CERTIFIED TRUE COPY - GENERAL INFORMATION DOCUMENT

(a)	**Name of Issuer (with its logo, if any):**	TARA CAPITAL PARTNERS INDIA PRIVATE LIMITED TARA CAPITAL PARTNERS
	CIN:	U74999MH2018PTC309518
	PAN:	AAGCT7726F
	Date and Place of Incorporation:	17 May 2018 and Mumbai
	Latest Registration / Identification No.:	U74999MH2018PTC309518
	Registered Office of the Issuer:	Unit No.1105, 11th Floor, The Summit Business Park Premises Co-operative Society, A.K. Road, Andheri, Mumbai City, Mumbai - 400093 Maharashtra, India
	Corporate Office of the Issuer:	Unit No.1105, 11th Floor, The Summit Business Park Premises Co-operative Society, A.K. Road, Andheri, Mumbai City, Mumbai - 400093 Maharashtra, India
	Website Address & other Contact Details of the Issuer:	www.taracapitalpartners.com Telephone No: +91 22-49769456
	Details of the Compliance Officer of the Issuer:	Mr. Jagdeep Kannarath
(b)	**Details of the Company Secretary of the Issuer:**	Ms. Bhagyashree Lad
	Details of the Promoter of the Issuer:	**Name: Anshuman Ghose** Telephone No: +91 22-49769456 E-mail id: anshuman.ghose@taracapitalpartners.com **Name: Nitasha Gaurav** Telephone No: +91 22-49769456 E-mail id: nitashagaurav2017@gmail.com

JAGDEEP KANNARATH Digitally signed by JAGDEEP KANNARATH Date: 2024.03.28 13:51:38 +05'30'

(c)	Details of the Debenture Trustee:	**Name: Catalyst Trusteeship Limited** Registered Office: GDA House, First Floor, Plot No. 85, S. No. 94 & 95, Bhusari Colony (Right), Kothrud, Pune-411038, Maharashtra, India Mumbai Office: Unit No.901, 9th Floor, Tower B, Peninsula Business Park, Senapati Bapat Marg, Lower Parel (W), Mumbai- 400013 Maharashtra, India. Tel No: +91 (022) 4922 0555 E-Mail: ComplianceCTL-Mumbai@ctltrustee.com Logo: CATALYST Believe In Yourself... Trust Us! CIN: U74999PN1997PLC110262
	Details of lead manager(s) (applicable in case of public issue):	Not applicable
	Details of the Statutory Auditors of Issuer:	**Name: M/s. Tibrewal Chand & Co** Address: 34, Upper Basement, Dheeraj Heritage, S.V. Road, Milan Junction, Santacruz (W), Mumbai 400054, Maharashtra, India. FRN: 311047E Tel No: 7506432431 E-Mail: deepak.arora@tibrewalchand.com. Peer Review Certificate No: 014364
	Details of the Credit Rating Agencies:	**Name: Acuité Ratings & Research Limited** Address: #708, Lodha Supremus, Lodha iThink Techno Campus, Kanjurmarg (East), Mumbai – 400 042, Maharashtra, India Tel No: 022-4929 4000 E-Mail: info@acuite.in Logo: Acuite RATINGS & RESEARCH
(d)	**A disclosure that a copy of the issue document has been delivered for filing to the Registrar of Companies as required under sub-section (4) of Section 26 of Companies Act, 2013**	Not applicable as the Debentures under this General Information Document are being issued on private placement basis under Section 42 of Companies Act, 2013.

	(18 of 2013)	
(e)	**Date of the Issue Document (GID)**	**March 26, 2024**
	Type of the Issue Document (GID)	This General Information Document is being issued in relation to the private placement of Debentures. The Issuer will issue a separate key information document ("**KID**" or "**Key Information Document**") for each tranche of Debentures pursuant to this General Information Document.
(f)	**The Nature, Number, Price and Amount of Securities Offered and Issue Size (base issue or green shoe), as may be Applicable**	As set out in Key Information Document for each tranche of Debentures.
(g)	**The aggregate amount proposed to be raised through all the stages of offers of non-convertible securities made through the shelf prospectus under section 31 of the Companies Act, 2013 (18 of 2013) (applicable in case of public issue):**	Not Applicable as this issue of Debentures is on private placement basis
(h)	Details of the Registrar to the Issue	**Name: NSDL Database Management Ltd. (NDML)** Address: 4th Floor, Trade World, A Wing, Kamala Mills Compound, Senapati Bapat Marg, Lower Parel, Mumbai- 400 013, Maharashtra, India Tel No: 022-49142597 E-Mail: ketkid@nsdl.com Logo: NSDL Database Management Limited
(i)	**The Issue schedule:**	
	Date of opening of the issue	As set out in the Key Information Document for each tranche of Debentures.
	Date of closing of the issue	As set out in the Key Information Document for each tranche of Debentures.
	Date of earliest closing of theissue, if any	-
(j)	The Credit rating for the issue (cross reference of press release be provided)	The Debentures are rated as "ACUITE BB-/Stable" by Acuité Ratings & Research pursuant to letter dated March 12, 2024 and rating rationale/press release

		dated March 12, 2024
	All the ratings obtained for the private placement	ACUITE BB-/Stable by Acuité Ratings & Research Limited
(k)	**The name(s) of the Stock Exchange where the securities are proposed to be listed**	The Debentures are proposed to be listed on the wholesale debt market segment of BSE Limited
(l)	**The details about eligible Investors**	Please refer to Section 8.14 (*Eligible Investors*) below
(m)	**Coupon/dividend rate, Coupon/dividend payment frequency, redemption date, redemption amount and details of debenture trustee**	Please refer to Section 5.38 (*Summary of Terms*) of this General Information Document for coupon rate, the coupon payment frequency, redemption date and redemption amount in respect of the Debentures. Details of Debenture Trustee are as provided under S. No. (c) of this section. Please also refer Key Information Document for each tranche of Debentures.
(n)	**Details about underwriting of the issue including the amount undertaken to be underwritten by underwriters;**	Not Applicable
(o)	**Inclusion of compliance clause in relation to electronic book mechanism and details pertaining to the uploading the placement memorandum on the Electronic Book Provider Platform, if applicable**	Please refer Section 8.9 (*Issue Procedure*) below
	Annexure to the General Information Document:	**Annexure I: Term Sheet** **Annexure II: Rating Letter, Rating Rationale and Detailed Press Release Form from the Rating Agency.** **Annexure IIA: Due Diligence Certificate** **Annexure III: Consent Letter from the Debenture Trustee**

		Annexure IV: Application Form **Annexure V: Audited Financial Statement** **Annexure VI: Illustration of Bond Cash Flows** **Annexure VII: Terms and Conditions of Debenture Trustee Agreement** **Annexure VIII: In-principal Approval Received from BSE** **Annexure IX: Related Party Transactions** **Annexure X: Board Resolution** **Annexure XI: Shareholder Resolution**

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SECTION 1: DEFINITIONS AND ABBREVIATIONS

This General Information Document (and Key Information Document or PPOA for each tranche of Debentures) uses certain definitions and abbreviations which, unless the context otherwise indicates or implies or unless otherwise specified, shall have the meaning as provided below. References to any legislation, act, regulations, rules, guidelines, master circulars or policies shall be to such legislation, act, regulations, rules, guidelines or policies as amended, supplemented, or re-enacted from time to time and any reference to a statutory provision shall include any subordinate legislation made from time to time under that provision.

The words and expressions used in this General Information Document, but not defined herein shall have, to the extent applicable, the meaning ascribed to such terms under SEBI NCS Regulations 2021, the Companies Act 2013, the Securities Contracts (Regulation) Act, 1956, the Depositories Act, 1996 and the rules and regulations made thereunder.

Act or Companies Act	shall mean, the Companies Act, 2013 including rules and regulations notified therein, and shall include any re-enactment, amendment or modification of the Companies Act, 2013, as in effect from time to time.
AGM	shall mean Annual General Meeting
Allot/Allotment/Allotted	shall mean, allotment of the Debentures pursuant to the Issue under this General Information Document
Applicable Law	shall mean, all applicable statutes, enactments or acts, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives, circulars and orders of any Governmental Authority and any modifications or re-enactments thereof, as in force in India.
Applicant	shall mean, in respect of any tranche(s) of Debentures issued pursuant to this General Information Document and relevant Key Information Document, a person who has submitted a completed Application Form to the Issuer, and "**Applicants**" shall be construed accordingly
Application Form	shall mean the form, used by the Applicant to apply for subscription to the Debentures offered in respect of any tranche(s) of Debentures issued, which is annexed to this General Information Document and/or relevant Key Information Document
Application Money	shall mean, the subscription amounts paid by the Applicant at the time of submitting the Application Form.
Articles/Articles of Association	shall mean, Articles of Association of the Issuer, as amended from time to time.
Audited Financial Statements	The Audited Financial Statements of the Issuer comprising of Audited Financial Statements of the Issuer for the half year ended 30th September 2023, Audited Financial Statements for the financial year ending March 31, 2023, Audited Financial Statements for the financial year ending March 31, 2022, and Audited Financial Statements for the financial year ending March

	31, 2021.
Auditor/ Statutory Auditors	shall mean the Statutory Auditor of the Issuer, being M/s. Tibrewal Chand & Co, Chartered Accountants (FRN: 311047E), appointed as statutory auditor at the Extra Ordinary General Meeting (EGM) held on March 5, 2024.
Bankers/ Banker	shall mean, the bankers with whom the bank account for the Issue has been opened pursuant to Board Resolution dated 20th December 2023.
Beneficial Owners	shall mean, the holders of the Debentures in dematerialised form whose names are recorded as such with the Depository(ies) in the Register of Beneficial Owners, and "**Beneficial Owner**" shall be construed accordingly.
Board / Board of Directors	shall mean and refer to the Board of Directors of the Issuer, as constituted from time to time.
BSE	shall mean BSE Limited, a company within the meaning of the Companies Act 2013 bearing Corporate Identification Number L67120MH2005PLC155188 and having its registered office at 25th Floor, P J Towers, Dalal Street, Mumbai -4 00001, in the State of Maharashtra, India.
Business Day	shall mean any day (other than a second and fourth Saturday, Sunday or a public holiday within the meaning of the explanation to Section 25 of the Negotiable Instruments Act, 1881) on which the commercial banks are open for business in Mumbai, India. For the purpose of this definition, in respect of: ***a)*** **Announcement of issue period**: Business Day shall mean all days, excluding Saturdays, Sundays and public holidays, on which commercial banks in Mumbai, India are open for business. ***b)*** **The time period between the Issue Closing Date and the listing of the Debentures on BSE**: Business Day shall mean all trading days of the stock exchanges for non-bank holidays, as specified by SEBI.
Calendar Day	shall mean each day shown on the calendar beginning at 12:00 Midnight, including Saturdays, Sundays and Business Day. The term "day" shall mean calendar day whether or not expressly identified.
Call Option Date	shall mean, any Quarterly Date falling on the expiry of **4 years** from the Deemed Date of Allotment**.**
Call Option	shall mean that, the Issuer shall have the option to redeem the Debentures on any Quarterly Date in full by repayment of all the Outstanding Amounts in relation thereto **("Call Option"),** subject to providing the Debenture Trustee a written notice of its intention to redeem the Debentures (with a copy marked to the Debenture Holders) at least 30 (Thirty) days prior to the Call Option Date.

	In the event that the Issuer has exercised the Call Option in the manner set out above, the Issuer shall on the Call Option Date, redeem the principal amount of the Debentures and make payment of the accrued Coupon in relation thereto and any other Outstanding Amounts to the Debenture Holders on the Call Option Date.
Call Price	shall mean the price as detailed and mentioned in the relevant Key Information Document
CDSL	shall mean, the Central Depository Services (India) Limited a company within the meaning of Companies Act 2013 bearing Corporate Identification Number L67120MH1997PLC112443 having its registered office at Unit No. A-2501, Marathon Futurex, Mafatlal Mills Compound, N.M. Joshi Marg, Lower Parel (E), Mumbai City, Mumbai- 400013, in the State of Maharashtra, India.
CERSAI	shall mean, the Central Registry of Securitisation Asset Reconstruction and Security Interest of India, a company within the meaning of Companies Act 2013 bearing Corporate Identification Number U67100DL2011NPL215270 and having its registered office at Tower 1, Office Block, 4th Floor, Plate-A, Adjacent to Ring Road, NBCC, Kidwai Nagar(East), New Delhi - 110023, New Delhi , India.
Company / Issuer	shall mean, Tara Capital Partner India Private Limited, a company within the meaning of Companies Act 2013 bearing Corporate Identification Number U74999MH2018PTC309518 and having its registered office at Unit No.1105, 11th Floor, The Summit Business Park Premises Co-operative Society, A.K. Road, Andheri, Mumbai, Mumbai City - 400093, in the state of Maharashtra, India.
Company Secretary & Compliance Officer	shall mean, the Company Secretary and Compliance Officer of the Issuer.
Crore(s)	shall mean ten million or one hundred lakhs
Debentures/NCDs	means any issue or tranche of non-convertible debentures (unsecured, rated, listed, redeemable, privately placed (or any others (as may be determined))/issued pursuant to this General Information Document and the relevant Key Information Document for each tranche of Debentures.
Debenture Holder / Investor or Debenture Holders / Investors	Shall mean, each person who is: (a) registered as a Beneficial Owner; and (b) registered as a debenture holder in the Register of Debenture Holders; (a) and (b) shall be deemed to include transferees of the Debentures registered with the Issuer and the Depository(ies) from time to time, and in the event of any inconsistency between (a) and (b) above, (a) shall prevail.

Debenture Trust Deed / DTD	shall mean, the debenture trust deed executed / to be executed in accordance with Applicable Laws, by and between the Debenture Trustee and the Issuer *inter alia* setting out the terms upon which the Debentures are being issued and shall include the representations and warranties and the covenants to be provided by the Issuer.
Debenture Trustee	shall mean, Catalyst Trusteeship Limited, being a company within the meaning of Companies Act 2013 bearing Corporate Identification Number U74999PN1997PLC110262 and having its registered office at GDA House, First Floor, Plot No. 85, S. No. 94 & 95, Bhusari Colony (Right), Kothrud, Pune - 411038 and its Mumbai Office at Unit No.901, 9th Floor, Tower B, Peninsula Business Park, Senapati Bapat Marg, Lower Parel (W), Mumbai- 400013, Maharashtra, India
Debenture Trustee Agreement	shall mean, the debenture trustee agreement executed / to be executed by and between the Debenture Trustee and the Issuer for the purposes of appointment of the Debenture Trustee for the Issue.
Debt Disclosure Documents	Shall mean, this General Information Document, together with the relevant Key Information Document for the Issue.
Deemed Date of Allotment	shall mean, deemed date of allotment set out in the relevant Key Information Document for each tranche of Debentures.
Debt Listing Agreement/ Listing Agreement	The debt listing agreement, as amended from time to time, entered into by the Issuer with BSE for the listing of the Debentures and any other recognised stock exchange to which the Issuer may apply for the listing of the Debentures subsequently after giving prior notice to the Debenture Trustee.
Debt Listing Regulations	Debt Listing Regulations shall mean the SEBI LODR regulations and SEBI NCS Regulations.
Demat	means dematerialized securities in electronic form and not in physical form with the entries noted by the Depository.
Depositories Act	means the Depositories Act, 1996, as amended from time to time
Depository	Shall mean, the National Securities Depository Limited, a company within the meaning of Companies Act 2013 bearing Corporate Identification Number U74120MH2012PLC230380 and having its Registered Office at Trade World, 'A' Wing, 4th Floor, Kamala Mills Compound, Senapati Bapat Marg, Lower Parel (West), Mumbai - 400013, Maharashtra, India
Depository Participant / DP	shall mean, depository participant as defined under the Depositories Act.
Director(s)	shall mean, the director(s) of the Issuer.

DP ID	shall mean, Depository Participant Identification Number.
DRR/ Debenture Redemption Reserve	shall mean the Debenture Redemption Reserve as may be required to be created under the provisions of Section 71 of the Companies Act, from time to time.
Due Dates	shall mean, collectively, each Interest Payment Date, the Final Redemption Date, and all other dates on which any interest, additional interest or liquidated damages and/or any other amounts, are due and payable, and "Due Date" shall be construed accordingly.
EBP Platform	shall have the meaning given to it under the EBP Requirements.
EBP Requirements or SEBI EBP Requirements	shall mean, the requirements with respect to electronic book mechanism prescribed in Chapter VI (Electronic Book Provider platform) of the Master Circular, and the operational guidelines issued by the relevant Electronic Book Provider, as may be restated, amended, modified or updated from time to time.
Electronic Book Provider / EBP	shall have the meaning given to it under the EBP Requirements.
Eligible Investors /Potential Investors	shall have the meaning given to it in Section 8.14 (*Eligible Investors*) of this General Information Document.
Events of Default	shall mean the events of default set out in Section 5.38 (*Summary of Terms*) of this General Information Document.
FEMA	shall mean Foreign Exchange Management Act, 1999, as amended, including the regulations framed thereunder.
Foreign Institutional Investor	shall mean investor as defined under Regulation 2(1)(g) of the SEBI (Foreign Portfolio Investors) Regulations, 2014 and registered with SEBI under Applicable Law
Financial Year/ FY	shall mean each period of 12 (twelve) months commencing on April 1 of any calendar year and ending on March 31 of the subsequent calendar year
Final Redemption Date	The date on which all outstanding Debentures shall be mandatorily redeemed in full in accordance with the relevant Key Information Document.
Final Settlement Date	The date when all the debt has been irrevocably and unconditionally paid and discharged in full in accordance with the terms of the Transaction Documents.
FPI	Shall mean foreign portfolio investor, as defined under Regulation 2(1)(h) of the SEBI (Foreign Portfolio Investors) Regulations, 2014
FPI Master Circular	shall mean and refer to Master Circular for Foreign Portfolio Investors, Designated Depository Participants and Eligible Foreign Investors bearing reference no. SEBI/HO/AFD-

	2/CIR/P/2022/175 dated December 19, 2022, as amended, modified or renotified from time to time.
I-GAAP	Indian Generally Accepted Accounting Principles
IND-AS	means the Indian Accounting Standards
General Information Document	shall mean this General Information Document which sets out the terms and conditions for the Issue of the Debentures on private placement basis and contains the relevant information for the Issue
Government / GoI	shall mean the Government of the Republic of India
Governmental Authority	shall mean any government (central, state or otherwise) or any governmental agency, semi-governmental or judicial or quasi-judicial or administrative entity, department or authority, agency or authority including any stock exchange or any self-regulatory organisation, established under any Applicable Law, and "**Governmental Authorities**" shall be construed accordingly.
ICCL	shall mean the Indian Clearing Corporation Limited, a company within the meaning of Companies Act, bearing Corporate Identification Number U67120MH2007PLC170358 and having its registered office at #25th Floor, P. J. Towers Dalal Street, Mumbai City, Mumbai-400001, in the State of Maharashtra, India,
Interest	shall mean, the Interest payable on the Debentures at the Interest Rate/Coupon.
Interest Rate / Coupon Rate	shall mean, in respect of any tranche(s) of Debentures, the interest rate/coupon rate as set out in the Key Information Document for such tranche(s) of Debentures.
Interest Payment Dates	shall mean, the last day of each Interest Period for which Interest is payable by the Issuer, and if such last day is not a Business Day, then the Business Day immediately succeeding such last day; provided the Interest to be paid shall always be calculated till such last day of the Interest Period.
Issue	shall mean, the issue of any tranche(s) of Debentures issued pursuant to this General Information Document and the relevant Key Information Document for such tranche(s).
Issue Closing Date	shall mean, the date on which the Issue of Debentures shall close for subscription, which shall be set out in the Key Information Document for each tranche of Debentures.
Issue Opening Date	shall mean the date on which the Issue of Debentures shall open for subscription, which shall be set out in the Key Information Document for each tranche of Debentures.
IT Act/ Income Tax Act, 1961	shall mean, the Indian Income Tax Act, 1961, as amended
Key Information Document	shall mean the key information document(s) to be issued by the Issuer for each tranche of Debentures within the Base Issue Size

	and period of validity in accordance with the **SEBI NCS Regulations**
LODR Regulations or SEBI LODR Regulations	shall mean, the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended, modified, supplemented or restated from time to time.
Majority Debenture Holders	shall mean, such number of Debenture Holders collectively holding more than 51% (fifty one percent) of the value of Outstanding Principal Amount.
Master Circular/ Listed NCDs Master Circular	shall mean the master circular issued by SEBI bearing the reference number SEBI/HO/DDHS/PoD1/P/CIR/2023/119 dated August 10, 2021 on "Master Circular for issue and listing of Non-convertible Securities, Securitised Debt Instruments, Security Receipts, Municipal Debt Securities and Commercial Paper" (updated as on July 7, 2023) to the extent applicable in respect of the private placement of debt securities, as amended, modified, supplemented or restated from time to time.
Material Adverse Effect	shall mean the effect or consequence of an event, circumstance, occurrence or condition which has caused, as of any date of determination, or could reasonably be expected to cause a material and adverse effect on: • the financial condition, business or operations of the Issuer; • the ability of the Issuer to perform its obligations under the Transaction Documents; or • the validity or enforceability of any of the Transaction Documents (including the ability of any party to enforce any of its remedies thereunder).
N.A.	Not Applicable
NEFT/ EFT	shall mean National Electronic Funds Transfer
NSDL	means the National Securities Depository Limited bearing Corporate Identification Number U74120MH2012PLC230380 and having its Registered Office at Trade World, 'A' Wing, 4th Floor, Kamala Mills Compound, Senapati Bapat Marg, Lower Parel (West) Mumbai - 400013 Maharashtra, India.
Obligations	shall mean all present and future obligations (whether actual or contingent and whether owed jointly or severally or in any capacity whatsoever) of the Issuer to the Debenture Holders or the Debenture Trustee under the Transaction Documents, including without limitation, the making of payment of any interest, redemption of principal amounts, default interest, additional interest, liquidated damages and all costs, charges, expenses and other amounts payable by the Issuer in respect of the Debentures.

Outstanding Amounts	shall mean the Outstanding Principal Amounts together with any interest, additional interest, costs, fees, charges, and other amounts payable by the Issuer in respect of the Debentures.
Outstanding Principal Amount	shall mean the principal amounts outstanding under relevant tranche/Issue of Debentures.
PAN	shall mean Permanent Account Number
Payment Default	means any event, act or condition which, with notice or lapse of time, or both, would constitute an Event of Default as set out in **Section 5.38** (Summary of Terms) under "**Events of Default**" of this General Information Document.
Private Placement Offer cum Application Letters/PPOA	shall mean, in respect of any tranche(s) of Debentures issued pursuant to this General Information Document and the relevant Key Information Document, the private placement offer cum application letters prepared in compliance with Section 42 of the Companies Act, 2013 read with the Companies (Prospectus and Allotment of Securities) Rules, 2014 issued by the Issuer.
Promoters	meaning given to it under the Act.
Purpose	shall have the meaning given to it in **Section 5.38** (*Summary of Terms*) of this General Information Document.
Put Option	shall mean the option exercisable by the Debenture Holders on any Quarterly Date, after expiry of 4 years from the Deemed Date of Allotment and requiring the Issuer to mandatorily redeem the Debentures held by them, by notifying their intent to exercise such put option 30 (thirty) days prior to the Put Option Date.
Put Option Date	means any Quarterly Date falling on the expiry of 4 years from the Deemed Date of Allotment.
Quarterly Date	means each of March 31, June 30, September 30 and December 31 of a calendar year, and "Quarterly Dates" shall be construed accordingly
Rating	shall mean, credit rating of Debentures given by the Rating Agency as set out in this GID
Rating Agency	shall mean, Acuité Ratings & Research Limited, a company within the meaning of the Companies Act bearing Corporate Identification Number U74999MH2005PLC155683 and having its registered office at 708, Lodha Supremus Lodha iThink Techno Campus, KanjurMarg East, Mumbai City, Mumbai- 400042, in the State of Maharashtra, India,
RBI	shall mean, Reserve Bank of India.
Record Date	shall mean, the date which will be used for determining the Debenture Holders who shall be entitled to receive the amounts

	due on any Due Date, *as more particularly set out in the relevant Key Information Document for each tranche of Debentures.*
REF / Recovery Expense Fund	shall mean, the recovery expense fund created/ established/to be created/ established and maintained by the Issuer in accordance with the provisions of Chapter IV (*Recovery Expenses Fund*) of the SEBI Debenture Trustees Master Circular.
Register of Beneficial Owners	shall mean, the register of Beneficial Owners of the Debentures maintained in the records of the Depositories.
Register of Debenture Holders	shall mean, the register of Debenture Holders maintained by the Issuer in accordance with Section 88 of the Companies Act.
Registrar/R&T Agent / Registrar to the Issue	shall mean the registrar and transfer agent appointed for the Issue
ROC	shall mean, the jurisdictional registrar of companies.
Rs. / INR	Indian Rupees.
RTGS	shall mean, Real Time Gross Settlement.
SEBI	shall mean, Securities and Exchange Board of India constituted under the Securities and Exchange Board of India Act, 1992 (as amended from time to time).
SEBI Centralized Database Requirements	shall mean, the requirements prescribed in Chapter XIV (Centralized Database for corporate bonds/ debentures) of the Master Circular read together with Chapter XII (Centralised Database - Responsibilities of Debenture
SEBI Listing Timelines Requirements	Shall mean, the requirements in respect of the timelines for listing of debt securities issued on a private placement basis prescribed in Chapter VII (*Standardization of timelines for listing of securities issued on a private placement basis*) of the Master Circular, read with, to the extent applicable, the SEBI EBP Requirements.
SEBI Debenture Trustees Master Circular	shall mean, the master circular issued by SEBI bearing reference number SEBI/HO/DDHS-PoD1/P/CIR/2023/109 dated March 31, 2023 on "Master Circular for Debenture Trustees" (updated as on July 6, 2023) to the extent applicable in respect of the private placement of debt securities, as amended, modified, supplemented or restated from time to time.
SEBI Listed Debentures Circulars	shall mean, collectively, the Master Circular, the SEBI Debenture Trustees Master Circular, and (to the extent applicable) the LODR Regulations.
SEBI EBP Requirements	shall mean, the requirements with respect to electronic book mechanism prescribed in Chapter VI (Electronic Book Provider platform) of the Master Circular, and the operational guidelines issued by the electronic book provider, as may be restated, amended, modified or updated from time to time

SEBI Listing Timelines Requirements	shall mean, the requirements in respect of the timelines for listing of debt securities issued on a private placement basis prescribed in Chapter VII (Standardization of timelines for listing of securities issued on a private placement basis) of the Master Circular, read with, to the extent applicable, the SEBI EBP Requirements
Special Majority Debenture Holders	shall mean, Debenture Holders collectively holding more than 75% (seventy five percent) of the Outstanding Principal Amount.
SEBI NCS Regulations or SEBI ILNCS Regulations	shall mean, the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, as amended, modified, supplemented or restated from time to time.
Special Resolution of Debenture Holders	shall mean, resolution approved by the Special Majority Debenture Holders who are present and voting or if a poll is demanded, by the Special Majority Debenture Holders who are present and voting in such poll.
Stock Exchange	shall mean Bombay Stock Exchange or BSE
Tax	shall mean, any present or future tax, levy, duty, charge, fees, deductions, withholdings, surcharges, cess, turnover tax, transaction tax, stamp tax or other charge of a similar nature (including any penalty or interest payable on account of any failure to pay or delay in paying the same), now or hereafter, imposed pursuant to any Applicable Law or by any Governmental Authority and as maybe applicable in relation to the payment obligations of the Issuer under the DTD.
Tax Deduction	means a deduction or withholding for or on account of Tax from a payment under a Transaction Document pursuant to Applicable Law.
Trading Day	A day on which BSE (where the Debentures will be listed) is open for trading.
TDS	shall mean Tax Deducted at Source.
Terms & Conditions / T&C	shall mean the terms and conditions pertaining to the Issue as outlined in the Transaction Documents.
Transaction Documents	shall mean: i. the Debenture Trust Deed (DTD); ii. the Debenture Trustee Agreement; iii. the Debt Disclosure Document; iv. the letters issued by the, and each memorandum of understanding/agreement entered into with, the Rating Agency, the Debenture Trustee and/or the Registrar; v. each tripartite agreement between the Issuer, the Registrar and the Depository; and vi. any other document that may be designated as a Transaction Document by the Debenture Trustee or the

	Debenture Holders and "**Transaction Document**" means any of them
WDM	Shall mean, the Wholesale Debt Market segment of the BSE.
Wilful Defaulter	shall mean, any company categorized as a wilful defaulter by any bank or financial institution or consortium thereof, in accordance with the guidelines on wilful defaulters issued by the Reserve Bank of India and includes an issuer whose director or promoter is categorized as such.

SECTION 2: NOTICE TO INVESTORS AND DISCLAIMERS

2.1. ISSUER'S DISCLAIMER

This General Information Document is neither a prospectus nor a statement in lieu of a prospectus and should not be construed to be a prospectus or a statement in lieu of a prospectus under the Companies Act. The issue of the Debentures to be listed on the Wholesale Debt Market segment of the BSE is being made strictly on a private placement basis. This General Information Document does not constitute and shall not be deemed to constitute an offer or invitation to subscribe to the Debentures to the public in general. This General Information Document (and Key Information Document or PPOA, for each tranche of Debentures) is not intended to be circulated to any person other than Eligible Investors. Multiple copies hereof given to the same entity shall be deemed to be given to the same person and shall be treated as such.

As per the applicable provisions, it is not necessary for a copy of this General Information Document (and Key Information Document or PPOA, for each tranche of Debentures) to be filed or submitted to the SEBI for its review and/or approval. This General Information Document (and Key Information Document or PPOA, for each tranche of Debentures) has been prepared in conformity with the SEBI Debt Listing Regulations, as amended from time to time read with the respective circulars, regulations, rules and other Applicable Laws. This General Information Document (and Key Information Document or PPOA, for any tranche of Debentures) has been prepared solely to provide general information about the Issue and the Issuer to Eligible Investors and does not purport to contain all the information that any Eligible Investor may require.

Neither this General Information Document (and Key Information Document or PPOA, for any tranche of Debentures) 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 General Information Document (and Key Information Document or PPOA, for any tranche of Debentures) should not consider such receipt as a recommendation to subscribe to any Debentures. Each Eligible Investor contemplating subscription to any Debentures should make its own independent investigation of the financial condition and affairs of the Issuer, and its own appraisal of the creditworthiness of the Issuer. Eligible Investors should consult their own financial, legal, tax and other professional advisors as to the risks and investment considerations arising from an investment in the Debentures and should possess the appropriate resources to analyze such investment and the suitability of such investment to such Eligible Investor's particular circumstances.

The Issuer confirms that, as of the date hereof, this General Information Document (and Key Information Document or PPOA, for any tranche of Debentures) (including the documents incorporated by reference herein, if any) contains all the information that is material in the context of the Issue and regulatory requirements in relation to the Issue and is accurate in all such material respects. No person has been authorized to give any information or to make any representation not contained or incorporated by reference in this General Information Document (and Key Information Document or PPOA, for any tranche of Debentures) 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 being authorized by the Issuer. The Issuer certifies that the disclosures made in this General Information Document are adequate and in conformity with the SEBI Debt Listing Regulations and the Companies (Prospectus and Allotment of Securities) Rules, 2014. Further, the Issuer accepts no responsibility for statements made otherwise than in the General Information Document or any other material issued by

or at the instance of the Issuer and anyone placing reliance on any source of information other than this General Information Document would be doing so at its own risk.

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

No invitation is being made to any persons other than those to whom Application Forms along with this General Information Documents (and Key Information Document or PPOA, for any tranche of Debentures) being issued have been sent. Any application by a person to whom the General Information Document (and Key Information Document or PPOA, for any tranche of Debentures) has not been sent by the Issuer shall be rejected without assigning any reason.

The person who is in receipt of this General Information Document (and Key Information Document or PPOA, for any tranche of Debentures) shall not reproduce or distribute in whole or in part or make any announcement in public or to a third party regarding the contents hereof without the consent of the Issuer. The recipient agrees to keep confidential all information provided (or made available hereafter), including, without limitation, the existence and terms of the Issue, any specific pricing information related to the Issue or the amount or terms of any fees payable to us or other parties in connection with the Issue. This General Information Document (and Key Information Document or PPOA, for any tranche of Debentures) may not be photocopied, reproduced, or distributed to others at any time without the prior written consent of the Issuer. Upon request, the recipients will promptly return all material received from the Issuer (including this General Information Document or relevant Key Information Document or PPOA for all tranche of Debentures) without retaining any copies hereof. If any recipient of this General Information Document (and Key Information Document or PPOA, for any tranche of Debentures) decide not to participate in the Issue, that recipient must promptly return this General Information Document (and Key Information Document or PPOA, for any tranche of Debentures) and all reproductions whether in whole or in part and any other information statement, notice, opinion, memorandum, expression or forecast made or supplied at any time in relation thereto or received in connection with the Issue.

The Issuer does not undertake to update the General Information Document to reflect subsequent events after the date of General Information Document and thus it should not be relied upon with respect to such subsequent events without first confirming its accuracy with the Issuer. Neither the delivery of this General Information Document (and Key Information Document or PPOA, for any tranche of Debentures) nor any sale of Debentures made hereafter shall, under any circumstances, constitute a representation or create any implication that there has been no change in the affairs of the Issuer since the date hereof.

This General Information Document (and Key Information Document or PPOA, for any tranche of Debentures) do 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 General Information Document (and Key Information Document

or PPOA, for any tranche of Debentures) in any jurisdiction where such action is required. Persons into whose possession this General Information Document (and Key Information Document or PPOA, for any tranche of Debentures) come are required to inform themselves of, and to observe, any such restrictions. The General Information Document (and Key Information Document or PPOA, for any tranche of Debentures) is made available to Potential Investors in the Issue on the strict understanding that it is confidential.

THE ISSUER ACCEPTS NO RESPONSIBILITY FOR STATEMENTS MADE OTHERWISE THAN IN THE DEBT DISCLOSURE DOCUMENT/GENERAL INFORMATION DOCUMENT OR IN THE ADVERTISEMENT OR ANY OTHER MATERIAL ISSUED BY OR AT THE INSTANCE OF THE ISSUER AND THAT ANYONE PLACING RELIANCE ON ANY OTHER SOURCE OF INFORMATION WOULD BE DOING SO AT THEIR OWN RISK.

2.2. DISCLAIMER CLAUSE OF STOCK EXCHANGES

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

2.3. DISCLAIMER CLAUSE OF SEBI

As per the provisions of the SEBI Debt Listing Regulations, it is not stipulated that a copy of this General Information Document has to be filed with or submitted to the SEBI for its review / approval.

This General Information Document has not been filed with SEBI. The Securities have not been recommended or approved by SEBI nor does SEBI guarantee the accuracy or adequacy of this General Information Document (and Key Information Document or PPOA, for any tranche of Debentures). For the issue of Debentures being made on private placement basis, filing of this General Information Document 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 General Information Document (and Key Information Document or PPOA, for any tranche of Debentures).

The Issuer is having a valid certificate of registration issued by the Securities and Exchange Board of India under Section 3 of the Securities and Exchange Board of India (Investment Advisers) Regulations, 2013 and under section 12(1) of the Securities and Exchange Board of India Act, 1992 as a StockBroker. However, SEBI does not accept any responsibility or guarantee about the present position as to the financial soundness of the Issuer or for the correctness of any of the statements or representations made or opinions expressed by the Issuer and for repayment/discharge of liability by the Issuer .

IT IS TO BE DISTINCTLY UNDERSTOOD THAT FILING OF THE ISSUE DOCUMENT/ GENERAL INFORMATION DOCUMENT TO THE SECURITIES AND EXCHANGE BOARD OF INDIA (SEBI) SHOULD NOT IN ANY WAY BE DEEMED OR CONSTRUED TO MEAN THAT THE SAME HAS BEEN CLEARED OR APPROVED 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 THE ISSUE DOCUMENT/ GENERAL INFORMATION DOCUMENT. THE DISCLOSURES MADE IN THE DEBT DISCLOSURE DOCUMENT/GENERAL INFORMATION DOCUMENT ARE GENERALLY ADEQUATE AND ARE IN CONFORMITY WITH THE REGULATIONS. THIS REQUIREMENT IS TO FACILITATE INVESTORS TO TAKE AN INFORMED DECISION FOR MAKING INVESTMENT IN THE PROPOSED ISSUE.

2.4. DISCLAIMER IN RESPECT OF CREDIT RATING AGENCIES

Ratings are opinions on credit quality and are not recommendations to sanction, renew, disburse or recall the concerned bank facilities or to buy, sell or hold any security. The Rating Agency has based its ratings on information obtained from sources believed by it to be accurate and reliable. The Rating does not constitute an audit of the rated entity and should not be treated as a recommendation or opinion that is intended to substitute for a financial adviser's or investor's independent assessment of whether to buy, sell or hold any security. The Rating(s) are based on the data and information provided by the Issuer and obtained from other reliable sources. Although reasonable care has been taken to ensure that the data and information is true, the Rating Agency, in particular, makes no representation or warranty, expressed or implied with respect to the adequacy, accuracy or completeness of the information relied upon. The Rating Agency is not responsible for any errors or omissions and especially states that it has no financial liability whatsoever for any direct, indirect or consequential loss of any kind arising from the use of its ratings. The Ratings are subject to a process of surveillance which may lead to a revision in ratings as and when the circumstances so warrant. The ratings may be subject to revision or withdrawal at any time by the rating agency and should be evaluated independently of any other ratings. Current rating status and the Rating Agency's rating criteria are available without charge to the public on the website, (www.acuite.in).

2.5. DISCLAIMER OF THE DEBENTURE TRUSTEE

The Issuer confirms that all necessary disclosures have been made in the General Information Document including but not limited to statutory and other regulatory disclosures. Investors should carefully read and note the contents of the General Information Document (and Key Information Document or PPOA, for each tranche of Debentures). Each prospective investor should make its own independent assessment of the merit of the investment in the Debentures and the Issuer. Prospective investors should consult their own financial, legal, tax and other professional advisors as to the risks and investment considerations arising from an investment in the Debentures and should possess the appropriate resources to analyse such investment and suitability of such investment to such investor’s particular circumstance. Prospective investors are required to make their own independent evaluation and judgment before making the investment and are believed to be experienced in investing in debt markets and are able to bear the economic risk of investing in such instruments. The Trustees, ipso facto do not have the obligations of a borrower or a principal debtor or as to the monies paid/invested by investors for the Debentures.

2.6. ISSUE OF DEBENTURES IN DEMATERIALISED FORM

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

2.7. DISCLAIMER IN RESPECT OF JURISDICTION

This Issue is made in India to the Eligible Investors as specified under the paragraph titled **"Eligible Investors"** of this General Information Document (and Key Information Document or PPOA, for each tranche of Debentures), who shall be/have been identified upfront by the Issuer. This General Information Document does not constitute an offer to sell or an invitation to subscribe to Debentures offered hereby to any person to whom it is not specifically addressed. Any disputes arising out of this Issue will be subject to the exclusive jurisdiction of the courts and tribunals at Mumbai, in the State of Maharashtra, India. This General Information Document (and Key Information Document or PPOA, for each tranche of Debentures) do not constitute an offer to sell or an invitation to subscribe to the Debentures herein, in any other jurisdiction to any person to whom it is unlawful to make an offer or invitation in such jurisdiction.

SECTION 3: RISK FACTORS

Investment in non-convertible securities involve a degree of risk and investors should not invest any funds in such securities unless they can afford to take the risk attached to such investments. Investors are advised to take an informed decision and to read the risk factors carefully before investing in this offering. For taking an investment decision, investors must rely on their examination of the issue including the risks involved in it. Specific attention of investors is invited to statement of risk factors contained under Section 3 of this General Information Document. These risks are not, and are not intended to be, a complete list of all risks and considerations applicable to the non-convertible securities or investor's decision to purchase such securities.

The following are the risks relating to the Issuer, the Debentures issued pursuant to this General Information Document (and Key Information Document or PPOA, for each tranche of Debentures) and the market in general envisaged by the management of the Issuer. Potential Investors should carefully consider all the risk factors stated in this General Information Document (and Key Information Document or PPOA, for each tranche of Debentures) for evaluating the Issuer and its business and the Debentures before making any investment decision relating to the Debentures. The Issuer believes that the factors described below represent the principal risks inherent in investing in the Debentures. Potential Investors should also read the detailed information set out elsewhere in this General Information Document (and Key Information Document or PPOA, for any tranche of Debentures) and reach their own views prior to making any investment decision.

Risk factors shall be disclosed in the descending order of materiality. Wherever risks about material impact are stated, likely or potential implications should be disclosed.

Risk factors if applicable, should include but not be limited to the following:

3. GENERAL RISKS:

3.1 RISKS IN RELATION TO THE NON-CONVERTIBLE SECURITIES.

(a) <u>Repayment is contingent upon the Issuer's credit risk</u>

Prospective investors should be aware that the Issuer's credit risk affects their ability to receive the principal amount (also known as the redemption amount) and any other amounts that may be owed for the Debentures. In the event that the Issuer defaults, the Investor(s) may or may not be able to recoup all or part of the Debentures. The risk that the Issuer won't be able to fulfil its responsibilities under the Debentures is to be assumed by Potential Investors . In the event that bankruptcy proceedings or composition, scheme of arrangement or similar proceedings to avert bankruptcy are instituted by or against the Issuer; the Issuer may not make the required payments on the Debentures, or the payments may be significantly reduced or delayed.

(b) <u>Non-convertible securities may have an illiquid secondary market.</u>

Non-convertible securities are highly illiquid and that no secondary market may be available for them readily. It is unlikely that the non-convertible securities' secondary market will offer much liquidity, even if such secondary market exists. For the Debentures to have any value, Potential Investors might need to retain them until they are redeemed.

(c) Credit risk and Rating downgrade risk

The rating Agency has assigned the Credit Rating to the Debentures. In the event of deterioration in the financial health of the Issuer, there is a possibility that the rating agency may downgrade the rating of the Debentures. In such cases, Potential Investors may incur losses on revaluation of their investment or make provisions towards sub-standard/ nonperforming investment as per their usual norms.

(d) Changes in interest rates may affect the price of Debentures.

All securities where a fixed rate of interest is offered, such as this Issue, are subject to price risk. The price of such securities will vary inversely with changes in prevailing interest rates, i.e. when interest rates rise, prices of fixed income securities fall and when interest rates drop, the prices 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 pricing of the Debentures.

(e) Taxation considerations and legal considerations:

Special tax considerations and legal considerations may apply to certain types of investors. Potential Investors are urged to consult with their own financial, legal, tax and other advisors to determine any financial, legal, tax and other implications of this investment.

(f) Accounting considerations:

There may be specific accounting issues for particular taxpayer categories. For information on the ramifications of this investment, prospective investors are advised to consult with their own accounting advisors.

(g) Significant modifications to laws that the Issuer must abide by, may make it more difficult for the Issuer to fulfil its financial or other commitments.

The Issuer is often susceptible to modifications to government rules and policies, accounting standards, and Indian laws. Any modifications to the regulatory environment may have a negative impact on the Issuer's profitability or future financial performance by necessitating a reorganisation of its operations, raising expenses, or in any other way.

(h) Payments made on the Debentures will be subordinated to certain tax and other liabilities preferred by law.

The Debentures will be as such unsubordinated to any debt except to certain liabilities preferred by law such as to claims of Government Authority on account of taxes, and certain liabilities incurred in the ordinary course of our transactions. In particular, in the event of bankruptcy, liquidation or winding-up, our assets will be available to pay obligations on the Debentures only after all of those liabilities that rank senior to these Debentures have been paid. In the event of bankruptcy, liquidation or winding-up, there may not be sufficient assets remaining, after paying amounts relating to these proceedings, to pay amounts due on the Debentures.

Further, there is no restriction on the amount of debt securities that we may issue that may rank above the Debentures. The issue of any such debt securities may reduce the amount recoverable by investors in the Debentures on our bankruptcy, winding-up or liquidation.

3.2 RISKS IN RELATION TO THE SECURITY CREATED IN RELATION TO THE DEBT SECURITIES, IF ANY.

Debentures are unsecured and hence this clause is not applicable.

3.3 REFUSAL OF LISTING OF ANY SECURITY OF THE ISSUER DURING PRECEDING THREE FINANCIAL YEARS AND CURRENT FINANCIAL YEAR BY ANY OF THE STOCK EXCHANGES IN INDIA OR ABROAD.

As of date of this General Information Document, the Issuer has not been refused in listing of any security during the last 3 (three) Financial Years and the current Financial Year by any of the stock exchanges in India or abroad and therefore, this would not be applicable.

3.4 LIMITED OR SPORADIC TRADING OF NON-CONVERTIBLE SECURITIES OF THE ISSUER ON THE STOCK EXCHANGES.

As of date, we are not aware of any limited or sporadic trading of the non-convertible securities of the Issuer on stock exchanges and therefore, this would not be applicable.

3.5 IN CASE OF OUTSTANDING DEBT INSTRUMENTS OR DEPOSITS OR BORROWINGS, ANY DEFAULT IN COMPLIANCE WITH THE MATERIAL COVENANTS SUCH AS CREATION OF SECURITY AS PER TERMS AGREED, DEFAULT IN PAYMENT OF INTEREST, DEFAULT IN REDEMPTION OR REPAYMENT, NON-CREATION OF DEBENTURE REDEMPTION RESERVE, DEFAULT IN PAYMENT OF PENAL INTEREST WHEREVER APPLICABLE.

As of date, the Issuer has not defaulted in compliance with any material covenants agreed to by the Issuer and therefore, this would not be applicable.

3.6 RISKS RELATED TO THE BUSINESS OF THE ISSUER

(a) Issuer's operations rely heavily on technology & networks, therefore any malfunctions or deficiencies in these systems could put the Issuer at risk.

The business operations of the Issuer are highly dependent on the efficiency of its technology infrastructure & systems and their capacity to reliably record and execute a high volume of transactions on a daily basis in a timely way. Issuer's capacity to handle transactions would be hampered by a protracted outage or malfunction of its communications or information processing systems.

(b) The issuer relies on the services of its management group and staff; being able to attract and retain top talent is essential to its success and the smooth operation of the Issuer.

The sustained provision of services by the Issuer's senior management team, a variety of professionals and specialists, technology experts, finance professionals (including tax and accounting specialists),

lawyers, risk management experts, compliance specialists, and specialists in other control functions is essential to the Issuer's business success. The market demand for experienced management personnel, competent experts, and specialists is always on the rise across the industry. If the Issuer is unable to retain senior management or other top-tier employees such as managers in the Issuer's expert departments of business, finance, internal controls, and information technology or are not sufficiently and quickly replaced when they leave, the Issuer's operations and financial situation may suffer.

Furthermore, any future expansion plans may necessitate a significant increase in the number of professionals and specialists for the Issuer, which could prove. The competition among business establishments for skilled staff might also translate into higher wages, which would raise operational expenses and lower the Issuer's profitability.

(c) The Issuer's recent expansion could be challenging to maintain and could put a heavy burden on the Issuer's financial, operational, and administrative resources.

Although the Issuer has grown over the past years, there can be no assurance that this growth will continue at the same pace or that it will be able to control it. Issuer's business, operational outcomes, and financial situation may suffer if it is unable to successfully execute and maintain its growth plan.

(d) In the Issuer's daily activities, credit risks could put Issuer at risk of losses.

Exposures to credit from Issuer's counterparties and clients could result in losses for the Issuer. The possibility of a client or counterparty defaulting on its obligations or of the value of any collateral the Issuer holds being pledged as security for the obligations depreciating is a risk associated with Issuer's brokerage operation.
The Issuer has the danger of losing money on its credit because of receivables from exchange clearing houses. These include first margin deposits made to clearing houses and unpaid sales proceeds from securities that it has traded but haven't yet settled.

***(e) Issuer's business is reliant on Indian exchanges*:**

All transactions that Issuer executes and settles are handled by Issuer's trading systems through Indian exchanges including NSE, BSE, MCX, and NCDEX, along with clearing organisations. All the orders of the Issuer are completed by the exchanges, which are linked to both Issuer's electronic trading infrastructure. A major negative impact on Issuer's business and operational outcomes could result from any interruption to the exchanges' ability to operate.

(f) The acquisition, maintenance, or renewal of statutory and regulatory permits and approvals necessary for the operation of Issuer's current or prospective businesses might potentially result in a significant negative impact on Issuer's financial standing, operational outcomes, and company operations.

The approvals, licences, registrations, and permissions the Issuer has obtained to operate Issuer's business are subject to the terms and conditions of those agreements, as well as the rules, regulations, bye-laws, and circulars prescribed by SEBI, PFRDA, RBI, AMFI, depositories and exchanges, and other regulatory authorities. Certain approvals, licences, and registrations may expire during regular business operations. To ensure compliance with applicable laws, the Issuer submit applications for renewal whenever feasible. On the other hand, some registrations remain active until the regulator

suspends or cancels them, but they require periodic registration fee payment. Furthermore, the Issuer must notify or get approvals, as appropriate, for a variety of corporate actions, including but not limited to changes to Issuer's Board of Directors, adjustments to Issuer's shareholding pattern, and other acts as required by SEBI and other regulatory agencies. Licences and licences from the government and regulators may also be subject to requirements, some of which could be burdensome for the Issuer and involve significant costs. Future issuance, approval, or renewal of the licences, approvals, and permissions that the Issuer has applied for or are in possession of under applicable law are not guaranteed.

Issuer's registration may be suspended or cancelled, or the appropriate authorities may impose penalty, including fines, if the Issuer fail to obtain or renew these licences and approvals on time, or at all, and to abide by the terms of the applicable laws and regulations. Issuer's financial situation and operational outcomes may be significantly and negatively impacted if the Issuer is unable to submit applications, renew or acquire required licences, permits, and approvals on acceptable conditions, quickly, reasonably, or at all.

(g) Issuer may face additional risks as they expand their services and grow more in their business:

Issuer shall continue to expand their product segments and business as permitted by applicable regulatory authorities and market opportunities. New product segments in their business are required to be compliant with the regulatory requirements and trading validation requirements of the exchanges. Failure to consider, identify and provide for all additional risks may result in adverse financial impact on the Issuer. Further, there is no assurance that their new segments will be profitable in the future.

(h) Any increase in or realisation of Issuer's contingent liabilities and commitments could have a material adverse effect on Issuer's business, financial condition, cash flows, results of operations and prospects.

Issuer has Rs. NIL as contingent liability as per audited financials as on 30th September 2023. But, there can be no assurance that Issuer will not incur increased levels of contingent liabilities in the current financial year or in the future. In the event that the level of contingent liabilities increases, it could have a material adverse effect on Issuer's business, financial condition, cash flows, results of operations and prospects.

(i) Staff malfeasance can be harmful to the Issuer and is hard to identify and discourage.

In the financial services sector, there have been several well-publicized instances of employee fraud and other misconduct in recent years. As such, there is a chance that employee misbehaviour will happen at Issuer's business. Employee misconduct, for instance, can involve the unauthorised use or disclosure of private information, which might lead to regulatory penalties as well as significant harm to our reputation and financial performance. Issuer regularly deals with confidential data and information that are extremely important to its business; inappropriate use of this data and information could have a materially negative effect on our business.

(j) Issuer's business is exposed to fluctuations in the market values of their portfolio holdings.

(k) The Issuer is exposed to certain regulatory and concentration of risks

Regulatory changes related to transaction costs, permissible trades, margin requirements, taxation, technology, etc. may impact the growth prospects and overall profitability of the various business verticals. Similarly, global and domestic market fluctuations can have potential impact on the businesses.

(l) The Issuer's business and results of operations would be adversely affected by strikes, work stoppages or increased wage demands by employees.

At the moment, there is no union for the workers. That they won't form a union in the future, nevertheless, cannot be guaranteed. The Issuer's commercial and operational outcomes could be negatively impacted by a unionised workforce, which could make it more challenging to maintain flexible labour practices and lead to elevated labour expenses.

(m) The Issuer's insurance coverage may not adequately protect it against losses. Successful claims that exceed its insurance coverage could harm the Issuer's results of operations and diminish its financial position.

There are various types of risks and losses for which the Issuer does not maintain insurance, such as losses due to business interruption and natural disasters, because they are uninsurable. A successful assertion of such large claims against the Issuer that exceeds its available insurance coverage or results in changes in its insurance policies, including premium increases or the imposition of a larger deductible or co-insurance requirement, could adversely affect the Issuer's business, financial condition and results of operations. Such risks are normally minimized through strong Risk Management practices of the Issuer.

(n) Issuer may have borrowings from institutional investors and such borrowings are subject to exposure norms prescribed by regulatory authorities and the trading in the Issuer's non-convertible debentures may be infrequent, limited or sporadic, which may affect Issuer's ability to raise debt financing in future.

Issuer may have borrowings from institutional investors through issuance of Non-Convertible Debentures on a private placement basis. The fact that such institutions are subject to single party, group and sectoral exposure limits imposed by the regulatory authorities, our ability to raise funds from these institutions may be limited in future. In addition, Non-Convertible Debentures are proposed to be listed on the WDM segment of the BSE. Trading in Debentures may be limited and Issuer may not assure that the Debentures will be frequently traded on BSE or that there would be any market for the Debentures. Further, Issuer cannot predict if and to what extent a secondary market may develop for the Debentures or at what price such Debentures will trade in the secondary market or whether such market will be liquid or illiquid.

3.7 CURRENCY/EXCHANGE RISKS

(a) ***Foreign Investors, including Eligible NRIs, FIIs and Eligible QFIs subscribing to the Debentures are subject to risks in connection with (i) exchange control regulations, and (ii) fluctuations in foreign exchange rates.***

The Debentures will be denominated in Indian rupees and the payment of interest and redemption amount shall be made in Indian rupees. Various statutory and regulatory requirements and restrictions apply in connection with the Debentures held by Eligible NRIs, FIIs and Eligible QFIs ("Exchange Control Regulations"). Amounts payable to Eligible NRIs, FIIs and Eligible QFIs holding the Debentures, on redemption of the Debentures and/or the interest paid/payable in connection with such Debentures would accordingly be subject to prevailing Exchange Control Regulations in case of applicants who have invested on repatriation basis. The volatility of the Indian rupee against the U.S. dollar and other currencies subjects Investors who convert funds into Indian rupees to purchase the Debentures to currency fluctuation risks.

3.8 OTHER RISK FACTORS

1. *Potential investors shall be liable for the legality of the Debenture purchases, whether under the laws of the jurisdiction in which they operate or of the jurisdiction in which they were incorporated, as well as for their own compliance with all applicable laws, rules, and regulations.*
2. *Any problem, disturbance, hindrance in doing or completing the work caused due to any epidemic and pandemic disease as declared by Government of India (GOI) or as declared by any Health Organization of the World i.e. World Health Organization (WHO), United Nations (UN) or any other governing body of the world.*
3. *Any problem, disturbance, hindrance in doing or completing the work caused due to H1N1, Swine Flu, Ebola, Lassa Viruses, COVID 19, Corona Virus or any disease not known to the present science and not existing in the list of present science as declared by GOI, WHO, UN or any other World Governing Authority;*
4. *Any problem, disturbance, hindrance in doing or completing the work caused due to any emergency declared by Government of India or any lockdown declared by Government of India under Epidemic Act 2005 or any other law under which lockdown is declared*

SECTION 4: FINANCIAL STATEMENTS

The audited financial statements of the Issuer for the year ended 31st March 2021, 31st March 2022, 31st March 2023 and half year ending 30th September 2023 are set out in **Annexure V** hereto.

If the audited financial statements set out under this General Information Document is more than 6 (six) months old from the applicable Issue Opening Date of any offer of Debentures, the Issuer will ensure that the relevant Key Information Document will contain the audited financial statements that are not more than 6 (six) months old from the applicable Issue Opening Date.

SECTION 5: REGULATORY COMPLIANCE

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

5.1 Documents Submitted to the Exchanges:

The following documents have been / shall be submitted along with the listing application to the BSE and with the Debenture Trustee:
(a) This General Information Document;
(b) Memorandum and Articles of Association of the Issuer and necessary resolution(s) for the allotment of the Debentures;
(c) Copy of the resolution passed by the shareholders of the Issuer at the Extraordinary General Meeting held on January 12, 2024, authorizing the issue / offer of non-convertible debentures by the Issuer ;
(d) Copy of the resolution passed by the Board of Directors of the Issuer dated December 20, 2023 authorizing the issuance of the Debentures and the list of authorized signatories;
(e) Copy of last 3 (three) years audited Annual Reports; and half year ended audited financials for the period ended 30th September 2023.
(f) Statement containing particulars of, dates of, and parties to all material contracts and agreements;
(g) An undertaking from the Issuer stating that the necessary documents for the creation of the charge, where applicable, including the Trust Deed would be executed within the time frame prescribed in the applicable regulations/acts/rules etc. and the same would be uploaded on the website of the BSE, where such debt securities are proposed to be listed.
(i) Any other particulars or documents that the recognized stock exchange may call for as it deems fit; and
(j) Due diligence certificate from the Debenture Trustee as per the format specified in Schedule IVA of the SEBI ILNCS Regulations.

5.2 Details of the Promoters:

(a) Profile of all the Promoters of the Issuer

Name of the Promoter: ANSHUMAN GHOSE	**Photograph**
Date of birth:	28/10/1973
Age:	50 Years
Personal Addresses:	B-41, Cozihom, Nargis Dutt Road, Pali Hill, Bandra West, Mumbai – 400050
Educational Qualifications:	MBA (Finance) from Baruch College (CUNY) in New York BA in Economics and Commerce from St Xavier's College, Mumbai Diploma in Business French from the Sorbonne in Paris
Experience in the Business or Employment:	Joined this company from the Date of Incorporation
Positions/Posts Held in the Past:	Head of trading at Kotak Institutional Equities in Mumbai (2008-2018) Distressed Equities trader at Imperial Capital in Los Angeles (Feb 2006 - Feb 2008) Relative Value equities trader at Goldman Sachs in New York (March 2000 - June 2005) Small Cap equities trader at NDB Capital markets in Jersey City, NJ (July 1998 - March 2000)
Directorships Held:	Annexed
Other Ventures:	-

Special Achievements:	-
Business and Financial Activities:	Anshuman joined Tara Capital Partners India in May 2018 after a ten year stint at Kotak Institutional Equities, where he was the head of trading. Prior to that he was a Distressed Equities trader at Imperial Capital in Los Angeles (Feb 2006 - Feb 2008), a Relative Value equities trader at Goldman Sachs in New York (March 2000 - June 2005) and a Small Cap equities trader at NDB Capital markets in Jersey City, NJ (July 1998 - March 2000). Anshuman heads the India business entity and is responsible for talent sourcing, talent development, local business networking, trading expertise.
PAN:	AKWPG5282E

Name of the Promoter: NITASHA GAURAV	**Photograph**
Date of Birth	22/03/1974
Age	49 Years
Personal Addresses:	C1/107, Vasant Kunj, South West Delhi - 110070
Educational Qualifications:	Master of Science from University of Delhi
Experience in the Business or Employment:	Held the position of Director of the Issuer from May 2018 till June 2021 and showed her mark in the administration and the conduct of the Issuer .
Positions/Posts Held in the Past:	-
Directorships Held:	-
Other Ventures:	-
Special Achievements:	-
Business and Financial Activities:	-
PAN:	AEPPG4593R

(b) Declaration pursuant to paragraph 3.3.2(b) of Schedule I of the SEBI Debt Listing Regulations:

Declaration
The Issuer confirms that (to the extent applicable) the permanent account number, Aadhaar number, driving license number, bank account number(s) and passport number of the promoters and permanent account number of directors have been submitted to the stock exchanges on which the non-convertible securities are proposed to be listed, at the time of filing the draft issue document.

5.3 Details of credit rating, along with the latest press release of the Credit Rating Agency in relation to the issue, and a declaration that the rating is valid as on the date of issuance and listing. Such press release shall not be older than one year from the date of opening of the issue.

The Debentures are rated as "**ACUITE BB-/Stable**" by Acuité Ratings & Research pursuant to their letter dated March 12, 2024 and rating rationale/press release dated March 12, 2024. Please refer to Annexure II below for the rating letter, press release and rating rationale. No other credit ratings have been obtained for the purposes of this issue.

5.4 Name(s) of the stock exchange(s) where the non-convertible securities are proposed to be listed and the details of in-principle approval for listing obtained from these stock exchange(s).

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

The Issuer has obtained the in-principle approval dated _____ from BSE for the listing of the Debentures and the same is annexed in Annexure IX hereto. The Issuer shall also be creating the recovery expense fund as per the applicable SEBI regulations with BSE.

5.5 If non-convertible securities are proposed to be listed on more than one stock exchange(s) then the issuer shall specify the designated stock exchange for the issue. The issuer shall specify the stock exchange where the recovery expense fund is being/has been created as specified by the Board:

The Debentures are not proposed to be listed on more than one stock exchange.

5.6 Details of specific entities in relation to the Issue:

(a)	Details of the Legal counsel, (if any)	**Name:** AAN LEGAL **Logo:** **Address:** Shelton Sapphire 'A' Wing – Office No. 507, Plot No. 18 & 19, Sector-15, CBD Belapur, Navi Mumbai – 400614, Maharashtra, India **Website:** aanlegal.in **URL:** https://aanlegal.in/ **Email address:** info@aanlegal.in
(b)	Merchant banker and Co-managers to the issues, (Not applicable for private placement. However, if appointed, to be disclosed)	Not applicable as the Debentures are issued on private placement basis.
(c)	Legal advisor (applicable in case of public issue)	Not applicable as the Debentures are issued on private placement basis.
(d)	Bankers to the issue (applicable in case of public issue)	Not applicable as the Debentures are issued on private placement basis.
(e)	Sponsor Bank (applicable in case of public issue)	Not applicable as the Debentures are issued on private placement basis.
(f)	Guarantor, if any	Name: Not Applicable Logo Not Applicable Address: Not Applicable Website: Not Applicable URL: Not Applicable Email address: Not Applicable
(g)	Arrangers, if any.	Name: Not Applicable Logo: Not Applicable Address: Not Applicable Website: Not Applicable URL: Not Applicable Email address: Not Applicable

5.7 About the Issuer:

(a) Overview and a brief summary of the business activities of the Issuer

Tara Capital Partners India Private Limited is an established, diversified financial advisory & proprietary trading company that provides innovative solutions to the asset management community. It serves the highly specialized and sophisticated needs of institutional clients through a comprehensive range of tailored solutions.

The Issuer is registered with the SEBI as both proprietary trading member and investment advisor. The Issuer is an active trading member on the NSE with plans to activate membership on the BSE and MCX in the near future.

The following are the key business verticals:

- Strategy Development & Evaluation
  - Long Short
  - Systematic
  - Volatility
  - Algorithmic/HFT
  - Long Only
- Quantitative Research
- Analytics & Software Development
- Backoffice and operations support

(b) Structure of the group:

(c) A brief summary of the business activities of the subsidiaries of the issuer:
As of the date of this General Information Document, the Issuer does not have any subsidiaries.

(d) Details of branches or units where the issuer carries on its business activities, if any

The other units from which the Issuer operates are as below:

- 601 Office Building Block, DLF Courtyard, Saket, Delhi 110017 India

- 4th Floor, Block B. No. 31/14, Deivasigamani Road, Royapettah, Chennai 600014 India

- 606, Ergo Tower, A1-4, Block-GP, Sector-V, Salt Lake, Kolkata 700091 India

(e) Project cost and means of financing, in case of funding of new projects:
Not Applicable

5.8 Expenses of the Issue: Expenses of the issue along with a break up for each item of expense, including details of the fees payable to separately as under (in terms of amount, as a percentage of total issue expenses and as a percentage of total issue size), as applicable

S.NO.	PARTICULARS	AMOUNT(INR)	PERCENTAGE OF TOTAL ISSUE EXPENSE	PERCENTAGE OF TOTAL ISSUE SIZE
(a)	Lead manager(s) fees:	Not Applicable	Not Applicable	Not Applicable
(b)	Underwriting commission:	Not Applicable	Not Applicable	Not Applicable
(c)	Brokerage, selling commission and upload fees:	Not Applicable	Not Applicable	Not Applicable
(d)	Fees payable to the registrars to the issue:	As set out in the relevant KID	As set out in the relevant KID	As set out in the relevant KID
(e)	Fees payable to the legal Advisors:	As set out in the relevant KID	Not Applicable	Not Applicable
(f)	Advertising and marketing expenses:	Not Applicable *	Not Applicable *	Not Applicable *
(g)	Fees payable to the regulators including stock exchanges:	As set out in the relevant KID	As set out in the relevant KID	As set out in the relevant KID
(h)	Expenses incurred on printing and distribution of issue stationary:	Not Applicable *	Not Applicable *	Not Applicable *
(i)	Any other fees, commission or payments under whatever nomenclature:	Not Applicable **	Not Applicable **	Not Applicable **

* As the Debentures will be issued by way of private placement to identified investors in accordance with the process prescribed by SEBI, no specific expenses are envisaged to be incurred on printing and distribution of issue stationary in respect of such issue of Debentures**.**

* As the Debentures will be issued by way of private placement to identified investors in accordance with the process prescribed by SEBI, no specific fees, commission and payments under whatever nomenclature are envisaged to be incurred in respect of such issue of Debentures.

5.9 Financial Information

(a) The audited financial statements (i.e. profit and loss statement, balance sheet and cash flow statement) both on a standalone and consolidated basis for a period of three completed years, which shall not be more than six months old from the date of the issue document or issue opening date, as applicable. Such financial statements shall be audited and certified by the statutory auditor(s) who holds a valid certificate issued by the Peer Review Board of the Institute of Chartered Accountants of India ("ICAI").

As more particularly given in **Annexure V**

However, if the issuer, being a listed REIT/listed InvIT, has been in existence for a period of less than three completed years, and historical financial statements of such REIT/InvIT are not available for some portion or the entire portion of the reporting period of three years and the interim period, the combined financial statements shall be disclosed for the periods for which such historical financial statements are not available.

Not applicable as the Issuer has been in existence for a period of more that 3 (three) years prior to the date of this General Information Document.

(b) Listed issuers (whose debt securities or specified securities are listed on recognised stock exchange(s)) in compliance with the listing regulations, may disclose unaudited financial information for the interim period in the format as specified therein with limited review report in the issue document, as filed with the stock exchanges, instead of audited financial statements for the interim period, subject to making necessary disclosures in this regard in issue document including risk factors.

As more particularly set out in **Annexure V**

(c) Issuers other than REITs/ InvITs desirous of issuing debt securities on private placement basis and who are in existence for less than three years may disclose financial statements mentioned at (a) above for such period of existence, subject to the following conditions:

(i) **The issue is made on the Electronic Book Platform of the stock exchange, irrespective of the issue size; and**

(ii) **In case of issue of securities on a private placement basis, the issue is open for subscription only to qualified institutional buyers.**

Not Applicable as the Issuer is in existence for more than 3 years.

(d) The above financial statements shall be accompanied with the auditor's report along with the requisite schedules, footnotes, summary etc.

As more particularly given in Annexure V

(e) Key operational and financial parameters on standalone basis:

Standalone basis:

Balance Sheet	**As at 30.09.2023**	**As at 31.03.2023**	**As at 31.03.2022**	**As at 31.03.2021**
Property, Plant and Equipment (including Capital Work in Progress and Investment Property)	62,94,636	61,04,541	47,05,399	4,32,978
Intangible Assets (including Intangible Assets under Development)	-	-		
Financial Assets (Current and Non-Current)	17,15,12,088	9,49,92,074	32,25,37,533	7,05,27,468
Other Non-Current assets	1,15,49,514	1,12,42,096	1,29,79,650	31,60,357
Current assets	15,99,62,574	8,37,49,978	30,95,57,883	6,73,67,111
Total Assets	17,78,06,724	10,10,96,615	32,72,42,932	7,09,60,446
Financial Liabilities (Current and Non-Current)				
- Borrowings (including interest)	5,94,00,000	1,94,00,000	1,94,00,000	1,94,00,000
- Other Financial Liabilities				
Non-Current Liabilities			93,337	
Current Liabilities	1,29,81,014	59,31,991	24,43,17,663	94,77,892
Provisions	-	-		
Total Liabilities	7,23,81,014	2,53,31,991	26,38,11,000	2,88,77,892
Equity (Equity Share Capital and Other Equity)	10,54,25,710	7,57,64,624	6,34,31,932	4,20,82,554
Total Equity and Liabilities	17,78,06,724	10,10,96,615	32,72,42,932	7,09,60,446
Profit and Loss				
Total revenue from operations	14,23,97,741	70,35,51,275	71,65,56,674	28,31,11,826
Other Income	2,24,544	66,06,735		99,856
Total Income	14,26,22,285	71,01,58,010	71,65,56,674	28,32,11,682
Total Expenses	10,31,35,611	69,35,17,710	68,28,83,544	26,25,36,304
Profit/ loss for the period (before Tax)	3,94,86,674	1,66,40,300	3,36,73,130	2,06,75,378
Other Comprehensive income	-	-		
Total Comprehensive Income	-	-		
Profit/ loss for the period	2,96,61,086	1,23,32,692	2,13,49,378	1,81,67,662
Earnings per equity share:				
(a) basic; and (*annualised)	7.42*	6.17	10.67	9.08

(b) diluted (*annualised)	7.42*	6.17	10.67	9.08
Cash Flow				
Net cash (used in)/ generated from operating activities (A)	-3,86,86,301	-27,75,56,253	28,64,39,757	2,54,36,478
Net cash (used in)/ generated from investing activities (B)	-27,67,450	-71,99,695	-50,93,870	-4,71,290
Net cash (used in)/ generated from financing activities (C)	4,00,00,000	-	-	-
Net Increase/ (decrease) in Cash and Cash Equivalents	-14,53,750	-28,47,55,948	28,13,45,887	2,49,65,188
Opening Balance of Cash and Cash Equivalents	2,32,20,818	30,79,76,764	2,66,30,877	16,65,689
Cash and cash equivalents at end of the period	2,17,67,068	2,32,20,818	30,79,76,764	2,66,30,877

Consolidated basis: ----------Not applicable to the Issuer ----------

(f) Details of any other contingent liabilities of the issuer, based on the latest audited financial statements including amount and nature of liability.

NIL

(g) The amount of corporate guarantee or letter of comfort issued by the Issuer along with details of the counterparty (viz. name and nature of the counterparty, whether a subsidiary, joint venture entity, group company etc.) on behalf of whom it has been issued.

As of the date of this General Information Document, the Issuer has not provided for any Corporate Guarantee or letter of comfort to any other entity.

5.10 A brief history of the issuer since its incorporation giving details of its following activities:

(a) Details of Share Capital as at last quarter end:

Share Capital	Amount
Authorized Share Capital	
Equity Share Capital (20,00,000 Equity shares of Rs. 10 each)	**2,00,00,000**
Issued, Subscribed and Paid-up Share Capital	
Equity Share Capital (20,00,000 Equity shares of Rs. 10 each)	**2,00,00,000**

(b) Changes in its capital structure as at last quarter end, for the preceding three financial years and current financial year:

Date of Change (Annual General Meeting/ Extraordinary General Meeting)	Particulars
NOT APPLICABLE	

(c) Details of the equity share capital for the preceding three financial years and current financial year:

Date of Allotment	Number of Equity Shares	Face Value	Issue Price	Consideration (Cash, other than cash, etc.)	Nature of Allotment	Cumulative			Remarks
						Number of Equity Shares	Equity Share Capita	Equity Share Premium	
17-05-2018	20,00,000	10/-		2,00,00,000		20,00,000	2,00,00,000		

(d) Details of any acquisition of or amalgamation with any entity in the preceding one year.

NOT APPLICABLE

(e) **Details of any reorganization or reconstruction in the preceding one year:** ***NOT APPLICABLE***

Type of Event	Date of Announcement	Date of Completion	Details

(f) Details of the shareholding of the Issuer as at the latest quarter end, as per the format specified under the listing regulations.

S. No.	Name of the shareholders	Total number of Equity Shares	Number of shares in demat form	Total shareholding as % of total number of equity shares
1	ANSHUMAN GHOSE	10,00,000	-	50%
2	NITASHA GAURAV	10,00,000	-	50%

(g) List of top ten holders of equity shares of the Issuer as at the latest quarter end:

S. No.	Name of the shareholders	Total number of Equity Shares	Number of shares in demat form	Total shareholding as % of total number of equity shares
1	ANSHUMAN GHOSE	10,00,000	-	50%
2	NITASHA GAURAV	10,00,000	-	50%

5.11 Details Regarding the Directors of The Issuer

(a) Details of the current directors of the Issuer :

S. No.	Name of the Directors	Designation	Date of Birth	Age	Address	DIN	Date of appointment	Details of other directorship	Whether willful defaulter (Yes/No)
1	ANSHUMAN GHOSE	Director	28/10/1973	50	B-41, Coziho m, Nargis Dutt Road, Pali Hill, Bandra West, Mumbai – 400050	08135758	17/05/2018	Annexed	No
2	JAGDEEP KANNARATH	Director	19/12/1981	43	A-801, Dev Prestige, Veera Desai Road, Andheri	09171437	15/05/2021	Nil	No

					West, Mumbai – 400058				

(b) Details of change in directors in the preceding three financial years and current financial year:

Name, Designation and DIN	Date of Appointment	Date of Cessation, if applicable	Date of resignation, if applicable	Remarks
Nitasha Gaurav Director DIN - 08135759	**17/05/2018**		27/06/2021	

(c) Details of directors' remuneration, and such particulars of the nature and extent of their interests in the issuer (during the current year and preceding three financial years):

i. Remuneration payable or paid to a director by the issuer, its subsidiary or associate company; shareholding of the director in the Issuer , its subsidiaries and associate companies on a fully diluted basis;

S. No.	Name of the Director	Financial Year	Remuneration payable or paid (in INR)	Shareholding (on a fully diluted
1	Anshuman Ghose	2022-23	1,19,76,600	10,00,000 Equity Shares
2	Jagdeep Kannarath	2022-23	49,76,604	Nil

ii. Appointment of any relatives to an office or place of profit of the issuer, its subsidiary or associate company; Declaration submitted to the Issuer for signature to this effect. ***NIL***

iii. Full particulars of the nature and extent of interest, if any, of every director:

A. **in the promotion of the issuer company; or –** One of the Director of Issuer (Mr. Anshuman Ghose) is also the Promoter of the Issuer . Mr. Anshuman Ghose holds 10,00,000 fully subscribed Equity Shares in the Issuer.

B. **in any immoveable property acquired by the issuer company in the two years preceding the date of the issue document or any immoveable property proposed to be acquired by it; or –** ***Nil***

C. **Where the interest of such a director consists in being a member of a firm or company, the nature and extent of his interest in the firm or company, with a statement of all sums paid or agreed to be paid to him or to the firm or company in cash or shares or otherwise by any person either to induce him to become, or to help him qualify as a director, or otherwise for services rendered by him or by the firm or company, in connection with the**

promotion or formation of the issuer company shall be disclosed the interest.

NIL

(d) Contribution being made by the directors as part of the offer or separately in furtherance of such objects. – *Nil*

5.12 Any Financial or Other Material Interest of The Directors, Promoters, Key Managerial Personnel or Senior Management in the Offer and the effect of such interest in so far as it is different from the interests of other Persons.

Nil

5.13 Following Details Regarding the Auditors of The Issuer:

(a) Details of the auditor of the Issuer:

Name of the Auditor	Address	Date of Appointment
M/s. Tibrewal Chand & Co	34, Upper Basement, Dheeraj Heritage, S.V. Road, Milan Junction, Santacruz (W), Mumbai 400054 FRN: 311047E Peer Review Certificate No: 014364	March 5, 2024

(b) Details of change in auditor for preceding three financial years and current financial year:

Name of the Auditor	Address	Date of Appointment	Date of Cessation, if applicable	Date of resignation, if applicable
M/s.Vinod Panchamia and Associates, Chartered Accountants	A-201, Grace Plaza, S. V. Road, Near Railway Station, Jogeshwari (W), Mumbai - 400 102.	November 30, 2021	-	March 1, 2024

5.14 Details of the Following Liabilities of the Issuer, as at the End of The Preceding Quarter, or if available, A Later Date:

(a) Details of outstanding secured loan facilities: Nil

Name of the Lender	Type of Facility	Amount Sanctioned	Principal Amount outstanding	Repayment Date/ Schedule	Security	Credit Rating, if applicable	Asset Classification

(b) Details of outstanding unsecured loan facilities:

Name of the Lender	Type of Facility	Amount Sanctioned	Principal Amount outstanding	Repayment Date/ Schedule	Credit Rating, if applicable
Anshuman Ghose	Unsecured Loan from Director	INR 9,400,000	INR 9,400,000	-	-
Anshuman Ghose	Unsecured Loan from Director	INR 10,000,000	INR 10,000,000	-	-
Anshuman Ghose	Unsecured Loan from Director	INR 40,000,000	INR 40,000,000	As annexed	-

(c) Details of outstanding non-convertible securities: Nil

Series of NCS	ISIN	Tenor/ Period of Maturity	Coupon	Amount outstanding	Date of Allotment	Redemption Date/Schedule	Credit Rating	Secured/unsecured	Security

(d) Details of commercial paper issuances as at the end of the last quarter in the following format: Nil

Series of NCS	ISIN	Tenor/ Period of Maturity	Coupon	Amount outstanding	Date of Allotment	Redemption Date/Schedule	Credit Rating	Secured/unsecured	Security	Other details viz. details of Issuing

										and Paying Agent, details of Credit Rating Agencies

(e) List of top ten holders of non-convertible securities in terms of value (on a cumulative basis): Nil

S. No.	Name of holders	Category of holder	Face value of holding	Holding as a % of total outstanding non-convertible securities of the issuer

(f) List of top ten holders of Commercial Paper in terms of value (on a cumulative basis): Nil

S. No.	Name of holders	Category of holder	Face value of holding	Holding as a % of total outstanding non-convertible securities of the issuer

(g) Details of the bank fund based facilities/ rest of the borrowing (if any, including hybrid debt like Foreign Currency Convertible Bonds (FCCB), Optionally Convertible Debentures/ Preference Shares) from financial institutions or financial creditors: Nil

Name of Party (in case of facility)/ Name of Instrument	Type of facility / Instrument	Amount sanctioned/ issued	Principal Amount outstanding	Date of Repayment/ Schedule	Credit Rating	Secured/unsecured	Security

5.15 The amount of corporate guarantee or letter of comfort issued by the issuer along with name of the counterparty (like name of the subsidiary, joint venture entity, group company, etc.) on behalf of whom it has been issued, contingent liability including debt service reserve account guarantees/ any put option etc.

The Issuer did not provide for any such guarantee since incorporation.

5.16 Details of any outstanding borrowings taken/ debt securities issued for consideration other than cash. This information shall be disclosed whether such borrowing/ debt securities have been taken/ issued: (a) in whole or part, (b) at a premium or discount, or (c) in pursuance of an option or not. As of the Date of this General Information Document,

The Issuer did not provide for any such guarantee since incorporation.

5.17 Where the issuer is a Non-Banking Finance Company (NBFC) or Housing Finance Company, the following disclosures on Asset Liability Management (ALM) shall be provided for the latest audited financials: NOT APPLICABLE

S. No.	Particulars of disclosure	Details
	Details with regard to lending done out of the issue proceeds of earlier issuances of debt securities (whether public issue or private placement) by the issuer	Lending Policy Classification of Loans given to associate or entities related to Board, Key Managerial Personnel and 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)

	Details of borrowings granted by issuer	Portfolio Summary of borrowings made by issuer Quantum and percentage of Secured vs. Unsecured borrowings
	Details of change in shareholding	Any change in promoters' shareholding in the issuer during preceding financial year beyond the threshold prescribed by Reserve Bank of India
	Disclosure of Assets under-management	Segment wise break up and type of loans
	Details of borrowers	Geographical location wise
	Details of Gross NPA	Segment wise
	Details of Assets and Liabilities	Residual maturity profile wise into several bucket
	Additional details of loans made by issuer where it is a Housing Finance Company	
	Disclosure of latest ALM statements to stock exchange	

5.18 Details of all default/s and/or delay in payments of interest and principal of any kind of term loans, debt securities, commercial paper (including technical delay) and other financial indebtedness including corporate guarantee or letters of comfort issued by the Issuer, in the preceding three years and the current financial year.

The Issuer did not avail any term loans as on date from the date of inception.

5.19 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/ commercial paper. Not applicable

5.20 Any litigation or legal action pending or taken by a Government Department or a statutory body or regulatory body during the three years immediately preceding the year of the issue of the issue document against the promoter of the company. Not applicable

5.21 Details of default and non-payment of statutory dues for the preceding three financial years and current financial year. Not applicable

5.22 Details of pending litigation involving the issuer, promoter, director, subsidiaries, group companies or any other person, whose outcome could have material adverse effect on the financial position of the issuer, which may affect the issue or the investor's decision to invest / continue to

invest in the debt securities and/ or non-convertible redeemable preference shares. Not applicable

5.23 Details of acts of material frauds committed against the issuer in the preceding three financial years and current financial year, if any, and if so, the action taken by the issuer. Not applicable

5.24 Details of pending proceedings initiated against the issuer for economic offences, if any. Not applicable

5.25 Related party transactions entered during the preceding three financial years and current financial year with regard to loans made or, guarantees given or securities provided. Not applicable.

Name of the Related Party	Type of Facility	Amount Sanctioned	Principal Amount outstanding	Repayment Date/ Schedule
Anshuman Ghose	Unsecured Loan from Director	INR 9,400,000	INR 9,400,000	-
Anshuman Ghose	Unsecured Loan from Director	INR 10,000,000	INR 10,000,000	-
Anshuman Ghose	Unsecured Loan from Director	INR 40,000,000	INR 40,000,000	As annexed

5.26 The issue document shall not include a statement purporting to be made by an expert unless the expert is a person who is not, and has not been, engaged or interested in the formation or promotion or management, of the company and has given his written consent to the issue of the issue document and has not withdrawn such consent before the delivery of a copy of the issue document to the Registrar (as applicable) for registration and a statement to that effect shall be included in the issue document.

This issue document does not include any statement purporting to be made by an expert other than if the expert is a person who is not, and has not been, engaged or interested in the formation or promotion or management, of the Issuer and has given their written consent to this issue of this General Information Document and has not withdrawn such consent before the delivery of a copy of this General Information Document to the Registrar (as applicable) for registration.

5.27 In case the issuer is a Non-Banking Finance Company (NBFC) and the objects of the issue entail loan to any entity who is a 'group company' then disclosures shall be made in the following format: Not applicable

S. No.	Name of the Borrower (A)	Amount of Advances /exposures to such borrower (Group) (Rs. Crore) (B)	Percentage of Exposure (C)= B/Total Assets Under Management

5.28 In order to allow investors to better assess the issue, the following additional disclosures shall be made by the issuer in the issue documents: Not Applicable

(i) A portfolio summary with regards to industries/ sectors to which borrowings have been granted by NBFCs.

(ii) Quantum and percentage of secured vis-à-vis unsecured borrowings granted by NBFCs.

(iii) Any change in promoters' holdings in NBFCs during the preceding financial year beyond the threshold specified by the Reserve Bank of India from time to time.

5.29 Consent of directors, auditors, bankers to issue, trustees, solicitors or advocates to the issue, legal advisors to the issue, lead managers to the issue, Registrar to the Issue, and lenders (if required, as per the terms of the agreement) and experts.

PARTICULARS	CONSENT
Directors	The consent of the Directors of the Issuer, to the extent required, has been duly obtained.
Auditors	The consent of the Auditors of the Issuer, to the extent required, have been or will be duly obtained.
Bankers to issue	Not Applicable
Trustees	The consent of the Trustees of the Issuer, to the extent required, have been duly obtained.
Solicitors /Advocates	Not Applicable
Legal Advisors	The consent of the Legal Advisor, to the extent required, have been obtained.
Lead Manager	Not Applicable
Registrar	The consent of the Registrar to the Issuer, to the extent required, have been or will be duly obtained.
Lenders	Not Applicable

Experts	The consent of the experts as required for the Issue, to the extent required, have been or will be duly obtained.

5.30 The names of the debenture trustee(s) shall be mentioned with a statement to the effect that debenture trustee(s) has given its consent for appointment along with the copy of the consent letter from the debenture trustee.

As more particularly set out in **Annexure III**

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

As set out in the Key Information Document for each tranche of Debentures.

5.32 Disclosure of cash flow with date of interest/dividend/ redemption payment as per day count convention:
The day count convention for dates on which the payments in relation to the non-convertible securities which need to be made, should be disclosed.
Actual/Actual.

Please also refer to the section of 'Day Count Basis' as set out in Section 8.1 and Annexure VI of the relevant Key Information Document

Procedure and time schedule for allotment and issue of securities should be disclosed.

Please refer Section 9 of the relevant Key Information Document.

Cash flows emanating from the non-convertible securities shall be mentioned in the issue document, by way of an illustration.

The cashflows emanating from the Debentures, by way of an illustration, are set out under Annexure IV (Illustration of Bond Cashflows) of the relevant Key Information Document.

5.33 Other details:

(a) Creation of Debenture Redemption Reserve (DRR) / Capital Redemption Reserve (CRR) – relevant legislations and applicability

i) The Issuer hereby agrees and undertakes that, if required under Applicable Law, it will create a DRR in accordance with the provisions of the Companies Act (and the rules and regulations made thereunder) and the guidelines issued by the relevant Governmental Authorities.

ii) If during the tenor of the Debentures, any guidelines are formulated (or modified or revised) by any Governmental Authority in respect of creation of the DRR, the Issuer shall abide by such guidelines and shall do all such deeds, acts and things as may be required in accordance with Applicable Law.

iii) Where applicable, the Issuer shall submit to the Debenture Trustee a certificate duly certified by a chartered accountant certifying that the Issuer has transferred the required amount to the DRR at the end of each Financial Year.

iv) In addition to the foregoing, to the extent required by Applicable Law, the Issuer shall invest or deposit amounts up to such thresholds, and in such form and manner and within such time periods, as may be prescribed by Applicable Law, in respect of any amounts of the Debentures maturing in any Financial Year.

(b) Issue/instrument specific regulations – relevant details (Companies Act, 2013 (18 of 2013), guidelines issued by the Reserve Bank of India, etc.)

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

(c) Default in payment

As set out in the relevant Key Information Document for each tranche of Debentures.

(d) Delay in listing

In accordance with the SEBI NCS Regulations read together with the SEBI Listing Timelines Requirements, the Issuer confirms that in the event there is any delay in listing of the Debentures beyond 3 (three) Business Days from the date of bidding on the EBP Platform in respect to the issue for the Debentures, the Issuer will pay to the Debenture Holders, penal interest of 1% (one percent) per annum over the Interest Rate, from the date of allotment of the Debentures until the listing of the Debentures is completed.

(e) Delay in allotment of securities

(i) The Debentures shall be/have been deemed to be allotted to the Debenture Holders on the Deemed Date of Allotment. All benefits relating to the Debentures are available to the Debenture Holders from the Deemed Date of Allotment.

(ii) If the Issuer fails to allot the Debentures to the Applicants within 60 (sixty) calendar days from the date of receipt of the Application Money ("Allotment Period"), it shall repay the Application Money to the Applicants within 15 (fifteen) calendar days from the expiry of the Allotment Period ("Repayment Period").

(iii) If the Issuer fails to repay the Application Money within the Repayment Period, then the Issuer shall be liable to repay the Application Money along with interest at 12% (twelve percent) per annum, gross of withholding taxes, from the expiry of the Allotment Period.

(f) Issue details: Please refer section 5.38 (summary of terms) of this General Information Document

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

(h) Disclosure required under form PAS-4 under Companies (Prospectus and Allotment of Securities), Rules, 2014 but not contained in this schedule, if any.

The finalised form of the PPOA prepared in accordance with the Form PAS 4 prescribed under the Companies (Prospectus and Allotment of Securities) Rules, 2014 shall be enclosed in the relevant Key Information Document for the relevant issuance of Debentures.

(i) 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;

Not Applicable

5.34 The issue document shall include the following other matters and reports, namely:

(a) If the proceeds, or any part of the proceeds, of the issue of the debt securities/non-convertible redeemable preference shares are or is to be applied directly or indirectly:

(i) in the purchase of any business; or

(ii) in the purchase of an interest in any business and by reason of that purchase, or anything to be done in consequence thereof, or in connection therewith,

the company shall become entitled to an interest in either the capital or profits and losses or both, in such business exceeding fifty per cent. thereof, a report made by a chartered accountant (who shall be named in the issue document) upon –

A. the profits or losses of the business for each of the three financial years immediately preceding the date of the issue of the issue document; and

B. the assets and liabilities of the business as on the latest date to which the accounts of the business were made up, being a date not more than one hundred and twenty days before the date of the issue of the issue document.

The Issuer confirms that it will not use the proceeds from the Issue, directly or indirectly, for the purchase of any business or in the purchase of any interest in any business whereby the Issuer shall become entitled to an interest in either the capital or profit or losses or both in such business exceeding 50% thereof.

(b) In purchase or acquisition of any immoveable property including indirect acquisition of immoveable property for which advances have been paid to third parties, disclosures regarding:

(i) the names, addresses, descriptions and occupations of the vendors;

(ii) the amount paid or payable in cash, to the vendor and where there is more than one vendor, or the company is a sub-purchaser, the amount so paid or payable to each vendor, specifying separately the amount, if any, paid or payable for goodwill;

(iii) the nature of the title or interest in such property proposed to be acquired by the company; and

(iv) the particulars of every transaction relating to the property completed within the two preceding years, in which any vendor of the property or any person who is or was at the time of the transaction, a promoter or a director or proposed director of the company, had any interest, direct or indirect, specifying the date of the transaction and the name of such promoter, director or proposed director and stating the amount payable by or to such vendor, promoter, director or proposed director in respect of the transaction:

Provided that if the number of vendors is more than five, then the disclosures as required above shall be on an aggregated basis, specifying the immoveable property being acquired on a contiguous basis with mention of the location/total area and the number of vendors from whom it is being acquired and the aggregate value being paid. Details of minimum amount, the maximum amount and the average amount paid/ payable should also be disclosed for each immovable property.

The Issuer confirms that it will not use the proceeds from the Issue, directly or indirectly, for purchase or acquisition of any immovable property.

(c) If:

(i) the proceeds, or any part of the proceeds, of the issue of the debt securities/non-convertible redeemable preference shares are or are to be applied directly or indirectly and in any manner resulting in the acquisition by the company of shares in any other body corporate; and

(ii) by reason of that acquisition or anything to be done in consequence thereof or in connection therewith, that body corporate shall become a subsidiary of the company, a report shall be made by a Chartered Accountant (who shall be named in the issue document) upon –

A. the profits or losses of the other body corporate for each of the three financial years immediately preceding the issue of the issue document; and

B. the assets and liabilities of the other body corporate as on the latest date to which its accounts were made up.

The Issuer having registered with the SEBI under the SEBI (Stock Brokers) Regulations, 1992 as stock broker confirms that it will not use the proceeds from the Issue, directly or indirectly, for acquisition of securities of any other body corporate, except for the purposes of carrying its ordinary business operations.

(d) The said report shall:

(i) indicate how the profits or losses of the other body corporate dealt with by the report would, in respect of the shares to be acquired, have concerned members of the issuer company and what allowance would have been required to be made, in relation to assets and liabilities so dealt with for the holders of the balance shares, if the issuer company had at all material times held the shares proposed to be acquired; and

(ii) where the other body corporate has subsidiaries, deal with the profits or losses and the assets and liabilities of the body corporate and its subsidiaries in the manner as provided in paragraph (c) (ii) above.

Not Applicable

(e) The broad lending and borrowing policy including summary of the key terms and conditions of the term loans such as re-scheduling, prepayment, penalty, default; and where such lending or borrowing is between the issuer and its subsidiaries or associates, matters relating to terms and conditions of the term loans including re-scheduling, prepayment, penalty, default shall be disclosed.

Not Applicable

(f) The aggregate number of securities of the issuer company and its subsidiary companies purchased or sold by the promoter group, and by the directors of the company which is a promoter of the issuer company, and by the directors of the issuer company and their relatives, within six months immediately preceding the date of filing the issue document with the Registrar of Companies, shall be disclosed.

Nil

(i) The matters relating to material contracts:

The following contracts, not being contracts entered into in the ordinary course of business carried on by the Issuer or entered into more than 2 (Two) years before the date of this General Information Document, which are or may be deemed material, have been entered into by the Issuer .

S. No.	Nature of Contract
1	Certified true copy of the Memorandum & Articles of Association of the Issuer.
2	Board Resolution dated 20th December 2023 authorizing the issue of Debentures pursuant to the terms of the Debt Disclosure Documents.
3	Shareholders Resolution dated 12th January 2024 authorizing the issue of non-convertible debentures by the Issuer
4	Shareholder Resolutions dated 12th January 2024 authorizing the borrowing by the Issuer
5	Copies of Annual Reports of the Issuer for the last three financial years.
6	Credit rating letter from the Rating Agency, rating rationale from the Rating Agency along with detailed press release to be set out in the relevant Key Information Document for the relevant issuance of Debentures.
7	Letter from the Debenture Trustee giving its consent to act as debenture trustee to be set out in the relevant Key Information Document for the relevant issuance of Debentures.
8	Letter of appointment of Register and Transfer Agent.
9	Certified true copy of the certificate of incorporation of the Issuer.
10	Certified true copy of the tripartite agreement between the Issuer , the Registrar & Transfer Agent and the NSDL/CDSL.
11	Copy of application made to BSE for grant of in-principle approval for listing of Debentures.
12	Debenture Trustee Agreement dated 22nd February 2024
13	Debenture Trust Deed dated 13th March 2024

(ii) Time and place at which the contracts together with documents will be available for inspection from the date of issue document until the date of closing of subscription list.

The contracts and documents referred to hereunder as material to the Issue, may be inspected at the Registered Office of the Issuer between 10.00 am to 4.00 pm on working days.

(g) Reference to the relevant page number of the audit report which sets out the details of the related party transactions entered during the three financial years immediately preceding the issue of issue document.

Financial Year	Page number of the audit report which sets out the details of the related party transactions
FY 22-23	**Page No. 7 of Audit Report**
FY 21-22	**Page No.6 of Audit Report**
FY 20-21	**Page No. 6 of Audit Report**

(h) The summary of reservations or qualifications or adverse remarks of auditors in the three financial years immediately preceding the year of issue of issue document, and of their impact on the financial statements and financial position of the company, and the corrective steps taken and proposed to be taken by the company for each of the said reservations or qualifications or adverse remarks.

Nil

(i) The details of:

- **any inquiry, inspections or investigations initiated or conducted under the securities laws or Companies Act, 2013 (18 of 2013) or any previous companies' law;**
- **prosecutions filed, if any (whether pending or not); and**
- **fines imposed or offences compounded, in the three years immediately preceding the year of issue of issue document in the case of the issuer being a company and all of its subsidiaries.**

Nil

5.35 Details of Debt Securities Sought to be Issued

Under the purview of this General Information Document (and Key Information Document or PPOA, for each tranche of Debentures), the Issuer intends to issue non-convertible debentures (senior, unsecured, rated, listed, taxable, redeemable, transferable or any others (as may be determined)), on a private placement basis.

5.36 Issue Size

To be set out in the relevant Key Information Document for each tranche of Debentures.

5.37 Utilization of the Issue Proceeds

Please refer to the sub-section on "Details of the utilization of the Proceeds" under Section 5.38 (Summary of Terms) of this General Information Document

5.38 Summary of terms – Terms to be included in the issue document:

Security Name (Name of the non-convertible securities which includes (Coupon/dividend, Issuer Name and maturity year) e.g. 8.70% XXX 2015.	9.00% TARACAP 2030
Issuer	Tara Capital Partners India Private Limited
Type of Instrument	Senior, unsecured, rated, listed, taxable, redeemable, transferable, non-convertible debentures
Issue Series	As set out in the relevant KID for each tranche of Debentures
Nature of Instrument (Secured or Unsecured)	Unsecured
Seniority (Senior or Subordinated)	Senior
Eligible Investors	As per Section 8 of this Document.
Listing (name of stock Exchange(s) where it will be listed and timeline for listing)	BSE Within the timelines prescribed under the SEBI Listing Timelines Requirements
Rating of the Instrument	ACUITE BB-/Stable by Acuité Ratings & Research Limited
Total Issue Size	Rs.95,00,00,000 to be issued in multiple Tranches
Minimum subscription	Shall not be less than INR 1,00,000 (Indian Rupees One Lakh and in multiples of 1 (one) Debenture(s) thereafter.
Option to retain oversubscription (Amount)	Not Applicable
Objects of the Issue / Purpose for which there is requirement of funds	Repayment of existing unsecured loans, expansion of proprietary trading business of the Issuer and for other operating expenses of the Issuer ("**Purpose**").
Details of the utilization of the Proceeds	As set out in the relevant KID for each tranche of Debentures
Coupon / Dividend Rate	As set out in the relevant KID for each tranche of Debentures
Step Up/Step Down Coupon Rate	Not Applicable
Coupon/Dividend Payment Frequency	As set out in the relevant KID for each tranche of Debentures
Coupon / Dividend payment dates	As set out in the relevant KID for each tranche of Debentures
(Cumulative / non-cumulative, in case of dividend	Not Applicable
Coupon Type (Fixed, floating or other structure)	As set out in the relevant KID for each tranche of Debentures
Coupon Reset Process (including rates, spread, effective date, interest rate cap and floor etc).	As set out in the relevant KID for each tranche of Debentures
Day Count Basis (Actual/Actual)	Actual/Actual
Interest on Application Money	Not applicable
Default Interest Rate	As set out in the relevant KID for each tranche of Debentures
Tenor	As set out in the relevant KID for each tranche of Debentures

Redemption Date	As set out in the relevant KID for each tranche of Debentures
Redemption Amount	As set out in the relevant KID for each tranche of Debentures
Redemption Premium /Discount	Not Applicable
Issue Price	As set out in the relevant KID for each tranche of Debentures
Discount at which security is issued and the effective yield as a result of such discount.	Not Applicable
Put Date	As set out in the relevant KID for each tranche of Debentures
Put Price	As set out in the relevant KID for each tranche of Debentures
Call Date	As set out in the relevant KID for each tranche of Debentures
Call Price	As set out in the relevant KID for each tranche of Debentures
Put Notification Time (Timelines by which the investor need to intimate Issuer before exercising the put)	As set out in the relevant KID for each tranche of Debentures
Call Notification Time (Timelines by which the Issuer need to intimate investor before exercising the call)	As set out in the relevant KID for each tranche of Debentures
Face Value	**INR 1,00,000/-** per Debenture
Minimum Application and in multiples of thereafter	Shall not be less than **INR 1,00,000/-** (Indian Rupees One Lakh) and in multiples of 1 (one) Debenture(s) thereafter.
Issue Timing	
1. Issue Opening Date	As set out in the relevant KID for each tranche of Debentures
2. Issue Closing Date	As set out in the relevant KID for each tranche of Debentures
3. Date of earliest closing of the issue, if any.	Not Applicable
4. Pay-in Date	As set out in the relevant KID for each tranche of Debentures
5. Deemed Date of Allotment	As set out in the relevant KID for each tranche of Debentures
Settlement mode of the Instrument	As set out in the relevant KID for each tranche of Debentures
Depository	NSDL
Disclosure of Interest/Dividend / redemption dates	As set out in the relevant KID for each tranche of Debentures
Record Date	As set out in the relevant KID for each tranche of Debentures
All covenants of the issue (including side letters, accelerated payment clause, etc.)	As set out more particularly in the Debenture Trust Deed and the relevant Transaction Documents.

Transaction Documents	As set out in **Section 7** of this Document.
Conditions Precedent to Disbursement	As more particularly set out in the Debenture Trust Deed and KID for each tranche of Debentures.
Conditions Subsequent to Disbursement	As more particularly set out in the Debenture Trust Deed and KID for each tranche of Debentures.
Event of Default	As more particularly set out in the Debenture Trust Deed and KID for each tranche of Debentures
Creation of recovery expense fund	The Issuer hereby undertakes and confirms that it shall, within the time period prescribed under **Chapter IV (*Recovery Expenses Fund*)** of the SEBI Debenture Trustees' Master Circular, establish and maintain the Recovery Expense Fund in such manner/mode as is prescribed under **Chapter IV (*Recovery Expenses Fund*)** of the SEBI Debenture Trustees Master Circular.
Conditions for Breach of covenants (as specified in the Debenture Trust Deed)	Please refer to section '*Default Interest Rate'* above and in KID for each tranche of Debentures.
Provisions related to Cross Default	As set out in the Debenture Trust Deed
Roles and Responsibilities of the Debenture Trustee	As more particularly set out in the Debenture Trustee Agreement and Debenture Trust Deed
Risk Factors	As set out in Section 3 of this Document and more particularly in the relevant KID.
Bid Book type	As set out in the relevant KID for each tranche of Debentures
Type of Bidding	Closed Bidding in EBP
Type of Allocation	Uniform Yield
Settlement Cycle	As set out in the relevant KID for each tranche of Debentures
Right to repurchase Debentures	As set out in the Debenture Trust Deed
Multiple Tranches	The Issuer reserves the right to make multiple tranches under the same International Securities Identification Number ("**ISIN**") with reference to ***Chapter VIII (Specifications related to ISIN for debt securities)*** of the Master Circular. Such issue can be made either by way of creation of a fresh ISIN or by way of issuance under an existing ISIN at premium/par/discount as the case may be in line with ***Chapter VIII (Specifications related to ISIN for debt securities)*** of the Master Circular.
Additional Disclosure (Default in Payment	As set out in the Debenture Trust Deed

Notes:

(a) If there is any change in coupon rate pursuant to any event including lapse of certain time period or downgrade in rating, then such new coupon rate and the events which lead to such change should be disclosed.

(b) The list of documents which have been executed in connection with the Issue and subscription of debt securities shall be annexed.

(c) The issuer shall provide granular disclosures in their issue document, with regards to the "Object of the Issue" including the percentage of the issue proceeds earmarked for each of the "object of the issue".

SECTION 6: DISCLOSURES PERTAINING TO WILFUL DEFAULT

The following disclosures shall be made if the issuer or its promoter or director is declared wilful defaulter:

A. Name of the bank declaring the entity as a Wilful Defaulter: **Nil**

B. The year in which the entity is declared as a Wilful Defaulter: **N.A**

C. Outstanding amount when the entity is declared as a Wilful Defaulter: **N.A**

D. Name of the entity declared as a Wilful Defaulter: **N.A**

E. Steps taken, if any, for the removal from the list of wilful defaulters: **N.A**

F. Other disclosures, as deemed fit by the Issuer in order to enable investors to take informed decisions: **N.A**

G. Any other disclosure as specified by SEBI: **N.A**

SECTION 7: TRANSACTION DOCUMENTS AND KEY TERMS[1]

7.1 Transaction Documents

The following documents shall be executed in respect of Debentures issued pursuant Debt Disclosure Documents ("**Transaction Documents**");

(a) Debenture Trustee Agreement, which will confirm the appointment of **Catalyst Trusteeship Limited**, as the Debenture Trustee to act on behalf of and for the benefits of the Debenture Holders ("**Debenture Trustee Agreement**");

(b) Debenture Trust Deed, which will set out the terms upon which the Debentures that are being issued and shall include the representations and warranties and the covenants to be provided by the Issuer ("**Debenture Trust Deed**"); and

(c) Such other documents as agreed between the Issuer and the Debenture Trustee.

7.2 Representations and Warranties of the Issuer

The Issuer makes the representations and warranties set forth hereunder *(more particularly as set out in the Debenture Trust Deed)* to the Debenture Trustee for the benefit of Debenture Holders as on Effective Date, which representations shall be deemed to be repeated on each day until the Final Settlement Date.

a. Status

i. It is a company, duly incorporated, registered and validly existing under Applicable Laws of India.

ii. It is an investment advisor registered with SEBI under the SEBI (Investment Advisor) Regulations, 2013.

iii. It is a stock-broker registered with the SEBI under the SEBI (Stock Brokers) Regulations, 1992

iv. It has the power to own it assets and carry on its business as it is being conducted.

b. Binding Obligations

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

c. Non- conflict with other obligations

i. any Applicable Law;

ii. the Constitutional Documents;

iii. any judgement, decree, order or award; or

[1] ***Please note that the capitalised terms used in this section, but not defined herein, shall have the meaning as assigning to such term in the Debenture Trust Deed***

d. Power and authority; Illegality

It has the power to enter into, perform and deliver, and has taken all necessary actions to authorise its entry into, performance and delivery of, the Transaction Documents to which it is a party and the transactions contemplated by such Transaction Documents. It is not unlawful or illegal for the Issuer to perform any of its obligations under the Transaction Documents. The Transaction Documents, as and when executed, constitute legal, valid, and binding Obligations of the Issuer enforceable in accordance with their respective terms and law and would be so treated in the courts and/or tribunals of India are in proper form for their respective enforcement in such courts.

e. Validity and admissibility in evidence

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

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

f. No default

i. No Events of Default has occurred and is continuing or would reasonably be expected to result from the execution or performance of any Transaction Documents or the issuance of the Debentures.
ii. No other event or circumstance is outstanding which constitutes (or which would, with the lapse of time, the giving of notice, the making of any determination under the relevant document or any combination of the foregoing, constitute) a default or termination event (however described) under any other agreement or instrument which is binding on the Issuer or any of its Assets or which might have a Material Adverse Effect.

g. No proceedings pending

No litigation, arbitration or administrative proceedings of or before any court, arbitral body or agency have been threatened or commenced against the Issuer, which if determined adversely, may have or which purport to have a Material Adverse Effect.

h. No misleading information

All information provided by the Issuer to the Debenture Trustee/Debenture Holders is true and accurate in all material respects as at the date it was provided or as at the date (if any) at which it is stated and is not misleading due to omission of material fact or otherwise. Any financial projections contained herein have been prepared on the basis of recent historical information and on the basis of reasonable assumptions and nothing has occurred or has been omitted from the factual information provided and no information has been given or withheld those results in the information provided by or on behalf of Issuer being untrue or misleading in any respect.

i. Compliance

i. The Issuer has complied with Applicable Law.

ii. There has not been and there is no investigation or enquiry by, or order, decree, decision or judgment of any Governmental Authority issued or outstanding or to the best of the Issuer's knowledge (after making do and careful enquiry), anticipated against the Issuer which would have a Material Adverse Effect.

iii. No notice or other communication (official or otherwise) from any Governmental Authority has been issued or is outstanding or to the best of the Issuer's knowledge (after making due and careful enquiry), anticipated with respect to an alleged, actual or potential violation and/or failure to comply with any such Applicable Law or requiring them to take or omit any action.

iv. The Issuer shall complete all necessary formalities including all filings with the relevant regulatory authorities, including but not limited to the SEBI, the BSE, and the ROC and obtain all consents and approvals required for the completion of the Issue.

j. Financial statements

i. Its audited financial statements most recently provided to the Debenture Trustee as of 30th September 2023 were prepared in accordance with Applicable Accounting Standards consistently applied save to the extent expressly disclosed in such financial statements.

ii. Its audited financial statements as of 30th September 2023 provided to the Debenture Trustee, give an accurate, true and fair view and represent its financial condition and operations during the Financial Year save to the extent expressly disclosed in such financial statements.

k. Solvency

i. The Issuer is solvent and is capable of paying/meeting its obligations as and when they become due.

ii. The Issuer, by reason of actual or anticipated financial difficulties, has not commenced, and does not intend to commence negotiations with one or more of its creditors with a view to rescheduling its Financial Indebtedness.

iii. The value of the Assets of the Issuer is more than its liabilities (taking into account contingent and prospective liabilities) and it has sufficient capital to carry on its business.

iv. The Issuer has not taken any corporate action nor has it taken any legal proceedings or other procedure or steps in relation to any bankruptcy proceedings.

v. No insolvency or bankruptcy process has commenced under Applicable Law in respect of the Issuer (including pursuant to the (Indian) Insolvency and Bankruptcy Code, 2016, the Insolvency and Bankruptcy (Insolvency and Liquidation Proceedings of Financial Service Providers and Application to Adjudicating Authority) Rules, 2019, and any other rules and regulations made thereunder from time to time).

l. Material Adverse Effect

i. No fact or circumstance, condition, proceeding or occurrence exists that has a Material Adverse Effect.

ii. No Material Adverse Effect has occurred or would reasonably be expected to result from the execution or performance of any Transaction Documents or the issuance of the Debentures.

m. Anti-Money Laundering

i. Neither the Issuer nor any member of the Group has: (a) engaged in corrupt practices, fraudulent practices, or other illegal practices in connection with their business and operations, (b) engaged in Money Laundering or act in breach of any Applicable Law relating to Money Laundering; or (c) engaged in the financing of terrorism.

ii. The commercial operations of the Issuer and its Affiliates are and have been conducted at all times in compliance with: (a) all applicable financial record keeping and reporting requirements; (b) all laws in relation to the prevention of Money Laundering in India and of all jurisdictions in which the Issuer and its Affiliates conduct their business, the rules and regulations thereunder; and (iii) any related or similar rules, regulations or guidelines, issued, administered or enforced by any Governmental Authority having jurisdiction over the Issuer and its Affiliates.

iii. There is no action, suit or proceeding by or before any court or Governmental Authority, agency or body or any arbitrator involving the Issuer and its Affiliates, with respect to all laws in relation to the prevention of Money Laundering, is pending and no such actions, suits or proceedings are threatened or contemplated.

iv. Directors

v. The Issuer confirm that none of the directors of the Issuer or any of the Promoters:

vi. has been included in the Export Credit Guarantee Corporation of India Limited's caution list/specific approval list;

vii. has been included in the RBI's defaulter list/caution list;

viii. has been included in the CIBIL's defaulter list or SEBI's defaulter list;

ix. has been included in the defaulters list under the Conservation of Foreign Exchange and Prevention of Smuggling Activities Act, 1974 (COFEPOSA);

x. has defaulted under any loan agreement entered into by such director with any of the Debenture Trustee; and

xi. has been disqualified under Section 164 of the Act.

7.3 Covenants of the Issuer

The Covenants of the Issuer shall be as set out hereunder and more particularly as set out in the Debenture Trustee Deed and the Key Information Document for the relevant issuance of Debentures.

7.3.1 Financial Covenants

This will be more particularly set out in the Debenture Trust Deed and the Key Information Document for the relevant issuance of Debentures.

7.3.2 Reporting Covenants

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

i. as soon as available, and in any event within 120 (one hundred and twenty) calendar days after the end of each Financial Year of the Issuer certified copies of its audited consolidated and non-consolidated (if any) financial statements for its most recently completed fiscal year, prepared in accordance with the Applicable Accounting Standards;

ii. within 45 (forty five) calendar days after each Quarterly Date, certified copies of its unaudited

iii. consolidated and non-consolidated (if any) quarterly financial statements for the preceding fiscal quarter, prepared in accordance with the Applicable Accounting Standards;

iv. as soon as practicable, and in any event within 10 (ten) Business Days after the Issuer obtains or reasonably should have obtained actual knowledge thereof, notice of the occurrence of any event or circumstance that could reasonably be expected to result in a Material Adverse Effect;

v. as soon as practicable, and in any event within 10 (ten) Business Days after the Issuer obtains or reasonably should have obtained actual knowledge thereof, notice of any dispute, litigation, arbitration, investigation or other proceeding affecting the Issuer or its property or operations, which if adversely determined, could result in a Material Adverse Effect;

vi. as soon as practicable, and in any event within 10 (ten) Business Days after the Issuer obtains or reasonably should have obtained actual knowledge thereof obtains or reasonably, notice of the occurrence of any Events of Default or potential event of default including any steps taken to cure such event;

vii. as soon as practicable, and in any event within 10 (ten) Business Days, inform the Debenture Trustee if it has received (A) any notice of any application for winding up or insolvency process or any statutory notice of winding up or insolvency process under the provisions of the Act or any other Applicable Law (including the (Indian) Insolvency and Bankruptcy Code, 2016, the Insolvency and Bankruptcy (Insolvency and Liquidation Proceedings of Financial Service Providers and Application to Adjudicating Authority) Rules, 2019, and any other rules and regulations made thereunder from time to time), or (B) any other notice under any other statute relating to the commencement/initiation of winding up or insolvency process or otherwise of any suit or other legal process against the Issuer;

viii. within such timelines as may be prescribed by the Debenture Trustee, provide all relevant information required by the Debenture Trustee for the effective discharge of its duties and obligations under the Transaction Document, including but not limited to the copies of all reports, balance sheets and the profit and loss account of the Issuer;

ix. if so required under Applicable Law, within such timelines as may be prescribed by the Debenture Trustee, provide a certificate from the Issuer's statutory auditor in respect of the utilisation of funds, containing such details and information as may be required by the Debenture Trustee;

x. without prejudice to (j) below, as soon as practicable and in any event within 30 (thirty) calendar days of receipt of a request, such additional documents or information as the Debenture Trustee or the Debenture Holders, may reasonably request from time to time; And

xi. as soon as practicable and in any event within the timelines prescribed by the Debenture Trustee (and Applicable Law), such other information, notifications, details, documents, reports, statements and certificates (including from chartered accountants, auditors and/or directors of the Issuer) as may be required by the Debenture Trustee from time to time, to ensure compliance with

the provisions of the Applicable Law, including but not limited to the Debenture Trustees Regulations and the Companies (Share Capital and Debentures) Rules, 2014.

7.3.3 Affirmative Covenants

The Issuer shall:

a. Use of Proceeds

Use the proceeds of the Issue only for the Purpose and in accordance with the Debenture Trust Deed;

b. Loss or damage by uncovered risks

promptly inform the Debenture Trustee of any material loss or significant damage which the Issuer may suffer due to any force majeure circumstances or act of God, such as earthquake, flood, tempest or typhoon, etc. against which the Issuer may not have insured its properties;

c. Costs and expenses

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

d. Payment of Rents, etc.

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

e. Preserve corporate status

i. diligently preserve and maintain its corporate existence and status and all rights, privileges, and concessions now held or hereafter acquired by it in the conduct of its business
ii. comply with all acts, authorisations, consents, permissions, rules, regulations, orders and directions of any Governmental Authority;
iii. promptly obtain, comply with all necessary authorisations, licenses, consents and approvals required under Applicable Law to enable it to perform its obligations under the Transaction Documents, to ensure the legality, validity, enforceability or admissibility of the Transaction Documents; and
iv. not do or voluntarily suffer or permit to be done any act or thing whereby its right to transact its business might or could be terminated or whereby payment of the Outstanding Amounts might or would be hindered or delayed;

f. Pay stamp duty

pay all such stamp duty (including any additional stamp duty), other duties, taxes, charges and penalties, if and when the Issuer may be required to pay according to the applicable state laws.

In the event the Issuer fails to pay such stamp duty, other duties, taxes and penalties as aforesaid, the Debenture Trustee shall be at liberty (but shall not be bound) to pay such amounts and the Issuer shall reimburse the aforementioned amounts to the Debenture Trustee on demand;

g. Furnish information to trustee

i. provide to the Debenture Trustee or its nominee(s)/agent(s) such information/copies of relevant extracts as they may require on any matters relating to the business of the Issuer or to investigate the affairs of the Issuer;
ii. furnish quarterly reports to the Debenture Trustee (as may be required in accordance with Applicable Law) containing the following particulars:
iii. updated list of the names and addresses of the Debenture Holders;
iv. details of the interest due, but unpaid and reasons thereof; and
v. the number and nature of grievances received from the Debenture Holders and
vi. resolved and unresolved by the Issuer along with the reasons for the same;
vii. provide a periodical status/performance report within 7 (seven) days of the relevant board meeting of the Issuer, or within 45 (forty five) days of a Quarterly Date,whichever is earlier; and
viii. inform and provide the Debenture Trustee with applicable documents in respect of the following:
ix. notice of any Events of Default or potential Events of Default; and
x. any and all information required to be provided to the Debenture Holders under Applicable Law and the listing agreement to be entered into between the Issuer and the BSE;

h. Redressal of Grievances

promptly and expeditiously attend to and redress the grievances, if any, of the Debenture Holders. The Issuer further undertakes that it shall promptly comply with the suggestions and directions that may be given in this regard, from time to time, by the Debenture Trustee and shall advise the Debenture Trustee periodically of the compliance;

i. Comply with Investor Education and Protection Fund requirements

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

j. Corporate Governance; Fair Practices Code

comply with any corporate governance requirements applicable to the Issuer (as may be prescribed by the RBI, SEBI, any stock exchange, or any Governmental Authority) and the fair practices code prescribed by the RBI;

k. Further assurances

i. provide details of any litigation, arbitration, legal action or administrative proceedings that if determined adversely could have a Material Adverse Effect on the Issuer (including any proceedings which are required to be disclosed by the Issuer to the relevant stock exchanges under Applicable Law);
ii. comply with any monitoring and/or servicing requests from Debenture Holders;
iii. execute and/or do, at its own expense, all such deeds, assurances, documents, instruments, acts, matters and things, in such form and otherwise as the Debenture Trustee may reasonably or by Applicable Law require or consider necessary in relation to enforcing or exercising any of the rights and authorities of the Debenture Trustee;
iv. obtain, comply with the terms of and do all that is necessary to maintain in full force and effect all authorisations necessary to enable it to lawfully enter into and perform its obligations under the

DTD or to ensure the legality, validity, enforceability or admissibility in evidence in India of the DTD;

v. comply with:
   a. all Applicable Law, as applicable in respect of the Debentures and obtain such regulatory approvals as may be required from time to time;
   b. the Debenture Trustees Regulations as in force from time to time, in so far as they are applicable to the Debentures and furnish to the Debenture Trustee such data, information, statements and reports as may be deemed necessary by the Debenture Trustee in order to enable them to comply with the provisions of Regulation 15 of the Debenture Trustees Regulations thereof in performance of their duties in accordance therewith to the extent applicable to the Debentures;
   c. the provisions of the Act in relation to the Issue;
   d. procure that the Debentures are rated and continue to be rated until the Final Settlement Date;
   e. ensure that, at time of making any payment of interest or repayment of the principal amount of the Debentures in full or in part, the Issuer shall do so in the manner that is in accordance with Applicable Law but without, in any way requiring the Issuer to incur any additional costs, expenses or
   f. taxes and the Issuer shall avail of all the benefits available under any treaty applicable to the Issuer and/or the Debenture Holders;
   g. if so required, the terms of Chapter XI (Operational framework for transactions in defaulted debt securities post maturity date/ redemption date) of the Listed NCDs Master Circular, and provide all
   h. details/intimations to the Debenture Trustee, the Depositories, and BSE (as the case may be) in accordance with therein.

l. Filings; Compliance with BSE requirements

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

i. the Issuer shall comply with the relevant provisions of the SEBI LODR Regulations, applicable to listed entities which have listed their non- convertible securities, including (to the extent applicable), the provisions of Chapter II (Principles governing disclosures and obligations of listed entity), Chapter III (Common obligations of listed entities), Chapter IV (Obligations of a listed entity which has listed its specified securities and non-convertible debt securities), and Chapter V (Obligations of listed entity which has listed its non-convertible securities) of the SEBI LODR Regulations.

m. Execution of Transaction Documents

In the event of any delay in the execution of any Transaction Documents (including the DTD), the Issuer will, at the option of the Debenture Holders, either:

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

n. Internal Control

The Issuer shall maintain internal control for the purpose of:

i. preventing fraud on amounts lent by the Issuer; and

ii. preventing money being used for money laundering or illegal purposes; and

7.3.4 Negative Covenants

The Issuer shall not take any action in relation to the items set out hereunder without the prior written consent of the Debenture Trustee.

a. Change of business

i. change the general nature of its business from that which is subsisting as of the Effective Date; and/or

ii. any changes/amendments/modifications to the Constitutional Documents where such change/amendment/modification has a Material Adverse Effect;

b. Dividend

declare or pay any dividend to its shareholders during any Financial Year unless it has paid or made arrangements to pay (to the satisfaction of the Debenture Trustee) all the dues to the Debenture Holders/ Debenture Trustee upto the date on which the dividend is proposed to be declared or paid or has made satisfactory provisions thereof.

c. Merger, consolidation, etc.

enter into any merger, demerger, acquisition, de-merger, re-structuring, consolidation, re-organisation, scheme of arrangement, amalgamation, reconstitution or compromise with its creditors or shareholders or effect any scheme of amalgamation or restructuring where any of the above has a Material Adverse Effect.

d. Change of Control

permit the occurrence of any Change of Control, or any Change of Control Event;

e. Change in Capital Structure

i. permit or undertake any change in capital structure that would lead to a reduction in the paid-up capital or authorised capital of the Issuer; and

ii. purchase, redeem, buyback, retire, return or pay any of its issued shares or reduce its share capital or resolve to do any of the foregoing; and

f. Change in Financial Year

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

7.4 Events of Default

Kindly refer the Section 5.38 *(Summary of Terms)* of this General Information Disclosure.

7.5 Consequences and Remedies of an Events of Default

Kindly refer the Section 5.38 *(Summary of Terms)* of this General Information Disclosure

SECTION 8: OTHER INFORMATION AND APPLICATION PROCESS

8.1 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 other applicable laws. The Debentures held in dematerialized form shall be transferred subject to and in accordance with the rules/procedures as prescribed by NSDL and CDSL and the relevant DPs of the transferor or transferee and any other 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.

8.2 Debentures held in Dematerialised Form

The Debentures shall be held in dematerialised form and no action is required on the part of the Debenture Holder(s) for redemption purposes and the redemption proceeds will be paid by cheque/NEFT/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 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.

8.3 Debenture Trustee for the Debenture Holder(s)

The Issuer has appointed Catalyst Trusteeship Limited to act as the debenture trustee for the Debenture Holder(s). The Issuer and the Debenture Trustee have entered/intend to enter into the Debenture Trustee Agreement and the 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 coupon thereon and they will take necessary action, subject to and in accordance with the Debenture Trustee 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, fails to do so. The Debenture Trustee 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.

8.4 Sharing of Information

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

8.5 Debenture Holder not a Shareholder

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

8.6 Modification of Debentures

The Debenture Trustee and the Issuer will agree to make any modifications in the General Information Document (and Key Information Document or PPOA for any tranche of Debentures) which, in the opinion of the Debenture Trustee, is of a formal, minor or technical nature or is to correct a manifest error.

Any other change or modification to the terms of the Debentures shall require approval by the Majority Debenture Holders.

For the avoidance of doubt, the following matters require the consent of Majority Debenture Holders, either by providing their express consent in writing or by way of a resolution at a duly convened meeting of the Debenture Holders as set out below:

a) Amendment to the terms and conditions of the Debentures or the Transaction Documents.

8.7 Right to accept or reject Applications.

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

8.8 Notices

Any notice in respect of the Debentures may be served by the Issuer upon the Debenture Trustee/Debenture Holders in accordance with the terms of the Transaction Documents.

All notice(s) to be given by the Debenture Holder(s) to the Issuer/ Debenture Trustee shall be sent by registered post, recognized overnight courier service, hand delivery or email or by facsimile transmission to the Issuer or to such persons at such address/ facsimile number as may be notified by the Issuer from time to time through suitable communication. All correspondence regarding the Debentures should be marked “Private Placement of Debentures”.

Notice(s) shall be deemed to be effective (a) in the case of registered mail, 3 (three) Business Days after posting; (b) 1 (One) Business Day after delivery by recognized overnight courier service, if sent for next Business Day delivery(c) in the case of facsimile at the time when dispatched with a report

confirming proper transmission or (d) in the case of personal delivery, at the time of delivery or (e) or in case of e-mail at the time of the sending thereof (provided no delivery failure notification is received by the sender within 24 hours of sending such email).

8.9 Issue Procedure

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

The subscription to the Debentures shall be made by the Eligible Investors through the electronic book mechanism as prescribed by SEBI under the EBP Requirements by placing bids on the EBP Platform during the Issue period. The Issuer will make the bidding announcement on the EBP Platform at least 1 (one) Business Day before initiating the bidding process in accordance with the EBP Requirements. In case the Eligible Investors are not registered on the EBP Platform, they will have to register themselves as an "investor" on the EBP Platform (as a one-time exercise) and also complete the mandatory "know your customer" verification process. The Eligible Investors should also refer to the operational guidelines of the relevant EBP in this respect. The disclosures required pursuant to the EBP Requirements are set out herein below:

Details of size of the Issue	As set out in the relevant KID for each tranche of Debentures
Interest rate parameter	Fixed Coupon
Bid opening and closing date	Bid Opening Date: Bid Closing Date:
Minimum Bid Lot	1 (One) Debentures
Manner of bidding in the Issue	Closed Bidding
Manner of allotment in the Issue	The allotment will be done on Uniform Yield basis in accordance with EBP Guidelines.
Manner of settlement in the Issue	Pay-in of funds through ICCL. The pay-in of the Application Money 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) as registered with the Electronic Book Provider into the account of the ICCL, as specified in this regard below.

Settlement cycle	T+1 where T refers to the date of bidding i.e., bid opening date / issue opening date
Pay-in Date	[.]
Anchor Portion Details (if any)	N/A

8.10 Application Procedure

Eligible Investors whose bids have been accepted by the Issuer and to whom a signed copy of this General Information Document along with the **Private Placement Offer Letter** have been issued by the Issuer and who have submitted/shall submit the application form **("Successful Bidders")**, shall make the payments in respect of the Application Money in respect of the Debentures towards the allocation made to them, into the bank account of the ICCL, the details of which are as set out in the section named **"INSTRUCTIONS"** of the Application Form, on or before 10:30 hours on the pay-in date

Details of ICCL account:

ICICI BANK	
Beneficiary Name	INDIAN CLEARING CORPORATION LTD
Account No	ICCLEB
IFSC Code	ICIC0000106
Mode	NEFT/RTGS
Address with Pincode	215, Free Press House, Free Press Journal Marg, Nariman Point, Mumbai, Maharashtra 400021

YES BANK	
Beneficiary Name	INDIAN CLEARING CORPORATION LTD
Account No	ICCLEB
IFSC Code	YESB0CMSNOC
Mode	NEFT/RTGS
Address with Pincode	Nehru Centre, 9th Floor, Dr. A. B. Road , Worli, Mumbai 400018 , India.

HDFC BANK	
Beneficiary Name	INDIAN CLEARING CORPORATION LTD
Account No	ICCLEB
IFSC Code	HDFC0000060
Mode	NEFT/RTGS
Address with Pincode	HDFC Bank Ltd Ground Floor Jehangir Building M G Road Fort Mumbai Maharashtra 400001

The pay-in of the Application Money by the Successful Bidders will be made only from the bank account(s), which have been provided / updated by them in the EBP Platform. 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 R&T Agent, the R&T Agent shall provide corporate action file along with all requisite documents to the relevant 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 of which are as set out below:

Beneficiary Name	**Tara capital partners India Private Limited**
Bank Account No	123805007468
SWIFT Code, if applicable	NA
IFSC Code	ICIC0001238
Bank Name	ICICI Bank
Branch Address	Andheri W E Highway Branch

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.

The applicant should transfer payments required to be made in any relation by NEFT/RTGS, to the bank account of the Issuer as per the details mentioned in the Application Form.

ELIGIBLE INVESTORS SHOULD REFER TO THE OPERATIONAL GUIDELINES.

THE DETAILS OF THE ISSUE SHALL BE ENTERED ON THE EBP PLATFORM BY THE ISSUER IN ACCORDANCE WITH THE EBP REQUIREMENTS AND THE OPERATIONAL

GUIDELINES OF THE RELEVANT EBP. THE ISSUE WILL BE OPEN FOR BIDDING FOR THE DURATION OF THE BIDDING WINDOW THAT WOULD BE COMMUNICATED THROUGH THE ISSUER'S BIDDING ANNOUNCEMENT ON THE EBP PLATFORM.

8.11 Fictitious Applications

All fictitious applications shall be rejected.

8.12 Basis of Allotment

Notwithstanding anything stated elsewhere, the Issuer reserves the right to accept or reject any application, in part or in full, without assigning any reason. The allotment and settlement amount for the bidders shall be determined in accordance with the EBP Requirements and the operational guidelines issued by the relevant EBP. The bids for the purposes allotment and settlement shall be arranged on a "price time priority" basis in accordance with the EBP Requirements. If two or more bids made by Eligible Investors have the same coupon/ price/spread and time, then allotment shall be done on a "pro rata" basis. The investors will be required to remit the funds in the account of the ICCL as well as submit the duly completed Application Form along with other necessary documents to the Issuer by the Deemed Date of Allotment.

If so required by the Issuer, within 1 (one) Business Day of completion of the allotment, to enable the Issuer to comply with the requirements applicable to it under the EBP Requirements, successful Applicants shall provide the following details (in the form specified below) to the Issuer:

Details of Investors to whom allotment has been made			
Name	QIB	Category i.e. Scheduled Commercial Banks, MF, Insurance Company, Pension Fund, Provident Fund, FPI, PFI, Corporate, Others	Amount invested (in Rs. Crore)

8.13 Payment Instructions

The pay-in of subscription monies in respect of the Debentures by the Successful Bidder shall be made in accordance with the procedure set out in Section 8.9 of this General Information Document.

8.14 Eligible Investors

As prescribed in the EBP Requirements, "Qualified Institutional Buyers" or "QIBs" (as defined in the EBP Requirements) authorized by an issuer to participate on the EBP Platform are eligible participants (i.e., bidders) on an EBP Platform to participate in a particular issue on the EBP Platform.

In furtherance of the above, to the extent applicable, the following categories of investors, when specifically approached and have been identified upfront, are eligible to apply for this private placement of Debentures subject to fulfilling their respective investment norms/rules and compliance with laws

applicable to them by submitting all the relevant documents along with the Application Form ("**Eligible /Potential Investors** "):

(a) Companies, Body Corporate, Financial Institutions, NBFCs, Statutory Corporations including public sector undertakings;
(b) Commercial and regional rural banks;
(c) Provident funds/ Superannuation funds / pension fund or gratuity funds, private trusts, as may be permitted by respective rules and guidelines of such funds/ trusts;
(d) Registered Society and Association of Persons;
(e) Partnership firms &LLPs;
(f) Individuals and HUFs;
(g) High Net worth Individuals;
(h) Insurance Companies;
(i) Mutual Funds;
(j) Portfolio Manager registered with SEBI;
(k) Foreign Portfolio Investors (FPIs) registered with SEBI;
(l) Any other investor permitted to invest in debentures of Indian body corporate

All Potential Investors are required to comply with the relevant regulations/guidelines applicable to them for investing in this issue of Debentures. Potential Investors who are not resident in India shall also ensure compliance with conditions (including in relation to eligibility and mode of payment) as prescribed in the FPI Master Circular, Foreign Exchange Management (Debt Instruments) Regulations, 2019 and Foreign Exchange Management (Deposit) Regulations, 2016, along with any other RBI regulations or guidelines, as notified from time to time.

By participating/bidding in the EBP Platform, each Eligible Investor represents and confirms that it has completed all enrollment and "know-your-customer" verification and other requirements prescribed under the EBP Requirements in the manner prescribed in the EBP Requirements. Where an Eligible Investor (as defined below) is participating/bidding on the EBP Platform through an arranger or a custodian, such Eligible Investor must follow, and must ensure that the arranger or a custodian representing it, follows, the procedure and the bidding threshold requirements prescribed under the EBP Requirements.

Investors, who are registered on the EBP Platform and are eligible to make bids for the Debentures of the Issuer and to whom allocation is to be made by Issuer pursuant to selection under the electronic book mechanism for issuance of securities on private placement basis in terms of the EBP Requirements and the Electronic Book Providers shall be considered as "identified persons" for the purposes of Section 42(2) of the Companies Act, 2013, 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 Requirements) specifically mapped by the Issuer on the EBP Platform are also eligible to bid/apply/invest for this Issue.

Hosting of this General Information Document (and any relevant Key Information Document or **PPOA** for the relevant issuance of Debentures) on the website of the BSE/EBP should not be construed as an offer or an invitation to offer to subscribe to the Debentures and the Placement Memorandum has been

hosted only as this is stipulated under the SEBI Debt Listing Regulations read with the EBP Requirements. Eligible Investors should check their eligibility before making any investment.

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.

8.15 Post-Allocation Disclosures by the EBP

Upon final allocation by the Issuer, the Issuer shall disclose the relevant details (such as Issue Size, coupon rate, ISIN, number of successful bidders, category of the successful bidder(s), etc.), in accordance with the EBP Requirements and the operational guidelines of the relevant EBP. The EBP shall upload such data, as provided by the Issuer, on its website to make it available to the public.

8.16 Procedure for Applying for Dematerialised Facility

(a) The applicant must have at least one beneficiary account with any of the DP's of NSDL and CDSL prior to making the application.

(b) Eligible Investors shall, prior to entering into the bidding process enrol with EBP. Such enrolment of a participant on an EBP will be onetime exercise and shall be valid till the time such enrolment is annulled or rescinded. Further, the Eligible Investors shall undertake the KYC Verification as required under the Master Circular.

(c) The applicant must necessarily fill in the details (including the beneficiary account number and DP - ID) appearing in the Application Form under the heading "Details for Issue of Debentures in Electronic/Dematerialised Form".

(d) Debentures allotted to an applicant will be credited to the applicant's respective beneficiary account(s) with the DP.

(e) For subscribing to the Debentures, names in the Application Form should be identical to those appearing in the details in the Depository. In case of joint holders, the names should necessarily be in the same sequence as they appear in the account details maintained with the DP.

(f) Non-transferable allotment advice/refund orders will be directly sent to the applicant by the Registrar and Transfer Agent to the Issue.

(g) If incomplete/incorrect details are given under the heading "Details for Issue of Debentures in Electronic/Dematerialised Form" in the Application Form, it will be deemed to be an incomplete application and the same may be held liable for rejection at the sole discretion of the Issuer.

(h) For allotment of Debentures, the address, nomination details and other details of the applicant as registered with his/her DP shall be used for all correspondence with the applicant. The applicant is therefore responsible for the correctness of his/her demographic details given in the Application Form vis-a-vis those with his/her DP. In case the information is incorrect or insufficient, the Issuer would not be liable for the losses, if any.

(i) The redemption amount or other benefits would be paid to those Debenture Holders whose names appear on the list of beneficial owners maintained by the R&T Agent as on the Record Date. In case of those Debentures for which the beneficial owner is not identified in the records of the R&T Agent as on the Record Date, the Issuer would keep in abeyance the payment of the redemption amount or other benefits, until such time that the beneficial owner is identified by the R&T Agent and conveyed to the Issuer, whereupon the redemption amount and benefits will be paid to the beneficiaries, as identified.

8.17 Depository Arrangements

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

8.18 Market Lot

The market lot for trading of Debentures will be one Debenture **("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

8.19 List of Beneficiaries

The Issuer shall request the R&T Agent to provide a list of beneficiaries as at the end of each Record Date. This shall be the list, which will be used for payment or repayment of redemption monies.

8.20 Application under Power of Attorney

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

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

8.21 Procedure for application by Mutual Funds and Multiple Applications

In case of applications by mutual funds and venture capital funds, a separate application must be made in respect of each scheme of an Indian mutual fund/venture capital fund registered with the SEBI and such applications will not be treated as multiple application, provided that the application made by the asset management company/trustee/custodian clearly indicated their intention as to the scheme for which the application has been made.

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

(a) SEBI registration certificate
(b) Resolution authorizing investment and containing operating instructions

(c) Specimen signature of authorized signatories

8.22 Documents to be provided by Investors

Eligible Investors need to submit the following documents, as applicable:

(a) Memorandum and Articles of Association or other constitutional documents;
(b) Resolution authorising investment (FPIs);
(c) Certified true copy of the Power of Attorney to custodian;
(d) Specimen signatures of the authorised signatories;
(e) SEBI registration certificate (for Mutual Funds & FPIs);
(f) Copy of PAN card;
(g) Application Form (including EFT/RTGS details);

8.23 Applications to be accompanied with Bank Account Details

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

8.24 Succession

In the event of winding up of a Debenture Holder (being a company), the Issuer will recognise the legal representative as having title to the Debenture(s). The Issuer shall not be bound to recognize such legal representative as having title to the Debenture(s), unless they obtain legal representation, from a court in India having jurisdiction over the matter.

The Issuer may, in its absolute discretion, where it thinks fit, dispense with production of such legal representation, in order to recognise any person as being entitled to the Debenture(s) standing in the name of the concerned Debenture Holder on the production of sufficient documentary proof and an indemnity.

8.25 Mode of Payment

All payments must be made through cheque(s) demand draft(s), EFT/RTGS as set out in the Application Form.

8.26 Effect of Holidays

(a) If any Due Date on which any interest or additional interest is payable falls on a day which is not a Business Day, the payment to be made on such Due Date shall be made on the succeeding Business Day.

(b) If any Due Date on which any Outstanding Principal Amounts are payable falls on a day which is not a Business Day, the payment to be made on such Due Date shall be made on the preceding Business Day.

(c) If the Final Redemption Date falls on a day which is not a Business Day, the payment of any amounts in respect of any interest and the Outstanding Principal Amounts to be made shall be made on the preceding Business Day.

In case of any change or modification to the same, the same shall be set out in the relevant Key Information Document for any tranche of Debentures.

8.27 Tax Deduction at Source

Tax as applicable under the Income Tax Act, 1961, or any other statutory modification or reenactment thereof will be deducted at source. For seeking TDS exemption/lower rate of TDS, relevant certificate/document must be lodged by the Debenture Holder(s) at the office of the R&T Agent of the Issuer at least 15 (Fifteen) calendar days before the relevant 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.

If any payments under this Issue is subject to any tax deduction other than such amounts as are required as per current regulations existing as on the date of the Debenture Trust Deed, including if the Issuer shall be required legally to make any payment for Tax from the sums payable under the Debenture Trust Deed, **("Tax Deduction")**, the Issuer shall make such Tax Deduction, as may be necessary and shall simultaneously pay to the Debenture Holders such additional amounts as may be necessary in order that the net amounts received by the Debenture Holders after the Tax Deduction shall equal the respective amounts which would have been receivable by the Debenture Holders in the absence of such Tax Deduction.

8.28 Letters of Allotment

The letter of allotment, indicating allotment of the Debentures, will be credited in dematerialised form within 1 (One) working day from the Issue Closing Date. The aforesaid letter of allotment shall be replaced with the actual credit of Debentures, in dematerialised form, within a maximum of **1 (One) working day or 2 (two) working days** from the Issue Closing Date or such period as is permissible under Applicable Law.

8.29 Deemed Date of Allotment

As set out in the Key Information Document for each tranche of Debentures.

8.30 Record Date

As set out in the Key Information Document for each tranche of Debentures.

8.31 Refunds

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

In case the Issuer has received money from applicants for Debentures in excess of the aggregate of the application money relating to the Debentures in respect of which allotments have been made, the R&T Agent shall upon receiving instructions in relation to the same from the Issuer repay the moneys to the extent of such excess, if any.

8.32 Interest on Application Money

As set out in the Key Information Document for each tranche of Debentures.

8.33 PAN Number

Every applicant should mention its Permanent Account Number ("PAN") allotted under Income Tax Act, 1961, on the Application Form and attach a self-attested copy as evidence. Application forms without PAN will be considered incomplete and are liable to be rejected.

8.34 Payment on Redemption

Payment on redemption will be made by way of cheque(s)/redemption warrant(s)/demand draft(s)/credit through RTGS system/funds transfer in the name of the Debenture Holder(s) whose names appear on the list of beneficial owners given by the Depository to the Issuer as on the Record Date.

The Debentures shall be taken as discharged on payment of the redemption amount by the Issuer on maturity to the registered Debenture Holder(s) whose name appears in the Register of Debenture Holder(s) on the Record Date. On such payment being made, the Issuer will inform NSDL and CDSL and accordingly the account of the Debenture Holder(s) with NSDL and CDSL will be adjusted.

On the Issuer dispatching the amount as specified above in respect of the Debentures, the liability of the Issuer shall stand extinguished.

Disclaimer: Please note that only those persons to whom this General Information Document has been specifically addressed are eligible to apply. However, an application, even if complete in all respects, is liable to be rejected without assigning any reason for the same. The list of documents provided above is only indicative, and an investor is required to provide all those documents / authorizations / information, which are likely to be required by the Issuer. 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. Provisions in respect of investment by investors falling in the categories mentioned above are merely indicative and the Issuer does not warrant that they are permitted to invest as per extant laws, regulations, etc. Each of the above categories of investors is required to check and comply with extant rules/regulations/ guidelines, etc. governing or regulating their investments as applicable to them 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.

SECTION 9: UNDERTAKING

9.1 UNDERTAKINGS IN RELATION TO THE ISSUER BEING ELIGIBLE UNDER THE SEBI ILNCS REGULATIONS

The Issuer hereby undertakes and confirms that the following (as set out in Regulation 5 of the SEBI NCS Regulations) are not applicable to the Issuer as on the date of this General Information Document:

(a) the Issuer, any of its promoters, promoter group or directors are not debarred from accessing the securities market or dealing in securities by the Board;
(b) any of the promoters or directors of the Issuer is a promoter or director of another company which is debarred from accessing the securities market or dealing in securities by the Board;
(c) the Issuer or any of its promoters or directors is a wilful defaulter;
(d) any of the promoters or whole-time directors of the issuer is a promoter or whole-time director of another company which is a wilful defaulter;
(e) any of its promoters or directors is a fugitive economic offender; or
(f) any fine or penalties levied by the Board /Stock Exchanges is pending to be paid by the Issuer at the time of filing this General Information Document.

9.2 UNDERTAKING ON CREATION OF SECURITY PURSUANT TO REGULATION 48(2) OF THE SEBI ILNCS REGULATIONS

Not applicable as the Debentures are proposed to be unsecured.

9.3 UNDERTAKING PURSUANT TO PARAGRAPH 3.3.35 of SCHEDULE I OF THE SEBI ILNCS REGULATIONS

The Issuer undertakes and states as follows:

(a) Investors are advised to read the risk factors carefully before taking an investment decision in this issue. For taking an investment decision, investors must rely on their own examination of the issuer and the offer including the risks involved. The securities have not been recommended or approved by the any regulatory authority in India, including the Securities and Exchange Board of India (SEBI) nor does SEBI guarantee the accuracy or adequacy of this document. Specific attention of investors is invited to the statement of '**Risk factors'** given on page number 23 of this Document under the section '**General Risks'**.

(b) The Issuer, having made all reasonable inquiries, accepts responsibility for, and confirms that this issue document contains all information with regard to the issuer and the issue, that the information contained in the issue document 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.

The issuer has no side letter with any debt securities holder except the one(s) disclosed in the issue document. Any covenants later added shall be disclosed on the stock exchange website where the debt is listed.

9.4 DECLARATION/STATEMENT PURSUANT TO PARAGRAPH 3.3.36(c) of SCHEDULE I OF THE SEBI ILNCS REGULATIONS

The Issuer declares that nothing in the issue document/General Information Document is contrary to the provisions of Companies Act, 2013 (18 of 2013), the Securities Contracts (Regulation) Act, 1956 (42 of 1956) and the Securities and Exchange Board of India Act, 1992 (15 of 1992) and the rules and regulations made thereunder.

9.5 DISCLOSURES PURSUANT TO CHAPTER II (DUE DILIGENCE BY DEBENTURE TRUSTEES) OF THE SEBI DEBENTURE TRUSTEES MASTER CIRCULAR

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

Not applicable as the Debentures are proposed to be unsecured.

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

Not applicable as the Debentures are proposed to be unsecured.

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

Not applicable as the Debentures are proposed to be unsecured.

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

Not applicable as the Debentures are proposed to be unsecured.

(e) **In case securities (equity shares etc.) are being offered as security then a holding statement from the depository participant along-with an undertaking that these securities shall be pledged in favour of debenture trustee(s) in the depository system:**

Not applicable as the Debentures are proposed to be unsecured.

(f) **Details of any other form of security being offered viz. Debt Service Reserve Account etc.:**

Not applicable as the Debentures are proposed to be unsecured.

(g) **Any other information, documents or records required by debenture trustee with regard to creation of security and perfection of security:**

Not applicable as the Debentures are proposed to be unsecured.

Declaration: *The Issuer declares that any Debentures issued pursuant to this General Information Document (and Key Information Document for each tranche of Debentures) shall be considered as secured only if the charged asset is registered with Sub-registrar of Assurances / Registrar of Companies/ CERSAI/ Depository, as applicable or is independently verifiable by the Debenture Trustee.*

(h) **Terms and conditions of debenture trustee agreement including fees charged by debenture trustees(s):**

Please refer to the consent letter dated 21st December 2023 issued by the Debenture Trustee for the terms and conditions of the appointment of the Debenture Trustee and fees of the Debenture Trustee.

(i) **Details of security to be created:** Not applicable as the Debentures are proposed to be unsecured.

(j) **Process of due diligence carried out by the debenture trustee:**

The Debenture Trustee shall carry out the Due Diligence as set out in the SEBI ILNCS Regulations.

(k) **Due diligence certificate as per the format specified in Annexure IIA:**

Attached to this GID as Annexure IIA

(l) **Due diligence certificate as per the format specified in Schedule IV of the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021:**

Attached to this GID as Annexure VII

9.6 OTHER UNDERTAKINGS

The Issuer hereby confirms that:

(a) the Issuer is eligible and in compliance with SEBI ILNCS Regulations, as amended from time to time, to make the private placement of Debentures.

(b) (to the extent applicable) the Issuer or its promoters or whole-time directors are not in violation of the provisions of Regulation 24 of the SEBI Delisting Regulations, 2009;

(c) neither the Issuer nor any of its promoters or directors is a wilful defaulter as defined under Regulation 2 (1) (ss) of the SEBI ILNCS Regulations;

(d) the Issuer, its promoters, its directors are not in violation of the restrictions imposed by SEBI under SEBI circular no. SEBI/HO/ MRD/DSA/CIR/P/2017/92 dated August 01, 2017.

(e) All the relevant provisions in the regulations/guideline issued by SEBI and other applicable laws have been complied with and no statement made in this Document is contrary to the provisions of the regulations/guidelines issued by SEBI and other applicable laws, as the case may be. The information contained in this Document is as applicable to privately placed debt securities and subject to the information available with the Issuer. The extent of disclosures made in the Document is consistent with disclosures permitted by regulatory authorities to the issue of securities.

(f) The Permanent Account Number, Aadhaar Number, Driving License Number, Bank Account Number(s) and Passport Number of the promoters of the Issuer and Permanent Account Number of the directors of the Issuer have been submitted to the stock exchange(s) in which the non-convertible securities are proposed to be listed, at the time of filing of the draft of this Document.

(g) The credit rating obtained by it in relation to the Debentures from Acuité Ratings & Research Limited being "ACUITE BB-/Stable(rating)" pronounced as "ACUITE double B minus" with "Stable outlook".

SECTION 10: DECLARATION BY THE DIRECTORS

Each of the directors of the Issuer hereby confirm and declare that:

(a) the issuer is in compliance with the provisions of Securities Contracts (Regulation) Act 1956 (42 of 1956), the Securities and Exchange Board of India Act 1992 (15 of 1992), Companies Act 2013 (18 of 2013) and the rules and regulations made thereunder;

(b) the compliance with the Acts and the rules and regulations does not imply that payment of dividend or interest or repayment of non-convertible securities, is guaranteed by the Central Government;

(c) the monies received under the offer shall be used only for the purposes and objects indicated in this GID;

(d) 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 form 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;

General Risk
Investment in non-convertible securities is risky, and investors should not invest any funds in such securities unless they can afford to take the risk attached to such investments. Investors are advised to take an informed decision and to read the risk factors carefully before investing in this offering. For taking an investment decision, investors must rely on their examination of the issue including the risks involved in it. Specific attention of investors is invited to statement of risk factors contained under Section 3 of this issue document. These risks are not, and are not intended to be, a complete list of all risks and considerations relevant to the non-convertible securities or investor's decision to purchase such securities.

I am authorized by the Board of Directors of the Issuer vide resolution number 3 dated 20th December 2023 to sign this General Information Document and declare that all the requirements of Companies Act, 2013 and the rules made thereunder in respect of the subject matter of this General Information Document and matters incidental thereto have been complied with.

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

For TARA CAPITAL PARTNERS INDIA PRIVATE LIMITED

Jagdeep Kannarath
Director

Date: March 18, 2024

ANNEXURE I: TERM SHEET

Term Sheet

Security Name (Name of the non-convertible securities which includes (Coupon/dividend, Issuer Name and maturity year) e.g. 8.70% XXX 2015.	9.00% TARACAP 2030
Issuer	Tara Capital Partners India Private Limited
Type of Instrument	Senior, unsecured, rated, listed, taxable, redeemable, transferable, non-convertible debentures
Issue Series	As set out in the relevant KID for each tranche of Debentures
Nature of Instrument (Secured or Unsecured)	Unsecured
Seniority (Senior or Subordinated)	Senior
Eligible Investors	As per Section 8 of this Document.
Listing (name of stock Exchange(s) where it will be listed and timeline for listing)	BSE Within the timelines prescribed under the SEBI Listing Timelines Requirements
Rating of the Instrument	ACUITE BB-/Stable by Acuité Ratings & Research Limited
Total Issue Size	Rs. 95,00,00,000 issued in multiple Tranches
Minimum subscription	Shall not be less than INR 1,00,000 (Indian Rupees One Lakh) and in multiples of 1 (one) Debenture(s) thereafter.
Option to retain oversubscription (Amount)	Not Applicable
Objects of the Issue / Purpose for which there is requirement of funds	Repayment of existing unsecured loans, expansion of proprietary trading business of the Issuer and for other operating expenses of the Issuer ("**Purpose**").
Details of the utilization of the Proceeds	As set out in the relevant KID for each tranche of Debentures
Coupon / Dividend Rate	As set out in the relevant KID for each tranche of Debentures
Step Up/Step Down Coupon Rate	Not Applicable
Coupon/Dividend Payment Frequency	As set out in the relevant KID for each tranche of Debentures
Coupon / Dividend payment dates	As set out in the relevant KID for each tranche of Debentures
(Cumulative / non-cumulative, in case of dividend	Not Applicable
Coupon Type (Fixed, floating or other structure)	As set out in the relevant KID for each tranche of Debentures
Coupon Reset Process (including rates, spread, effective date, interest rate cap and floor etc).	As set out in the relevant KID for each tranche of Debentures

Day Count Basis (Actual/Actual)	Actual/Actual
Interest on Application Money	Not applicable
Default Interest Rate	As set out in the relevant KID for each tranche of Debentures
Tenor	As set out in the relevant KID for each tranche of Debentures
Redemption Date	As set out in the relevant KID for each tranche of Debentures
Redemption Amount	As set out in the relevant KID for each tranche of Debentures
Redemption Premium /Discount	Not Applicable
Issue Price	As set out in the relevant KID for each tranche of Debentures
Discount at which security is issued and the effective yield as a result of such discount.	Not Applicable
Put Date	As set out in the relevant KID for each tranche of Debentures
Put Price	As set out in the relevant KID for each tranche of Debentures
Call Date	As set out in the relevant KID for each tranche of Debentures
Call Price	As set out in the relevant KID for each tranche of Debentures
Put Notification Time (Timelines by which the investor need to intimate Issuer before exercising the put)	As set out in the relevant KID for each tranche of Debentures
Call Notification Time (Timelines by which the Issuer need to intimate investor before exercising the call)	As set out in the relevant KID for each tranche of Debentures
Face Value	**INR 1,00,000/-** per Debenture
Minimum Application and in multiples of thereafter	Shall not be less than **INR 1,00,000/-** (Indian Rupees One Lakh and in multiples of 1 (one) Debenture(s) thereafter.
Issue Timing	
1. Issue Opening Date	As set out in the relevant KID for each tranche of Debentures
2. Issue Closing Date	As set out in the relevant KID for each tranche of Debentures
3. Date of earliest closing of the issue, if any.	Not Applicable
4. Pay-in Date	As set out in the relevant KID for each tranche of Debentures
5. Deemed Date of Allotment	As set out in the relevant KID for each tranche of Debentures

Settlement mode of the Instrument	As set out in the relevant KID for each tranche of Debentures
Depository	NSDL
Disclosure of Interest/Dividend / redemption dates	As set out in the relevant KID for each tranche of Debentures
Record Date	As set out in the relevant KID for each tranche of Debentures
All covenants of the issue (including side letters, accelerated payment clause, etc.)	As set out more particularly in the Debenture Trust Deed and the relevant Transaction Documents.
Transaction Documents	As set out in **Section 7** of this Document.
Conditions Precedent to Disbursement	As more particularly set out in the Debenture Trust Deed and KID for each tranche of Debentures.
Conditions Subsequent to Disbursement	As more particularly set out in the Debenture Trust Deed and KID for each tranche of Debentures.
Event of Default	As more particularly set out in the Debenture Trust Deed and KID for each tranche of Debentures
Creation of recovery expense fund	The Issuer hereby undertakes and confirms that it shall, within the time period prescribed under **Chapter IV (*Recovery Expenses Fund*)** of the SEBI Debenture Trustees' Master Circular, establish and maintain the Recovery Expense Fund in such manner/mode as is prescribed under **Chapter IV (*Recovery Expenses Fund*)** of the SEBI Debenture Trustees Master Circular.
Conditions for Breach of covenants (as specified in the Debenture Trust Deed)	Please refer to section '*Default Interest Rate'* above and in KID for each tranche of Debentures.
Provisions related to Cross Default	As set out in the Debenture Trust Deed
Roles and Responsibilities of the Debenture Trustee	As more particularly set out in the Debenture Trustee Agreement and Debenture Trust Deed
Risk Factors	As set out in Section 3 of this Document and more particularly in the relevant KID.
Bid Book type	As set out in the relevant KID for each tranche of Debentures
Type of Allocation	Uniform Yield
Type of Bidding	Closed Bidding in EBP
Settlement Cycle	As set out in the relevant KID for each tranche of Debentures
Right to repurchase Debentures	As set out in the Debenture Trust Deed
Multiple Tranches	The Issuer reserves the right to make multiple tranches under the same International Securities Identification Number ("**ISIN**") with reference to ***Chapter VIII (Specifications related to ISIN for debt securities)*** of the Master Circular. Such issue can be made either by way of creation of a fresh ISIN or by way of issuance under an

	existing ISIN at premium/par/discount as the case may be in line with ***Chapter VIII (Specifications related to ISIN for debt securities)*** of the Master Circular.
Additional Disclosure (Default in Payment	As set out in the Debenture Trust Deed

ANNEXURE II: RATING LETTER, RATING RATIONALE AND DETAILED PRESS RELEASE FORM FROM THE RATING AGENCY

(Annexed Separately)

ANNEXURE II A

DUE DILLIGENCE REPORT OF THE DEBENTURE TRUSTEE

(annexed separately)

ANNEXURE III

CONSENT LETTER FROM THE DEBENTURE TRUSTEE

(annexed separately)

ANNEXURE IV

APPLICATION FORM

TARA CAPITAL PARTNERS INDIA PRIVATE LIMITED
A private limited company incorporated under the Companies Act, 2013
Date of Incorporation: May 17, 2018
Registered Office: Unit No.1105, 11th Floor,
The Summit Business Park Premises Co-operative Society, A.K. Road, Andheri,
Mumbai City, Mumbai - 400093
Telephone No.: +91 22-49769456
Website: www.taracapitalpartners.com

DEBENTURE APPLICATION FORM SERIAL NO.										

ISSUE OF 9500 (NINE THOUSAND FIVE HUNDRED ONLY) SENIOR, UNSECURED, RATED, LISTED, TAXABLE, REDEEMABLE,TRANSFERABLE, NON-CONVERTIBLE DEBENTURES DENOMINATED IN INDIAN RUPEES ("INR"), HAVING A FACE VALUE OF INR 1,00,000 (INDIAN RUPEES ONE LAKH) EACH AND AN AGGREGATE FACE VALUE OF INR 95,00,00,000 (INDIAN RUPEES NINETY-FIVE CRORE) ("DEBENTURES") ON A PRIVATE PLACEMENT BASIS (THE "ISSUE").

DEBENTURE APPLIED FOR:

Number of Debentures: _____In words: _____only
Amount INR _____/- In words
Rupees:_____only

WHETHER GREEN SHOE OPTION IS BEING EXERCISED (please select as applicable)

[__] YES [__] NO

IF YES, AMOUNT FOR WHICH GREEN SHOE OPTION IS BEING EXERCISED:

Number of Debentures: _____In words _____
Amount Rs. _____/-in words (Rupees _____ Only)

Amount INR_____/-In words Indian Rupees :_____Only

DETAILS OF PAYMENT:

Cheque / Demand Draft / RTGS
No. _____ Drawn on_____

Funds transferred to the account specified in "Instructions" below on _____

Total Amount Enclosed
(In Figures) INR _____/- (In words) _____Only

APPLICANT'S NAME IN FULL (CAPITALS)	**SPECIMEN SIGNATURE**

APPLICANT'S ADDRESS

ADDRESS					
STREET					
CITY					
PIN		**PHONE**		**FAX**	

APPLICANT'S PAN/GIR NO. _____ IT CIRCLE/WARD/DISTRICT ____

WE ARE ( ) COMPANY ( ) OTHERS (Please specify) _____
We have read and understood the terms and conditions of the issue of Debentures including the risk factors described in the general information document dated March 12, 2024, the enclosed key information document and the private placement offer cum application letter each dated [__], each issued by the Issuer (collectively, the "**Debt Disclosure Documents**") and have considered these in making our decision to apply. We bind ourselves to the terms and conditions of the Debt Disclosure Documents and wish to apply for allotment of the Debentures. We request you to please place our name(s) on the register of holders.

Name of the Authorised Signatory(ies)	Designation	Signature

_____
Applicant's Signature

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

DEPOSITORY	**NSDL ( ) CDSL ( )**
DEPOSITORY PARTICIPANT NAME	
DP-ID	
BENEFICIARY ACCOUNT NUMBER	
NAME OF THE APPLICANT(S)	
Applicant Bank Account: (Settlement by way of Cheque / Demand Draft / Pay Order / Direct Credit / ECS / FT/RTGS/other permitted mechanisms)	

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

(Note: Cheque and Drafts are subject to realization)

We understand and confirm that the information provided in the Debt Disclosure Documents is provided by the Issuer. We confirm that we have for the purpose of investing in these Debentures carried out our own due diligence and made our own decisions with respect to investment in these Debentures and have not relied on any representations made by anyone other than the Issuer, if any.

We understand that: (i) in case of allotment of Debentures to us, our Beneficiary Account as mentioned above would get credited to the extent of allotted Debentures, (ii) we must ensure that the sequence of names as mentioned in the Application Form matches the sequence of name held with our Depository Participant, (iii) if the names of the Applicant in this application are not identical and also not in the same order as the Beneficiary Account details with the above mentioned Depository Participant or if the Debentures cannot be credited to our Beneficiary Account for any reason whatsoever, the Issuer shall be entitled at its sole discretion to reject the application or issue the Debentures in physical form.

_____
Applicant's Signature

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

(Note : Cheque and Drafts are subject to realisation)

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

ACKNOWLEDGMENT SLIP

(To be filled in by Applicant) **SERIAL NO.**									

Received from _____

Address_____

_____

Cheque/Draft/UTR # _____ Drawn on _____ for INR _____ on account of application of _____ Debenture

ANNEXURE V

AUDITED FINANCIAL STATEMENT

(annexed separately)

ANNEXURE VI: ILLUSTRATION OF BOND CASH FLOWS

(as annexed in the relevant Key Information Document for each Tranche)

ANNEXURE VII
TERMS AND CONDITIONS OF DEBENTURE TRUSTEE AGREEMENT

(copy of Debenture Trustee Agreement *annexed separately)*

ANNEXURE VIII

IN-PRINCIPAL APPROVAL RECEIVED FROM BSE

(annexed separately)

ANNEXURE IX

RELATED PARTY TRANSACTIONS

(as annexed in Annexure V)

ANNEXURE X

BOARD RESOLUTION

(annexed separately)

ANNEXURE XI

SHAREHOLDER RESOLUTION

(annexed separately)

JAGDEEP KANNARATH

Digitally signed by JAGDEEP KANNARATH
Date: 2024.03.28 13:52:11 +05'30'