CERTIFIED TRUE COPY – KEY 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, 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 Rd, 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 Rd, 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
(c)	**Details of the Debenture Trustee:**	**Name: Catalyst Trusteeship**

JAGDEEP KANNARATH

Digitally signed by JAGDEEP KANNARATH
Date: 2024.03.28 13:52:51 +05'30'

		Limited Registered Office: GDA House, First Floor, Plot No. 85, Serial No. 94 and 95, Bhusari Colony (Right) Khotrud, Pune -411038, Maharashtra, India. Mumbai Office: 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:
	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 (18 of 2013)**	Not applicable as the Debentures under the General Information Document relevant to this Key Information Document are being issued on private placement basis under Section 42 of Companies Act, 2013.
(f)	**The Nature, Number, Price and Amount of Securities Offered and Issue Size (base issue or green shoe), as may be Applicable**	**2500** unsecured, redeemable, non-convertible debentures of a face value of **₹1,00,000/-** (Indian Rupees One Lakh Only) each aggregating up to ₹ 25,00,00,000 (Indian Rupees Twenty Five Crore Only).
(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 the 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	March 26,2024
	Date of closing of the issue	March 26,2024
	Date of earliest closing of the issue, if any	Not Applicable

(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 the 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**
(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 (WDM) Segment of the BSE Limited.
(l)	**The details about eligible Investors**	Please refer to Section 8.14 of the General Information Document of the Issuer.
(m)	**Coupon/Interest rate, Coupon/Interest payment frequency, redemption date, redemption amount and details of debenture trustee**	Please refer to Section 6.38 of this Key Information Document of the Company (*Summary of Terms*) for the coupon rate, the coupon payment frequency, the redemption date and redemption amount in respect of the Debentures. The details of Debenture Trustee are provided under S. No. c above.
(n)	**Details about underwriting of the issue including the amount undertaken to be underwritten by the 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 to Section 8.9 (*Issue Procedure*) of the General Information Document.
	Annexure to the Key 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 Resolutions** **Annexure XI: Shareholder Resolution.**

BACKGROUND

This Key Information Document (as defined below) is related to the Debentures to be issued by Tara Capital Partners India Private Limited (the "***Issuer***" or "***Company***") on a private placement basis and contains information and disclosures, supplemental to those set out in the General Information Document (as defined below), as are required for the purpose of issuing of the Debentures. The issue of the Debentures described under this Key Information Document has been authorised by the shareholders of Issuer through the special resolution dated 12th January 2024 under Sections 180(1)(c) and 180(1)(a) of the Companies Act, 2013, the resolutions dated December 20, 2023 and March 13, 2024 of the board of directors of the Issuer read with the memorandum of association and articles of association of the Issuer.

Pursuant to the special resolution dated 12th January 2024 of the shareholders of the Issuer pursuant to Section 180(1)(c) of the Companies Act, 2013, the Issuer has been authorised to raise funds upon such terms and conditions as the Board may think fit for aggregate amounts not exceeding INR 95 Crores (Indian Rupees ***Ninety-Five*** Crores only). The present issue of Debentures in terms of this Key Information Document is within the overall powers of the Board as per the above shareholder resolution(s).

Issuer's Absolute Responsibility
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 which is material in the context of the issue, that the information contained in the issue document is true and correct in all material aspects and is not misleading, that the opinions and intentions expressed herein are honestly stated 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.

DISCLAIMERS

- This Key Information Document contains no unsubstantiated forward-looking statements. To the extent there are any unsubstantiated forward-looking statements under this Key Information Document, such statements shall be considered to be null and void.

- 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 Key Information Document and has not withdrawn such consent before the delivery of a copy of this Key Information Document to the Registrar of Companies for registration.

- Various disclosures set out in this Key Information Document are contemporaneous to the disclosures set out in the General Information Document. There are no further additions/modifications to the disclosures set out in the General Information Document, and in the case of any conflict/difference between the provisions of the General Information Document and this Key Information Document, the provisions of this Key Information Document shall be applicable to this issuance of Debentures.

- The Issue under this Key Information Document does not form part of non-equity regulatory capital for the purposes of Chapter V of Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 and Chapter XIII (Issuance, Listing and Trading Non-Equity Regulatory Capital) of 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".

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SECTION 1: DEFINITION AND ABBREVIATION

This Key Information Document read with General Information Document 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 Key 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 the 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, the allotment of the Debentures pursuant to the Issue under the 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	means a person who has submitted a completed Application Form to the Issuer, and "Applicants" shall be construed accordingly.
Application Form	means the application form to apply for subscription to the Debentures, which is in the form annexed to this Key Information Document and marked as Annexure IV.
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 Company, 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 Company, 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 the Board Resolution dated December 20, 2023.
Beneficial Owners	shall mean, the holders of the Debentures in dematerialized 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, bearing corporate identification number L67120MH2005PLC155188 and having its registered office at 25th Floor, P J Towers, Dalal Street, Mumbai -400001, 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 **Annexure I** of this Key Information Document
CDSL	shall mean, the Central Depository Services (India) Limited a company within the meaning of Companies Act, 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 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 Partners India Private Limited, a company within the meaning of Companies Act, bearing corporate identification number U74999MH2018PTC309518 and having its registered office at Unit No.1105, 11th Floor, The Summit Business Park Premises Co-op Society, A K Rd, 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
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 relevant 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, 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, in the State of Maharashtra, India and its Mumbai Office at # 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 on 22nd February 2024 and between the Debenture Trustee and the Issuer for the purposes of appointment of the Debenture Trustee to act as debenture trustee in connection with the Issue.
Debentures/NCDs / Debentures Private Placement-1	2500 unsecured, redeemable, non-convertible debentures of a face value of ₹1,00,000/- (Indian Rupees One Lakh Only) each aggregating upto ₹25,00,00,000 (Indian Rupees Twenty-Five Crore Only).
Debt Disclosure Documents	Shall mean, the General Information Document, together with this Key Information Document for the Issue.

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.
Deemed Date of Allotment	shall mean March 27, 2024
Demat	shall mean 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, 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)- 400013, Mumbai, Maharashtra, India.
Depository Participant / DP	shall mean, a 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	shall have the meaning given to it in Section 8.14 (*Eligible Investors*) of the General Information Document.

Events of Default	means the events of default set out in Section 8.2.6 (*Events of Default*) of this Key Information Document.
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.
Final Redemption Date	The date falling on **March 27, 2030**, on which date all outstanding Debentures shall be mandatorily redeemed in full in accordance with the terms of the Debenture Trust Deed.
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.
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
General Information Document	shall mean the general information document which sets out the terms and conditions for the Issue of Debentures on a 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,
I-GAAP	Indian Generally Accepted Accounting Principles
IND-AS	means the Indian Accounting Standards
Interest	shall mean, the Interest payable on the Debentures at the Interest Rate/Coupon.
Interest Payment Dates	Shall mean, the last day of each Interest Period for which Interest is payable by the Company, 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.
Interest Rate / Coupon Rate	shall mean as mentioned in 8.1 (Summary of Terms) of this Key Information Document.

Issue	shall mean, the issue of Debentures for the purpose of this Key Information Document.
Issue Closing Date	shall mean March 26,2024
Issue Opening Date	shall mean March 26, 2024
IT Act/ Income Tax Act, 1961	shall mean, the Indian Income Tax Act, 1961, as amended
Key Information Document	shall mean each key information document to be issued by the Issuer for each Tranche of Debentures 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 the Outstanding Principal Amounts of Tranche -1.
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: (a) the financial condition, business or operations of the Issuer; (b) the ability of the Issuer to perform its obligations under the Transaction Documents; or (c) 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, at any date, the Outstanding Principal Amounts together with any interest, additional interest, default interest, costs, fees, charges, and other amounts payable by the Issuer in respect of the Debentures.
Outstanding Principal Amount	shall mean, at any date, the principal amounts outstanding under the Debentures.
PAN	shall mean, Permanent Account Number
Payment Default	Shall mean any event, act or condition which, with notice or lapse of time, or both, would constitute an Event of Default under paragraph (i) under the **5.38** (*Summary of Terms*) of the General Information Document named "Events of Default" .
Private Placement Offer cum Application Letters/PPOA	Shall mean the private placement offer and application letter dated on or about the date of the DTD issued/to be issued by the Issuer for subscription to the Debentures on a private placement basis in accordance with Section 42 of the Companies Act, 2013 read with the Companies (Prospectus and Allotment of Securities) Rules, 2014.
Promoters	meaning given to it under the Act.
Purpose	shall have the meaning given to it in **Section 5.38** (*Summary of Terms*) of the General Information Document.
Put Option	shall mean, the option exercisable by the Debenture Holde 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	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, a credit rating for issuance of Debentures from the Rating Agency, the details of which shall be set out in this Key Information Document for the issuance of Debentures.
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, Kanjur Marg East, Mumbai City, Mumbai- 400042, 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, which shall be the date falling 15 (fifteen) calendar days prior to any Due Date.
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 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 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
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 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 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 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 Majority Debenture Holders	Shall mean, such number of Debenture Holders of the tranche collectively holding more than 75% (seventy five percent) of the value of the Outstanding Principal Amount of Tranche-1 Debentures.
Special Resolution of Debenture Holders	shall mean, in respect of Tranche-1, 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.
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.
Trading Day	A day on which BSE (where the Debentures will be listed) is open for trading.
Transaction Documents	shall mean: (a) the Debenture Trust Deed (DTD); (b) the Debenture Trustee Agreement; (c) the Debt Disclosure Document; (d) the letters issued by the, and each memorandum of understanding/agreement entered into with, the Rating Agency, the Debenture Trustee and/or the Registrar; (e) each tripartite agreement between the Company, the Registrar and the relevant Depository; and (f) 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
Tranche -I	Shall mean, the issuance of Debentures by the Issuer particularly under this Key Information Document.

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

DISCLAIMER CLAUSE OF SEBI

Please refer to Section 2 of the General Information Document for the disclaimers in respect of the SEBI.

> **"IT IS TO BE DISTINCTLY UNDERSTOOD THAT FILING OF THE ISSUE 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. THIS REQUIREMENT IS TO FACILITATE INVESTORS TO TAKE AN INFORMED DECISION FOR MAKING INVESTMENT IN THE PROPOSED ISSUE."**

ISSUER'S DISCLAIMER

Please refer to Section 2.1 of the General Information Document for the disclaimers by the Issuer.

> **THE ISSUER ACCEPTS NO RESPONSIBILITY FOR STATEMENTS MADE OTHERWISE THAN IN THE ISSUE 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.**

DISCLAIMER IN RESPECT OF JURISDICTION

Please refer to Section 2.7 of the General Information Document for the disclaimers in respect of the jurisdiction.

DISCLAIMER CLAUSE OF STOCK EXCHANGES

Please refer to Section 2.2 of the General Information Document for the disclaimers in respect of the stock exchanges.

DISCLAIMER IN RESPECT OF CREDIT RATING AGENCY

Please refer to Section 2.4 of the General Information Document for the disclaimers in respect of the credit rating agency.

ISSUE OF DEBENTURES IN DEMATERIALISED FORM

Please refer to Section 2.6 of the General Information Document for the disclaimers in respect of the issuances of the Debentures in dematerialised form.

SECTION 3: DETAILS OF PROMOTORS OF THE ISSUER

Please refer to Section 5.2 of the General Information Document for the details of the promoters of the Issuer.

SECTION 4: RISK FACTORS

Please refer to Section 3 of the General Information Document for the risk factors in respect of the issuance of Debentures.

SECTION 5: [INTENTIONALLY LEFT BLANK]

SECTION 6: REGULATORY DISCLOSURES

6.1 The Issuer shall file the following documents along with the listing application to the stock exchange and with the Debenture Trustee

General Information Document along with this Key Information Document and the corporate authorizations for this issuance of the Debentures, the documents set out in Section 5.1 of the General Information Document have been / shall be submitted along with the listing application to the BSE and with the Debenture Trustee.

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

Due diligence certificates from the Debenture Trustee as per the format specified in the SEBI Debenture Trustees Master Circular and in the SEBI Debt Listing Regulations.

6.3 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.

Acuité Ratings & Research Limited has assigned a rating of "ACUITE BB-/Stable" through its letter dated March 12, 2024, for the Debentures to be issued for the entire Issue, including Tranche-1. The rating letter from the Rating Agency, the rating rationale from the Rating Agency and the detailed press release are provided in **Annexure II** of this Key Information Document.

The Issuer hereby declares that the rating is and shall be valid as on the date of issuance and listing of any Debentures.

6.4 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). 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 proposed to be listed on the Wholesale Debt Market (WDM) segment of the BSE. The Issuer shall comply with the requirements of the listing agreement for the Debentures to the extent applicable to it on a continuous basis.

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

6.5 Issue Schedule:

Particulars	Date
Issue Opening Date	March 26, 2024
Issue Closing Date	March 26, 2024
Pay In Date	March 27, 2024
Deemed Date of Allotment	March 27, 2024

6.6 Details of specific entities in relation to the Issue:

Please refer to Section 5.6 of the General Information Document for the details of Specific entities in respect of the issuance of Debentures.

(a)	Details of the Legal counsel, (if any)	**Name: AAN LEGAL** Logo: Address: **Shelton Sapphire, 'A' Wing-507, Plot No. 18 & 19, Sector-15, CBD Belapur, Navi Mumbai.** Website: https://aanlegal.in/ Email address: krishna.kumari@aanlegal.in and anwar.khan@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

6.7 About the Issuer:

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

Please refer to Section 5.7 (a) of the General Information Document for overview and a brief summary of the business activities of the Issuer.

(b) Structure of the Group

Please refer to Section 5.7 (b) of the General Information Document for overview and a brief summary of the business activities of the Issuer.

(c) A brief summary of the business activities of the subsidiaries of the Issuer

Please refer to Section 5.7 (c) of the General Information Document for a brief summary of the business activities of the subsidiaries of the Issuer.

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

Please refer to Section 5.7 (d) of the General Information Document for the of branches or units where the issuer carries on its business activities of the Issuer.

(e) Project cost and means of financing, in case of funding of new projects

Please refer to Section 5.7 (e) of the General Information Document for the of branches or units where the issuer carries on its business activities of the Issuer.

6.8 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:	5000	0.42%	0.002%
(e)	Fees payable to the Legal Advisors:	10,00,000	84.03%	0.4%
(f)	Advertising and marketing expenses:	Not Applicable *	Not Applicable *	Not Applicable *
(g)	Fees payable to the regulators including stock exchanges:	1,85,000	15.54%	0.074%
(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 basis to the 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 basis 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.

6.9 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 should 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"). 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.

Please refer **Annexure V** of the General Information Document for the audited financial statements of the Issuer for the Financial Years ended 31st March 2023 and audited financial statements of the Issuer for the Half year ended 30th September 2023.

The Issuer is not listed REIT/InVit.

(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.

Please refer **Annexure V** of the General Information Document for the audited financial statements of the Issuer for the Financial Years ended 31st March 2023 and audited financial statements of the Issuer for the Half year ended 30th September 2023.

(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.

Please refer **Annexure V** of the General Information Document for the audited financial statements of the Issuer for the Financial Years ended 31st March 2023 and audited financial statements of the Issuer for the Half year ended 30th September 2023 along with the auditor's report along with the requisite schedules, footnotes, summary etc.

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

Please refer Section 5.9 (e) of the General Information Document for disclosures for the Financial Years ended 31st March 2023 and for the half year ended 30th September 2023.

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

Please refer Section 5.9 (f) of the General Information Document for the details of the contingent liability of the Issuer as of 30th September 2023.

(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 Key Information Document, the Issuer has not provided for any Corporate Guarantee or letter of comfort to any other entity.

6.10 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:

Please refer Section 5.10 (a) of the General Information Document for the details of the share capital of the Issuer as of 30th September 2023.

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

Please refer 5.10 (b) of the General Information Document for the details of change in the share capital of the Issuer for the preceding three financial years and current financial year as of 31st March 2023.

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

Please refer 5.10 (C)of the General Information Document for the details of equity share capital of the Issuer for the preceding three financial years and current financial year.

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

Please refer Section 5.10 (d) of the General Information Document for the details of any acquisition of or amalgamation with any entity in the preceding one year.

(e) Details of any reorganization or reconstruction in the preceding one year:

Please refer Section 5.10 (e) of the General Information Document for the details of any reorganisation or reconstruction in the preceding one year.

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

Please refer 5.10(f) of the General Information Document for the shareholding pattern of the Issuer as of 30th September 2023.

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

Please refer Section 5.10 (g) of the General Information Document for the top ten holders of equity shares of the Issuer as of 30th September 2023.

6.11 Details Regarding the Directors of The Company

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

Please refer Section 5.11 (a) of the General Information Document for the details of the current directors of the Issuer.

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

Please refer 5.11 (b) of the General Information Document for the details of change in the directors of the Issuer for the preceding three financial years and current financial year as of 30th September 2023.

(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 company, its subsidiaries and associate companies on a fully diluted basis;

Please refer Section 5.11 (c) (i) of the General Information Document for the details of the remuneration payable or paid to a director by the Issuer, its subsidiary or associate company, and the details of the shareholding of the director in the Issuer, its subsidiaries and associate companies on a fully diluted basis.

ii. Appointment of any relatives to an office or place of profit of the issuer, its subsidiary or associate company;

Please refer Section 5.11 (c) (ii) of the General Information Document for the details of the appointment of any relatives to an office or place of profit of the Issuer, its subsidiary or associate company.

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

A. in the promotion of the issuer company; or

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

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.

Please refer Section 5.11 (c) (iii) of the General Information Document for the details of the full particulars of the nature and extent of interest, if any, of every director.

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

Please refer Section 5.11 (d) of the General Information Document for the details of contribution being made by the Directors as part of the offer or separately in furtherance of such objects.

6.12 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.

Please refer Section 5.12 of the General Information Document for the details of 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.

6.13 Following Details Regarding the Auditors of The Issuer:

(a) Details of the auditor of the Issuer:

Please refer Section 5.13 (a) of the General Information Document for the details of the auditor of the Issuer.

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

Please refer Section 5.13 (b) of the General Information Document for the details of change in auditors for preceding three financial years and current financial year.

6.14 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:

Please refer Section 5.14 (a) of the General Information Document for the details of the outstanding secured loan facilities as of 30th September 2023.

(b) Details of outstanding unsecured loan facilities:

Please refer Section 5.14 (b) of the General Information Document for the details of the outstanding unsecured loan facilities as of 30th September 2023.

(c) Details of outstanding non-convertible securities:

Please refer Section 5.14 (c) of the General Information Document for the details of the outstanding non-convertible securities as of 30th September 2023.

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

Please refer Section 5.14 (d) of the General Information Document for the details of the commercial paper issuances as of 30th September 2023.

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

Please refer Section 5.14 (e) of the General Information Document for the top ten holders of non-convertible securities as of 30th September 2023.

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

Please refer Section 5.14 (f) of the General Information Document for the top ten holders of commercial papers as of 30th September 2023.

(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:

Please refer Section 5.14 (g) of the General Information Document for the 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 as of 30th September 2023.

6.15 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.

Please refer Section 5.15 of the General Information Document for the details of the corporate guarantee or letter of comfort issued by the Issuer.

6.16 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.

Please refer Section 5.16 of the General Information Document for the details of any outstanding borrowings taken/ debt securities issued for consideration other than cash.

6.17 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

6.18 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 company, in the preceding three years and the current financial year.

Please refer Section 5.18 of the General Information Document for the 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 in the preceding three years and the current financial year.

6.19 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.

Please refer Section 5.19 of the General Information Document for the details of the material event/development or change on the financials/credit quality (e.g. any material regulatory proceedings against the Issuer/promoters, tax litigations resulting in material liabilities, corporate restructuring event etc.).

6.20 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.

Please refer Section 5.20 of the General Information Document for the details of the 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 Key Information Document against the promoter of the Issuer.

6.21 Details of default and non-payment of statutory dues for the preceding three financial years and current financial year.

Please refer Section 5.21 of the General Information Document for the details of default and non-payment of statutory dues for the preceding three financial years and current financial year.

6.22 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.

Please refer Section 5.22 of the General Information Document for the details of the relevant pending litigation involving the issuer, promoter, director, subsidiaries, group companies or any other person.

6.23 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.

Please refer Section 5.23 of the General Information Document for the details of acts of material frauds committed against the issuer in the preceding three financial years and current financial year.

6.24 Details of pending proceedings initiated against the issuer for economic offences, if any.

Please refer Section 5.24 of the General Information Document for the details of the pending proceedings initiated against the issuer for economic offences, if any.

6.25 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.

Please refer Section 5.25 of the General Information Document for the details of related party transactions entered during the preceding three financial years and current financial year.

6.26 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.

Please refer Section 5.26 of the General Information Document for the details.

6.27 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:

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
Not Applicable			

6.28 In order to allow investors to better assess the issue, the following additional disclosures shall be made by the issuer in the issue documents:

(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.

Please refer Section 5.28 of the General Information Document.

6.29 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, have been or will be 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 or will be duly obtained.
Solicitors /Advocates	Not Applicable
Legal Advisors	The consent of the Legal Advisors, to the extent required, have been or will be duly 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.

6.30 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.

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

6.31 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.

Not Applicable.

6.32 Disclosure of cash flow with date of interest/ redemption payment as per day count convention:

(a) **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 of this Key Information Document.

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

Please refer Section 9 of this Key Information Document.

(c) 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 VI** (Illustration of Bond Cashflows) of this Key Information Document.

6.33 Disclosures pertaining to wilful defaulter:

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

(i) Name of the bank declaring as a wilful defaulter: Not Applicable

(ii) The year in which it was declared as a wilful defaulter: Not Applicable

(iii) Outstanding amount when declared as a wilful defaulter: Not Applicable

(iv) Name of the entity declared as a wilful defaulter: Not Applicable

(v) Steps taken, if any, for the removal from the list of wilful defaulters: Not Applicable

(vi) Other disclosures, as deemed fit by the issuer in order to enable investors to take informed decisions: Not Applicable

(vii) Any other disclosure as specified by the Board: Not Applicable

(b) The fact that the issuer or any of its promoters or directors is a wilful defaulter shall be disclosed prominently on the cover page with suitable cross-referencing to the pages: Not Applicable

6.34 Undertaking by the Issuer: Please refer Section 9 of the General Information Document.

6.35 Risk Factors: Please refer Section 3 of General Information Document.

6.36 Other details:

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

Please refer Section 5.33 (a) of the General Information Document

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

Please refer Section 5.33 (b) of the General Information Document

(c) Default in payment

Please refer Section 5.33 (c) of the General Information Document

(d) Delay in listing

Please refer Section 5.33 (d) of the General Information Document

(e) Delay in allotment of securities

Please refer Section 5.33 (e) of the General Information Document

(f) Issue details

Please refer Section 5.33 (f) of the General Information Document

(g) Application process

Please refer Section 5.33 (g) of the 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.

Please refer Section 5.33 (h) of the General Information Document

(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;

Please refer Section 5.33 (i) of the General Information Document

6.37 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.

Please refer Section 5.34 (f) of the General Information Document for details of the aggregate

number of securities of the issuer company and its subsidiary companies purchased or sold.

(g) The matters relating to:

(i) Material contracts;

(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.

Please refer Section 5.34(g) of the General Information Document.

(h) 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.

Please refer Section 5.34 (h) of the General Information Document.

(i) 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.

Please refer Section 5.34 (i) of the General Information Document for 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.

(j) 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.**

Please refer Section 5.34 (j) of the General Information Document.

(k) The details of acts of material frauds committed against the issuer in the preceding three financial years and current financial year, if any, and actions taken by the issuer.

Please refer Section 5.23 of the General Information Document for the details of acts of material frauds committed against the issuer in the preceding three financial years and current financial year.

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

Please refer Section 8.1 of this Key Disclosure Document (Summary Terms).

SECTION 7: UNDERTAKINGS

Please refer Section 9 of the General Information Document for the undertakings by the Issuer, and attestation by the directors.

SECTION 8: KEY TERMS OF THE ISSUE

8.1 SUMMARY TERMS

As per Term Sheet set out in Annexure I

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". Further, the amount earmarked "General Corporate Purposes", shall not exceed twenty-five per cent. of the amount raised by the issuer in the proposed issue *(applicable only in case of public issue)*."

8.2 TERMS OF THE TRANSACTION DOCUMENT

8.2.1 Representations and Warranties of the Issuer

As more particularly set out under Clause 7.2 of the General Information Document.

8.2.2 Financial Covenants

Until the Final Settlement Date, the Issuer shall fulfil such financial covenants as may be agreed between the Issuer and the Debenture Trustee from time to time.

Commencing from the Deemed Date of Allotment until the Final Settlement Date, the Issuer shall:

a. 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.

The financial covenants set out in this Section 8.2.2 (Financial Covenants) shall be tested, until the Final Settlement Date, on a quarterly basis, i.e., as on each Quarterly Date, on the basis of standalone financial statements of the Issuer.

8.2.3 Reporting Covenants

As more particularly set out under Clause 7.3.2 of the General Information Document.

8.2.4 Affirmative Covenants

As more particularly set out under Clause 7.3.3 of the General Information Document.

8.2.5 Negative Covenants

As more particularly set out under Clause 7.3.4 of the General Information Document.

8.2.6 Events of Default

Each of the events or circumstances set out in Section 8.2.6 (*Events of Default*) below is an Event of Default. Subject to the expiry of the cure period of 15 (fifteen) calendar days from the date of the notice received from the Debenture Trustee on the occurrence of the below-mentioned events.

For the avoidance of doubt, it is hereby clarified that in respect of those Events of Default for which a cure period has been provided, an Event of Default will not be deemed to have occurred until the cure period has expired, and the Issuer has failed to remedy the default.

(a) Payment Defaults

The Issuer does not pay on any Due Date any amount payable pursuant to the Debenture Trust Deed and the Debentures at the place and in the currency in which it is expressed to be payable, unless its failure to pay is caused by technical error and payment is made within 5 (five) calendar days of such Due Date.

(b) Insolvency/Inability to Pay Debts:

The Issuer is unable or admits inability to pay its debts as they fall due, suspends making payments on any of its debts by reason of actual or anticipated financial difficulties.

(c) A petition for reorganization, arrangement, adjustment, winding up or composition of debts of the Issuer in respect of the Issuer (voluntary or otherwise) have been admitted by any competent court or tribunal, and such proceedings are not contested by the Issuer for staying or such proceedings are not quashed and/or dismissed within 15 (fifteen) days.

(d) Any proceedings for liquidating the Issuer have been admitted by any competent court or tribunal.

(e) A moratorium or other protection from creditors is declared or imposed on the Issuer in respect of any Financial Indebtedness of the Issuer.

(f) Business

The Issuer without obtaining the prior consent of Majority Debenture Holders ceases to carry on its business or gives notice of its intention to do so.

(g) Misrepresentation

Any representation or warranty made by the Issuer in any Transaction Document or in any certificate, financial statement or other document delivered to the Debenture Trustee/Debenture Holders by the Issuer shall prove to have been incorrect, false or misleading in any material respect when made or deemed made.

(h) Material Adverse Effect

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

(i) Cross Default

The Issuer:

(i) defaults in any payment of any Financial Indebtedness beyond the period of grace, if any, provided in the instrument or agreement under which such Financial Indebtedness was created; or

(ii) Any acceleration of any Financial Indebtedness of the Issuer, wherein any Financial Indebtedness of the Issuer shall be declared to be due and payable, or required to be prepaid other than by a regularly scheduled required prepayment, prior to the stated maturity thereof, whether as a result of the occurrence of an event of default or the breach of any covenants (howsoever described and/or by whatever name called) under any financing documents that the Issuer is party to.

PROVIDED THAT no Event of Default shall occur pursuant to Section 8.2.6.(i) if any acceleration of Financial Indebtedness is caused pursuant to any prepayment by the Issuer in the ordinary course of business.

(j) Liquidation, Insolvency or Dissolution of the Issuer, Appointment of Receiver, Resolution Professional or Liquidator

Any corporate action, declaration of, legal proceedings or other procedure or step is taken in relation to:

(i) the suspension of payments, a moratorium of any Financial Indebtedness, winding-up, insolvency, liquidation, dissolution, administration or re-organisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Issuer;

(ii) a composition, compromise, assignment or arrangement with any creditor of the Issuer;

(iii) the appointment of a liquidator, provisional liquidator, supervisor, receiver, resolution professional, administrative receiver, administrator, compulsory manager, trustee, or other similar officer in respect of the Issuer, or any part of the undertaking of the Issuer;

(iv) the commencement of an insolvency resolution process under the (Indian) Insolvency and Bankruptcy Code, 2016 read together with the Insolvency and Bankruptcy (Insolvency and Liquidation Proceedings of Financial Service Providers and Application to Adjudicating Authority) Rules, 2019, and any other rules and regulations made thereunder from time to time, or under any other Applicable Law, in respect of the Issuer;

(v) any other event occurs or proceeding instituted under any Applicable Law that would have an effect analogous to any of the events listed in (i) to (v) above.

(k) Creditors' Process and Expropriation

Any Governmental Authority, or any person by or under the authority of any Governmental Authority:

(i) condemns, seizes, nationalises, expropriates or compulsorily acquires all or a material part of the Issuer;

(ii) has assumed custody or control of all or substantial part of the business or operations of the Issuer or

(iii) has taken any action for the dissolution of the Issuer, or any action that would prevent the Issuer, their members, or their officers from carrying on their business or operations or a substantial part thereof.

(l) Judgment Defaults: one or more judgments or decrees are entered/passed against the Issuer involving a liability (not paid or not covered by a reputable and solvent insurance company) which, individually or in the aggregate, exceed 30% (thirty percent) of the Total Assets of the Issuer, provided such judgments or decrees are either final and non-appealable or have not been vacated, discharged or stayed pending appeal for any period of 30 (thirty) calendar days.

(m) Transaction Documents

The Debenture Trust Deed or any other Transaction Document (in whole or in part), is terminated or ceases to be effective or ceases to be in full force or no longer constitutes valid, binding and enforceable obligations of the Issuer.

(n) Unlawfulness

It is or becomes unlawful for the Issuer to perform any of its obligations under the Transaction Documents and/or any obligation or obligations of the Issuer under any Transaction Document are not or cease to be valid, binding or enforceable.

(o) Repudiation

The Issuer repudiates any of the Transaction Documents, or evidences an intention to repudiate any of the Transaction Documents.

(p) Fraud and Embezzlement

Any material act of fraud, embezzlement, misstatement, misappropriation or siphoning off of the funds of the Issuer or the Promoter of the Issuer or revenues of the Issuer or any other act having a similar effect being committed by any key managerial personnel (as defined under the Companies Act) of the Issuer.

(q) Merger or Acquisition

The Issuer takes or permits to be taken any action for the re-organisation of its capital, or any rearrangement, or merger or amalgamation, other than in accordance with the terms of the Transaction Documents. PROVIDED THAT no Event of Default shall occur pursuant to this

Section 8.2.6 (q) in relation to the Upwards Acquisition Transaction, the details of which have been provided by the Issuer to the Debenture Trustee.

(r) Breach of Financial Covenants

Any breach of any of the financial covenants set out in Section 8.2.2 (Financial Covenants) which, to the extent capable of remedy in the sole opinion of the Debenture Trustee (acting on the instructions of the Debenture Holders), is not remedied within the time period prescribed by the Debenture Trustee (acting on the instructions of the Debenture Holders).

(s) Breach of Affirmative Covenants

Any breach of any of the affirmative covenants set out in Section 8.2.4 (Affirmative Covenants) which, to the extent capable of remedy in the sole opinion of the Debenture Trustee (acting on the instructions of the Debenture Holders), is not remedied within the time period prescribed by the Debenture Trustee (acting on the instructions of the Debenture Holders).

(t) Breach of Negative Covenants

Any breach of any of the negative covenants set out in Section 8.2.5 (Negative Covenants) which, to the extent capable of remedy in the sole opinion of the Debenture Trustee (acting on the instructions of the Debenture Holders), is not remedied within the time period.

(u) Breach of Reporting Covenants

Any breach of any of the reporting covenants set out in Section 8.2.3 (Reporting Covenants) which, to the extent capable of remedy in the sole opinion of the Debenture Trustee (acting on the instructions of the Debenture Holders), is not remedied within the time period prescribed by the Debenture Trustee (acting on the instructions of the Debenture Holders).

(v) Breach of other Covenants

Any breach of any covenant or undertaking of the Issuer in the Transaction Documents (other than as set out in paragraphs (a) to (u) above), which, to the extent capable of remedy in the sole opinion of the Debenture Trustee (acting on the instructions of the Debenture Holders), is not remedied within such time period as may be prescribed by the Debenture Trustee (acting on the instructions of the Debenture Holders).

8.2.6.1 Consequences and Remedies of an Event of Default

(a) require the Issuer to mandatorily redeem the Debentures and repay the principal amount on the Debentures, along with accrued but unpaid interest and other costs, charges and expenses incurred under or in connection with the DEBENTURE TRUST DEED and the other Transaction Documents;

(b) accelerate the redemption of the Debentures and declare all or any of the Debentures to be due and payable immediately or on such date as may be prescribed by the Debenture Trustee, whereupon it shall become so due and payable;

(c) If one or more Events of Default occur(s), the Debenture Trustee may, on the instructions of the Majority Debenture Holders in accordance with the DEBENTURE TRUST DEED, by a notice in writing to the Issuer initiate the following course of action:

(d) take any actions in respect of Chapter X (*Breach of Covenants, Default and Remedies*) of the SEBI Listed Debentures Circulars in accordance with the provisions of the DEBENTURE TRUST DEED;

(e) take all such other action as is expressly permitted under the DEBENTURE TRUST DEED or in the other Transaction Documents or permitted under Applicable Law (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); and/or

(f) exercise any other right that the Debenture Trustee and/or the Debenture Holders may have under Applicable Law for the purposes of protecting the interests of the Debenture Holders.

8.2.6.2 Notice on the Occurrence of an Event of Default

(a) If any Events of Default or any event which, after the notice, or lapse of time, or both, would constitute an Event(s) of Default, has occurred, the Issuer shall, forthwith give notice thereof to the Debenture Holders and the Debenture Trustee in writing specifying the nature of such event or Event of Default.

(b) In addition to the foregoing, in accordance with Chapter X (*Breach of Covenants, Default and Remedies*) of the SEBI Listed Debentures Circulars , the Debenture Trustee shall send a notice to the Debenture Holders within 3 (three) days of the occurrence of an Event of Default, in accordance with the mode of delivery of notice mentioned therein, convening a meeting within 30 (thirty) days of the occurrence of an Event of Default. PROVIDED THAT if the Event of Default is cured or rectified within the intervening period between the date of the aforementioned notice from the Debenture Trustee to the date the aforementioned meeting is convened, no such meeting of the Debenture Holders shall be required. The Debenture Trustee shall maintain the details of the providing and receipt of such notice in accordance with Chapter X (*Breach of Covenants, Default and Remedies*) of the SEBI Listed Debentures Circulars.

8.2.6.3 Additional obligations of the Debenture Trustee

In respect of Chapter X (*Breach of Covenants, Default and Remedies*) of the SEBI Listed Debentures Circulars , the entering into, and the performance of any obligations under any resolution plan shall be subject to the terms of Chapter X (*Breach of Covenants, Default and Remedies*) of the SEBI Listed Debentures Circulars (including without limitation, the resolution plan being finalised within the time period prescribed in Chapter X (*Breach of Covenants, Default and Remedies*) of the SEBI Listed Debentures Circulars , and exiting of the inter-creditor agreement on the occurrence of the matters prescribed under Chapter X (*Breach of Covenants, Default and Remedies*) of the SEBI Listed Debentures Circulars).

8.2.7 Listing and monitoring requirements

(a) Monitoring

The Issuer will provide all such assistance to the Debenture Trustee as may be required by it, to carry out the necessary continuous and periodic due diligence and monitor in the

manner as may be specified by SEBI from time to time. In this regard, in accordance with Chapter VI (*Periodical/ Continuous Monitoring by Debenture Trustee*) of the SEBI Listed Debentures Circulars , the Issuer undertakes and agrees to provide all relevant documents/information, as applicable, to enable the Debenture Trustee to submit the following reports/certifications to BSE in accordance with Chapter VI (Periodical/ Continuous Monitoring by Debenture Trustee) of the SEBI Listed Debentures Circulars :

(i) (to the extent applicable) a statement of the value of the debt service reserve account within (i) 75 (seventy five) days from each Quarterly Date (other than March 31 of the relevant calendar year), and (ii) 90 (ninety) days from March 31 of the relevant calendar year or such other timelines as may be prescribed under Applicable Law;

(b) Recovery Expense Fund

(i) The Issuer hereby undertakes and confirms that it shall, within the time period prescribed under Chapter IV (*Recovery Expenses Fund*) of the SEBI Listed Debentures Circulars , establish, maintain and utilize the Recovery Expense Fund in such manner/mode as is prescribed under Chapter IV (Recovery Expenses Fund) of the SEBI Listed Debentures Circulars , to enable the Debenture Trustee to take prompt action in relation to the enforcement/legal proceedings under the Transaction Documents.

(ii) The Issuer shall deposit cash or cash equivalents including bank guarantees towards the contribution to Recovery Expense Fund with the designated stock exchange and submit relevant documents evidencing the same to the Debenture Trustee from time to time.

(iii) The Issuer shall ensure that any bank guarantees provided in respect of the Recovery Expense Fund remain valid for a period of 6 (six) months following the maturity date of the Debentures. The Issuer shall keep the bank guarantees in force and renew the bank guarantees at least 7 (seven) working days before its expiry, failing which the designated stock exchange may invoke such bank guarantee.

(iv) On the occurrence of any Event of Default, the Debenture Trustee shall obtain the consent of Debenture Holders for enforcement/legal proceedings and shall inform the designated stock exchange of such occurrence and the obtaining of any consent in respect thereof (if any). The amount lying in the Recovery Expense Fund may be released to the Debenture Trustee within such time period and such manner as may be prescribed under Chapter IV (*Recovery Expenses Fund*) of the SEBI Listed Debentures Circulars . The Debenture Trustee shall keep a proper account of all expenses incurred out of the funds received from Recovery Expense Fund towards enforcement/legal proceedings under the Transaction Documents.

(v) The amounts in the Recovery Expense Fund shall be refunded to the Issuer on repayment/redemption of the Debentures, following which a "no objection certificate" shall be issued by the Debenture Trustee(s) to the designated stock exchange. The Debenture Trustee shall ensure that there is no default on any other listed debt securities of the Issuer before issuing such "no objection certificate".

(c) Requirements under the LODR Regulations

The Issuer agrees, declares and covenants that it will comply with all relevant requirements prescribed under the LODR Regulations applicable to it (including without limitation, Chapter IV of the LODR Regulations (to the extent applicable) and Chapter V of the LODR Regulations (to the extent applicable)).

(d) Due Diligence

(i) The Issuer acknowledges, understands, and confirms that:

(A) to ensure compliance by the Issuer, with the provisions of the Companies Act, the LODR Regulations, the Debt Listing Regulations, the Listed NCDs Master Circular, the SEBI Listed Debentures Circulars , the Debenture Trustees Regulations, the listing agreement of the stock exchange(s) where the Debentures are listed, the Transaction Documents, and any other regulations issued by SEBI pertaining to the Issue;

(B) for the purposes of carrying out the due diligence as required in terms of the SEBI Listed Debentures Circulars, the Debenture Trustee, either through itself or its agents, advisors, consultants, shall have the power to examine the books of account of the Issuer and to have the same inspected by its officers and/or external auditors, valuers, consultants, lawyers, technical experts, management consultants appointed by the Debenture Trustee; and

(C) the Debenture Trustee may at any time through its authorized representatives and agents, inspect books of account, records, registers of Company and the trust property (as set out in the DEBENTURE TRUST DEED) to the extent necessary for discharging its obligations. The Issuer shall provide full and unimpeded access to the records, registers and books of accounts and facilitate in the inspection and due diligence process. Any fees, costs expenses incurred in conducting such inspection/due diligence process shall be fully borne by the Issuer in accordance with the terms agreed between the Issuer and the Debenture Trustee. In the event, any fees, costs expenses are borne by the Debenture Trustee, the above shall be reimbursed forthwith by the Issuer upon request.

(ii) The Issuer shall submit documents/ information as the Debenture Trustee may require to conduct continuous and periodical due diligence and monitoring, which shall, inter alia, include:

(A) periodical status/ performance reports from the Issuer within 7 (seven) days of the relevant board meeting of the Issuer or within 45 (forty five) days of the respective quarter, whichever is earlier;

(B) details with respect to defaults, if any, with regard to payment of interest or redemption of Debentures;

(C) reports on the utilization of funds raised by the issue of Debentures;

(D) details with respect to conversion or redemption of the Debentures;

(E) (to the extent applicable) details with respect to dispatch of the debenture certificates and interest warrants, credit of the debentures in the demat

account of the Debenture Holders and payment of amounts upon redemption of Debentures to the Debenture Holders due to them within the stipulated time period in accordance with the Applicable Law;

(F) such other documents or information as may be required by the Debenture Trustee in accordance with the Applicable Law.

(iii) Without prejudice to any other provision of the DEBENTURE TRUST DEED and the other Transaction Documents, the Issuer shall:

(A) comply with all requirements applicable to it under the SEBI Listed Debentures Circulars and provide all documents/information as may be required in accordance with the SEBI Listed Debentures Circulars .

(e) Forensic Audit

Issuer shall provide following information and make requisite disclosures to the stock exchanges:

(i) the details of initiation of forensic audit along-with name of entity initiating the audit and reasons for such forensic audit, if available; and

(ii) the final forensic audit report (other than for forensic audit initiated by regulatory / enforcement agencies) on receipt by the Issuer along with comments of the management of the Issuer, if any.

(f) Others

(i) The Issuer shall ensure due compliance and adherence to the SEBI Listed Debentures Circulars in letter and spirit.

(ii) To the extent applicable and required in terms of Chapter X (*Breach of Covenants, Default and Remedies*) of the SEBI Listed Debentures Circulars , the Debenture Trustee shall execute an "inter creditor agreement" in the manner prescribed under Chapter X (*Breach of Covenants, Default and Remedies*) of the SEBI Listed Debentures Circulars .

(iii) To the extent required/applicable, the Issuer shall provide intimation to the Debenture Trustee regarding (i) any default in timely payment of interest or redemption or both in respect of the non-convertible debt securities issued by the Issuer, and (ii) all covenants of the issue (including side letters, event of default provisions/clauses etc.).

The Issuer shall promptly disclose and furnish to the Debenture Trustee, all documents/ information about or in relation to the Issuer or the Debentures, as requested by the Debenture Trustee to fulfil its obligations hereunder or to comply with any Applicable Law, including in relation to filing of its reports/ certification to stock exchange within the prescribed timelines

SECTION 9: OTHER INFORMATION AND APPLICATION PROCESS

Please refer to the procedure set out in Section 8 of the General Information Document, however, certain additional details are set out below.

9.1 Application of Section 8 of General Information Document

All the information, processes, details, and other ancillary information as mentioned in **Sections 8.1** (*Mode of Transfer/Transmission of Debentures),* **Section 8.2** (*Debentures held in Dematerialised Form),* **Section 8.3** *(Debenture Trustee for the Debenture Holders***), Section 8.4** *(Sharing of Information),* **Section 8.5** *(Debenture Holder not a Shareholder),* Section 8.6 (*Modification of Debentures),* **Section 8.7** (*Right to accept or reject Applications),* **Section 8.8** (*Notices),* **Section 8.16** *(Procedure for Applying for Dematerialised Facility)* **Section 8.17** (*Depository Arrangements),* **Section 8.18** (*Market Lot),* **Section 8.19** (*List of Beneficiaries),* **Section 8.20** (*Application under Power of Attorney),* **Section 8.21** *(Procedure for application by Mutual Funds and Multiple Applications),* **Section 8.22** *(Documents to be provided by Investors),* **Section 8.23** (*Applications to be accompanied with Bank Account Details),* **Section 8.24** *(Succession),* **Section 8.25** *(Mode of Payment),* **Section 8.26** (*Effect of Holidays),* **Section 8.28** (*Letters of Allotment),* **Section 8.31** *(Refunds***), Section 8.33** (*PAN Number)* and Section 8.34 (*Payment on Redemption)* ***of the General Information Document shall apply mutatis mutandis to this Key Information Document***.

9.2 Issue Procedure/ Application Procedure

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

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

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 in Annexure-I.

9.3 Process flow of Settlement

The Eligible Investors whose bids have been accepted by the Issuer and to whom a signed copy of this Key Information Document along with the PPOA 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.

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 system. Any amount received from third party accounts or from accounts not specified in the EBP system will be refunded and no allotment will be made against such payments. Upon the transfer of funds into the aforesaid account of ICCL and the Issuer confirming its decision to proceed with the allotment of the Debentures in favour of the

Successful Bidders to the ICCL, the R&T Agent and the EBP and initiating the requisite corporate action for allotment of Debentures and credit of the demat letter of allotment into the relevant demat account of the Successful Bidders through the 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 Requirements and other Applicable Law.

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.

9.4 Fictitious Applications

All fictitious applications will be rejected. Each Eligible Investor shall provide a confirmation to the EBP that it is not using any software, algorithm, "Bots" or other automation tools, which would give unfair access for placing bids on the EBP Platform.

9.5 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)

9.6 Payment Instructions

The Application Form should be submitted directly. The entire amount of INR 1,00,000 (Indian Rupees One Lakh) per Debenture, in multiples based on the Debentures subscribed to, is payable along with the making of an application. Applicants can remit the application amount on the Pay-in Date in the account of ICCL mentioned under Section 9.3 above.

9.7 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 **("Eligible Investors")**, when specifically approached, and identified upfront by the Issuer, shall be eligible to apply for this private placement of Debentures subject to fulfilling their respective investment norms/rules and compliance with laws applicable to them and by completing the participation/nodding requirements prescribed for the EBP Platform and/or by submitting all the relevant documents along with the Application Form:

(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) Foreign portfolio Investors registered with SEBI
(k) Portfolio Manager registered with SEBI;
(l) Any other investor permitted to invest in debentures of Indian body corporate

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.

All Eligible Investors are required to check and comply with Applicable Law(s) including the relevant rules / regulations / guidelines applicable to them for investing in this Issue of Debentures. The Issuer is not in any way, directly or indirectly, responsible for any statutory or regulatory breaches by any investor, nor is the Issuer required to check or confirm the above.

Hosting of this Debt Disclosure Documents 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 Debt Disclosure Documents 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.

9.8 Eligible Investors should refer to the Operational Guidelines

ELIGIBLE INVESTORS SHOULD REFER TO THE OPERATIONAL GUIDELINES OF THE RELEVANT EBP.

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.

9.9 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.

9.10 Tax Deductions

(a) All payments to be made by the Issuer to the Debenture Holders under the Transaction Documents shall be made free and clear of and without any Tax Deduction unless the Issuer is required to make a Tax Deduction pursuant to Applicable Law.

(b) The Issuer shall promptly upon becoming aware that it must make a Tax Deduction (or that there is any change in the rate or the basis of a Tax Deduction) notify the Debenture Trustee accordingly.

(c) If the Issuer is required to make a Tax Deduction, it shall make that Tax Deduction and any payment required in connection with that Tax Deduction within the time period prescribed under Applicable Law and in the minimum amount required by Applicable Law.

(d) Within the earlier of (i) 75 (seventy five) days of making either a Tax Deduction or any payment required in connection with that Tax Deduction or (ii) 75 (seventy five) days of each Due Date, the Issuer shall deliver to the Debenture Trustee evidence reasonably satisfactory to the Debenture Trustee that the Tax Deduction has been made or (as applicable) any appropriate payment paid to the relevant taxing authority.

9.11 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.

9.12 Deemed Date of Allotment

The Deemed Date of Allotment for the Debenture subscriptions being invited from the Eligible Investors through this Key Information Document, shall be March 27, 2024 OR shall be as detailed in Section 9.2 hereinabove.

9.13 Record Date

The Record Date for the Debenture allotments made vide this Key Information Document shall be the date falling 15 (fifteen) Calendar Days prior to each Due Date or shall be as detailed in Section 9.2 hereinabove.

9.14 Interest on Application Money

The Interest/Coupon on the Application Money shall be payable as detailed in Section 9.2 hereinabove.

SECTION 10: DECLARATION

A. The Issuer has complied with the provisions of the Companies Act, 2013 and the rules made hereunder.
B. The compliance with the Companies Act, 2013 and the rules made thereunder do not imply that payment of interest or repayment of the Debentures, if applicable, 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 Key Information Document.
D. The Issuer has complied with, and nothing in the Key Information Document is contrary to, the provisions of Companies Act, 2013, the Securities Contracts (Regulation) Act, 1956 and the Securities and Exchange Board of India Act, 1992, and the rules and regulations made thereunder.

I am authorized by the board of directors of the Issuer vide resolution number 3 dated December 20, 2023, to sign the 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 form and matters incidental thereto have been complied with.

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

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

The Issuer declares that all the relevant provisions in the regulations/guideline issued by SEBI and other applicable laws have been complied with and no statement made in this Key Information 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 Key Information Document is as applicable to privately placed debt securities and subject to the information available with the Issuer. The extent of disclosures made in this Key Information Document is consistent with disclosures permitted by regulatory authorities to the issue of securities made by the companies in the past.

For Tara Capital Partners India Private Limited

Authorised Signatory
Name: Jagdeep Kannarath
Title: Director
Date: March 18, 2024

TARA CAPITAL PARTNERS INDIA PRIVATE LIMITED * CIN NO: U74999MH2018PTC309518 *

ANNEXURE I: 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/ Tranche	Tranche - I
Nature of Instrument (Secured or Unsecured)	Unsecured
Seniority (Senior or Subordinated)	Senior
Eligible Investors	As per Section 8 of the General Information 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
Base Issue Size	**INR 25,00,00,000/-**
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
In case the Issuer is a NBFC, and the objects of the issue entail la to any entity who is 'group company' then disclosures shall be made in the following format	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 company and for other operating expenses of the Company ("**Purpose**").
Details of the utilization of the Proceeds	The Issuer shall utilise the funds of the proceeds for the above said Purpose.
Coupon / Interest Rate	9.00% (nine decimal zero percent) per annum payable annually
Step Up/Step Down Coupon Rate	Not Applicable
Coupon/Interest Payment Frequency	Annually
Coupon / Interest Payment Dates	27th March every year, first coupon payment date being 27th March, 2025
(Cumulative / non-cumulative, in	Not Applicable

case of dividend	
Coupon Type (Fixed, floating or other structure)	Fixed
Coupon Reset Process (including rates, spread, effective date, interest rate cap and floor etc).	Not Applicable
Day Count Basis (Actual/Actual)	Actual/Actual
Interest on Application Money	. Interest at the Interest Rate, subject to deduction of tax at source in accordance with Applicable Law, will be paid by the Issuer on the Application Money to the Applicants from (and including) the date of receipt of such Application Money up to (and including) the day occurring 1 (one) day prior to the Deemed Date of Allotment for all valid applications, within 5 (five) Business Days from the Deemed Date of Allotment. Where pay-in date of the Application Money and the Deemed Date of Allotment are the same, no interest on Application Money will be payable. . Where an Applicant is allotted a lesser number of Debentures than applied for, the excess amount paid on application will be refunded to the Applicant in the bank account of the Applicant as described in the Application Form along with interest on the refunded money by electronic mode of transfer like RTGS/NEFT/direct credit. Details of allotment will be sent to every successful Applicant.
Default Interest Rate	. In the event of occurrence of a Payment Default, the Issuer shall pay additional interest at 2.00% (two decimal zero percent) per annum over the Coupon Rate in respect of the Debentures on the amount of such Payment Default from the date of the occurrence of a Payment Default until such Payment Default is cured or the Obligations are repaid (whichever is earlier), on each Interest Payment Date occurring during the aforementioned period. . In the event of occurrence of any breach of any covenants set out in Section 8.2.2 (*Financial Covenants*) of the Debenture Trust Deed, the Issuer shall pay additional interest at 2.00% (two decimal zero percent) per annum over the Interest Rate in respect of the Debentures on the Outstanding Principal Amount from the date of the occurrence of such breach until such breach is cured or the Obligations are repaid (whichever is earlier), on each Interest Payment Dates occurring during the aforementioned period. . Unless specifically provided otherwise, any additional/default interest payable by the Issuer in accordance with any provision of the Debenture Trust Deed or any other Transaction Document shall be in addition to and independent of any additional/default interest payable by the Issuer in accordance with any

	other provision of the Debenture Trust Deed or any other Transaction Document.
Tenor – Tranche I	6 years from the Deemed Date of Allotment
Redemption Date	March 27, 2030
Redemption Amount	INR 1,00,000/- per Debenture **Manner of redemption** . The Debentures shall be fully redeemed on a pro-rata basis by the Issuer by making the payment of the Outstanding Principal Amounts on each Redemption Date. The redemption schedule is set out in **Annexure VI**. . Without prejudice to anything contained in the Transaction Documents, the Issuer shall, on the Final Redemption Date, promptly pay the Outstanding Amounts and discharge all outstanding Obligations. . The Issuer shall not, without the prior written consent of the Majority Debenture Holders, redeem (or prematurely redeem) the Debentures in any manner other than in accordance with the terms of the Debenture Trust Deed.
Redemption Premium /Discount	Not Applicable
Issue Price	INR 1,00,000/- per Debenture
Discount at which security is issued and the effective yield as a result of such discount.	Not applicable
Premium/Discount at which security is redeemed and the effective yield as a result of premium/discount.	Not Applicable
Put Date	31st March, 30th June, 30th September, 31st December every year beginning 2028
Put Price	INR 1,00,000/- per Debenture
Call Date	31st March, 30th June, 30th September, 31st December every year beginning 2028
Call Price	INR 1,00,000/- per Debenture
Put Notification Time (Timelines by which the investor need to intimate Issuer before exercising the put)	30 Calendar Days
Call Notification Time (Timelines by which the Issuer need to intimate investor before exercising the call)	30 Calendar Days

Face Value	INR 1,00,000/- per Debenture
Minimum Application and in multiples of thereafter	Shall not be less than INR 1,00,00,000/- (Indian Rupees One Crore Only) (being 100 Debenture(s)) and in multiples of 1 (one) Debenture(s) thereafter.
Issue Timing	
1. Issue Opening Date	March 26, 2024
2. Issue Closing Date	March 26, 2024
3. Date of earliest closing of the issue, if any.	Not applicable
4. Pay-in Date	March 27, 2024
5. Deemed Date of Allotment	March 27, 2024
Settlement mode of the Instrument	Please refer to Section 9 of this Document
Depository	NSDL and CDSL
Disclosure of Interest / redemption dates	Please refer to **Annexure VI** below
Record Date	The date falling 15 (fifteen) Calendar Days prior to each Due Date
All covenants of the issue (including side letters, accelerated payment clause, etc.)	To be more particularly set out in the Debenture Trust Deed and other Transaction Documents. All other covenant commercially agreed with the proposed Investors are set out in **Section 8** of the General Information Document.
Transaction Documents	In addition to the documents as set out in Section 1 of the General Information Document the Transaction Documents shall also include: Resolutions and corporate authorization provided pursuant to Conditions Precedent; Any other document that may be designated as a '***Transaction Document'*** by the Debenture Trustee or Debenture Holders. And '*Transaction Document'* shall mean any of them

Conditions Precedent to Disbursement	The Issuer shall, prior to the Deemed Date of Allotment, fulfil the following conditions precedent, each in a form and manner satisfactory and acceptable to the Debenture Trustee (*as more particularly described in the Debenture Trust Deed*): **AUTHORISATIONS** • a copy of the Issuer's Constitutional Documents certified as correct, complete and in full force and effect by an authorised person of the Issuer; • a copy of the resolution of the Issuer's board of directors and any resolution of any committee of the board of directors authorising the execution, delivery and performance of the Transaction Documents certified as correct, complete and in full force and effect by an authorised person of the Issuer; • a copy of the resolution of the shareholders of the Issuer in accordance with Section 180(1)(c) of the Act approving the borrowing contemplated under the Transaction Documents certified as correct, complete and in full force and effect by an authorised person of the Issuer; • (to the extent applicable) a copy of the resolution of the shareholders of the Issuer under Section 42 of the Companies Act approving issuance of non-convertible debentures by the Issuer on a private placement basis certified as correct, complete and in full force and effect by an authorised person of the Issuer; **TRANSACTION DOCUMENTS** • execution, delivery and stamping of the Transaction Documents (including the Debt Disclosure Documents) in a form and manner satisfactory to the Debenture Trustee; • if so required by the Debenture Holders, post-dated cheques from the Issuer made payable to the Debenture Holders for the repayment of the Outstanding Amounts to be delivered to the Debenture Trustee until the Final Redemption Date;

	CERTIFICATES AND CONFIRMATIONS • a copy of the rating letter and the rating rationale issued by the Rating Agency in relation to the Debentures; • a copy of the consent from the Debenture Trustee to act as the debenture trustee for the issue of Debentures; • a copy of the consent from the Registrar to act as the registrar and transfer agent for the issue of Debentures; • a copy of the tripartite agreement(s) executed between the Issuer, the Registrar and the relevant Depository; • a copy of the due diligence certificate(s) issued by the Debenture Trustee pursuant to the SEBI Listed Debentures Circulars and the other SEBI Listed Debentures Circulars; **OTHERS** • evidence that all "***know your customer***" requirements prescribed by the Debenture Trustee and the Applicants have been provided/fulfilled; • the Audited Financial Statements and, to the extent required by the Debenture Holders and available with the Issuer, the most recently prepared half-yearly audited/unaudited financial statements of the Issuer; • a copy of the in-principle approval provided by the BSE in respect of the General Information Document; • a certificate from the authorised signatories of the Issuer addressed to the Debenture Trustee confirming as on the Deemed Date of Allotment/the date of the certificate: a. the persons authorised to sign the Transaction Documents and any document to be delivered under or in connection therewith, on behalf of the Issuer, together with the names, titles and specimen signatures of such authorised signatories; b. the representations and warranties contained in the

	Debenture Trust Deed and the other Transaction Documents are true and correct in all respects; c. no Event of Default has occurred or is subsisting; d. no Material Adverse Effect has occurred; and e. no investor or shareholder consent/approval, pursuant to the articles of association of the Issuer or any shareholders' agreements or other documents/instruments entered into by the Issuer and its shareholders and investors, is required for the Issuer to enter into or perform its obligations under the Transaction Documents; . such other information, documents, certificates, opinions and instruments as the Debenture Trustee and the Applicants may request in connection with the transactions contemplated under the Transaction Documents.
Conditions Subsequent to Disbursement	The Issuer shall fulfil the following conditions subsequent to the satisfaction of the Debenture Trustee (*as more particularly described in the Debenture Trust Deed*), following the Deemed Date of Allotment: • the Issuer shall ensure that the Debentures are allotted to the respective Debenture Holders and are credited into the demat accounts of the relevant Debenture Holders within the timelines prescribed under the SEBI Listing Timelines Requirements; • the Issuer shall make the application for listing of the Debentures and obtain listing of the Debentures within the time period prescribed under the SEBI Listing Timelines Requirements; • the Issuer shall file a return of allotment of securities under Form PAS-3 of the Companies (Prospectus and Allotment of Securities) Rules, 2014 with the ROC within 15 (fifteen) Calendar Days of the allotment of the Debentures along with a list of the Debenture Holders and with the prescribed fee; • if so required, the Issuer shall maintain and file a copy of Form PAS-5 in accordance with the Companies (Prospectus and Allotment of Securities) Rules, 2014 in respect of the issue of the Debentures; • the Issuer shall provide such other information, documents, certificates, opinions and instruments

	as the Debenture Trustee and the Debenture Holders may reasonably request in connection with the transactions contemplated under the Transaction Documents.
Event of Default	As more particularly set out in **Section 8.2** of this Key Information Document.
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 Listed Debentures Circulars .
Conditions for Breach of covenants (as specified in the Debenture Trust Deed)	Please refer to section '***Default Interest Rate'*** above and **Section 8.2.6** of this Key Information Document.
Roles and Responsibilities of the Debenture Trustee	In addition to the powers conferred on the Debenture Trustee in the Debenture Trustee Agreement, Debenture Trust Deed and other Applicable Laws, and without limiting the liability of the Debenture Trustee, it is agreed as follows: • the Debenture Trustee may, in relation to the Debenture Trust Deed and the other Transaction Documents, act on the opinion or advice of or any information obtained from any solicitor, counsel, advocate, valuer, surveyor, broker, auctioneer, qualified accountant or other expert whether obtained by the Issuer or by the Debenture Trustee; or • subject to the approval of the Debenture Holders by way of a Special Resolution of Debenture Holders passed at a meeting of the Debenture Holders held for determining the liability of the Debenture Trustee, the Debenture Trustee shall, as regards all trusts, powers, authorities and discretions, have the discretion as to the exercise thereof and to the mode and time of exercise thereof. In the absence of any fraud, gross negligence, willful misconduct or breach of trust the Debenture Trustee shall not be responsible for any loss, costs, charges, expenses or inconvenience that may result from the aforementioned exercise or non-exercise thereof. The Debenture Trustee shall not be bound to act at the request or direction of the Debenture Holders under any provisions of the Transaction Documents unless sufficient amounts shall have been provided or provision to the satisfaction of the Debenture Trustee has been made for providing such amounts and the Debenture Trustee is indemnified to its satisfaction against all further costs, charges, expenses and liability which may be incurred in

	complying with such request or direction; • with a view to facilitating any dealing under any provisions of the Debenture Trust Deed or the other Transaction Documents, subject to the Debenture Trustee obtaining the consent of the Majority Debenture Holders, the Debenture Trustee shall have (i) the power to consent (where such consent is required) to a specified transaction or class of transactions (with or without specifying additional conditions); and (ii) to determine all questions and doubts arising in relation to the interpretation or construction any of the provisions of the Debenture Trust Deed; • the Debenture Trustee shall not be responsible for the amounts paid by the Applicants for the Debentures; • the Debenture Trustee shall not be responsible for acting upon any resolution purporting to have been passed at any meeting of the Debenture Holders in respect whereof minutes have been made and signed even though it may subsequently be found that there was some defect in the constitution of the meeting or the passing of the resolution or that for any reason the resolution was not valid or binding upon the Debenture Holders; • the Debenture Trustee and each receiver, attorney, manager, agent or other person appointed by it shall, subject to the provisions of the Companies Act, be entitled to be indemnified by the Issuer in respect of all liabilities and expenses incurred by them in the execution or purported execution of the powers and trusts thereof; • subject to the approval of the Debenture Holders by way of a Special Resolution passed at a meeting of Debenture Holders held for determining the liability of the Debenture Trustee and in the absence of fraud, gross negligence, willful misconduct or breach of trust, the Debenture Trustee shall not be liable for any of its actions or deeds in relation to the Transaction Documents; • subject to the approval of the Debenture Holders by way of a Special Resolution passed at a meeting of Debenture Holders held for determining the liability of the Debenture Trustee and in the absence of fraud, gross negligence, willful misconduct or breach of trust, the delay in performing or exercising any of the powers or trusts herein

	expressed or contained herein or in enforcing the covenants contained herein or in giving notice to any person of the execution hereof or in taking any other steps which may be necessary, expedient or desirable or for any loss or injury which may be occasioned by reason thereof unless the Debenture Trustee shall have been previously requested by notice in writing to perform, exercise or do any of such steps as aforesaid given in writing by the Majority Debenture Holders or by a Majority Resolution duly passed at a meeting of the Debenture Holders. The Debenture Trustee shall not be bound to act at the request or direction of the Debenture Holders under any provisions of the Transaction Documents unless sufficient amounts shall have been provided or provision to the satisfaction of the Debenture Trustee has been made for providing such amounts and the Debenture Trustee is indemnified to its satisfaction against all further costs, charges, expenses and liability which may be incurred in complying with such request or direction; • notwithstanding anything contained to the contrary in the Debenture Trust Deed, the Debenture Trustee shall, before taking any action on behalf of the Debenture Holders or providing any consent on behalf of the Debenture Holders, obtain the written consent of the Majority Debenture Holders; • without prejudice to anything contained in this sub-section named "**Roles and Responsibilities of the Debenture Trustee**", the Debenture Trustee shall oversee and monitor the transaction contemplated in the Transaction Documents for and on behalf of the Debenture Holders; • the Debenture Trustee shall forward to the Debenture Holders copies of any information or documents from the Issuer pursuant to the Debenture Trust Deed **within 2 (two) Business Days** of receiving such information or document from the Issuer; and • the Debenture Trustee shall, until the Final Settlement Date, adhere to and comply with its obligations and responsibilities under the SEBI Debenture Trustee's Master Circular.
Risk Factors	As set out in **Section 3** of the General Information Document
Governing Law and Jurisdiction	The Transaction Documents shall be governed by and will be construed in accordance with the laws of India and any disputes there from shall be subject to the

	jurisdiction of appropriate courts and tribunal at Mumbai, in the state of Maharashtra, India and as more particularly provided in respective Transaction Documents.
Manner of Bidding	Private placement
Type of Bidding	Fixed Coupon (9.00%)
Allocation type	Uniform Yield
Bidding Type	Closed Bidding in EBP
Manner of Settlement	through Indian Clearing Corporation Limited (ICCL)
Designated Account Details of ICCL	As set out in Section 9.3 of this Key Information Document
Right to repurchase Debentures	• The Issuer, subject to the Applicable Law, may, based on mutual discussions with any Debenture Holder, repurchase a part or all of the Debentures held by such Debenture Holder from the secondary market or otherwise, at any time prior to the Final Settlement Date. • In the event any or all of the Debentures are repurchased, or redeemed under any circumstances whatsoever, the Issuer shall have, and shall be deemed to have had, subject to Applicable Law, the power to re-issue the Debentures either by re-issuing the same Debentures or by issuing other non-convertible debentures in their place. • In respect of any repurchased/redeemed Debenture, the Issuer shall have the power to (either for a part or all of the Debenture) cancel, keep alive, appoint nominee(s) to hold or reissue at such price and on such terms and conditions as it may deem fit and as is permitted under Applicable Law.
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	In the event of occurrence of a Payment Default, the Issuer shall pay additional interest at **2.00% (two percent)** per annum over the Interest Rate in respect of the Debentures on the amount of such Payment Default from the date of the occurrence of a Payment Default until such Payment Default is cured or the Obligations are repaid (whichever is earlier), on each Interest

	Payment Date occurring during the aforementioned period.
Additional Disclosure (Delay in Listing)	In the event there is any delay in listing of the Debentures beyond the Listing Period, the Issuer will pay to the Debenture Holders, penal interest of **1.00% (one percent)** per annum over the Interest Rate, from the Deemed Date of Allotment until the listing of the Debentures is completed.

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 2,500 (TWO 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 25,00,00,000 (INDIAN RUPEES TWENTY-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 realisation)

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

Issuer	Tara Capital Partners India Private Limited
Face Value	INR 1,00,000 per debenture
Deemed Date of Allotment	March 27, 2024
Redemption Date	March 27, 2030
Tenor	6 years from the Deemed Date of Allotment
Coupon Rate	9.00%
Coupon Payment Frequency	Annually
Coupon Payment Dates	27th March every year beginning 27th March, 2025
Record Date	15 calendar days prior to each due date
Day Count Basis (Actual/Actual)	Actual/Actual

Interest Payment Schedule

Sr. No	Cash Flow Event	Record Date	Due Date	Date of Payment	No. of Days in Coupon Period	Amount Payable (per Unit) (in Rs.)
1	Coupon	12/03/2025	27/03/2025	27/03/2025	365	9000.00
2	Coupon	12/03/2026	27/03/2026	27/03/2026	365	9000.00
3	Coupon	12/03/2027	27/03/2027	29/03/2027	365	9000.00
4	Coupon	12/03/2028	27/03/2028	27/03/2028	366	9000.00
5	Coupon	12/03/2029	27/03/2029	27/03/2029	365	9000.00
6	Coupon	12/03/2030	27/03/2030	27/03/2030	365	9000.00

Redemption Schedule

Sr. No	Cash Flow Event	Record Date	Due Date	Date of Payment	No. of Days in Period	Amount Payable (per Unit) (in Rs.)
1	Redemption	12/03/2030	27/03/2030	27/03/2030	2191	1,00,000.00

Bond Cash Flow to Maturity

Allotment/Coupon/Principal	**Allotment/Coupon/Redemption Date**	**Cash Flow per Unit (in Rs.)**
Allotment Date	27/03/2024	1,00,000.00
Coupon I	27/03/2025	-9,000.00
Coupon II	27/03/2026	-9,000.00
Coupon III	27/03/2027	-9,000.00
Coupon IV	27/03/2028	-9,000.00
Coupon V	27/03/2029	-9,000.00
Coupon VI & Principal Repayment	27/03/2030	-109,000.00

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

FORM NO. PAS-4 - PRIVATE PLACEMENT OFFER CUM APPLICATION LETTER

(Annexed separately)

JAGDEEP KANNARATH

Digitally signed by JAGDEEP KANNARATH
Date: 2024.03.28 13:53:18 +05'30'