the majority of Debenture Holder(s), including the decision of formation of a representative committee of the Debenture Holder(s) to participate in the ICA or to enforce the Security or as may be decided in the meeting of Debenture Holder(s). Such a committee, if decided to be formed, may comprise of the designated members representing the interest of the persons that are holding the Debentures of a particular ISIN (“**ISIN Level Debenture Holders**”), and be responsible to take decisions which shall be binding on the specific ISIN Level Debenture Holders relating to ICA matters, or in relation to enforcement of the Security, or take any other action as may be decided by the Debenture Holder(s), from time to time.
 - (i) For the purpose of this Clause, the consent of the “majority of Debenture Holders” shall mean the approval of not less than 75% (Seventy Five Percent) of the Debenture Holders by value of the outstanding Debentures and 60% (Sixty Percent) of the Debenture Holders by number.
 - (ii) Subject to Applicable Law, the convening of such a meeting may be dispensed with in the event that the majority of Debenture Holders so desire and inform the Debenture Trustee of the same in writing.
 - (c) The Debenture Trustee(s) may in accordance with the decision of the Debenture Holder(s), sign the ICA and consider the resolution plan, if any, on behalf of the Debenture Holder(s)/ Beneficial Owners in accordance with the requirements under the extant RBI guidelines, SEBI circulars, guidelines and other Applicable Laws.
3. On and at any time after the occurrence of an Event of Default and for so long as an Event of Default is subsisting, the Debenture Trustee (acting on the instructions of the Majority Debenture Holders), shall also be entitled to exercise any of the powers mentioned below:
- (a) to enter upon and take possession of the Hypothecated Assets;
 - (b) sell the assets falling under the description of Secured Assets and take any action relating to transfer, assignment and novation of rights in relation to the Secured Assets to any third party in accordance with Applicable Law;

- (c) call back all outstanding Redemption Amounts and the Amounts Due, whereby the outstanding Redemption Amount together with all other Amounts Due shall, forthwith, become due and payable to the Debenture Holders, along with default interest, as may be applicable, without any further notice(s) of any kind and for this purpose the Debenture Trustee will be entitled to call upon the Company to redeem the Debentures, and the Debenture Trustee shall thereupon have the right to exercise any and all rights specified in the Transaction Documents including without limitation enforce the Security created on the Secured Assets under the Transaction Documents. The Company agrees and confirms that the amount of default interest payable by the Company as per this Clause is a computation of the genuine pre-estimate of damages that may be suffered by the Debenture Holders on account of the default on the part of the Company and is not in form of penalty;
 - (d) to appoint a sales agent for sale of the whole or part of the Secured Assets at a discounted rate or alternatively the Debenture Trustee shall have a right to swap these Secured Assets against the repayment of Redemption Amount and the Amounts Due payable to it at a value determined by the Debenture Trustee;
 - (e) to execute documents for sale, assignment or transfer of the Secured Assets in exercise of the power of sale herein contained or transfer of mortgage or other assurance, required to be executed by the Debenture Trustee;
 - (f) appoint any independent agency to inspect and examine the working of the Company and give a report thereof to the Debenture Trustee. The Company shall extend full cooperation and provide necessary assistance to such agency and bear all costs and expenses of the examination including the professional fees and travelling and other expenses;
 - (g) to review the business and management set-up of the Company and suggest changes which the Company shall implement;
 - (h) to disclose particulars of defaults to CIBIL or any other agency at their discretion;
 - (i) require the Company to appoint monitoring accountant and a reputable auditor acceptable to the Debenture Trustee as an internal/concurrent auditor as per the terms of the Deed;
 - (j) cause the Company to issue debentures to third parties of the Debenture Trustee's choice for repayment of the Debentures;
 - (k) seize and solely operate all bank accounts of the Company, where such Hypothecated Assets may be deposited/ received and appropriate all monies lying therein;
 - (l) determine utilisation of the surplus cash of the Company;
 - (m) prevent the Company from expansion, diversification, merger or acquisition;
 - (n) freely assign all rights under this Deed and/or the Transaction Documents;
 - (o) to appoint a nominee director as per point 7 below; and
 - (p) exercise such other rights as the Debenture Trustee may deem fit under Applicable Law.
4. All expenses incurred by the Beneficial Owners(s)/Debenture Trustee after an Event of Default has occurred in connection with:
- (a) preservation of the Secured Assets (whether then or thereafter existing); and
 - (b) collection of Amounts Due under this Deed,
- shall be payable by the Company.
5. The Debenture Trustee after obtaining consent of Debenture Holder(s) for enforcement shall inform the designated stock exchange seeking release of the recovery expense fund. The Debenture Trustee shall follow the procedure set out in the SEBI REF Circular for utilisation of the recovery expense fund and be obligated to keep proper account of all expenses, costs including but not limited to legal expenses, hosting of meetings etc., incurred out of the recovery expense fund towards enforcement of Security.
6. All expenses over and above those met from the recovery expense fund incurred by Debenture Trustee / Debenture Holders, including in connection with: (i) preservation or enforcement of the Security Interest; and (ii) collection of amounts due under this Deed and the other Transaction Documents, shall be borne by the Company.
7. Nominee Director

The Debenture Trustee shall have a right to appoint a nominee director on behalf of the Debenture Holders on the Board of Directors of the Company (hereinafter referred to as the "Nominee Director") in terms of the SEBI (Debenture Trustee) Regulations, 1993 applicable from time to time. The right to appoint the Nominee Director shall be exercised by the Debenture Trustee in case of an Event of Default including occurrence of any of the following events:

- (a) 2 (two) consecutive defaults in payment of interest to the Debenture holders
- (b) default in creation of Security for Debentures
- (c) any default on the part of the Company in redemption of the Debentures;

The Nominee Director so appointed shall not be liable to retire by rotation nor shall be required to hold any qualification shares. The Company shall promptly appoint the Nominee Director forthwith on receiving a nomination notice from the Debenture Trustee.

The Company shall take steps to amend its Articles of Association for the purpose, if necessary.

Part B

1. All covenants of the issue (including side letters, accelerated payment clauses)

1.1 Company Covenants

The Company undertakes and covenants that:

- (a) That the Company shall execute all such deeds, documents and assurances and do all such acts and things as the Debenture Trustee may reasonably require for exercising the rights under the Transaction Documents and the Debentures or for effectuating and completing the security intended to be hereby created and shall from time to time and at all times after the security hereby constituted shall become enforceable, execute and do all such deeds, documents, assurance, acts, and things as the Debenture Trustee may require for facilitating realisation of the Secured Assets and for exercising all the powers, authorities and discretions hereby conferred on the debenture trustee or any receiver and in particular the Company shall execute all transfers, conveyances, assignments and assurance of the Secured Assets whether to the Debenture Trustee or to their nominees and the Debenture Trustee be and is hereby authorized to give notices or directions to any person including Government authorities or file any application with the Government authorities in the name of Company to sell or realized the Secured Assets in the Event of Default which is not rectified as mentioned in the Debenture Trust Deed.
- (b) The Company shall ensure that the Security Cover as stipulated in the Transaction Documents in relation to the Debentures has been maintained at all times.
- (c) That the Company hereby undertakes to irrevocably and unconditionally indemnify the Debenture Holders and keep the Debenture Holders indemnified for any expenses, costs, losses, claims, actions, damages arising out or in connection with any breach of our representations and/or warranties and/or covenants hereof or any misrepresentation hereof.
- (d) Subject to the provisions of the Debenture Trust Deed, the Company shall be entitled to make further issue of debentures and/or raise further loans and/or avail of further deferred payment/guarantee facilities from time to time for such amounts and from such persons/public financial institutions/banks or any other financial corporations or body corporate as it may deem fit and create charge over its assets in relation to the same. Provided that at the time of raising such further issue of debentures and/or further term loans and/or availing deferred payment credit/guarantee facilities the Company maintains the Security Cover stipulated in the Transaction Documents.

1.2 General Covenants

The Company undertakes and covenants that, the Company will at all times during the term of the Debentures (except as may otherwise be previously agreed in writing by the Debenture Trustee):

- (a) That the Company shall at all times comply with Applicable Law and carry on and conduct its business with due diligence and efficiency and in accordance with sound engineering, technical, managerial and financial standards and business practices with qualified and experienced management and personnel;
- (b) Utilise the monies received towards subscription of the Debentures for onward lending to grow the asset book,

financing vehicles such as “commercial vehicle” and other activities as disclosed in the Debenture Trust Deed, the Placement Memorandum. The Company shall also furnish to the Debenture Trustee a certificate from the Company's statutory auditors (as may be required under Applicable Law) in respect of the utilisation of funds raised by the issue of the Debenture. In addition to the above, upon completion of each financial year, the Company shall furnish to the Debenture Trustee a statement/certificate showing the manner in which the said monies have been utilized from the auditor;

- (c) The Company shall maintain the Security Cover as required in terms of the Transaction Documents.
- (d) Keep proper books of account as required by the Act and therein make true and proper entries of all dealings and transactions of and in relation to the Secured Assets and the business of the Company and keep the said books of account and all other books, registers and other documents relating to the affairs of the Company at its registered office or, where permitted by law, at other place or places where the books of account and documents of a similar nature may be kept and the Company will ensure that all entries in the same relating to the Secured Assets and the business of the Company shall at all reasonable times be open for inspection of the Debenture Trustee and such person or persons as the Debenture Trustee shall, from time to time, in writing for the purpose, appoint with prior written notice to the Company;
- (e) Give to the Debenture Trustee or to such person or persons as aforesaid such information as they or he or any of them shall require as to all matters relating to the business, property and affairs of the Company and at the time of the issue thereof to the shareholders of the Company furnish to the Debenture Trustee three copies of every report, balance sheet, profit and loss account, circulars or notices, issued to the Shareholders and the Debenture Trustee shall be entitled, if they think fit, from time to time, to nominate a firm of chartered accountants to examine the books of account, documents and property of the Company or any part thereof and to investigate the affairs thereof and the Company shall allow any such accountant or agent to make such examination and investigation and shall furnish him with all such information as he may require and shall pay all costs, charges and expenses of and incidental to such examination and investigation;
- (f) Punctually pay all rents, royalties, taxes, rates, levies, cesses, assessments, insurance premium with respect to the Security, impositions and outgoings, governmental, municipal or otherwise imposed upon or payable by the Company as and when the same shall become payable and when required by the Debenture Trustee produce the receipts of such payment and also punctually pay and discharge all debts and obligations and liabilities which may have priority over the security created hereunder and observe, perform and comply with all covenants and obligations which ought to be observed and performed by the Company in respect of or any part of the Secured Assets;
- (g) Forthwith give notice in writing to the Debenture Trustee of commencement of any proceedings, order directly affecting the Secured Assets;
- (h) Diligently preserve its corporate existence and status and all rights, contracts privileges, franchises and concessions now held or hereafter acquired by it in the conduct of its business and that it will comply with each and every term of the said franchises and concessions and all acts, rules, regulations, orders and directions of any legislative, executive, administrative or judicial body applicable to the Secured Assets or any part thereof PROVIDED THAT the Company may contest in good faith the validity of any such acts, rules, regulations, orders and directions and pending the determination of such contest may postpone compliance therewith if the rights enforceable under the Debentures or the security of the Debentures is not thereby materially endangered or impaired. The Company will 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 principal of or interest on the Debentures might or would be hindered or delayed;
- (i) Reimburse all sums paid or expenses incurred by the Debenture Trustee or any Receiver, attorney, manager, agent or other person appointed by the Debenture Trustee for all or any of the purposes mentioned in these presents immediately on receipt of a notice of demand from them in this behalf. All such sums shall carry interest at the rate of 20% (Twenty percent) per annum as from the date when the same shall have been advanced, paid or become payable or due and as regards liabilities, the Company will, on demand, pay and satisfy or obtain the releases of such persons from such liabilities and if any sum payable under this Clause shall be paid by the Debenture Trustee, the Company shall, forthwith on demand, reimburse the same to the Debenture Trustee. Until payment or reimbursement of all such sums, the same shall be a charge upon the Secured Assets in priority to the charge securing the Debentures;

- (j) Shall inform the Debenture Trustee with respect to any change in the nature and conduct of business by the Company before such change is undertaken by the Company. Provided that the Company shall be required to inform the Debenture Trustee in respect of such change at the same time when any information in relation to any such change is disclosed to BSE;
- (k) Promptly inform the Debenture Trustee if it has notice of any application for winding up having been made or any statutory notice of winding up under the Act or otherwise of any suit or other legal process intended to be filed or initiated against the Company and/affecting the title to the Company's properties or if a receiver is appointed of any of its properties or business or undertaking;
- (l) Promptly inform the Debenture Trustee of any event likely to have a substantial effect on the Company's profits or business and of any material changes in the rate of production or sales of the Company with an explanation of the reasons therefore;
- (m) Promptly inform the Debenture Trustee of any loss or damage which the Company may suffer due to any force majeure circumstances or act of God, such as earthquake, flood, tempest or typhoon, etc. against which the Company may not have insured its properties;
- (n) Not undertake or permit any merger, consolidation, reorganisation scheme or arrangement or compromise with its creditors or shareholders or effect any scheme of amalgamation or reconstruction without informing the Debenture Trustee;
- (o) Furnish quarterly/annual report to the Debenture Trustee containing the following particulars:
 - (i) periodical status/performance reports from the Company within 7 (Seven) days of the relevant board meeting or within 45 (Forty Five) days of the respective quarter whichever is earlier;
 - (ii) Un-audited or audited quarterly financial statements, within 45 (forty-five) days from the end of the previous quarter;
 - (iii) updated list of the names and addresses of the Debenture Holders;
 - (iv) details of the interest/ coupon/ premium due, but unpaid and reasons thereof;
 - (v) details of payment of interest made on the Debentures in the immediately preceding calendar quarter;
 - (vi) the number and nature of grievances pending at the beginning of the quarter, the number and nature of grievances received from the Debenture Holders during the quarter and resolved/disposed off by the Company in the quarter and those remaining unresolved by the Company and the reasons for the same by the Company;
 - (vii) certificate on quarterly basis from the Director/ Managing Director of the Company certifying the value of the Hypothecated Assets;
 - (viii) Certificate from the independent chartered accountant on quarterly basis certifying the value of the Hypothecated Assets;
 - (ix) A statement that those assets of the Company which are available by way of security are sufficient to discharge the claims of the Debenture Holders as and when they become due;
 - (x) Statement that the quarterly compliance report on corporate governance (if applicable) has been submitted to the stock exchange, in the format prescribed by SEBI, within the time lines prescribed in the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015.
 - (xi) Details with respect to the implementation of the conditions regarding creation of Security for the Debentures, debenture redemption reserve and recovery expense fund;
 - (xii) details with respect to defaults, if any, with regard to payment of interest or redemption of Debentures;
 - (xiii) reports on the utilization of funds raised by the Issue of Debentures;

- (xiv) details with respect to the assets of the Company and of the guarantors, if any, 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;
 - (xv) 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;
 - (xvi) details regarding monitoring of utilisation of funds raised in the issue of Debentures;
 - (xvii) submitting such information, as required by the debenture trustee in accordance with the Applicable Law;
 - (xviii) any breach of the terms of issue of Debentures or covenants of this Deed or the Transaction Documents; and
 - (xix) Such other information as required under SEBI NCS Regulations and/or SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 and / or the SEBI Operational Circular and/or SEBI (Debenture Trustee Regulations), 1993, as amended from time to time, and under other Applicable Law and such other information, as required by the Debenture Trustee.
- (p) Furnish to the Debenture Trustee a certificate on a half-yearly basis from the statutory auditor regarding maintenance of the Security Cover, certifying the value of the Hypothecated Assets charged in favour of the Debenture Trustee for securing the Debentures and compliance with the covenants set out in the Placement Memorandum, along with the half-yearly financial results;
 - (q) Promptly inform the Debenture Trustee about any change in the composition of its board of directors which may amount to change in control as defined in Securities Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, as amended from time to time.
 - (r) Promptly and expeditiously attend to and redress the grievances, if any, of the Debenture Holders. The Company 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 Trustees and shall advise the Debenture Trustees periodically of the compliance.
 - (s) Comply with all the provisions, including furnishing of all such information as mentioned in the Securities and Exchange Board of India (Debenture Trustee) Regulations, 1993, the SEBI NCS Regulations, the SEBI Operational Circular, the simplified listing agreement issued in terms of notification CIR/CFD/CMD/6/2015, issued by the SEBI and as amended from time to time, the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, the Companies Act, 2013 and rules framed thereunder as amended from time to time and/or any other notification, circular, press release issued by the SEBI/Reserve Bank of India, from time to time (hereinafter collectively referred to as the "Guidelines"). The Debenture Trust Deed is also subject to such guidelines as may be issued by SEBI, Government of India, such other statutory or regulatory authorities from time to time;
 - (t) The Company hereby agrees, confirms and undertakes that in the event the Company has failed to make a timely repayment of the Debenture Obligations or to create a charge on the Secured Assets or there is a revision of rating assigned to the Debentures, the Debenture Trustee shall, be entitled to disclose the information to the Debenture Holders and the general public by issuing a press release, placing the same on their websites and with the credit rating agencies;
 - (u) Shall submit details of all orders, directions, notices, of any court/Tribunal affecting or likely to affect the Secured Assets;
 - (v) Shall submit to the Debenture Trustee, a copy of all notices, resolutions and circulars relating to:
 - (i) new issue of non-convertible debt securities at the same time as they are sent to shareholders/ holders of non-convertible debt securities;
 - (ii) 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;

- (w) The Company shall notify the Debenture Trustee of any Event of Default or potential Event of Default (and the steps, if any, being taken to remedy it) promptly upon becoming aware of its occurrence;
- (x) Maintain and keep in proper order, repair and in good condition the Secured Assets. In case the Company fails to keep in proper order, repair and in good condition, the Secured Assets or any part thereof, then, in such case, the Debenture Trustee may, but shall not be bound to, maintain in proper order or repair or condition the Secured Assets or any part thereof and any expense incurred by the Debenture Trustee and their costs and charges therefore shall be reimbursed by the Company.
- (y) Insure and keep insured upto the replacement value thereof (including surveyor's and architect's fees) the Secured Assets (if and only if there is any super structure or building erected thereon) against fire, theft, lightning, explosion, earthquake, strike, lock out, civil commotion, storm, tempest, flood, marine risk, erection risk, war risk and such other risks and shall duly pay all premia and other sums payable for the purpose. The insurance in respect of the Secured Assets shall be taken in the name of the Company. The Company shall keep the insurance policies and renewals thereof with the Debenture Trustee. In the event of failure on the part of the Company to insure the Secured Assets or to pay the insurance premia or other sums referred to above, the Debenture Trustee may but shall not be bound to get the Secured Assets insured or pay the insurance premia and other sums referred to above which shall be reimbursed by the Company .
- (z) Permit the Debenture Trustee and such person, as they shall, from time to time in writing for that purpose appoint to enter into or upon and to view the state and condition of all the Secured Assets and/or to ensure that the Secured Assets are free from any kind of Encumbrance (except as provided in the Debenture Deed) and pay all travelling, hotel and other expenses of any person whom the Debenture Trustee may depute for the purpose of such inspection and if the Debenture Trustee shall, for any reason, decide that it is necessary to employ an expert, to pay the fees and all travelling, hotel and other expenses of such expert;
- (aa) Except as permitted in terms of the Debenture Deed, not sell or dispose of the Secured Assets or any part thereof or create thereon any mortgage, lien or charge by way of hypothecation, pledge or otherwise howsoever or other encumbrance of any kind whatsoever to the intent and purpose that the Secured Assets and all parts thereof shall remain and continue to remain free from any further encumbrances whatsoever during the continuance of these presents and/or shall not part with the possession of the relevant title documents in relation to Secured Assets;
- (bb) The Company shall furnish all information as may be required by the Debenture Trustee as may be required by it for the purpose of effective discharge of its duties under Applicable Law and the terms of the Debenture Trust Deed, including copies of reports, balance sheets, profit and loss accounts etc.;
- (cc) The Company hereby confirms, agrees and undertakes that:
 - (i) that it shall promptly inform the Debenture Trustee of any event or circumstance which may have a Material Adverse Effect on the Secured Assets; and
 - (ii) it shall take such appropriate measures in respect of (i) above, as may be advised by the Debenture Trustee from time to time, including executing such agreements/documents as may be required by the Debenture Trustee to secure its interest with respect to the Debentures issued.
- (dd) The Company shall promptly notify the Debenture Trustee and the Debenture Holders of any corporate action by the Company which may have any dilutive effect on the value of the Security and shall ensure to immediately (and prior to the effective date of the proposed corporate action) take all actions necessary to ensure that there is no reduction in the Security Cover as a result of such proposed corporate action and to otherwise protect and maintain the value of the Security therein;
- (ee) The Company shall file a copy of the Debenture Trust Deed along with a duly completed CHG-9 prescribed under the Act, with the Registrar of Companies at Chennai along with the requisite filing fee within the prescribed period, without payment of penalty and shall deliver a copy thereof to the Debenture Trustee;
- (ff) The Company hereby confirms and undertakes that it shall comply with all corporate related conditions/obligations in relation to the issue of Debentures as contained in the Transaction Documents;
- (gg) Upon occurrence of Event of Default, any loan to the Company from any of the members of the Company group/promoters/Affiliates/ any Person shall be subordinate to the Debentures and will not be repaid until the

Debentures have been completely repaid with no outstanding Redemption Amount or Debenture Obligations;

(hh) The Company shall not, without the prior written approval of the Debenture Trustee:

- (i) wind up, liquidate or dissolve its affairs;
- (ii) make any amendments to the memorandum and articles of association;
- (iii) effect any change in the accounting methods or policies, and in case any such change is made on account of Applicable Law, then the Company shall give a prior intimation to the Debenture Trustee before making such change;
- (iv) enter into any compromise or arrangement or settlement with any of its secured creditors that would prejudicially affect the interests of the Debenture Holders;
- (v) enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise Encumber or dispose the Secured Assets or any part thereof;
- (vi) avail any further debt or investment or any other facility in the event an Event of Default is in existence;
- (vii) effect any change in the capital structure of the Company by way of issuance of new equity shares, preference shares or warrants or any other instrument/security with the same effect;
- (viii) change the nature and conduct of business of the Company or undertake any new business or any diversification other than its current business; and
- (ix) commit or omit any act which may prejudice the interests of the Debenture Trustee/Debenture Holders with respect to the Issue; and

(ii) Anti-corruption law:

- (i) The Company shall not and shall ensure that no other member of the Group will directly or indirectly use the proceeds of the subscription of Debentures for any purpose which would breach the Bribery Act 2010, the United States Foreign Corrupt Practices Act of 1977 or other similar legislation in other jurisdictions.
- (ii) The Company shall and shall ensure that each other member of the Group will):
 - a. conduct its businesses in compliance with applicable anti-corruption laws; and
 - b. maintain policies and procedures designed to promote and achieve compliance with such laws;
- (iii) In connection with the transactions contemplated by the Transaction Documents, the Company shall not and shall ensure that no other member of the Group will, directly or indirectly, authorize, offer, promise, or make payments of anything of value, including but not limited to cash, cheques, wire transfers, tangible and intangible gifts, favours, services, and those entertainment and travel expenses that go beyond what is reasonable and customary and of modest value to: (i) an executive, official, employee or agent of a governmental department, agency or instrumentality, (ii) a director, officer, employee or agent of a wholly or partially government-owned or controlled company or business, (iii) a political party or official thereof, or candidate for political office, (iv) a Foreign Public Official, or (v) any other person; while knowing or having a reasonable belief that all or some portion will be used for the purpose of: (1) influencing any act, decision or failure to act by any such person in his or her official capacity, (2) inducing any such person to use his or her influence with a government or instrumentality to affect any act or decision of such government or entity, or (3) securing an unlawful advantage; in order to obtain, retain or direct business.

For the purpose of this sub-clause “Foreign Public Official” means an individual who —

- (a) holds a legislative, administrative or judicial position of any kind, whether appointed or elected, of a country or territory outside the United Kingdom (or any subdivision of such a

- country or territory),
- (b) exercises a public function—
- (i) for or on behalf of a country or territory outside the United Kingdom (or any subdivision of such a country or territory), or
- (ii) for any public agency or public enterprise of that country or territory (or subdivision), or
- (c) is an official or agent of a public international organisation.
- (jj) The Company shall comply with and fulfill to the satisfaction of the Debenture Trustee, the conditions precedent and conditions subsequent set forth in Schedule 3 of Part D of the Debenture Trust Deed.
- (kk) Provide/ cause to be provided information in respect of the following promptly and no later than 7 (Seven) Business Days (unless otherwise specified in the sub-clauses hereinbelow) from the occurrence of such event (unless otherwise specifically provided):
- (i) Notification to the Debenture Trustee in writing of any notice of any application for insolvency resolution process or winding up having been made or receipt of any statutory notice of commencement of insolvency resolution process or winding up under the provisions of the Act or any other notice under any other Applicable Law or otherwise of any suit or legal process intended to be filed or initiated against the Issuer and affecting the title of the Issuer to the Security Interest or if a receiver is appointed in respect of the Security Interest or business or undertakings of the Company within a period of 5 (Five) days from the date of receiving such information.
- (ii) Notification to the Debenture Trustee in writing of any proposed change in the nature or scope of the business or operations of the Company prior to the date on which such action is proposed to be given effect, which could have a Material Adverse Effect.
- (iii) Notification to the Debenture Trustee in writing of any major change in the composition of its Board of Directors.
- (iv) Notify the Debenture Trustee in writing of any event which constitutes an Event of Default or any event which may constitute (or, with the giving of notice, lapse of time, determination of materiality or satisfaction of other conditions, would be likely to constitute) an Event of Default, specifying the nature of such event and any steps the Company is taking and proposes to take to remedy the same. This should be notified forthwith.
- (v) Notification to the Debenture Trustee in writing of any merger, amalgamation, or reconstruction scheme proposed by the Company.
- (vi) Notify the Debenture Trustee in writing of any legal proceeding pending or threatened, regulatory notices or judicial orders against the Company, or any dispute between the Company and/ or any other Persons and/or any governmental authority, which could have a Material Adverse Effect.
- (vii) Notification to the Debenture Trustee and the stock exchange regarding all information having bearing on the performance/operation of the Company, any price sensitive information or any action that may affect the payment of the Redemption Premium or redemption of the Debentures in terms of Regulation 51(2) of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (“SEBI LODR”).
- (a) Submit the unaudited financial results on a half yearly basis, within 45 (Forty Five) days from the end of each half year and audited financial statements for a Financial Year (including statutory auditors report, directors’ annual report, profit and loss accounts and a balance sheet) by no later than 60 (sixty) days from the end of the each Financial Year;
- (b) Furnish copy of the statutory auditor's certificate in respect of utilisation of funds, at the end of each financial year till the funds have been fully utilised or the purpose for which these funds were intended has been achieved;
- (c) Furnish to the Debenture Trustee a certificate from an independent chartered accountant on a quarterly basis, regarding maintenance of Security Cover and certifying the value of the Security;

and

- (d) Submit information in relation to the Security that the Debenture Trustee may reasonably request (in a format acceptable to the Debenture Trustee) for the purpose of quarterly diligence by the Debenture Trustee to monitor the asset cover and shall also submit to the Debenture Trustee a certificate from the director/ managing director of the Company on quarterly basis, certifying the value of the Shares being provided as Security, as agreed in the Transaction Documents;
- (e) Forward/ intimate the following to the Debenture Trustee promptly:
- (i) a copy of annual report at the same time as it is issued along with a copy of certificate from the Company's auditor in respect of utilisation of funds during the implementation period of the project for which the funds have been raised. In case the Debentures are issued for financing working capital or general corporate purposes or for capital raising purposes, copy of the auditor's certificate may be submitted at the end of each Financial Year till the funds have been fully utilised or the purpose for which these funds were intended has been achieved;
 - (ii) any revision in the rating assigned to the Debentures;
 - (iii) any default in timely payment of Redemption Premium or redemption amounts or both in respect of the Debentures;
 - (iv) failure to create the Security; and
 - (v) all covenants of the Issue (including side letters, accelerated payment clause, etc.).
- (II) In case of failure to execute the Debenture Trust Deed within such timelines as may be specified by the Board, the Company shall pay interest of at least 2% (two percent) per annum or such other rate, as specified by the Board, to the Debenture Holders, over and above the agreed coupon rate until the execution of the Debenture Trust Deed.
- (mm) In addition to the requirements as specifically set out in this Deed, the Company shall provide all relevant documents/ information/ reports/ certificates etc., as may be required to be furnished to the Debenture Trustee by the Company and/or as may be required by the Debenture Trustee for furnishing relevant information to SEBI or relevant stock exchanges, as per the timelines and requirements set out in the SEBI circular dated November 12, 2020 and bearing reference number EBI/ HO/ MIRSD/ CRADT/ CIR/ P/ 2020/23. The Company shall provide the Debenture Trustee with all information required by it for the purposes of preparing the following certifications, reports, statements and documents, as required by SEBI within the following timelines:

Reports/Certificates	Timelines for submission requirements by Company to Debenture Trustee	Timeline for submission of reports/ certifications by Debenture Trustee to stock exchange
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		
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	Annual basis within 45 days from end of each financial year or within such timelines	Annual basis within 75 days from end of each financial year or within such timelines as prescribed under Applicable Law.

Reports/Certificates	Timelines for submission requirements by Company to Debenture Trustee	Timeline for submission of reports/certifications by Debenture Trustee to stock exchange
guarantor (secured by way of corporate guarantee)	as prescribed under Applicable Law.	
Valuation report and title search report for the immovable/movable assets, as applicable		

- (nn) Submit all information/ documents required to be submitted to the Debenture Trustee, to enable it to carry out the due diligence in terms of SEBI circular dated November 03, 2020 and bearing number SEBI/ HO/ MIRSD/ CRADT/ CIR/ P/ 2020/218; and necessary reports/ certificates to the stock exchanges / SEBI and make the necessary disclosures on its website, in terms of the SEBI circular dated November 12, 2020 and bearing number SEBI/ HO/ MIRSD/ CRADT/ CIR/ P/ 2020/230.
- (oo) Furnish to the Debenture Trustee such other information and certificates, as may be required from time to time as per the Applicable Laws.
- (pp) Furnish to the Debenture Trustee such other information and certificates as may be required by the Debenture Trustee from time to time.
- (qq) Submit to the Stock Exchange the following line items while submitting quarterly / annual financial results to the Stock Exchange as per SEBI LODR:
- (i) credit rating and change in credit rating (if any);
 - (ii) Required Security Cover;
 - (iii) debt-equity ratio;
 - (iv) outstanding redeemable preference shares (quantity and value);
 - (v) capital redemption reserve/debenture redemption reserve;
 - (vi) previous Due Date for payment of the Redemption Premium and Principal Amount in relation to the Debentures and whether the same has been paid or not;
 - (vii) next Due Date for the payment of the Redemption Premium and Principal Amount in relation to the Debentures and whether the same and Principal Amount in relation to the Debentures along with the Redemption Amount to be payable on such Due Date;
 - (viii) net worth;
 - (ix) net profit after tax;
 - (x) earnings per share;
 - (xi) Current ratio;
 - (xii) Long term debt to working capital;
 - (xiii) Bad debts to Account receivable ratio;
 - (xiv) Current liability ratio;
 - (xv) Total debts to total assets;
 - (xvi) Debtors turnover;
 - (xvii) Inventory turnover;
 - (xviii) Operating margin (%);
 - (xix) Net profit margin (%);

- (xx) Sector specific equivalent ratios, as applicable; and
- (xxi) A statement indicating material deviations, if any in utilisation of the proceeds of the Debentures.
- (rr) The listed entity shall, within 7 (Seven) Business Days from the date of submission of the information required under sub-clause (vii) above, submit to BSE, a certificate signed by Debenture Trustee that the Debenture Trustee has taken note of the contents.
- (ss) Submit periodical status/ performance reports within 7 (Seven) days of the relevant board meeting or within 45 (Forty Five) days of the respective quarter whichever is earlier.
- (tt) Submit such other disclosure to the Debenture Trustee as may be required under the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, SEBI LODR and other Applicable Laws.
- (uu) Provide any and all information required under any Applicable Law at all times, during the currency of Debentures as may be called upon by the Debenture Trustee.
- (vv) The Debenture Trustee shall carry out due diligence on continuous basis to ensure compliance by the Company, with the provisions of the Companies Act, 2013, the SEBI Guidelines, the listing agreement of the stock exchange(s) where the Debentures are listed, this Deed and any other regulations issued by SEBI pertaining to debt issuance.
- (ww) For the purpose of carrying out the due diligence as required in terms of the SEBI Guidelines, the Debenture Trustee, either through itself or its agents /advisors/ consultants, shall have the power, after giving prior notice of at least 5 (Five) Business Days, to examine, at reasonable hours when the office of the Issuer is open for general business, the books of account of the Company and to have the Company's assets inspected by its officers and/or external auditors/valuers/consultants/lawyers/technical experts/ management consultants appointed by the Debenture Trustee.
- (xx) The Company shall promptly disclose and furnish to the Debenture Trustee, all documents/ information about or in relation to the Company 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.

(c) SPECIAL COVENANTS

(a) Disclosure Clauses
Consent for Disclosure

- (1) The Company hereby agrees and gives consent for the disclosure by the Debenture Trustee or any Debenture Holder of all or any;
 - a. information and data relating to the Company and any obligation assumed by it under any Transaction Document ;
 - b. default, if any, committed by the Company in discharge of any obligation hereunder or any other Transaction Document.

as the Trustee/ Debenture Holder may deem appropriate and necessary to TransUnion CIBIL Limited ("CIBIL") and/or any other agency authorized in this behalf by the Reserve Bank of India.

(2) The Company further agrees that-

- a. CIBIL and any other agency so authorized may use, process the said information and data disclosed by the Debenture Trustee/ Debenture Holder in the manner as deemed fit by it;
- b. CIBIL, and any other agency so authorized may furnish for consideration, the processed information and

data or products thereof prepared by them, to banks/financial institutions and other credit grantors or registered users, as may be specified by the RBI in this behalf; and

- c. the Debenture Holder/ Trustee may, if required by law, statutory regulation, court order, subpoena or other similar legal process, disclose to banks/government and statutory authorities information in connection with the Issue, Company etc.
- (3) The Company hereby consents to the Debenture Trustee and the Debenture Holders, their officers and agents disclosing information relating to the Company and its account(s) and/or dealing relationship(s) with the Debenture Trustee and/ or the Debenture Holders, including but not limited to details of its facilities, any security taken, transactions undertaken and balances and positions with the Debenture Trustee and/ or the Debenture Holders, to:
 - a. the Debenture Holder Member/ Debenture Trustee and their representatives in any jurisdiction, (together with the respective Debenture Holder, the “**Permitted Parties**”);
 - b. professional advisers, insurers or insurance brokers and service providers of the Permitted Parties who are under a duty of confidentiality to the Permitted Parties;
 - c. any actual or potential assignee, novatee, transferee, participant or sub-participant in relation to any of the Debenture Holders’ rights and/or obligations under any agreement (or any agent or adviser of any of the foregoing), provided that such third party shall agree in writing to preserve the confidentiality of any confidential information relating to the Company received by it from the concerned Debenture Holder;
 - d. any rating agency, or direct or indirect provider of credit protection to any Permitted Party; and
 - e. as required by any law or Authority with jurisdiction over any of the Permitted Parties.
- (4) The Company gives specific consent to the Debenture Trustee and Debenture Holders for disclosing / submitting the ‘financial information’ as defined in Section 3 (13) of the Insolvency and Bankruptcy Code, 2016 (“Insolvency Code”) read with the relevant Regulations/ Rules framed thereunder, as amended and in force from time to time and as specified there under from time to time, in respect of the Debentures issued by the Company in terms of the Debenture Trust Deed and in respect the security, mortgage and charge created/given to secure the repayment of Redemption Amount and Debenture Obligations under the Debenture Trust Deed, to any ‘Information Utility’ (“IU”) as defined in Section 3 (21) of the Insolvency Code, in accordance with the relevant regulations framed under the Insolvency Code, and directions issued by the RBI from time to time and hereby specifically agrees to promptly authenticate the ‘financial information’ submitted by the Debenture Trustee or the Debenture Trustee, as and when requested by the concerned IU.

For the purposes of this provision:

Affiliate means, in relation to the Company:

- a) its Subsidiary;
- b) its Holding Company; or
- c) any other Subsidiary of that Holding Company

(including head offices and branches of the above).

Authority means any government, quasi-government, administrative, regulatory or supervisory body or authority, court or tribunal.

Debenture Holder Member means the relevant Debenture Holder or any of its Affiliates (including branches).

Control means where one person (either directly or indirectly and whether by share capital, voting power, contract or otherwise) has the power to appoint and/or remove the majority of the members of the governing body of another person or otherwise controls or has the power to control the affairs and policies of that other person and that other person is taken to be Controlled by the first person.

Holding Company means, in relation to a company, a company in respect of which the first named company is a Subsidiary.

Person includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium, partnership or other entity (whether or not having separate legal personality).

Subsidiary means, in relation to a company, any other company:

- a) which is Controlled, directly or indirectly, by the first named company;
- b) more than half the issued share capital of which is beneficially owned, directly or indirectly, by the first named company; or
- c) which is a Subsidiary of another Subsidiary of the first named company.”
- (b) Sanctions Clause

Neither the Company nor any of its subsidiaries or joint ventures, nor any of their respective directors, officers or employees nor, to the knowledge of the Company, any persons acting on any of their behalf shall permit or authorize any other person to, directly or indirectly, use, lend, make payments of, contribute or otherwise make available, all or any part of the proceeds from the issue of the Debentures or other transaction(s) contemplated by the Transaction Documents to fund any trade, business or other activities: (i) involving or for the benefit of any Restricted Party, or (ii) in any other manner that would reasonably be expected to result in the Company being in breach of any Sanctions (if and to the extent applicable to either of them) or becoming a Restricted Party.

For the purposes of this provision:

- (i) **“Restricted Party”** means a person that is: (i) listed on, or owned or controlled by a person listed on, or acting on behalf of a person listed on, any Sanctions List; (ii) located in, incorporated under the laws of, or owned or (directly or indirectly) controlled by, or acting on behalf of, a person located in or organized under the laws of a country or territory that is the target of country-wide or territory-wide Sanctions; or (iii) otherwise a target of Sanctions (“target of Sanctions” signifying a person with whom a US person or other national of a Sanctions Authority would be prohibited or restricted by law from engaging in trade, business or other activities);
- (ii) **“Sanctions”** means the economic sanctions laws, regulations, embargoes or restrictive measures administered, enacted or enforced by the Sanctions Authorities;
- (iii) **“Sanctions Authorities”** means and includes; (i) the United States government; (ii) the United Nations; (iii) the European Union (iv) the United Kingdom; or (v) the respective governmental institutions and agencies of any of the foregoing, including, without limitation, the Office of Foreign Assets Control of the US Department of Treasury (OFAC), the United States Department of State, and Her Majesty's Treasury(HMT); or (vi) the Indian Government; and
- (iv) **“Sanctions List”** means the ‘Specially Designated Nationals and Blocked Persons’ list maintained by OFAC, the Consolidated List of Financial Sanctions Targets and the Investment Ban List maintained by HMT, or any similar list maintained by, or public announcement of Sanctions designation made by, any of the Sanctions Authorities.
- (a) By accepting the Debenture Trust Deed the Company hereby declares as follows:

- (A) at the date hereof none of the Directors of the Bank or their Relatives, is interested in the Company or in its subsidiary or holding company as director, managing agent, manager, employee or guarantor or holder of Substantial Interest;
- (B) at the date hereof none of the directors or Relative of a Director of Other Bank, is interested in the Company as director or guarantor or holder of Substantial Interest;
- (C) at the date hereof none of its directors, is a Relative of any Specified Senior Officer of the Bank or Specified Senior Officers of the Bank or Relatives, is interested in the Company as director or guarantor or holder of Substantial Interest;

For the purposes of this Clause, capitalized terms used shall have the following meanings:

- (I) **"Directors of the Bank"** means and includes the Chief Executive Officer (CEO) and the top most officers of Business and Credit (presently the business head and credit head).
- (II) **"Directors of Other Bank"** includes (apart from directors of commercial banks) directors of Scheduled Co-operative Banks, the directors of their Subsidiaries / trustees of mutual funds / venture capital funds.
- (III) **"Relative"** means a person's spouse, father, mother (including step-mother), son (including step-son), son's wife, daughter (including step-daughter), daughter's husband, brother (including step-brother), brother's wife, sister (including step-sister), sister's husband, brother (including step-brother) of the spouse and sister (including step-sister) of the spouse.
- (IV) **"Specified Senior Officer"** means and includes the top most senior officer (presently the business head and credit head) and his / her immediate next lower level officer in credit and business functions of the Bank.
- (V) **"Substantial Interest"** shall have the same meaning assigned to it in Section 5(ne) of the Banking Regulation Act, 1949.

(b) **Filing requirements**

- (i) Issuer shall fill all the requisite fields as provided in **Annex - XIV-A** of the Operational Circular in the Centralized Database at the time of allotment of International Securities Identification Number. Depositories shall verify the information as provided by Issuer at the time of activation of International Securities Identification Number;
- (ii) Post listing of Debentures, Issuer shall submit information in the requisite fields as provided in **Annex - XIV-B** of the Operational Circular to the stock exchanges where the Debentures are listed on a periodical basis and/or 'as and when' basis (event based), as applicable. The stock exchange shall indicate the format of filing to the Issuer in this regard; and
- (iii) Issuer shall ensure that EBPs shall update on their websites, details of issuances done through the EBP platform at the end of the day after the acceptance of the bid by the Issuer in the format at **Annex - XV-B** of the Operational Circular.

1. Description regarding Security (where applicable) (Including description, type of security, type of charge, date of creation of security, minimum security cover, revaluation, replacement of security interest to the Debenture Holders over and above the Coupon rate as specified in the Debenture Trust and Disclosed in the Placement Memorandum and Ranking of Security)

(c) **Creation of Security**

- (i) The Debentures together with the Payments to be made shall inter alia be secured by exclusive first ranking charge over the Hypothecated Assets to be created by the Company in terms of the Deed of

Hypothecation, in favour of the Debenture Trustee acting on behalf of and for the benefit of the Debenture Holders.

- (ii) All Security created in terms of the Transaction Documents, except as otherwise provided in the relevant Transaction Documents, is continuing Security and shall remain in full force and effect until the Final Settlement Date.
- (iii) The Company undertakes and confirms that Security Interest to be created over Hypothecated Assets in relation to the Debentures shall be created in compliance with all Applicable Laws. Further, the Company undertakes to perfect the creation of the Security as aforesaid in favour of the Debenture Trustee, for the benefit of the Debenture Holders, within such period and in such manner as may be prescribed in the Debenture Trust Deed and other Transaction Documents.

(d) **Security Cover**

The security interest created/ to be created in terms of the Deed of Hypothecation for securing the obligations of the Company in relation to the Debentures shall at all times provide the Stipulated Security Cover, on continuous basis, until the Debentures have been redeemed in full.

The security cover to be provided in relation to the Debentures by way of hypothecation over the Hypothecated Assets shall at all times during the tenure of the Debentures be of at least 1x of the entire Debenture Obligations ("Stipulated Security Cover"). Further, the Company shall ensure that the Stipulated Security Cover is maintained at all times and in the event the security cover being met by the charge created over the Receivables, for any reason whatsoever, falls below the Stipulated Security Cover, the Company shall forthwith create charge over such other Receivables so as to maintain the Stipulated Security Cover in accordance with the terms of the Deed of Hypothecation.

(e) **Recovery Expense Fund**

The Company shall maintain and utilise the Recovery Expense Fund as per the provisions of SEBI (Debenture Trustees) Regulations, 1993 and any circulars, guidelines and regulations issued by SEBI, as applicable. The Recovery Expense Fund shall be created to enable the Debenture Trustee to take prompt action in relation to the enforcement of the Security in accordance with the transaction documents.

2. ***Terms of carrying out due diligence***

- (i) The Debenture Trustee, either through itself or its agents /advisors/consultants, shall carry out requisite diligence to verify the status of encumbrance and valuation of the assets and whether all permissions or consents (if any) as may be required to create the security as stipulated in the Transaction Documents and the Relevant Laws, has been obtained. For the purpose of carrying out the due diligence as required in terms of the Relevant Laws, the Debenture Trustee, either through itself or its agents /advisors/consultants, shall have the power to examine the books of account of the Company and to have the Company's assets inspected by its officers and/or external auditors/ valuers/ consultants/ lawyers/ technical experts/ management consultants appointed by the Debenture Trustee.
- (ii) The Company shall provide all assistance to the Debenture Trustee to enable verification from the Registrar of Companies, Sub-registrar of Assurances (as applicable), CERSAI, depositories, information utility or any other authority, as may be required, where the assets and/or prior encumbrances in relation to the assets of the Company or any third party security provider for securing the Debentures, are registered / disclosed.
- (iii) Further, in the event that existing charge holders, the concerned trustee which is acting on behalf of the existing charge holders, have provided conditional consent / permissions to the Company to create further charge on the assets, the Debenture Trustee shall also have the power to verify such conditions by reviewing the relevant transaction documents or any other documents executed between existing charge holders and the Company. The Debenture Trustee shall also have the power to intimate the existing charge holders about proposal of creation of further encumbrance and seeking their comments/ objections, if any.

- (iv) Without prejudice to the aforesaid, the Company shall ensure that it provides and procures all information, representations, confirmations and disclosures as may be required in the sole discretion of the Debenture Trustee to carry out the requisite diligence in connection with the issuance and allotment of the Debentures, in accordance with the Relevant Laws
- (v) The Debenture Trustee shall have the power to either independently appoint, or direct the Company to (after consultation with the Debenture Trustee) appoint intermediaries, valuers, chartered accountant firms, practicing company secretaries, consultants, lawyers and other entities in order to assist in the diligence by the Debenture Trustee. All costs, charges, fees and expenses that are associated with and incurred in relation to the diligence as well as preparation of the reports/certificates/documentation, including all out of pocket expenses towards legal or inspection costs, travelling and other costs, shall be solely borne by the Company.
- (vi) Due Diligence (DD) will be carried out as per DT regulations and circulars issued by SEBI from time to time, which broadly includes following:
 - (A) Chartered Accountant (CA) appointed by DT will be doing independent DD as per scope provided, regarding Security given for the issue by the company.
 - (B) CA will verify and ensure that the asset provided by the issuer for creation of security are free from any encumbrances or necessary permission or consent has been obtained from existing charge holders.
 - (C) CA will be doing independent DD as per information provided by the Issuer company.
 - (D) Periodical DD will be carried out as per SEBI circulars from time to time as per nature of security provided.
 - (E) Necessary DD certificate will be issued and will be available on Stock Exchanges from time to time for information of DHs.
 - (F) As mentioned in this Placement Memorandum even though debt securities are secured to the extent of 100% of the principal and interest amount or as per the terms of Placement Memorandum, in favor of Debenture Trustee.
 - (G) DD will be carried out for maintenance of security cover depending on information provided by the issuer company and CA appointed by DT or DT himself will not be responsible for misinformation provided by issuer company.

**ANNEXURE VIII -SUMMARY INFORMATION OF OUR UNCONSOLIDATED/STANDALONE ASSETS
AND LIABILITIES**

Balance Sheet

(Rs. In Crores)

	Particulars	Dec21	Mar21	Mar20	Mar19
	ASSETS				
(1)	Financial assets				
(a)	Cash and cash equivalents	12,495.75	11,050.93	3,088.99	1,029.14
(b)	Bank balance other than (a) above	5,643.60	5,390.89	4,225.93	2,952.33
(c)	Derivative financial instruments	33.67	169.25	758.73	21.72
(d)	Receivables				
	(I) Trade receivables	3.77	8.92	10.50	8.48
	(II) Other receivables	168.17	49.90	5.64	19.95
(e)	Loans	1,13,580.11	1,08,303.04	1,02,231.63	96,751.49
(f)	Investments	5,510.56	3,197.85	2,798.48	3,999.06
(g)	Other financial assets	51.62	49.03	45.15	41.76
	Total financial assets	1,37,487.25	1,28,219.81	1,13,165.05	1,04,823.93
(2)	Non-financial Assets				
(a)	Current tax assets (net)	233.15	171.73	249.10	106.58
(b)	Deferred tax assets (net)	1,015.58	639.14	62.50	75.70
(c)	Investment property	1.97	2.00	2.03	2.06
(d)	Property, plant and equipment	109.34	124.44	149.88	143.46
(e)	Right-of-use assets	289.96	308.51	327.84	-
(f)	Other intangible assets	3.24	2.39	2.67	1.97
(g)	Other non-financial assets	238.32	210.84	169.57	138.78
	Total non-financial assets	1,891.56	1,459.05	963.59	468.55
	Total assets	1,39,378.81	1,29,678.86	1,14,128.64	1,05,292.48
	LIABILITIES AND EQUITY				
	Liabilities				
(1)	Financial liabilities				
	Derivative financial instruments	-	-	-	83.42
(a)	Payables	-	-	-	-
	(I) Trade payables	-	-	-	-
	(i) total outstanding dues of micro enterprises and small enterprises	0.03	-	0.40	-
	(ii) total outstanding dues of creditors other than micro enterprises and small enterprises	252.06	255.51	143.44	203.63
	(II) Other payables	-	-	-	-
	(i) total outstanding dues of micro enterprises and small enterprises	0.17	0.37	-	-

	Particulars	Dec21	Mar21	Mar20	Mar19
	(ii) total outstanding dues of creditors other than micro enterprises and small enterprises	1.04	0.54	1.13	
(b)	Debt securities	39,627.83	40,061.87	34,266.96	34,181.75
(c)	Borrowings (other than debt securities)	46,889.96	45,281.37	42,474.60	37,189.30
(d)	Deposits	21,417.78	16,232.41	11,960.12	10,341.47
(e)	Subordinated liabilities	4,687.59	4,620.76	5,670.07	6,201.88
(f)	Lease liabilities	336.88	349.49	362.81	-
(g)	Other financial liabilities	564.51	964.35	912.32	731.29
	Total financial liabilities	1,13,777.85	1,07,766.67	95,791.85	88,932.74
(2)	Non-financial liabilities				
(a)	Current tax liabilities (net)	102.02	102.02	102.02	102.97
(b)	Provisions	147.09	142.54	146.33	133.27
	Deferred tax liabilities (net)	-	-	-	-
(c)	Other non-financial liabilities	41.64	99.26	83.28	287.22
	Total non-financial liabilities	290.75	343.82	331.63	523.46
	Total liabilities	1,14,068.60	1,08,110.49	96,123.48	89,456.20
(3)	Equity				
(a)	Equity share capital	270.52	253.06	226.88	226.91
(b)	Other equity	25,039.69	21,315.31	17,778.28	15,609.38
	Total equity	25,310.21	21,568.37	18,005.16	15,836.28
	Total liabilities and equity	1,39,378.81	1,29,678.86	1,14,128.64	1,05,292.48

Profit and Loss Statement

(Rs. In Crores)

	Particulars	Dec 21	Mar 21	Mar 20	Mar 19
	Revenue from operations				
(i)	Interest income	13,718.10	17,128.14	16,267.46	15,384.28
(ii)	Dividend income	-	-	0.19	4.99
(iii)	Rental income	0.13	0.21	0.22	0.22
(iv)	Fees and commission income	70.30	115.86	194.97	71.31
(v)	Net gain on fair value changes	167.31	21.80	-	-
(vi)	Net gain on derecognition of financial instruments under amortised cost category	168.38	58.85	-	-
(vii)	Sale of services	-	-	-	-
(vii)	Other operating income	49.34	95.59	99.52	61.65
(I)	Total Revenue from operations	14,173.56	17,420.45	16,562.36	15,522.44
(II)	Other Income	13.08	15.95	20.27	23.26
(III)	Total Income (I + II)	14,186.64	17,436.40	16,582.63	15,545.70
	Expenses				

(i)	Finance cost	7,330.59	9,054.26	8,270.26	7,511.26
(ii)	Fees and commission expense	80.21	78.89	56.88	62.19
(iii)	Net loss on fair value changes	-	-	6.75	2.58
(iv)	Net loss of derecognition of financial instruments under amortised cost category	-	-	-	-
(iii)	Impairment on financial instruments	3,100.07	3,118.40	2,794.88	2,382.26
(iv)	Employee benefits expenses	722.21	906.25	1,010.82	883.05
(v)	Depreciation, amortisation and impairment	100.77	137.36	141.05	42.97
(vi)	Other expenses	654.16	863.23	863.32	883.11
(IV)	Total Expenses	11,988.01	14,158.39	13,143.96	11,767.43
(V)	Profit before exceptional items and tax (III - IV)	2,198.63	3,278.01	3,438.67	3,778.28
(VI)	Exceptional items	-	-	-	-
(VII)	Profit before tax (V+ VI)	2,198.63	3,278.01	3,438.67	3,778.28
(VIII)	Tax expense:				
	(1) Current tax	958.90	1,197.77	921.20	1,346.38
	(2) Deferred tax	-382.07	-545.36	14.79	-23.51
	(3) Tax adjustment for earlier years	-	138.34	0.84	-109.82
(IX)	Profit for the year from continuing operations (VII- VIII)	1,621.80	2,487.26	2,501.84	2,565.23
(X)	Profit for the year (IX + X)	1,621.80	2,487.26	2,501.84	2,565.23
(XI)	Other comprehensive income				
A	(i) Items that will not be reclassified to profit or loss				
	Remeasurement gain/(loss) on defined benefit plan	-4.02	-	-6.33	-3.56
	(ii) Income tax relating to items that will not be reclassified to profit or loss	1.01	-	1.59	0.01
	Subtotal (A)	-3.01	-	-4.74	-3.55
B	(i) Items that will be reclassified to profit or loss				
	Cash flow hedge				
	Gain/(loss) on effective portion of hedging instruments in a cash flow hedge	26.38	-124.31		
	(ii) Income tax relating to items that will be reclassified to profit or loss	-6.64	31.29	-	
	Subtotal (B)	19.74	-93.02	-	
	Other comprehensive income (A + B)	16.73	-93.02	-4.74	-3.55
(XII)	Total Comprehensive income for the year (XI + XII)	1,638.53	2,394.24	2,497.10	2,561.68
(XIII)	Earnings per equity share (face value Rs. 10/- per equity share)				
	Basic (Rs.)	61.26	100.97	110.27	113.06
	Diluted (Rs.)	61.26	100.97	110.27	113.06

Cash Flow Statement

(Rs. In Crores)

	Particulars	Dec 21	Mar 21	Mar 20	Mar 19
A.	Cash flow from Operating activities				
	Profit before tax	2,198.63	3,278.01	3,438.67	3,778.28
	Depreciation, amortisation and impairment	100.77	137.36	141.05	42.97
	Interest on income tax refund		- -	-5.80	-6.66
	Loss on sale of investments		- -	0.12	-
	Loss/(profit) on sale of fixed assets (net)		-	-1.17	0.51
	Interest income	-13,284.45	-16,611.31	-	-
	Finance costs	7,330.59	9,054.26	-	-
	Loss/(profit) on sale of property plant and equipments (net)	0.60	0.65	-	-
	Employees stock option compensation cost		-	-	- -
	Impairment on loans	3,107.53	3,128.29	2,748.87	2,450.52
	Impairment on investments	-0.89	-4.22	42.22	-0.06
	Impairment on undrawn loan commitment	-7.70	-5.45	4.39	6.71
	Impairment on other assets	1.13	-0.22	-0.60	-74.90
	Net (gain)/loss on fair value changes on investment	-31.50	-2.85	0.87	-0.51
	Net (gain)/loss on sale of mutual funds and certificate of deposits	-146.45	-20.02	-	-
	Net (gain)/loss on fair value changes on direct assignment	10.64	1.07	-	-
	Net (gain)/loss on fair value changes on derivatives		- -	5.88	3.10
	Fair value change of investment in associate		-		- -
	Dividend income from subsidiary		-		- -
	Net gain on derecognition of financial instruments under amortised cost category	168.38	47.05	-	-
	Cash inflow from interest on loans	13,268.91	18,405.90	-	-
	Cash outflow towards finance costs	-4,813.62	-7,745.19	-	-
	Operating profit before working capital changes	7,902.57	9,663.33	6,374.50	6,199.95
	Movements in Working capital:				- -
	Decrease/(increase) in loans	-8,369.06	-10,994.29	-8,229.03	-8,456.39
	(Increase)/decrease in investments	-2,133.87	-372.28	1,157.38	-1,657.12
	Decrease/(increase) in receivables	-292.13	-90.83	12.28	-10.97
	Decrease/(increase) in bank deposits	-252.71	-1,164.96	-1,273.60	-368.49

	Particulars	Dec 21	Mar 21	Mar 20	Mar 19
	Decrease/(increase) in other financial assets	-3.72	-10.11	-7.67	70.62
	Decrease/(increase) in other non-financial assets	-26.53	-41.13	-28.09	1.43
	Increase/(decrease) in interest accrued on borrowings	-	-	-	-304.58
	Increase/(decrease) in payables	-3.42	111.67	10.38	-16.14
	Increase/(decrease) in other financial liabilities	-247.39	-99.05	-104.04	87.15
	Increase/(decrease) Expected Credit Loss Provision	-	-	-	-
	Increase/(decrease) in non-financial liabilities	-57.63	15.98	13.79	-32.53
	Increase/(decrease) other provision	8.23	1.66	7.69	2.32
	Cash used in operations	-3,475.66	-2,980.01	-2,066.41	-4,484.73
	Direct taxes paid (net of refunds)	-1,020.31	-1,258.75	-1,065.03	-1,352.41
	Net cash flows from/(used in) operating activities (A)	-4,495.97	-4,238.76	-3,131.44	-5,837.14
B.	Cash flow from Investing activities				
	Proceeds from sale of subsidiary	-	-	-	-
	Purchase of property, plant and equipment and intangible assets	-21.96	-25.82	-57.80	-77.97
	Proceeds from sale of property, plant and equipment and intangible assets	0.65	0.93	2.60	1.82
	Dividend received from subsidiary	-	-	-	-
	Net cash generated from/(used in) investing activities (B)	-21.31	-24.89	-55.20	-76.15
C.	Cash flow from Financing activities				
	Proceeds from issue of share capital (including share premium and net of share issue expenses)	2,478.57	1,472.64	-	-
	Proceeds from issue of warrants	-	-	-	-
	Proceeds/(repayment) on settlement of derivative contracts	135.58	589.48	-826.31	64.46
	Increase / (decrease) in Fixed deposits (net)	4,776.91	4,206.86	4,433.61	5,006.10
	Repayments of deposit	-	-	-2,940.82	-3,315.19
	Amounts received from debt securities	10,972.30	10,636.15	13,085.18	9,057.53
	Repayments of debt securities	-12,451.40	-5,797.45	-9,557.89	-6,258.12
	Amounts received from subordinated debts	-	-	-	2,360.00
	Proceeds/(repayment) of subordinated debts	-25.24	-1,069.27	-449.01	-864.56
	Amounts received from borrowings other than debt securities	30,718.94	38,480.04	42,569.54	56,824.88
	Repayments of borrowings other than debt securities	-30,031.40	-36,032.94	-40,683.27	-56,722.52
	Payment of Lease Liabilities	-84.45	-107.33	-56.20	-

	Particulars	Dec 21	Mar 21	Mar 20	Mar 19
	Dividend paid	-527.71	-152.59	-272.38	-249.57
	Tax on dividend		-	-55.96	-51.30
	Net cash flows from financing activities (C)	5,962.10	12,225.59	5,246.49	5,851.72
	Net increase in cash and cash equivalents (A+B+C)	1,444.82	7,961.94	2,059.85	-61.58
	Add: Adjustment on disposal of subsidiary		-	-	-
	Cash and cash equivalents at the beginning of the year	11,050.93	3,088.99	1,029.14	1,090.71
	Cash and cash equivalents at the end of the year	12,495.75	11,050.93	3,088.99	1,029.14
	Components of cash and cash equivalents				-
	Cash and cash equivalents at the end of the year	As at Dec 31, 2021	As at March 31, 2021	As at March 31, 2020	As at March 31, 2019
	i) Cash on hand	58.65	79.61	41.24	123.47
	ii) Cheques on hand	3.77	6.16	2.38	18.18
	iii) Balances with banks (of the nature of cash and cash equivalents)		-	-	-
	iii) Balances with banks (of the nature of cash and cash equivalents)	3,495.26	5,014.78	1,810.59	761.67
	iv) Call Money (CBLO)	3,498.95	2,498.85	-	-
	v) Bank deposit with original maturity less than three months	5,439.12	3,451.53	1,234.78	125.82
	Total	12,495.75	11,050.93	3,088.99	1,029.14

SUMMARY INFORMATION OF OUR CONSOLIDATED ASSETS AND LIABILITIES

Balance Sheet

(Rs. In Crores)

	Particulars	Dec 21	Mar 21	Mar 20	Mar 19
	ASSETS				
(1)	Financial assets				
(a)	Cash and cash equivalents	12,495.75	11,050.93	3,088.99	1,029.14
(b)	Bank balance other than (a) above	5,643.60	5,390.89	4,225.93	2,952.33
(c)	Derivative financial instruments	33.67	169.25	758.73	21.72
(d)	Receivables	-		-	-
	(I) Trade receivables	3.77	8.92	10.50	8.48
	(II) Other receivables	168.17	49.90	5.64	19.95
(e)	Loans	1,13,580.11	1,08,303.04	1,02,231.63	96,751.49
(f)	Investments	5,667.48	3,346.77	2,935.63	4,125.54
(g)	Other financial assets	51.62	49.03	45.15	41.76
	Total financial assets	1,37,644.17	1,28,368.73	1,13,302.20	1,04,950.41
(2)	Non-financial Assets				
(a)	Current tax assets (net)	233.15	171.73	249.10	106.58
(b)	Deferred tax assets (net)	1,015.58	639.14	62.50	75.70
(c)	Investment property	1.97	2.00	2.03	2.06
(d)	Property, plant and equipment	109.34	124.44	149.88	143.46
(e)	Right-of-use assets	289.96	308.51	327.84	-
(f)	Other intangible assets	3.24	2.39	2.67	1.97
(g)	Other non-financial assets	238.32	210.84	169.57	138.78
	Total non-financial assets	1,891.56	1,459.05	963.59	468.55
	Total assets	1,39,535.73	1,29,827.78	1,14,265.79	1,05,418.96
	LIABILITIES AND EQUITY				
	Liabilities				
(1)	Financial liabilities				
	Derivative financial instruments	-	-	-	83.42
(a)	Payables	-		-	-
	(I) Trade payables	-		-	-
	(i) total outstanding dues of micro enterprises and small enterprises	0.03	-	0.40	-

	Particulars	Dec 21	Mar 21	Mar 20	Mar 19
	(ii) total outstanding dues of creditors other than micro enterprises and small enterprises	252.06	255.51	143.44	203.63
	(II) Other payables	-		-	-
	(i) total outstanding dues of micro enterprises and small enterprises	0.17	0.37		-
	(ii) total outstanding dues of creditors other than micro enterprises and small enterprises	1.04	0.54	1.13	
(b)	Debt securities	39,627.83	40,061.87	34,266.96	34,181.75
(c)	Borrowings (other than debt securities)	46,889.96	45,281.37	42,474.60	37,189.30
(d)	Deposits	21,417.78	16,232.41	11,960.12	10,341.47
(e)	Subordinated liabilities	4,687.59	4,620.76	5,670.07	6,201.88
(f)	Lease liabilities	336.88	349.49	362.81	-
(g)	Other financial liabilities	564.51	964.35	912.32	731.29
	Total financial liabilities	1,13,777.85	1,07,766.67	95,791.85	88,932.74
(2)	Non-financial liabilities				
(a)	Current tax liabilities (net)	102.02	102.02	102.02	102.97
(b)	Provisions	147.09	142.54	146.33	133.27
	Deferred tax liabilities (net)	-	-	-	-
(c)	Other non-financial liabilities	41.64	99.26	83.28	287.22
	Total non-financial liabilities	290.75	343.82	331.63	523.46
	Total liabilities	1,14,068.60	1,08,110.49	96,123.48	89,456.20
(3)	Equity				
(a)	Equity share capital	270.52	253.06	226.88	226.91
(b)	Other equity	25,196.61	21,464.23	17,915.43	15,735.85
	Total equity	25,467.13	21,717.29	18,142.31	15,962.76
	Total liabilities and equity	1,39,535.73	1,29,827.78	1,14,265.79	1,05,418.96

Profit and Loss Statement

(Rs. In Crores)

	Particulars	Dec 21	Mar 21	Mar 20	Mar 19
	Revenue from operations				
(i)	Interest income	13,718.10	17,128.14	16,267.46	15,384.28
(ii)	Dividend income	-	-	0.19	4.99
(iii)	Rental income	0.13	0.21	0.22	0.22
(iv)	Fees and commission income	70.30	115.86	194.97	71.31
(v)	Net gain on fair value changes	167.31	21.80	-	-
(vi)	Net gain on derecognition of financial instruments under amortised cost category		58.85	-	-

	Particulars	Dec 21	Mar 21	Mar 20	Mar 19
		168.38			
(vii)	Sale of services	-	-	-	-
(vii)	Other operating income	49.34	95.59	99.52	61.65
(I)	Total Revenue from operations	14,173.56	17,420.45	16,562.36	15,522.44
(II)	Other Income	13.08	15.95	20.27	23.26
(III)	Total Income (I + II)	14,186.64	17,436.40	16,582.63	15,545.70
	Expenses				
(i)	Finance cost	7,330.59	9,054.26	8,270.26	7,511.26
(ii)	Fees and commission expense	80.21	78.89	56.88	62.19
(iii)	Net loss on fair value changes	-	-	6.75	2.58
(iv)	Net loss of derecognition of financial instruments under amortised cost category	-	-	-	-
(iii)	Impairment on financial instruments	3,100.07	3,118.40	2,794.88	2,382.26
(iv)	Employee benefits expenses	722.21	906.25	1,010.82	883.05
(v)	Depreciation, amortization and impairment	100.77	137.36	141.05	42.97
(vi)	Other expenses	654.16	863.23	863.32	883.11
(IV)	Total Expenses	11,988.01	14,158.39	13,143.96	11,767.43
(V)	Profit before exceptional items and tax (III - IV)	2,198.63	3,278.01	3,438.67	3,778.28
(VI)	Exceptional items	-	-	-	-
(VII)	Profit before tax (V+ VI)	2,198.63	3,278.01	3,438.67	3,778.28
(VIII)	Tax expense:				
	(1) Current tax	958.90	1,197.77	921.20	1,346.38
	(2) Deferred tax	-382.07	-545.36	14.79	-22.27
	(3) Tax adjustment for earlier years	-	138.34	0.84	-109.82
(IX)	Profit for the year from continuing operations (VII-VIII)	1,621.80	2,487.26	2,501.84	2,563.99
(X)	Share of profit of associate	8.07	11.57	10.43	11.69
(XI)	Profit for the year (IX + X)	1,629.87	2,498.83	2,512.27	2,575.68
(XII)	Other comprehensive income				
A	(i) Items that will not be reclassified to profit or loss				
	Remeasurement gain/(loss) on defined benefit plan	-4.02	-	-6.33	-3.70
	Share of other comprehensive income from associates	-0.09	0.27	0.34	
	(ii) Income tax relating to items that will not be reclassified to profit or loss	1.01	-	1.59	1.28
	Tax on share of other comprehensive income from associates	0.02	-0.07	-0.09	-

	Particulars	Dec 21	Mar 21	Mar 20	Mar 19
	Subtotal (A)	-3.08	0.20	-4.49	-2.41
B	(i) Items that will be reclassified to profit or loss				
	Cash flow hedge				
	Gain/(loss) on effective portion of hedging instruments in a cash flow hedge	26.38	-124.31	-	
	(ii) Income tax relating to items that will be reclassified to profit or loss	- 6.64	31.29	-	
	Subtotal (B)	19.74	-93.02	-	
	Other comprehensive income (A + B)	16.66	-92.82	-4.49	-2.41
(XIII)	Total Comprehensive income for the year (XI + XII)	1,646.53	2,406.01	2,507.78	2,573.27
(XIV)	Earnings per equity share (face value Rs. 10/- per equity share)				
	Basic (Rs.)	61.57	101.44	110.73	113.52
	Diluted (Rs.)	61.57	101.44	110.73	113.52

Cashflow Statement

(Rs. In Crores)

	Particulars	Dec 21	Mar 21	Mar 20	Mar 19
A.	Cash flow from Operating activities				
	Profit before tax	2,198.63	3,278.01	3,438.67	3,778.28
	Interests received		-		-
	Interest Expenses		-		-
	Fee and commission expenses		-		-
	Share of profit in associate		-		-
	Depreciation, amortisation and impairment	100.77	137.36	141.05	42.97
	Profit arising on the sale of shares in subsidiary		-	-	-
	Interest on income tax refund		-	-5.80	-6.66
	Loss on sale of investments		-	0.12	-
	Loss/(profit) on sale of fixed assets (net)		-	-1.17	0.51
	Interest income	-13,284.45	-16,611.31	-	-
	Finance costs	7,330.59	9,054.26	-	-
	Loss/(profit) on sale of property plant and equipments (net)	0.60	0.65	-	-
	Employees stock option compensation cost		-	-	-
	Impairment on loans	3,107.53	3,128.29	2,748.87	2,450.52

Impairment on investments	-0.89	-4.22	42.22	-0.06
Impairment on undrawn loan commitment	-7.70	-5.45	4.39	6.71
Impairment on other assets	1.13	-0.22	-0.60	-74.90
Net (gain)/loss on fair value changes on investment	-31.50	-2.85	0.87	-0.51
Net (gain)/loss on sale of mutual funds and certificate of deposits	-146.45	-20.02	-	-
Net (gain)/loss on fair value changes on direct assignment	10.64	1.07	-	-
Net (gain)/loss on fair value changes on derivatives	-	-	5.88	3.10
Fair value change of investment in associate		-		-
Dividend income from subsidiary		-		-
Net gain on derecognition of financial instruments under amortised cost category	168.38	47.05	-	-
Cash inflow from interest on loans	13,268.91	18,405.90	-	-
Cash outflow towards finance costs	-4,813.62	-7,745.19	-	-
Operating profit before working capital changes	7,902.57	9,663.33	6,374.50	6,199.95
Movements in Working capital:		-		-
Decrease/(increase) in loans	-8,369.06	-10,994.29	-8,229.03	-8,456.39
(Increase)/decrease in investments	-2,133.87	-372.28	1,157.38	-1,657.03
Purchase of Investment		-	-	-
Proceeds from sale of investments		-	-	-
(Increase)/decrease in investments in subsidiary		-	-	-
Decrease/(increase) in receivables	-292.13	-90.83	12.28	-10.97
Decrease/(increase) in bank deposits	-252.71	-1,164.96	-1,273.60	-368.49
Decrease/(increase) in other financial assets	-3.72	-10.11	-7.67	70.62
Decrease/(increase) in other non-financial assets	-26.53	-41.13	-28.09	1.43
Increase/(decrease) in interest accrued on borrowings		-	-	-304.58
Increase/(decrease) in payables	-3.42	111.67	10.38	-16.14
Increase/(decrease) in other financial liabilities	-247.39	-99.05	-104.04	87.15
Increase/(decrease) Expected Credit Loss Provision		-	-	-
Increase/(decrease) in non-financial liabilities	-57.63	15.98	13.79	-32.53
Increase/(decrease) other provision	8.23	1.66	7.69	2.22

	Cash used in operations	-3,475.66	-2,980.01	-2,066.41	-4,484.73
	Direct taxes paid (net of refunds)	-1,020.31	-1,258.75	-1,065.03	-1,352.41
	Net cash flows from/(used in) operating activities (A)	-4,495.97	-4,238.76	-3,131.44	-5,837.14
B.	Cash flow from Investing activities				
	Proceeds from sale of subsidiary		-	-	-
	Purchase of property, plant and equipment and intangible assets	-21.96	-25.82	-57.80	-77.97
	Proceeds from sale of property, plant and equipment and intangible assets	0.65	0.93	2.60	1.82
	Dividend received from subsidiary		-		-
	Net cash generated from/(used in) investing activities (B)	-21.31	-24.89	-55.20	-76.15
C.	Cash flow from Financing activities				
	Proceeds from issue of share capital (including share premium and net of share issue expenses)	2,478.57	1,472.64	-	-
	Proceeds from issue of warrants	-	-	-	-
	Proceeds/(repayment) on settlement of derivative contracts	135.58	589.48	-826.31	64.46
	Increase / (decrease) in Fixed deposits (net)	4,776.91	4,206.86	4,433.61	5,006.10
	Repayments of deposit		-	-2,940.82	-3,315.19
	Interest paid		-	-	-
	Other Borrowing expenses paid		-	-	-
	Amounts received from debt securities	10,972.30	10,636.15	13,085.18	9,057.53
	Repayments of debt securities	-12,451.40	-5,797.45	-9,557.89	-6,258.12
	Amounts received from subordinated debts		-	-	2,360.00
	Proceeds/(repayment) of subordinated debts	-25.24	-1,069.27	-449.01	-864.56
	Increase/(decrease) in interest accrued on borrowings		-	-	-
	Amounts received from borrowings other than debt securities	30,718.94	38,480.04	42,569.54	56,824.88
	Repayments of borrowings other than debt securities	-30,031.40	-36,032.94	-40,683.27	-56,722.52
	Payment of Lease Liabilities	-84.45	-107.33	-56.20	-
	Dividend paid	-527.71	-152.59	-272.38	-249.57
	Tax on dividend		-	-55.96	-51.30
	Net cash flows from financing activities (C)	5,962.10	12,225.59	5,246.49	5,851.72
	Net increase in cash and cash equivalents (A+B+C)	1,444.82	7,961.94	2,059.85	-61.58
	Add: Adjustment on disposal of subsidiary		-		-

	Cash and cash equivalents at the beginning of the year	11,050.93	3,088.99	1,029.14	1,090.71
	Cash and cash equivalents at the end of the year	12,495.75	11,050.93	3,088.99	1,029.14
	Components of cash and cash equivalents				-
	Cash and cash equivalents at the end of the year	As at December 31, 2021	As at March 31, 2021	As at March 31, 2020	As at March 31, 2019
	i) Cash on hand	58.65	79.61	41.24	123.47
	ii) Cheques on hand	3.77	6.16	2.38	18.18
	iii) Balances with banks (of the nature of cash and cash equivalents)		-	-	-
	iii) Balances with banks (of the nature of cash and cash equivalents)	3,495.26	5,014.78	1,810.59	761.67
	iv) Call Money (CBLO)	3,498.95	2,498.85	-	-
	v) Bank deposit with original maturity less than three months	5,439.12	3,451.53	1,234.78	125.82
	Total	12,495.75	11,050.93	3,088.99	1,029.14

ANNEXURE IX: LENDING POLICY



MASTER CREDIT PROCESS MANUAL

Version: 2019v.3

FOR

SHRIRAM TRANSPORT FINANCE COMPANY LIMITED

RECOMMENDED BY THE CREDIT COMMITTEE

- MR PARAG SHARMA
- MR S SUNDER
- MR BALASUNDARA RAO
- MR.HARDEEP SINGH TUR



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**Introduction to credit policy**

At Shriram Transport Finance Company Limited (STFC) Commercial Vehicles were an integral part of business activity and even a barometer of country's economic growth to a certain extent. We have been in this business since 1979 and with our experience today the company is growing strong along with the economy.

STFC also started funding small unorganized businesses in the year 2016. While banks are shying away from funding micro businesses due to lack of documented proof and track record, we have found our way to be in the business through our unique business model. Person to person mapping is the key to success in any unorganized business, which we have championed over last four decades.

As a NBFC we are able to provide customized solutions to the requirements arising out of small businesses in semi urban and rural areas. By doing this we are providing an organized way of financing the borrowers. In this process we are liberating them from the clutches of Money lenders.

The company has carved a niche for financing the small ticket size loans as the demand for the same is growing and the economy of doing businesses, which are financially viable and growing small business sentiment with an individual groomed as self- employed business person.

Ours is a vertically integrated business model and offers a number of products which include Pre-owned CV Financing, New CV Financing, Small Business loans and other Working Capital Loans for an Existing Customer.

Scope of the Policy

This credit policy intends to communicate the Management Vision to all the employees and provide a guidance document to entrust responsibilities to various levels and ensure higher growth in business with improving quality.

It would also deal with Micro and small loans credit and commercial related matters and would define the Management Vision, Intent and the procedure to be followed by Branches, Regional offices and Zonal offices for managing the portfolio.

The Policy will cover all types of customers including Individuals and Non-Individuals.

**Management Vision**

Serving needy customers at the bottom of the pyramid has been the strategy of STFC since four decades. Extending the same strategy, we would like to strengthen the market leadership position in financing Used Commercial Vehicles, Business Loans while maintaining some presence in New Commercial Vehicle finance. We would like to create niche out of the unorganized market of small business loans as we have been successfully doing in used commercial vehicle funding.

The Strategy

We would like to expand our operational geography by penetrating into the semi urban and rural locations, through our branches, rural centres and revenue sharing partners. Keeping the strategy of funding in underserved area a priority will ensure higher NIMs and thus higher sustainability of business.

Securitisation/ Assignment

The company will be maintaining its own portfolio to securitisation/ assignment portfolio in the ratio of 70%:30%

Target Market

STFC serves the unbanked segment of micro and small industries. MSMEs which are currently thriving on self funded small scale businesses and are not able to get credit from Banks due to lack of documentation and assessment. STFC having its presence through more than 1700 branches and more than 500 RSP/BSPs and another 800 rural touch points are equipped to understand these businesses at local level. STFC has the capacity to assess these businesses through its manpower and fund them as per their requirement. Unlike Banks, STFC is better equipped to handle such unbanked customers, hence the opportunities are huge.

MSME Definition:

The MSMED Act, 2006 defines the Micro, Small and Medium Enterprises based (i) on the investment in plant and machinery for those engaged in manufacturing or production, processing or preservation of goods and (ii) on the investment in equipment for enterprises engaged in providing or rendering of Services.

The investment in plant and machinery is the original cost excluding land and building and other items specified by the Ministry of Small-Scale Industries vide its notification no. S.O. 1722 (E) dated 05.10.2006.



The guidelines with regard to investment in plant and machinery or equipment as defined in the MSMED Act, 2006 are:

Manufacturing Enterprises and Enterprises rendering Services	Composite Criteria: Investment in Plant & Machinery/equipment and Annual Turnover
Micro	Not exceeding Investment Rs.1 Crore and Annual Turnover Rs. 5 Crore
Small	More than Rs.1 Crore but does not exceed Rs.10 Crore and Annual Turnover More than Rs. 5 Crore not exceeding Rs. 50 Crore
Medium	More than Rs.10 Crore but does not exceed Rs.50 Crore and Annual Turnover More than Rs. 50 Crore not exceeding Rs.250 Crore.

*The investment in plant and machinery is the original cost excluding land and building and other items specified by the Ministry of Small-Scale Industries vide its notification.

Product Offerings

Following Products are offered by STFC

Commercial Vehicles and Equipment

1. Light Goods Vehicle- All goods vehicle having gross vehicle weight below 16.2 Tonnes vehicle would be considered in this category.
2. Heavy Goods Vehicle- All vehicles excluding those in construction vehicle category having gross vehicle weight above 16.2 Tonnes would fall under this category.
3. Construction Vehicle- All Vehicles and RTA registered machinery used for construction purpose will come under this category. Tippers would be included under this category.
4. Machinery/ Equipment- All stationary equipments used for commercial purposes (Not registerable under RTA)
5. Passenger Commercial- All passenger vehicles used for commercial purposes would come under this category
6. Car and Utility Vehicles- All passenger car and utility vehicles
7. Tractor & Farm Equipment- All farm related vehicles and equipments would come under this category

Business Loans

1. Working Capital Loans
2. Loans for Capital Investment for expansion purposes

Unsecured loans

The company will have unsecured loans portfolio to a maximum extent of 25% of its total lending portfolio

1. Loan assistance for General Insurance
2. Loan assistance for Life Insurance



3. Loan assistance for Vehicle repairs
4. Loan assistance for Vehicle Working capital requirement such as Toll/Tax/Fuel etc.,
5. Tyre Loans for existing vehicle customer
6. Personal Loan to existing customers

Geographical Coverage:

We would serve our customers all India through our branch network of more than 1000 branches, 1000 rural centres and Revenue sharing partners across India. Criteria for funding through Revenue sharing partner would be detailed in separate policy document.

Customer Categorization:

Customer categorization is necessary for assessing the risks and controlling concentration of exposure with few customers. Building a diverse portfolio is necessary to ensure that risks are contained to the optimum level. Also, it helps in providing better service to key customers.

STFC customers would be categorized by the business turnover:

Category	Type	Description
C	Small Customer	Unorganised financials/ Business Turnover upto 50 Lakh
B	Mid Customer	Availability of Audited Financials or ITR/ Business Turnover of upto 1 Crore
A	Large Customer	Availability of Audited Financials or ITR/ Business Turnover above 1 Crore

In no case the total exposure to the Borrower should exceed the Reserve Bank of India guidelines on Single /Group Borrowing exposure norms.

Caution profile of customer:

Following category of customer including immediate family members would be termed as caution profile and will require credit approval from Zonal Credit Committee irrespective of the exposure amount.

1. Any individual who has contested or is a potential contestant in election of legislative assembly / parliament, municipal body or panchayats
2. Any individual who holds office of any local/ regional political party/ National political party
3. Individuals working in police force (Gazetted officers to be excluded)
4. People who are known to have criminal / anti social background
5. Repossession and collection agents
6. Individuals who are lawyers/ advocates.
7. Companies having close family shareholding or beneficial ownership ;
8. Trusts, charities, NGOs/ unregulated clubs and organizations receiving donations
9. Customers that may appear to be Multi level marketing companies

**Customer Selection Criteria:****Customer selection Criterion- Individuals/ Proprietor**

Parameter	Qualification	Validation Document
Stability	Min 6 months residence in same place	Utility Bills/ Govt issued ID proof
External Guarantor	Mandatory for all loans	KYC to be obtained
Guarantor Track Record	Satisfactory	Field Investigation to be certified as per Limits of various products
Trade Reference Checks	Satisfactory	Field Investigation to be certified as per Limits of various products

Customer selection Criterion- Other than Individuals/ Proprietor

Parameter	Qualification	Validation Document
Turnover	Rs 10 Lakh	Financials to be verified
Repayment Track record	Satisfactory	Bank statement
Debt Service Coverage Ratio	≥ 1	Cash flow statements
Guarantor	Mandatory/ Internal preferred	KYC to be obtained
Trade reference Checks	Satisfactory	Field Investigation to be certified as per Limits of various products

Organizational Credit Hierarchy:

We believe in our relationship with the customer and we work with our customers to make them grow. This is possible when faster decisions can be taken and monitoring can be done through meetings with customer on continuous basis.

Our competency is quick service and quicker decision on funding and settlements.

Keeping up with the organizational philosophy Branch Managers, Regional Business head and Zonal business head have authority to approve the proposals as delegated to them from time to time.



Hence, The Credit hierarchy starts with Branch Team Leader(BTL) in the branch, which would check the sanctity of basic documents collected for the specific case and then the appraisal is done by Branch head, Regional Business head, Zonal Business Head and the Credit Committee as per policy

Exposure Guidelines

Company is mainly into retail lending, hence there is no cap on retail lending. Maximum exposure to the corporate sector will be not more than 15% of overall lending portfolio.

As a retail lender, company is mainly into auto loan sector lending. However, the company's maximum exposure will not be more than 5% of overall portfolio as a part of new initiatives/ventures.

The company will not

1. Lend to
 - a. any single borrower exceeding fifteen per cent of its owned fund; and
 - b. any single group of borrowers exceeding twenty five per cent of its owned fund;
2. Invest in
 - a. the shares of another company exceeding fifteen per cent of its owned fund; and
 - b. the shares of a single group of companies exceeding twenty five per cent of its owned fund;
3. Lend and invest (loans/investments taken together) exceeding (a) twenty five per cent of its owned fund to a single party; and (b) forty per cent of its owned fund to a single group of parties.

The concentration of credit norms

1. Funding not to exceed 5 per cent for any single party and by 10 per cent for a single group of parties, if the additional exposure is on account of infrastructure loan and/ or investment
2. However the above said limit is not applicable to investment/Loans made by the company in its subsidiaries/companies in the same group. But the same shall be reduced from the calculation of NOF

Capital Market Exposure

1. The company will maintain a Loan to Value (LTV) ratio of 50% for loans granted against the collateral of shares. LTV ratio of 50% shall be maintained at all times. Any shortfall in the maintenance of the 50% LTV occurring on account of movement in the share prices shall be made good within 7 working days.
2. In case where lending is being done for investment in capital markets, accept only Group 1 securities (specified in SMD/ Policy/ Cir - 9/ 2003 dated March 11, 2003 as amended from time to time, issued by SEBI) as collateral for loans of value more than Rs.5 lakh, subject to review by the Bank



3. Report on-line to stock exchanges on a quarterly basis, information on the shares pledged in their favour, by borrowers for availing loans

Real estate Exposure:

The company will be lending mainly for Business activities in connection with Automobiles and shall be taking immovable properties as collateral and the company will not directly lend for any activity such as real estate funding.

Internal credit rating:

Credit risk is the risk that the Company will incur a loss because its customers or counterparties fail to discharge their contractual obligations. The Company manages and controls credit risk by setting limits on the amount of risk it is willing to accept for individual counterparties and for geographical concentrations, and by monitoring exposures in relation to such limits.

Credit risk is monitored by the credit department of the Company. It is their responsibility to review and manage credit risk, including environmental and social risk for all types of counterparties. Credit risk consists of line credit managers who are responsible for their business lines and manage specific portfolios and experts who support both the line credit manager, as well as the business with tools like credit risk systems, policies, models and reporting.

The Company has established a credit quality review process to provide early identification of possible changes in the creditworthiness of counterparties.

The credit quality review process aims to allow the Company to assess the potential loss as a result of the risks to which it is exposed and take corrective actions.

The Company's internal credit rating grades on days past due(dpd) basis:

Internal rating grade	Internal rating description
Performing	
High grade	0 dpd
Standard grade	1 to 30 dpd
Sub-standard grade	31 to 60 dpd
Past due but not impaired	61 to 90 dpd
Non-performing	90+ dpd

Geographical concentration:

The company will be geographically concentrating in all the regions based on the business potential for disbursements for Lending for commercial vehicles which is the prime business of the company.

Funding in a particular state will not exceed 25% of overall lending portfolio.

**Restructuring of loan:**

The company will be doing its restructuring only based on its restructuring guidelines detailed in this policy

Asset Financing:

The company will be mainly financing the borrower for buying physical assets supporting productive/economic activity, such as automobiles, tractors and other commercial vehicles/assets and shall comply with RBI norms defined for AFC classification

Credit Committee:

Credit committee would be the apex body for regulating the credit culture in the company and would be responsible for the following:

1. Design and implementation of credit process
2. Implementation of Various credit assessment tools for helping operations team in better customer selection
3. Training for Credit assessment and monitoring of portfolio at various levels.
4. Monitoring of Delinquency and taking corrective actions
5. Decisions on write offs for loss cases
6. Decisions on funding in higher ticket size cases as decided from time to time

Operation work flow:

Following would be the typical workflow for sourcing to disbursement of a file in a branch

Steps	Process Flow	Responsibility
1	Sourcing by RE	RE
2	Lead entry into system	RE
3	Collection of Documents	RE
4	Proposal Entry	CSE
5	Document Check	BTL
6	Branch Manager Assessment & Approval	BM
7	If escalation, then RBH/ZBH/Committee Assessment & Approval	BM
8	Issue of Sanction Letter	BM
9	Signing of Agreement	RE/ BM
10	Margin Money Collection	RE/ BTL



11	Collection of Other Charges	RE/ BTL
12	Disbursement	BTL
13	Collection of Post Disbursement documents	BTL/RE
14	Dispatch to Doccell	BTL

Responsibility of Operations Team

In STFC operations team handles direct responsibility of Business and Credit. Hence it is important to understand the credit responsibilities at each level. While, respective heads including ZBH, RBH & BM are responsible for overall well being of the business under their control, they would be responsible for the entire process from customer selection to account settlement and for the documentation and recordings thereof.

It is important to understand that, Zonal Team Leads (Commercial heads) reports into the ZBHs, Hence ZBH with the help of Zonal Team leads would be responsible for recording of the process in system or documents thereof. Following responsibilities would be entrusted to various levels of hierarchy in operations.

Role of ZBH in Credit Quality

Zonal Business Head (ZBH) is the supreme authority of all branches and regional offices falling under his zone. All credit decisions taken by the team would be his responsibility.

Zonal Business Head is assumed to be having the supreme understanding of the Management Vision, Business Strategy, Rules & Regulations, Delegation of powers and the Regulators requirements with regards to maintenance of documents and assessment records thereof.

ZBH with his structured team of Operations and Commercial personnel would ensure compliance at all time.

Role of RBH in Credit Quality

Regional Business Head (RBH) is the supreme authority of all branches falling under his region. All credit decisions taken by the team would be his responsibility.

RBH shall take the guidance of Business Strategy from respective ZBH which would be in line with the Management Vision and Rules & regulations framed from time to time.

RBH would utilize all the resources of Operations and Commercial team to undertake business and ensure compliance at all time.

Role of Branch Manager in Credit Quality

Branch Manager plays very crucial role in STFC, as he is in direct contact with all the customers in his branch. All credit decisions would be taken by Branch Manager in his limits and it is his responsibility to prepare proper assessment (as guided from time to time) of all the proposals and decide on funding. Branch Manager is



expected to record the assessment in fair way before sending the same to RBH / ZBH/ Credit committee as per limits assigned for various products.

Branch Head would ensure required documentation and legal compliance, while growing the business as per management expectations.

Role of RE

Relationship Executive (RE) is the touch point between STFC and customer. Being the face of the organization RE should be a well groomed person with sufficient knowledge of products, processes and documentation. Continuous learning is the key to keep abreast in business and compliance.

RE would be responsible to handle the customer and fulfill all documentation requirements for all the cases sourced by him. RE would understand the process in detail and communicate with customer to gain more information about him and get the proposal through with minimum deviations.

Responsibility of Business Processing Team:

Role of ZTL

Zonal Commercial Head (ZTL) plays very crucial role in managing whole process from identification of proposed customer to closure of the loan. ZTL would take guidance from Zonal Business Head (ZBH) and would monitor the Credit assessment, Business processing and Documentation for the zone. ZTL would report all deviations and discrepancies to ZBH on periodic basis and ensure compliance through his team of RTL and BTL in the zone.

Role to RTL

Regional Commercial Head (RTL) would take business processing guidance from the respective RBH and would be guided by ZTL for system & Documentation work. RTL is supposed to know all the Rules, Regulation, Policies and circulars and is bound to ensure compliance at all time.

Role of BTL

Branch Admin (BTL) has a critical role in any organization, as he comes in direct contact with the customer at the time of personal interaction and disbursement. BTL should help Branch manager prepare an exhaustive appraisal note and ensure that all details are captured. BTL would ensure compliance for all rules and regulations, policies and circulars for each case.

Delegation of Powers (DOP):

Delegation is important aspect for any organization to ensure seamless decision making and business processing, while entrusting the responsibilities of profit and loss at enterprise level.

There may be different levels of powers delegated at various levels in hierarchy with different products.



This delegation would be updated from time to time through circulars and specific DOP shall be recorded in product specific policies.

The responsibility of following the DOP in spirit lies with the entire operations team, while system team would try to incorporate the same in system.

Any deviation in the DOP would be treated as exception and would be escalated to Zonal Credit Committee/Central Credit Committee/MD as the case may be.

Documentation:

Documentation consists of two parts,

1. For assessment of the proposal,
2. Legal documentation for entering into contract with customer availing loan facility.

Both parts are important as pre disbursement assessment would give an indication whether the relationship with customer is going to be profitable in the long run.

Following documents are necessary to be maintained by branch for each loan proposal

Pre-Disbursement

1. Assessment documents:
 - a. Duly filled application form
 - b. KYC Documents
 - c. Proof of Financial stability
 - d. Proof of Financial viability
 - e. Proof of application of funds
 - f. Project report/ Projections report
 - g. Assessment report by STFC employee
2. Legal Documentation:
 - a. Loan Agreement
 - b. Hypothecation deed on Assets Financed (Vehicle/ Machinery/ Stocks/ receivables)
 - c. Letter of Guarantee
 - d. Demand promissory Note
 - e. Any other document as specified by legal team for the specific loan

(All documents provided by customer should be self attested)

Post Disbursement

1. Collection of Proof of usage of funds for the purpose declared in application form
2. If project-based funding, Project completion report
3. For working capital disbursement, Stock report while ensuring that principal balance is only 75% of total stock at any point in time.



4. For machinery funding, Invoice to be taken and delivery of machine to be ensured.
5. Any other specific documents as applicable to various loans.

Collateral Management:

Collateral management includes selection of collaterals, risk in collaterals, valuation and inspection of collaterals, eligible financial collaterals and guarantees. Collateral is defined as the assets or rights provided to the financier by the borrower or a third party in order to secure a credit facility. Financier shall have the rights of secured creditor in respect of the assets/ contracts offered as security for the obligations of the borrower/ obligor.

Selection of Collaterals

Vehicle Loan: STFC with its established processes may value the vehicles well and therefore in Vehicle loans (New/ Used) no additional collateral is required. However, it should be ensured that the loan to value for a Vehicle loan never crosses 95% during the tenure of the loan

Vehicle valuations are populated through the UNO system where the maximum permissible limits would be published. Following matrix would be followed for approvals of vehicle loans

	Maximum permissible LTV		Loan Amount per customer
	USED	NEW	
Branch Manager	80%	90%	As decided by ZBH
Regional Business head	90%	95%	As decided by ZBH
Zonal Business Head	up to 100%	up to 100%	
Zonal Credit Committee	NA	NA	Up to 2 Crore
Central Credit Committee	NA	NA	Above 2 Crore



Business Loan

Primary Collateral: Primary collateral for the business loan would be the asset being generated by way of use of funds.

1. Stocks being funded would form the collateral for all working capital loans
2. Receivables of the financiers would form the collateral with STFC having its first charge on the same
3. Machines being funded should be hypothecated to STFC by way of an agreement with customer and taking original invoice into STFC custody
4. Other loans funded for working capital would have the business receivables and finished/ unfinished stocks as collateral to STFC

Customer would submit stock statement / receivables statement to STFC on quarterly basis ensuring coverage of the loan through collateral offered as agreed at the time of agreement.

In case of an individual/Non-individual being a borrower, Stock/Inventory statement may be submitted with self-certification of the borrower for all 4 quarters for loan value between Rs.5 lac and Rs.100 Lac. For more than Rs.100 Lac, it can be self-certified for 3 quarters and CA certified for March ended quarter.

In case of receivables funding, receivable statement to be verified and certified by authorized STFC executive for 3 quarters and CA certified statement for March ended quarter.

In case of Onward Lending to Financiers, receivable statement duly submitted on post disbursement against the lending should be certified by CA. The same to be verified and certified by authorized STFC executive to ensure that receivables submitted are as per the sanction. There after the receivable statement should be submitted every quarter as specified above.

It is important to ensure the value of proposed asset/s being taken as collateral and the decision lies with branch Manager/ RBH/ Zonal Credit Committee as per loan amounts in their limits

STFC wants to promote all kinds of small businesses but taking current assets as collateral may sometimes turnout to be risky due to conversion of current assets to cash may not be optimally possible all times.

Hence, STFC would ensure enough coverage through Property collateral for most of the loans disbursed for business purpose. This would be considered as secondary collateral

Secondary Collateral:

Secondary collateral should be obtained to ensure additional coverage against the loan outstanding.

The secondary collateral may be in the form of any of the below:

1. Residential Property
2. Commercial Property
3. Land



4. Vehicles
5. Machineries

Proper Valuation and legal search is compulsory in each case where property is being taken as collateral. However in case of machineries a hypothecation agreement would suffice. While vehicles should be hypothecated by way of endorsement on Registration Certificate (RC)

Secondary property can be a single property of multiple properties against one loan agreement.

All properties which are taken as collateral should be entered into CERSAI so as to protect our first charge on the property

However, Registration of Mortgage of deposit of Title deed (MODT) may be followed as per the local practices in respective state. Zonal Credit Committee would however take guidance from legal department and decide on the process of obtaining secondary collateral in respective zones

Total loan amount is restricted to the maximum of 90% of the value of primary and secondary collateral.

Loan Recall

STFC would mandate customers to ensure security coverage at the LTV decided at the time of agreement.

In case customer fails to maintain/ replace/ furnish security against the loan or the value of security falls thereby cover being reduced for a loan, STFC has right to recall the part/ total loan amount outstanding with future principal as on date and settle the loan within 15 days of the recall notice.

Failing to repay the loan/ satisfy security requirement, legal procedures would be followed.

RBI Guidelines

Guidance may be taken from the Master Directions of Reserve Bank of India, which may be accessed from the below link:

1. **Master Direction - Non-Banking Financial Company - Systemically Important Non-Deposit taking Company and Deposit taking Company (Reserve Bank) Directions, 2016**
2. **Master Direction - Know Your Customer (KYC) Direction, 2016**

All circulars and amendments with reference to the said master directions should be followed in letter and spirit. Principal of "*Ignorantia juris non excusat or ignorantia legis neminem excusat*" would be applicable, which means that ignorance of law is no excuse for escaping the liability.

**Guarantee Requirements**

All loans should be backed by a strong guarantor except for Business Loans where Guarantor is optional. Guarantors from relatives should be avoided. Cross Guarantees should be avoided

In case of companies, internal guarantor(s) would be the promoter director(s) having management control in the company. Personal guarantees of all such directors would be taken

External guarantor would be the third party guarantor who does not have any stake or control in the company/firm and does not belong to the same family and their in-laws.

Business Vintage:

Business Vintage should be defined for the applicant or his immediate family members. The business vintage should be evidenced by any proof of business/ tax payment receipt/ Field investigation for small ticket size cases as specified in the respective policy.

Residence Stability:

Residence stability is required to understand the customer's intention to continue in the city or shift the city on failure. This can be defined as period of stay in the same city. Documentation to prove the continuous residence in same city should be obtained and assessment of future stability may be obtained from the Field investigation and reference checks

Establishment of ownership

Ownership of Business, Vehicle, Machinery, Equipment etc. may be established by proof of purchase on the name of the applicant, Registration certificate in the name of owner, company etc..

Financial Ratios & Financial Assessment

All financial ratios as required in the Customer assessment format would be required to be keyed in from the numbers available in financial statements including Profit and loss account, Balance sheet, Cash flow statement/bank statement, Credit Bureau statement etc.

Only latest financial reports should be taken for assessment.

Leverage: Leverage is defined as Total liabilities to tangible net worth of the company. This shows how much of the liabilities are covered through equity capital

Debt Service Coverage Ratio (DSCR): This is a measure of ability of the customer to service its debt repayment capacity. it is defined as $(PAT + Depreciation + interest) / (Current\ portion\ (less\ than\ 12\ months) of\ long\ term\ debt\ payable + short\ term\ debt\ due\ with\ in\ 12\ months + interest)$. Debt would exclude WC limits, which are perennial in nature and get rolled over & Loans from friends and relatives, which is quasi-equity in nature.



PBDIT (Profit before Depreciation Interest and Taxes): Profit of the company should be in increasing trend and any dip in profit should be justified with detailed note. For partnership and closely held companies remuneration paid to partners/ directors can be added back to profits.

Profitability: Profitability shall be defined as the ratio of PBDIT to gross sales / Total Billing/ Gross Revenue/ Contract receipts in the concerned financial year

Repayment track Record/ Repayment History:

Average delay (AD) shall be calculated as total no of days delay in a year for all installments divided by no of installments in a year. Advance installment days is not to be deducted from delay days

Peak Delay (PD) shall be calculated as the maximum no of days delay (DPD) in one single installment among all installments paid in a year.

One of the following will be used as evidence of the payment history:

- Statement of account from financiers providing details of the payment due dates , as well as the dates on which Loan payments were actually received
- Receipts issued by financiers for payments made, which will be accepted only for payments made by cash or by demand draft; in the event of payment by cheques, bank statements would be verified to validate payment history
- Prompt payment rebate letters from financiers recognizing & rewarding payment history
- Customer's loan statement of account and/or bank statement

Track record would always mean for a minimum period of 12 months

Repeat Funding:

There would be a cooling period after funding for a minimum period of 6 months for business loan, No loan can be disbursed to such person until the loan was already sanctioned under single sanction letter in previous funding.

Appraisal done for an applicant would be only valid for 60 days. Fresh appraisal would be required for the applicant, in case of non- funding, case cancellation.

KYC Policy:

KYC policy would be guided by RBI Master Direction - Know Your Customer (KYC) Direction, 2016 as and when amended. KYC policy would be a separate policy and would be applicable to all products.

Environmental Clearances:

As per the notification issued by Ministry of Environment and Forests dated 27.01.1994 following needs to be followed:



As per the notification, Public Hearing is not required in respect of (i) small scale industrial undertakings located in (a) notified/designated industrial areas/industrial estates or (b) areas earmarked for industries under the jurisdiction of industrial development authorities; (ii) widening and strengthening of highways; (iii) mining projects (major minerals) with lease area up to 25 hectares, (iv) units located in Export Processing Zones, Special Economic Zones and (v) modernisation of existing irrigation projects.

In case of the following site specific projects:

- (a) Mining;
- (b) Pit-head thermal power stations;
- (c) Hydro-power, major irrigation projects and/or their combination including flood control;
- (d) Ports and Harbours (excluding minor ports);
- (e) Prospecting and exploration of major minerals in areas above 500 hectares;

The project authorities will intimate the location of the project site to the Central Government in the Ministry of Environment and Forests while initiating any investigation and surveys. The Central Government in the Ministry of Environment and Forests will convey a decision regarding suitability or otherwise of the proposed site within a maximum period of thirty days. The said site clearance shall be granted for a sanctioned capacity and shall be valid for a period of five years for commencing the construction, operation or mining.

Take Over of loans:

If customer approaches for a loan which is already under finance with other Bank/Financial institution, such loans can be taken over based on the following -

- i) Reason for change of lender to be taken from customer
- ii) Statement of Account and Letter with the proposed settlement amount to be obtained
- iii) Loan status should be standard asset.
- iv) NOC issuance procedure to be checked with the current lender.
- v) The proposal should satisfy our existing credit norms.

Deal Process Flow:



Lead Generation: Lead generation is most important part of business process flow; leads can be generated from existing customer base, customer/ guarantor references/ market references, etc.

All leads should be entered into the system for proper tracking of the leads for future reference, irrespective of whether the proposal is sanctioned or rejected.

Each lead captured today would be a business opportunity at some point in time.

Customer Meeting: If a lead fructifies into a meeting with customer, following should be done by the RE.

Basic Credit evaluation: During the meeting with the client, RE evaluates the client on various parameters like stability, clients business, his associations, his work in hand/ deployment intentions, asset base, financial facilities and discipline etc.

Asset/ Fund requirement justification: Basis the work in hand/ capital requirements/ deployment opportunities the Relationship executive does a primary assessment on Asset/ fund requirement and its profitable deployment.

In case of refinance, Relationship Executive would also do end use verification and application of same for business purpose. If the end use/ application of money is otherwise, cash flow justification and customer's ability on repayments should adequately justify the funding.

Documentation:

Once the RE gets convinced on funding the client and commercial viability of asset/ fund under the proposed deployment plan; he gets basic credit documents done. RE will also collect the copies of RC/ Invoice/ Property papers/ financial reports etc.

Rating & Reference Checks:

Post documentation, the RE will do the grading of the client with trade reference checks. Checks need to be done with,

- Suppliers: Existing suppliers of raw materials/ consumables forming at least 10% of total expenditure in business
- Similar Businesses: People operating in the same line of business and are peers to proposed client
- Principals/ Customers: People for whom the client may be working for in the capacity of agent OR those customers who contribute at least 10% of the share of his business.

Approval & Booking Process:

RE will provide basic KYC details of customer and guarantor & asset details to branch admin (BTL), who will generate customer ID and will go to stage -1 data entry and generate proposal number. He will run internal dedupe & , Credit Bureau report for required cases.



Branch Manager will initiate valuation of Asset/ Inventory/ property through empanelled valuer.

Branch Admin would ensure a complete file with required KYC, Application form, internal rating, Credit Bureau report, legal assessment, NACH Mandate, Customer assessment form and submit to Branch Manager.

Branch Manager would record his assessment in the file for deciding on the Amount, LTV, Rate and tenure with specified reasons in deviations from the policy rates and LTV (If any) and approve the case under his limits and escalate the file to RBH/ ZBH/ Credit committee as per the approval matrix.

After approval is obtained, the branch admin would proceed for data entry into system and issue sanction letter with terms and conditions of the loan. All terms to be complied by the customer should be mentioned in the sanction letter viz, Periodic submission of documents, stock report, financial documents, maintenance of stocks etc.

Branch Manager initiates the process of mortgage/ hypothecation in registrar office/ vehicles as per the collateral being obtained.

Legal documents like agreement, hypothecation deed, Demand Promissory Note and other case specific documents should be signed by the customer and branch manager with the witnesses thereof.

If case is rejected, branch admin will capture the same as rejection and input the customer details in dedupe data.

Collection Process and Triggers:

STFC would have customer relationship based collection policy, there would not be policy driven norms for recovery of vehicle/ asset from the customer. Branch Manager would decide on the recovery of vehicle/asset from customer depending upon the relation with customer. However, Branch Manager would abide by the collection guidelines and would try to maintain most of the cases under 90 DPD.

As STFC look forward to following 90DPD NPA regime, any loan going into the 60 DPD bucket should be viewed stringently.

Buckets	Proposed Action
0 Bucket	RE follows up with the client for repayment and ensures collection through various modes available
1-30 Bucket	Branch Manager follows up the RE for collection and ensures the collection
31-60 Bucket	Branch Manager meets the customer and takes feedback on collection
61-90 Bucket	RBH to get involved for collection, meets customer for follow up of collection
91-120 Bucket	Loan recall notice to be sent giving 10 days notice. Asset Recovery formalities to be started to ensure vehicle custody in good condition
121+	Legal recovery procedure to start with sale of asset/ non availability of asset

**Portfolio Monitoring:**

The need for monitoring process is to identify related problem at early stage and helping business to take corrective action.

- Non starter and early delinquency review
The Branch Manager would obtain the data from respective RE and would start meeting the customers to understand the problems underlying the reason for delinquency and ensure roll back of customer to regular.
- A customer would be deemed to be a non- starter where first EMI remains unpaid
- Early delinquency customers would be those customers who have more than 3 EMIs outstanding within 12 months of contract.

Asset Recovery Policy:**Movable Assets:**

Cases which are more than 3 EMI's due would qualify for the recovery of asset from the customer

For cases wherein the customer is in 0- 60 DPD and the asset is at risk with third party and the intention of the same is questionable then such assets should be recovered immediately.

Prior to asset recovery notices like 60 DPD and the loan recall notice have to be sent to the customer. Asset can only be recovered from the customer after 10 days of the date of sending of the notice.

After recovery of the asset from customer, Branch Manager would ensure that the police station under the jurisdiction of which the asset is recovered, has been informed.

After taking the custody the employee would make an inventory sheet and take the asset to the nearest empanelled parking yard of the company/ Automall Yard.

In case the circumstances prevail wherein we cannot park the asset in an empanelled yard, prior approval from RBH has to be taken for parking the asset at an un-empanelled location.

Post recovery of asset from customer, notice to be sent to the customer giving the details of the entire outstanding amount and a time period of 10 days to make the payment.

Resale Activity process

Assets in stock would be sold within reasonable time from the date of recovery from customer, including the notice period given to the customer.

For asset sale, valuation of movable assets must be done and the photographs in the prescribed format as required by the company.



Post receiving the quotes and resale approval from the RBH, the resale payment has to be deposited within 5 working days failure of which may lead to accepting the next best quote

0-10 days	Notice period of customers
11-30 days	Quotes to be collected
31-40 days	Resale approval and application of resale proceeds
41-90 days	Asset can be only in custody if the customer has taken legal action, Business team wants to further negotiate

Asset Liquidation process:

Once the asset has been recovered from customer, the same has to be reported into the system with 48 hours from the date of recovery.

Pre asset recovery notices, police intimation, post asset recovery notice, Inventory sheet duly signed by employee and the confirmation from parking yard will have to be handed over at the branch

RBH would be the final authority to decide on the sale amount.

Once the sale proceeds are received in the system, closure of the contract will have to be initiated and NOC handed over to the buyer.

Contracts that have shortfall will then be forwarded to legal department for recovery of the losses based on the terms of the agreement.

Branch Manager/ RBH would follow up with each case and ensure closure at earliest.

Immovable Assets:

Recovery from immovable assets would be triggered as done in movable assets; however procedure followed would be as per state laws. All cases would be routed through legal retainers for sending notices and taking charge of property for auction. As real estate is state subject, recovery procedures as per state laws would be followed.

Asset Release approval Matrix:

All Outstanding dues paid (inclusive of Interest, penal, Cheque/NACH dishonour charges, Repo charges, & Legal expenses)

Approval authority to release the assets lies with Branch manager if the case is brought under 60 DPD



Any other deviations rest with RBH

Loan Settlement Matrix:

Loan settlement would be dealt through a separate settlement policy

Restructuring of Loans

Due to various economic issues a loan may not perform up to the satisfaction of STFC. In such scenario it is critical to assess the viability of repayment by the customer in future. If there seems to be no future cash flows (unviable operations), it would be prudent to recover the asset funded and realise the balance amounts from the same and proceed for legal recovery for collection through sale of customer's other assets.

In case the arrears of the customer are temporary in nature and it is certain that repaying arrears in one shot would not be possible by the customer, restructuring a loan would be the option to help customer to come out of temporary issues. (Viable operations)

It is important to assess the future outlook of cash flows from the customer.

Restructuring of loans would be allowed subject to following conditions:

1. The customer has dues of more than 3 EMIs
2. The present assessment of the customer is positive and it is ensured that future repayments would not be impacted due to non-availability of enough cash flows.
3. Loan to Value should be maintained at reasonable levels.
4. Additional collateral may be taken in case the vehicle value / assets mortgaged with us do not support the LTV of funding amount.

Minimum requirements for restructuring:

1. At least some portion of the amount should be repaid by the customer and balance amount may be converted into a schedule with interest.
2. There should be no outflow to the customer in case of restructuring on the same asset, however as per appraisal if there is a requirement of the outflow to customer to ensure fresh cash flows, STFC may decide to provide additional funds to customer with additional security being obtained maintaining the LTV as per policy.

Any deviations from this policy would be escalated to Zonal Business Head and the credit committee for ratification/ penalty waiver.

ANNEXURE X: LATEST ALM STATEMENT

Ref. No.: NSE/21-22/CPALM/07

October 14, 2021

National Stock Exchange of India Limited

Listing Department
Exchange Plaza, 5th Floor,
Plot no. C/1, G-Block,
Bandra-Kurla Complex,
Mumbai – 400 051

Dear Sir / Madam,

Sub: Asset Liability Management (ALM) - Reporting**Ref.: SEBI circular SEBI/HO/DDHS/DDHS/CIR/P/2019/115 dated October 22, 2019**

Pursuant to the Securities and Exchange Board of India circular bearing reference number SEBI/HO/DDHS/DDHS/CIR/P/2019/115 dated October 22, 2019, regarding “Framework for Listing of Commercial papers”, please find enclosed the ALM statement of the Company as on September 30, 2021 submitted to the Reserve Bank of India.

We request you to take the aforesaid on records.

Thanking You,

Yours faithfully,

For Shriram Transport Finance Co. Ltd**PARAG****SHARMA****Parag Sharma****Joint Managing Director & CFO**

(Digitally signed by PARAG SHARMA, DN: cn=PARAG SHARMA, o=Shriram Transport Finance Company Limited, email=parag.sharma@shriramtransportfinance.com, c=IN, date=2021.10.14 10:57:00 +05'30')

Encl: As above

Shriram Transport Finance Company Limited

Corporate Office: Wockhardt Towers, Level - 3, West Wing, C-2, G-Block, Bandra - Kurla Complex, Bandra (East), Mumbai - 400 051. Tel: +91 22 4095 9095 | Fax: +91 22 4095 9997.

Registered Office: 5th Towers, Plot No 14A, South Phase, Industrial Estate, Gundry, Chennai - 600 032, Tamil Nadu, India. Tel: +91 44 2499 0356 | Fax: +91 44 2499 3272.

Website: www.stfc.in | Corporate Identity Number (CIN) — L85191TN1978PLC007874

Western Transport Finance Company Limited

(Rs. in lakhs)

Statement of Structural Liquidity as on September 30, 2021 (RBI XBR)		Period										
Particulars		0 day to 7	8 days to 14	15 days to	Over one	Over two	Over three months	Over 6	Over 1 year	Over 3 years	Over 5 years	Total
		days	days	30/31 days	month and	months and	and upto 6	months and	and upto 1	and upto 5	and upto 5	
		K014	K030	K036	K040	K046	K052	K058	K064	K070	K076	K114
A. LIABILITIES												
1. Capital (Equity)												
(i) Equity Capital	Y010	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(ii) Perpetual / Non Redeemable Preference Shares	Y016	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(iii) Non Perpetual / Redeemable Preference Shares	Y018	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(iv) Others	Y019	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2. Reserves & Surplus												
(a) Statutory Reserve (Section 45(1)(c) of the Companies Act, 2013)	Y020	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(b) Share Premium Account	Y021	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(c) General Reserve	Y022	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(d) Statutory Reserve (Section 45(1)(c) of the Companies Act, 2013)	Y023	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(e) Reserve under Sec 45(1)(c) of the Companies Act, 2013	Y024	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(f) Capital Redemption Reserve	Y025	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(g) Debenture Redemption Reserve	Y026	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(h) Other Capital Reserves	Y027	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(i) Other Reserve Reserves	Y028	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(j) Investment Fluctuation Reserves/ Investment Reserves	Y029	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(k) Revaluation Reserve (R&V)	Y030	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(l) Goodwill - Property	Y031	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(m) Goodwill - Financial Assets	Y032	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(n) Share Application Money Pending Allotment	Y033	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(o) Others (Please mention)	Y034	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(p) Balance of profit and loss account	Y035	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3. Debt, Loans, Deposits & Borrowings	Y036	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(a) Plain Vanilla Bonds (As per residual maturity of the instruments)	Y037	0.00	0.00	1,17,244.90	0.00	1,83,153.00	1,12,879.30	1,30,716.00	1,46,888.30	0.00	0.00	1,13,379.30
(b) Bonds with embedded call / put options including zero coupon / deep discount bonds / As per residual period for the earliest exercise date for the embedded option	Y038	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(c) Fixed Rate Notes	Y039	0.00	0.00	14,312.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4. Deposits (R&V)	Y040	13,156.00	11,475.00	27,198.00	32,078.00	39,530.00	1,83,662.00	1,34,012.00	1,12,218.00	1,04,388.00	0.00	36,677.00
(i) Term Deposits from Public	Y041	13,156.00	11,475.00	27,198.00	32,078.00	39,530.00	1,83,662.00	1,34,012.00	1,12,218.00	1,04,388.00	0.00	36,677.00
(ii) Others	Y042	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5. Borrowings (Debt Instruments) (Borrowings)	Y043	81,812.00	21,362.00	40,841.00	1,52,487.00	2,48,735.00	6,14,042.00	11,81,083.00	19,84,418.00	7,44,366.00	3,41,442.00	36,677.00
(a) Bank Borrowings (as per residual maturity)	Y044	77,634.00	15,471.00	26,171.00	1,09,020.00	1,67,246.00	4,29,073.00	10,28,251.00	18,11,417.00	5,79,504.00	1,13,511.00	40,177.00
(i) Bank Borrowings in the nature of Term Money Borrowings	Y045	6,331.00	2,084.00	5,989.00	14,871.00	29,154.00	1,41,131.00	1,62,794.00	3,63,807.00	1,12,070.00	0.00	15,280.00
(ii) Bank Borrowings in the nature of MCLR	Y046	71,303.00	0.00	11,182.00	9,879.00	0.00	86,892.00	0.00	0.00	0.00	0.00	0.00
(iii) Bank Borrowings in the nature of Cash Credit (CC)	Y047	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(iv) Bank Borrowings in the nature of Letter of Credit (LC)	Y048	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(v) Other bank borrowings	Y049	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(b) Bank Borrowings in the nature of FCIs	Y050	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(i) Other bank borrowings	Y051	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(c) Inter Corporate Deposits (Other than Related Parties) (These being institutional / wholesale deposits, shall be stated as per their residual maturity)	Y052	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(d) Loans from Related Parties (including LCIs)	Y053	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(e) Corporate Debts	Y054	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(f) Borrowings from Central Government / State Government	Y055	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(g) Borrowings from RBI	Y056	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(h) Borrowings from Public Sector Undertakings (PSUs)	Y057	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(i) Borrowings from Others (Please specify)	Y058	3,178.00	3,011.00	0.00	0.00	30,751.00	33,803.00	31,030.00	2,57,312.00	1,19,313.00	0.00	5,18,362.00
(j) Government Guarantees (R&V)	Y059	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(k) Non-Convertible Debentures (R&V) (NCDs)	Y060	1,011.00	4,876.00	441.00	18,714.00	1,487.00	1,54,244.00	81,120.00	4,91,312.00	1,02,124.00	0.00	21,47,264.00
(l) Second (as per residual maturity)	Y061	1,011.00	4,876.00	441.00	18,714.00	1,487.00	1,54,244.00	81,120.00	4,91,312.00	1,02,124.00	0.00	21,47,264.00
(m) Others (as per residual maturity)	Y062	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(n) Subscribed by Retail Investors	Y063	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(o) Subscribed by Banks	Y064	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(p) Subscribed by NBFCs	Y065	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(q) Subscribed by Mutual Funds	Y066	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(r) Subscribed by Insurance	Y067	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(s) Subscribed by Pension Funds	Y068	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(t) Others (Please specify)	Y069	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(u) Subscribed by Retail Investors	Y070	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(v) Subscribed by Banks	Y071	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(w) Subscribed by NBFCs	Y072	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(x) Subscribed by Mutual Funds	Y073	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(y) Subscribed by Insurance	Y074	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(z) Subscribed by Pension Funds	Y075	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(aa) Others (Please specify)	Y076	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Western Transport Finance Company Limited											
(In, in local)											
Statement of Structural Liquidity as on September 30, 2021 (RUB XXX)											
Particulars		0 day to 7	8 days to 14	15 days to	Over one	Over two	Over 3 months	Over 6	Over 1 year	Over 3 years	Over 4 years
		days	days	30/31 days	month and	months and	and upto 6	months and	and upto 1	and upto 5	and upto 10
		RUB	RUB	RUB	RUB	RUB	RUB	RUB	RUB	RUB	RUB
(A) Convertible Instruments (Arts)											
(Purchases with embedded call / put options)											
As per residual period for the earliest exercise date for the embedded option											
	Y100	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
A. Secured (interbanking)											
Of which: (a) Subscribed by Retail Investors	Y710	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(b) Subscribed by Banks	Y711	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(c) Subscribed by VPFs	Y712	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(d) Subscribed by Mutual Funds	Y713	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(e) Subscribed by Insurance	Y714	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(f) Subscribed by Pension Funds	Y715	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(g) Others (Please specify)	Y716	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
B. Unsecured (interbanking)											
Of which: (a) Subscribed by Retail Investors	Y720	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(b) Subscribed by Banks	Y721	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(c) Subscribed by VPFs	Y722	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(d) Subscribed by Mutual Funds	Y723	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(e) Subscribed by Insurance	Y724	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(f) Subscribed by Pension Funds	Y725	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(g) Others (Please specify)	Y726	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(h) Subordinate Debt	Y727	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(i) Perpetual Debt Instrument	Y728	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(Total Security Finance Transactions) (interbanking)											
(a) Repo	Y800	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(b) Reverse Repo	Y801	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(c) OMO	Y802	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(d) Others (Please specify)	Y803	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7 Current Liabilities & Provisions (interbanking)	Y900	10,712.00	254.00	16,171.00	7,951.00	6,701.00	2,079.00	11,961.00	11,961.00	11,961.00	1,111.00
(a) Security creditors	Y901	10,712.00	254.00	16,171.00	7,951.00	6,701.00	2,079.00	11,961.00	11,961.00	11,961.00	1,111.00
(b) Deposits payable (Other than interest)	Y902	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(c) Advance income received from borrowers pending adjustment	Y903	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(d) Interest payable on deposits and borrowings	Y904	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(e) Provisions for Standard Assets	Y905	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(f) Provisions for Non Performing Assets (NPAs)	Y906	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(g) Provisions for Investment Portfolio (IPF)	Y907	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(h) Other Provisions (Please specify)	Y908	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
8 Statutory Dues	Y1000	3,171.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9 Unclaimed Deposits (UD)	Y1001	14,361.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(a) Pending for less than 3 years	Y1002	14,361.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(b) Pending for greater than 3 years	Y1003	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10 Any Other Unclaimed Amount	Y1004	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
11 Debt Service Realization Account	Y1005	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
12 Other Offsets	Y1006	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13 Offsets (On Account of Off Balance Sheet (OBS) Exposure (Interbanking))	Y1007	11,814.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(a) Loan commitments pending disbursement	Y1008	11,814.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(b) Lines of credit committed to other institutions	Y1009	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(c) Total Letter of Credits	Y1010	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(d) Total Guarantees	Y1011	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(e) Bill discounting/rediscounting	Y1012	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(f) Total Derivative Exposure (Interbanking)	Y1013	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(a) Forward Foreign Contracts	Y1014	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(b) Futures Contracts	Y1015	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(c) Options Contracts	Y1016	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(d) Forward Rate Agreements	Y1017	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(e) Swaps - Currency	Y1018	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(f) Swaps - Interest Rate	Y1019	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(g) Credit Default Swaps	Y1020	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(h) Other Derivatives	Y1021	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(i) Others	Y1022	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
A. TOTAL OFFSETS (A)	Y1200	1,01,114.00	10,361.00	2,41,751.00	2,11,814.00	4,71,814.00	11,11,814.00	10,71,814.00	11,11,814.00	11,11,814.00	1,11,114.00
A1. Cumulative Offsets	Y1201	1,01,114.00	10,361.00	2,41,751.00	2,11,814.00	4,71,814.00	11,11,814.00	10,71,814.00	11,11,814.00	11,11,814.00	1,11,114.00

Western Transport Finance Company Limited											
(Rs. in lakhs)											
Statement of Structural Liquidity as on September 30, 2021 (RBI XBR)											
Particulars		0 day to 7	8 days to 14	15 days to 30/31	Over one	Over two	Over three months	Over 6	Over 1 year	Over 3 years	Over 5 years
		days	days	days	month and	months and	and upto 6	months and	and upto 1	and upto 3	and upto 5
		R000	R000	R000	R000	R000	R000	R000	R000	R000	R000
A. NET WORTH											
1. Cash (In 1 to 30/31 day time bucket)	11270	7,272.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7,272.00
2. Securities In Transit	11280	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3. Balances With Banks	11290	6,71,343.00	7,989.00	3,33,186.00	50,362.00	3,60,184.00	1,33,738.00	1,71,886.00	3,512.00	0.00	25,44,900.00
a) Current Account	11300										
(The stipulated minimum balance for shown in 6 months to 1 year bucket. The balance in excess of the minin balance for shown in 3 to 30 day time bucket)		2,88,126.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,88,126.00
b) Deposit Accounts (Short Term Deposits	11310	3,83,217.00	7,989.00	3,33,186.00	50,362.00	3,60,184.00	1,33,738.00	1,71,886.00	3,512.00	0.00	22,56,774.00
(As per residual maturity)											
4. Investments (Self-Debt)	11320	0.00	980.00	3,03,146.00	3,303.00	5,041.00	12,047.00	11,186.00	65,377.00	10,164.00	3,24,304.00
(Holding Investments only for RBI Co-E)	11330	0.00	0.00	0.00	1,574.00	1,171.00	832.00	1,030.00	10,463.00	3,613.00	2,18,843.00
(a) Listed Investments	11340	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(i) Current	11350	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(ii) Non-current	11360	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(b) Unlisted Investments	11370	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(i) Current	11380	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(ii) Non-current	11390	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(c) Various Capital Units	11400	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(d) Others (Please Specify)	11410	0.00	980.00	3,03,146.00	3,303.00	5,041.00	12,047.00	11,186.00	65,377.00	10,164.00	3,24,304.00
5. Reserves (Please Specify)	11420	2,01,892.00	65,207.00	3,49,610.00	3,78,936.00	3,78,937.00	9,98,262.00	18,32,878.00	13,98,969.00	11,10,499.00	17,800.00
(a) Bill of Exchange and Promissory Notes Discounted & rediscounted	11430										
(As per residual maturity of the underlying bill)		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(b) Term Loans	11440										
(The cash inflows on account of the interest and principal of the loan may be dated in respective time buckets as per the timing of the cash flows as stipulated in the original / revised repayment schedule)		2,01,892.00	65,207.00	3,49,610.00	3,78,936.00	3,78,937.00	9,98,262.00	18,32,878.00	13,98,969.00	11,10,499.00	17,800.00
(i) Through Regular Payment Schedule	11450	2,01,892.00	65,207.00	3,49,610.00	3,78,936.00	3,78,937.00	9,98,262.00	18,32,878.00	13,98,969.00	11,10,499.00	17,800.00
(ii) Through Bullet Payments	11460	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(c) Interest to be serviced through regular schedule	11470	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(d) Interest to be serviced as to be Bullet Payments	11480	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6. Other Assets (Please Specify)	11490	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(a) Subordinated	11500	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(i) All over due and investments of principal falling due during the next three years	11510	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(ii) Entire principal amount due beyond the next three years	11520	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(iii) In the next 1 years time bucket	11530	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(iv) In the next 1 years time bucket	11540	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(v) In the next 1 years time bucket	11550	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(vi) In the next 1 years time bucket	11560	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(vii) In the next 1 years time bucket	11570	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(viii) In the next 1 years time bucket	11580	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(ix) In the next 1 years time bucket	11590	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(x) In the next 1 years time bucket	11600	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(xi) In the next 1 years time bucket	11610	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(xii) In the next 1 years time bucket	11620	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(xiii) In the next 1 years time bucket	11630	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(xiv) In the next 1 years time bucket	11640	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(xv) In the next 1 years time bucket	11650	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(xvi) In the next 1 years time bucket	11660	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(xvii) In the next 1 years time bucket	11670	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(xviii) In the next 1 years time bucket	11680	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(xix) In the next 1 years time bucket	11690	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(xx) In the next 1 years time bucket	11700	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(xxi) In the next 1 years time bucket	11710	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(xxii) In the next 1 years time bucket	11720	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(xxiii) In the next 1 years time bucket	11730	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(xxiv) In the next 1 years time bucket	11740	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(xxv) In the next 1 years time bucket	11750	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(xxvi) In the next 1 years time bucket	11760	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(xxvii) In the next 1 years time bucket	11770	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(xxviii) In the next 1 years time bucket	11780	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(xxix) In the next 1 years time bucket	11790	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(xxx) In the next 1 years time bucket	11800	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(xxxi) In the next 1 years time bucket	11810	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(xxxii) In the next 1 years time bucket	11820	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(xxxiii) In the next 1 years time bucket	11830	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(xxxiv) In the next 1 years time bucket	11840	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(xxxv) In the next 1 years time bucket	11850	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(xxxvi) In the next 1 years time bucket	11860	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(xxxvii) In the next 1 years time bucket	11870	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(xxxviii) In the next 1 years time bucket	11880	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(xxxix) In the next 1 years time bucket	11890	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(xl) In the next 1 years time bucket	11900	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(xli) In the next 1 years time bucket	11910	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(xlii) In the next 1 years time bucket	11920	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(xliiii) In the next 1 years time bucket	11930	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(xliv) In the next 1 years time bucket	11940	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(xlv) In the next 1 years time bucket	11950	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(xlvi) In the next 1 years time bucket	11960	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(xlvii) In the next 1 years time bucket	11970	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(xlviii) In the next 1 years time bucket	11980	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(xlvix) In the next 1 years time bucket	11990	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(l) Others	11810	21,000.00	1,857.00	1,857.00	979.00	979.00	2,664.00	6,777.00	52,618.00	33,444.00	94,880.00
16. Security Finance Transactions (Arbitrage)	11820	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
a) Swap	11830	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(As per residual maturity)											
b) Reverse Repo	11840	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(As per residual maturity)											
c) CRR	11850	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(As per residual maturity)											
d) Others (Please Specify)	11860	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
17. Income On Account of Off Balance Sheet (OBS) Exposure (Arbitrage)	11870	0.00	0.00	0.00	0.00	0.00	12,814.00	0.00	8,886.00	4,746.00	26,147.00
(a) Loans committed by other institution pending disbursement	11880	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(b) Lines of credit committed by other institution	11890	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(c) Fully disclosed/undisclosed	11900	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(d) Partial Derivative Exposure (Arbitrage)	11910	0.00	0.00	0.00	0.00	0.00	12,814.00	0.00	8,886.00	4,746.00	26,147.00
(i) Forward Rate Contracts	11920	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(ii) Futures Contracts	11930	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(iii) Options Contracts	11940	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(iv) Forward Rate Agreements	11950	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(v) Swaps - Currency	11960	0.00	0.00	0.00	0.00	0.00	12,814.00	0.00	8,886.00	4,746.00	26,

ANNEXURE XI: RELATED PARTY TRANSACTIONS

Shriram Transport Finance Company Limited
Summary of related party transactions as on March 31, 2021

(Rs. In Crore)

Particulars	Promoter		Promoter group		Associate		Employees' benefit plan		Key management personnel		Relative of key management personnel		Total	
	March 31, 2021	March 31, 2020	March 31, 2021	March 31, 2020	March 31, 2021	March 31, 2020	March 31, 2021	March 31, 2020	March 31, 2021	March 31, 2020	March 31, 2021	March 31, 2020	March 31, 2021	March 31, 2020
Payments/Expenses													-	-
Payment to key management personnel	-	-	-	-	-	-	-	-	1.68	1.76	-	-	1.68	1.76
Royalty	-	-	173.35	169.69	-	-	-	-	-	-	-	-	173.35	169.69
Service charges	43.99	41.90	-	-	-	-	-	-	-	-	-	-	43.99	41.90
IT & BPO charges	-	-	68.03	68.88	-	-	-	-	-	-	-	-	68.03	68.88
Rent	0.26	0.78	0.02	0.02	7.94	7.04	-	-	-	-	-	-	8.22	7.84
Business mobilisation expenses	-	-	-	-	0.02	0.04	-	-	-	-	-	-	0.02	0.04
Other administrative expenses	0.03	0.04	-	-	10.28	11.11	-	-	-	-	-	-	10.31	11.15
Insurance premium	-	-	9.46	8.91	-	-	-	-	-	-	-	-	9.46	8.91
Commission	-	-	67.55	34.97	-	-	-	-	-	-	-	-	67.55	34.97
Sales Promotion	-	-	21.19	1.92	-	-	-	-	-	-	-	-	21.19	1.92
Valuation charges	-	-	-	-	0.44	0.09	-	-	-	-	-	-	0.44	0.09
Interest	0.01	0.26	47.18	53.74	5.45	2.97	-	-	0.20	-	0.01	0.01	52.84	56.99
Equity dividend	37.17	71.17	0.03	-	-	-	-	-	-	-	0.00	0.00	37.20	71.17
Non-convertible debenture matured	-	-	0.19	80.11	-	-	-	-	-	-	-	-	0.19	80.11
Fixed deposit matured	-	-	-	14.00	-	-	-	-	0.75	-	0.03	0.01	0.78	14.01
Subordinated debt matured	0.37	1.72	31.50	45.00	1.39	1.39	-	-	-	-	-	-	33.26	48.11
Unsecured loan and advances	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Employer contribution to employees group gratuity assurance scheme	-	-	-	-	-	-	8.25	9.79	-	-	-	-	8.25	9.79
Inter corporate deposit repaid	-	74.00	-	-	90.85	51.50	-	-	-	-	-	-	90.85	125.50
													-	-
Receipts/Income													-	-

Particulars	Promoter		Promoter group		Associate		Employees' benefit plan		Key management personnel		Relative of key management personnel		Total	
	March 31, 2021	March 31, 2020	March 31, 2021	March 31, 2020	March 31, 2021	March 31, 2020	March 31, 2021	March 31, 2020	March 31, 2021	March 31, 2020	March 31, 2021	March 31, 2020	March 31, 2021	March 31, 2020
Common sharing expenses	0.00	0.00	1.12	1.17	0.47	0.65	-	-	-	-	-	-	1.60	1.83
Rent & electricity	0.16	0.15	-	-	4.67	4.64	-	-	-	-	-	-	4.82	4.79
Other administrative expenses	-	-	-	-	-	0.14	-	-	-	-	-	-	-	0.14
Commission	-	-	71.47	79.11	-	-	-	-	-	-	-	-	71.47	79.11
Non-convertible debenture	-	-	35.00	2.86	-	-	-	-	-	0.10	-	-	35.00	2.96
Fixed deposit	-	-	12.30	1.50	20.00	-	-	-	1.08	-	0.08	0.05	33.46	1.55
Unsecured loan and advances repaid	-	-	-	-	15.06	14.44	-	-	-	-	-	-	15.06	14.44
Received towards right issue	425.22	-	0.39	-	-	-	-	-	-	-	-	-	425.61	-
Inter corporate deposit received	-	74.00	-	-	102.30	63.40	-	-	-	-	-	-	102.30	137.40
Balance outstanding at the year end													-	-
Share capital	66.96	59.50	0.06	0.05	-	-	-	-	-	-	0.00	0.00	67.02	59.56
Investment in equity shares	-	-	-	-	13.37	13.37	-	-	-	-	-	-	13.37	13.37
Unsecured loan and advances payable	-	-	-	-	1.23	0.41	-	-	-	-	-	-	1.23	0.41
Commission receivable	-	-	8.16	9.56	-	-	-	-	-	-	-	-	8.16	9.56
Prepaid for insurance premium	-	-	2.73	2.84	-	-	-	-	-	-	-	-	2.73	2.84
Outstanding expenses	11.16	10.43	72.96	44.13	0.03	-	-	-	-	-	-	-	84.16	54.55
Fixed deposit	-	-	14.54	1.55	20.27	-	-	-	1.71	1.45	0.19	0.13	36.71	3.13
Subordinated debt	-	0.41	495.36	422.19	-	2.76	-	-	-	-	-	-	495.36	425.37
Non-convertible debenture	-	-	53.19	15.12	23.17	22.77	-	-	2.86	2.61	-	-	79.21	40.50
Inter corporate deposit	-	-	-	-	49.62	39.42	-	-	-	-	-	-	49.62	39.42

Income /expenses are presented excluding GST.

Amounts less than Rs. 1.00 lac are presented as Rs. 0.00 crores in the above statement.

Particulars	Promoter		Promoter group		Associates		Employees' benefit plan		Key management personnel		Relative of key management personnel		Total	
	March 31, 2021	March 31, 2020	March 31, 2021	March 31, 2020	March 31, 2021	March 31, 2020	March 31, 2021	March 31, 2020	March 31, 2021	March 31, 2020	March 31, 2021	March 31, 2020	March 31, 2021	March 31, 2020
- Shriram Asset Management Company Limited	-	-	0.02	0.02	-	-	-	-	-	-	-	-	0.02	0.02
Business mobilisation expenses - Shriram Automall India Limited	-	-	-	-	0.02	0.04	-	-	-	-	-	-	0.02	0.04
Other administrative expenses													-	-
- Shriram Capital Limited	0.03	0.04	-	-	-	-	-	-	-	-	-	-	0.03	0.04
- Shriram Automall India Limited	-	-	-	-	10.28	11.11	-	-	-	-	-	-	10.28	11.11
Insurance premium													-	-
- Shriram Life Insurance Company Limited	-	-	5.40	5.63	-	-	-	-	-	-	-	-	5.40	5.63
- Shriram General Insurance Company Limited	-	-	4.06	3.28	-	-	-	-	-	-	-	-	4.06	3.28
Commission													-	-
- Shriram Fortune Solutions Limited	-	-	51.21	26.03	-	-	-	-	-	-	-	-	51.21	26.03
- Shriram Financial Products Solutions (Chennai) Private Limited	-	-	9.10	3.31	-	-	-	-	-	-	-	-	9.10	3.31
- Shriram Insight Share Brokers Limited	-	-	6.56	5.63	-	-	-	-	-	-	-	-	6.56	5.63
- Shriram Wealth Advisors Limited	-	-	0.68	-	-	-	-	-	-	-	-	-	0.68	-
Sales Promotion													-	-
- Shriram Fortune Solutions Limited	-	-	15.91	-	-	-	-	-	-	-	-	-	15.91	-
- Shriram Financial Products Solutions (Chennai) Private Limited	-	-	3.48	0.75	-	-	-	-	-	-	-	-	3.48	0.75
- Shriram Insight Share Brokers Limited	-	-	1.68	1.17	-	-	-	-	-	-	-	-	1.68	1.17
- Shriram Wealth Advisors Limited	-	-	0.13	-	-	-	-	-	-	-	-	-	0.13	-

Shriram Transport Finance Company Limited
Breakup of related party transactions as on March 31, 2021

Particulars	Promoter		Promoter group		Associates		Employees' benefit plan		Key management personnel		Relative of key management personnel		Total	
	March 31, 2021	March 31, 2020	March 31, 2021	March 31, 2020	March 31, 2021	March 31, 2020	March 31, 2021	March 31, 2020	March 31, 2021	March 31, 2020	March 31, 2021	March 31, 2020	March 31, 2021	March 31, 2020
Payments/Expenses													-	-
Employee benefits for key management personnel													-	-
- Short term benefits	-	-	-	-	-	-	-	-	0.83	0.97	-	-	0.83	0.97
- Post employment benefits	-	-	-	-	-	-	-	-	0.16	0.19	-	-	0.16	0.19
Commission & sitting fee paid to directors													-	-
- Mr. Amitabh Chaudhry	-	-	-	-	-	-	-	-	-	0.04	-	-	-	0.04
- Mr. S. Lakshminarayana	-	-	-	-	-	-	-	-	0.16	0.12	-	-	0.16	0.12
- Mrs. Kishori Udeshi	-	-	-	-	-	-	-	-	0.18	0.14	-	-	0.18	0.14
- Mr. S. Sridhar	-	-	-	-	-	-	-	-	0.17	0.10	-	-	0.17	0.10
- Mr. Sunandiprasad M. Bafna	-	-	-	-	-	-	-	-	-	0.09	-	-	-	0.09
- Mr. Pradeep Kumar Panja	-	-	-	-	-	-	-	-	0.18	0.11	-	-	0.18	0.11
License Fees													-	-
- Shriram Value Services Limited	-	-	173.35	86.87	-	-	-	-	-	-	-	-	173.35	86.87
Service charges to Shriram Capital Limited	43.99	41.90	-	-	-	-	-	-	-	-	-	-	43.99	41.90
Voice Call services to Shriram Value Services Limited	-	-	-	21.26	-	-	-	-	-	-	-	-	-	21.26
Voice Call services to Novac Technology Solutions (P) Ltd.	-	-	24.37	7.43	-	-	-	-	-	-	-	-	24.37	7.43
I.T. & BPO charges to Novac Technology Solutions (P) Ltd.	-	-	43.66	40.18	-	-	-	-	-	-	-	-	43.66	40.18
Rent													-	-
- Shriram Automall India Limited	-	-	-	-	7.94	7.04	-	-	-	-	-	-	7.94	7.04
- Shriram Capital Limited	0.26	0.78	-	-	-	-	-	-	-	-	-	-	0.26	0.78

Particulars	Promoter		Promoter group		Associates		Employees' benefit plan		Key management personnel		Relative of key management personnel		Total	
	March 31, 2021	March 31, 2020	March 31, 2021	March 31, 2020	March 31, 2021	March 31, 2020	March 31, 2021	March 31, 2020	March 31, 2021	March 31, 2020	March 31, 2021	March 31, 2020	March 31, 2021	March 31, 2020
Interest on Inter corporate Deposit														
- Shriram Automall India Limited	-	-	-	-	3.63	2.34	-	-	-	-	-	-	3.63	2.34
- Shriram Capital Limited	-	0.17	-	-	-	-	-	-	-	-	-	-	-	0.17
Valuation charges paid to - Adroit Inspection Service Private Limited	-	-	-	-	0.44	0.09	-	-	-	-	-	-	0.44	0.09
Interest on fixed deposit														
- Key management personnel	-	-	-	-	-	-	-	-	0.20	-	-	-	0.20	-
- Relative of key management personnel	-	-	-	-	-	-	-	-	-	-	0.01	0.01	0.01	0.01
- Shriram Fortune Solutions Limited	-	-	-	0.38	-	-	-	-	-	-	-	-	-	0.38
- Shriram Asset management Company Limited	-	-	-	0.05	-	-	-	-	-	-	-	-	-	0.05
- Shriram Automall India Limited	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Interest on subordinated debt														
- Relative of key management personnel	-	-	-	-	-	-	-	-	-	-	-	-	-	-
- Shriram Automall India Limited	-	-	-	-	0.17	0.44	-	-	-	-	-	-	0.17	0.44
- Shriram Capital Limited	0.01	0.09	-	-	-	-	-	-	-	-	-	-	0.01	0.09
- Shriram Life Insurance Company Limited	-	-	10.36	9.53	-	-	-	-	-	-	-	-	10.36	9.53
- Shriram General Insurance Company Limited	-	-	32.27	37.17	-	-	-	-	-	-	-	-	32.27	37.17
Interest on non-convertible debenture														
- Key management personnel	-	-	-	-	-	-	-	-	-	-	-	-	-	-
- Mr Umesh Revankar	-	-	-	-	-	-	-	-	-	-	-	-	-	-

Particulars	Promoter		Promoter group		Associates		Employees' benefit plan		Key management personnel		Relative of key management personnel		Total	
	March 31, 2021	March 31, 2020	March 31, 2021	March 31, 2020	March 31, 2021	March 31, 2020	March 31, 2021	March 31, 2020	March 31, 2021	March 31, 2020	March 31, 2021	March 31, 2020	March 31, 2021	March 31, 2020
- Mr. S. Seidhar	-	-	-	-	-	-	-	-	-	-	-	-	-	-
- Mr. Pradeep Kumar Panja	-	-	-	-	-	-	-	-	-	-	-	-	-	-
- Relative of key management personnel	-	-	-	-	-	-	-	-	-	-	-	-	-	-
- Shriram Capital Limited	-	-	-	-	-	-	-	-	-	-	-	-	-	-
- Shriram Life Insurance Company Limited	-	-	3.22	4.18	-	-	-	-	-	-	-	-	3.22	4.18
- Shriram General Insurance Company Limited	-	-	-	1.32	-	-	-	-	-	-	-	-	-	1.32
- Shriram Asset Management Company Limited	-	-	1.27	1.10	-	-	-	-	-	-	-	-	1.27	1.10
- Shriram Insight Share Brokers Limited	-	-	0.05	-	-	-	-	-	-	-	-	-	0.05	-
- Shriram Automall India Limited	-	-	-	-	1.66	0.19	-	-	-	-	-	-	1.66	0.19
Equity dividend														
- Relative of key management personnel	-	-	-	-	-	-	-	-	-	-	0.00	0.00	0.00	0.00
- Shriram Capital Limited	37.17	71.17	-	-	-	-	-	-	-	-	-	-	37.17	71.17
- Shriram Financial Ventures (Chennai) Private Limited	-	-	0.03	-	-	-	-	-	-	-	-	-	0.03	-
Non convertible debenture matured														
- Relative of key management personnel	-	-	-	-	-	-	-	-	-	-	-	-	-	-
- Shriram Life Insurance Company Limited	-	-	-	58.90	-	-	-	-	-	-	-	-	-	58.90
- Shriram General Insurance Company Limited	-	-	-	21.10	-	-	-	-	-	-	-	-	-	21.10
- Shriram Insight Share Brokers Limited	-	-	0.19	0.11	-	-	-	-	-	-	-	-	0.19	0.11
Fixed deposit matured														
- Key management	-	-	-	-	-	-	-	-	-	-	-	-	-	-

Particulars	Promoter		Promoter group		Associates		Employees' benefit plan		Key management personnel		Relative of key management personnel		Total	
	March 31, 2021	March 31, 2020	March 31, 2021	March 31, 2020	March 31, 2021	March 31, 2020	March 31, 2021	March 31, 2020	March 31, 2021	March 31, 2020	March 31, 2021	March 31, 2020	March 31, 2021	March 31, 2020
personnel														
- Mrs. Kishori Udeshi			-		-				0.75				0.75	-
- Relative of key management personnel	-	-	-	-	-	-	-	-	-	-	0.03	0.01	0.03	0.01
- Shriram Fortune Solutions Limited	-	-	-	14.00	-		-	-	-	-	-	-	-	14.00
Subordinated debt matured				-									-	-
-Relative of key management personnel	-	-			-	-	-	-	-	-	-	-	-	-
- Shriram Capital Limited	0.37	1.72	-	-	-	-	-	-	-	-	-	-	0.37	1.72
- Shriram Automall India Limited	-	-	-	-	1.39	1.39	-	-	-	-	-	-	1.39	1.39
- Shriram Asset Management Company Limited	-	-	-	-	-	-	-	-	-	-	-	-	-	-
- Shriram General Insurance Company Limited	-	-	25.00	45.00	-	-	-	-	-	-	-	-	25.00	45.00
- Shriram Life Insurance Company Limited	-	-	6.50	-	-	-	-	-	-	-	-	-	6.50	-
Unsecured loan and advances received - Shriram Automall India Limited	-	-	-	-	-		-	-	-	-	-	-	-	-
Employer contribution to employees group gratuity assurance scheme	-	-	-	-	-		8.25	9.79	-	-	-	-	8.25	9.79
Inter corporate deposit repaid			-	-									-	-
- Shriram Automall India Limited					90.85	51.50	-	-	-	-	-	-	90.85	51.50
- Shriram Capital Limited	-	74.00	-	-	-	-	-	-	-	-	-	-	-	74.00
TOTAL	81.82	189.87	418.49	477.24	116.38	74.15	8.25	9.79	2.63	1.76	0.03	0.02	627.60	752.83
Receipts/Income													-	-
Recovery of common													-	-

Particulars	Promoter		Promoter group		Associates		Employees' benefit plan		Key management personnel		Relative of key management personnel		Total	
	March 31, 2021	March 31, 2020	March 31, 2021	March 31, 2020	March 31, 2021	March 31, 2020	March 31, 2021	March 31, 2020	March 31, 2021	March 31, 2020	March 31, 2021	March 31, 2020	March 31, 2021	March 31, 2020
- Mr. Pradeep Kumar Panja	-	-	-	-	-	-	-	-	-	0.10	-	-	-	0.10
- Shriram Asset Management Company Limited	-	-	-	2.16	-	-	-	-	-	-	-	-	-	2.16
- Shriram Insight Share Brokers Limited	-	-	-	0.70	-	-	-	-	-	-	-	-	-	0.70
- Shriram Automall India Limited	-	-	-	-	-	-	-	-	-	-	-	-	-	-
- Shriram Life Insurance Company Limited	-	-	35.00	-	-	-	-	-	-	-	-	-	35.00	-
Fixed deposit				-									-	-
- Key management personnel	-	-	-	-	-	-	-	-	-	-	-	-	-	-
- Mrs. Kishori Udeshi	-	-	-	-	-	-	-	-	0.93	-	-	-	0.93	-
- Mr. Pradeep Kumar Panja	-	-	-	-	-	-	-	-	0.05	-	-	-	0.05	-
- Mr. S. Seidhar	-	-	-	-	-	-	-	-	0.10	-	-	-	0.10	-
- Relative of key management personnel	-	-	-	-	-	-	-	-	-	-	0.08	0.05	0.08	0.05
- Shriram Asset Management Company Limited	-	-	12.30	1.50	-	-	-	-	-	-	-	-	12.30	1.50
- Shriram Automall India Limited	-	-	-	-	20.00		-	-	-	-	-	-	20.00	-
Unsecured loan and advances repaid by													-	-
- Shriram Automall India Limited	-	-	-	-	15.06	14.44	-	-	-	-	-	-	15.06	14.44
Received towards right issue				-									-	-
- Shriram Capital Limited	425.22	-	-	-	-	-	-	-	-	-	-	-	425.22	-
- Shriram Financial Ventures (Chennai) Private Limited	-	-	0.39	-	-	-	-	-	-	-	-	-	0.39	-
- Relative of key management personnel	-	-	-	-	-	-	-	-	-	-			-	-

Particulars	Promoter		Promoter group		Associates		Employees' benefit plan		Key management personnel		Relative of key management personnel		Total	
	March 31, 2021	March 31, 2020	March 31, 2021	March 31, 2020	March 31, 2021	March 31, 2020	March 31, 2021	March 31, 2020	March 31, 2021	March 31, 2020	March 31, 2021	March 31, 2020	March 31, 2021	March 31, 2020
sharing expenses														
- Shriram Automall India Limited	-	-	-	-	0.47	0.58	-	-	-	-	-	-	0.47	0.58
- Shriram Capital Limited	0.01	0.01	-	-	-	-	-	-	-	-	-	-	0.01	0.01
- Shriram Asset Management Company Limited	-	-	0.06	0.06	-	-	-	-	-	-	-	-	0.06	0.06
- Shriram Insight Share Brokers Limited	-	-	0.02	0.03	-	-	-	-	-	-	-	-	0.02	0.03
- Shriram Fortune Solutions Limited	-	-	1.04	1.08	-	-	-	-	-	-	-	-	1.04	1.08
- Adroit Inspection Service Private Limited	-	-	-	-	-	0.07	-	-	-	-	-	-	-	0.07
Rent & electricity														
- Shriram Capital Limited	0.16	0.15	-	-	-	-	-	-	-	-	-	-	0.16	0.15
- Shriram Automall India Limited	-	-	-	-	4.67	4.64	-	-	-	-	-	-	4.67	4.64
Other administrative expenses														
- Shriram Automall India Limited	-	-	-	-	-	0.14	-	-	-	-	-	-	-	0.14
Commission														
- Shriram General Insurance Company Limited	-	-	50.80	58.71	-	-	-	-	-	-	-	-	50.80	58.71
- Shriram Life Insurance Company Limited	-	-	20.66	20.39	-	-	-	-	-	-	-	-	20.66	20.39
Subordinated debt														
- Shriram General Insurance Company Limited	-	-	-	-	-	-	-	-	-	-	-	-	-	-
- Shriram Life Insurance Company Limited	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Non-convertible debenture														
- Key management personnel	-	-	-	-	-	-	-	-	-	-	-	-	-	-
- Mr. Umesh Revankar	-	-	-	-	-	-	-	-	-	-	-	-	-	-

Particulars	Promoter		Promoter group		Associates		Employees' benefit plan		Key management personnel		Relative of key management personnel		Total	
	March 31, 2021	March 31, 2020	March 31, 2021	March 31, 2020	March 31, 2021	March 31, 2020	March 31, 2021	March 31, 2020	March 31, 2021	March 31, 2020	March 31, 2021	March 31, 2020	March 31, 2021	March 31, 2020
Inter corporate deposit														
- Shriram Automall India Limited	-	-	-	-	102.30	63.40	-	-	-	-	-	-	102.30	63.40
- Shriram Capital Limited	-	74.00	-	-	-	-	-	-	-	-	-	-	-	74.00
TOTAL	425.39	74.16	120.28	84.63	142.49	83.28	-	-	1.08	0.10	0.08	0.05	689.32	242.22

Income /expenses are presented excluding GST.

Amounts less than Rs. 1.00 lac are presented as Rs. 0.00 crores in the above statement

Shriram Transport Finance Company Limited
Breakup of related party transactions as on March 31, 2021

(Rs. In Crore)

Particulars	Promoter		Promoter group		Associate		Employees' benefit plan		Key management personnel		Relative of key management personnel		Total	
	March 31, 2021	March 31, 2020	March 31, 2021	March 31, 2020	March 31, 2021	March 31, 2020	March 31, 2021	March 31, 2020	March 31, 2021	March 31, 2020	March 31, 2021	March 31, 2020	March 31, 2021	March 31, 2020
Balance outstanding at the year end														
Share capital	-	-	-	-	-	-	-	-	-	-	-	-	-	-
- Relative of key management personnel	-	-	-	-	-	-	-	-	-	-	0.00	0.00	0.00	0.00
- Shriram Capital Limited	66.96	59.50	-	-	-	-	-	-	-	-	-	-	66.96	59.50
- Shriram Financial Ventures (Chennai) Private Limited	-	-	0.06	0.05	-	-	-	-	-	-	-	-	0.06	0.05
Investment in equity shares	-	-	-	-	-	-	-	-	-	-	-	-	-	-
- Shriram Automall India Limited	-	-	-	-	13.37	13.37	-	-	-	-	-	-	13.37	13.37
Unsecured loan and advances payable	-	-	-	-	-	-	-	-	-	-	-	-	-	-
- Shriram Automall India Limited	-	-	-	-	1.23	0.41	-	-	-	-	-	-	1.23	0.41
Commission receivable	-	-	-	-	-	-	-	-	-	-	-	-	-	-
- Shriram General Insurance Company Limited	-	-	6.10	7.65	-	-	-	-	-	-	-	-	6.10	7.65
- Shriram Life Insurance Company Limited	-	-	2.06	1.91	-	-	-	-	-	-	-	-	2.06	1.91
Prepaid for insurance premium	-	-	-	-	-	-	-	-	-	-	-	-	-	-
- Shriram General Insurance Company Limited	-	-	1.71	1.78	-	-	-	-	-	-	-	-	1.71	1.78
- Shriram Life Insurance Company Limited	-	-	1.02	1.06	-	-	-	-	-	-	-	-	1.02	1.06
Outstanding expenses	-	-	-	-	-	-	-	-	-	-	-	-	-	-
- Shriram Capital Limited	11.16	10.43	-	-	-	-	-	-	-	-	-	-	11.16	10.43

Particulars	Promoter		Promoter group		Associate		Employees' benefit plan		Key management personnel		Relative of key management personnel		Total	
	March 31, 2021	March 31, 2020	March 31, 2021	March 31, 2020	March 31, 2021	March 31, 2020	March 31, 2021	March 31, 2020	March 31, 2021	March 31, 2020	March 31, 2021	March 31, 2020	March 31, 2021	March 31, 2020
- Shriram Value Services Limited	-	-	50.35	40.07	-	-	-	-	-	-	-	-	50.35	40.07
- Novac Technology Solutions (P) Limited	-	-	8.19	1.80	-	-	-	-	-	-	-	-	8.19	1.80
- Shriram Fortune Solutions Limited	-	-	11.05	1.27	-	-	-	-	-	-	-	-	11.05	1.27
- Shriram Financial Products Solutions (Chennai) Private Limited	-	-	2.17	0.31	-	-	-	-	-	-	-	-	2.17	0.31
- Shriram Insight Share Brokers Limited	-	-	1.03	0.65	-	-	-	-	-	-	-	-	1.03	0.65
- Adroit Inspection Service Private Limited	-	-	-	-	0.03	-	-	-	-	-	-	-	0.03	-
- Shriram Asset Management Company Limited	-	-	-	0.02	-	-	-	-	-	-	-	-	-	0.02
- Shriram Wealth Advisors Limited	-	-	0.17	-	-	-	-	-	-	-	-	-	0.17	-
Fixed deposit	-	-	-	-	-	-	-	-	-	-	-	-	-	-
- Key management personnel	-	-	-	-	-	-	-	-	-	-	-	-	-	-
- Mrs. Kishori Udeshi	-	-	-	-	-	-	-	-	1.56	1.45	-	-	1.56	1.45
- Mr. Pradeep Kumar Panja	-	-	-	-	-	-	-	-	0.05	-	-	-	0.05	-
- Mr. S. Sridhar	-	-	-	-	-	-	-	-	0.10	-	-	-	0.10	-
- Relative of key management personnel	-	-	-	-	-	-	-	-	-	-	0.19	0.13	0.19	0.13
- Shriram Asset Management Company Limited	-	-	14.54	1.55	-	-	-	-	-	-	-	-	14.54	1.55
- Shriram Automall India Limited	-	-	-	-	20.27	-	-	-	-	-	-	-	20.27	-
Non-convertible debenture	-	-	-	-	-	-	-	-	-	-	-	-	-	-
- Key management	-	-	-	-	-	-	-	-	-	-	-	-	-	-

Particulars	Promoter		Promoter group		Associate		Employees' benefit plan		Key management personnel		Relative of key management personnel		Total	
	March 31, 2021	March 31, 2020	March 31, 2021	March 31, 2020	March 31, 2021	March 31, 2020	March 31, 2021	March 31, 2020	March 31, 2021	March 31, 2020	March 31, 2021	March 31, 2020	March 31, 2021	March 31, 2020
personnel														
- Mr. Umesh Revankar	-	-	-	-	-	-	-	-	2.49	2.27	-	-	2.49	2.27
- Mr. S. Sridhar	-	-	-	-	-	-	-	-	0.13	0.12	-	-	0.13	0.12
- Mr. Pradeep Kumar Panja	-	-	-	-	-	-	-	-	0.24	0.22	-	-	0.24	0.22
- Shriram Life Insurance Company Limited	-	-	36.71	-	-	-	-	-	-	-	-	-	36.71	-
- Shriram General Insurance Company Limited	-	-	-	-	-	-	-	-	-	-	-	-	-	-
- Shriram Asset Management Company Limited	-	-	15.85	14.49	-	-	-	-	-	-	-	-	15.85	14.49
- Shriram Insignia Share Brokers Limited	-	-	0.63	0.63	-	-	-	-	-	-	-	-	0.63	0.63
- Shriram Automall India Limited	-	-	-	-	23.17	22.77	-	-	-	-	-	-	23.17	22.77
Subordinated debt	-	-	-	-	-	-	-	-	-	-	-	-	-	-
- Relative of key management personnel	-	-	-	-	-	-	-	-	-	-	-	-	-	-
- Shriram Automall India Limited	-	-	-	-	-	2.76	-	-	-	-	-	-	-	2.76
- Shriram Capital Limited	-	0.41	-	-	-	-	-	-	-	-	-	-	-	0.41
- Shriram Asset Management Company Limited	-	-	-	-	-	-	-	-	-	-	-	-	-	-
- Shriram Life Insurance Company Limited	-	-	126.63	103.15	-	-	-	-	-	-	-	-	126.63	103.15
- Shriram General Insurance Company Limited	-	-	368.73	319.04	-	-	-	-	-	-	-	-	368.73	319.04
Inter corporate deposit received from Shriram Automall India Limited	-	-	-	-	49.62	39.42	-	-	-	-	-	-	49.62	39.42

Income / expenses are presented excluding GST.

Amounts less than Rs. 1.00 lac are presented as Rs. 0.00 crores in the above statement.

**ANNEXURE XII: LIST OF DOCUMENTS EXECUTED IN CONNECTION WITH THE ISSUE AND
SUBSCRIPTION OF DEBENTURES**

1. Debenture Trustee Consent Letter bearing reference number CL/MUM/21-22/ DEB/808 dated December 21, 2021.
2. Certified true copy of the resolution passed by the banking and finance committee of the board of the Issuer dated January 27, 2022 and the resolution passed by the board of directors of the Issuer dated January 24, 2022.
3. Certified true copy of the shareholder's resolution of the Issuer dated June 13, 2019 and March 10, 2021.
4. This Placement Memorandum dated February 1, 2022.
5. DTAA dated executed on or around the date of this Placement Memorandum.
6. Debenture Trust Deed executed on or around the date of this Placement Memorandum.
7. Deed of Hypothecation executed on or around the date of this Placement Memorandum.
8. Tripartite agreements executed between the Issuer, the Depository and the Registrar and Transfer Agent.
9. Rating letter from the Rating Agent in respect of the credit rating for the Debentures dated January 19, 2022.
10. In-principle approval as received from the BSE for listing of the Debentures dated February 1, 2022.

ANNEXURE XIII: COPY OF THE DUE DILIGENCE CERTIFICATE RECEIVED FROM THE DEBENTURE TRUSTEE

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CTL/21-22/5325

(Annexure A)

DUE DILIGENCE CERTIFICATE TO BE GIVEN BY THE DEBENTURE TRUSTEE AT THE TIME OF FILING THE DRAFT OFFER DOCUMENT OR PRIVATE PLACEMENT MEMORANDUM/ INFORMATION MEMORANDUM
(Applicable for Secured and Unsecured Issuances)

To,

National Stock Exchange of India Limited.

Exchange Plaza, 5 Floor, Plot C/1, G Block,
Bandra - Kurla Complex, Bandra (E),
Mumbai 400 051

Dear Sir / Madam,

SUB.: Issue of 5,250 (Five Thousand Two Hundred and Fifty) senior, listed, secured, rated, redeemable non-convertible debentures of the face value of INR 10,00,000/- (Indian Rupees Ten Lakhs Only) each ("Debentures"), for cash, at par, and aggregating upto INR 5,25,00,00,000/- (Indian Rupees Five Hundred and Twenty Five Crores only) with a green shoe option to retain over-subscription of up to 1,750 (one thousand seven hundred and fifty) senior, secured, rated, listed, redeemable, non-convertible Debentures, of face value of INR 10,00,000/- (Indian Rupees Ten Lakhs only) per debenture for cash at par amounting to INR 175,00,00,000/- (Indian Rupees One Hundred and Seventy-Five Crores only) the aggregate of which amounts up to INR 700,00,00,000/- (Indian Rupees Seven Hundred Crores only) by Shriram Transport Finance Company 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 its continued obligations towards the holders of debt securities.

CATALYST TRUSTEESHIP LIMITED (FORMERLY CDA TRUSTEESHIP LIMITED)

An ISO 9001 Company

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CIN No. U74899PH3997PLC10262 Email dt@cctrustee.com Website www.catalysttrustee.com
Pune | Mumbai | Bengaluru | Delhi | Chennai



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- 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 given an undertaking that charge shall be created in favour of debenture trustee as per terms of issue before filing of listing application.
- f) 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 and given an undertaking that debenture trust deed would be executed before filing of listing application.
- g) All disclosures made in the draft offer document or private placement memorandum/ information memorandum with respect to the debt securities are true, fair and adequate to enable the investors to make a well-informed decision as to the investment in the proposed issue.

We have satisfied ourselves about the ability of the Issuer to service the debt securities.

Place: Mumbai

Date: February 01, 2022

For Catalyst Trusteeship Limited

For CATALYST TRUSTEESHIP LIMITED

Pranav
Authorized Signatory

Authorised Signatory

CATALYST TRUSTEESHIP LIMITED (FORMERLY CDA TRUSTEESHIP LIMITED)

An ISO 9001 Company

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 Pune | Mumbai | Bengaluru | Delhi | Chennai

